

VILLAGE OF SALISBURY



SUBDIVISION, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND MULTI-UNIT RESIDENTIAL DEVELOPMENT

PROCEDURES, STANDARDS AND GUIDELINES

April, 2019

First Edition

FOREWORD AND DISCLAIMER

The new Village of Salisbury Subdivision, Commercial, Industrial, Institutional and Multi-Unit Residential Development – Procedures, Standards and Guidelines is intended to be a Developer’s Guide that will simplify the process of development and ultimately encourage growth in the community.

This document provides information regarding the procedures, standards and requirements that must be met for Subdivision, Commercial, Industrial, Institutional and Multi-Unit Development in the Village of Salisbury.

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

- Village of Salisbury Standard Municipal Specifications (latest version)
- Village of Salisbury Subdivision By-Law (latest enacted version)
- Village of Salisbury Municipal Development Plan (latest enacted version)
- Village of Salisbury Zoning By-Law (latest enacted version)
- New Brunswick Community Planning Act
- Transportation Association of Canada – Geometric Design Guide for Canadian Roads
- Canada Post – Postal Delivery Standards Manual

No warranty, expressed or implied, is made on the accuracy or completeness of the contents of this document or the extraction from reference to publications; nor shall the fact of distribution constitute responsibility by the Village of Salisbury 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 506- 372-3243 or by visiting the Village website at www.salisburynb.ca.

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Village of
Salisbury

DEFINITIONS

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

APPLICANT means a person or corporation who makes application for Subdivision, Commercial, Industrial, Institutional or Multi-Unit Residential Development Plan Approval.

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

VILLAGE means the Village of Salisbury

DIRECTOR means the Director of Engineering and Public Works appointed by Salisbury Village Council or the designated representative.

COMMISSION means the Planning Commission for the Greater Moncton Planning District Commission appointed pursuant to Order in Council.

CONSULTANT / ENGINEER means a Professional Engineer or firm licensed to practice in the Province of New Brunswick by the Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB).

CONTRACTOR means the party or parties, person or persons, firms or company, who's tender for the execution of the work has been accepted by the developer and includes the contractor's personal representatives, successors and permitted assigns.

COUNCIL means the Council of the Village of Salisbury.

DEVELOPER means the Owner of the area of land proposed for development, or the designated representative, seeking to obtain the approval of a Subdivision, Commercial, Industrial, Institutional or Multi-Unit Residential Development Plan, or the person who enters into a Subdivision Agreement with the Village.

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

DRAINAGE AGREEMENT means the contract entered into between the Village and the Developer for the construction and ongoing maintenance of drainage swales and ditches throughout the subdivision or commercial lot. 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.
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- The area served by a drainage system receiving storm sewer discharge and surface water runoff.
- The area tributary to a watercourse.

DRAINAGE DITCH / SWALE means a shallow sloped channel connected to the storm sewer system used for the conveyance of surface water runoff that is the result of natural precipitation.

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

WORKS & MAINTENANCE DEPARTMENT means the Works Department of the Village of Salisbury.

FEES mean the various fees outlined in the Salisbury Subdivision By-law payable to the Village of Salisbury upon submission of a Tentative Subdivision Plan application.

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

KEY PLAN means a plan to locate the proposed development in relation to existing streets and prominent natural features. Key plans are often drawn on top right corner of site plans.

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

LOT means a building lot.

LOT GRADING PLAN means a plan depicting swales, ditches, finish grade elevations, flow directions and building and driveway location on a building lot.

MULTI UNIT RESIDENTIAL means any residential development involving the construction of more than 3 residential units.

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 Community Planning Act, R.S.N.B. 1973, c.C-12.

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

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

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

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

ROAD see Street

STORM WATER MANAGEMENT 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 such as containment ponds.

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

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

SUBDIVISION DRAINAGE PLAN means the plan showing the overall grading and drainage scheme for the proposed subdivision and the individual finish grade elevation and lot grading requirements. This plan will be attached to the registered Drainage Agreement as a Schedule.

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

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

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

WETLAND means land that has the water table at, near or above the land's surface, or which is saturated with water for a long enough period to promote wetland or aquatic processes as indicated by hydric soils, hydrophytic vegetation and various kinds of biological activities adapted to the wet environment.

WORKSAFE NB means the law that protects employers' and workers' rights under four pieces of legislation and their regulations: the Workplace Health, Safety and Compensation Commission Act, the Workers' Compensation Act, the Occupational Health and Safety Act, and the Firefighters' Compensation Act. WorkSafe NB is responsible for administering all four.



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. STEP 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 Village **Works Department** to obtain information and discuss the preliminary concept in order to determine the requirements. The Team’s mandate is to assist in the development process. The team will provide information and input on site-specific issues and regulatory requirements for the development related to planning, infrastructure, the New Brunswick Community Planning Act and Village of Salisbury Zoning and Subdivision By-Laws and other relevant By-Laws.
- The Village will then direct the Developer to communicate with the Southeast Regional Service Commission to commence the approval process.

1.1.2. The approval process begins with the submission of a “Tentative Plan” to the **Development Officer** which will include a completed Application Form, Appendix “A” and the applicable processing fees.

1.1.3. STEP 2: A Tentative Subdivision Plan shall be submitted in accordance with Section 49(2) of the Community Planning Act, 1973 and shall be marked “Tentative Plan”. Subject to Paragraph 44(1)(C) of the Act, the Tentative Plan shall show:

1.1.3.1. The proposed name of the proposed subdivision.

1.1.3.2. The boundaries of that part of the plan sought to be approved marked by a black line of greater weight than all other lines on the diagram of the plan.

1.1.3.3. The location, widths and names of existing streets on which the proposed subdivision abuts, and the locations, widths and proposed names of the streets therein.

1.1.3.4. The approximate dimensions and layouts of the proposed lots, blocks, Land for Public Purposes and other parcels of lands, and the purposes for which they are to be used.

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 sewers 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 ensure 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 necessary fees to the Southeast Regional Service Commission. Amounts to be confirmed by the Southeast Regional Service Commission.

1.3. TENTATIVE APPROVAL

- 1.3.1. The **Development Officer** may ask for additional information, but shall, within 30 days 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 ensure compliance with the Subdivision By-law #17A 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 Southeast Regional Service Commission** has recommended approval of Tentative Subdivision Plan for the location of the proposed streets and/or Land for Public Purposes; and
 - 1.3.2.3. Salisbury Village Council has granted approval of the Tentative Subdivision Plan and has approved the location of the proposed streets and/or Land for Public Purposes.
- 1.3.3. As per Section 50 of the Community Planning Act, approval of a Tentative Subdivision Plan granted by the Development Officer, is null and void at the expiration of twelve (12) months from the day such approval was given and will require revalidation.

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 abut;
 - a. a street owned by the Village of Salisbury;
 - b. such access other than a street mentioned in subsection (a) as may be approved by the Commission as being advisable for the development of land.
- 1.4.1.2. The Village of Salisbury **Zoning By-Law** (latest enacted version) shall apply with respect to minimum lot sizes.
- 1.4.1.3. Reserved stripes(lots) abutting on a proposed street are prohibited except where such strips are vested in the Municipality.
- 1.4.1.4. In a Subdivision;
 - a. blocks shall be as large as the **Southeast Regional Services Commissioner** may consider practical considering the topography of the area.
 - b. blocks in residential areas shall be of sufficient width to allow two tiers of lots, unless, in the opinion of the commission, such a requirement is undesirable in any area.



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 **Southeast Regional Service Commission** area.
- 1.4.2.3. All proposed street names are to be approved by Council.

1.5. SUBDIVISION AGREEMENT

- 1.5.1. Pursuant to Section 9 of the Village of Salisbury Subdivision By-law #17A, an Applicant proposing a subdivision that involves the construction of public streets, installation of municipal infrastructure and/or development of Land for Public Purposes, is required to enter into a Subdivision Agreement with the Village.
 - 1.5.2. The Subdivision Agreement shall include but not necessarily be limited to the following items:
 - Responsibilities of the Developer
 - Obligations during the construction period
 - Estimates for cost sharing on LFPP frontages, if applicable
 - Construction schedule
 - Maintenance period
 - Certificates of Acceptance
 - Securities
 - Schedules
 - Other items that may be negotiated between the Village and the Developer.
 - 1.5.3. The Developer shall provide the Consultant with a copy of the signed Subdivision Agreement in order to ensure that the Consultant is fully aware of items, details and schedules for the installation of all infrastructure.
 - 1.5.3. A sample Subdivision Agreement is provided as Appendix "C" of this document.
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1.6. DRAINAGE AGREEMENT

- 1.6.1. 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 with the Village.
- 1.6.2. The Drainage Agreement shall include but not necessarily be limited to the following items:
- Responsibilities of the Developer, heirs and assigns.
 - Construction requirements
 - Consequences of non-compliance
 - Registration of Agreement
 - Other items that may be negotiated between the Village and the Developer.
- 1.6.3. A sample Drainage Agreement is provided as Appendix "D" of this document.

1.7. LAND FOR PUBLIC PURPOSES

- 1.7.1. As a condition of approval of a subdivision plan, land in the amount of ten percent (10%) of the area in the subdivision exclusive of public streets, at such location as assented to by Council pursuant to the Community Planning Act, is to be set aside as "Land for Public Purposes" and so indicated on the Subdivision Plan.
- 1.7.2. Council may require, in lieu of land set aside under subsection (1), 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 proposed subdivision at the time of submission for approval exclusive of streets intended to be publicly owned.
- 1.7.3. Nothing in this section shall affect the ability of the applicant and the Village of Salisbury to enter into an agreement providing for the setting aside of part land and part cash-in-lieu, provided that the aggregate value to the Village shall not be less than that provided in subsection (1) or (2).
- 1.7.4. Where Lands 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 connections to mains, all of which shall be in accordance with the Village of Salisbury's Standard Municipal Specifications.
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1.8. SUBDIVISION PLAN APPROVAL

- 1.8.1. An application for final approval of a subdivision plan shall be submitted to the **Development Officer** within six (6) months from the date of the approval of the Tentative Subdivision Plan. Failure to do so will render the original Tentative Subdivision Plan null and void and will therefore require revalidation. This is pursuant to Section 50 of the Community Planning Act, 1973.
- 1.8.2. The Applicant may submit to the **Development Officer** a request for approval of a subdivision plan of all or any part of the land comprised in the approved tentative subdivision plan.
- 1.8.3. The Applicant shall submit to the **Development Officer** four (4) paper copies marked Final Subdivision Plan for review and approval.
- 1.8.4. The Subdivision Plan shall be in accordance with the approved Tentative Subdivision Plan and comply with requirements set out in Section 52(3) of the Community Planning Act, 1973.
- 1.8.5. The Subdivision Plan submitted for approval and subsequent registration shall not contain any substantial changes from the previously approved Tentative Plan such as increasing or decreasing the area outlined by the heavy black line, the area of streets, future streets or Land for Public Purposes, the size or number of lots or parcels being created or any significant feature, element or intent of the Tentative Plan.

1.9. FINAL SUBDIVISION PLAN ENDORSEMENT

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

- The Development Officer has approved the Subdivision Plan, following a final review for conformance by the Village of Salisbury Works and Maintenance Department.
- The Owner has signed the Subdivision Plan, including the adjacent Owner where applicable (e.g turnaround or adjacent land).
- At the discretion of the Council, full security may be accepted in order to permit registration of lots prior to Substantial Completion or Provisional Acceptance.
- The Subdivision Drainage Agreements have been executed between the Applicants and the Village and the Drainage Agreement has been registered in the Registry Office.
- The Village is in receipt of satisfactory proof of insurance, and all other required documents such as:



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- Certificate(s) of Registered Ownership of the property comprising the subdivision and solicitor's undertaking when applicable
 - Security acceptable to the City
 - 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 Certificate of Substantial Completion or Provisional Acceptance has been issued and the Village is in receipt of all required securities for the remaining works in the subdivision.
 - The City Clerk has assented to the Subdivision Plan.
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Village of
Salisbury

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

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

- 2.1.1. The Applicant shall engage the services of a Consultant / Engineer licensed to practice in New Brunswick under the APEGNB with a firm registered to practice by the APEGNB and acceptable to the Village, whenever the proposed subdivision requires the construction of municipal infrastructure such as sewers, roads, etc.
- 2.1.2. The Consultant / Engineer shall carry out all designs, calculations, construction supervision and inspection in accordance with accepted engineering practice and in compliance with regulations, procedures, by-laws, specifications and requirements of the various regulating authorities and agencies, etc.
- 2.1.3. The Developer and/or the Consultant / Engineer shall negotiate with NB Power to arrange for electrical servicing of the subdivision. A complete plan showing the location of all utility poles, u/g wiring, and required appurtenances shall be submitted to the Village Works & Maintenance Department for approval.
- 2.1.4. The Consultant / Engineer shall submit three (3) sets of engineering detail drawings and Subdivision Grading and Drainage Plans and one (1) design brief showing all calculations for storm and sanitary sewer systems, water distribution system, street grades, underground electrical, utility poles, community mailboxes and all other pertinent information including construction drawings as required for infrastructure of any nature within the R.O.W.
- Included within this submission will be digital copies of the Subdivision Drainage Plan and Construction Drawings in PDF.
- 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 Works & Maintenance 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.
- 2.1.7. The Consultant/Engineer will be advised by the Manager of Works & Maintenance Department in writing of the final approval.
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2.2. COMMENCEMENT OF CONSTRUCTION

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

- 2.2.1. The Consultant / Engineer confirms in writing that an agreement is in place, with the Developer, whereby the Consultant / Engineer will provide full- time on-site layout and construction supervision including quality control 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 Works & Maintenance Department.
 - 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 in writing by the Village Works & Maintenance Department.
 - 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 Village Council
 - 2.2.5. The Subdivision Agreement has been executed between the Developer and the Village.
 - 2.2.6. Applicable insurances have been submitted and approved by the Village Works & Maintenance Department.
 - 2.2.7. Security calculations and amounts have been approved by the Village Works & Maintenance 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 Works & Maintenance Department.
 - 2.2.10. A pre-construction meeting has been held involving staff from the Village Works & Maintenance Department, the consultant and the contractor to discuss all pertinent details of construction, scheduling and overall work
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plan. The Consultant must submit a written work schedule at the pre-construction meeting.

2.3. STREETS

2.3.1. DESIGN CRITERIA

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

2.3.2. 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.

2.3.3. CUL-DE-SAC

- 2.3.3.1. Cul-de-sacs will be permitted to a limited extent in any subdivision or when topography and land dimensions provide no other option of design.
 - 2.3.3.2. The minimum right-of-way radius of a temporary turn-around or permanent cul-de-sac shall be 23 meters with a minimum curb or shoulder radius of 18 meters measured to the gutter.
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2.3.3.3. The maximum allowable length for any cul-de-sac shall be 183 meters measured from the street line of the abutting street to the back street line of the Cul-de-Sac.

2.3.4. **STUB STREETS**

In the case of phased development all stub streets for future developments are to be constructed in their entirety including underground infrastructure, curb and gutter, asphalt and sidewalks (if required). This construction shall extend the roadway to the rear lot line of corner lots.

2.3.5. **RESERVED STRIPS**

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

2.3.6. **STREET DESIGN ELEMENTS**

2.3.6.1. **HORIZONTAL AND VERTICAL ALIGNMENTS**

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

The minimum desirable grade on any street centerline or gutter profile shall be **0.8%**.

The maximum allowable horizontal grade shall be 6% for arterial and collector streets and 8% for local streets.

Vertical alignment of all streets shall provide for positive drainage. Streets shall be designed to prevent the creation of "sags" where possible.

2.3.6.2. **SIGHT DISTANCE**

Roadway and driveway access locations must meet the minimum requirements of the TAC Geometric Design Guide.



2.3.6.3. DESIGN CALCULATIONS

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

2.3.6.4. CONSTRUCTION

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

2.3.7. STREET INTERSECTIONS

2.3.7.1. Street intersections must be constructed in compliance with TAC Geometric Design Guide requirements, unless otherwise specified.

2.3.7.2. Streets shall be designed to intersect other streets at 90 degrees. 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.

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

2.3.7.4. 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 Village design review.

2.3.8. DRIVEWAY ACCESS LOCATIONS

Driveway access locations and widths shall be in compliance with Village standards. The construction of driveway access openings in barrier type curb and the location of driveways where mountable curb has been installed are subject to the approval of the Village Works & Maintenance Department.



Application for driveway openings must be made in writing to the Village Works & Maintenance 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.

2.3.9. STREET NAME AND TRAFFIC SIGNS

The Village of Salisbury is responsible for the cost, installation and maintenance of all street name and traffic signs.

2.4. MUNICIPAL INFRASTRUCTURE

2.4.1. GENERAL

The developer shall provide such facilities as streets, curb & gutter, asphalt pavement, sidewalks, walkways, and street lights; underground services shall include sanitary sewer, storm sewers, including culverts, and drainage ditches etc.

Where municipal sewers are required, each proposed dwelling, household, and lot shall be individually serviced with a separate sewer lateral connected to the main.

Construction methods and materials shall be in strict conformance with the Village of Salisbury Standard Municipal Specifications and must receive prior approval by the Village Works & Maintenance Department before any construction takes place.

2.4.2. DESIGN

Designs shall be in accordance with this document, TAC for roads and geometry as well as ACWWA Design Guidelines for water and sewers. It shall also respect all Provincial and Federal requirements. All design notes and calculations must be submitted to the Works & Maintenance Department along with Engineering plans or other detailed drawings required for the approval process.

The maximum and minimum pipe grades are to be shown in the Municipal Specifications and ACWWA Design Guidelines for sanitary sewers.



2.4.3. **COST SHARING – RESIDENTIAL SUBDIVISION DEVELOPMENT**

Calculations of construction costs 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 Subdivision Agreement and where such work may be eligible for cost sharing, the Village of Salisbury will accept the average unit bid prices for similar items submitted for recent contracts tendered under the Village's Capital Works Program. Submission of calculations for cost sharing purposes shall be done by the Consultant / Engineer.

2.4.3.1. **OVERSIZED PIPING**

The developer is required to pay 100% of the cost of all infrastructure with the following exceptions:

Cost sharing for oversized piping shall only apply when approved by Council and 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 the difference between the pipe size required by the Developer and the cost of the pipe actually used based on 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 Village of Salisbury purchases all or part of the adjoining lands for which the cost sharing applied, they will be required to reimburse the Village their funding contribution in proportion to the amount of land acquired.

2.4.4. **MUNICIPAL SERVICES EASEMENTS**

The use of Municipal Services Easements (MSE's) to service new development may be permitted when topography and land location provide no other option of design. MSE's shall be provided by the Developer and shall be indicated on the Final Subdivision plan.



Minimum width of water easements are six (6) meters. Minimum width of sewer easements will be determined by the Village Works & Maintenance Department for future repairs based on pipe depths and site limitations.

2.4.5. CURB AND GUTTER

Curb and gutter shall be constructed as per the Village of Salisbury Standard Municipal Specifications.

2.4.6. SIDEWALKS

The requirement for sidewalks is generally dependent on the Street Classification but will be determined during the detail Engineering Drawing Approval process.

2.4.6.1. Cost of installation of sidewalks shall be borne by the Developer.

2.4.6.2. Sidewalks shall be installed concurrent with the curb and gutters.

2.4.6.3. Sidewalks shall be constructed in compliance with the Village of Salisbury Standard Municipal Specifications.

2.4.6.4. All proposed sidewalks shall be shown on the Subdivision Drainage Plan.

2.4.7. GRADING

The area behind the curb or sidewalk shall be graded as per the street cross section identified in the Village of Salisbury Standard Municipal Specifications and as per the Subdivision Drainage Plan.

2.4.8. PEDESTRIAN WALKWAYS

2.4.8.1. The right-of-way width for pedestrian walkways, where required, shall be a minimum of six (6) meters.

2.4.8.2. The walking surface shall have a clear travel width of 2.5 meters minimum and shall be landscaped in accordance with the requirements of the Parks & Leisure Department. 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 Village's linear trails system where required and shall be determined during the tentative subdivision plan approval stage.

2.4.8.3. Lighting for pedestrian walkways may be required. This will be determined during the Tentative Subdivision Plan review stage.

2.4.8.4. Pedestrian walkways may be required at the end of cul-de-sacs to allow for shorter walking distances to schools, shopping areas, parks, existing or future bus stops and/or other focal points in or near the proposed subdivision, or connection to the Village's linear trail system.

2.4.9. STREET LIGHTING

2.4.9.1. 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. Street lighting may be provided through one of the following means:

2.4.9.1.1. If the subdivision is to be serviced with electrical power from the rear of the lots, **street lighting will be mounted on concrete poles** installed 3.5m from the back of curb. 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 Power specifications and subject to their approval.

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

2.4.9.1.2. If the Developer wishes to install **decorative type street lighting** and poles, all designs, materials, work, equipment, methods, locations, etc., must be approved by both the Village of Salisbury and NB Power prior to installation.

- The design of decorative street lighting must be carried out by an Electrical Engineer licensed to practice in the Province of New Brunswick.
- Poles are to be located 3.5m from the back of curb.



- 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.
 - The Village will only accept decorative lighting that meets the requirements and approval of the Village Standard Municipal Specifications.
 - One spare decorative fixture and pole for every 10 of the same type and make installed on the street must be delivered to the Village within 1 week of installation.
- 2.4.9.1.3. Where electrical services to a subdivision are provided utilizing front lot wiring installed on **wooden poles**, these poles **will also be used for street lighting** purposes. The Village Works & Maintenance Department in conjunction with NB Power will approve the location and wattage of the street lighting prior to installation. It will be the responsibility of the Developer to forward a request to the Village Works & Maintenance Department for the installation of streetlights on the wooden poles.
- 2.4.9.1.4. It is the responsibility of the Developer to ensure the provision and installation of the electrical connection between the underground street light wiring and the back lot service line. This may require a Public Utility Easement to accommodate.
- 2.4.9.2 Following issuance of the Certificate of Provisional Acceptance that includes the electrical infrastructure work, the Village Works & Maintenance Department shall request and authorize the installation of concrete poles with street lights or street lights on wooden poles.
- 2.4.9.3 Street lighting designs and layouts shall be approved by the Works & Maintenance Department in conjunction with NB Power. Refer to the typical road cross-section drawings for the placement of street light poles within the road right-of-way.
- 2.4.9.4 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 Village of Salisbury.
-



2.5. PUBLIC UTILITY SERVICES

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

2.6. POSTAL DELIVERY – COMMUNITY MAILBOXES

- 2.6.1. Central mail delivery is now part of all new residential and commercial developments in Canada. Planning for postal service must be done during the Tentative Subdivision Plan review process.
 - 2.6.2. The Postal Delivery Standards Manual developed by Canada Post provides information and guidelines on the various service options. The Atlantic Region Mail Delivery Planner will assist in selecting the appropriate option and provide complete plans and specifications for construction. All costs associated with the installation of community mailboxes is the responsibility of the Developer.
 - 2.6.3. The Postal Delivery Standards Manual is available free of charge by contacting Canada Post Corporation.
 - 2.6.4. 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.
-



- 2.6.5. Community Mailboxes are intended to serve customers in new developments where:
- Lot and street layout of a subdivision is well established.
 - Homes, on average, are less than 50 meters apart.
 - Municipal cooperation is obtained in sighting and installation of Community Mailboxes.
- 2.6.6. Each Community Mailbox location is chosen by the Mail Delivery Planner after consultation with the Developer and Village Works & Maintenance Department staff.
- 2.6.7. Community Mailboxes should be located at a minimum twenty (20) meters from intersection corners so as not to interfere with the traffic movement at the intersection or line of sight. Boxes are not to be installed at major intersections. The preferred location is adjacent to the LFPP frontage.
- 2.6.8. The location of community mailboxes is to be shown on the Subdivision Drainage Plan.
- 2.6.9. Where community mailboxes are installed facing the street roadway, a depression in the curb must be created to allow for wheelchair access.

2.7. SUBDIVISION DRAINAGE PLAN AND STORM SEWERS

A Subdivision Drainage Plan shall be a requirement for subdivision approval. The Subdivision Drainage Plan will be attached to the Drainage Agreement and shall also be registered with each individual lot. The purpose of the Subdivision 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.

2.7.1. SUBDIVISION DRAINAGE PLAN REQUIREMENTS

The Subdivision Drainage Plan must include the following:

- Site layout including proposed streets, lots and location of proposed buildings.
 - Pre-development contours at intervals of one (1) meter.
-



- 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
 - Corner of all lots, easements and walkways;
 - Proposed foundation wall elevations;
 - Proposed minimum basement floor elevations;
 - Proposed minimum garage floor elevation
 - Pattern and direction of post-development surface drainage including lots, swales and major storm drainage system.
 - Location and layout of minor storm drainage system including manholes, catch basins and storm sewers.
- 2.7.1.1. In instances where the limits of a proposed Subdivision Drainage Plan is adjacent to existing development, **particular attention must be taken to ensure that the proposed lot grading recognizes the established drainage 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.
- 2.7.1.2. Show, by means of flow arrows, the location and direction of surface drainage along lot line swales and ditches.
- 2.7.1.3. At least one flow arrow must be shown along each lot line swale. Additional flow arrows must be shown at all grade breaks indicating the direction of surface drainage.
- 2.7.1.4. Show all proposed private catch basins, leads and connections to the municipal storm drainage system. **All private catch basins and leads must be contained within a 3.0m wide (minimum) private service easement.** The private service easement will be in favor of all lots tributary to the catch basin and lead contained within the private service easement.
- 2.7.1.5. 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.
-



2.7.2. MINIMUM GRADES AND DIMENSIONS

- 2.7.2.1. Minor lot line swales, providing drainage for up to four (4) lots, shall have a minimum grade of two percent (2%).
 - 2.7.2.2. Major lot line swales, providing drainage for more than four (4) lots, shall have a minimum grade of one percent (1%).
 - 2.7.2.3. The tributary flow in rear yard lot line swales shall be limited to ten (10) rear yards depending on lot size and grade.
 - 2.7.2.4. The maximum length of a rear yard lot line swale without interception shall be one hundred (100) meters. The maximum area contributing to the rear yard swale without interception shall be four thousand (4,000) square meters.
 - 2.7.2.5. The maximum flow in rear yard lot line swales which may be discharged to the street right-of-way without interception shall be limited to a total of 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 private behind-the-curb catch basin located behind the street right-of-way.
 - 2.8.2.6. Yard surfaces shall have a minimum slope of two (2%).
 - 2.8.2.7. Drainage flows shall be directed away from buildings.
 - 2.8.2.8. Drainage flows that are carried around buildings are to be confined in defined swales located as far from the building as possible.
 - 2.8.2.9. Minimum swale depth to be 100 mm with a 150mm wide bottom.
 - 2.8.2.10. Minimum major swale depth to be 150 mm. Maximum major swale depth to be 300mm.
 - 2.8.2.11. Swales are not to be designed above existing ground. **There shall be no infilling of the property without designing for drainage or for the need of catch basins based on the existing topography.**
-



Village of
Salisbury

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

3.1 FULL-TIME CONSTRUCTION INSPECTION – RESIDENT SERVICES

The Consultant / Engineer must provide a qualified full-time construction inspector from a firm licensed to practice engineering in New Brunswick under the APEGNB when construction of any municipal infrastructure is taking place. A Contractual Agreement between the Developer and the Consultant / Engineer must be in place.

Written confirmation of this requirement is to be submitted to the Village Works & Maintenance Department by the Consultant / Engineer prior to the start of work.

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

- 3.1.1 Conduct detailed inspection of all construction sufficient to ensure that the work carried out by the Contractor is in conformance with the approved plans and specifications.
 - 3.1.2 Provide **qualified** resident personnel, acceptable to and approved by the Village at the project site(s), to carry out Resident Services as specified 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 backfilling of all underground infrastructure. In addition, full-time inspection is required during roadway sub-grade preparation, including that of granular subbase and base placement, and during installation of sidewalks, curb and gutter and street pavement.
 - Inspect installation of all connections to sewers, manholes, or building services including excavation and/or exposing of all underground services, structures, or facilities.
 - Witness and certify the testing of all water mains and sewers.
 - Inspect, adequately test, and monitor each course in the installation of granular layers prior to placement of sidewalks, curb and gutter, roadway granular base and sub-base, and street pavements
 - 3.1.3 Provide advance notice, in consultation with the Village, to adjacent residents and businesses (if applicable), of those states of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation for the disruption.
-



- 3.1.4 Enforce the Contractor's conformance with the Village of Salisbury Standard Municipal Specifications latest edition 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 Arrange for and carry out the testing of materials utilized by the Contractor to ensure conformance with the drawings and specifications.
- 3.1.6 Arrange promptly for and take part in a detailed final inspection of the project with the Contractor and the Village prior to commencement of the period for Contractor maintenance guarantee specified in the Agreement.
- 3.1.7 Prepare and submit to the Village **two sets of provisional record drawings** (as-built) and one set of final record drawings for the project in accordance with the Subdivision Agreement and the Record Drawing requirements of Appendix E.
- 3.1.8 Provide promptly to the Village a duly executed Certificate of Provisional and/or Final Acceptance of the constructed or partially constructed project to permit the release of security in accordance with the terms of the Agreement.
- 3.1.9 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 that of aggregates, compaction, concrete and asphalt, shall be carried out during all phases of construction in accordance with the Village of Salisbury Standard Municipal Specifications accepted standards and procedures. Copies of all test results must be submitted to the Village Works & Maintenance Department. The Developer is also responsible for the CCTV video and report for all sanitary and storm sewer main pipes.

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

The "Minimum Testing Frequency" will be as specified in the Village Standard Municipal Specifications.



3.3 WARRANTY AND MAINTENANCE PERIOD

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

The Village of Salisbury will not undertake snow clearing operations until issuance of the Certificate of Provisional Acceptance for the initial phase of construction. Following issuance of the Certificate and until concrete curb and gutter and asphalt pavement have been installed, the Village will not be responsible for any damage to manholes, valve boxes or other infrastructure including the crushed stone roadbed as a result of snow plowing operations.

Deficiencies of a non-emergency nature must be repaired within two (2) weeks of observation or after receipt of instructions in writing to do so.

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

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

The Village will retain 15% of the security amount as a warranty holdback for two (2) years after completing the work (concrete curb & gutter, sidewalk (if applicable) and asphalt base and seal), or until the issuance of the Certificate of Final Acceptance, whichever is later.

3.4 CERTIFICATE OF PROVISIONAL ACCEPTANCE

Following completion of all construction and deficiencies, the Developer or Consultant / Engineer shall advise the Village Works & Maintenance 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



Village staff together with the Developer and/or Consultant / Engineer will be conducted. A list of any noted deficiencies will be prepared and the Developer shall then promptly have the deficiencies remedied. When all deficiencies identified by inspection have been satisfactorily corrected, the Works & Maintenance Department 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 twenty-four (24) month Warranty and Maintenance Period shall be indicated on the Certificate of Provisional Acceptance for the underground work.

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

A Statutory Declaration in a form acceptable to the Village 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 Works & Maintenance Department prior to the issuance of the Certificate of Provisional Acceptance.

3.5 CERTIFICATE OF FINAL ACCEPTANCE

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

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

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

The Warranty and Maintenance Period will be ended and the Village of Salisbury 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.



3.6 INSPECTIONS

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

3.7 RECORD DRAWINGS

Two (2) complete sets of Provisional Record Drawings, prepared to Village of Salisbury standards by the consultant / Engineer must be submitted prior to the issuance of the Certificate of Provisional Acceptance. The drawings must be based on "as-constructed" information and shall not be made-over or amended construction drawings showing the locations of all underground infrastructure pertinent to the project, whether existing or new construction. Corrections, additions and amendments shall be incorporated into the drawings.

A complete set of Final Record Drawings shall be submitted on sheet size 600mm x 900mm (24"x36") paper, PDF format and in electronic form, in NAD83, CSRS coordinate system, compatible with AutoCAD software currently in use by the Village of Salisbury Works & Maintenance Department. The Final Record Drawings shall be submitted to the Village Works & Maintenance Department within sixty (60) days following issuance of the Certificate of Provisional Acceptance for the above ground work and road construction.



Village of
Salisbury

COMMERCIAL DEVELOPMENT BUILDING APPLICATION PROCESS

Section 4 pertains to the Development Permit and Building Permit application process for Commercial, Industrial, Institutional or Multi-Unit Residential development.



4.0 APPLICATION PROCESS

4.1 INITIAL CONTACT

Determination if site suitable / development attainable

- 4.1.1 Prior to determining how a site should be designed for a proposed commercial, industrial, institutional or multi-unit residential use, applicants must satisfy themselves and the Village that the zoning of the property in question permits the proposed use by reviewing the Village of Salisbury Municipal Development Plan (latest enacted version) and the Village of Salisbury Zoning By-Law (latest enacted version).

4.2 PRE-APPLICATION MEETING

- 4.2.1 Meet with the Village of Salisbury Works and Maintenance Department to understand any servicing limitation.

4.3 APPLICATION

Please note that “incomplete” applications will not be accepted.

- 4.3.1 Prior to submitting a “Complete set of plans”, the Applicant and/or the Consultant / Engineer shall:
 - Read and become familiar with all requirements as outlined in these guidelines and the Municipal Specifications.
 - 4.3.2 The application process begins with the submission of a “detailed drawings package” to the Southeast Regional Service Commission along with a completed application form and applicable fees. (Please note that applications will NOT be taken for properties that have not been registered with the Provincial Land Registry Department).
 - 4.3.3 Your information will be reviewed and if complete, your application will be entered in the system. If your information is not complete, you will be given a checklist with the missing items that are required to file your application.
 - 4.3.4 The person making application for development must provide all the necessary property, project and contact information.
-



4.3.5 The Set of Plans shall be submitted in accordance with the following:

- Accurate and complete Site Plan. (Max. paper size 60 cm x 90 cm / 24" x 36")
- Key plan or location plan.
- One complete set of legible scaled construction plans. (floor plan, barrier free design requirements, foundation plan, typical wall sections, window sizes, exits, cross section, all elevation drawings, access ramps and deck plan)
- One (1) additional copy of building elevation plans and floor plans.
- Two (2) additional copies of the site work, site services, drainage and landscaping plans.
- One digital (PDF) format of the complete set of plans if available.
- Soils investigation report required for Part 3 (required upon completion of backfilling)
- Truss shop drawings.
- If applicable, pre-engineered floor joist layout and shop drawings.
- For each engineered lintel or beam provide design bearing the seal and signature of Professional Engineer Registered or licensed to practice in NB.
- Mechanical ventilation plans.
- Sprinkler plans.
- Plumbing plans.
- Electrical plans.
- Fire extinguishing system type

4.4 APPROVAL BY OTHER JURISDICTIONS

4.4.1 The Developer will be responsible for coordinating and obtaining the approval of all other jurisdictions and applicable Provincial or Federal Departments. The designs must conform to all Provincial and Federal requirements including NBC, NPC, NFPA, CEC, the BB Fire Marshall and others as applicable.

4.5 WRITTEN AUTHORIZATION TO PROCEED

4.5.1 The Developer shall commence construction only upon the receipt of a written approval to proceed by the Southeast Regional Service Commission.



APPENDICES

- A) Application for Subdivision Approval
 - B) Environmental Issues Checklist
 - C) Subdivision Agreement (Sample)
 - D) Drainage Agreement (Sample)
 - E) Record Drawing Requirements
 - F) Certificate of Provisional Acceptance
 - G) Certificate of Final Acceptance
 - H) Section 52(3) Community Planning Act, 1973
 - I) Statutory Declaration
 - J) Detail Drawings
-



Village of
Salisbury

APPENDIX "A"

APPLICATION FOR SUBDIVISION APPROVAL

April 2019

VILLAGE OF SALISBURY

APPLICATION FOR SUBDIVISION APPROVAL

File No:

TENTATIVE PLAN

Date Submitted: _____

Surveyor: _____

FINAL PLAN

Name of Subdivision: _____

APPLICANT INFORMATION

FULL MAILING ADDRESS

Owner's First Name: _____

Owner's Last Name: _____

If company name provide names of signing officers

Second Owner's First Name: _____

Second Owner's Last Name: _____

CONTACT NAME & NUMBER:
(must be completed)

LAND INFORMATION

Location:

Street:

Please forward all correspondence to:

**Southeast Regional Service
Commission
1234 Main Street, Unit 200
Moncton, NB., E1C 1H7
PH - (506) 382-5386
FAX - (506) 382-3651**

Applicant's Signature: X _____



April 2019

ENVIRONMENTAL ISSUES CHECKLIST

Does the area encompassed by the Tentative Subdivision Plan:

- Contain any natural watercourse (www.geonb.snb.ca) Yes No Unknown
- Contain any wetlands (www.geonb.snb.ca) Yes No Unknown
- Contain any archaeological sites Yes No Unknown
- Contain any endangered species Yes No Unknown
- Contain any contaminated / impacted soil Yes No Unknown
- Contain an existing well and/or septic field Yes No Unknown

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

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

Federal Legislation

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

DATE: _____ SIGNED: _____
Consultant / Engineer



April 2019

Subdivision Agreement No. _____

PID(s): _____

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

BETWEEN:

The Village of Salisbury, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, and located at 30 Honour House Court in the Village of Salisbury, County of Albert and Province of New Brunswick, hereinafter referred to as the "Village",

Of the First Part;

AND:

_____ a company duly and regularly incorporated, with head office and chief place of business at, _____ in the _____, County of _____, and Province of New Brunswick, hereinafter referred to as the "Owner" or "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 Village for the provision of streets, water and sewer lines or other services required by the Subdivision By-law; and

WHEREAS by Resolution of the Village Council of the Village of Salisbury, meeting of _____, the said Council did authorize that the services mentioned and set out in Schedule "A", hereunto annexed (the said services hereinafter referred to as "the work"), be performed and provided at the expense of the Owner as outlined in Schedule "A" and indicated on Schedule "B" hereunto annexed, and under the terms and conditions set forth herein and that this agreement be executed by and behalf of the Village 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

1.1 Prior to execution of this agreement, the Owner shall:

- (i) withhold registration of the Subdivision Plan relating to this Agreement until issuance of the "Certificate of Provisional Acceptance" and approval by the Village Works & Maintenance Department. The Owner must furnish to the Village acknowledgment in writing to this effect; AND
-



April 2019

(ii) provide as security an irrevocable letter of Credit from a Canadian Chartered Bank, in form acceptable to the Village, in the amount of \$_____ (including the Village's anticipated engineering fees and applicable taxes), representing the total estimated cost, as supplied by the Developer, of concrete curb and gutter, asphalt concrete pavement and concrete sidewalks (if applicable), being the work as outlined in items 6, 7 and 8, as listed in Schedule "A". This security shall remain in effect and be held by the Village until all work has been completed and the final construction costs have been determined and paid in full by the Owner.

OR

(iii) Provide, as a guarantee of faithful performance and execution of this Agreement, and payment thereof, estimated to be \$_____, (including a percent of associated engineering fees and applicable taxes), security acceptable to the Village 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 Village.

(iv) If all work is not completed by two weeks prior to the expiration date of the security, the Owner agrees that the Village shall call the security and use the funds to complete the outstanding works. The owner further agrees that if the actual costs to complete the works are greater than the funds provided under the security, the Owner will reimburse the Village for the additional cost including all construction costs, HST, engineering and administration costs. The asphalt road surface (including base and seal), concrete curb and gutter and concrete sidewalks must be installed no later than September 30th of the year following execution of this agreement. Security must remain in effect until completion, payment and acceptance by the Village of curb and gutter, sidewalk and asphalt work.

(v) The Owner has the option of having this work carried out by the Consultant and a Contractor acceptable to the Village, referred to as the "Contractor", or upon written request to the Village Works & Maintenance Department, the work may be included in the Village's Capital Works Program. In this event, the Owner will pay actual construction cost including HST, and a ten percent (10%) engineering and administration fee.

2. Insurance

2.1 The Owner must ensure that prior to commencement of any work, the contractor furnishes a comprehensive general liability insurance policy satisfactory to the Village to indemnify and save harmless the Village, 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 Owner and contractor shall assume all liability for and give to the Village complete indemnity against all such suits or actions. The comprehensive general liability insurance required shall be for an inclusive limit of not less than two million dollars (\$2,000,000.⁰⁰) for each occurrence.



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2.2 Certificates of such insurance shall be filed with the Chief Administrative Officer for the Village and shall be subject to his approval but such approval shall in no way relieve the Owner and "contractor" from any larger responsibility he may have in conjunction with the work. Such insurance shall name the contractor, the subcontractors, the Village and consultant as additional insured where applicable.

2.3 Written notification of any cancellation or changes in the insurance policy, insurance company, etc., must be given to the Village's Chief Administrative Officer with copy to the Works & Maintenance Department thirty (30) days prior to the date the change will take effect.

2.4 All insurances shall remain in effect until issuance of the "Certificate of Final Acceptance".

2.5 A separate policy endorsement shall be provided if any blasting is to be carried out.

3. Performance of Work

3.1 The Owner 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 _____ Engineering Ltd., referred to as the "consultant", in accordance with the Village of Salisbury "Standard Municipal Specifications", in effect at the time of signing this agreement and approved by the Works & Maintenance Department and the Provincial Department of Environment. A copy of the Certificate of Approval as issued by the New Brunswick Department of Environment must be forwarded to the Works & Maintenance Department prior to commencement of construction.

3.2 The Owner agrees to provide and pay for, all labour, equipment and materials necessary for all services and works, as well as any and all design and supervision required by the Village. The Developer agrees and understands that the construction and the installation of the services shall be carried out under the direct supervision of the consultant. The Village reserves the right to appoint the consultant at the cost of the owner.

3.3 The Owner will ensure constant supervision by the consultant at all times when construction is in progress. The Owner will furnish the consultant one copy of this Subdivision Agreement so that the individual or firm is fully aware of the provisions contained herein as they relate to the consultant and their responsibilities.

3.4 The Village will from time to time inspect the work being performed and in the event the work is deficient or unacceptable, or is not being performed or constructed satisfactorily, the Works & Maintenance Department will have the authority to stop the work and the Owner shall cause immediate corrective action to be taken. Inspections by the Village do not relieve the owner from any responsibility he may have in conjunction with the work.

3.5 Prior to provisional and Final Acceptance, the Village will require statutory declarations (see section 4.4) 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.



3.6 The Owner 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, whether or not such work or matter is specifically secured by way of Letter of Credit or other security, and the Owner fails to comply within 48 hours of being given written notice with a direction to carry out such work or matter, the Village 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;

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

3.8 The Village reserves the right to draw on and use the proceeds from the security to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the reduction or release of security, in the event that the Village determines that any reduction in the security would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Village will not be obligated to reduce or release the security as by the particular provision until such time as such work is satisfactorily completed or the Village has sufficient security to ensure that such work will be completed..

4. Certificate of Provisional Acceptance

4.1 When all of the underground work has been completed, the Owner shall advise the Works & Maintenance Department in writing that the work is ready for testing and "initial inspection" to be carried out with the appropriate Village staff, consultant, contractor and Owner, to determine the acceptability of the work. The cost for such inspections (including CCTV video sewer inspections) and any material and workmanship testing required by the Village in order to determine the acceptability of the work shall be borne by the Owner. In the event that the work is found to be deficient or unacceptable, the Owner shall cause the necessary work to be undertaken immediately to render the work acceptable to the Works & Maintenance Department.

4.2 A complete set of preliminary "Record Drawings", completed to Village of Salisbury standards by the Consultant named herein, must be submitted for approval at the time of "initial inspection". The drawings must be based on "as constructed" information and shall not be made-over or amended construction drawings. Corrections, additions and amendments shall be incorporated into the drawings.

A complete set of final "Record Drawings", on film and in electronic form, compatible with software currently in use by the Village of Salisbury Works & Maintenance Department, shall be submitted to the Village Works & Maintenance Department within ninety (90) days of issuance of the Certificates of Provisional.

4.3 When all deficiencies identified by inspection have been satisfactorily corrected, the Works & Maintenance Department shall declare the work acceptable for public use and shall issue the "Certificate of Provisional Acceptance".



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4.4 "Statutory Declarations", in a form acceptable to the Village must be signed and furnished by both the Owner and "contractor" pertaining to payment for materials and services relating to this agreement and must be forwarded to the Works & Maintenance Department prior to the issuance of the Certificate of Provisional Acceptance.

5. Warranty and Maintenance Period

5.1 The "Warranty and Maintenance Period" shall commence on the date stated in the "Certificate of Provisional Acceptance" and remains in effect for a minimum of two (2) years and until issuance of the "Certificate of Final Acceptance". During the Warranty and Maintenance Period, the Owner, at his own cost, shall maintain and uphold the work in a condition satisfactory to the Works & Maintenance Department and shall remedy any omissions or defects discovered or appearing in the work during such time.

5.2 Remedial work of a non-emergency nature must be completed within two (2) weeks after receipt of instructions in writing to do so.

5.3 Remedial work of an urgent or emergency nature must be completed immediately upon receipt of either verbal or written notification from the Works & Maintenance Department. Failure to do so due to lack of equipment, material, labour or reasons whatsoever will result in the Village causing the work to be done at the expense of the Owner.

5.4 The Village will retain 15% of the security amount as a warranty holdback for one year after completing the work (concrete curb & gutter, sidewalk (if applicable) and asphalt base and seal), or until the issuance of the Certificate of Final Acceptance.

6. Certificate of Final Acceptance

6.1 Twenty-three (23) months after the date of issuance of the "Certificate of Provisional Acceptance" the Owner shall advise the Department of Engineering that the work is ready for final inspection. The Owner shall make arrangements for the final inspection to be carried out with appropriate Village staff, consultant, contractor and Owner.

6.2 The Owner shall immediately correct all deficiencies, defects, omissions, etc., which are identified during the final inspection. When this work has been satisfactorily completed, updated "Statutory Declarations", in a form acceptable to the Village, must be signed and furnished by both the Owner and contractor pertaining to payment of materials and services relating to this agreement, and must then be forwarded to the Works & Maintenance Department.

6.3 Upon satisfactory completion of all requirements of this agreement, including submission of a complete set of final record drawings as described in paragraph 4.2 and receipt of all necessary declarations, forms, correspondence, etc., the Works & Maintenance Department shall issue the "Certificate of Final Acceptance" and shall declare the work acceptable for public use and maintenance by the Village. The Village 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.

6.4 Upon issuance of the "Certificate of Final Acceptance", the Village will release the warranty holdback amount.



7. The Owner Covenants and Agrees:

7.1 That no assignment of this agreement or any of the rights and duties of the Owner shall be made or will be valid unless the written consent of the Village is first obtained.

7.2 To pay the Village the sum or sums of money specified in this agreement within thirty (30) days of invoicing.

7.3 To provide street lighting through one of the following means:

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

(b) If the subdivision is serviced with electrical power from the front of the lots, then the developer will make application to the Village for lighting to be installed by NB Power.

(c) In the event the Owner wishes to install decorative type street lighting and poles, all designs, materials, work, equipment, methods, etc., must be approved by both the Village of Salisbury and NB Power prior to use or installation. All costs associated with decorative lighting are the responsibility of the Owner. **The Village will only accept decorative lighting of the same make and model to what presently exists in several subdivisions throughout the Village.**

7.4 That no work shall be commenced until the Works & Maintenance Department has approved in writing the designs and specifications for the work as well as the contractor, consulting engineer, and Inspector proposed to be engaged by the Owner to design, perform, and inspect the work.

7.5 That the work to be performed and provided by the Owner and covered by this agreement will be commenced on or before _____, and that all work excluding asphalt road surface, concrete curb and gutter and concrete sidewalk (if applicable) will be completed before _____. The asphalt road surface (including base and seal), concrete curb and gutter and concrete sidewalk must be completed before _____.

7.6 That if work is not commenced and completed in compliance with the dates stated in paragraph 7.5, this agreement shall be deemed to be in default and the Village may exercise its rights hereunder, and that no work can then be started or continued after this date until written approval is forwarded by the Works & Maintenance Department.

7.7 That no substantial change will be made to the Tentative Plan shown as 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 Works & Maintenance Department in conjunction with the Village Planning Commission.

7.8 The owner shall ensure that any construction activities carried out on lands covered under this agreement will not create a "mosquito breeding site" through the formation of a



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"low- lying area", including ground depressions, holes, ruts, ponds, swales, and ditches, other than those intended by virtue of the approved subdivision "drainage plan" and that the natural drainage will not be altered, so as to cause water accumulation on vacant lots or adjacent lands.

8. The schedules hereto annexed, and all plans, sketches or other annexure 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 - _____ Subdivision Unit No. _____, Phase _____
	(ii) Engineering Plan/Profile Drawings

9. The Owner shall provide the necessary letter(s) of credit, insurance and securities as stipulated in this 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".
10. The Owner covenants and agrees to convey or transfer to the Village, without cost, and free of all encumbrances, the Title to all lands over, across or upon which the work will be performed under and by virtue of this agreement. The Village may rely on a Certificate provided by the owner's solicitor.
11. Nothing in this agreement is intended to affect any statutory lien which the Village may have against the land of the Owner by virtue of any law giving to the Village the right of a lien against any property of the Owner arising out of the installation and performance of the work.
12. This agreement shall ensure to the benefit of and be binding upon the parties, their heirs, executors, successors and assigns respectively.
-



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SCHEDULE "A"

Description of Work

This is Schedule "A" forming part of Subdivision Agreement # ___-___, and Village of Salisbury and _____

The following services shall constitute "the work" to be performed and provided (a) at the expense of the Owner; and (b) at the expense of the Village of Salisbury, 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 ____
(Creating ____ residential building lots)
- (ii) Engineering Plan/Profile Drawings "Issued for Construction", Sheets 1 through _____. Dated: _____ Revision No. _____.

Services: At expense of owner:

- (1) Sanitary sewers and lot services
- (2) Water mains and lot services
- (3) Storm sewers, lot services and major drainage swales and ditches
- (4) Roadway construction - granular base (11m width, 375mm depth)
- (5) Street lighting and all underground cable utilities
- (6) Concrete curb and gutter and curb drain
- (8) Road surface construction - Asphalt Concrete pavement (Base 75 mm - Seal 25 mm)
- (9) Concrete Sidewalk (may or may not be constructed. Final decision will be made by the Works & Maintenance Department.)

All designs, materials, work, equipment methods, etc., must be in strict compliance with the Village's Standard Municipal Specifications and receive prior approval in writing from the Works & Maintenance Department 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 \$ _____

Concrete curb and gutter \$ _____

Concrete sidewalk \$ _____

TOTAL: \$ _____



Village of
Salisbury

APPENDIX "C"

SUBDIVISION AGREEMENT (SAMPLE)

April 2019

A satisfactory letter of credit covering the total estimated cost of \$_____ for these services must be deposited with the Village prior to receiving provisional acceptance, 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, including engineering and administration fee, and invoiced to the Owner for payment within thirty (30) days, if this work is carried out by the Village.



DRAINAGE AGREEMENT

Drainage Agreement:

PID(s): _____

THIS AGREEMENT made this ____ day of _____, 20____

BETWEEN:

The Village of Salisbury, a municipal corporation, duly incorporated under and by virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, and located at 30 Honour House Court in the Village of Salisbury, County of Albert and Province of New Brunswick, hereinafter referred to as the "Village",

Of the First Part;

AND:

_____ a company duly and regularly incorporated, with head office and chief place of business at the Village of Salisbury, County of Albert and Province of New Brunswick, hereinafter referred to as the "Owner".

Of the Second Part.

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

WHEREAS by Resolution of the Village Council of the Village of Salisbury, 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 Village 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 Owner 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 Owner.
 2. In the event that the Owner, 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
-



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as Schedule "A", the Village shall give the Owner, or successor in title, ten (10) days to correct the breach. Failure by the Owner, or successor in title to adequately correct the breach, to the satisfaction of the Village, will give the Village the right to proceed upon the property and rectify the breach at the cost of the Owner or successor in title. Said costs will then become a lien against the property.

3. The Owner 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 approved Drainage Plan shall be constructed by the Owner or subsequent owner at the time of landscaping.
4. The Owner further agrees that if adequate natural drainage cannot be achieved, catch basins must be installed as required. These catch basins will remain private, and any property owner, where a catch basin has been installed onto his property or a portion thereof, will assume responsibility for maintenance; i.e. cleaning the top grill to insure maximum intake of surface water. Furthermore, any property owner whose property benefits or drains into said basins, as indicated on the approved Drainage Plan, shall be equally responsible for the cost of maintenance and repair of the basins and infrastructure related thereto.
5. The Owner is responsible for the cost of registration of this agreement in the Westmorland County Registry Office or Land Titles Office, whichever the case may be. The Village will not issue any permits until such time as the Village has received confirmation of registration of this agreement.

In witness, whereof the parties have hereunto affixed their respective seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED

) **Village of Salisbury**
)
) _____
) Mayor
)
) _____
) Village Clerk
)
) _____
)
) _____
) President
)
) _____
) Secretary



RECORD DRAWING REQUIREMENTS

1.0 PROVISIONAL RECORD DRAWINGS

The following details shall be shown on the drawings:

- As constructed locations of all new infrastructure
- Locations of all existing infrastructure within the bounds of the project as accurately as possible.
- Location ties and/or NB Grid Coordinates (NAD83 CSRS) for ends of all pipes, services, manholes, valves etc.
- Existing and proposed lot lines, lot numbers, street lines, street names, easements.
- Full details of all services, eg. Sizes, grades, materials, bedding, inverts, etc.
- Any item that is relevant to the project infrastructure not listed above.

The drawings shall have a cover sheet showing the following:

- Project name and location.
- Location sketch showing the project location relevant to the adjacent streets, etc.
- The Company name, contact person, address, and contact number of: the Consultant, the Contractor, and the Developer.
- The following information: construction start date, date of issuance of Certificate of Provisional Acceptance, inspection date and representatives in attendance, names(s) of general contractor and their superintendent and foreman, name(s) of sub-contractor(s), consultant's inspector(s), material suppliers (i.e. granulars, concrete, asphalt, precast manholes, pipe, etc.)

All line work and symbols shall meet the Village of Salisbury specifications for Record Drawings.

The drawings will be accompanied by shop drawings and operations manuals for any equipment installation and all initial pipe video inspection reports and media.

2.0 FINAL RECORD DRAWINGS

Final Record Drawings shall be submitted on sheet size 600mm x 900mm (24"x36") paper, PDF format and in electronic form, in NAD83, CSRS coordinate system, compatible with AutoCAD software currently in use by the Village of Salisbury Works & Maintenance Department.



3.0 PARTICULAR REQUIREMENTS

- 3.1 Distances between manholes, manholes to catch basins/slucice boxes, and catch basins to sluice boxes to be shown next to pipe in drawing. Distance between valves, tees, connecting sleeves, etc. to be similarly shown.
- 3.2 If mains have been extended from existing stub mains, the total distance from the last existing manhole/valve to the new manhole/valve will also be shown.
- 3.3 Type and size of main pipe lines are to be shown adjacent to the pipe, however, secondary pipe (catch basin/ditch leads, etc.) type and size may be listed in the General Notes.
- 3.4 Every manhole, catch basin, valve and hydrant should have an identification number (e.g. SANMH1, STMH1, VC1, etc.). Properties should also be identified by their registered lot number (e.g. 03-24 or Lot 5) or civic address.
- 3.5 Distances between hydrants, hydrant valves and tees to be shown in tabular format or in a listed format offset from the hydrant with a leader. The type of hydrant, valve information, and pipe material/size may be listed in the General Notes.
- 3.6 Show direction of flow and percentage of grade for all storm and sanitary mains adjacent to pipe or on profile.
- 3.7 Show all service laterals. Size and type may be shown in the General Notes.
- 3.8 Show inverts for storm and sanitary service laterals at the main and at property line. This information will be shown in table form either on the individual lot or collectively in the lower half of the sheet.
- 3.9 All new or existing structures or features within the project boundaries are to be shown (i.e. utility poles, driveways, underground cables, retaining walls, etc.).
- 3.10 Show actual location of all building walls/corners facing project street (i.e. the front of the house, etc.).
- 3.11 Show civic numbers for all buildings shown. Civic number must face street that it references.
- 3.12 Cover elevations and all inverts of existing and new manholes included in the project should be tabulated. A note should be added to reflect the status of the cover elevation (e.g. top of base asphalt, finished grade, etc.).
- 3.13 Show location of all underground electrical conduits (for decorative street lights, etc.).

4.0 TIE-IN REQUIREMENTS

Tie-ins are required to existing houses, poles or other permanent structures. If not possible, then manholes, hydrants, property pins, etc.



Tie-ins may be shown on separate sheets for water, sanitary and storm. All ties should be as short as possible and no longer than 30m. Swing ties are preferred with near right angle legs. Features to tie-in include, but not limited to:

- Tees
- Bends
- Sleeves
- Curb Stands
- Dead ends/caps/plugs
- Hydrant valve boxes
- All structures, including those located behind the curb line (MH, CB, SB, VC, ...)
- Electrical boxes for underground electrical supply
- Location of all kinks/bends/concrete duct banks for underground electrical supply

5.0 DELIVERABLES

- 5.1 Preliminary submittal - 2 complete sets of plans on bond paper, marked "PRELIMINARY"
 - 5.2 Upon acceptance: 1 complete set of plans on bond paper, marked "FINAL", 1 digital compact disc, marked as to content, containing a complete set of plans in NAD83, CSRS coordinate system, compatible with AutoCAD software currently in use by the Village, PDF files of the same, and a digital co-ordinate point file of all tie-in points in ASCII text, comma delimited, PNEZD format.
-



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CERTIFICATE OF PROVISIONAL ACCEPTANCE
(on yellow paper)

Check Phase: BELOW-GROUND PHASE ABOVE-GROUND PHASE

SUBDIVISION NAME / UNIT NO.
& PHASE NO.:

SUBDIVISION AGREEMENT NO.:

DEVELOPER:

CONSULTANT / ENGINEER

Detailed description of work completed under this certificate.

I, _____, P. Eng., do hereby certify that all works required under this Subdivision Agreement are "Provisionally Accepted" as of the _____ day of _____, 20____ and that full-time construction inspection was carried out in compliance with Paragraph 3.1 of the Subdivision Development Procedures, Standards and Guidelines. It is understood that the "warranty and maintenance period" commences as of this date and all contract requirements including those listed below, have been fully met;

Attachments:

Below-Ground Phase

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

Above-Ground Phase

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



April 2019

1. The Statutory Declaration covers all work completed to date under this contract. Declaration must state that each and every person having completed work under this contract, has been paid in full, or, that a letter of agreement is attached from each and every person not paid in full, stating that arrangements have been made to their satisfaction, to be remunerated, at a later date. It is hereby understood and agreed that an updated Statutory Declaration must be submitted when all work covered under this contract is complete and is a requirement prior to the issuance of the Certificate of Final Acceptance.
2. A complete inspection of the works was carried out on _____, and those present at the Inspection are listed on the attached Deficiency List.

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

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

3. The Consultant / Engineer agrees to provide to the Village of Salisbury Works & Maintenance Department, within 90 days (three months) from the date of issuance of the Certificate of Provisional Acceptance, a complete set of "Final Record Drawings" in accordance with Appendix "E" Record Drawing submission.
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: _____
Director of Engineering

Cc: Director of Engineering
Consultant / Engineer
Developer

APPENDIX "G"



Village of
Salisbury

CERTIFICATE OF FINAL ACCEPTANCE

April 2019

CERTIFICATE OF FINAL ACCEPTANCE

**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 Provisional Acceptance" for the below-ground work was issued on _____.

2. A "Certificate of Provisional Acceptance" for the above-ground work 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 Village requirements.

APPENDIX "G"



Village of
Salisbury

CERTIFICATE OF FINAL ACCEPTANCE

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

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

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

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

- 9. We, the undersigned do hereby certify that all matters relating to this Phase of 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: _____
Director of Engineering

Cc: Director of Engineering
Consultant / Engineer
Developer