2019
SUBDIVISION DEVELOPMENT
PROCEDURES, STANDARDS AND GUIDELINES

Issued
February 4, 2019
FOREWORD AND DISCLAIMER

This edition of the City of Moncton Subdivision Development – Procedures, Standards and Guidelines replaces the November 2017 edition. This document provides information regarding the procedures, standards and requirements that must be met for Subdivision Development in the City of Moncton primarily for residential housing projects.

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

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

- City of Moncton Design Criteria Manual for Municipal Services
- City of Moncton Standard Municipal Specifications
- City of Moncton By-law H-102 (A by-law relating to the prevention of excessive noises in the City of Moncton)
- City of Moncton By-Law P-215 (A by-law relating to the regulation and control of the discharge of wastewater and stormwater runoff into the sewage works of the City of Moncton)
- City of Moncton By-law T-310 (A by-law relating to the regulation of traffic and parking in the City of Moncton)
- City of Moncton By-law T-410 (A by-law relating to the use of streets in the City of Moncton)
- By-law Z-202 (City of Moncton Zoning By-law)
- City of Moncton By-law Z-302 (A by-law relating to the subdivision of lands in the City of Moncton)
- City of Moncton By-law Z-410 (A by-law relating to buildings in the City of Moncton)
- City of Moncton Municipal Development Plan
- City of Moncton Active Transportation Plan
- New Brunswick Community Planning Act
- Transportation Association of Canada – Geometric Design Guide for Canadian Roads
- Canada Post – Postal Delivery Standards Manual
NOTE

NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE ON THE ACCURACY OR COMPLETENESS OF THE CONTENTS OF THIS DOCUMENT OR ANY EXTRACTIONS FROM REFERENCE TO OTHER PUBLICATIONS; NOR SHALL THE FACT OF DISTRIBUTION CONSTITUTE RESPONSIBILITY BY THE CITY OF MONCTON FOR OMISSIONS, ERRORS OR POSSIBLE MISREPRESENTATIONS THAT MAY RESULT FROM USE OR INTERPRETATION OF THE MATERIAL HEREIN CONTAINED.

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NOTE: The forms provided are Standard forms required for the subdivision development process, in use by the City at time of publication. It is the responsibility of the Developer and/or the Consultant / Engineer to ensure the latest edition and proper colored paper is used at the time of submission.
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DEFINITIONS

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

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

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

APPROVAL means the approval of the Development Officer and the City Engineering and Environmental Services, Recreation, Parks & Culture and Legal Departments. Their decision will be final and binding in matters of subdivision layout, design and construction of municipal infrastructure, designation of Land for Public Purposes and legal matters.

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

CITY means the City of Moncton

CITY ENGINEER means the General Manager of Engineering and Environmental Services appointed by Moncton City Council or the designated representative.

COMMITTEE means the Planning Advisory Committee for the City of Moncton

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

COUNCIL means the Council of the City of Moncton.

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

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

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

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

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

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

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

ENGINEERING DEPARTMENT means the Department of Engineering and Environmental Services.

FEES mean the various fees outlined in the Moncton Subdivision By-law # Z-302 payable to the Committee upon submission of a Tentative Subdivision Plan application.

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

INSPECTION – See Resident Services

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

LOT means a building lot.

LOT GRADING AND DRAINAGE PLAN means a plan depicting swales, ditches, flow directions and typical building location on a building lot as per Drawing No. S/D 15.

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

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

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

RECORD DRAWINGS means the stamped Engineering drawings prepared following completion of construction that shows, insofar as possible, the true co-ordinate location and pertinent information regarding all infrastructure constructed or installed.
RECREATION, PARKS & CULTURE DEPARTMENT means the person appointed by Council responsible for the acceptance of Land for Public Purposes and related matters.

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

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

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

STREET – see Road

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

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

SUBDIVISION GRADING AND DRAINAGE PLAN means the plan showing the overall grading and drainage scheme for the proposed subdivision and the individual lot grading requirements as per Drawing No. S/D 14. 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.

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

Type 1 Subdivision - means a subdivision that does not create a new public street and services.

Type 2 Subdivision – means a subdivision that creates a public street and services.

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

Applicant meets with Urban Planning and Applicant to submit Application, Applicable Fees & "Tentative Plan" to Development Officer

Development Officer reviews Tentative Plan (Checklist)

All required information has been submitted?

YES

Tentative Plan Review

NO

Development Officer provides copies of Tentative Plan to Provincial and/or Municipal Departments for

Development Officer receives recommendations

Tentative Plan(s) meet all requirements

YES

Consultation may be required between applicant/surveyor

NO

Development Officer forwards Tentative Plan and report to PAC for approval and recommendation to City Council for Location of streets and Lands for Public Purposes

Development Officer forwards Tentative Plan and PAC recommendation to City Council for assent.

NO

City Council assent(s) to the location of streets

YES

Consultant/Engineer or Applicant submits Design Brief and Engineering Drawings to the City Engineer

Acceptance of Engineering

NO

YES

Development Officer approves Tentative Plan subject to any terms & conditions as may be considered necessary to assure compliance with all City requirements

Appeal Decision Prov. Planning Board Section 86(2)(d).

Subdivision Construction Cost Estimate submitted

Engineering Dept. drafts Subdivision Agreement and submits to Legal Dept.

Subdivision Development Agreement executed by the

Upon approval of Development Permit, the Applicant can proceed with the construction of streets and connection to City services provided all items in Section 2.2 have been carried

Applicant submits 2 Paper copies of a Final Tentative Plan of all or any part of the land comprised in the approved Tentative Plan for the approval of the Development Officer

Development Officer provides a copy of the Final Tentative Plan to Engineering, GIS, Parks & Leisure Services and Finance Departments for Final Review. Comments Back to Development Officer

Development Officer approves Tentative Plan subject to any terms & conditions as may be considered necessary to assure compliance with all City requirements

Consultation may be required between applicant/surveyor

Applicant submits Subdivision Grading and Drainage Plan to the City Engineer, in Paper and Digital Format

Legal Dept. drafts Drainage Agreement

Drainage Agreement executed by the applicant

Applicant submits Final Security to the City

Applicant submits Mylar for Subdivision Plan to Development Officer.

Development Officer forwards Mylar to Legal Dept. for review and Mayor & Clerk Signatures, if Necessary

Development Officer returns endorsed Mylar to Applicant

Applicant submits Final set of Subdivision Plan to Development Officer for endorsement

City Clerk assents to plan

YES

NO

Development Officer approves Final Plan

Development Officer rejects Tentative Plan in writing

Appeal Decision Prov. Planning Board Section 86(2)(d).

Applicant submits 2 Paper copies of a Final Tentative Plan of all or any part of the land comprised in the approved Tentative Plan for the approval of the Development Officer

Development Officer provides a copy of the Final Tentative Plan to Engineering, GIS, Parks & Leisure Services and Finance Departments for Final Review. Comments Back to Development Officer

Development Officer approves Tentative Plan subject to any terms & conditions as may be considered necessary to assure compliance with all City requirements

Consultation may be required between applicant/surveyor

Applicant submits Subdivision Grading and Drainage Plan to the City Engineer, in Paper and Digital Format

Legal Dept. drafts Drainage Agreement

Drainage Agreement executed by the applicant

Applicant submits Final Security to the City

Applicant submits Mylar for Subdivision Plan to Development Officer.

Development Officer forwards Mylar to Legal Dept. for review and Mayor & Clerk Signatures, if Necessary

Development Officer returns endorsed Mylar to Applicant

Applicant submits Final set of the Subdivision Plan to the Development Officer for endorsement

City Clerk assents to plan

YES

NO

Development Officer approves Final Plan

Development Officer rejects Tentative Plan in writing

Appeal Decision Prov. Planning Board Section 86(2)(d).

Applicant must register Final Plan with the Provincial Registry Office within 1 year of approval

Belgium

February 2019
Section 1 pertains to the approval process and the Procedures, Standards and Guidelines for Type 1 and Type 2 Subdivisions.
1. SUBDIVISION PLAN APPROVAL

1.1. TENTATIVE PLAN SUBMISSION & REQUIREMENTS

1.1.1. Prior to submitting a Tentative Plan, the Applicant and/or the Consultant / Engineer shall:

- Read and become familiar with all requirements as outlined in these guidelines.
- Meet with the Development Officer to obtain information and discuss the preliminary concept, procedures and requirements of the various City By-laws and Municipal Plan.
- Meet with Engineering Department staff to obtain information and discuss the preliminary concept in order to determine the requirements for connecting to, extending or constructing infrastructure such as sewers, watermains, roads, etc.
- Meet with Recreation, Parks & Culture Department staff to obtain information and discuss the preliminary concept in order to determine the requirements for Land for Public Purposes, linear trail systems, etc. or alternative options such as cash-in-lieu.
- Review the Environmental Issues Checklist (Appendix “B”) to identify potential implications.

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

1.1.3. A Tentative Subdivision Plan shall be submitted in accordance with Section 81(2) of the Act and shall be marked “Tentative Plan”:

1.1.3.1. The proposed name of the proposed subdivision.

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

1.1.3.3. The location, widths and names of existing streets on which the proposed subdivision abuts, and the locations, widths and proposed names of the proposed 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 availability and nature of domestic water supplies
1.1.3.6. The nature and porosity of the soil

1.1.3.7. 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.

1.1.3.8. 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.

1.1.3.9. Any contours or elevations necessary to determine the grade of the streets and the drainage of the land.

1.1.3.10. The services that are or will be provided by the local government to the land proposed to be subdivided.

1.1.3.11. 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.

1.1.3.12. Any plans for landscaping and tree planting

1.1.3.13. The proposed location of every building

1.1.3.14. Any further information required by the Development Officer to assure compliance with the Subdivision By-law.

1.2. FEES

1.2.1. A person proposing to subdivide land shall, at the time of submission of the Tentative Subdivision Plan, pay the following fees:

(a) At time of application

1.2.1.1. A Subdivision Application and Processing Fee.

1.2.1.2. A fee where a Subdivision Agreement is required as a condition of approval, and

1.2.1.3. A lot fee for each parcel or lot created by the subdivision.

(b) Prior to construction

1.2.1.4. A Subdivision Provisional Inspection fee

1.2.1.5. A Subdivision Chlorination fee
1.2.1.6. A streets and Services Permit is also required as outlined in bylaw T-410: A pavement degradation fee depending on the age of the asphalt
A permit administration/inspection
A security deposit for each trench or street connection

1.3. TENTATIVE APPROVAL

1.3.1. The Development Officer may ask for additional information, but shall, within (6) weeks after receipt of all information requested either;

1.3.1.1. Approve the Tentative Subdivision Plan subject to such terms and conditions as is considered necessary to assure compliance with the Subdivision By-law or

1.3.1.2. Reject the Tentative Subdivision Plan by notice in writing to the Applicant stating the features of the plan objected to and/or the reasons for rejection.

1.3.2. Approval of the Tentative Subdivision Plan is granted by the Development Officer only after the following steps have been completed.

1.3.2.1. A review has been completed by all affected Municipal, Provincial and Federal Departments as may be required and that any and all issues identified have been, or are being, addressed to the satisfaction of the various parties.

1.3.2.2. The Committee has recommended approval of the Tentative Subdivision Plan and/or

1.3.2.3. Moncton City Council has granted approval to the Tentative Subdivision Plan and has assented to the location of the proposed streets and/or Land for Public Purposes.

1.3.3. Approval of a Tentative Subdivision Plan granted by the Development Officer, is null and void at the expiration of one (1) year from the day such approval was given and will require revalidation. Refer to Section 1.9 - Final Subdivision Plan Endorsement.

1.4. GENERAL REQUIREMENTS

1.4.1. LOT AND BLOCK SIZE

1.4.1.1. Every lot, block and other parcel of land in a subdivision shall abut;
1.4.1.2. Every block shall be a minimum of 150 meters long and no more than 365 meters long and designed with a depth or width that will allow two tiers of lots.

1.4.1.3. The provisions for minimum lot sizes shall be as provided for in the City of Moncton Zoning By-law.

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

1.4.2. STREET NAMES

1.4.2.1. Proposed street names shall be in compliance with the City of Moncton street naming policy and shall be shown on the Tentative Subdivision Plan.

1.4.2.2. The final authority for the naming of streets rests with Moncton City Council.

1.4.3. TEMPORARY TURN AROUNDS

Temporary turn arounds shall be constructed to public street standards, gravel only, at the end of all dead end streets including stub streets and with the exception of phased subdivisions shall be designated on the subdivision plan as a Future Street as defined within the Act. Temporary turn arounds are for City of Moncton use for safely maneuvering large vehicles and as such, turn arounds shall not be impeded in any way. Parking vehicles or trailers or storing construction materials or debris is strictly prohibited. Driveways and other accesses will not be permitted on to Future Streets and temporary turnarounds.

In the case of a street connection to an adjoining property not owned by the developer, the developer can consider one of the following two options:

- Provide the City with a written agreement from the adjacent landowner that a temporary turn-around can be constructed on the adjacent land and that the land to accommodate the turn-around will be dedicated or conveyed to the City on the filing of the subdivision plan.

- Construct the stub street to public street standard to the back lot line and designate it a Future Street until such time as it can be extended to the
public street network on the adjacent lands. Driveway access will be prohibited off this Future Street, and restrictive covenants running with the land, satisfactory to the Legal Department, may be required.

1.4.4. STUB STREETS

See section 1.4.3.

1.4.5. DESIGN CRITERIA

1.4.5.1. 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 City of Moncton Municipal Development Plan.

1.4.5.2. Streets are to be designed to meet the requirements of the Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads – latest edition, unless otherwise specified.

The street system must be integrated with the existing street network such that there are at least two access points to each street, with the exception of a Cul-de-Sac, if permitted.

1.4.6 STREET CLASSIFICATIONS

Streets in a proposed subdivision will be evaluated and assessed a classification will be determined by the City based on the Traffic Impact Study completed for the proposed development and on the street network within the subdivision and the adjacent street network. All costs associated with Traffic Impact Studies are the responsibility of the Developer. This classification will be determined at the Tentative Subdivision Plan approval process and will be used in determining through streets, stop sign locations, road right-of-way width allowance, street widths, sidewalk requirements and locations, provision for Active Transportation i.e. bus lanes, bicycle lanes, etc. (Refer to the Street Classification Tables and Typical Road Cross Sections.)

1.4.7 CUL-DE-SAC

1.4.7.1 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.
1.4.7.2 The minimum right-of-way radius of a temporary turn-around or permanent Cul-de-Sac shall be 18 meters with a minimum curb radius of 15.5 meters measured to back of curb. (Shown on Drawing No. S/D 10.)

1.4.7.3 The maximum allowable length for any Cul-de-Sac shall be 180 meters measured from the street line of the abutting street to the back street line of the Cul-de-Sac.

1.4.8 RESERVED STRIPS

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

1.4.9 STREET INTERSECTIONS

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

1.4.9.2 Where proposed streets intersect at angles other than 90 degrees, a 40-meter straight section of the intersecting street shall be constructed perpendicular (90 degrees) to establish the differing intersecting angle away from the intersection. The 40-meter minimum straight section shall be measured along the centerline of the intersecting street beginning at the edge of the intersecting right-of-way.

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

1.4.9.4 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 City Engineering design review.

1.4.10 CHARGE AREA

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

Charge areas are outlined on Drawings No. S/D 18, 19 and 20.

1.4.11 FUTURE COST RECOVERY

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

Subsection 5(2) of the Subdivision By-law, which is enacted pursuant to section 45 of the Community Planning Act, R.S.N.B. 1973, c. C-12, states:

5(2) Where any subdivision being proposed benefits from services previously constructed, whether by the City or another person, the development officer shall not approve the plan unless the person proposing the subdivision pays or agrees to pay to the City or another person an amount equal to the initial cost of such services or an amount equal to his proportional share, calculated as a percentage of the area benefiting from said previously installed services.

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

1.4.12 MUNICIPAL SERVICES EASEMENTS

Municipal Services Easements, where required, shall be provided by the Developer and shall be indicated on the Tentative Subdivision plan. Minimum width of sewer and water easements are six (6) meters. Additional widths may be required for deeper cuts in order to meet safe trenching requirements or other special circumstances as the case may be.

1.4.13 PUBLIC UTILITY SERVICES

1.4.13.1 The primary lines servicing a subdivision may be on the front or back of lots as determined by the Developer in consultation with the various utilities involved. This shall be done during the Tentative Subdivision Plan review stage.

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

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

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

The narrative report must include;

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

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

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

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

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

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

Failure to follow the Erosion and Sediment Control requirements or Guidelines may
result in security being applied to remedy the default, or charges being laid under By-law P-215 (A By-law relating to the regulation and control of the discharge of wastewater and stormwater runoff in to the sewage works of the City of Moncton), an infraction under which is subject to a fine of $1070 per day.

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

1.5. SUBDIVISION AGREEMENT

1.5.1. Pursuant to Section 5 of the City of Moncton Subdivision By-law, an Applicant proposing a subdivision that involves the construction of public streets, installation of municipal infrastructure and/or development of Land for Public Purposes, is required to enter into a Subdivision Agreement with the City.

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
- Estimated cost sharing on LFPP frontages if applicable
- Estimated cost sharing on oversizing if applicable
- Estimated contribution for “Charge Area” funding if applicable
- Estimated contribution for “Street Tree” funding
- Construction schedule
- Maintenance period
- Certificates of Acceptance
- Securities
- Schedules
- Other items that may be negotiated between the City and the Developer.
- Record Drawings

1.5.3. The Developer shall provide the Consultant a copy of the signed Subdivision Agreement in order to ensure the Consultant is fully aware of items, details and schedules for the installation of all infrastructures.

1.5.4. A sample Subdivision Agreement is provided as Appendix “C” of this document.

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

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

1.6.1. Pursuant to Section 5 of the City of Moncton Subdivision By-law, an Applicant proposing a subdivision that involves the construction of public streets and installation of municipal infrastructure is required to enter into a Drainage Agreement.

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

- Responsibilities of the Owner, heirs and assigns.
- Construction requirements
- Consequences of non-compliance
- Registration of Agreement
- Other items that may be negotiated between the City and the Developer.

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

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

1.7. ACTIVE TRANSPORTATION

The City of Moncton Active Transportation Plan shall form part of the overall design concept of a subdivision layout.

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

1.7.1. PEDESTRIAN WALKWAYS

1.7.1.1. The right-of-way width for pedestrian walkways, where required, shall be a minimum of six (6) meters.
1.7.1.2. The walking surface shall have a clear travel width of three to four (3 to 4) meters minimum and shall be landscaped in accordance with the requirements of the Parks and Leisure Services 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 City’s linear trails system where required and shall be determined during the tentative subdivision plan approval stage.

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

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

1.7.1.4. 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 City’s linear trail system.

1.7.1.5. This would necessitate the installation of sidewalk on one side of the cul-de-sac despite what is indicated in the Street Classification Table and shown on Drawing S/D 10.

1.8. LAND FOR PUBLIC PURPOSES

1.8.1. As a condition of approval of a subdivision plan, land in the amount of 10 percent (10%) of the area in the proposed subdivision exclusive of public streets, at such location as assented to by Council, is to be set aside as Land for Public Purposes and so indicated on the Subdivision Plan.

1.8.2. Council may require, in lieu of the ten percent (10%) requirement, a sum of money to be paid to the Municipality in the amount of eight percent (8%) of the market value of the land in the subdivision at the time of submission for approval.

1.8.3. Market value for calculation of cash-in-lieu of Land for Public Purposes will be determined by the City of Moncton. If an independent appraisal is requested by the Developer to determine the land value upon which the cash-in-lieu of land fees is based, all costs shall be paid by the Developer.

1.8.4. With the consent of Owner and the City, Land for Public Purposes dedication
may be made in an area of the City other than the area proposed to be subdivided.

1.8.5. The Developer or the City may consider a combination of part land and part cash-in-lieu, provided the aggregate value shall not be less than that provided in Sections 4(1) and 4(2) of Subdivision By-law.

1.8.6. All Land for Public Purposes fronting on a public street shall have a minimum frontage of 15 meters and shall be of sufficient length to accommodate the intended use of the proposed Land for Public Purposes.

1.8.7. Where the intended use of Land for Public Purposes is a linear trail such land shall have a minimum width/frontage of 10 meters, except where existing conditions do not permit.

1.8.8. Where Land for Public Purposes is substandard the Developer shall, where required to accommodate the designated use of the said lands, grade and level the said land and install all necessary drainage systems, and other municipal infrastructure including connection to mains, all of which shall be in accordance with the City of Moncton Standard Municipal Specifications and shall form part of the Subdivision Agreement.

1.9. SUBDIVISION PLAN APPROVAL

1.9.1. An application for final approval of a subdivision plan shall be submitted to the Development Officer within one year from the date of the approval of the Tentative Subdivision Plan. Failure to do so will render the original Tentative Subdivision Plan null and void and will therefore require revalidation. This is pursuant to Section 82 of the Act.

1.9.2. The Applicant may submit to the Development Officer a request for approval of a subdivision plan of all or any part of the land comprised in the approved tentative subdivision plan.

1.9.3. The Subdivision Plan shall be in accordance with the approved Tentative Subdivision Plan and comply with requirements set out in Section 84(3) of the Act.

1.9.4. 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 or dashed line, the area of streets, future streets or Land for Public Purposes, the size or number of lots or parcels being created or any significant feature, element or intent of the Tentative Plan.
1.10. FINAL SUBDIVISION PLAN ENDORSEMENT

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

- The Development Officer has approved the Subdivision Plan.
- The Owner has signed the Subdivision Plan, including the adjacent Owner where applicable (e.g. turnaround on adjacent land).
- At the discretion of the City Engineer, full security may be accepted in order to permit registration of lots prior to Substantial Completion or Provisional Acceptance.
- The Subdivision and Drainage Agreements have been executed between the Applicants and the City and the Drainage Agreement has been registered in the Registry Office.
- The City Legal Department is in receipt of satisfactory proof of insurance, and all other required documents such as:
  - 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 City is in receipt of all required securities for the remaining works in the subdivision.
- The Developer has contributed the full amount for Street Trees.
- The City Clerk has assented to the Subdivision Plan.
Section 2 pertains to the construction process from design to final approval of all municipal infrastructure and applies to a Type 1 and Type 2 subdivisions.
2. SUBDIVISION CONSTRUCTION – STANDARDS & GUIDELINES

NOTE: The latest edition of the City of Moncton “Design Criteria Manual for Municipal Services” and the “Standard Municipal Specifications” shall be strictly adhered to for all design and construction activities.

Construction plans expire after one year from date of issuance or upon adoption of a new City of Moncton Standard Municipal Specification.

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

2.1.1. The Applicant shall engage the services of a Consultant / Engineer acceptable to the City, whenever the proposed subdivision requires the construction of municipal infrastructure such as sewers, watermains, roads, sidewalks etc.

2.1.2. The Consultant / Engineer shall carry out all designs, calculations, construction supervision and inspection in accordance with accepted engineering practice and in compliance with regulations, procedures, by-laws, specifications and requirements of the various regulating authorities and agencies, etc. The latest edition of the City of Moncton Design Criteria Manual for Municipal Services and Standard Municipal Specifications shall be met or exceeded.

2.1.3. The Developer and/or the Consultant / Engineer shall negotiate with NB Power to arrange for electrical servicing of the subdivision. A plan showing the location of all utility poles is to be submitted to the City Engineering Department for approval if front lot servicing is being utilized.

2.1.4. The Consultant / Engineer shall submit one (1) set of “Issued for Review” engineering design drawings and Subdivision Grading and Drainage Plans and one (1) Preliminary Design Brief showing all calculations for storm and sanitary sewer systems, water distribution system, street grades, underground electrical, utility poles, community mailboxes and all other pertinent information including construction drawings as required for infrastructure of any nature within the R.O.W.

Once the “Issued for Review” plans and design brief have been accepted by the City Engineer, the Consultant / Engineer shall submit two (2) sets of Issued for Construction engineering detail drawings and Subdivision Grading and Drainage Plans and one (1) Final Design Brief showing all calculations for storm and sanitary sewer systems, water distribution system, street grades, underground electrical, utility poles, community mailboxes and all other pertinent information including construction drawings as required for infrastructure of any nature within the R.O.W.
The Issued for Construction submission shall also include digital copies of the Final Design Brief in PDF format and digital copies of the Subdivision Grading and Drainage Plan and Construction Drawings in PDF and AutoCad Nad83 format that is currently supported by the City Engineering Department at time of publication of this document.

Due to the City being subject to the Right to Information and Protection of Privacy Act, R.S.N.B., 2009, c. R-10.6, Design Briefs or other supporting documentation may be shared with contractors or disclosed to other interested third parties where applicable. Any limitation on the City’s use of the Design Briefs or other supporting documentation is prohibited, and if such limitation appears by any means whatsoever, it will be considered null, void and unenforceable as against the City, and the City Engineer may reject said Design Brief and supporting documentation.

2.1.5. The Consultant / Engineer shall submit one signed copy of the “Environmental Issues Checklist” – Appendix “B”.

2.1.6. The Consultant / Engineer will be advised by the Engineering Department of any additional information or changes that may be required and/or of any engineering problems anticipated with the proposed subdivision. All required changes shall be made and resubmitted for final review.

2.2. COMMENCEMENT OF CONSTRUCTION

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

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

Notification of any changes to this agreement shall be sent to the City Engineer.

2.2.2. The Tentative Subdivision Plan has been approved by the Development Officer.

2.2.3. Engineering Construction drawings, details, construction cost estimates and design briefs have been approved by the City Engineering 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 City Recreation, Parks & Culture Department.
2.2.5. Security calculations and amounts have been completed by City Engineering staff. However, actual posting of security is only required prior to filing of the Subdivision plan.

2.2.6. The Subdivision Agreement has been executed between the Developer and the City, and a Street and Services Permit has been issued.

2.2.7. Applicable insurances have been submitted and accepted by the City Engineering and Legal Departments.

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 Recreation, Parks, and Culture, Engineering and Legal Departments.

2.2.10. An on-site inspection of erosion and sedimentation control measures has been conducted by the Developer, Consultant, Contractor and City of Moncton officials.

2.2.11. A pre-construction meeting has been held to discuss all pertinent details of construction, scheduling and overall work plan. The following personnel must attend this meeting:

- Developer
- Design Engineer
- Resident Inspector
- Contractor
- Contractor’s Foreman / Supervisor
- City Engineering Department Staff

The Consultant and/or Contractor must submit a written work schedule at the pre-construction meeting. The schedule including any amendments thereto will be finalised at this meeting.

At the pre-construction meeting, the Developer’s General Contractor shall be required to provide the following documentation:

1. New Brunswick Construction Safety Association “Certificate of Recognition” or equivalent program with a current status of “Certificate of Recognition” (COR) or “Letter of Good Standing” is mandatory as a condition to carry out the installation of infrastructure as shown on the accepted construction plans.
2. An up-to-date “Clearance Certificate” from WorkSafe NB certifying that all payments required under the contract have been made.
2.2.12. A development permit has been issued by the Engineering and Environmental Services Department.

2.3. STREETS

2.3.1. CUL-DE-SAC

2.3.1.1. Islands within Cul-de-Sacs will be constructed and landscaped in accordance with City Engineering and Recreation, Parks & Culture Department requirements.

2.3.1.2. Watermains servicing Cul-de-Sacs must be sized to meet domestic use water turnover and fire flow coverage requirements.

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

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

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

2.3.1.6. Recognizing that cul-de-sac bulbs generate additional storm water runoff, beyond that of a standard 10m wide street, additional catch basin inlets must be provided to intercept storm water runoff from the bulb and along its length.

2.3.2. STUB STREETS

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

2.3.3. STREET DESIGN ELEMENTS

2.3.3.1. HORIZONTAL AND VERTICAL ALIGNMENTS

Horizontal and vertical alignments of all streets shall conform to the standards as set out in the Transportation Association of Canada (TAC) Geometric Design Guide for Canadian Roads, unless otherwise specified (in this document) or agreed to by the City Engineering Department.
The minimum allowable grade on any street centerline or gutter profile shall be 0.8 percent. This minimum requirement exceeds that identified in the TAC Geometric Design Guide.

2.3.3.2. SIGHT DISTANCE

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

2.3.3.3. DESIGN CALCULATIONS

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

2.3.3.4. CONSTRUCTION

The construction of all roadway elements shall conform to the details and requirements contained in the City of Moncton Standard Municipal Specifications and Design Criteria Manual. Unless written approval has been obtained from the City Engineer:
(a) no construction shall commence after November 15, and
(b) no construction shall be permitted from December 1 to March 31.

2.3.4. DRIVEWAY ACCESS LOCATIONS

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 City Engineer.

Application for driveway openings must be made in writing to the City Engineering Department. Cost for the creation of a driveway opening in barrier curb, the removal of existing curb or the installation of curb where necessary shall be paid by the Developer or Applicant. (Typical driveway locations and dimensions are shown on Drawing No. S/D 16.)

As per the Zoning by-law, driveway access to local streets shall be offset a minimum of 11m from the property along the intersecting street line. Driveway access to arterial streets shall be offset a minimum of 15m from the property along the intersecting street line.

2.3.5. STREET NAME AND TRAFFIC SIGNS

The City of Moncton is responsible for the cost, installation and maintenance of all street name and traffic signs. All signs (including stop signs) will be installed prior to the Provisional Acceptance inspection date.
2.3.6. COMPLETE STREET DESIGN

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

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

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

2.4. MUNICIPAL INFRASTRUCTURE

2.4.1. GENERAL

Subdivisions shall be fully serviced with sanitary and storm sewers, watermains, roadways, including curb & gutter and asphalt, street lighting and sidewalks. Where municipal water and sewers are required or are existing, each lot shall be individually serviced with a separate water and sewer laterals connected to the mains.

Construction methods and materials shall be in strict conformance with the City of Moncton Standard Municipal Specifications and must receive prior approval by the City Engineering Department before any construction takes place.

Asphalt concrete pavement (including base and seal), concrete curb and gutter and concrete sidewalk (if required), and landscaping / topsoil must be completed before **July 15 of the year following signing of the subdivision agreement**, unless otherwise approved by the City Engineer.

2.4.2. DESIGN

Designs shall be in accordance with the City of Moncton Design Criteria Manual for Municipal Services respecting all Provincial or Federal requirements. All design notes and calculations must be submitted to the Engineering Department along with Engineering plans or other detailed drawings required for the approval process.
2.4.3. COST SHARING – RESIDENTIAL SUBDIVISION DEVELOPMENT

Calculations of construction cost for the purpose of sharing shall be derived from the estimate as provided by the Consultant/Engineer indicated in the Subdivision Agreement covering the project for which the reimbursement is requested. Where estimated contract prices are unavailable for work covered under a Subdivision Agreement and where such work may be eligible for cost sharing, the City of Moncton will accept the average unit bid prices for similar items submitted for recent contracts tendered under the City’s Capital Works Program. Submission of calculations for cost sharing purposes shall be done by the Consultant/Engineer.

Invoicing for any cost sharing will only be considered the year following signing of the Subdivision Agreement. Payment by the City will only be processed after Capital Works budget approvals by the Capital Borrowing Board. Also, all deficiencies must be corrected and the Aboveground Provisional Package processed by the City prior to any payments on cost sharing items.

2.4.3.1. OVERSIZED PIPING

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

- Watermains larger than 200 mm in diameter.
- Sanitary sewers larger than 300 mm in diameter.
- Storm sewers larger than 600 mm in diameter.

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

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

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

Cost sharing for roadways wider than the standard asphalt width of (10.6 m) indicated in the street classification table, may be considered by the City for material costs only, including extra excavation, granular sub-base and asphalt. Supporting evidence must be submitted with each claim, indicating clearly the differential cost for the construction of the increased road width. The claim must be submitted by the Consultant / Engineer on behalf of the Developer. Engineering costs are not to be included in the claim for oversized roadways.

2.4.3.3. CONSTRUCTION FRONTING LAND FOR PUBLIC PURPOSES

The City of Moncton, at its December 15, 2014 Public Council meeting approved the following changes to the LfPP contributions paid out to Developers.

- 2015 – No changes to the policy, this time will be used to educate the developers on the upcoming changes;

The City will reimburse the Developer fifty percent (50%) towards the cost of street construction in new residential subdivisions only where Land for Public Purposes abuts a public street. Items qualifying include water and sewer mains, granular road sub-base materials and excavation, asphalt paving, curb & gutter and sidewalk. Sidewalk will only qualify if installation is required by the City on both sides of the street that fronts Land for Public Purposes. Cost sharing does not apply to branch lateral services, underground street light wiring, natural gas mains, culverts, detention ponds.

Where the dedication of Land for Public Purposes consists of transmission line corridors, watercourses, environmentally sensitive areas or other areas that will not be used for the purpose of recreational play lots, neighborhood or regional parks, the City's fifty percent (50%) will be limited to a maximum of 15 meters of the street frontage for each side, unless additional width is required by the City in which case it shall be clearly stated in the Subdivision Agreement.

Starting in 2016 the City of Moncton shall cost share on the construction of public road frontage that goes beyond 25 metres on Land for Public Purposes (LFPP). Under this scenario, the city will begin phasing out LFPP contributions paid to developers. Phasing will be completed between 2016 and 2020 and will be as follows:
2016 – Remove all payments for underground works and reduce the width of Transmission Line Corridors, Watercourses and Environment Sensitive Areas or other areas that will not be used for the purpose of recreational play lots, neighborhood or regional parks from 15 metres payable to 10 metres payable;

2017 – Pay out LFPP on Parks with frontages 25 metres and over at 50% City Contribution also maintain 2016 contribution towards Corridors;

2018 – Pay out LFPP on parks with frontages 30 metres and over at 25% City Contribution also maintain 2016 contribution towards Corridors;

2019 – Pay out LFPP on parks with frontages 40 metres and over at 15% City Contribution also maintain 2016 contribution towards Corridors; and

2020 – No further City contributions towards LFPP, including the elimination of 2016 contribution towards Corridors.

Under this policy cost-sharing items qualifying include granular road sub-base materials and excavation, asphalt paving, curb & gutter and sidewalk. Sidewalk will only qualify if installation is required by the City on both sides of the street that fronts Land for Public Purposes. Cost sharing does not apply to underground water and sewer mains, branch lateral services, underground street light wiring, natural gas mains, culverts, detention ponds or sidewalk if it is only installed on one side of the street regardless if it is adjacent to the Land for Public Purposes or not.

Calculations for cost sharing are based on estimated contractual costs, as provided by the Consultant / Engineer indicated in the Subdivision Agreement covering the project for which the reimbursement is requested. If estimated unit costs are not available, reimbursement will be estimated by using the lowest unit bid prices from projects awarded by the City of Moncton, under its current Capital Works Program.

The City will pay eight percent (8%) of the total City cost-sharing amount, as defined above, for engineering services.

2.4.4. CURB AND GUTTER

Curb and gutter shall be constructed as per the City of Moncton Standard Municipal Specifications and as illustrated on Drawing No. S/D 11. The curb shall be barrier type or mountable type in accordance with the requirement of the street classification. Should curb and gutter be installed and the asphalt not installed until the following year, the Developer will, at his cost, provide additional roadway gravel to the top of the gutter for protection from possible plow damage.
Mountable curb and gutter shall be used for roadways having the following classifications, Urban Local Minor (ULM), Urban Local Primary (ULP) and Urban Collector Minor (UCM). Barrier curb and gutter shall be used for all other street classifications.

At the time of installation of barrier curb and gutter, the curb for driveways openings shall be cut and the driveway location shall match the registered grading plan, unless the driveway is already built in a different location.

For information: Should the property owner wish to relocate an existing driveway opening it will be done so at their cost. This will include full re-instatement of the curb and sidewalk, where applicable, at the original driveway location as well as the cost of cutting the curb and depressing the sidewalk at the proposed driveway location, as well as permit fees outlined in by-law T-410.

2.4.5. ASPHALT

Asphalt shall be placed as per the City of Moncton Standard Municipal Specifications and as illustrated on Drawing No. S/D 12. The asphalt shall be in accordance with the requirement of the street classification.

Penalties, applied against the Developer’s security, will be assessed on asphalt work which does not meet City of Moncton Specifications.

Should aboveground works be started within the same year as the belowground work the Asphalt seal coat shall not be placed until the following year. The City will inspect the Aboveground works, which are in place, to determine if they are acceptable for plowing. The aboveground works placed at this time shall not be considered complete and therefore warranty shall not start until all aboveground works have been completed and inspected.

All structures adjacent concrete gutters must have asphalt ramped around their edges to both protect the structure and plow equipment. All other structures in the roadway are to have their tops level with or below ground elevation. The Developer shall ensure that the gravel roadbed is even and compacted with no signs of soft spots. The city or its contractor will not be responsible for any damages incurred as a result of snow removal operations completed on behalf of the developer.

2.4.5.1 ASPHALT TONNAGE

Asphalt Base cores and Asphalt Base tonnage slips must be submitted to the City of Moncton for review prior to Asphalt Seal being placed. Should the base cores or tonnage fail to meet the minimum City of Moncton Standard Municipal Specifications a determination will be completed on how to remedy the deficient
asphalt and shall be carried out before the placement of Asphalt Seal. After placement of Asphalt Seal, cores and tonnage slips shall again be submitted to the City of Moncton to determine if the seal thickness and tonnage meet city specifications.

At each stage (base and seal), if the asphalt does not meet City of Moncton Standard Municipal Specifications, a determination will be completed on how to remedy the deficient asphalt.

The City of Moncton will not accept any asphalt that is 10% under the estimated quantity, as provided by the Consultant, required to complete the Deficiencies exceeding 10% shall require all asphalt to be removed and replaced full width and in the project’s entirety at the Developer’s expense.

2.4.5.2 ASPHALT COMPACTION

Please see Table 8.6.5.A “Unit Price Adjustment for Field Compaction”, within the City of Moncton Standard Municipal Specifications, for how penalties will be applied against the Developer’s security.

The City of Moncton will not accept any asphalt that is less than 90.0% of the Theoretical Maximum Relative Density and shall require all asphalt to be removed and replaced full width and in the project’s entirety at the Developer’s expense.

A bonus shall be paid to the Developer as per Table 8.6.5.A “Unit Price Adjustment for Field Compaction”, within the City of Moncton Standard Municipal Specifications.

2.4.6. SIDEWALKS

The requirement for sidewalks is generally dependent on the Street Classification but will be determined during the Tentative Subdivision Plan review 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 City of Moncton Standard Municipal Specifications conforming to Drawing No. S/D 13.

2.4.6.4. All proposed sidewalks shall be shown at their appropriate locations.
on the Subdivision Grading and Drainage Plan.

2.4.6.5 Sidewalks shall be installed on the North and East side of the street unless otherwise determined by the City Engineer.

2.4.6.6 Sidewalks shall be installed at the appropriate location for the individual street classifications as determined by the City Engineer.

2.4.7. LANDSCAPING

Landscaping shall be installed as per the City of Moncton Standard Municipal Specifications on all streets and shall include the entire area between the back of curb and property line regardless of whether sidewalk is installed.

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

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

2.4.8. STREET LIGHTING

All utility or street light poles are to be installed in the boulevard area at the street Right of Way a distance as determined based on the street classification measured from the back of curb to the center of the pole, whether the curb is existing or proposed.

2.4.8.1. Subdivisions shall be serviced with LED streetlights, the determination of which will be done at the Tentative Subdivision Plan review stage. Pole locations are shown on the Typical Road Cross Section Drawings (S/D 1-9). Street lighting may be provided through one of the following means:

2.4.8.1.1. 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 in the boulevard area at the street Right of Way a distance as determined based on the street classification measured from the back of curb to the center of the pole, whether the curb is existing or proposed. The Developer will be responsible for the installation of underground wiring, ducts, incidentals, etc. in accordance with the Canadian Electrical Code (latest revision) and NB Electric Power Commission specifications and subject to their approval.

Electrical infrastructure must be designed by 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.

The installation of the underground electrical infrastructure shall be completed before an Underground Substantial or Provisional inspection is conducted.

2.4.8.1.2. If the Developer wishes to install decorative type LED street lighting and poles, all designs, materials, work, equipment, methods, locations, etc., must be approved by both the City of Moncton and the New Brunswick Electric Power Commission prior to installation.

- The design of decorative LED street lighting must be carried out by an Electrical Engineer licensed to practice in the Province of New Brunswick.
- Electrical work associated with the decorative LED 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 Owner.
- Electrical work associated with the decorative LED street lighting system including the installation of the underground conduit shall be completed at the underground stage.
- The City will only accept decorative lighting that meets the requirements and approval of the City Electrical Division.
- The Owner agrees to provide the City of Moncton with a complete set of specifications of the lighting they wish to install. Further, the owner agrees to provide the City of Moncton with a number of additional lighting units which will be stored by the City of Moncton for maintenance purposes. The number of spare lights will be determined at the time of subdivision design. In general 1 complete lighting unit will be provided to the City for every grouping of 10.

<table>
<thead>
<tr>
<th># Lights in Development</th>
<th># Lights to be Delivered to City</th>
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<tbody>
<tr>
<td>1 to 10</td>
<td>1</td>
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<tr>
<td>11 to 20</td>
<td>2</td>
</tr>
<tr>
<td>21 to 30</td>
<td>3</td>
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2.4.8.1.3. 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 City Engineering Department in conjunction with the New Brunswick Electric Power Commission will approve the location and wattage of the street lighting prior to installation. It will be the responsibility of the Developer to forward a
request to the City Engineering Department for the installation of streetlights on the wooden poles.

Following installation and approvals, the City of Moncton will pay the annual rental fee for the streetlights.

2.4.8.1.4. 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.

2.4.8.1.5. Following issuance of the Certificate of Provisional Acceptance that includes the electrical infrastructure work, the City Engineering Department shall request and authorize the installation of concrete poles with street lights or street lights on wooden poles, following which the City will pay rent on an annual basis.

2.4.8.1.6. Street lighting designs and layouts shall be approved by the Engineering Department in conjunction with N.B.E.P.C. Refer to the typical road cross-section drawings for the placement of street light poles within the road right-of-way.

2.4.8.1.7. Electrical infrastructure including underground wiring and poles (concrete or decorative) shall be shown on the final as-built drawings and two (2) complete record drawings shall be submitted to the City of Moncton.

2.5. **NATURAL GAS**

2.5.1. The installation of natural gas is now possible in many areas of Moncton. Planning for installations may be initiated by contacting the following Enbridge Gas New Brunswick (EGNB) representative.

Account Manager
Enbridge Gas New Brunswick
101 – 440 Wilsey Road
Fredericton, NB
Phone: +1 800-994-2762

2.5.2. The location of natural gas service lines and meter sets are determined after consultation between the developer and an Enbridge Gas New Brunswick representative.

2.5.3. Natural gas mains are typically installed in the boulevard area behind the curb (existing or proposed) and on the side of the street opposite the utility or street light poles (existing or proposed) at a depth of 0.9 m as per Drawing No. S/D 17.
The precise location of the gas mains will be determined during the review process for underground infrastructure and is subject to the approval of the City Engineer.

2.5.4. Depending on size and location, some subdivisions may require the installation of an aboveground District Regulating Station. Such stations are typically located in the road allowance. The stations are protected by a green steel box approximately 1.5 meters long by 1.5 meters wide by 1.2 meters high. The location of the station is determined by EGNB’s Planning Department subject to the approval of the City Engineer.

2.5.5. The ongoing upkeep and maintenance of all gas related infrastructure including District Regulating Stations and the adjacent grounds is the responsibility of Enbridge Gas New Brunswick.

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:

Delivery Planning
Canada Post Corporation
30 Mark Avenue
Moncton, NB.
E1C 7G0
Phone No. (506) 857-7286 ext: 2005
Nathalie.proulx@canadapost.ca

2.6.4. Community Mailboxes will be installed in the Public road allowance, wherever possible within 180 meters of all homes served by that site. The standard Community Mailbox installations are done by Canada Post. If a custom installation is required, Canada Post will assist in finalizing a suitable set of construction and installation specifications. All work must comply with Canada Post specifications.
2.6.5. Community Mailboxes are intended to serve customers in new developments where:
   - Lot and street layout of a subdivision is well established.
   - Homes, on average, are less than 50 meters apart.
   - Municipal cooperation is obtained in sighting and installation of Community Mailboxes.

2.6.6. The general location of each Community Mailbox is determined by the Mail Delivery Planner after consultation with the Developer and City Engineering Department staff. This is being done as a courtesy, the final decision rests with the Mail Delivery Planner under Federal jurisdiction.

2.6.7. Community Mailboxes must be located at a minimum nine (9) meters from intersection corners so as not to interfere with line of sight driver visibility. Boxes are not to be installed at major intersections.

2.6.8. Community Mailboxes are not to be located adjacent to curb lanes that have “no stopping or no parking zones”.

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

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

2.7. DRAINAGE

2.7.1. SUBDIVISION GRADING AND DRAINAGE PLAN (See Drawing No. S/D 14)

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

The purpose of the Subdivision Grading and Drainage Plan is to:

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

The Subdivision Grading and Drainage Plan must include the following:

- Site layout including proposed streets, lots and approximate location of proposed structures.
- Pre-development contours at intervals of one (1) meter, or existing spot elevations.
- Existing and proposed landscaping features on each lot including driveways, parking lots and grassed areas.
- Proposed finished grade elevations at the following locations:
  - Center line of street at 20m intervals;
  - Corner of all lots, easements and walkways;
  - Center line of drainage swales;
  - Top of drainage swales;
  - Proposed top of foundation wall elevations;
  - Proposed minimum basement floor elevations;
  - Hydrant locations complete with geodetic elevations (Top of nut) for drainage plan registration;
  - Existing top of foundation wall and critical elevations of buildings on adjoining properties;
  - Existing downspouts and concentrated flow areas on adjoining properties;
  - Existing drainage features, up to foundation walls, on adjoining lots;

- 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.
- Existing development contours at intervals of one (1) meter, or existing spot elevations, including neighboring properties.
- Major drains that run between lots shall be contained within an MSE. The City reserves the right to require the Developer, at his cost, to install a fence along the edge of the MSE to prevent encroachment into the major drain.

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

2.7.2.2. Show, by means of flow arrows, the location and direction of surface drainage along lot line swales and ditches.
2.7.2.3. 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.

2.7.2.4. Show all proposed private catch basins, leads and connections to the municipal storm drainage system. All lots draining into a private catch basin shall be identified on the Drainage Plan. For instance, they can be identified in the Notes section of the Plan (for example, “Lots 11-01 to 11-06 drain into CB13”, etc.), or they can be inserted at the CB location notation on the plan, provided there is sufficient space to identify them there.

### 2.7.3. DRAINAGE SWALES - MINIMUM GRADES AND DIMENSIONS

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

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

2.7.3.3. The tributary flow in rear yard lot line swales shall be limited to ten (10) lots depending on lot size and grade, or

2.7.3.4. All rear-yard and side-yard drainage swales shall be designed to convey the 100+20% year storm event. The maximum length of a rear-yard drainage swale without interception by a catchbasin shall be one hundred (100) meters. The maximum area contributing to the rear-yard drainage swale without interception by a catchbasin shall be five thousand (5,000) square meters. Stormwater runoff intercepted by a catchbasin must be limited to the 5-year storm event by provision of an inlet control device (ICD). Stormwater runoff not intercepted by the catchbasin must be allowed to bypass the catchbasin and be further conveyed by a rear-yard, or side-yard drainage swale. All rear-yard and side-yard drainage swales shall have a minimum depth of 150mm and a maximum depth of 600mm. In some instances, larger rear-yard and side-yard drainage swales may be required based on hydraulic design. Cross sections must be provided for all rear-yard drainage swales at locations where the rear-yard drainage swale is intersected by a side-yard property line, or every 30m, whichever is smaller. Cross sections must show the physical geometry of the drainage swale, the depth of overland flow, the width of overland flow, and the velocity of overland flow for the 100+20% year storm event.
2.7.3.5. The maximum flow in rear yard lot line swales which may be discharged to the street right-of-way without interception shall be limited to two (2) lots. In instances where more than two (2) lots are tributary to the rear yard lot line swale discharging to a street right-of-way, the overland flow must be intercepted by a behind-the-curb catch basin located within the street right-of-way.

2.7.4. LOT GRADING AND DRAINAGE PLAN REQUIREMENTS

(See Drawing No. S/D 15)

- Yard surfaces shall have a minimum slope of two (2%).
- Drainage flows shall be directed away from buildings.
- Drainage flows that are carried around buildings are to be confined in defined swales located as far from the building as possible.
- Minimum swale depth to be 150 mm. Maximum swale depth to be 600mm.
- Drainage encumbrances shall be a minimum of 2m wide on either side of the property line upon which the drainage ditch occurs.

2.8. EROSION AND SEDIMENT CONTROL

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

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

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

All stormwater management systems, including but not limited to, swales, detention ponds and ditches, shall be permanently stabilized with seed according to Section 13 of the City of Moncton Standard Municipal Specifications.

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

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

2.9. VALVE OPERATION PLAN (VOP)

In order to protect City Infrastructure and employee/worker safety, during construction
projects, water main pressure is to be controlled by closing appropriate water valves.

As per City of Moncton Standard Municipal Specifications, Water Distribution System section 4.1.4.2.1, the Contractor shall not operate existing water valves and pursuant to section 4.1.4.2.2, the Contractor is to make all arrangements at least one full working day prior to connecting or locating existing water mains.

The Valve Operating Plan and Worksheet will be provided by the Design and Construction Division of the Engineering Department and must be kept on-site under the responsibility of the Contractor and On-Site Inspector.

2.10. STORMWATER DETENTION AREAS

The City of Moncton currently has a zero net requirement which is governed by the Zoning by-law.

For design considerations, please see the City of Moncton Design Criteria Manual.

2.11 PEST CONTROL

The Developer shall ensure that any construction activities carried out on lands covered under this development phase will not create a “mosquito breeding site” or “rodent habitat” through the formation of a “low-lying area”. This would include, but not be limited to, ground depressions, holes, ruts, ponds, swales, and ditches, other than those intended by virtue of the approved Subdivision Grading and Drainage Plan. Natural drainage will not be altered, so to cause water accumulation on vacant lots or adjacent lands. Grubbing piles shall be removed from the site within four weeks of cutting.

2.11.1 INSPECTION AREAS

A Pest Control Company shall be hired at the expense of the developer. The Pest Control Company shall offer preventative inspection services customized to each work site. These areas normally include: outside perimeter areas and areas subject to infestation.

2.11.2 INSPECTIONS

All sites will be inspected by a Pest Control Specialist before grubbing of the land occurs.

The Pest Control specialist will supply the Developer, his Consultant and the City with a detailed inspection sheet outlining inspection areas, recommendations, inspection results and materials used after each inspection.
2.11.3. **PEST MANAGEMENT DEVICES**

The Pest Control Company shall include the supplying, installing and monitoring of the tamper-resistant bait stations secured to a patio stone or an immovable device.

2.11.3.1. **PERIMETER BAITING:**

All Sites:

Pest management devices will be placed at approximately every 30 meters and placement will be in areas subject to rodent activity.

**MANHOLE BAITING:**

The Pest Control Company shall inspect the manholes around the construction site and those manholes that are inactive will be baited and the baits will be checked on a once per month service frequency.

2.11.4. **SERVICE FREQUENCY**

The devices shall be inspected on a weekly basis during the 1st month of the project. If no activity is present, the service frequency will be changed to two services per month.

2.11.5. **EMERGENCY CALLS**

Emergency calls to the Pest Control company shall be answered promptly within 24 hours during regular working hours, Monday to Friday 8 am to 5pm.

2.11.6. **PESTS TO BE COVERED**

Pest control services are to include the preventative maintenance of common pests such as: mice, rats and rodents.
STREET TREE PROGRAM

Section 3 pertains to the street tree program managed by the City of Moncton
3 TREE PLANTING & ESTABLISHMENT

3.1 GENERAL

Trees on City lands (residential streets, active parkland, natural areas) are recognized as one of Moncton’s corporate assets. In contrast to other assets, trees increase in value as they grow, providing the maximum economic, social and environmental benefits at maturity. Recognizing this, these Best Management Practices place a priority on the planting of large (≥ 60 cm) and medium (≥ 40 cm) stature trees to maximize community benefits while minimizing long-term costs. For more information individuals should refer to City of Moncton’s Tree Protection Guidelines available for download on the City’s website.

3.2 URBAN FOREST REQUIREMENTS – NEW SUBDIVISION

The City of Moncton administers a street tree program in order to help grow our urban forest and enhance our streetscapes. The goal of the street tree program is to provide 1 tree per ten (10) metres of new street frontage. In order to implement the street tree program, the development of a Type 2 Subdivision will trigger the requirement for street tree allowance. The City shall collect, from the developer, a fee of $55 per linear metre of street frontage being created to cover the cost of planting the street trees. The City will be responsible for the selecting the locations, sizes, species and planting of the trees.

3.3 PROCESS

Submissions & Acceptance

For additional information, refer to Sections 1 and 2 of the City of Moncton’s Subdivision Development Procedures, Standards and Guidelines, and Table 2 - Submission Requirements herein for a summary of submission stage requirements.

3.3.1 Engineering & Utility Design Drawings

At the time of submission of the “Issued for Review” engineering drawings, the consultant will provide the City with drawings that show the road, lot, driveway, sanitary, water and storm services, hydro and gas layout information, along with all of the known proposed aboveground infrastructure including but not limited to all street facilities such as: sidewalks, driveways, community mailboxes, telecommunication pedestals, utility structures and buildings, utility poles, conduits, ductwork, hydro vaults, gas valves and all utility crossings.

At the time of submission of the “Issued for Construction” engineering drawings,
the consultant will provide the City with the following:
   a) location of all utilities
   b) infrastructure and street facilities

3.3.2 TREE PLACEMENT SELECTION CRITERIA

Where street trees cannot be planted within the street right-of-way due to geophysical constraints or existing or proposed roads, easements, driveways, utility or public infrastructure within the subdivision, the location of the trees shall be determined by the Department of Parks and Recreation using the following locational guide in order of precedence ((a) being the preferred option):

(a) at the nearest suitable location on the same street being created;
(b) within the nearest municipal park to the lands being subdivided;
(c) within the nearest publicly owned P1 or P2 zoned lands to the lands being subdivided;
(d) within the street right of way of the nearest arterial or collector street to the lands being subdivided;
(e) at such other suitable location deemed appropriate by the Department of Parks and Recreation.

3.4 CONSTRUCTION

During the construction stage, the Developer will ensure that all parties are aware of the requirements of the planting location for the street trees.

Prior to the installation of any sidewalks and landscape works the Developer will also ensure that all parties and subcontractors are aware of the clearance requirements for the future planting of trees.
Section 4 pertains to the acceptance process from the commencement of construction to issuance of the Certificate of Final Acceptance including warranties, maintenance requirements and securities.
4. SUBDIVISION ACCEPTANCE

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

4.1 FULL-TIME CONSTRUCTION INSPECTION – RESIDENT SERVICES

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

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

4.1.1 Conduct detailed inspection of all construction sufficient to ensure that the work carried out by the Contractor and materials used are in conformance with the approved plans and specifications.

4.1.2 Provide qualified inspection personnel, acceptable to and approved by the City 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-base preparation including granular base and sub-base placement and during installation of sidewalks, curb and gutter and street pavement.
- Inspect installation of all connections to watermains, sewers, manholes, valves, hydrants or house services including excavation and/or exposing of all underground services, structures, or facilities.
- Inspect installation of all underground wiring and infrastructure for the provision of street lighting that is defined as being the responsibility of the Developer in the Subdivision Agreement.
- Witness and certify the testing of all watermains and sewers.
- Inspect, test, and monitor each layer in the installation of granular base materials prior to placement of sidewalks, curb and gutter, roadway granular base and sub-base, and street pavements.

4.1.3 Provide advance notice, in consultation with the City, to adjacent residents and businesses (if applicable), of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of the start date.
4.1.4 Enforce, in accordance with the terms and conditions of the contract, the Contractor’s conformance with the City of Moncton 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.

4.1.5 Compile manufacturer’s technical data for all electric / mechanical equipment and prepare an operation and maintenance manual, which details instructions for individual components, as well as for overall system operation (if applicable). Arrange training for City staff as required.

4.1.6 React promptly, responsibly, sensitively to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the best interest for the City.

4.1.7 Arrange for and carry out the testing of materials utilized by the Contractor to ensure conformance with the City Standard Municipal Specifications.

4.1.8 Arrange promptly for and take part in a detailed final inspection of the project with the Contractor and the City prior to commencement of the period for Contractor maintenance guarantee specified in the contract for the project.

4.1.9 Provide to the City a duly executed Certificate of Acceptance either Provisional or Final of the constructed or partially constructed project to permit the release of securities in accordance with the terms of the Subdivision Agreement.

4.1.10 Prepare and submit to the City the record (as-built drawings) for the development in accordance with these Subdivision Development Procedures, Standards and Guidelines.

4.1.11 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.

4.2 TESTING AND MATERIALS

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

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

Any additional testing required due to failure of original testing shall clearly indicate what test it is being completed for. Re-videoing of storm and sanitary shall be completed from manhole to manhole and shall include a re-inspection of the total pipe length, all services and the defects noted and inspected.

The “Minimum Testing Frequency” will be as specified in the City Standard Municipal Specifications.

4.3 WARRANT 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 thirty-six (36) months for the underground works and twenty-four (24) months for the above ground works 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 City of Moncton will not undertake snow clearing operations until issuance of either the Certificate of Substantial Completion or the Certificate of Provisional Acceptance for the initial phase of construction and the street right of way has been registered and turned over to the City of Moncton. Following issuance of either of these Certificates and until concrete curb and gutter and asphalt have been installed, the City 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. Requests to have snow-clearing operations undertaken by the City must be received in writing no later than October 1st of the year the plowing is to commence. Further to this Underground Provisional Inspections must be completed by October 1st. Fill out appendix Q to request snow plowing.

The City of Moncton will not undertake ice clearing operations until issuance of the Certificate of Aboveground Provisional Acceptance for this phase of construction.

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

Deficiencies of an urgent or emergency nature must be repaired immediately upon observation or upon receipt of notification from an Official of the City of Moncton Engineering and Environmental Services Department. Every effort possible must be made by the Developer to repair such deficiencies immediately. Failure to make the
necessary repairs or corrections due to availability of a contractor, lack of equipment, material, labor or any reasons whatsoever will result in the City 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 City for all expenses, losses, or damage incurred as a result of any faulty materials and defective workmanship, or as a result of failure to correct any defects as observed or as noted, including all extra engineering costs, inspection and testing of the work.

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

The Developer shall provide the necessary insurance and securities as stipulated in the Subdivision Agreement. These instruments must be automatically renewed as required and remain in effect until completion and Final Acceptance of all works as stipulated in Schedule “A”. Reductions may be permitted after acceptance of the Certificate of Provisional Acceptance for the Above Ground Phase of construction. The developer shall also provide a warranty security equal to fifteen percent (15%) of the amount of Aboveground work security and will be held for two (2) years or upon acceptance of the Certificate of Final Acceptance for Above Ground work, whichever is the longer.

4.4 CERTIFICATE OF UNDERGROUND SUBSTANTIAL COMPLETION

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

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

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

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

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

4.5 CERTIFICATE OF PROVISIONAL ACCEPTANCE

Prior to scheduling a Provisional Inspection, the Developer or Consultant / Engineer shall:
(a) submit Record Drawings for review and acceptance. These drawings must show all work that was undertaken and constructed.
(b) have all rear yard Catch Basins cleaned, preferably by means of vacuum.
(c) have all appropriate swales and property corners staked out in the field with the appropriate design grades.
(d) have all service boxes set to final grades by stakes.

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

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

A list of any noted deficiencies will be prepared and the Developer shall then have the deficiencies remedied promptly following which Engineering Department staff shall endorse the “Certificate of Provisional Acceptance” that has been prepared by the Consultant / Engineer. If any deficiency work still remains to be carried out at the time of issuance of the Certificate of Provisional Acceptance, an additional amount of twice (2 times) the cost (as estimated by the Consultant / Engineer) of the outstanding works shall also be retained until the said work is completed.

The following Items will not be considered as a deficiency:
- Proper grading for the three phase building permit system are not certified correct
- Hydrant elevation adjustments, any hydrant elevation adjustments must be completed prior to lot registration
- Service box elevations
- Underground Electrical Infrastructure and associated surface works shall be installed at the underground stage

Belowground Works - The commencement of the thirty-six (36) month Warranty and Maintenance Period shall be indicated on the Certificate of Provisional Acceptance.

Aboveground Works - The commencement of the twenty-four (24) month Warranty and
4.6 CERTIFICATE OF FINAL ACCEPTANCE

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

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

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

The Warranty and Maintenance Period will be ended and the City of Moncton 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.

4.7 INSPECTIONS

Throughout all construction activities, the Consultant / Engineer will conduct continuous daily inspections including all required testing in accordance with accepted municipal construction practice and as per paragraph 3.1 “Full-Time Construction Inspection – Resident Services”. Daily inspection reports will be submitted on a weekly basis to the City.

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 City personnel, the cost for any and all subsequent inspections involving City staff will be paid for by the Consultant / Engineer or the Developer.
It is anticipated that due to the issuance of Provisional and Final Acceptances for both the initial phase of construction including underground work and road construction and final phases of work including curb and gutter, asphalt paving, street lighting (if applicable) and sidewalks (if applicable), there may be up to four (4) on-site inspections requiring participation of various City staff.

4.8 RECORD DRAWINGS

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

- One complete set, in paper copy, for review (following review the marked up paper copies will be returned if changes, amendments or corrections are required)
- Record drawings must be submitted within 60 days of the underground provisional inspection or by December 1st whichever comes first.

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

- One complete set, in paper copy, for review (following review the marked up paper copies will be returned if changes, amendments or corrections are required)
- One complete set on paper, stamped and signed by the Design Engineer
- One complete set on CD in PDF and AutoCAD format NAD83 projection
APPENDICES

A) Application for Subdivision Approval
B) Environmental Issues Checklist
C) Subdivision Agreement
D) Drainage Agreement
E) Certificate of Below-Ground Substantial Completion (Pink)
F) Certificate of Provisional Acceptance (Yellow)
G) Certificate of Final Acceptance (Green)
H) Section 84(3) Community Planning Act, 2017
I) Statutory Declaration (Blue)
J) Street and Services Permit
K) Agenda - Pre-Construction Meeting
L) –Removed
M) Letter of Credit
N) Performance Bond
O) Certificate of Street Grading
P) –Removed
Q) Request for Snow Clearing
R) Items Required Prior to Commencement of Construction
S) Daily Job Site Inspection Report
T) Certificate of Initial Tree Acceptance
U) Certificate of Final Tree Acceptance

NOTE: The forms provided are Standard forms required for the subdivision development process, in use by the City at time of publication. It is the responsibility of the Developer and/or the Consultant / Engineer to ensure the latest edition and proper colored paper is used at the time of submission.
Subdivision and Street Construction
APPLICATION FORM

This form is required to be submitted with all new applications.

**SUBDIVISION NAME**

PLEASE PRINT

**CONTACT INFORMATION**

**OWNER**

Name

Mailing address

Tel

Cell

Fax

Email

**APPLICANT**

Name

Mailing address

Tel

Cell

Fax

Email

**LAND SURVEYOR NAME**

I hereby apply for a permit for the work described in this application and plans submitted herewith, and agree to comply with the specifications stated thereon and all relevant City of Moncton By-Laws.

Applicant signature Date

**BUILDING INSPECTION**

655 Main Street

Moncton, NB E1C 1E8

email: info.inspection@moncton.ca

**OFFICE USE ONLY**

Date received

Hansen no.

**WHAT IS A SUBDIVISION?**

The term Subdivision means the division or separation of a parcel of land into two or more parcels or lots. To achieve this, land owners must follow a process that will result in a subdivision plan approved by the Development Officer and filed with Service NB.

**WHEN IS A SUBDIVISION REQUIRED?**

A subdivision is required when you would like to create a new building lot for yourself or to sell, or to transfer a parcel of land to an adjacent landowner.

**WHAT ARE THE DIFFERENT TYPES OF SUBDIVISIONS?**

Type 1 - Subdivision Plan that does not create a public street

Type 2 - Subdivision Plan that creates or extends a public street

**HOW LONG DOES THE APPROVAL PROCESS TAKE?**

Generally a Type 1 Subdivision can take 2-3 weeks, whereas a Type 2 subdivision can take 3-4 months.

**WHERE DO I START?**

For a Type 1 subdivision, you will need to contact a NB Land Surveyor, who will prepare a tentative plan for submission to the City for review and approval.

For a Type 2 subdivision, we suggest that you contact the City's Urban Planning Department to speak to a Development Officer prior to contacting a NB Land Surveyor and submitting any plans.

**ZONING, DOES IT MATTER?**

Yes, the Zoning bylaw determines the minimum lot sizes that can be approved and what it can be used for.

**ARE THERE ANY APPLICATION FEES?**

Yes, the fees vary with the different types of subdivisions and need to be paid at the time of application. For a detailed fee schedule, please visit moncton.ca.

**STREETS, SERVICES, ENGINEERING AND DESIGN, WHAT IS IT AND WHO PAYS?**

In a Type 2 Subdivision, your engineer will design your streets and services (water, sewer, etc.) and submit those plans to the City for review and approval. The costs associated with these plans and the construction of the streets and services is your responsibility. During this process, you will need to enter into a subdivision agreement with the City that outlines the details and obligations for the construction and timelines associated with building the subdivision.

**WILL I BE REQUIRED TO TRANSFER ANY LAND TO THE CITY?**

In addition to transferring the streets to the City, some subdivisions may require that you transfer land to the City for public use (parks, trails, etc.). In other cases you may be required to pay money instead of transferring land to the City, this will be determined during the review process.
Subdivision and Street Construction Checklist

THIS FORM IS REQUIRED TO BE SUBMITTED WITH ALL SUBMISSIONS AND ALL STAGES

**Part B:** To be completed for existing applications

<table>
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<th>Submission Checklist</th>
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**Part C:** To be completed for Subdivision Road Construction

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<tr>
<td>Design Brief</td>
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<td>Drainage Plan</td>
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<td>-</td>
<td></td>
<td>8</td>
</tr>
</tbody>
</table>

Note: When digital versions are required based on the list above, please send them to the following address:
subdivision@moncton.ca

Subdivision Plan (final set) picked up by: __________________________(signature)

Date: ______________________  ______________________ (please print)
ENVIRONMENTAL ISSUES CHECKLIST

Does the area encompassed by the Tentative Subdivision Plan:

- Contain any natural watercourse Yes □ No □ Unknown □
- Lie within the McLaughlin Reservoir Watershed Yes □ No □ Unknown □
- Lie within the Mapleton Wellfield Protection Area Yes □ No □ Unknown □
- Contain any wetlands Yes □ No □ Unknown □
- Contain any archaeological sites Yes □ No □ Unknown □
- Contain any endangered species Yes □ No □ Unknown □
- Contain any contaminated / impacted soil Yes □ No □ Unknown □
- Contain an existing well and/or septic field Yes □ No □ Unknown □

If the answer is Yes or Unknown to any of these points, it will be necessary for the Consultant / Engineer to appropriately address all issues and ensure compliance with all applicable environmental requirements as stipulated through Federal, Provincial and Municipal 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 City Engineer.

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

**Municipal Legislation**

• By-law T-310 - Regulation of traffic and parking; and
• By-law T-410 - Use of streets; and
• By-law P-209 - Erosion and Sediment Control

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

DATE:_______________________ SIGNED: ____________________________

Consultant / Engineer
APPENDIX “C”
Last Updated January 2019

SUBDIVISION AGREEMENT NO. _____.

Subdivision Name__Unit__Phase

PID: (or apparent PID, as the case may be)

THIS AGREEMENT made this ___ day of _________________, ____.

BETWEEN: The City of Moncton, 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 655 Main Street, in the City of
Moncton, County of Westmorland and Province of New Brunswick,
EIC 1E8, hereinafter referred to as the “City”;

Of the First Part;

AND: __________________________, a company duly and regularly incorporated,
with head office and chief place of business located at _______________,
in the City of Moncton, County of Westmorland and Province of New
Brunswick, (postal code), hereinafter referred to interchangeably as the
“Developer” or 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 must enter into an agreement with
the City for the provision of streets, water and sewer lines or other services required by
the Subdivision By-law; and

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

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

1. Security

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

1.1 Provide, as a guarantee of faithful performance and execution of this
Agreement, and payment thereof, estimated to be $_______, (including a ten percent
(10%) engineering fee and applicable taxes), security acceptable to the City 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 City;

OR

1.2 Withhold registration of the Subdivision Plan relating to this Agreement until issuance of the Certificate of Provisional Acceptance of Items 1 to 7 inclusive of Schedule “A” and approval by the City Engineer. The Developer shall provide to the City acknowledgement in writing to this effect and provide security from a recognized financial institution, acceptable to the City, in the amount of $___________ (including a ten percent (10%) engineering fee and applicable taxes), representing the total estimated cost, as supplied by the Developer, of concrete curb and gutter, asphalt concrete pavement, concrete sidewalks (if applicable), landscaping / topsoil and record drawings, being the work as outlined in Items 8 to 11 inclusive, as listed in Schedule “A”. This security shall remain in effect and be held by the City until all work has been completed and the final construction costs have been determined and paid in full by the Developer.

The asphalt concrete pavement (including base and seal), concrete curb and gutter and concrete sidewalks shall be installed no later than July 15th. The Developer may choose to have this work carried out in_______, provided however that the seal be only installed in_______, and in any event, not later than July 15th. Security shall remain in effect until completion, payment and acceptance by the City of curb and gutter, sidewalk (if installed), asphalt concrete pavement and landscape / topsoil. The Developer has the option of having this work carried out by the Consultant and a Contractor acceptable to the City, referred to as the “Contractor”, or upon written request to the City Engineer, the work may be included in the City’s Capital Works Program. In this event, the Developer will pay actual construction cost including HST, and a ten percent (10%) engineering fee.

2. Insurance

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

2.2 Certificates of such insurance shall be filed with the Solicitor for the City and shall be subject to his approval but such approval shall in no way relieve the Developer and Contractor from any larger responsibility he may have in conjunction with the work. Such insurance shall name the Contractor, the Subcontractors, the City and Consultant as additional insureds where applicable.
2.3 Written notification of any cancellation or changes in the insurance policy, insurance company, etc., shall be given to the City’s Legal Department with copy to the City Engineer 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 for Items 7 to 12 inclusive of Schedule “A”.

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

3. **Performance of Work**

3.1 The Developer will perform, provide and install upon the lands mentioned and shown on Schedule “B” the work as listed in Schedule “A”, attached hereto, and as designed by __________________, referred to as the “Consultant”, in accordance with the City of Moncton “Design Criteria Manual for Municipal Services” the “Standard Municipal Specifications” and the “Subdivision Development Procedures, Standards & Guidelines”, in effect at the time of signing this Agreement and final construction drawings accepted by the City Engineer.

3.2 Prior to the start of any construction, the Developer agrees to attend a “Pre-Construction Meeting” along with the design engineer, resident inspector, contractor, contractor’s foreman / site supervisor and City of Moncton staff.

3.3 Prior to the installation of curb and gutter, the Developer agrees to attend a “Pre-Construction Meeting” along with the design engineer, resident inspector, contractor, contractor’s foreman / site supervisor and the City of Moncton staff.

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

3.5 The Developer agrees to provide the Consultant, and any and all contractors on site, one copy of this Subdivision Agreement in full, together with a copy of, or information on how to obtain, the City of Moncton Subdivision Development Procedures, Standards and Guidelines, so that the individual or firm is fully aware of the provisions contained herein as they relate to their responsibilities.

3.6 The City 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 or safely, the City Engineer or the Occupational Health and Safety Coordinator will have the authority to stop the work and the Developer shall cause immediate corrective action to be taken.

3.7 The Developer covenants and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, and the Developer fails to comply within 48 hours of being given written notice with a
direction to carry out such work or matter, the City 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.

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

3.9 The City 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 Developer pursuant to
this Agreement. The Developer 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 City 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 Developer pursuant to this Agreement, the City will not be
obligated to reduce or release the security until such time as such work is satisfactorily
completed or the City has sufficient security to ensure that such work will be completed.

3.10 Prior to Provisional and Final Acceptance, the City will require Statutory
Declarations (see Section 5.4) 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.

4. Certificate of Underground Substantial Completion

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

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

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

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

5.2 A complete set of preliminary “Record Drawings”, completed to City of Moncton standards by the Consultant named herein, and acceptable to the City Engineer, shall be submitted for approval at the time of “initial inspection”. The drawings shall 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 City shall be submitted to the City Engineer within sixty (60) days of issuance of the Certificates of Provisional Acceptance. Due to the City being subject to the Right to Information and Protection of Privacy Act, R.S.N.B., 2009, c. R-10.6, Record Drawings information may be shared with contractors or disclosed to other interested third parties where applicable. Any limitation on the City’s use of the Record Drawings is prohibited, and if such limitation appears by any means whatsoever, it will be considered null, void and unenforceable as against the City, and the City Engineer may reject said Record Drawings.

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

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

6. Warranty and Maintenance Period

6.1 The Warranty and Maintenance Period shall commence on the first day of construction and remain in effect for a minimum of two (2) years after the date of issuance of the Certificates of Provisional Acceptance, or until the date of issuance of the Certificate of Final Acceptance, whichever is greater. During the Warranty and Maintenance Period, the Developer, at their own cost, shall inspect regularly, maintain and uphold the work in a condition satisfactory to the City Engineer and shall remedy any omissions or defects discovered or appearing in the work during such time.
6.2 Remedial work of a non-emergency nature shall be completed within one (1) week after discovery, or receipt of instructions, verbally or in writing.

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

7. **Certificate of Final Acceptance**

7.1 Twenty-three (23) months after issuance of each Certificate of Provisional Acceptance, as outlined in Section 5, the Developer shall advise the City Engineer in writing that the work is ready for final inspection. The Developer shall make arrangements for the final inspection to be carried out with appropriate City staff, Consultant, Contractor and Developer. In the event that the work is found to be unacceptable, a complete list of deficiencies shall be compiled by the Consultant on behalf of the Developer. The deficiency list shall be attached to and form part of the Certificate of Final Acceptance.

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

7.3 Upon satisfactory completion of all requirements of this Agreement, including submission of a complete set of final ‘Record Drawings’ as described in Paragraph 5.2, receipt of all necessary declarations, forms, correspondences, etc., and completion of all outstanding deficiencies, the City Engineer shall issue the Certificate of Final Acceptance and shall declare the work acceptable for public use and maintenance by the City. The City 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.

8. **The Developer Covenants and Agrees:**

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

8.2 To pay the City the sum or sums of money specified in this Agreement within thirty (30) days of invoicing.

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

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

8.3.2 If the subdivision is serviced with electrical power from the front of the lots, then the Developer will make application to the City for street lighting to be installed by the New Brunswick Electric Power Commission.

8.3.3 In the event the Developer wishes to install decorative type street lighting and poles, all designs, materials, work, equipment, methods, etc., shall be approved by both the City of Moncton and the New Brunswick Electric Power Commission prior to use or installation. All costs associated with decorative lighting are the responsibility of the Developer. The City will only accept decorative lighting of the same make and model to what presently exists in several subdivisions throughout the City. The Developer agrees to provide the City with XXXX decorative lighting units, to be used by the City in case of future damage to the lights installed.

8.4 That no work shall be commenced until:

8.4.1 The City Engineer has approved in writing the designs and specifications for the work.

8.4.2 The Developer has provided the City with the names of an acceptable Contractor, Sub-Contractors, Consultant, and Inspector proposed to be engaged by the Developer to design, perform, and inspect the work.

8.4.3 The Developer has provided the City with one signed copy of the “Environmental Issues Checklist” (see Appendix “B” of the Subdivision Development Procedures, Standards & Guidelines).

8.4.4 The Developer has met all other requirements as outlined in Subsection 2.1 of the Subdivision Development Procedures, Standards & Guidelines.

8.4.5 The Developer has submitted a completed “Street Opening Permit” (Appendix “J” of the Subdivision Development Procedures, Standards & Guidelines.)

8.4.6 An on-site inspection of erosion and sedimentation control measures has been conducted by the Developer, Consultant, Contractor and City of Moncton officials.

8.4.7. The Developer has attended the “Pre-construction Meeting” along with all other required attendees as outlined in Subsection 2.2.11 of the Subdivision Development Procedures, Standards & Guidelines.

8.5 That the work to be performed and provided by the Developer and covered by this Agreement will be carried out in accordance with City accepted final construction drawings and all applicable standards and guidelines, including but not limited to the City of Moncton “Design Criteria Manual for Municipal Services”, “Standard Municipal
Specifications” and “Subdivision Development Procedures, Standards & Guidelines” in effect at the time of signing of this Agreement. The work shall 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 concrete pavement (including base and seal), concrete curb and gutter and concrete sidewalk (if required), and landscaping / topsoil shall be completed before July 15, __________ unless otherwise approved by the City Engineer. A written request for deferral, indicating firm alternate dates, shall be submitted by the Consultant on behalf of the Developer, and approval received, in writing, from the City Engineer.

8.6 That if work is not commenced and completed in compliance with the dates stated in Paragraph 8.5, this Agreement shall be deemed to be in default and the City shall exercise its rights hereunder, and that no work can then be started or continued after this date until written approval is forwarded by the City Engineer. Furthermore, if this Agreement is deemed to be in default, it may affect future phasing approvals until such time as the default has been satisfactorily rectified.

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

8.8 The Developer 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 “low-lying area”, including ground depressions, holes, ruts, ponds, swales, and ditches, other than those intended by virtue of the approved Subdivision Grading and Drainage Plan and that the natural drainage will not be altered, so to cause water accumulation on vacant lots or adjacent lands.

8.9 The Developer shall ensure that any construction activities carried out on lands covered under this Agreement will not create “rodent habitats” through the grubbing of the lands. As such all grubbings shall be removed from the site within two weeks of cutting.

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

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

8.12 The Developer shall ensure that all Erosion and Sediment Control measures outlined, but not limited to, the submitted plan, are carried out and monitored on a continual basis. Further, if repairs to or additional structures are required, they shall be carried out immediately and said repairs and changes will be reported to the City Engineer.

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

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

The schedules forming part of this Agreement are as follows:

Schedule “A” - Description of Work
Schedule “B” - Tentative Plan and/or Subdivision Grading and Drainage Plan
Subdivision

10. The Developer shall provide the necessary insurance and securities as stipulated in this Agreement. These instruments shall be automatically renewed as required and remain in effect until completion and final acceptance of all works as stipulated in Schedule “A”. Reductions of security may be permitted after issuance of the Certificate of Provisional Acceptance for the Above Ground Phase of construction. The Developer shall also provide a warranty security equal to fifteen percent (15%) of the amount of Above ground work security and will be kept for two (2) years or upon issuance of the Certificate of Final Acceptance for Above Ground work, whichever is the longer.

11. Prior to commencing construction, the Developer shall pay the City, a subdivision inspection fee of $600.00 as well as a subdivision chlorination fee of $600.00.
12. The Developer covenants and agrees to convey to the City free of charge, as and when requested by the City, by good and valuable deed, free from all encumbrances or outstanding charges, the title to all lands over, across or upon which the work will be performed under and by virtue of this Agreement including lands for public purposes. The City reserves the right to request, at its discretion, a Certificate of Title from the Developer’s solicitor; costs of providing same are to be borne by the Developer.

13. The Developer will ensure that copies of any applicable Certificates of Registered Ownership issued under the Land Titles System for any public streets or lands for public purposes created by filing of the Subdivision Plan under this Agreement are provided to the City. Said copies are to be forwarded to the attention of the Legal Department.

14. Nothing in this Agreement is intended to affect any statutory lien, which the City may have against the land of the Developer by virtue of any law giving to the City the right of a lien against any property of the Developer arising out of the installation and performance of the work.

15. This Agreement shall enure to the benefit of and be binding upon the parties, their heirs, executors, successors and assigns respectively.

IN WITNESS THEREOF 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)

The City of Moncton

..........................................................
Mayor

..........................................................
City Clerk

..........................................................
President

..........................................................
Secretary
SCHEDULE “A”

Description of Work

This is Schedule “A” forming part of Subdivision Agreement No. ____ made between the City of Moncton and ________________.

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

Location:

As shown on Schedule “B”
Tentative Plan (portion outlined by heavy line).

_______ Subdivision, Unit __ Phase __.
(Creating ___ residential building lots)
[(Street) ......................... lots]
[(Street) ......................... lots]
[(Street) ......................... lots]
[(Street) ......................... lots]

Other Contribution:

[Developer Cost for Charge Area Value = $0.00 Engineering & HST incl., payable before filing of the Subdivision Plan.]

[Developer Cost for Street Trees Value = $0.00 HST incl., payable before filing of the Subdivision Plan.]

[City of Moncton LFPP Cost Sharing Value = $ 0.00 Engineering & HST incl., payable by the City to the Developer, the year following completion of the work (after Capital Borrowing Board Approval), provided that the work has been satisfactorily completed without deficiencies.]

[City of Moncton Oversizing Cost Sharing Value = $ 0.00 Engineering & HST incl., payable by the City to the Developer, the year following completion of the work (after Capital Borrowing Board Approval), provided that the work has been satisfactorily completed without deficiencies.]

Services:

At Developer’s Expense:

1. Sanitary sewers and lot services
2. Water mains and lot services
3. Storm sewers and lot services
4. Erosion and Sediment Control
5. Surface water drainage systems including back lot and major side lot drainage swales as indicated on the Subdivision Grading and Drainage Plan and Detention Pond
6. Roadbase construction – granular base
   (Street - width shoulder to shoulder – 11 meters, depth 500mm)
7. Underground wiring for street lighting complete with street lights, if required
8. Road surface construction – asphalt concrete pavement
   *(Street  - base 60mm – seal 40mm)*
9. Concrete curb and gutter (finished street width 10m back to back of curb)
10. Concrete sidewalk
11. Landscape / topsoil (back of curb – street line and rear yard swales)
12. Street Trees are required as per the Schedule “C”, to be planted in accordance
    with the Tree Planting and Establishment section of the Subdivision Development
    Procedures, Standards and Guidelines
13. Record Drawings

All designs, materials, work, equipment methods, etc., must be in strict compliance with
the “Design Criteria Manual for Municipal Services” and the City’s Standard Municipal
Specifications” and receive prior approval in writing from the City Engineer and all other
authorities, agencies, departments, etc., that are in any way affected by or have
jurisdiction over the work.

**Estimated costs (including engineering and HST)**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Concrete Paving</td>
<td>$0.00</td>
</tr>
<tr>
<td>Concrete Curb and Gutter</td>
<td>$0.00</td>
</tr>
<tr>
<td>Concrete Sidewalk</td>
<td>$0.00</td>
</tr>
<tr>
<td>Landscape / Topsoil</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rear Yard Swale Landscape</td>
<td>$0.00</td>
</tr>
<tr>
<td>Erosion and Sediment Control</td>
<td>$0.00</td>
</tr>
<tr>
<td>Record Drawings</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

**TOTAL**..................................$ 0.00

A satisfactory guarantee of the total estimated cost of **$0.00** for these services must be
deposited with the City prior to filing of the Subdivision Plan relating to this agreement,
in conformance with Paragraph 1.2 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 a ten percent
(10%) engineering and administration fee, and invoiced to the Developer for payment
within thirty (30) days, if this work is carried out by the City.

*Parts of this Schedule that are enclosed in brackets [ ] are optional, and can be amended or deleted,
depending on the context.*
Drainage Agreement no. 18-___

PID: __________

THIS AGREEMENT made this ____ day of ______________, 2015.

BETWEEN: The City of Moncton, 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 655 Main Street, in the City of Moncton, County of Westmorland and Province of New Brunswick E1C 1E8, hereinafter referred to as the “City”,

Of the First Part;

AND: ______________________________________, a company duly and regularly incorporated, with head office and chief place of business located at ______________________, in the City of Moncton, County of Westmorland and Province of New Brunswick, (postal code), hereinafter referred to interchangeably as the “Developer” or 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 City for the provision of drainage ditches or other services required by the Subdivision By-law; and

WHEREAS by Resolution of the City Council of the City of Moncton, meeting of __________ the said Council did authorize that the subdivision of the lands of the owner, which lands are further described in Subdivision Agreement 18-___ (the “Lands”), be approved, subject to terms and conditions, and that this agreement be executed by and on behalf of the City 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 Grading and Drainage Plan (the “Plan”), filed herewith 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 and each of the individual infant lots created by subdivision, and is binding upon the successors in title to the Owner. The City Engineer or his designate is hereby entitled to enter upon the Lands to make the necessary inspections and surveys to ensure compliance with this agreement.

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 Plan, the City 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 City, will give the
City the right to proceed upon the Lands and rectify the breach at the cost of the Owner or successor in title. Said costs will then become a lien against the Lands.

3. The Owner further agrees to construct all back lot drainage swales as indicated on the Plan, and any other major side lot drainage swales required to adequately drain the subdivision, at the time of street construction. The remaining side lot swales as indicated on the approved Subdivision Grading and Drainage Plan shall be constructed by the 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 basins will remain private, and any property owner, where a basin has been installed onto his property or a portion thereof, will assume responsibility for maintenance, for instance, cleaning the top grill to ensure maximum intake of surface water. Furthermore, any property owner whose property benefits or drains into said basins, as indicated on the 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 City will not issue any permits until such time as the City 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

The City of Moncton

............................................................
Mayor

............................................................
City Clerk

............................................................
President

............................................................
Secretary-Treasurer
CERTIFICATE OF SUBSTANTIAL COMPLETION  
(Subdivision Development)

Check Phase:  [ ] BELOW-GROUND PHASE  [ ] ABOVE-GROUND PHASE

SUBDIVISION NAME / UNIT NO. & PHASE NO.:
SUBDIVISION AGREEMENT NO.:
DEVELOPER:
CONSULTANT / ENGINEER:

I, ________________________, P. Eng., do hereby certify that the works required under this Subdivision Agreement meet City of Moncton Standard Municipal Specifications and are "Substantially Complete" as of the date of signing of this document by the Director of Design & Construction, and that the following contract requirements have been fully met:

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

2. Video sewer inspection was completed/is scheduled to be done on __________________.

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

4. A complete inspection of the works, involving all required City and contractor's representatives, will be conducted on ________________.

5. The following minor works items will be completed by ________________.
   List and comment: _____________________________________________
   ___________________________________________________________________

Attachments:

Below-Ground Phase
- Deficiency List
- Sanitary Main & Manhole Leakage Tests
- Sanitary & Storm Videos and Reports C/w Plan
- W/M Pressure & Bacteriological Test Results
- Geotechnical Test Results
- Geotechnical Evaluation
- Geotechnical Testing Location Plan
- Statutory Declaration from Developer
- Statutory Declaration from Contractor
- Work Safe NB Letter(s) of Good Standing
- Contractor NBCSA
- Erosion and Sediment Control Daily Inspection Sheets
- Swale Completion Certification
- Reduced Version of Subdivision Plan

Above-Ground Phase
- Updated Deficiency List
- Geotechnical Test Results
- Geotechnical Evaluation
- Grading Signoff Form
- Geotechnical Testing Location Plan
- Asphalt Core Location Plan
- Asphalt Tonnage Report
- Statutory Declaration from Developer
- Statutory Declaration from Contractor
- Work Safe NB Letter(s) of Good Standing
- Contractor NBCSA
- Erosion and Sediment Control Daily Inspection Sheets
- Soil Testing Results for Landscaping
- Reduced Version of Subdivision Plan
The Consultant / Engineer agrees to provide to the City of Moncton Engineering Department, within 60 days (two months) from the date of issuance of the Certificate of Substantial Completion or by December 1st whichever comes first, a complete set of preliminary “Record Drawings” paper originals, and a digital copy, in an AutoCad – compatible format.

This certification package does not commence warranty on the infrastructure nor allow for the reduction/release of security.

Date: ____________________  Signed: __________________________
  Consultant / Engineer

Date: ____________________  Signed: __________________________
  Developer

Date: ____________________  Signed: __________________________
  General Manager Parks and Leisure Services

Date: ____________________  Signed: __________________________
  Director of Public Works & Utilities

Date: ____________________  Signed: __________________________
  Director of Design & Construction

C: Director of Design & Construction
Consultant / Engineer
Developer
CERTIFICATE OF PROVISIONAL ACCEPTANCE
(Subdivision Development)

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

SUBDIVISION NAME / UNIT NO. & PHASE NO.:

SUBDIVISION AGREEMENT NO.:

DEVELOPER:

CONSULTANT / ENGINEER:

Detailed description of work completed under this certificate.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

I, _________________________, P. Eng., do hereby certify that all works required under this Subdivision Agreement meet City of Moncton Standard Municipal Specifications and that full time construction inspection was carried out in compliance with Paragraph 3.1 of the Subdivision Development Procedures, Standards and Guidelines. These works are "Provisionally Accepted" as of the date of signing of this document by the Director of Design & Construction, on behalf of the City of Moncton. It is understood that the "warranty and maintenance period" commences as of the date of Provisional Acceptance by the City Engineer 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 C/W Plans
☐ W/M Pressure & Bacteriological Test Results
☐ Geotechnical Test Results
☐ Geotechnical Evaluation
☐ Geotechnical Testing Location Plan
☐ Statutory Declaration from Contractor
☐ Statutory Declaration from Developer
☐ Work Safe NB Letter(s) of Good Standing
☐ Contractor NBCSA
☐ Erosion and Sediment Control Daily Inspection Sheets
☐ Infrastructure – Verification by Utilities
☐ Underground Electrical (If Applicable)
☐ Reduced Version of Subdivision Plan

Above-Ground Phase

☐ Updated Deficiency List
☐ Geotechnical Test Results
☐ Geotechnical Evaluation
☐ Grading Signoff Form
☐ Geotechnical Testing Location Plan
☐ Asphalt Core Location Plan
☐ Asphalt Tonnage Report
☐ Statutory Declaration from Developer
☐ Statutory Declaration from Contractor
☐ Work Safe NB Letter(s) of Good Standing
☐ Contractor NBCSA
☐ Erosion and Sediment Control Daily Inspection Sheets
☐ Soil Testing Results for Landscaping
☐ Reduced Version of Subdivision Plan
1. A Certificate of Below-Ground Substantial Completion was issued on_________________.
   If not issued the following items listed above must be completed, if applicable.

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

   We have confirmed that all deficiencies have been corrected and all work completed under
   this Subdivision Agreement to date, meets or exceeds standards as required in the latest
   edition of the City of Moncton 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 City of Moncton Engineering
   Department, within 60 days (two months) from the date of issuance of the Certificate of
   Below Ground Provisional Acceptance or by December 1st whichever comes first, a
   complete set of preliminary “Record Drawings” paper originals, and a digital copy, in an
   AutoCad – compatible format.

4. The Consultant / Engineer agrees to provide to the City of Moncton Engineering
   Department, within 60 days (two months) from the date of issuance of the Certificate of
   Above Ground Provisional Acceptance or by December 1st whichever comes first, a
   complete set of “Record Drawings” film originals, and a digital copy, in an AutoCad –
   compatible format.

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

6. 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: __________________________
   General Manager Parks and
   Leisure Service

   Date: ____________________  Signed: __________________________
   Director of Public Works & Utilities

   Date: ____________________  Signed: __________________________
   Director of Design & Construction

C:  Director of Design & Construction
    Consultant / Engineer
    Developer
CERTIFICATE OF FINAL ACCEPTANCE
(Subdivision Development)

SUBDIVISION NAME / UNIT NO. & PHASE NO.: ________________________________
SUBDIVISION AGREEMENT NO.: ________________________________
DEVELOPER: ________________________________
CONSULTANT / ENGINEER: ________________________________

Detailed description of work completed under this certificate.
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

I, ____________________________, P. Eng., do hereby certify that all works required under this phase of the Subdivision Agreement meet City of Moncton Standard Municipal Specifications.

1. A "Certificate of Below-Ground Substantial Completion" was issued on ________________________.

2. The "Certificate of Provisional Acceptance" for this Below ground phase was issued on ________________________.

3. The "Certificate of Provisional Acceptance" for this Aboveground phase was issued on ________________________.

4. A final inspection of the works was carried out on ________________________ and those present were:
____________________________________________________________________
____________________________________________________________________

5. A final deficiency list was prepared (if Yes, attach). □ Yes □ No

6. 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 city requirements.

7. 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.
APPENDIX “G”  
Last Updated January 2019

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

8.  “Record Drawings” are completed  ☐ Yes  ☐ No (If yes, are filed as #___________, if no, give explanation)

9.  An updated Statutory Declaration from the Developer must be attached.

10. 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: __________________________
General Manager Parks and Leisure Service

Date: __________________________  Signed: __________________________
Director of Public Works & Utilities

Date: __________________________  Signed: __________________________
Director of Design & Construction

These works are accepted as of the date of signing of this document by the Director of Design & Construction, on behalf of the City of Moncton. It is understood that the “warranty and maintenance period” ends as of the date of signing and all contract requirements including those listed below, have been fully met.

C:  Director of Design & Construction
Consultant / Engineer
Developer
Section 84(3) Community Planning Act, 2017

A subdivision plan shall set out

(a) in the title block,

(i) the name of the subdivision,

(ii) if required by the development officer, the name of a street to which the subdivision has access,

(iii) the local government or parish, and the county and province in which the land is located, and

(iv) the scale and date of the survey;

(b) the name of the owner of the land and the details of registration of the deed or deeds of the land;

(c) the north point of the plan, indicated by an arrow oriented other than toward the lower edge of the plan or extension of the plan;

(d) the distances from, and the relation to, existing survey monuments and markers;

(e) the boundaries of that part of the plan to be approved marked by a black line of greater weight than all other lines on the diagram of the plan;

(f) the area of land to be vested in the local government as streets, indicated by the names of the streets and, in smaller print immediately below each name, the word “public” and, if a portion only of the street shown on the plan is to be so indicated, the portion is to be denoted by a line drawn across and at right angles to the street at each terminus thereof identified by an arrow;

(g) the area of land to be vested in the local government as future streets, indicated by the words “future street”;

(h) the area of land to be conveyed as land for public purposes, indicated by the words “land for public purposes”;

(i) the area of land with respect to which easements are to be granted, indicated by words describing the purpose of the easement;

(j) subject to subsection (4), the boundaries of streets and other parcels of land by means of solid black lines;

(k) the location, dimensions and names of streets abutting the subdivision;

(l) the nature, location and dimensions of any existing restrictive covenant, easement or right-of-way;
(m) any numbers and letters necessary to accurately identify each lot or other parcel of land and, if available, the civic number of the lot or parcel;

(n) the location and description of legal survey monuments;

(o) any applicable proposed street boundary or building line established by a deferred widening by-law;

(p) a building line or set-back affecting the subdivision under paragraph 75(1)(h) or an agreement referred to in section 131; and

(q) except in the case of a subdivision plan of land in a local government that indicates, to the satisfaction of the development officer, the location of the subdivision on the diagram of the plan, the location of the proposed subdivision in relation to existing streets or prominent natural features on a small key plan drawn to a scale having a ratio of not less than one to 20,000.

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

a) All required works in the subdivision have been completed and the Subdivision Agreement has been executed and registered.

b) The Drainage Agreement and Drainage Plan have been executed and registered.

c) The City Engineer has approved the Works and has consented to the subdivision plan.

d) The Recreation, Parks & Culture Department has approved the Works with regard to Land for Public Purposes.
STATUTORY DECLARATION
(Subdivision Development)

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

SUBDIVISION AGREEMENT NO.: ________________________________

DEVELOPER: ________________________________

I solemnly declare that all persons who have been employed upon the works or who have furnished equipment, materials or services for the works, or persons entitled to a lien under the Mechanics’ Lien Act, have been fully paid and that there are no claims whatsoever against the City of Moncton with respect to this Subdivision Agreement.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the evidence act.

Declared before me at the __________ of ____________ in the Province of ____________. This ___ day of _____________, 20 __.

______________________________
Signature of Developer

______________________________
Name (printed)

______________________________
Title

A Commissioner of Oaths or Notary

Affix Company Seal
(If Applicable)
**PERMIT TYPE / TYPE DE PERMIS:**

<table>
<thead>
<tr>
<th>PERMIT # / N° DE PERMIS:</th>
<th>DATE / DATE:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>APPLICANT / DEMANDEUR:</th>
<th>ADDRESS / ADRESSE:</th>
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</thead>
<tbody>
<tr>
<td>PHONE # / TÉLÉPHONE:</td>
<td>ALT PHONE 1 # / AUTRE TÉL.:</td>
</tr>
<tr>
<td>FAX / TÉLÉC:</td>
<td>ALT PHONE 2 # / AUTRE TÉL.:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNER / PROPRÉTAIRE:</th>
<th>ADDRESS / ADRESSE:</th>
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<tr>
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<td>ALT PHONE 1 # / AUTRE TÉL.:</td>
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<td>FAX # / TÉLÉC:</td>
<td>ALT PHONE 2 # / AUTRE TÉL.:</td>
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<thead>
<tr>
<th>CONTRACTOR / ENTREPRENEUR:</th>
<th>ADDRESS / ADRESSE:</th>
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<tr>
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</tr>
<tr>
<td>FAX # / TÉLÉC:</td>
<td>ALT PHONE 2 # / AUTRE TÉL.:</td>
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**LOCATION / LIEU**

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<thead>
<tr>
<th>JOB ADDRESS / ADRESSE (TRAV.):</th>
<th>AND / ET:</th>
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<tr>
<td>BETWEEN / ENTRE:</td>
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**DURATION / DURÉE**

<table>
<thead>
<tr>
<th>DATE / DATE</th>
<th>TIME (24 HOUR) / HEURE (24 h)</th>
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<tbody>
<tr>
<td>FROM / DE:</td>
<td>FROM / DE:</td>
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<tr>
<td>TO / À:</td>
<td>TO / À:</td>
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</tbody>
</table>

**SEWER AND/OR WATER SERVICES / SERVICES D'ÉGOUT OU D'AQUEUDUC OU LES DEUX**

<table>
<thead>
<tr>
<th>WATER (domestic) / EAU (domestique):</th>
<th>SIZE / TAILLE (mm)</th>
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</thead>
<tbody>
<tr>
<td>WATER (sprinkler) / EAU (gicleur):</td>
<td>COMBINED SEWER / RÉSEAU SÉPARATIF:</td>
</tr>
<tr>
<td>SANITARY SEWER / ÉGOUT SANITAIRE:</td>
<td>MANHOLE / TROU D'HOMME:</td>
</tr>
<tr>
<td>STORM SEWER / ÉGOUT PLUVIAL:</td>
<td>HYDRANT / BORNE-FONTAINE:</td>
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<tr>
<td></td>
<td>CULVERT / PONCEAU:</td>
</tr>
</tbody>
</table>

**ROAD / LANE / SIDEWALK CLOSURE / FERMETURE DE RUE / VOIE / TROTOIR**

<table>
<thead>
<tr>
<th>Fall / Complète</th>
<th>Partial / Partielle</th>
<th>REASON FOR CLOSURE / RAISON DE LA FERMETURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET / RUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIDEWALK / TROTTOIR</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SIDE OF STREET / CÔTÉ DE RUE:</th>
<th>NORTH / NORD</th>
<th>SOUTH / SUD</th>
<th>EAST / EST</th>
<th>WEST / OUEST</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NUMBER OF LANES / NOMBRE DE VOIES:</th>
<th>Amount of Signallers / Nombre de signallers:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CERTIFIED signallers are required on site / Signallers ACCRÉDITÉS requis sur le chantier:</td>
<td></td>
</tr>
</tbody>
</table>

All fees must be paid prior to commencement of work.

**ACKNOWLEDGE:**
I have read and understand the general conditions set for the Street and Services Permit and/or Street Closure Permit and agree to comply to all requirements.

**ATTTESTATION:**
J'ai lu et je comprends les conditions générales établies d'un permis de voirie et de services ou d'un permis de fermeture de rue et j'accepte de respecter toutes les exigences.

**APPLICANT NAME**
(Please Print) /
NOM DU

<table>
<thead>
<tr>
<th>DEMANDEUR</th>
<th>DATE /</th>
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<tbody>
<tr>
<td>(Lettres Moulées)</td>
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<tr>
<th>APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY ENGINEER / APPROBATION</td>
</tr>
<tr>
<td>MUNICIPAL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE /</th>
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<tbody>
<tr>
<td>DATE</td>
</tr>
</tbody>
</table>
GENERAL CONDITIONS
Street and Services Permit AND/OR Street Closure Permit
By-Law T-102 Section 13

1. No street or portion of street shall be closed, excavated or used for any special purpose without first obtaining a Streets and Services Permit and/or a Street Closure Permit from the General Manager of Engineering and Environmental Services.

2. All Applications for a Streets and Services Permit and/or a Street Closure Permit must be submitted three (3) working days prior to the scheduled workday.

3. The applicant must comply with the current issues of the City of Moncton Standard Municipal Specifications for all work on City streets, property or easements and be listed as holding the latest or version available.

4. An application for a permit shall be made in writing to the City Engineer and shall include a public liability insurance which names the City of Moncton as an additional insured in the minimum amount of two million dollars ($2,000,000) per occurrence.

5. The General Manager of Engineering and Environmental Services reserves the right to regulate the date and hours of work.

6. The work site shall be kept safe at all times, with respect to vehicular and pedestrian traffic, including proper traffic control devices (i.e. Certified Traffic Signallers), in accordance with the Standard Municipal Specifications and the Occupational Health and Safety Act.

7. The City reserves the right to have an inspector present to monitor any project requiring one. No work is to start until an Inspector is present, if deemed necessary. No underground utility work will be supervised until it has been inspected, approved and “tin” measures completed.

8. Approval must be obtained to make connections to any underground utility within a City street. All live watermain taps must be completed by City Utilities staff. (Thirs (3) working day notice is required)

9. All streets and sidewalks must be kept free from nuisances, debris, dirt and dust. If the sidewalk is closed to pedestrians, proper signage must be installed to provide alternate route(s).

10. Every Street and Services Permit shall be subject to the following:
   - All LOCATIONS FOR UTILITIES MUST BE OBTAINED PRIOR TO ANY EXCAVATION
     - All excavations in roadways shall be identified by approved traffic control devices (signage, barriers, etc.), which shall stay in place until final road restoration is completed.
     - Notice must be given to the General Manager of Engineering and Environmental Services prior to the installation of temporary steel plates over openings.
     - The asphalt cut must be patched with asphalt base within 48 hours (2 days) of work completion.
     - Curb & Gutter and sidewalk renewal must be completed within 14 days of completion of work, or as agreed to by the Engineering Department.
     - Asphalt seal must be in place within 60 days of completion of the work. Bump signs must be in place until final road restoration is complete.
     - Prior to the commencement of any work, the applicant will pay all required fees described in By-law T102 section 13.

11. The applicant agrees to the following:
   - Accepts total responsibility for all costs related to the work. Guarantees all work for twentyfour (24) months from the completion date of installation.

12. The City reserves the right to remove any Contractor from the job, and complete the work at the applicants expense.
   - The quality of work is deemed satisfactory.
   - Work is not completed according to the City Standard Municipal Specifications.
   - The applicant (ie. the contractor completing work covered by this application) does not adhere rigidly to the regulations as outlined on this application and in By-Law T102 section 13.

CONDITIONS GÉNÉRALES
Permis de voirie et de services ou Permis de fermeture de rue
Arrêté T-102 - Article 13

1. Il est interdit de fermer une rue ou un tronçon de rue, d’y creuser ou d’en faire tout usage spécial sans l’obtenir préalable d’un Permis de voirie et de services ou d’un Permis de fermeture de rue ou des deux auprès du directeur général d’ingénierie et Services environnementaux.

2. Présenter la demande de Permis de voirie et de services ou Permis de fermeture de rue trois (3) jours ouvrables avant le jour ouvrable voulu.

3. Le demandeur respecte la version actuelle des charges normalisées de la Ville de Moncton pour tous les travaux effectués dans les rues, sur les terrains ou aux servitudes de la Ville. Il est tenu d’en faire le constat sur la liste des détenants de la version plus récente disponible.

4. Présenter la demande de permis par écrit à l’ingénieur municipal et inclure une assurance de responsabilité civile désignant la Ville de Moncton comme partie assuree additionnelle pour la somme minimale de deux millions de dollars (2000 000 $) par événement.

5. Le directeur général d’ingénierie et Services environnementaux se réserve le droit de réglementer la date et les heures de travail.

6. La sécurité est assurée en tout temps sur le chantier concernant la circulation automobile et piétonne, notamment par les dispositifs de régulation de la circulation appropriés (ex : signaux de trafic, accélérateurs) conformément au calibre des charges normalisées de la Ville et à la Loi sur l’hygiène et la sécurité au travail.

7. La Ville se réserve le droit d’avoir un inspecteur pour surveiller tout projet nécessitant sa présence. L’inspecteur ne commencera les travaux que si le conducteur autorise l’inspection. Ne rembourse aucun ouvrage de service d’utilité publique souscrit avant son inspection et son approbation. Les mesures de raccordement doivent également avoir été réalisées.


9. Les rues et les trottoirs doivent être exempts de sources de nuisance, de débris, de saleté et de poussière. Si le trottoir est fermé aux piétons, installer les panneaux appropriés indiquant les autres routes possibles.

10. Tout permis de voirie et de services est soumis aux conditions suivantes:
   - AVANT TOUT TRAVAIL D’EXCAVATION, OBTENIR L’EMPLACEMENT DES SERVICES D’UTILITÉ PUBLIQUE.
     - Toute excavation de la chaussée est signalée au moyen de dispositifs de régulation de la circulation appropriés (panneaux, barrières, etc.), qui demeurent en place jusqu’au ce que la réaassemblée finale soit terminée.
     - Le directeur général d’ingénierie et Services gouvmentaux doit être avisé au préalable de la pose de plaques d’acier temporaire sur des ouvertures.
     - Réparer la couverture de l’asphalte à l’aide de base asphalique en moins de 48 heures (2 jours) suivant la fin des travaux.
     - Rendre la bordure, le bord avant et le trottoir en moins de 14 jours suivant la fin des travaux ou conformément au souhait du Service d’ingénierie.
     - Appliquer la couche de scellage au blème en moins de 60 jours suivant l’achèvement des travaux. Placer des panneaux de signalisation de 60 jours d’interdiction jusqu’au ce que la réassemblée finale soit terminée.
     - Avant le commencement de travaux, le demandeur paie tous les frais requis décrits dans l’article 13 de l’arrêté T102.

11. Le demandeur s’engage à faire ce qui suit:
   - Assumer la responsabilité totale de tous les coûts liés aux travaux. Garantir tous les travaux pour la période de vingt-quatre (24) mois suivant l’achèvement de l’installation.

12. La Ville se réserve le droit de retirer tout entrepreneur du projet et de terminer les travaux aux frais du demandeur si:
   - La qualité du travail est jugée inférieure aux normes.
   - Le travail n’est pas réalisé conformément au cahier des charges normalisés de la Ville.
   - Le demandeur (ex. : l’entrepreneur réalisant le travail couvert par la demande) ne respecte pas rigoureusement les règles précises dans la demande et dans l’article 13 de l’arrêté T102.

Date revised: March 27, 2008
Date de révision : le 27 mars 2008
AGENDA

PRE-CONSTRUCTION MEETING

DATE: ________________________________

SUBDIVISION NAME: ________________________________

AGREEMENT NO.: ________________________________

REQUIRED AT MEETING:  
City Staff  
Developer  
Consultant: Design Engineer / Inspector  
Contractor: Superintendent / Foreman

ITEMS FOR DISCUSSION

1. Identification of Personnel and Contact Numbers. (see reverse)

2. Subdivision Agreement – Review with Developer (circulate to all parties)  
a. Testing and materials  
b. Full-time inspection  
c. As-built drawings (reminder) – preliminary at on-site – Provisional Inspection – Final due sixty (60) days after Provisional Acceptance or by December 1st whichever comes first  
d. Traffic control, if required  
e. Dust and mud control

3. Construction Plan Review  
a. No changes to the plans unless approved by the City of Moncton.  
b. On-site erosion and sediment control measures inspection  
c. Street Opening Permit – Coordination with the City (any connections to existing infrastructures, etc.)  
d. Development Permit

4. Work Schedule to be submitted at the Pre-Construction Meeting

5. Workplace Health and Safety  
a. Confirmation of on-site inspector’s training  
b. Confirmation of contractor meeting all requirements of the Province and the City of Moncton Standard Specifications  
c. New Brunswick Construction Safety Association safety program

6. Reminder of requirements and delays to place new watermain on-line  
a. Swab removal  
b. Submission of all required testing results for sanitary and water systems  
c. Certificate of Provisional Acceptance approval by City of Moncton

7. Other issues

8. Next Meeting – prior to curb and asphalt placement
## Key Personnel List with Emergency Telephone Numbers
(List in Order of First Contact)

<table>
<thead>
<tr>
<th>Developer</th>
<th>FIRM NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Phone Numbers (Office)</td>
<td>(Mobile)</td>
</tr>
<tr>
<td>E-Mail Address:</td>
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<table>
<thead>
<tr>
<th>Consultant</th>
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</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Phone Numbers (Office)</td>
<td>(Mobile)</td>
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<table>
<thead>
<tr>
<th>Consultant Inspector</th>
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</tr>
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<td>Phone Numbers (Office)</td>
<td>(Mobile)</td>
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<table>
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<th>FIRM NAME:</th>
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<tbody>
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<td>Name:</td>
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<td>(Mobile)</td>
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<td>Title:</td>
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<td>Phone Numbers (Office)</td>
<td>(Mobile)</td>
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<tr>
<td>E-Mail Address:</td>
<td></td>
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</tbody>
</table>
PROFORMA

(FINANCIAL INSTITUTION)      DATE: (xxxxxxxxxxxxxxx)

STANDBY LETTER OF CREDIT

LETTER OF CREDIT NUMBER: (xxxxxxxxxxxxxxxxxxxx)

APPLICANT:
(xxxxxxxxxxxxxxxxxxxx)
(xxxxxxxxxxxxxxxxxxxx)

BENEFICIARY:
CITY OF MONCTON
% COMMISSIONER OF FINANCE
655 MAIN STREET
MONCTON, N. B.

AMOUNT: (xxxxxxxxxxxxxxx)

DATE OF EXPIRY: (xxxxxxxxxxxxxxx)

E1C 1E8

We hereby issue in your favour our irrevocable Standby Letter of Credit for the above-mentioned amount for account of the Applicant.

This Standby Letter of Credit is available for payment against presentation to us of your signed certificate stating that the monies drawn pursuant to this Standby Letter of Credit are (Example: In relation to work being done on site 14, Main Street, Moncton) xxxxxxxxxxxxxxx

Partial drawings are permitted.

This Standby Letter of Credit expires on the above mentioned expiry date at our counters at xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended for one year from the present or any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing that we elect not to consider this Standby Letter of Credit renewed for any such additional period.

Any demand must be accompanied by this original Standby Letter of Credit for our endorsement of any payment thereon.

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

FOR (FINANCIAL INSTITUTION)

.................................................................
Counter Signature

.................................................................
Authorized Signature
PERFORMANCE BOND

Performance Bonds are no longer accepted by The City of Moncton as security under a Subdivision Agreement.
CERTIFICATE OF STREET GRADING
(Subdivision Development)

SUBDIVISION NAME / UNIT NO.
& PHASE NO.:

SUBDIVISION AGREEMENT NO.:

DEVELOPER:

CONSULTANT / ENGINEER: 

I, ____________________________, P. Eng., do hereby certify that all street grading required under this phase of the Subdivision Agreement was inspected and have attached grading forms based on ten (10) meter stations.

We, the undersigned do hereby certify that all street grades relating to this Phase of the Subdivision Agreement have been completed to our satisfaction and that this certificate of "Street Grading" can be issued.

Date: ____________________

Signed: __________________________

Consultant / Engineer

Date: ____________________

Signed: __________________________

Developer
CITY OF MONCTON ENGINEERING AND ENVIRONMENTAL SERVICES

REQUEST FOR SNOW CLEARING

Requests to have snow-clearing operations undertaken by the City must be received in writing no later than October 1st of the year the plowing is to commence. Further to this, Underground Provisional Inspections must be completed by October 1st.

Failure to have the required inspections done or applications completed and submitted by the dates stated above will result in the Developer having to provide snow clearing for his Subdivision, in which case, it will be incumbent upon the Developer to undertake snow clearing operations in a timely manner. In the event the Developer fails to provide adequate snow clearing for the Subdivision, the City shall be entitled to arrange for the necessary work to be undertaken at the Developer’s expense and to draw upon any security provided under the Subdivision Agreement to the extent necessary to pay such costs in connection therewith.

Subdivision: __________________________
Unit: ________________________________
Phase: ______________________________
Agreement No.: _______________________

LIST ALL STREETS WITHIN THE DEVELOPMENT THAT ARE REQUIRED TO BE PLOWED.

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
<th>Length (m)</th>
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<tbody>
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The City of Moncton will not undertake snow clearing operations until issuance of either the Certificate of Substantial Completion or the Certificate of Provisional Acceptance for the initial phase of construction. Following issuance of either of these Certificates and until concrete curb and gutter and asphalt have been installed, the City 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. For gravel surfaces all manholes and valves shall be buried to prevent damage to them by plowing equipment. Catch Basins shall be at or slightly below grade to allow for water to drain into them, further they shall be marked with a T-Bar to indicate their location. The gravel surface shall be graded so as to eliminate any humps or hollows and is even and compacted with no signs of soft spots. For base asphalt surfaces, all structures adjacent concrete gutters must have asphalt ramped around their edges to both protect the structure and plow equipment. All other structures in the roadway are to have their tops level with or below.
ground elevation. Also, the city or its contractor will not be responsible for damages incurred to snow removal equipment while plowing within the developers' streets.

The City of Moncton will not undertake ice clearing operations until issuance of the Certificate of Aboveground Provisional Acceptance for this unit and phase of construction.

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

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

The Applicant/Developer agrees with the above noted conditions and hereby certifies that the above noted streets within this Unit and Phase of development meet City of Moncton Municipal Specification and all infrastructure is properly prepared for winter snow clearing operations.

I, ________________________________ have read and understand the above and agree to the conditions and requirements as stated herein.

Signed: ______________________________ Date: ______________________________

I, ________________________________ do hereby certify that the above listed streets have been inspected and are provisionally ready for winter plowing.

Signed: ______________________________ Date: ______________________________

Engineers Stamp

PLEASE FORWARD ALL CORRESPONDENCE TO:
The City of Moncton Engineering and Environmental Services
655 Main Street
Moncton, NB E1C 1EB
Phone: (506) 853-3525 Fax: (506) 853-3543
## ITEMS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION

<table>
<thead>
<tr>
<th>Required Item</th>
<th>Date Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development -</td>
<td></td>
</tr>
<tr>
<td>Tentative Subdivision Plan</td>
<td></td>
</tr>
<tr>
<td>Issued for <strong>Review</strong> Construction Plan(s)</td>
<td></td>
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<tr>
<td>Design Brief</td>
<td></td>
</tr>
<tr>
<td>Issued for Construction Plans with all changes made and reviewed by the City</td>
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<td>of Moncton, Engineering and Environmental Services Department</td>
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<tr>
<td>Engineering Estimate</td>
<td></td>
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<tr>
<td>Completed Environmental Issues Checklist</td>
<td></td>
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<tr>
<td>Digital PDF of Projects Unit and Phase</td>
<td></td>
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<tr>
<td>Digital PDF of Drainage Plan</td>
<td></td>
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<tr>
<td>ACAD file of Projects Unit and Phase (Parcels)</td>
<td></td>
</tr>
<tr>
<td>Work Safe NB letter in good standing</td>
<td></td>
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<tr>
<td>Contractors Comprehensive General Liability Insurance Policy</td>
<td></td>
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<tr>
<td>Contractors NBCSA</td>
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<tr>
<td>NBDOE Certificate of Approval to Construct</td>
<td></td>
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<tr>
<td>Subdivision Plan - Does it match Town Plannings version</td>
<td></td>
</tr>
<tr>
<td>Signed Subdivision Agreement</td>
<td></td>
</tr>
<tr>
<td>Copy of Signed Subdivision Agreement given to Consultant</td>
<td></td>
</tr>
<tr>
<td>Letter Regarding Full Time Inspection from Consultant</td>
<td></td>
</tr>
<tr>
<td>Environmental Site Inspection</td>
<td></td>
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<tr>
<td>Pre-Construction Meeting</td>
<td></td>
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<tr>
<td>Street Opening Permit</td>
<td></td>
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<tr>
<td>Valve Operating Plan</td>
<td></td>
</tr>
</tbody>
</table>

Developer:                                                                 |
Contractor:                                                               |
Consultant:                                                              |
Inspector:
Daily Job Site Inspection Report

Subdivision __________________________ Street(s) __________________________ Contractor __________________________

Week start date __________________________ Action required X No action required ✓

Check list

Morning start up

Proper signage  Proper traffic control  Erosion & Sediment Control  Dust  General site safety  Verify pipe line and grades

End of day shut down

Proper signage  Site properly barricaded  Open ended pipes fitted with a water tight cap or plug  Ensure excavation is secure  Pedestrian safety  Road conditions, mud tracking  General site safety

Note: This form to be submitted by 9am the Monday following the Week start date

Explanation of Issues

<table>
<thead>
<tr>
<th>Date</th>
<th>Hazard or issue observed &amp; recommended action</th>
<th>Date &amp; time action taken</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Contractors Foreman __________________________ Foreman signature __________________________

Inspectors name __________________________ Inspectors signature __________________________

Date __________________________ Consultant __________________________

Return completed form to: Paul Edgar (paul.edgar@moncton.ca) and Melissa Tremblay (melissa.tremblay@moncton.ca)
CERTIFICATE OF INITIAL TREE ACCEPTANCE  
(Subdivision Development)

SUBDIVISION NAME / UNIT NO. & PHASE NO.: ________________________________
SUBDIVISION AGREEMENT NO.: ________________________________
DEVELOPER: ________________________________
CONSULTANT / LANDSCAPE ARCHITECT: ________________________________

Detailed description of work completed under this certificate.

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

I, _________________________, Landscape Architect, do hereby certify that all works required under this Subdivision Agreement meet City of Moncton Standard Municipal Specifications and that full time construction inspection was carried out in compliance with Paragraph 3.1 of the Subdivision Development Procedures, Standards and Guidelines. These tree works are "Initially Accepted" as of the date of signing of this document by the Director of Design & Construction on behalf of the City of Moncton. It is understood that the "warranty and maintenance period" commences as of the date of Initial Acceptance by the City and all contract requirements including those listed below, have been fully met;

Attachments:

Initial Acceptance Phase

☐ Deficiency List
☐ Soils Analysis Report
☐ Watering Records Report
☐ Tree Planting Checklist
☐ Work Safe NB Letter(s) of Good Standing
☐ Contractor NBCSA
☐ Statutory Declaration from Contractor
☐ Statutory Declaration from Developer
☐ Reduced Version of Tree Planting Plan

Landscape Architect’s Stamp
1. 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 City of Moncton 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 ________________________.

2. The Consultant / Landscape Architect agrees to provide to the City of Moncton, within 60 days (two months) from the date of issuance of the Certificate of Above Ground Provisional Acceptance, a complete set of “Record Drawings” film originals, and a digital copy, in an AutoCad – compatible format.

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

4. 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 Initial Tree Acceptance” can be issued.

Date: ____________________  Signed: __________________________
   Landscape Architect

Date: ____________________  Signed: __________________________
   Developer

Date: ____________________  Signed: __________________________
   Supervisor or Parks & Grounds

Date: ____________________  Signed: __________________________
   Director of Design & Construction

Cc: General Manager of Engineering & Environmental Services
    Supervisor of Parks & Grounds
    Landscape Architect
    Developer
CERTIFICATE OF FINAL TREE ACCEPTANCE
(Subdivision Development)

SUBDIVISION NAME / UNIT NO. & PHASE NO.: ________________________________
SUBDIVISION AGREEMENT NO.: ________________________________
DEVELOPER: ________________________________
LANDSCAPE ARCHITECT: ________________________________

Detailed description of work completed under this certificate.

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

I, ____________________________, Landscape Architect, do hereby certify that all works required under this phase of the Subdivision Agreement meet City of Moncton Standard Municipal Specifications.

1. A "Certificate of Initial Tree Acceptance" was issued on ____________________.

2. A final inspection of the works was carried out on ____________________ and those present were:

______________________________________________________________________
______________________________________________________________________

3. A final deficiency list was prepared (if Yes, attach). [ ] Yes [ ] No

4. 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 city requirements.

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

Is any part of this Subdivision Agreement in dispute? [ ] Yes [ ] No
APPENDIX “U”
January 2015

6. “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: __________________________
Landscape Architect

Date: ____________________  Signed: __________________________
Developer

Date: ____________________  Signed: __________________________
Supervisor of Parks & Grounds

Date: ____________________  Signed: __________________________
Director of Design & Construction

These works are accepted as of the ______ day of ____________________, 20 _____, by the City of Moncton.

Cc:  General Manager of Engineering & Environmental Services
     Supervisor of Parks & Grounds
     Landscape Architect
     Developer
LIST OF TABLES & DRAWINGS

- Typical Valve Operating Plan
- Street Classification Tables
- Minimum Tree Planting Requirement Calculations
- Typical Road Cross Sections
  - Urban Local Minor – ULM
  - Urban Local Primary – ULP – Offset Street Design
  - Urban Collector Minor – UCM – Offset Street Design
  - Urban Collector Primary – UCP
  - Urban Arterial Minor – UAM
  - Urban Arterial Primary – UAP (with center median)
  - Urban Arterial Primary – UAP (without median)
  - Industrial
  - Rural Minor – RM
- Typical Cul-de-Sac Layout
- Concrete Curb & Gutter
- Typical Roadbed Construction
- Sidewalk & Boulevard Detail
- Integrated Sidewalk Detail
- Subdivision Grading and Drainage Plan
- Lot Drainage Plan
- Residential Driveway Location
- Typical Utility Locations – R.O.W. Cross Section
- Charge Area Boundary – Jonathan Creek
- Charge Area Boundary – Shediac Road
- Charge Area Boundary – Halls Creek
- Tree Location – R2 Semi Lots Exterior Driveways
- Tree Location – R2 Semi Lots Interior Driveways
- Tree Location – R2 Semi Corner Lot
- Tree Location – R2 Single Lot
- Tree Location – R2 Single Corner Lot
- Tree Location – R2 Semi Lots Exterior Driveways – Offset Street Design
- Tree Location – R2 Semi Lots Interior Driveways – Offset Street Design
- Tree Location – R2 Semi Corner Lot – Offset Street Design
- Tree Location – R2 Single Lot – Offset Street Design
- Tree Location – R2 Single Corner Lot – Offset Street Design

Drawing # S/D 1
Drawing # S/D 2a
Drawing # S/D 3a
Drawing # S/D 4
Drawing # S/D 5
Drawing # S/D 6
Drawing # S/D 7
Drawing # S/D 8
Drawing # S/D 9
Drawing # S/D 10
Drawing # S/D 11
Drawing # S/D 12
Drawing # S/D 13
Drawing # S/D 13a
Drawing # S/D 14
Drawing # S/D 15
Drawing # S/D 16
Drawing # S/D 17
Drawing # S/D 18
Drawing # S/D 19
Drawing # S/D 20
Drawing # S/D 21
Drawing # S/D 22
Drawing # S/D 23
Drawing # S/D 24
Drawing # S/D 25
Drawing # S/D 26
Drawing # S/D 27
Drawing # S/D 28
Drawing # S/D 29
Drawing # S/D 30
VALVES OPERATED - MUST be signed off by both Utilities and Contractor's staff.

Utilities Staff will fill out the Valve Status section below showing position that the valve is left in.

Each concurrent Utility Staff will fill in with appropriate information.

<table>
<thead>
<tr>
<th>Valve location (Street, Intersection, Civic No.)</th>
<th>Valve ID #</th>
<th>Valve Operated on: Date</th>
<th>Time</th>
<th>Open</th>
<th>Closed</th>
<th>Signed by: Utilities Staff</th>
<th>Contractors Staff</th>
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</thead>
<tbody>
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</tbody>
</table>
NOTE

THE TRAFFIC AND DESIGN CHARACTERISTICS LISTED IN THESE TABLES ARE REPRESENTATIVE OF THOSE FOR EACH ROAD CLASSIFICATION BUT ARE NOT TO BE CONSTRUED AS ABSOLUTE. THE CHARISTERISTICS THAT WILL BE APPLIED TO THE VARIOUS STREETS IN A SUBDIVISION WILL BE DETERMINED DURING THE PLAN REVIEW PROCESS AS OUTLINED IN SECTION 2.3.2 – STREET CLASSIFICATIONS.
### CITY OF MONCTON

**Street Classification Table**

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Road Class</th>
<th>Traffic Service</th>
<th>Land Service</th>
<th>Range of Traffic Vol. AADT</th>
<th>R.O.W. Min. Width</th>
<th>Number of Lanes</th>
<th>Back to Back Curb</th>
<th>Edge to Edge Asphalt Requirement</th>
<th>Width</th>
</tr>
</thead>
<tbody>
<tr>
<td>S/D 1</td>
<td>LOCAL MINOR ULM</td>
<td>Traffic movement is a secondary consideration.</td>
<td>Land access is the primary consideration, mostly residential.</td>
<td>Below 500</td>
<td>15</td>
<td>2</td>
<td>10</td>
<td>9</td>
<td>None</td>
</tr>
<tr>
<td>S/D 2</td>
<td>LOCAL PRIMARY ULP</td>
<td>Traffic movement and land access are of equal importance.</td>
<td></td>
<td>Below 2000</td>
<td>18</td>
<td>2</td>
<td>10</td>
<td>9</td>
<td>One side</td>
</tr>
<tr>
<td>S/D 3</td>
<td>COLLECTOR MINOR UCM</td>
<td>Traffic movement is the primary consideration.</td>
<td>Land access is a secondary consideration.</td>
<td>1000 to 7000</td>
<td>20</td>
<td>2</td>
<td>11.5</td>
<td>10.6</td>
<td>One side or both sides when warranted</td>
</tr>
<tr>
<td>S/D 4</td>
<td>COLLECTOR PRIMARY UCP</td>
<td>Traffic movement is the primary consideration.</td>
<td>Land access is usually permitted.</td>
<td>5000-10000</td>
<td>23</td>
<td>2 to 3</td>
<td>14</td>
<td>13</td>
<td>Both sides</td>
</tr>
<tr>
<td>S/D 5</td>
<td>ARTERIAL MINOR UAM</td>
<td>Traffic movement is the primary consideration.</td>
<td>Land access is a secondary consideration, parking is usually restricted.</td>
<td>7000 to 20000</td>
<td>25</td>
<td>2 to 4</td>
<td>14</td>
<td>13</td>
<td>Both sides</td>
</tr>
<tr>
<td>S/D 6</td>
<td>ARTERIAL PRIMARY UAP (with center median)</td>
<td>Traffic movement is the primary consideration</td>
<td>Land access is a secondary consideration, parking and loading are restricted.</td>
<td>20000 and greater</td>
<td>32</td>
<td>4</td>
<td>8.8 per direction</td>
<td>7.8 per direction</td>
<td>Both sides</td>
</tr>
<tr>
<td>S/D 7</td>
<td>ARTERIAL PRIMARY UAP</td>
<td>Traffic movement is the primary consideration</td>
<td>Land access is a secondary consideration, parking and loading are restricted.</td>
<td>20000 and greater</td>
<td>30</td>
<td>4</td>
<td>18</td>
<td>17</td>
<td>Both sides</td>
</tr>
<tr>
<td>N/A</td>
<td>FREEWAY UF</td>
<td>Optimum mobility</td>
<td>No access.</td>
<td>10000 and greater</td>
<td>30</td>
<td>2 to 4</td>
<td>20</td>
<td>9</td>
<td>None</td>
</tr>
</tbody>
</table>

**TRAFFIC CHARACTERISTICS**

**DESIGN CHARACTERISTICS**

2008/03/31
## CITY OF MONCTON
### Street Classification Table

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Road Class</th>
<th>Traffic Service</th>
<th>Land Service</th>
<th>Range of Traffic Vol. AADT</th>
<th>R.O.W. Min. Width</th>
<th>Number of Lanes</th>
<th>Shoulder to Edge to Edge Asphalt</th>
<th>Edge to Edge Requirement</th>
<th>Shoulder Width</th>
<th>Sidewalks</th>
</tr>
</thead>
<tbody>
<tr>
<td>S/D 9</td>
<td>LOCAL MINOR RLM</td>
<td>Traffic movement is a secondary consideration.</td>
<td>Land access is the primary consideration, mostly residential</td>
<td>Not applicable</td>
<td>20</td>
<td>2</td>
<td>10</td>
<td>7.4</td>
<td>None</td>
<td>0</td>
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<tr>
<td>N/A</td>
<td>LOCAL PRIMARY RLP</td>
<td>Traffic movement and land access are of equal importance.</td>
<td>200 to 1000</td>
<td>20</td>
<td>2</td>
<td>10</td>
<td>7.4</td>
<td>None</td>
<td>0</td>
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</tr>
<tr>
<td>N/A</td>
<td>COLLECTOR MINOR RCM</td>
<td>Traffic movement is the primary consideration.</td>
<td>500 to 2000</td>
<td>23</td>
<td>2</td>
<td>13</td>
<td>10</td>
<td>None</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>COLLECTOR PRIMARY RCP</td>
<td>Traffic movement is the primary consideration.</td>
<td>1000 to 3000</td>
<td>23</td>
<td>2 to 4</td>
<td>13</td>
<td>10</td>
<td>None</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>ARTERIAL MINOR RAM</td>
<td>Traffic movement is the primary consideration.</td>
<td>3000 to 5000</td>
<td>25</td>
<td>2 to 4</td>
<td>13</td>
<td>10</td>
<td>None</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>ARTERIAL PRIMARY RAP</td>
<td>Traffic movement is the primary consideration.</td>
<td>More than 5000</td>
<td>30</td>
<td>4</td>
<td>16</td>
<td>14</td>
<td>None</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>FREEWAY RF</td>
<td>Optimum mobility</td>
<td>More than 5000</td>
<td>30</td>
<td>2 to 4</td>
<td>12</td>
<td>9</td>
<td>None</td>
<td>0</td>
<td></td>
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</tbody>
</table>
### CITY OF MONCTON
Street Classification Table

<table>
<thead>
<tr>
<th>Drawing No.</th>
<th>Road Class</th>
<th>Traffic Service</th>
<th>Land Service</th>
<th>Range of Traffic Vol. AADT</th>
<th>R.O.W. Min. Width</th>
<th>Number of Lanes</th>
<th>Back to Back Curb</th>
<th>Edge to Edge Asphalt Requirement</th>
<th>Width</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>LOCAL MINOR ILM</td>
<td>Traffic movement is a secondary consideration</td>
<td>Land access is the primary consideration, mostly residential.</td>
<td>Not applicable</td>
<td>20</td>
<td>2</td>
<td>12</td>
<td>11</td>
<td>None</td>
</tr>
<tr>
<td>N/A</td>
<td>LOCAL PRIMARY ILP</td>
<td>Traffic movement and land access are of equal importance.</td>
<td></td>
<td>Under 1000</td>
<td>20</td>
<td>2</td>
<td>12</td>
<td>11</td>
<td>None</td>
</tr>
<tr>
<td>S/D 8</td>
<td>COLLECTOR MINOR ICM</td>
<td>Traffic movement is the primary consideration.</td>
<td>Land access is a secondary consideration</td>
<td>1000 to 5000</td>
<td>23</td>
<td>2</td>
<td>13</td>
<td>12</td>
<td>One side if required</td>
</tr>
<tr>
<td>N/A</td>
<td>COLLECTOR PRIMARY ICP</td>
<td>Traffic movement is the primary consideration.</td>
<td>Land access is a secondary consideration</td>
<td>5000 TO 10000</td>
<td>25</td>
<td>2 to 4</td>
<td>15</td>
<td>14</td>
<td>None</td>
</tr>
</tbody>
</table>

**NOTE:** For industrial subdivision developments the layout of roads, including widths, sidewalk requirements and other transportation issues are to be determined through discussions between the Developer and City Engineering Department staff.
NOTES:
- R.O.W.=18M
- SIDEWALK ONE SIDE
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 1 WIDE TRAVEL LANE WITH PARKING ON BOTH SIDES OR 2 TRAVEL LANES WITH 2 BIKE LANES.
- STREET TREES TO BE PLACED AS PER DRAWINGS SD 21 TO SD 26
NOTES:
- R.O.W. = 20m
- Utility poles, street lights, and hydrants may be located on either side of R.O.W.
- Sidewalk on one side.
- Street trees to be placed as per drawings SD 21.
- Street width can accommodate 2 travel lanes and 2 bike lanes or parking on both sides.
- See drawing S/D.12 for typical roadbed and backfill details.
- See drawing S/D.11 for typical roadbed and backfill details.
- Topsoil = 150mm minimum after rolling.
- Minimum after rolling.
- Street line.
NOTES:
- R.O.W.=25M
- SIDEWALK ON BOTH SIDES (INCREASED WIDTH)
- BARRIER CURB ONLY
- ARTERIAL ROADWAYS REQUIRE SPECIFIC DESIGN TO MEET NEEDS OF THE AREA STREET NETWORK.
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 3 TRAVEL LANES AND 2 BIKE LANES AND INCREASED SIDEWALK WIDTH.

SEE DRAWING S/D 12 FOR TYPICAL ROADBED CONSTRUCTION DETAIL.
SEE DRAWING S/D 13 FOR SIDEWALK AND BOULEVARD DETAIL.
SEE DRAWING S/D 11 FOR CONCRETE CURB & GUTTER, BOULEVARD AND BACKFILL DETAIL.

TOPSOIL 150mm MINIMUM AFTER ROLLING
NOTES:
- R.O.W. = 32M - SIDEWALK ON BOTH SIDES.
- BARRIER CURB ONLY.
- HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- ARTERIAL ROADWAYS REQUIRE SPECIFIC DESIGN TO MEET.
  NEEDS OF THE AREA STREET NETWORK.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 2.
  TRAVEL LANES AND 1 BIKE LANE OR 1 PARKING LANE
  IN EACH DIRECTION.
NOTES:
- R.O.W. = 30M
- SIDEWALK ON BOTH SIDES
- BARRIER CURB ONLY
- HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.
- ARTERIAL ROADWAYS REQUIRE SPECIFIC DESIGN TO MEET NEEDS OF THE AREA STREET NETWORK.
- THIS ROAD WIDTH CONFIGURATION CAN ACCOMMODATE 4 TRAVEL LANES WITH 2 BIKE LANES OR 2 PARKING LANES.
NOTES:
- R.O.W. = 23M
- SIDEWALK NOT NORMALLY REQUIRED (UNLESS ACTIVE TRANSPORTATION PLANNING IDENTIFIES NEED)
- BARRIER CURB ONLY
- INDUSTRIAL ROADWAYS REQUIRE SPECIFIC DESIGN TO MEET NEEDS OF THE AREA STREET NETWORK.
- UTILITY POLES, STREET LIGHTS AND HYDRANTS MAY BE LOCATED ON EITHER SIDE OF R.O.W.

SEE DRAWING S/D 12 FOR TYPICAL ROADBED CONSTRUCTION DETAIL
(ROADBASE REQUIREMENTS MAY BE INCREASED TO MEET DESIGN REQUIREMENTS)

SEE DRAWING S/D 11 FOR CONCRETE CURB & GUTTER BOULEVARD AND BACKFILL DETAIL.

SEE DRAWING S/D 13 FOR SIDEWALK AND BOULEVARD DETAIL.
NOTES:

- R.O.W. = 20m Minimum (the required width of the right-of-way (R.O.W) will depend upon the topography and soil conditions.
- No sidewalk to be installed (linear trail or road shoulder walking area may be identified during design phase)
- No curb to be installed (ditch)
- The required width of the right-of-way (R.O.W) will depend upon the topography and soil conditions.
- Utility poles, street lights and hydrants may be located on either side of R.O.W.

SEE DRAWING 32 OF THE CITY OF MONCTON "STANDARD MUNICIPAL SPECIFICATIONS" FOR TYPICAL ROAD CROSS SECTION DETAIL.

CULVERT AND SERVACE LANE REQUIRED AT EACH HYDRANT LOCATION.
NOTE:
1. MINIMUM LONGITUDINAL GRADE TO BE 0.8% 
2. ASPHALT THICKNESS GREATER THAN 75mm TO BE PLACED IN TWO LIFTS 
3. IF SUBGRADE SOIL IS FROST SUSCEPTIBLE AND THE WATER TABLE IS HIGH (<1.0 BELOW THE PAVEMENT SURFACE), THE THICKNESS OF ITEM "D" SHOULD BE INCREASED BY 100mm.

ROAD CLASSIFICATION AND THICKNESS DIMENSION IN MILLIMETERS (mm)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>LOCAL ROADWAYS &amp; PARKING LOTS</th>
<th>COLLECTOR ROADWAYS</th>
<th>ARTERIAL &amp; INDUSTRIAL ROADWAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>ASPHALT SEAL N.B.D.O.T. TYPE &quot;D&quot;</td>
<td>40</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>ASPHALT BASE N.B.D.O.T. TYPE &quot;B&quot;</td>
<td>60</td>
<td>100</td>
<td>110</td>
</tr>
<tr>
<td>&quot;C&quot;</td>
<td>CRUSHED STONE 31.5mm MINUS</td>
<td>200</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>&quot;D&quot;</td>
<td>CRUSHED STONE 75mm MINUS</td>
<td>300</td>
<td>350</td>
<td>400</td>
</tr>
<tr>
<td>&quot;E&quot;</td>
<td>CRUSHED STONE UNDER CURB &amp; GUTTER</td>
<td>335</td>
<td>425</td>
<td>485</td>
</tr>
</tbody>
</table>
EXPANSION JOINT (WITH FELT), AT 6.0m INTERVALS INSTALLED PERPENDICULAR TO EDGES AND TO THE FULL DEPTH OF SIDEWALK

CONTROL JOINT—MINIMUM 1/4 OF SLAB DEPTH, AT 1.5m INTERVALS.

JOUTS, EDGES TO BE TOOLED. R=6mm

MINIMUM SLOPE 2%

CONCRETE SIDEWALK, 32MPa THICKNESS:
1. 125mm TYPICAL
2. 200mm INDUSTRIAL/COMMERCIAL AND HEAVY VOLUME DRIVEWAYS

TOPSOIL 150mm MINIMUM AFTER ROLLING

COMMON FILL

150mm OF CRUSHED ROCK 31.5mm MINUS COMPACTED TO 95% MAXIMUM DRY DENSITY.

FOR BOULEVARD WIDTH REFER TO TYPICAL ROAD CROSS SECTION DETAILS IN THE SUBDIVISION DEVELOPMENT PROCEDURES, STANDARDS AND GUIDELINES.
EXPANSION JOINT (WITH FELT), AT 6.0m INTERVALS INSTALLED PERPENDICULAR TO EDGES AND TO THE FULL DEPTH OF SIDEWALK

CONTROL JOINT—MINIMUM 1/4 OF SLAB DEPTH, AT 1.5m INTERVALS.

JOINTS, EDGES TO BE TOOLED. R=6mm

LONGITUDINAL SECTION

MINIMUM SLOPE 2%

CONCRETE SIDEWALK, 32MPa THICKNESS:
1. 125mm TYPICAL
2. 200mm INDUSTRIAL/COMMERCIAL AND HEAVY VOLUME DRIVEWAYS

TOPSOIL 150mm MINIMUM AFTER ROLLING

150mm OF CRUSHED ROCK 31.5mm MINUS COMPACTED TO 95% MAXIMUM DRY DENSITY.

COMMON FILL

2.0m

FOR BOULEVARD WIDTH REFER TO TYPICAL ROAD CROSS SECTION DETAILS IN THE SUBDIVISION DEVELOPMENT PROCEDURES, STANDARDS AND GUIDELINES.
LOT 05-1

MINIMUM BASEMENT FLOOR ELEV. -46.00

MAJOR SWALES TO BE IDENTIFIED

CB COVER=48.64
CB INV=47.14

STREET C

SCALE: N.T.S.
MARCH 2010
DRAWN BY: AMM

CITY OF MONCTON
ENGINEERING & ENVIRONMENTAL SERVICES

TYPICAL DETAIL REQUIREMENTS

DRAWING NO. S/D 15
TYPICAL UTILITY LOCATIONS

R.O.W. CROSS SECTION

CITY OF MONCTON
ENGINEERING & ENVIRONMENTAL SERVICES

DRAWING NO. S/D 17
TOTAL AREA = 500± ha (EXCLUDING EXISTING ROADS)

PHASE 1&2 = 430± ha (EXCLUDING EXISTING ROADS)

PHASE 3 = 70± ha (EXCLUDING EXISTING ROADS)
CHARGE AREA = 148.1ha+ (EXCLUDING SHEDIAC ROAD)
CHARGE AREA = 138.2HA ±
DECIDUOUS TREE

- 60cm diameter root ball
- 60mm cal. trunk
- Deciduous Nursery Tree 1.5m diameter crown

- Approx. 40 Year Growth
- 40cm diameter trunk
- 10m diameter crown (or 7m class 2, or 5m class 3)

SCALE: 1:250

TREE LOCATION – R2 SEMI LOTS

INTERIOR DRIVEWAYS

CITY OF MONCTON
ENGINEERING DEPARTMENT

DRAWING NO. SD 22

Note: See SD 26 for soil habitat zones and root pathways – type 1
TREE LOCATION

R2 SINGLE LOT

CITY OF MONCTON
ENGINEERING
DEPARTMENT

DRAWING NO. 24
DECIDUOUS TREE

60cm diameter root ball
60mm cal. trunk
Deciduous Nursery Tree
1.5m diameter crown

Approx. 40 Year Growth
40cm diameter trunk
10m diameter crown
(or 7m class 2, or 5m class 3)

MINIMUM 2m BRANCHING HEIGHT
MINIMUM 1m FROM DRIVEWAY
MINIMUM 1m FROM NATURAL GAS LINE
MINIMUM 3m FROM OTHER UNDERGROUND UTILITIES
MINIMUM 2m + MATURE CANOPY RADIUS FROM UTILITY POLES
MINIMUM 10m LINEAR SPACING (CLASS 1/CLASS 1)
MINIMUM 7m LINEAR SPACING (CLASS 1/CLASS 2 or 3)
MINIMUM 7m LINEAR SPACING (CLASS 2/CLASS 2 or 3)
MINIMUM 5m LINEAR SPACING (CLASS 3/CLASS 3)
CENTERED BETWEEN CURB AND SIDEWALK OR SIDEWALK AND PROPERTY LINE

Note. See SD 26 for soil habitat zones and root pathways - type 1

SCALE: 1:250
ISSUE NO.
SEE REVERSE FOR DETAIL
R2 CORNER LOT

CITY OF MONCTON
ENGINEERING
DEPARTMENT
DRAWING NO. SD 25
DECIDUOUS TREE

- Minimum 2m branching height
- Minimum 1m from driveway
- Minimum 1m from natural gas line
- Minimum 3m from other underground utilities
- Minimum 2m + mature canopy radius from utility poles
- Minimum 10m linear spacing (class 1/class 1)
- Minimum 7m linear spacing (class 1/class 2 or 3)
- Minimum 7m linear spacing (class 2/class 2 or 3)
- Minimum 5m linear spacing (class 3/class 3)
- Centered between curb and sidewalk or sidewalk and property line

Note: See SD 26 for soil habitat zones and root pathways - type 1

60cm diameter root ball
60mm cal. trunk
Deciduous Nursery Tree
1.5m diameter crown

Approx. 40 Year Growth
40cm diameter trunk
10m diameter crown
(or 7m class 2, or 5m class 3)
TREE LOCATION

R2 SINGLE LOT
AND OFFSET STREET DESIGN

SCALE: 1:250

CITY OF MONCTON
ENGINEERING
DEPARTMENT

DRAWING NO. 29

MINIMUM 2m BRANCHING HEIGHT
MINIMUM 1m FROM DRIVEWAY
MINIMUM 1m FROM NATURAL GAS LINE
MINIMUM 3m FROM OTHER UNDERGROUND UTILITIES
MINIMUM 2m + MATURE CANOPY RADIUS FROM UTILITY POLES
MINIMUM 10m LINEAR SPACING (CLASS 1/CLASS 1)
MINIMUM 7m LINEAR SPACING (CLASS 2/CLASS 2 or 3)
MINIMUM 5m LINEAR SPACING (CLASS 3/CLASS 3)
CENTERED BETWEEN CURB AND SIDEWALK OR SIDEWALK AND
PROPERTY LINE

DECIDUOUS TREE

60cm diameter root ball
60mm cal. trunk
Deciduous Nursery Tree
1.5m diameter crown

Approx. 40 Year Growth
40cm diameter trunk
10m diameter crown