



Town of Fort Erie

SUBDIVISION CONTROL

Guidelines for Development of New Subdivisions

2021

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SECTION 1 GENERAL SUBDIVISION GUIDELINES

1.1 INTRODUCTION

The Town of Fort Erie through Subdivision Control under Section 51 of the Planning Act, encourages well designed and attractive subdivisions. This document together with the Town's Official Plan, Comprehensive Zoning By-law 129-90 and various By-laws, provides guidelines and outlines the requirements and design standards for subdivision developments in the Town of Fort Erie.

The Town has several by-laws that provide the design requirements for water, sewer, lot grading and street lighting designs. They are as follows: 199-04, 68-06, 110-05, 252-92 and 141-04 respectively.

The recommended design guidelines and standards are based on considerable technical background design approaches and experience in the operation and maintenance of municipal infrastructures. Generally, any variance to the Town's minimum standards would require Council approval. It is recommended that during the preconsultation process that any non-standard approach be identified by the applicant.

1.2 PURPOSE OF SUBDIVISION CONTROL

During the Subdivision Approval process, the Town will review design features and co-ordinate the following:

- Overall subdivision design
- Effect on surrounding neighbourhood and land uses
- Lot sizes
- Parkland requirement
- Roadway and emergency access geometry
- Sidewalk and pedestrian access requirement
- Sanitary sewer, storm sewer and water services
- Stormwater management
- Utility Services and Streetlighting
- General Grading
- Streetscaping

Once a Draft Plan of Subdivision application is received, the Community Planning and Development Services Department will circulate and process the application through various Town departments and government agencies. This way, the Community Planning and Development Services Department will be the Developer's one-stop contact. Notwithstanding, the Developer is encouraged to make its own contacts with different Town Departments and other government agencies during this process in order to monitor the status of its application. The Community Planning and Development Services Department will advise the Developer on the status of the proposal and any changes or conditions throughout the process. Subdivision Control ensures the implementation of Town and other agencies' requirements (e.g. street widenings, roadway improvements, drainage, servicing etc.). It also helps to improve the quality and appearance of the development and ensures the availability of municipal services and other amenities to prospective residents of the subdivision.

1.3 TOWN POLICY

Council will only accept complete Draft Plan of Subdivision applications and may refuse to accept or further consider a proposed Draft Plan of Subdivision until the prescribed information, material and fee required by By-law No. 267-90, as amended, are received. Further processing of the application will not proceed until such prescribed information, material and fee are received.

1.4 LEGISLATIVE REQUIREMENTS FOR SUBDIVISION APPROVAL ADAPTED FROM THE PLANNING ACT

Subsection 51 (17): Information required to be shown on the draft plans:

- the boundaries of the land to be subdivided, certified by an Ontario Land Surveyor;
- the locations, widths and names of the proposed highways within the proposed subdivision and of existing highways on which the proposed subdivision abuts;
- on a small key plan, on a scale of not less than one centimetre to 100 metres, all of the land adjacent to the proposed subdivision that is owned by the applicant or in which he has an interest, every subdivision adjacent to the proposed subdivision and the relationship of the boundaries of the land to be subdivided to the boundaries of the township lot or other original grant of which such land forms the whole or part;
- the purpose for which the lots are to be used;
- the existing uses of all adjoining lands;
- the approximate dimensions and layout of the proposed lots;
- natural and artificial features such as buildings or other structures or installations, railways, highways, watercourses, drainage ditches, swamps and wooded areas within or adjacent to the land proposed to be subdivided;
- the availability and nature of domestic water supplies;
- the nature and porosity of the soil;
- existing contours or elevations as may be required to determine the grade of the highways and the drainage of the land;
- the municipal services available or to be available to the land proposed to be subdivided, and;
- the nature and extent of any restrictive covenants or easements affecting the land proposed to be subdivided.

Subsection 51 (19): The approval authority may refuse to accept or further consider the application until the prescribed information and material, the required fee and the draft plan are received and the time period referred to in Subsection 51(34) does not begin until the day the draft plan, information, material and fee are received.

Subsection 51 (24): In considering a draft plan, regard shall be had among other matters, to the health, safety, convenience and welfare of the future inhabitants.

Subsection 51 (25): The Town (as the approval authority) may impose such conditions as deemed reasonable including a condition that land be dedicated or the requirements met for park and other public recreation purposes under Section 51.1 and/or that such highways or road widenings be dedicated as deemed necessary by the approval authority.

Subsection 51 (26): Every municipality and the Region may enter into subdivision agreements imposed as a condition for draft approval.

1.5 PROCEDURE

Prior to the submission of an application, the proponent or agent will be required to attend a pre-consultation meeting with Town staff in order to identify the information and material needed to process the application. Please refer to the Town's Pre-consultation Package.

During the Pre-consultation process, the subdivision proposal will be the subject of a limited circulation by way of a preliminary plan of subdivision in order to scope issues, determine compliance (or non-compliance) with local, regional and provincial planning policies and identify the prescribed information and material.

Upon receipt of an application for Draft Plan Approval, as per Section 51(17) of the Planning Act, the application will be reviewed and determined by Planning staff as to whether the application is complete or not. As per Section 51(18) of the Planning Act, Planning staff may require other information and material that is considered needed.

The information as per Section 51(18) of the Planning Act may include but not limited to: Planning & Land Use Justification (Background) Report, Preliminary Engineering Report, Environmental Assessment/Impact Statement, Archaeological Assessments, Traffic Impact Statement, Financial Impact Analysis, Urban Design Analysis etc...

If the application is determined to be incomplete, the application will be refused to be accepted or further consideration as per Section 51(19) of the Planning Act will cease. Members of Council will be notified if an application is deemed incomplete and they will be informed as to why.

Upon receipt of all prescribed information, materials and fees the application may proceed.

1.6 PLANNING AND LAND USE JUSTIFICATION (BACKGROUND) REPORT

The following information is required to be submitted by the applicant with the Subdivision application:

- Proposed integration of roadways, bike lanes and sidewalks within subdivision and transportation circulation pattern in surrounding area.
- Inventory of physical features (wetlands, watercourses, tree stands, etc.) on the site and adjacent lands.
- Inventory of existing and proposed utilities and water, sanitary and storm facilities serving uses proposed in the subdivision.
- Location of parklands and other public lands (other than travelled

- roadways) in the vicinity of the site.
- Likely uses of all lots and blocks within the subdivision and the number of people to be accommodated.
- Existing public transportation serving the site.
- Whether the Official Plan and/or Zoning By-law need to be amended.
- All information provided by Agencies and Departments consulted by applicant.
- If a residential development is proposed, location of schools serving the subdivision and access routes to those schools.
- Opportunities for affordable housing provided in the proposed subdivision.
- Archaeological and cultural heritage features (check with Town Staff).
- All information required to satisfy the needs of the Provincial Policy Statement (please check with Regional Planning Staff).

1.7 PRELIMINARY ENGINEERING REPORT

A Preliminary Engineering Report prepared by a qualified Engineer will be required outlining the servicing viability of the proposed subdivision. This report shall identify different options of servicing the development and recommends the best alternative consistent with the Town's master servicing plans including the estimated costs of servicing works.

Evaluation of the Storm Water Management (SWM) requirement is critical in order to identify the proposed location of any stormwater management facility. This will affect the general layout of the subdivision. SWM criteria is provided in Section 3.15 herein.

1.8 ENVIRONMENTAL IMPACT STUDY

An Environmental Impact Study MAY be required from a qualified environmental consultant to identify potential impact of the subdivision to existing topography, tree coverage and environmental conditions of the property. Preservation of natural features such as wetlands, tree stands, historical sites and natural watercourses may significantly affect the proposed development.

Natural watercourses are to be preserved wherever feasible. If the watercourse is required to be engineered, the facility should be designed to have natural restoration including tree planting and landscaping.

1.9 TRANSPORTATION IMPACT STUDY

A Transportation Impact Study MAY be required from a qualified transportation consultant to identify potential impact of the subdivision to existing road, bike lane and pedestrian walkway networks. The study should identify improvements required to mitigate any safety concerns and address connectivity between the proposed development and the existing transportation networks.

1.10 TREE PRESERVATION PLAN (TPP)

A Tree Preservation Plan MAY be required to protect or retain existing tree stands as much as possible for approval by Regional or Municipal staff. Grade alteration should be minimized within the development in order to attain the desired result of tree preservation.

In order to ensure Developer's compliance to the approved Tree Preservation Plan, an additional security for Tree Preservation Plan Compliance will be included in Schedule "F" of the Agreement (\$500.00 per lot – 2012 Rate). In addition, a Certificate of Compliance from the Developer's Engineer and if required, a Clearance Letter from the Region, be submitted as additional requirements for the issuance of the Completion Certificate for Primary Services by the Town. This requirement will apply for all new developments, either by a Plan of Subdivision or through the Consent process.

1.11 ARCHAEOLOGICAL ASSESSMENT REPORT

An Archaeological Assessment of the proposed development MAY be required from a licensed archaeologist to conduct an assessment of the site, to ensure preservation or resource removal and documentation of any significant archaeological resources found on site.

1.12 GEOTECHNICAL INVESTIGATION

A geotechnical investigation will be required to be carried out by a competent consulting engineer in order to assess soils condition with respect to the proposed infrastructures and building construction.

1.13 PARKLAND DEDICATION

All subdivision developments, either residential, industrial or commercial, require that parkland be conveyed to the Town free and clear of any encumbrance in accordance with Town's By-law No. 69-08, *being a By-law to establish a policy for parkland dedication or payment of cash-in-lieu as a condition of development or redevelopment*. Undevelopable land, stormwater management facilities or hazard lands will not be accepted as parkland dedication as such lands cannot be developed for active park purposes and may be unsafe for recreational uses.

Parkland development including grading, sodding or seeding, fencing, landscaping and tree plantings or tree preservation shall be covered within the applicable Subdivision Agreement. Park naming will be at the sole discretion of the Town of Fort Erie.

In cases where parkland dedication is impractical, a cash in lieu of parkland dedication may also be considered in accordance with Schedule "A" of Town's By-law No. 69-08. The Developer is responsible to provide the Town with a valuation report from a competent and qualified appraiser approved by the Town. The value of land in respect of development or redevelopment shall be determined as of the day before the Building Permit is issued, or where more than one Building Permit is required, as of the day the first Building Permit is issued.

1.14 PHASING, BUILDING TYPES AND ZONING

The plans should indicate the expected phases of development. Phasing should be pre-approved by the Town of Fort Erie and should be sized to provide reasonable number of lots. It is desirable that phasing provides for minimum number of dead end streets and to ensure that a secondary access will be available for emergency purposes in and out of the

subdivision.

The subdivision should provide a range of dwelling types consistent with the zoning in place for the property. Appropriate clustering of uses is encouraged and the more dense the development, the closer it should be to the perimeter of a neighbourhood. Consideration should be given to medium or high density developments to locate on collector or arterial roads.

The Developer may consider or be required to site various facilities located in a Plan of Subdivision. These may include neighbourhood commercial facilities or, at the request of the appropriate agency, a school site or a religious institution. Such facilities should be appropriately located and properly zoned. In addition, siting of these facilities should consider the effect of traffic generation, proximity to parks, parking requirements, etc., in general, such facilities should be located with access to a collector or arterial road.

1.15 EXTERNAL SERVICES

All services required to be extended to service the subdivision will be the responsibility of the Developer to include not only the actual construction, but payment of all costs. Sidewalks may also be required to be constructed outside the limits of the proposed subdivision at the expense of the Developer in order to provide continuity of pedestrian access from the new subdivision to the existing sidewalk systems. Design and construction of certain facilities or services to accommodate future developments may be required and will be the responsibility of the Developer provided such facilities or services are not included in the Town's current Development Charges.

Unless the Town has a funding mechanism (Special Area Development Charge, Development Charges, Cost Sharing Agreement, Front-End Financing Agreement, etc.) in place, the Developer shall, at its own costs, be responsible for all required external services including the upgrade of existing roads abutting the subdivision to urban cross section or to an acceptable standard required by the Director of Infrastructure Services.

Any off-site services required to allow the subdivision to proceed shall be the Developer's responsibility at its own costs. The Town may entertain an Agreement with the Developer under Section 10 of the Municipal Act or alternatively, a front-ending agreement.

SUBDIVISION DEVELOPMENT REQUIREMENTS

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SECTION 2 SUBDIVISION APPLICATION GUIDE

2.1 APPROVAL AUTHORITY – SUBMISSION OF APPLICATION

Division of a parcel of land into several small parcels in the Town of Fort Erie usually requires approval of a Plan of Subdivision. Prior consultation with Town staff and with public agencies (i.e. Regional planning staff) will occur during the Pre-consultation process. The proposal may involve a local Official Plan amendment and/or a Zoning amendment.

The Minister of Municipal Affairs has delegated subdivision approval authority to a number of regional municipalities throughout the Province. The Regional Municipality of Niagara has in turn delegated this approval authority to the Town of Fort Erie.

2.2 EVALUATION OF APPLICATIONS

The subdivision review and approval process plays a key role in the land development process. It establishes the conditions under which land may be divided and sold, future street and neighbourhood patterns, parks and other community facilities, community housing and commercial and employment opportunities.

The purpose of the subdivision review and approval process includes the following:

- The land is suited to its intended use;
- The subdivision conforms with applicable planning legislation;
- Municipal services are or can readily be made available;
- The community and individual citizens are protected from inappropriate development which could detract from the community; and
- Lot purchasers obtain undisputed title to their new property.

2.3 MAJOR STAGES IN PROCESSING APPLICATION

The processing of most subdivision applications usually involves the following major stages:

- Pre-Consultation meeting with municipal, conservation and regional staff
- Submission of “complete” application
- Circulation and public notification
- Review of comments/recommendations on draft approval
- Dispute resolution or referral/appeal to OMB
- Draft approval with conditions
- Clearance of conditions by Developer
- Final approval and plan registration

All applications may not go through each of these stages. Each stage usually involves many steps depending on the complexity of the application and the response of government agencies, special interest groups and the public. See Figure 1-1, Draft Plan of Subdivision - Approval Process, for details of the application process.

2.4 CIRCULATION, REVIEW AND PUBLIC MEETING

A complete application may require several months to obtain draft approval. Much of this time is devoted to review of the proposal by numerous public agencies, analysis of comments submitted to the Town and negotiations between interested parties on issues affecting them. During this period, property owners within 120m of the subdivision site are notified of the application, a proposed subdivision sign is erected on site and a public meeting is held to discuss the proposal. Finally, the Town's Community and Development Services staff prepares a report on the proposal and submits this report to the Town's Council in Committee for consideration. Usually, the report recommends that draft approval be granted subject to a list of conditions recommended by different Town departments and outside agencies reviewing the application plus any revisions recommended by Town staff and the public.

2.5 TOWN OF FORT ERIE COUNCIL'S DECISION

Council makes a decision to grant draft approval to a subdivision subject to a list of conditions which must be fulfilled by the applicant. Notice of this decision is given to the applicant, the public and the reviewing agencies. It is noted that the decision to grant draft plan approval is not effective until after a twenty (20) day appeal period expires. If no appeals are received within the prescribed time, draft approval is formally granted. If an appeal is lodged with the Town, the application is automatically forwarded to the OMB for a ruling. Once formal draft approval is granted, the applicant may proceed with the subdivision subject to the conditions applied, prepare the site for development and enter into a subdivision agreement with the Town to sell the lots or build on the lots once the Plan of Subdivision is registered.

The Developer is encouraged to provide the Town with the proposed street name(s) for the new roads within the subdivision at the early stage of the engineering review. The proposed street names should be submitted for consideration by the Town's Street Naming Committee from the pre-approved street names contained in Appendix "J". Street names other than the pre-approved names will require Council approval through the Town's Street Naming Committee.

Final approval of the Plan of Subdivision is granted by the Town once the Developer has fulfilled all the conditions of draft approval. The plan may then be registered and individual lots within the subdivision are created.

2.6 APPLICATION FORM - SUBDIVISION AGREEMENT

The Application Form attached in Appendix "A" and shall be used when applying to the Town of Fort Erie for subdivision approval. The following guides are intended to assist the Developer (or its agent) in the approval of a subdivision application. All questions in the Application Form must be completed by the applicant.

2.6.1 USING THE APPLICATION FORM

- a) The original Application Form should be completed and submitted (twenty copies (20) copies) to the Town of Fort Erie Community and Development Services. Please keep a copy for your files. The applicant is advised to check with Planning Staff for official plan, zoning and policy information before making a

formal application to the Town (prior consultation with Regional Planning Staff is also recommended).

- b) The application should be completed by the property owner or his authorized agent. Where it is being made by an agent, the written authorization may be shown on the face of the draft plan.
- c) It is the responsibility of the owner to research and evaluate the site and the proposal to ensure that the development will conform with the interests of the health, safety and welfare of the present and future residents, either owners or tenants. Sufficient studies for the completion of the application should be carried out prior to a submission for approval and should be reflected in the application form. This information will assist in a quick and comprehensive assessment of the application. If further studies are required, the applicant will be notified. The application must also be accompanied by twenty (20) copies of a background report, including a statement on affordable housing, the required application fee, and the planning review fee required by the Regional Municipality of Niagara. If the form or the draft plans are incomplete or inaccurate, the application will be returned for completion, correction or clarification prior to processing. The application will not be considered complete for the purpose of The Planning Act until all information prescribed under The Act has been received.

2.6.2 DRAFT PLAN

- a) The Planning Act requires that all applications must be accompanied by copies of the draft plan. The draft plan must be drawn to scale with boundaries certified by an Ontario Land Surveyor and must also be signed by the registered owner of the property.
- b) Subdivision applications require a minimum of thirty-five (35) copies. If further copies are needed, the applicant will be notified. An 8½" x 11" reproducible copy of the draft plan is also required.
- c) The draft plan must also be submitted as an electronic file, in AutoCad 2000 (.dwg) format. The draft plans should indicate all items as required by Section 51(17) of The Planning Act (listed at the end of the form).

2.6.3 DEALING WITH THE APPLICATION

- a) After accepting the completed application, staff will confer with officials of the region, municipalities, ministries, commissions, authorities and others who may be concerned, to obtain information and recommendations. With regard to subdivision applications, both an information meeting and a public meeting will be held as part of the review process.
- b) After an evaluation of the plan and the recommendations from other bodies noted above, conditions may be imposed in granting approval of the draft plan (draft approval).
- c) The conditions of draft approval must be fulfilled prior to the approval of the final plan. The agencies affected by the conditions must indicate in writing that their requirements have been met.

In some cases, agencies may require that a copy of the completed and executed subdivision agreement be forwarded to them prior to acknowledging that their conditions have been fulfilled.

- d) Section 51(34), (43) and (48) of The Planning Act provide that an application for approval by the Town will be referred to the Ontario Municipal Board for decision upon receipt of such a request with the reasons for the approval and the required fee.

All information and required documentations are to be forwarded to:

TOWN OF FORT ERIE
Planning and Development Services
Fort Erie, Ontario, L2A 2S6
Phone No. (905) 871-1600
Fax No. (905) 871-6411

2.7 APPLICATION FEES

Fees established by the Town for processing of subdivision and other planning applications are set out in Appendix "C" herein. The application fee for subdivision approval is an administration charge payable upon submission of an application. Development Charges (Regional and Town) are separate fees and are collected at the time a Building Permit is issued.

2.8 SECURITY AND FINANCIAL REQUIREMENTS

2.8.1 FINANCIAL SECURITIES

Financial securities (refer to Appendix "F") will be required prior to execution of the Subdivision Agreement by the Town, in the form of a standard Letter of Credit from a chartered bank or a certified cheque payable to the Town of Fort Erie, calculated based on the Engineer's cost estimates of the works in the following amount:

- 15% of the estimated construction cost of On-Site Primary Services
- 100% of the estimated construction cost of Off-Site Primary Services
- 120% of the estimated construction cost of On-Site and Off-Site Secondary Services

Engineer's cost estimates to include 10% Contingency Allowance, 10% Engineering and 13% Harmonized Sales Tax (HST).

2.8.2 CASH PAYMENT

All cash payment identified in the Financial Schedule of the Subdivision Agreement will be required prior to execution of the Agreement by the Town, which may include any or all of the following:

- Administration, Engineering and Inspection Fee based on the estimated cost of works as follows:
 - 4% of the estimated construction cost of works to a maximum of \$4,000.00 where the cost of works is less than \$100,000.00; or

- 3.5% of the estimated construction cost of works to a maximum of \$15,000.00 where the cost of works is between \$100,000.00 and \$500,000.00; or
 - 3% of the estimated construction cost of works where the cost of works is in excess of \$500,000.00.
- Outstanding property taxes
- Local improvement charges
- Cash in lieu of parkland dedication
- Deposit for Legal expenses
- Tree planting reserves
- Street and/or traffic regulatory signs
- Share of construction cost of external service(s) completed as part of a Town contract or as part of servicing works by another developer.

Table 1 - SUBDIVISION APPROVAL PROCESS

PROCESS STEPS	DETAILS
<p>1. Pre-Consultation</p>	<ul style="list-style-type: none"> · Applicant will obtain the Pre-Consultation Package via Town staff or website and submit the Pre-Consultation Package to the Manager of Development Approvals. · Staff will review submission and setup a pre-consultation meeting or circulation which will be reviewed by internal staff and external agencies. · The Manager of Development Approvals and/or Development Coordinator contacts applicant and provides comments/direction based on pre-consultation review and advises what is required for a formal subdivision submission.
<p>2. Formal Submission of Draft Plan of Subdivision Application</p>	<ul style="list-style-type: none"> · Developer submits completed “Application for a Subdivision” including Application Fees. · Developer submits pre-consultation agreement sheet. · Staff review package for completeness (i.e., number of copies, reports, fees, etc.) and deem the application complete or incomplete in accordance with the Planning Act 51 (19.1). · If package is complete - Manager of Development Approvals initiates processing
<p>3. Circulate Draft Plan of Subdivision to Town Departments & Agencies</p>	<ul style="list-style-type: none"> · Manager of Development Approvals circulates plans, reports, etc. to pertinent Town departments and outside agencies. · Comments from different departments/agencies forwarded directly to the Manager of Development Approvals for consolidation.
<p>4. Public Notice of Application and Public Meeting (if applicable)</p>	<ul style="list-style-type: none"> · Developer to erect at least one (1) sign on the lands for the proposed Plan of Subdivision in accordance with Town policy* · The Manager of Development Approvals and/or Senior Development Planner to arrange a public meeting in accordance with Clause 51 (20) of the Planning Act.
<p>5. Report to Council Prepared for Draft Plan approval and rezoning (if applicable)</p>	<ul style="list-style-type: none"> · Manager of Development Approvals prepares a report to Council recommending approval of Draft Plan of Subdivision subject to conditions imposed by the Town and other agencies. · Report identifies studies, reports and approvals required for the engineering and planning review of the subdivision.

PROCESS STEPS	DETAILS
6. Submission of Engineering Drawings for Approval	<ul style="list-style-type: none"> · Applicant submits engineering drawings and pays required fee and legal deposits. · Engineering and Development staff review the submission and comments will be discussed directly with the Consulting Engineer. <ul style="list-style-type: none"> (a) if plans are acceptable, proceed to Step #8 (Planning Report). (b) the Director of Infrastructure Services may endorse the MOE Certificate of Approval applications as the operating authority in advance of engineering approval. (c) if revisions are required, the Consulting Engineer or Planner will receive feedback or comments from the Town in the form of a letter outlining what additional documents or revisions are required to the various plans submitted.
7. Re-submission of Engineering Drawings for Approval	<ul style="list-style-type: none"> · Developer resubmits revised plans and other requirements to the Development Coordinator. · If revisions/redesign are major, 2nd submission is re-circulated to specific departments who made the initial comments. · Engineering and Development staff determine if 3rd submission is required (if yes, go back to Step 6)
8. Final Plan and Subdivision Agreement Approval & Report	<ul style="list-style-type: none"> · If submission is satisfactory, Development Coordinator prepares the draft Subdivision Agreement and a copy of Agreement is provided to the Town's solicitor and the Developer for review · Comments from Developer (as agreed by staff) incorporated in the Agreement and finalized. · The Manager of Development Approvals and/or Development Coordinator prepares report to Council-in-Committee recommending approval of the subdivision and the Town entering into a Subdivision Agreement with the Developer. · Report identifies Special Provisions and Financial Schedule to be included in the Subdivision Agreement. · Pre-servicing approval may also be recommended at the request of the Developer.
9. By-Law & Report prepared	<ul style="list-style-type: none"> · By-law prepared and presented to Council authorizing the Mayor and Clerk to execute the Agreement.

PROCESS STEPS	DETAILS
10. Developer to execute the Subdivision Agreement and other requisite documents.	<ul style="list-style-type: none"> · Development Coordinator arranges for execution and registration of Subdivision Agreement and other requisite documents (i.e. Transfer of Deed, Easements, etc.). · Developer ensures that all parties appropriately sign the agreement and other requisite documents prepared by the Town and its solicitor (<i>note that signatures should be witnessed and where appropriate, corporate seals provided</i>). · Executed agreement and requisite documents returned to the Development Coordinator for signing by the Mayor and Clerk.
11. Developer submits securities, insurance certificate, certificate of title, etc.	<ul style="list-style-type: none"> · Developer submits all required securities (Letter of Credit), cash payments, Certificate of Title, etc., pursuant to the Subdivision Agreement.
12. Mayor and Clerk to execute Subdivision Agreement and requisite documents.	<ul style="list-style-type: none"> · Development Coordinator forwards the executed Subdivision Agreement and requisite documents to the Mayor and Clerk for execution.
13. Subdivision Agreement registered on title by the Town's solicitor	<ul style="list-style-type: none"> · Development Coordinator arranges the registration of the Agreement and other requisite documents with the Town's solicitor. · Inhibiting Order is registered on title after registration of the Subdivision Agreement. · Town solicitor to provide copy of registered documents to Development Coordinator for distribution.
14. Clearance of Draft Plan Conditions	<ul style="list-style-type: none"> · Developer commences construction of works as per Subdivision Agreement provided all other approvals (MOE Certificate of Approval for Sewer & Water, MTO Land Use Permit, etc.) are in place. · Developer to clear Draft Plan Conditions and forward clearance letters to Manager of Development Approvals and/or Development Coordinator. · Manager of Development Approvals and/or Development Coordinator monitors requirements of Agreement and ensure all Draft Plan Conditions are satisfied prior to registration of the final Plan of Subdivision. · Plan of Subdivision is registered at the Registry Office.
15. Issuance of Building Permit	<ul style="list-style-type: none"> · Engineering staff to notify Planning & Development staff that the Certificate of Completion of Primary Services is issued. · Inhibiting Order is lifted when all conveyances as required by the Town are completed. · Assuming Building Permit application and drawings are satisfactory; Building Permit could be issued subject to meeting the requirements of the Chief Building Official.

PROCESS STEPS	DETAILS
16. Monitor Construction	<ul style="list-style-type: none"> · Engineering staff monitors construction to ensure works is carried out in accordance with the approved plans and the Agreement.
17. Reduction of Securities deposited with the Town	<ul style="list-style-type: none"> · Upon satisfactory completion of works, the Developer may apply for a reduction in securities held by the Town. · Engineering Consultant to certify the works, Engineering staff to verify the works completed and if found satisfactory, recommends reduction of securities being held.
18. Release of Securities at the conclusion of Maintenance Guarantee & Assumption of Services by the Town	<ul style="list-style-type: none"> · Upon satisfactory completion and maintenance of the works and the expiry of the Maintenance Guarantee period, the Developer may apply for a release of the securities held by the Town. · Engineering staff with the Developer's representative to conduct final inspection and if found satisfactory, the Certificate of Final Acceptance for the works is issued by the Director of Infrastructure Services. · By-law for the assumption of the municipal services is prepared for approval by Council. · If By-law passed, all securities being held by the Town will be released and the subdivision will be considered assumed by the Town.

***Town Policy**

**PLANNING DEPARTMENT
DEPARTMENTAL POLICY**

PL-D-03

Effective

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Subject

Subdivision

Signage Requirements: Draft Plan of Subdivision

Policy

Council requires that notice be given when applications have been submitted for the approval of a draft plan of subdivision. Such notice is to be in the form of a sign to be posted on the premises for which the application has been submitted

Procedure

1. Prior to a proposed draft plan of subdivision being circulated by the Community and Development Services Department, the owner/developer is required to erect at least one sign on the property to be subdivided. This sign is intended for the information of interested persons.
2. The sign must have a minimum display area of 50 square feet. Larger signs may be used for large developments or where visibility is a problem.
3. The sign shall have the following components:
 - a) Town identification;
 - b) the words "Public Notice" in bold lettering;
 - c) the words "Proposed Subdivision" and the name, if any, of the subdivision;
 - d) A subdivision map, coloured and drawn to show subdivision pattern, proposed land uses, roadways, pedestrian ways, prominent natural features.
 - e) A legend and an arrow indicating the north direction.
 - f) At the bottom of the sign, the following must be included:

"This proposed plan of subdivision has been submitted to the Town of Fort Erie for approval. A public meeting will be held. Persons wishing to comment OR TO MAKE FURTHER INQUIRIES should write or phone the Town of Fort Community and Development Services Department, 1 Municipal Centre Drive, Fort Erie, Ontario, L2A 2S6 or telephone 905-871-1600 or by facsimile at 905-871-6411. Written replies are encouraged.

NOTE: The Planning Act provides for the referral of subdivision plans by individuals to the Ontario Municipal Board only if such comments/concerns are received prior to Council's decision."

- g) The sign must be dated prominently. The date to be used should be on or about the date of posting. Revised signs must include a revision date.

Effective

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Subject Subdivision
Signage Requirements: Draft Plan of Subdivision

4. The following colour scheme should be used on all signs:

Residential Development

Single-family detached - yellow.

Semi-detached - orange.

Townhouses - dark orange.

Apartments - brown.

Commercial - red.

Industrial - purple

Park/Open Space - green

Institutional - blue

5. The sign must be prominently displayed on the property and legible from abutting roadways. If the property abuts more than one major roadway, and the subdivision is substantial size, a sign will be required for each frontage on a major roadway.

Staff will assist in choosing a suitable location or locations if requested.

6. Prior to the proposed plan being circulated, a coloured photograph which shows the sign on the property must be submitted.

§ § § § §

References

1. The Planning Act R.S.O., 1990 c.P. 13, as amended.
2. Ontario Regulation 196/96

SUBDIVISION DEVELOPMENT REQUIREMENTS

SECTION 3 – GENERAL DESIGN STANDARDS FOR STORM AND SANITARY SEWERS

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**SECTION 3
GENERAL DESIGN STANDARDS FOR STORM AND SANITARY
SEWERS**

3.1 GENERAL

The following is a general guideline indicating the initial design requirements for storm and sanitary sewers in the Town of Fort Erie. Final design criteria as proposed by the Engineering Consultant shall be considered and evaluated by the Town on a case by case basis.

Detailed design considerations shall be based on the following documents and the latest revisions thereof:

- MOE Guidelines for the Design of Sewer and Water Systems
- MOE Stormwater Management Planning & Design Manual
- MEA Municipal Works Design Manual
- WPCF No. 9 / ASCE No. 37 – Design and Construction of Sanitary and Storm Sewers
- MTO Drainage Manuals, Volumes 1 to 3
- Town of Fort Erie By-Law 68-06 to Regulate the Management of a System of Sewer Works and Drainage Works in the Town of Fort Erie
- Town of Fort Erie Storm Drainage System - Master Plan Update
- Regional Niagara – Guidelines for the Design and Construction of Sewer and Watermain Systems
- Niagara Peninsula Standard Contract Documents
- OPS – Drawings and Specifications

Design staff must be familiar with the above documents prior to submitting detailed design to the Town of Fort Erie for approvals.

3.2 STORM AND SANITARY SEWER LOCATION

Sewers shall be located as shown in Town of Fort Erie's Standard Drawing No. PW-501 FE for urban road section and Drawing No. PW-502 FE for semi-urban/rural road section. Any non-standard design for location would need prior approval from the Town's Director of Infrastructure Services.

For 20.0m ROW:

- Storm Sewer: 7.5m from north or east property limit
- Sanitary Sewer: 12.0 m from north or east property limit

3.3 MINIMUM COVER

- Storm Sewer: 1.50m
- Sanitary Sewer: 2.40m

Sanitary sewers must be deep enough to provide a gravity drain for all residential basements, generally a minimum of 1.0m below basement floor elevations. Storm Sewers must be available to provide an outlet for foundation drain sump pumps. Given the flat topography of Fort Erie, storm sewers may have to be installed within the frost line and therefore, pipe design must include consideration to frost loading.

Storm laterals must be above the 5 year elevation of storm water in the developments Storm Water Management Facility.

3.4 SEWER MANHOLES

Manholes are required where pipes intersect or if there is any change in pipe size, direction or grade (OPSD 701 Series).

Maximum Pipe Spacing:

- Pipe sizes up to 900mm diameter 120.0m
- Pipe sizes over 900mm diameter 150.0m

Benching of manholes shall be in accordance with OPSD 701.021 and new manholes are to be pre-benched.

Kor-n-seal adapters are to be used where plastic (PVC or PE) pipe connects to a manhole. Use of drop structures shall be permitted only with prior approval from the Director of Infrastructure Services.

3.5 HEAD LOSS

To compensate for head loss through manholes, the minimum drop between inverts across sewer manholes shall be:

- | | |
|-----------------------|------------------------|
| · Straight Run: | Grade of Sewer |
| · 1° – 45° Turn | 0.03m |
| · 45° - 90° Turn | 0.06m |
| · Change of Pipe Size | Match Obvert to Obvert |

Drops for high velocity sewers must be calculated and approved by the Director of Infrastructure Services.

3.6 DITCH INLETS AND CATCH BASINS

Ditch inlets and grates shall be designed based on tributary area and rate of flow capture. Ditch inlets shall as per OPSD 702.040 and OPSD 702.050.

Single catch basins shall be 600mm x 600mm per OPSD 705.010 and double (twin inlet) shall be 600mm x 1450mm per OPSD 705.020.

The normal spacing of road catch basins varies from 60.0m to 90.0m with actual spacing calculated on inlet capacity and the rate of runoff to be intercepted. Catch basins should not be located within 1.50m of a drop curb for a driveway or sidewalk. At intersections,

catch basins shall be installed so that no more than 15.0m of gutter will drain past the upstream point of tangency.

Recommended spacing of catch basins shall be the following:

- Road grades of 5.0% and up 75.0m
- Road grades of 3.0% to 5.0% 90.0m
- Road grades of 0.5% to 3.0% 105.0m

In roadway sags where surface drainage is received from more than one direction, double catch basins shall be installed unless otherwise the calculated runoff rate is less than the inlet capacity of a single unit. Flat catch basins per OPSD 400.010 shall be used on the roads except in sag areas acting as major overland flow route, curb inlet type catch basins per OPSD 400.090 shall be used. Rear yard catch basins (RYCB) shall be birdcage type grate per OPSD 400.120 or square frame with square V grate per OPSD 400.030.

3.7 EASEMENT REQUIREMENTS

Municipal services installed outside the road allowance shall be located within a Town-owned block or an easement in favour of the Town. The minimum width of easement required for sewer pipes shall be dependent on the size and depth of pipes, minimum width required shall be 3.0m.

For dual services in common trench, bedding design cross section shall be submitted for approval and the easement requirement will be based on the approved common trench design. Generally, easement width requirements shall be based on the depth and number of services within the easement with consideration to providing adequate working area for heavy equipments. Consideration shall also be given to soil types and the proximity of buildings or aboveground features to the proposed services.

3.8 SANITARY SEWER – DESIGN FLOW

3.8.1 DESIGN FLOW

Sanitary sewage flows shall be estimated using the following formula:

$$Q = \frac{PqM}{86.4} + IA$$

Where: Q = Peak sewage flow including infiltration, liters/sec (l/s)

P = Population density, in thousands

q = Average daily domestic flow at 320 liters/capita/day (lpcd)

M = Peaking factor, $M = \frac{5}{P^{0.2}}$ minimum = 2.0
maximum = 4.5

I = Infiltration allowance, 0.15 l/sec/ha - for new subdivisions
0.28 l/sec/ha - for older tributary areas or as determined by field monitoring

A = Tributary area, hectares (ha)

Flow estimates shall be based on ultimate flows generated for all tributary areas. When an existing sewer area is tributary to a proposed sewer, an evaluation must be made to determine actual peak flows from the area.

Calculations shall be made on Town of Fort Erie Sanitary Sewer Design Sheet, attached as Appendix "I", or a comparable form and shall be accompanied by a plan showing the area to be serviced including all associated tributary areas (Sanitary Sewer Drainage Area Plan).

3.8.2 POPULATION DENSITY

The following residential population densities are derived from the Town's Municipal Housing Statement and the Urban Land Needs Assessment:

- Low Density (Singles and Semi-detached) 35 ppha
- Medium Density (Town & Row Housing) 80 ppha
- High Density (Apartments) 228 ppha

The following are general guidelines for non-residential population densities:

- Parkland, Green space 12-25 ppha
- Schools and Institutions 75-125 ppha
- Commercial and Industrial 125-750 ppha

Service capacity assessment of the receiving system should be carried out by the Developer using density based on unit occupancy, generally 4 persons per unit (ppu) should be adequate. Density to be used should be reviewed by the Director of Infrastructure Services prior to final design. Capacity assessments must be conducted in reference to previous servicing studies in the Town of Fort Erie.

3.8.3 MINIMUM AND MAXIMUM VELOCITIES

The following velocities are required for sanitary sewers:

- Minimum velocity 0.60 meters/sec (m/sec)
- Maximum velocity 3.00 meters/sec (m/sec)

The pipe slope must be adequate to maintain minimum velocity when flowing full. If possible, the minimum slope for the upstream section of the sanitary sewer shall be 1.0%.

3.8.4 MINIMUM PIPE SIZES, MATERIAL TYPES AND SEWER BEDDING

The minimum pipe size for sanitary sewers shall be 200mm diameter with a minimum of 2.40m cover below final grade.

Sanitary sewers shall be Polyvinyl Chloride (PVC) pipes, DR 35 to ASTM Specification D 3034 and CSA Standards B 182.1-M and 182.2-M. The strength of pipe shall be sufficient to withstand earth pressure and other loads. Bedding shall be as per OPSD 802.010. In low-flow areas (short section of roads without upstream flow contribution), a 150mm diameter sewer may be accepted by the Director of Infrastructure Services.

3.9 STORM SEWER – DESIGN FLOW

3.9.1 STORM DRAINAGE SYSTEM

The proposed storm drainage system within or external to the subdivision will be designed with two components, the minor system and the major system.

The minor system is generally referred to as the storm sewer system with all appurtenances thereto including minor ditches and swales. The design of the minor system shall be the runoff from the 5 year storm event (unless otherwise approved in writing by the Director of Infrastructure Services) with minimal inconvenience to activities of property owners and damage to properties.

The major system is the route followed by runoff in excess of the minor system and is designed to prevent flooding or excessive ponding, undue hazards to property owners and property damage. This system may be piped or designed overland using the roadways, swales, ditches or channels, etc. as conveyance system. Generally, the major system is designed to convey the 100 year flow with consideration to the impact of the regional storm in the proposed system.

3.9.2 PEAK RUNOFF – RATIONAL METHOD

Minor stormwater flows shall be estimated using the following Rational Formula:

$$Q = 2.778 CiA$$

Where: Q = peak runoff from drainage area, liters/second (l/sec)
 C = Runoff coefficient
 A = Drainage area, hectares (ha)
 i = Average Rainfall Intensity, see Town of Fort Erie Design Rainfall IDF Curves
 or using the IDF Formula, $i = \frac{A}{(B + T_c)^c}$ (see Table 2)
 Tc = Time of concentration, minutes (min)

TABLE 2 – RAINFALL INTENSITY DATA

Return Frequency	A	B	C
2 Year	628.05	6.652	0.796
5 Year	747.93	6.800	0.768
100 Year	1083.55	6.618	0.735

TABLE 3 – RUNOFF COEFFICIENTS

Land Use	Coefficient, C
Flat/Rolling Woodland	0.20
Parkland	0.25
Flat Cultivated	0.30
Single Family	0.40
Semi-Detached	0.50

Town & Row Housing	0.60
Apartments	0.70
Industrial & Institutional	0.75
Suburban Commercial	0.80
Downtown Commercial	0.95

The 100 year return frequency shall be used for the design of major drainage channels and culverts. The above noted guidelines for urban runoff coefficients in Table 4 may be used for storms having a return frequency of up to 100 years. Calculation of composite runoff coefficient is recommended; refer to Chart E4-2, MTO Drainage Manual, Volume 2 for guidelines.

The Time of Concentration (T_c) in minutes is required to determine the rainfall intensity which is the sum of the inlet time (time taken for stormwater to reach the inlet) and the time of flow in the sewer. Inlet times should be calculated and for larger tributary areas, the Airport Method is commonly used. However, calculations may not be necessary by using a maximum inlet time of 10 minutes for residential subdivisions.

Flow estimates shall be based on post-development condition for the entire drainage area, ensuring that all tributary lands can be drained. Consideration must also be given to the existing outlet capacity to accept the design flow. This applies particularly to the design storm frequency of the receiving storm sewer system or drainage outlet. Should the design flow exceeds the design capacity of the receiving system, stormwater management (zero increase runoff) will be required.

For the design of the minor sewer system, the Rational Method shall be used to determine the storm runoff. Calculations shall be made on Town of Fort Erie Storm Sewer Design Sheet, attached as Appendix "I", or a comparable form and shall be accompanied by a plan showing the area to be serviced including all associated tributary areas (Storm Sewer Drainage Area Plan). If any other method of calculation is used, the criteria used and all calculations must be provided in the design file or report or supplied electronically as may be required.

Any major drainage watercourse proposed for enclosure shall be designed to ensure that an acceptable method of overland flow for the 100 year storm is provided.

3.9.3 MINIMUM AND MAXIMUM VELOCITIES

The following velocities are required for storm sewers:

- Minimum velocity 0.80 meters/sec (m/sec)
- Maximum velocity 6.00 meters/sec (m/sec)

3.9.4 MINIMUM PIPE SIZES, MATERIAL TYPES AND SEWER BEDDING

The minimum pipe size for storm sewers shall be 300mm diameter with a minimum of 1.50m cover below final grade. Minimum pipe size for a single catch basin lead shall be 200mm diameter and 250mm diameter for double catch basin lead.

Storm sewers and catch basin leads up to 375mm diameter shall be Concrete pipe, Class 3 to CSA A257.1, Polyvinyl Chloride (PVC) pipes, DR 35 to ASTM

Specification D 3034 and CSA Standards B 182.1-M and 182.2-M or PVC Concentric Ribs pipe to CSA B182.4. The strength of pipe shall be sufficient to withstand earth pressure and other loads. Bedding shall be as per OPSD 802.010 for flexible pipes and OPSD 802.030 for rigid pipes.

3.10 STORM AND SANITARY SEWER – PIPE SIZE DESIGN

Storm and sanitary sewer pipe selection shall be sized using the Manning Formula for open channel flow formula:

$$Q = AV$$

$$V = \frac{R^{2/3} S^{1/2}}{n}$$

Where:

- Q = Flow, m³/sec (cms)
- V = Pipe velocity, m/sec
- A = Cross-sectional area of flow, m²
- R = Hydraulic radius = $\frac{A}{P}$ (Cross-sectional area, m²)
P (Wetted perimeter, m)
- S = Pipe slope, m/m
- n = Roughness coefficient
 - Smooth-walled PVC or concrete pipes 0.013
 - Corrugated steel pipe 0.024

3.11 OPEN CHANNEL DESIGN

The design of open channels (including ditches and swales) shall be based on the Manning Formula as shown in Section 3.10, Storm and Sanitary Sewer – Pipe Size Design. Table 4 below showing the guideline for roughness coefficient, n, shall be used in calculating channel velocities and flows:

TABLE 4 – ROUGHNESS COEFFICIENT, n

Channel Lining Material	Coefficient
Asphalt or Monolithic Concrete	0.013
Corrugated Material, Metal or Plastic	0.024
Random Rubble or Rip-rap	0.030
Grass	0.040

- Maximum allowable velocity for grass-lined channel 1.80 m/sec
- Freeboard to be provided - 20% of design depth 0.30m minimum.

3.12 STORM AND SANITARY SEWER SERVICE CONNECTIONS

All sewer service connections shall be installed in accordance with Standard Drawing No. PW-301 FE.

Installation of a sanitary sewer service connection to service more than one dwelling (dual connections) is not permitted. Sewer service connections may be installed in a common trench provided the trench detail is provided to and approved by the Director of Infrastructure Services.

Sanitary service connections shall be provided with approved cleanouts at the property line. Sanitary service connections directly to a manhole is not permitted. Sewer service connections shall be provided with suitable stoppers (airtight plugs for sanitary) at the property line complete with 50mm x 100mm timber markers identifying such connections.

The following minimum pipe sizes are required for residential services:

Sanitary sewer services 100mm PVC DR 28

- Minimum grade 2.0%
- Maximum grade 8.0%

Storm sewer services 100mm PVC DR 28 for single service or 150mm PVC DR 28 for dual service

- Minimum grade 1.0% for 150mm & 2.0 % for 100mm
- Maximum grade 8.0%

3.13 FOUNDATION DRAINS AND ROOF LEADERS

Foundation drains (weeping tiles) shall be connected directly to a sump and drained via a sump pump and the sump pump shall discharge on ground via splash pads as roof leaders or downspouts.

Roof drain connections to the storm service connection is prohibited. Roof leaders shall discharge on ground via splash pads at least 1.2m away from the building foundation walls. Flows shall be directed away from the building towards side or rear yard swale without any erosion or inconvenience to adjacent property.

3.14 REAR YARD CATCHBASINS

Rear yard catch basins (RYCB) and leads shall be included in the overall grading and drainage design to provide outlets for rear yard swales. The maximum distance from the swale high point to the RYCB or between RYCB shall be the lesser of 70.0m or 4 single family lots.

Easement requirements for RYCB and leads shall be a minimum width of 3.0m as per Section 3.7 herein and shall be conveyed in favour of the Town of Fort Erie for storm drainage purposes. Required easements shall be clearly shown on the drawings including a typical RYCB lead offset, minimum 0.60m from the easement line. Storm service connections for sump pump discharge can be connected to RYCB leads.

3.15 STORMWATER MANAGEMENT

A Stormwater Management (SWM) Report will be required identifying the conveyance of stormwater runoff from the site by major and minor systems, detailing any impacts of the proposed development upstream and downstream of the site. The report shall identify the extent of the development's stormwater impacts (flooding, erosion, water quality etc.) and how such impacts or constraints will be mitigated.

On-site stormwater management may be applied to address stormwater impacts within and external to the development. SWM includes the control of post-development flows to pre-development levels with emphasis to any erosion impacts downstream from controlled rate of flow. SWM will also be required to address stormwater quality (lot level and conveyance control or end of pipe control) in accordance with the criteria set out by the Director of Infrastructure Services or the MOE Stormwater Management Planning and Design Manual, March 2003 or the latest revision thereof.

3.16 APPROVALS

It is the Developer's responsibility to obtain and pay for all approvals required from the Town of Fort Erie (Service Connection Permit to existing sewers, etc.), the Ministry of the Environment and other regulatory agencies (submission of drawings and calculations included). Town endorsement of the MOE Environmental Compliance Approval does not constitute approval of drawings or design.

The final approval of stormwater management facilities falls to the Ministry of Environment, Conservation and Parks through the issuance of an Environmental Compliance Approval (ECA). In order to expedite the Town and Regional review and approval of stormwater management systems and the endorsement by the Town of the ECA application, Planning and Development Services will accept applications for final approval for only Stormwater Management prior to the completion of other engineering related elements.

3.17 CONSTRUCTION

Construction of the storm and sanitary sewer systems shall comply with the latest revision of the Ontario Provincial Standard Specifications (OPSS), the Ontario Provincial Standard Drawings (OPSD) and the approved drawings.

Sewers shall be terminated with a manhole at the subdivision limits when external drainage areas are considered in the design. The design of the terminal manholes must allow for the future extension of the sewers. When external areas are not considered in the design, the sewer shall extend at least half way across the frontage and/or flankage of any lot in the subdivision.

The Contractor shall install an expandable plug at the downstream section of the new sanitary sewer when connecting to an existing collection system in order to prevent any extraneous flow into the existing sanitary sewer. This plug shall not be removed until the Town has certified and accepted the new sewer.

3.18 TESTING AND INSPECTION

Full time inspection by a qualified Consulting Engineer retained by the Developer is required for the construction of the new storm and sanitary sewer systems.

Compaction Reports by a qualified Geotechnical Engineer shall be submitted for pipe bedding and trench backfill at frequencies acceptable to the Town.

The new sanitary sewer system shall be tested for infiltration or exfiltration based on the existing water table or air tested under the supervision of the Consulting Engineer in accordance with Town requirements to the satisfaction of the Director of Infrastructure

Services. In addition, both storm and sanitary sewers shall be video inspected by closed circuit television and copy of the video and inspection report be forwarded to the Town prior to issuance of the Completion Certificate for Primary Services (CCPS) by the Director of Infrastructure Services.

SUBDIVISION DEVELOPMENT REQUIREMENTS

SECTION 4 – GENERAL DESIGN STANDARDS FOR WATER DISTRIBUTION SYSTEMS

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SECTION 4 GENERAL DESIGN STANDARDS FOR WATER DISTRIBUTION SYSTEMS

4.1 GENERAL

The following is a general guideline indicating the initial design requirements for the water system in the Town of Fort Erie. Final design criteria as proposed by the Engineering Consultant shall be considered and evaluated by the Town on a case by case basis.

Detailed design considerations shall be based on the following documents and the latest revisions thereof:

- MOE Guidelines for the Design of Sewer and Water Systems
- Town of Fort Erie By-Law 199-04 to Regulate the Management of a System of Sewer Works and Drainage Works in the Town of Fort Erie
- Regional Niagara – Guidelines for the Design and Construction of Sewer and Watermain Systems
- Niagara Peninsula Standard Contract Documents
- OPS – Drawings and Specifications

Design staff must be familiar with the above documents prior to submitting detailed design to the Town of Fort Erie for approvals.

4.2 PIPE LOCATION WITHIN ROAD ALLOWANCE

Watermain shall be located as shown in Town of Fort Erie's Standard Drawing No. PW-510 FE for urban road section and Drawing No. PW-502 FE for semi-urban/rural road section. Any non-standard design for location would need prior approval from the Town's Director of Infrastructure Services.

4.3 HYDRAULIC DESIGN

The hydraulic design of the water distribution system shall be based on the Town of Fort Erie Water System, Water Distribution System, Master Plan Update prepared by Totten Sims Hubicki Associates dated June 1999.

The maximum working pressure shall not exceed 690 kPa (100 psi). Pressure reducing valves are required where localized areas exceed 690 kPa.

The minimum working pressure shall not fall below 275 kPa (40 psi) under normal operating condition nor fall below 140 kPa (20 psi) under fire flow condition.

Should sub-standard flow and pressure are anticipated; a water distribution analysis may be required on the system. The result of such analysis complete with drawings and calculations shall be submitted to the Director of Infrastructure Services for review and approval.

Sizing a water distribution system shall be based on a uniform Pipe Friction Factor of 130 for any pipe size or pipe type. Field tests shall be made when calibrating the model of an existing system.

Average consumption shall be based on the following Table 5 – Unit Consumption Rates:

TABLE 5 – UNIT CONSUMPTION RATES

	DOMESTIC	Average Day 320 lpcd Maximum Day 570 lpcd Peak
Rate 860 lpcd		

FIRE DEMAND

Fire flows should be considered in accordance with the Insurer's Advisory Organization's (formerly Canadian Underwriters Association) requirements

Water demands for non-residential uses vary greatly with the type of water-using facilities. Where available, average consumption rates shall be based on historical records. In the absence of historical records or reliable flow data for the type of use, an average flow allowance of 28m³/ha/day shall be used for commercial & institutional uses. For industrial uses, the recommended flow allowance of 35m³/ha/day and 55 m³/ha/day shall be used for light industry and heavy industry respectively.

4.4 PIPE SIZE AND MATERIAL

The minimum size for watermains shall be 150mm diameter unless otherwise approved by the Director of Infrastructure Services.

The following pipe materials shall be used for watermains:

- Polyvinyl Chloride (PVC), DR 18 to AWWA C-900 c/w tracer wire
- Reinforced Concrete (RC) pressure pipe, AWWA C-301(L) c/w tracer wire
- Ductile Iron pipe, Class 52, with prior approval from the Director of Infrastructure Services
- Polyethylene (PE) pipe, with prior approval from the Director of Infrastructure Services

Pipe selected shall be manufactured in conformity with the latest standards issued by the Canadian Standards Association (CSA), the American Water Works Association (AWWA) and the American Society for Testing Materials (ASTM). Reference shall be made to the latest edition of the Ontario Provincial Standard Specifications (OPSS) and Section 11 of the Ontario Provincial Standard Drawings (OPSD) for the recommended standards for pipe materials, joints, fittings, bedding and backfill materials, etc.

A tracer wire shall be installed with all non-metallic pipes for the watermain. Tracer wire continuity of electrical current must be tested and verified by the Consulting Engineer prior to placement of base course asphalt. Tracer continuity to include direct connection to each house water service connections. Continuity of the tracer wire shall be verified by Town staff prior to issuance of the Certificate of Completion of Primary Services and the acceptance of the watermain by the Town.

4.5 PARALLEL INSTALLATIONS

Watermains shall be installed with a minimum of 2.50m horizontal separation from any sewer.

Under unusual conditions or in congested area where other utilities preclude a horizontal separation of 2.50m from the sewer, this distance may be modified provided:

- (a) the obvert of the conflicting sewer is at least 0.50m below the invert of the watermain. Such a separation shall be of undisturbed native material or compacted backfill; and
- (b) where the above noted vertical separation cannot be obtained, the sewer shall be constructed of materials and with joints that are equivalent to watermain standards of construction and shall be pressure tested to ensure water-tightness prior to backfilling.

4.6 CROSSING WITH SEWERS

Under normal conditions, watermains shall be constructed above any sewer or sewer lateral with a vertical separation sufficient to provide adequate bedding and structural support for the watermain, sewermain or sewer lateral.

Under unusual conditions, where it is not feasible for the watermain to cross above any sewer, the watermain may be constructed below the sewer or sewer lateral provided the following construction techniques are employed:

- (a) that a minimum vertical separation of 0.50m is maintained between the invert of the conflicting sewer and the obvert of the watermain;
- (b) that adequate bedding and structural support for the sewers be provided to prevent excessive sewer deflection, as sewer settlement and associated loadings could cause pipe deflections and breaking of the watermain; and
- (c) that the pipe length of the watermain crossing any sewer shall be centred at the point of crossing so the joints will be equidistant and as far as possible from the conflicting sewer.

A minimum number of bends on a watermain to obtain vertical separation with the sewer shall be used. It is recommended that joint deflection in accordance with the pipe manufacturer's specifications shall be used as opposed to using multiple bends.

4.7 DEAD END MAINS

Dead end mains shall be avoided by looping all mains.

Where dead end mains occur, a fire hydrant shall be installed for flushing purposes.

4.8 DEPTH OF COVER AND FROST PROTECTION

Generally, the minimum depth of cover for watermain and water services shall be 1.70m, measured to the obvert of the main.

Insulation shall be installed in areas where frost protection is deemed necessary due to reduction of cover.

Where polystyrene (Styrofoam SM) is proposed as insulation, it is required that a minimum of 50mm thickness be provided for every 300mm of reduction in cover.

Where pre-insulated pipes are proposed or required by the Director of Infrastructure Services, the manufacturer's design and construction recommendations shall be adhered to.

4.9 FIRE HYDRANTS

Hydrants shall be in accordance with OPSD 1105.010 with a minimum 150mm diameter leads and drain holes plugged by the manufacturer.

Hydrants acceptable to the Town of Fort Erie shall be Canada Valve Century, McAvity M67, American AVK, Darling B50B with two (2) 65mm hose nozzles and one (1) 114mm pumper nozzle including storz connection.

Hydrants shall be located at high points, low points or dead ends to eliminate the need for vacuum-air relief valves and/or blow offs.

The maximum hydrant spacing in low to medium density residential areas shall be 150m with reduced spacing in high density residential areas or high risk commercial areas where fire demand increases.

Standard valve and hydrant shall be located 3.50m south or west of the property limit preferably at all intersections and opposite lot lines in residential areas.

Hydrants and valves shall be provided with anode protection, Type DZP 110-24 (SP-24) or approved equal complete with brass or stainless steel clamp.

4.10 THRUST BLOCKS

Thrust restraints for hydrants, tees, crosses, plugs and bends shall be formed concrete braced against a sufficient area of undisturbed earth as per OPSD 1103.010 or they shall be tied to the pipe with suitable metal tie rods or retaining glands as approved by the Director of Infrastructure Services.

All tie rods, clamps or other metal materials shall be protected against corrosion by installing magnesium or zinc sacrificial anodes or any other method approved by the Director of Infrastructure Services.

4.11 VALVES, CHAMBERS, AIR RELIEF METERS, BLOW OFFS AND CHAMBERS

Chambers containing valves, blow off assemblies, meters or such other water distribution system appurtenances shall be provided with a gravity drain to a storm sewer system, if available.

A minimum of two (2) valves shall be required at Tee (T) connections and three (3) valves at Cross (X) connections. Gate valves should be located opposite the property line which is perpendicular to the watermain at intersections. Valves shall not be placed more than 300m apart or include more than 40 residential units on any section.

Valves shall be to AWWA C-900 direct bury gate valves for 150mm – 300mm diameter size and to AWWA C-900 butterfly valves for > 300mm diameter size.

Valves acceptable to the Town of Fort Erie shall be Canada Valve Century, McAvity, Mueller, American AVK or Bibby complete with magnesium or zinc sacrificial anode corrosion protection.

Connection to existing watermain shall be “wet tap” with stainless steel tapping sleeve and valve. Where “wet tap” connection is not feasible due to watermain sizes limitation, an anchor tee and valve shall be installed.

4.12 SERVICE CONNECTIONS

For each residential unit, a 20mm diameter Type K soft copper service is required and shall extend from the main to the property line complete with a curb stop and box per OPSD 1104.010. All service connections shall be installed with magnesium or zinc sacrificial anode for corrosion protection.

The size for a single service connection for multiple family residential (without fire flow) shall be verified by the Developer’s Consulting Engineer and constructed in accordance with OPSD 1104.010 and OPSD 1104.020.

Commercial, Industrial and Institutional development shall be designed to handle the hydraulic and fire demands requirement. These connections shall terminate at property line with an approved valve and box.

Backflow prevention shall be in accordance with the Town of Fort Erie’s Backflow Prevention Policy.

4.13 APPROVALS

It is the Developer’s responsibility to obtain and pay for all approvals required from the Town of Fort Erie (Service Connection Permit to existing watermain, etc.), the Town’s Drinking Water Licence and other regulatory agencies (submission of drawings and calculations included).

4.14 CONSTRUCTION

Construction of the water distribution system shall comply with the latest revision of the Ontario Provincial Standard Specifications (OPSS), the Ontario Provincial Standard Drawings (OPSD) and the approved drawings.

The contractor shall not operate any valve or hydrants in the existing water distribution system. The Engineer or the Contractor shall contact the Operation Division of the Infrastructure Services Department at least 24 hours in advance to arrange for Town staff to operate such valves or hydrants.

No connection to the existing system will be permitted until the new water distribution system is satisfactorily tested by the Consulting Engineer and accepted by the Director of Infrastructure Services.

4.15 TESTING AND INSPECTION

Full time inspection by a qualified Consulting Engineer retained by the Developer, is required for the construction of the new water distribution system.

Compaction Reports by a qualified Geotechnical Engineer shall be submitted for pipe bedding and trench backfill at frequencies acceptable to the Town.

The new water distribution system shall be pressure tested, flushed, chlorinated and bacterial tested under the supervision of the Consulting Engineer in accordance with Town requirements to the satisfaction of the Director of Infrastructure Services. Testing and sampling to be conducted by MOE certified personnel or licensed operator only.

SUBDIVISION DEVELOPMENT REQUIREMENTS

SECTION 5 – GENERAL DESIGN STANDARDS FOR ROADWAYS

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SECTION 5 GENERAL DESIGN STANDARDS FOR ROADWAYS

5.1 ROADWAYS

Route alignment for roadways in a proposed subdivision shall be designed in accordance with the Town's current Official Plan and specific Neighbourhood Secondary Plans. In all cases, local roadways shall be designed to discourage through or transient traffic. P-loops, crescents and cul-de-sacs can be used to emphasize local roadways.

Provisions must be made for the extension of roadways into adjacent subdivisions or developments. The Official Plan or Secondary Plan may also require the extension of arterial or collector road through a subdivision or the reconstruction of an existing roadway internal or adjacent to the development to meet urban standard.

Two lane local roadways shall have a standard road allowance width of 20.0m and shall be constructed as per Town of Fort Erie's Typical Urban Road Cross-Section, Standard Drawing No. PW-510 FE. Any sub-standard right-of-way proposed within the subdivision or development shall be reviewed and approved by the Director of Infrastructure Services prior to finalizing design. For semi-urban or rural road construction, refer to Town Standard Drawing No. PW-502 FE.

5.2 MAJOR HIGHWAYS/ROADWAYS, RAILWAYS AND INCOMPATIBLE USES

A proposed subdivision shall provide adequate buffers adjacent to major highways or roadways, railway lines and other incompatible uses (i.e. adjacent to an industrial area). Reverse lot frontages, parallel roadway with single access, berming and landscaping, fencing or deeper lots may be used to deal with the incompatibility.

Any proposed subdivision or residential development within 300m of an active railway track or the QEW highway will require the submission of a Noise and/or Vibration Impact Study. The study should outline the projected noise and/or vibration levels on the proposed dwellings and indicate the methods necessary to mitigate the identified impacts.

5.3 INTERSECTIONS

Separation distance between local roadway intersections with other local or collector roads shall be a minimum of 60m. Local and collector roadway intersections with arterial roadways shall be at least 250m apart.

T-intersections shall be aligned perpendicular (90°) to the intersecting road, no skewed intersection will be allowed unless prior approval is obtained from the Director of Infrastructure Services. The vertical alignment of the intersecting roadway shall be per OPSD 300 and 301 series wherein the through roadway retains its centerline alignment and cross section at the intersection. The gutter line shall be graded to provide positive drainage to an appropriate drainage outlet. Curb and Gutter treatment for urban roadway intersecting a semi urban or rural roadway shall be per Town Standard Drawing No. PW-507 FE.

Unless specified otherwise, the Developer shall be responsible for roadway modifications (auxiliary lanes, turning lanes, etc.) along collector or arterial roads at intersections. The requirement for modifications shall be backed up by a traffic impact study or as may be required by the Director of Infrastructure Services, which may include traffic control devices (warning signs, traffic signals, etc.) if deemed necessary.

5.4 DEAD END STREETS

All local roads which permanently terminate at one end (dead end streets) shall be provided with a turning circle (cul-de-sac) of sufficient area to enable the turning of garbage trucks, snow removal equipment and other emergency vehicles. A road allowance with a 19.0m radius will be required for a cul-de-sac with a pavement radius of 13.25m in accordance with Town Standard Drawing No. PW-504 FE. A minimum road allowance of 16.25m radius may be considered with prior approval of the Director of Infrastructure Services.

A landscaped island may also be considered where large turn around areas are to be provided on dead end streets. A minimum pavement width of 6.0m shall be provided to allow for turning movement and snow clearing operations.

In a development area where a Secondary Plan is available, it may be necessary to consider a temporary turning circle to provide for the future extension of the road. This may include a conveyance of a right of way easement in favour of the Town for the proposed cul-de-sac as per Town Standard Drawing No. PW-505 FE. Alternatively and with prior approval of the Director of Infrastructure Services, a 9.0m radius temporary turning circle will be considered as per Town Standard Drawing No. PW-506 FE. Additionally, a 3.0m snow storage strip shall be provided between the temporary turning circle and the limit of the development.

5.5 DAYLIGHTING TRIANGLES

Daylighting triangles for all new roads within the subdivision shall be provided as follows:

- Local to Local Roads radius 4.5m x 4.5m or a 4.5m
- Local to Collector Roads 7.0m x 7.0m
- Collector to Collector Roads 7.0m x 7.0m
- Local or Collector to Regional Roads 12.0m x 12.0m
or as required by the Region of Niagara

5.6 ROADWAY PAVEMENT STRUCTURE

Typical roadway cross section for a 20.0m road allowance shall be per Town of Fort Erie standard Drawing No. PW-510 FE with a minimum 450mm Granular A base, 50mm HL8-HS binder course asphalt and 40mm HL3-HS surface course asphalt. Alternative pavement design shall be considered based on a Soils Report prepared by a qualified Geotechnical Engineer, to be approved by the Director of Infrastructure Services.

Surface course asphalt shall be placed one (1) year minimum after placement of the binder course.

5.7 HORIZONTAL AND VERTICAL ALIGNMENT

Compound, reverse and broken back horizontal curves shall be avoided. Generally, a minimum 9.0m turning radius shall be used within the subdivision. For low-speed roads (short crescents and cul-de-sacs), a minimum of 20.0m centreline radius shall be used and 32.0m for minor through streets. For through streets with a design speed of 50 km/hr, a minimum of 115.0m centreline radius shall be used.

Vertical curves shall be required when the algebraic difference of the road grades is greater than one and one half (1.5%) percent. In most cases, a vertical curve is required at all sag intersections where the edge of pavement of the normal road crossfall shall be the Beginning of Vertical Curve (BVC) of the intersecting road. Minimum vertical grade shall be 0.50% unless otherwise approved by the Director of Infrastructure Services.

5.8 SIDEWALKS

Sidewalks shall be provided as per Table 6 below in accordance with OPSD 310 Series.

TABLE 6 – SIDEWALK REQUIREMENTS IN SUBDIVISIONS

Roadway Class	No. of Sidewalks	Comments
Local	0	Applies to short crescents or cul-de-sacs less than 150m in length.*
Local	1	
Collector	1 or 2	Consultation with the Director of Infrastructure Services is necessary.
Arterial	2	

* May not apply if sidewalk requirement is a Condition of Draft Plan Approval or required by the Director of IS and/or CDS.

The minimum width of sidewalk shall be 1.50m located 1.00m from the property line. Standard sidewalk shall be 30Mpa concrete, minimum 125mm thick with minimum 150mm Granular "A" base. Sidewalks shall be continuous through all private roads and driveways. Sidewalks through private roads and driveways, except through residential driveways, shall be reinforced with wire mesh. Sidewalks shall be required to connect the subdivision to the existing sidewalk network outside the development area. Sidewalks external to the development shall be pre-approved by the Director of Infrastructure Services prior to finalizing design.

5.9 CURB AND GUTTER

Unless approved otherwise by the Director of Infrastructure Services, all curbs and gutters shall be barrier type per OPSD 600.040. Mountable curb or full drop curb may be permitted in cul-de-sacs.

5.10 DRIVEWAY ENTRANCES

As a minimum requirement, all driveway entrances or aprons shall be paved with HL3 Asphalt to the satisfaction of the Town. Driveway apron is defined as the driveway area between the curb or edge of asphalt to the sidewalk or in the absence of a sidewalk, to the property line. A maximum of one (1) driveway entrance may be provided per lot for frontage of 30m or less. However, high density development or development fronting an arterial road may require shared driveway entrances or a parallel service road with a single access to the arterial road.

The number of driveways and driveway widths in a development area are subject to the regulations of Zoning By-Law 129-90. Residential driveway entrances on corner lots shall have a minimum distance between nearest limit of driveway to the nearest corner property limit of 7.5m.

5.11 PEDESTRIAN WALKWAYS AND EMERGENCY ACCESS

Pedestrian walkways shall be located on a minimum 3.0m Town-owned block. Where utilities or services are present, a minimum width of 6.0m block shall be required. Where a walkway is co-used as an emergency access or a stand-alone emergency access without utilities or services present, a minimum width of 4.5m shall be required. A block for this purpose shall be deeded to the Town.

A 1.50m concrete walkway shall be constructed along the centerline of the block with sod and granular "A" base or other approved material placed on each side of the walkway. In order to discourage any motorized vehicle using the pedestrian walkway, three staggered inverted "U" structures shall be installed across the block with 1.50m wide openings between structures. A 1.5m high vinyl-coated chain link fence meeting the current OPS standard shall be installed along the limits of the block.

Dead-end streets, whether permanent or as a result of phasing development greater than 110m in length, will require the provision of an emergency or a secondary access. A temporary emergency access may be provided as a right of way easement in favour of the Town. The design of the emergency access shall receive pre-approval from the Town's Fire Chief and the Director of Infrastructure Services. Permanent dead-end streets longer than 110m may consider a wider road allowance with a landscaped centre median (Urban Local Divided - ULD) in accordance with the Town of Fort Erie standard Drawing No. PW-503 FE.

5.12 FENCING

All pedestrian walkways, emergency accesses, and Stormwater Management facilities abutting residential lots shall be fenced with a 1.5m high black vinyl-coated chain link fence, located on Town-owned block or easement, to the satisfaction of the Town. Lots with reverse perimeter frontages shall be fenced with a 1.5m high pressure treated board on board fence complete with a 0.30m high lattice top. Should a fence is required for noise attenuation purposes; the fence may be altered to meet the noise mitigation requirements of the subdivision.

Pedestrian gates may be permitted for lots abutting a municipally owned open space or parkland at the discretion of the Town's Director of Infrastructure Services and/or Manager of Parks and Open Space, at the request and sole expense of the Developer.

5.13 STREET NAMES AND ROADWAY/TRAFFIC SIGNS

Street name signs and traffic control signs shall be required at all intersections within the subdivision. The signs shall be located, supplied and installed by Town forces at the Developer's expense.

Street naming shall be at the sole discretion of the Town. A list of pre-approved street names are attached as Appendix "J" herein and the Developer is encouraged to pick from this list. Any street name(s) not included in Appendix "J" shall be requested by the Developer in writing to the Town's Street Naming Committee and a recommendation will be made subject to Council approval.

5.14 BOULEVARD TREE PLANTINGS

All boulevard tree plantings shall be guaranteed by the Developer through a Letter of Credit deposit with the Town for the total cost of purchasing, planting and maintaining trees within the Plan of Subdivision (\$500.00 per tree – 2012 Rate). One (1) tree per lot and two (2) trees per sideyard flankage shall be required in the sodded portion of the road allowance (boulevard) between the front lot line and the roadway curb line. In order to provide streetscape continuity, additional tree plantings may be required to the satisfaction of the Town, where the new road abuts an existing parcel or block of land located outside the limits of the subdivision. The suggested street tree list is included in Appendix "N".

5.15 STREETScape AND LANDSCAPE REQUIREMENTS

The Developer shall file with the Town a Tree Preservation Plan prepared by a qualified forester for approval by the Town and the Ministry of Natural Resources. No tree cutting, clearing and grubbing shall be allowed until a Tree Preservation Plan is filed with and approved by the Town and/or the Ministry of Natural Resources. The Developer agrees to implement the approved Tree Preservation Plan to the complete satisfaction of the Director of Infrastructure Services and the Director of Community and Development Services.

The Developer shall file with the Town a Streetscape Plan prepared for approval by the Town. The streetscape plan shall show the following: Plantings (trees, shrubs, etc.), fences, roads, sidewalks, walkways, streetlights, utility boxes, transformers, driveways, pavement marking and signage, parking spaces, hydrants, super mail box locations, noisewalls and any other special features particular to the development.

5.16 STREETLIGHTING, UNDERGROUND HYDRO AND OTHER UTILITIES

The Developer shall be responsible for the design, provision and installation of all electrical transmissions and distribution system and streetlight layout, to service all lots in the subdivision in accordance with the requirements of Canadian Niagara Power Inc. (CNPI) and the Town of Fort Erie. All such facilities, including house service connections shall be installed underground unless authorization in writing is obtained from the Director of Community and Development Services.

Underground hydro cables shall be located 2.8m from the property line with a minimum cover of 0.75m and hydro transformers at 3.80m from the property line. The Developer shall be responsible to supply, construct and install a streetlighting system complete with

underground wiring to service the subdivision. Streetlights shall be located 3.80m from the property line and shall be designed and installed to the satisfaction of the Town.

All utility systems required to service the lots in the subdivision including telephone cables, co-axial cables, natural gas shall be installed underground as per Town of Fort Erie standard Drawing No. PW-510 FE. Minimum cover for all utilities shall be 0.75m.

Underground installation shall mean the laying of the major distribution and individual building service of any utility installation underground. The use of ground mounted transformers, switching gears, junction boxes and cable boxes/pedestals is permitted provided they are well designed, well maintained and consideration is given to aesthetics.

All streetlight fixtures shall be as follows or approved equivalent:

TABLE 7-STANDARD STREETLIGHTING REQUIREMENTS

Pole	Mount	Luminaire
Round, Concrete, Class A, CSA Certified, +/-9.0m Stresscrete	Side Mounted Tapered Elliptical Aluminum Arm Stresscrete #126	Gray Cobra Head, 100W, Cut Off (Flat) Lense Stan Pro Cobra Star, AEL Roadway Series or Powerlite Roadway

TABLE 8- DECORATIVE STREETLIGHTING REQUIREMENTS

Pole	Mount	Luminaire
*Ridgeway Area Stresscrete E300-BPO-G-S10 or Lumec Pole P805AS-20-PH 71120-BK	Aluminum Bracket Lumec M20A-2-BK	Lumec Z65B, 100W
*Friendship Trail Area King Luminaire K BC 14 Spun Concrete – Black		King Luminaire K135 S Fort Erie, 70W, K5 & K9 Capitals
*Jarvis Street Area K S15-G-S10 S/F K5 c/w BA & DR	K88-T (Mod)	F199E California, 100W c/w K12 Capitals

* Indicates the location of existing decorative streetlights in the Town of Fort Erie.

Decorative streetlights (poles and luminaries) may be considered with prior approval of the Director of Infrastructure Services and/or the Director of Community and Development Services. For decorative streetlights, the Developer shall be required to

supply a spare pole and two luminaries to the Town's Infrastructure Services Operation Centre for spare stock in its inventory.

TABLE 9 – ROADWAY DESIGN SUMMARY

DESCRIPTION					INDUSTRIAL	
	LOCAL	CU-DE-SAC	COLLECTOR	ARTERIAL	LOCAL	COLLECTOR
Classification	ULU 50	ULU 40	UCU 50	UAU 60	RLU 50	RCU 50
R.O.W. Width (m)	20	R = 19	20 - 25	30	20	20 – 30
Traveled Roadway Width (m)	8.5	26.50	8.5 – 13.5	14.5	8.5	8.5 – 14.5
Minimum Corner Radius (m)						
At intersection with Local	10.25	R = 7.25 8.50	10.25	10.25	15	15
At intersection with Collector	10.25		10.25	10.25	15	15
At intersection with Arterial	10.25		10.25	10.25	15	15
Island in Cul-de-Sac						
Lead-in to Cul-de-Sac						
Daylighting Triangles (m)	4.5 R		7	12	12	12
Minimum – Maximum Grades (%)	0.5 - 8	0.5 - 8	0.5 - 8	0.5 - 8	0.5 - 8	0.5 - 8
Minimum Vertical Curve Data at Intersections (m)		REFER TO TAC MANUAL FOR ROADWAYS VERTICAL CURVE DESIGN REQUIREMENTS				
Length of Vertical Curve (LVC)	6					
Coefficient – Crest (k)	4					
Coefficient – Sag (k)	4					
Minimum Horizontal Curve (m)						
Simple Radius – Normal Crown	105	60	105	180	105	180
Minimum Tangent (m) Between Curves	15	15	30	50	30	50
Sidewalks	One Side	One Side if > 150m	One or Both Sides	Both Sides	None	None or One Side

SUBDIVISION DEVELOPMENT REQUIREMENTS

SECTION 6 – ENGINEERING DRAWINGS REQUIREMENTS

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SECTION 6 ENGINEERING DRAWINGS REQUIREMENTS

6.1 SPECIFICATIONS FOR ENGINEERING DRAWINGS

- Full scale prints of A Metric (594mm x 841mm) or equivalent imperial size (24" x 36") shall be submitted. **LARGER THAN THIS SPECIFIED SIZE WILL NOT BE ACCEPTED.**
- Title block must contain the following: name of subdivision, location of the development site, drawing name and number, scale, date, and any other relevant information. Plans not fully completed will be returned to the applicant for re-submission.
- Title block must contain the following: name of subdivision, location of the development site, drawing name and number, scale, date, and any other relevant information. Plans not fully completed will be returned to the applicant for re-submission.
- All measurements to be shown in metric only.
- In addition to paper drawings, AutoCad (2011 compatible) drawing files are also required (*optional on initial submission but required for as-constructed submission*). Co-ordinate information is to be provided using UTM NAD83, Zone 17 in a ground coordinate system with a combined scale factor for conversion to grid coordinates is to be used.
- Drawings and CADD files shall be in accordance with the Town of Fort Erie ACAD standards. A copy of these standards may be obtained from the Engineering Division of the Infrastructure Services Department and used prior to submission to the Town for approval.

6.2 GENERAL DRAWING REQUIREMENTS

- Work on the drawings shall be done neatly and legibly. "Stick-on" labels, tapes or rubber stamps shall not be used except for the Consulting Engineer's seal.
- Final drawings shall be dated, signed and sealed by the Professional Engineer responsible for the design of the works.
- Elevations are to be geodetic and related to the Town of Fort Erie datum. Bench marks used shall be described on the drawings. Contact the Town's Infrastructure Services Department for appropriate Bench Mark(s) to be used.

6.3 GENERAL PLAN OF SERVICES

General Plan of Services showing existing and proposed aboveground and underground services and appurtenances shall be drawn to a scale of 1:1000 (or larger) to fit in a single drawing sheet. The drawing shall indicate, but not limited to, the following:

- Existing streets abutting the subdivision
- Existing aboveground features (i.e. trees, fences, hydro poles, transformer boxes, light standards, street & traffic signs, mailboxes, etc.)
- Building/Dwelling and driveway locations on existing streets
- Existing and proposed sanitary sewer collection system including pump station, treatment plant, etc.
- Existing and proposed storm drainage system including SWM facilities, open channels, etc.
- Existing and proposed water distribution system including treatment plant, reservoir, etc.
- Existing and proposed easements including dimensions and descriptions

6.4 STORM AND SANITARY SEWER - DRAINAGE AREA PLAN

Storm Drainage Area Plan shall be drawn to a scale of 1:1000 or larger (a scale not to exceed 1:5000 will be accepted for large external drainage areas) to fit in a single drawing. The plan shall indicate the total area to be drained by the proposed storm sewers. The plan shall be compatible with the Grading Plan and the Town's latest contour mapping (1:2000 OBM). The Storm Drainage Area Plan shall indicate, but not limited to, the following:

- Existing contours
- Drainage patterns of adjacent lands
- Runoff coefficients and tributary areas (ha) outside the development area and for each section of the proposed storm sewers
- Direction of runoff
- Street names
- Manhole numbers
- Existing and Proposed sewer sizes, material type and slope
- Direction of flow in the sewers
- Any street catch basins, rear yard catch basins, ditch inlets or swales
- Temporary or permanent quantity and quality SWM facilities
- Overland flow route
- Receiving system for the proposed storm sewers & SWM outlet
- Open channels, culverts and other drainage appurtenances

Sanitary Drainage Area Plan shall be drawn to a scale of 1:1000 or larger (a scale not to exceed 1:5000 will be accepted for large external drainage areas) to fit in a single drawing. The plan shall indicate the total area to be drained by the proposed sanitary sewers. The plan shall be compatible with the Town's latest contour mapping (1:2000 OBM). The Sanitary Drainage Area Plan shall indicate, but not limited to, the following:

- Population density and tributary areas (ha) outside the development area and for each section of the proposed sanitary sewers
- Street names
- Manhole numbers (SIMS)
- Existing and Proposed sewer sizes, material type and slope
- Direction of flow in the sewers
- Pump station and treatment plant (within or abutting the subdivision)
- Storage facility for wet weather flows
- Receiving system for the proposed sanitary sewer system

6.5 WATER DISTRIBUTION SYSTEM PLAN

The Water Distribution System Plan shall be drawn to a scale of 1:1000 (or larger) to fit in a single drawing. The drawing shall indicate, but not limited to, the following:

- Existing and Proposed watermain sizes and type of material
- Street names
- Watermain valves or valves in chambers
- Fire hydrants
- Pump stations and reservoirs (within or abutting the subdivision)

6.6 PLAN AND PROFILE DRAWINGS

A composite Plan and Profile drawings for streets, storm sewers, sanitary sewers and watermain will be required and shall be drawn to a horizontal scale of 1:500 and a vertical scale of 1:100 (1:50 preferred). Where two or more sheets are required for one street, match lines must be used with no overlap or duplication of information.

The detail information from all borehole logs shall be plotted on Profile and located on Plan. If this interferes with some other detail such as manhole, the exact location may be altered sufficiently for clarity. Borehole information shall contain a borehole log plus a brief description of bore termination, soils characteristics and the water level. The borehole log must extend (if feasible) a minimum of one meter below the lowest manhole in the vicinity.

Plan and Profile drawings for streets shall indicate, but not limited to, the following:

- Pavement/road base designs (typical road cross section)
- Centreline chainage (maximum 20m interval) identifying chainage equations at intersections
- Existing ground profile
- Proposed road grades
- Proposed centreline road profile
- Turning radius at intersections
- Horizontal curve data
- Vertical curve data
- Any aboveground features (i.e. curb & gutter type, sidewalks, drop curbs, etc.)

Plan and Profile drawings for storm and sanitary sewers shall conform to the following:

- Where intersecting streets are shown on Profile, only the diameter and material of the pipe and direction of flow of the intersecting sewers are to be shown. This also applies to easements or blocks wherein a separate Plan and Profile is required
- On Plan, only the length, sewer type and diameter are to be shown
- On Profile, the length, sewer type, material and class of pipe, pipe diameter, pipe slope, pipe inverts, bedding type and manhole type are to be shown
- Where possibility of conflict with other services exists, connections are to be plotted on Profile
- Show existing and proposed sewer services on plan
- Manhole data shall indicate the following on Profile:

- Manhole number or description
- Manhole type or size
- Chainage
- Rim or top of manhole elevation
- Pipe inlet and outlet inverts

Plan and profile drawings for watermain shall conform to the following:

- Identify all valves, bends, tees, crosses and water services
- Blown-up detail (1:200 scale) of all watermain connections showing valves, junctions, reducers, etc.
- On Plan, only the length and diameter of watermain are to be shown
- On Profile, the length, material and class of pipe, pipe diameter, bedding type and depth of cover are to be shown
- Show existing and proposed water services on plan

6.7 STORMWATER MANAGEMENT FACILITY

A stormwater management (SWM) plan within or external to the subdivision shall be prepared as per the approved SWM report filed with the Town and other approving agencies. The selection of SWM practices shall be in accordance with the latest revision of the MOE's Stormwater Management Planning and Design Manual.

The proposed SWM pond is to be designed with regard to being functional (Quality and Quantity Control) and as a neighbourhood feature. A Landscape Drawing of the proposed SWM facility shall be submitted detailing all trees and plantings (including maintenance schedule) for review and approval of the Town's Manager of Parks and Open Space.

To facilitate the SWM pond as a neighbourhood feature, the pond shall be designed with a minimum sideslope of 7:1 with a 10:1 sideslope where it abuts a neighbourhood park or a public roadway. This facility will be integrated as a park area in conjunction with the proposed parkland dedication or an existing parkland. A 3.0m wide pedestrian walkway will be required around the top of slope along the perimeter of the facility. A 4.0m wide maintenance access will be required to the inlet and outlet of the facility.

As a functional facility, the minimum acceptable sideslope shall be 5:1. This functional facility shall be fenced with a 1.50m high black vinyl coated chain link fence when abutting existing or proposed lots with consideration to providing a maintenance access and gate for vehicles.

The plan shall indicate, but not limited to, the following:

- Stormwater lot level controls
- Stormwater conveyance controls
- End of pipe SWM facilities
- Pond cross sections
- Detail grading
- Storage capacity and rate of discharge (quantity facility)
- Flow control details
- Landscaping including planting details, etc.

6.8 GENERAL GRADING PLAN (Subdivision Grade Control Plan)

A General Grading Plan for lots and blocks within the subdivision shall be prepared to a scale of 1:500 or larger showing existing contours established from field elevations.

The Plan shall indicate, but not limited to, the following:

- Existing contours
- Proposed building envelope
- Proposed building garage and main floor elevations
- Proposed elevations at the following locations:
 - Along centreline of existing or proposed roads (maximum interval of 30m)
 - At the corners of each building envelope
 - High points at each lot and building envelope and at the corners of each lot and block
 - Any break in grades along property lines and road centreline
 - Rear yard CB tops (grates) and bottom of swales
 - Top and bottom of retaining walls
- Existing contours and elevations within the subdivision and at least 50 meters externally. External contours shall be extended far enough to determine existing drainage pattern.
- Grading Plan for parklands shall indicate existing contours at 0.5m intervals along with existing trees to be retained, structures, watercourses, etc.
- Rear yard and Side Yard swale grades and flow direction
- Overland flow route
- 100 year floodline and elevation (if applicable)
- Easements including dimensions and descriptions
- Fencing
- Retaining walls
- Drainage type in accordance with typical details
- Storm sewers and appurtenances
- Temporary/interim drainage facilities and outlets

6.9 EROSION AND SEDIMENT CONTROL PLAN

The erosion and sediment control plan shall be prepared in accordance with the Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites, May 1987 or the latest revision thereof. All drainage ditches, swales or depressions within the subdivision including all inlet structures to the storm drainage system, shall be maintained with Town approved silt traps.

The above noted requirements/information can be shown on the General Grading Plan with approval from the Director of Infrastructure Services.

SUBDIVISION DEVELOPMENT REQUIREMENTS

SECTION 7 - LIST OF APPENDICES

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7.0 SUBDIVISION DEVELOPMENT REQUIREMENTS -LIST OF APPENDICIES

Appendix "A" STANDARD SUBDIVISION AGREEMENT

Appendix "B" PLANNING APPLICATION FEES

Appendix "C" LETTER OF CREDIT – SAMPLE FORMAT

Appendix "D" DEVELOPMENT CHARGES

Appendix "E" COST ESTIMATE OF WORKS – SAMPLE FORM

Appendix "F" TELEPHONE DIRECTORY/INFORMATION SHEET

Appendix "G" COMPLETION CERTIFICATE FOR PRIMARY and SECONDARY SERVICES

Appendix "H" SANITARY & STORM SEWER CALCULATION SHEETS

Appendix "I" LIST OF PRE-APPROVED STREET NAMES

Appendix "J" CERTIFICATE OF INSURANCE

Appendix "K" INDEMNITY CLAUSE

Appendix "L" TOWN OF FORT ERIE STANDARD DRAWINGS

L1 DESIGN RAINFALL IDF (Intensity-Duration-Frequency) CURVES

L2 DETAIL OF SERVICE CONNECTIONS

L3 TYPICAL URBAN ROAD CROSS SECTION

L4 TYPICAL SEMI-URBAN/RURAL ROAD CROSS SECTION BULB (20.0m R.O.W.)

L5 TYPICAL CROSS SECTION – DIVIDED ROADWAY (23.0m R.O.W.)

L6 TYPICAL TURNING CIRCLE AND CORNER (20.0m R.O.W.)

L7 STANDARD TEMPORARY TURNING CIRCLE (20.0m R.O.W.)

L8 TYPICAL ALTERNATIVE TEMPORARY TURNING CIRCLE (20.0m R.O.W.)

L9 CURB & GUTTER TREATMENT AT INTERSECTION

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Appendix "M" SUGGESTED STREET TREE SPECIES

APPENDIX "A"

STANDARD SUBDIVISION AGREEMENT

SUBDIVISION AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT ERIE

- and -

DEVELOPER'S NAME

Date of this Agreement: _____, 20__

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THIS AGREEMENT made this _____ day of _____, 20____ pursuant to Section 51 (26) of the *Planning Act* and authorized by By-Law No. **XX-2016** of The Corporation of The Town of Fort Erie (the "Agreement"),

BETWEEN:

DEVELOPER'S NAME

Hereinafter called the "DEVELOPER"

of the FIRST PART;

- and-

THE CORPORATION OF THE TOWN OF FORT ERIE,

Hereinafter called the "TOWN"

of the SECOND PART;

WHEREAS the DEVELOPER warrants and represents that:

- a) it is the registered owner in fee simple in possession of the lands described in Schedule "A" annexed hereto;
- b) as of the date of execution of this Agreement and on the date of registration of this Agreement, **Developer's Name** shall be a valid and subsisting corporation in good standing duly incorporated under the laws of the Province of Ontario;
- c) as of the date of execution of this Agreement, registration of this Agreement and registration of the Plan of Subdivision, there will be no outstanding claims, liens or encumbrances registered against the lands described in Schedule "A" annexed hereto save and except those set out in Schedule "H" annexed hereto all of which shall be postponed to this Agreement unless otherwise authorized by the Town in writing; and
- d) this Agreement shall take priority over any subsequent registrations against the Lands;

AND WHEREAS the Developer has applied to the Town for approval of a Plan of Subdivision of the lands described in Schedule "A" annexed hereto;

AND WHEREAS the Town's "Conditions of Draft Plan Approval" require that before the aforesaid Plan of Subdivision is given final approval, the Developer must enter into a Subdivision Agreement with the Town to satisfy all its requirements, financial and otherwise, relating to the lands being subdivided;

AND WHEREAS this Agreement is made to satisfy the said Conditions of Draft Plan Approval;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements to be observed and performed by each of the Parties hereto, and in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid by the Developer to the Town, the receipt whereof is

hereby acknowledged by the Town, the Parties hereto mutually covenant and agree as follows:

1. Definitions

In this Agreement the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

- 1.1 **Agreement** means this Subdivision Agreement.
- 1.2 **Assumption By-Law for Primary Services** means a by-law passed by the Council of The Corporation of the Town of Fort Erie forthwith after the Director of Infrastructure Services has approved in writing the Certificate of Final Acceptance for Primary Services, assuming ownership of and responsibility for all Primary Services constructed by the Developer pursuant to the terms of this Agreement and the approved Plans, **SAVE AND EXCEPT** the following Primary Services:
- a) the streets and roadways constructed by the Developer within the Plan of Subdivision;
 - b) the noise attenuation requirements; and
 - c) the utility services other than the street lights.
- 1.3 **Assumption By-Law for Secondary Services** means a by-law passed by the Council of The Corporation of the Town of Fort Erie forthwith after the Director of Infrastructure Services has approved in writing the Certificate of Final Acceptance for Secondary Services, assuming ownership of and responsibility for:
- a) all Secondary Services constructed by the Developer; and
 - b) the streets and roadways constructed by the Developer within the Plan of Subdivisions.
- 1.4 **Block** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.
- 1.5 **Building Permit** means a permit issued by the Chief Building Official of The Corporation of the Town of Fort Erie approving an application for the construction, reconstruction or alteration of any building or structure for which such permit is required pursuant to the provisions of By-Law 129-90 and amendments thereto.
- 1.6 **Certificate of Final Acceptance for Primary Services** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Infrastructure Services at the expiration of the Maintenance Guarantee Period for Primary Services setting out the Primary Services being accepted by the Town and indicating the date of final acceptance of such Works.
- 1.7 **Certificate of Final Acceptance for Secondary Services** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Infrastructure Services issued at the expiration of the Maintenance Guarantee Period for Secondary Services setting out the Secondary Services being accepted by the Town and indicating the date of final acceptance of such Works. The Certificate of Final Acceptance for Secondary Services.
- 1.8 **Chief Building Official** means the Chief Building Official for the Corporation of the Town of Fort Erie or his designate appointed pursuant to the Building Code Act.

- 1.9 **Completion Certificate for Primary Services** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Infrastructure Services upon satisfactory completion of all Primary Services, the approval date of which shall start the Maintenance Guarantee Period for such Primary Services.
- 1.10 **Completion Certificate for Secondary Services** means a certificate prepared by the Developer's Consulting Engineer and approved in writing by the Director of Infrastructure Services upon satisfactory completion of all Secondary Services, the approval date of which shall start the Maintenance Guarantee Period for such Secondary Services.
- 1.11 **Consulting Engineer** shall mean the person or persons registered with the Association of Professional Engineers of the Province of Ontario, who for the time being is or are employed by the Developer to provide engineering services on behalf of the Developer for the Plan of Subdivision.
- 1.12 **Council** means the Council of The Corporation of the Town of Fort Erie.
- 1.13 **Developer** shall mean the applicant for the approval of a Plan of Subdivision and the registered owner or owners in fee simple of the lands for which the Plan of Subdivision is proposed and their respective heirs, executors, administrators, successors and assigns. Wherever the singular is used herein it shall, where the context requires, include the plural.
- 1.14 **Director of Community & Development Services** means the Director of Community & Development Services for The Corporation of the Town of Fort Erie or his designate.
- 1.15 **Director of Infrastructure Services** means the Director of Infrastructure Services for The Corporation of the Town of Fort Erie or his designate.
- 1.16 **Easements** shall mean the easements described in Schedule "C" hereto, which forms part of this Agreement.
- 1.17 **Final Default** means a situation where the Developer fails to remedy a default within such time as provided in the notice given by the Town, as provided in Section 14.1 hereof.
- 1.18 **Front Lot Line** means the lot line that divides a Lot from the street; provided, however, that:
- a) in the case of a corner lot, the shortest Street Line shall be deemed to be the front lot line and the longest Street Line shall be deemed to be the side lot line; and
 - b) in the case of a corner lot with two Street Lines of equal length, the lot line that abuts the wider street or abuts a Regional Road or highway shall be deemed to be the front lot line, and in the case of both streets being under the same jurisdiction or of the same width, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.
- 1.19 **Grading Conformance Certificate** means the Certificate identified in Section 9.21 hereof.
- 1.20 **Frontage of Lot** means the horizontal distance between the side lot lines measured along the Front Lot Line, but where the Front Lot Line is not a straight line or where the side lot lines are not parallel, the lot frontage is

to be measured by a line 7.5 meters back from and parallel to the chord of the lot frontage, and for the purpose of this paragraph the chord of the lot frontage is a straight line joining the two points where the side lot lines intersect the Front Lot Line.

- 1.21 **Lands** shall mean the lands described in Schedule "A" annexed hereto and forming part of this Agreement.
- 1.22 **Letter of Credit** shall mean any municipal standby irrevocable Letter of Credit drawn upon a Chartered Bank posted with and in a form acceptable to the Town pursuant to this Agreement. The municipal standby irrevocable Letter of Credit shall contain a provision which automatically renews it from year to year unless the Bank gives thirty (30) days advance written notice of its intention not to renew.
- 1.23 **Letter of Occupancy** means a Letter of Occupancy issued by the Chief Building Official subsequent to final inspection of a dwelling, as required by Section 11.6 hereof.
- 1.24 **Local Improvements** shall include utilities, sanitary sewers, storm sewers, sidewalks, curbs and gutters, pavements and such other local improvements as are defined by the *Local Improvements Act* or the *Municipal Act*.
- 1.25 **Lot** shall mean the whole of a parcel or tract of land created by the Plan of Subdivision.
- 1.26 **Lot Grading Deposit** means a deposit of security as specified in Section 9.21(b) hereof.
- 1.27 **Lot Grading Plan** means a plan for the grading of a Lot as required in Section 9.16(a) hereof.
- 1.28 **Maintenance Guarantee Period** means the period of time during which the Developer is obliged to maintain the Works following approval of the Completion Certificate for Primary Services or Secondary Services, as the case may be, which period is defined in Section 10.6(f) hereof.
- 1.29 **Party** shall mean a party to the Agreement and the successors or permitted assigns.
- 1.30 **Plan of Subdivision** shall mean the Plan of Subdivision of the Lands described in Schedule "A" hereto ultimately approved for registration by the Town and registered on title pursuant to the provisions of the *Planning Act*.
- 1.31 **Plans** shall mean all drawings, plans, specifications, contracts and other documents providing for the installation, construction and erection of the Works approved by and filed in the office of the Director of Infrastructure Services prior to execution of this Agreement by the Town.
- 1.32 **Pre-Servicing** means the installation of Works prior to registration of this Agreement.
- 1.33 **Primary Services** shall mean the following municipal services required to be constructed by the Developer:
- a) municipal sanitary sewer system;
 - b) municipal storm sewer system, storm drainage and storm water management facilities sufficient in the opinion of the Director of

- Infrastructure Services to provide safety and protection from undue inconvenience to the general public;
- c) municipal water system, including fire hydrants;
 - d) municipal streets and roadways of final design width with granular base, base course asphalt and concrete curbs and gutters;
 - e) street signs and traffic control signs and devices;
 - f) rough grading of the Lands;
 - g) Noise berm, wall or fence required to mitigate noise within the lands described in Schedule "A" annexed hereto; and
 - h) all Utility Services.
- 1.34 Reserve Strip** shall mean a parcel of land conveyed by the Developer to the Town in fee simple, free of encumbrances, abutting a Street Line and separating the street from the next abutting lot or block, for the purpose of preventing legal access from the said street to the said next abutting lot or block.
- 1.35 Secondary Services** shall mean all municipal services required to be constructed by the Developer not defined as "Primary Services", and without limiting the generality of the foregoing, shall include:
- a) top course roadway asphalt;
 - b) sidewalks;
 - c) paved driveway aprons;
 - d) footpaths;
 - e) fencing;
 - f) sodding of boulevards;
 - g) landscaping; and
 - h) tree plantings.
- 1.36 Storm Water Management Report** means an approved storm water management report and specifications prepared by the Developer in accordance with Section 9.10 of this Agreement.
- 1.37 Street Line** means a lot line dividing a Lot from a street and is the limit of the street or road allowance.
- 1.38 Subdivision** means the division of a parcel of land into lesser parcels by means of a registered Plan of Subdivision.
- 1.39 Supervision** means the full-time inspection and administration of the Works for the express purpose of enforcing the provisions of this Agreement and providing certification of the Works in accordance with Section 5.1.
- 1.40 Town** means The Corporation of the Town of Fort Erie.
- 1.41 Treasurer** means the Director of Financial Services for The Corporation of the Town of Fort Erie or his designate.
- 1.42 Utility Services** means:
- a) all electrical distribution and street lighting systems, complete;
 - b) if applicable, all natural gas services, complete;
 - c) all telephone services, complete; and
 - d) all co-axial services, complete.
- 1.43 Works** means all Primary Services and Secondary Services, both internal and external, and all construction, erection, installation and engineering required to service the Lands in accordance with the terms of this Agreement and the approved Plans.

2. Lands to be Subdivided

The lands to be subdivided by the Plan of Subdivision are those Lands described in Schedule “A” annexed hereto and the Plan shall be registered against all of such Lands.

3. General Provisions

3.1 Development at Sole Expense of Developer

Unless the context otherwise requires, where the Developer is obligated by this Agreement or the approved Plans to make any payments or install or construct or carry out any services or action the provision therefor contained herein shall be deemed to include the words “at the sole expense of the Developer”

3.2 Other Agreements

If, after this Agreement is executed, the Regional Municipality of Niagara, the Town or any other authority having jurisdiction shall impose any further condition or requirement which is not contained herein, the Developer shall forthwith, upon written demand, enter into such further agreement or agreements and give such further assurances as may be required and the Developer shall not contravene any condition or requirement of such authority notwithstanding the same is not contained herein.

3.3 Indemnification

The Developer hereby covenants, warrants and agrees to save harmless and keep the Town and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction or operation of any of the Works required under this Agreement, or by reason of the maintenance or lack of maintenance of such Works by the Developer pursuant to the terms of this Agreement or by reason of any defect in workmanship or material.

3.4 Covenants Run With the Land

The Developer and the Town acknowledge and agree that it is their intent that all terms, conditions and covenants contained herein,

- a) shall run with the Lands, and
- b) shall be binding upon the Developer, its heirs, executors, administrators, assigns and successors in title, from time to time,

and that the benefits of the said covenants shall enure to the Town, its successors and assigns in title of all roads, streets and public lands forming part of or abutting on the Lands.

3.5 Notices (include wording about notices sent by email)

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in the manner hereinafter set out, in writing addressed in the case of:

a) the Town, 1 Municipal Centre Drive, Fort Erie, Ontario L2A 2S6;
or

b) the Developer, Developer's Address.

and the giving of such written notice shall be deemed to be complete, where notice is given by personal service, on the day that the serving of written notice is completed, and where notice is given by prepaid registered mail, two (2) days after the date of mailing, and where notice is given by telephone transmission of a facsimile or other electronic format of the notice, on the day that the transmission of the written notice is completed.

3.6 Binding on Heirs, etc.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto and upon those persons and/or corporations hereafter acquiring title to all or any part of the Lands.

3.7 Schedules

The Schedules attached hereto, being Schedules "A" to "I" inclusive, form part of this Agreement and are to be interpreted as if the contents thereof were included in this Agreement.

3.8 Special Provisions

The Developer covenants, warrants and agrees to fulfill and abide by the Special Provisions set out in Schedule "I" annexed hereto in accordance with the terms thereof.

3.9 Section 67 Planning Act

The Developer agrees to be bound by the penalty provisions set forth in Section 67 of the *Planning Act*, R.S.O. 1990, c.P.13, and amendments thereto.

3.10 Applicable Laws

a) In constructing, installing or providing the Works, the Developer shall comply with all statutes, laws, by-laws, regulations, ordinances, orders and requirements of any governmental or other public authorities having jurisdiction at any time from time to time enforced. Without limiting the foregoing, the Developer agrees to comply with, and cause to be complied with, the provisions of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and The *Ontario Water Resources Act* and any regulations, policies and guidelines relating thereto. The Developer further agrees to handle and dispose of all materials in accordance with the foregoing legislation.

b) The Developer shall do, cause to be done, or refrain from doing any act or thing as directed by the Town if at any time the Town considers that any situation or condition is unsafe, damaging to the environment, or contrary to the provisions of any applicable laws. If the Developer fails to comply with such direction, the Town may take action to remedy the situation at the expense of the Developer and in this regard the Town shall also be entitled to draw upon any security filed by the Developer under this Agreement.

3.11 Severance of *Ultra Vires* Terms

If any term of this Agreement shall be found to be *ultra vires* the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement *mutatis mutandis* shall be and remain in full force and effect.

3.12 Incontestability

The Developer shall not call into question directly or indirectly, in any proceeding whatsoever in law or in equity, before any court or administrative or other tribunal, the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition thereof, and this provision may be pleaded by the Town in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3.13 Time of the Essence

Time shall be of the essence of this Agreement.

3.14 Certificate of Status

Prior to execution of this Agreement by the Town, the Developer shall deliver to the Town a Certificate of Status issued by the Ontario Ministry of Consumer and Commercial Relations verifying that the Developer is a company duly incorporated under the laws of the Province of Ontario and is in good standing.

3.15 Mortgagee's Postponement

The Developer hereby agrees to procure, register and provide to the Town any postponement agreements which the Town solicitor considers necessary to ensure that this Agreement shall have priority over any interest of a mortgagee in the Lands.

3.16 Notice to Purchasers

The Developer shall notify or cause to be notified each and every purchaser of a Lot or Lots of all Works contracted by the Developer, the Developer's obligations to maintain the Works and all other conditions covered by this Agreement by providing a complete and accurate summary of same and shall cause such information to be fully recorded in any Offer to Purchase or Agreement of Purchase and Sale entered into by the Developer.

4. Servicing Plans and Specifications

4.1 All Plans and specifications must be approved in writing by the Director of Infrastructure Services prior to the execution of this Agreement by the Town and the Developer commencing construction of any of the Works.

4.2 The Developer shall submit to the Director of Infrastructure Services three (3) copies of each plan required to be submitted for approval with respect to the construction of the Works contemplated in this Agreement.

4.3 It is understood and agreed the Director of Infrastructure Services in his appraisal of the Plans and specifications will be guided by current requirements of the Province of Ontario, established specifications and standards adopted by the Town or existing practices and standards as

may from time to time be established or amended by the Town by its officials or agents. The Town may require, in writing, such variances from the Plans as it may deem appropriate due to conditions which may be disclosed as the work progresses and by sound engineering practices.

- 4.4 No approval by the Director of Infrastructure Services shall operate as a release by the Town of any liability of the Developer which, but for such approval, might exist or hereafter arise.
- 4.5 All Plans shall be prepared and stamped by a Consulting Engineer licensed to practice in the Province of Ontario.

5. Engineering And Inspection

5.1 Consulting Engineer

The Developer shall employ a competent and qualified Consulting Engineer, approved by the Director of Infrastructure Services, to:

- a) carry out all necessary soil investigations to the satisfaction of the Director of Infrastructure Services;
- b) design all Works required to be completed by this Agreement;
- c) prepare plans, profiles and specifications for the Works and submit detailed plans, profiles and specifications to the Director of Infrastructure Services for approval prior to installation or construction of such Works;
- d) obtain from the Director of Infrastructure Services details regarding the form and scale of the plans and profiles prior to their preparation;
- e) obtain and provide the Town with all necessary approvals prior to installation or construction of the Works and prior to execution of this Agreement;
- f) prior to execution of this Agreement by the Town, prepare and furnish the Director of Infrastructure Services with estimates of the cost of installation and construction of the said Works;
- g) if required, prepare contract documents and call tenders for installation and construction of the said Works;
- h) prepare and supply the Town with Progress Payment Certificates;
- i) provide full time resident inspection and contract administration of all Works covered by this Agreement;
- j) maintain all records for the installation and construction of the said Works and submit "as constructed" records in electronic form in AutoCad format (NAD 83 coordinates) using Town of Fort Erie Drafting Standards, and "as constructed" records shall be submitted in a reproducible form (i.e. mylars, etc.) to the Director of Infrastructure Services prior to approving the Completion Certificate for the Works;
- k) upon completion of installation and construction of the Works, supply the Town with a certificate verifying that the Works were installed and constructed in accordance with the approved Plans and specifications;

- l) provide the Director of Infrastructure Services with individual record sheets of all sewer and water services location and depth;
- m) when requested by the Director of Infrastructure Services, accompany him on his inspections of the Works;
- n) supervise construction of all Works on a full time basis, including any remedial work the Director of Infrastructure Services may require;
- o) test all services and verify to the Director of Infrastructure Services, in writing, that all testing has been completed in accordance with the appropriate requirements;
- p) provide building levels for construction purposes; and
- q) certify, in writing, to the Director of Infrastructure Services, as to the actual cost of all Works completed, prior to the Town approving a Completion Certificate for such Works or reducing any Letter of Credit.

5.2 All Primary, Secondary and Utility Services shall be installed, constructed, inspected and tested under the direct supervision of the Developer's Consulting Engineer at the sole expense of the Developer.

5.3 The Developer's Consulting Engineer shall conduct all testing of Works and materials to the complete satisfaction of the Director of Infrastructure Services. All sanitary and storm sewers must be inspected and videoed via closed circuit T.V. prior to final acceptance by the Town.

5.4 The Director of Infrastructure Services or his designate shall have the right at any time and from time to time to request an inspection and re-inspection of any of the Works in progress to ensure such Works are being constructed in accordance with the Plans and specifications approved by the Director of Infrastructure Services. Such inspections may include testing and the method and time of testing shall be at the sole discretion of the Director of Infrastructure Services. Town inspections shall be in addition to inspection provided by the Developer's Consulting Engineer and shall in no way relieve the Developer or his Consulting Engineer of any responsibility with regard to design, construction, supervision, inspection, testing or proper completion of the Works.

5.5 The Director of Infrastructure Services shall have a discretionary right to order any work-in-progress stopped and such work shall not be recommenced without written authority from the Director of Infrastructure Services.

6. By-Law(s), Documentation and Registration

6.1 The Council of the Town may authorize Pre-Servicing (installation of Works) upon such terms and conditions it deems appropriate and/or necessary, which terms and conditions shall include, but not be limited to, posting all security set forth in Schedule "F" annexed hereto, obtaining and filing with the Director of Infrastructure Services all necessary and/or required approvals, consents, agreements and certificates, and having all Plans and specifications approved by the Director of Infrastructure Services.

6.2 Before this Agreement is executed by the Town, the appropriate authorizing By-law must be enacted by the Council of the Town.

- 6.3** The Town may, at the sole expense of the Developer, request the Developer's solicitor to prepare such further and other documentation as may be deemed necessary and/or required by the Town for the preparation, registration and implementation of the agreement.
- 6.4** If required, the Developer's solicitor, at the sole expense of the Developer, shall:
- a) provide and/or prepare all documentation which the Town's Solicitor may require, including all necessary Transfers, Easements and restrictive covenants in registerable form;
 - b) certify title to the Town in a signed Certificate of Title;
 - c) have all documentation signed by the Developer, Chargees, and other necessary parties;
 - d) subsearch title and obtain an Execution Certificate prior to registration and provide copies of same to the Town's Solicitor;
 - e) deliver all executed documentation to the Town; and
 - f) attend to registration of all documentation, at the Developer's expense, required by this Agreement.
- 6.5** Prior to the Town executing this Agreement, the Developer shall provide the Town with two (2) copies each of the draft Plan of Subdivision (M-Plan) for the Lands and the draft Reference Plan (R-Plan) providing legal descriptions for Easements within or outside the Lands.
- 6.6** The Developer covenants and agrees to register an application, signed by the Town, for an order inhibiting any dealings with the Lands to the applicable Land Registrar immediately following the registration of the Agreement. The Developer acknowledges that the Town shall not be obligated to register any documents in compliance with the Inhibiting Order or to apply to have the Inhibiting Order removed from title until the Developer has supplied all documents in compliance with this Agreement in a form satisfactory to the Town for registration and all other documents required to provide discharges, releases and postponements with respect to any charges, mortgages or encumbrances with respect to the Lands have been registered against title to the lands.
- 6.7** Upon the Town being satisfied that all conditions of Draft Plan approval for the Plan of Subdivision have been satisfied by the Developer within the required time, the Town shall register the following documentations at the sole expense of the Developer as soon as practicable:
- a) the approved Plan of Subdivision; and
 - b) all other documentation related thereto, including without limitation, Cessations of Charge.
- 6.8** In the event the Plan of Subdivision is not registered within one (1) year from the date of registration on title of this Agreement, the Town may declare the Developer in Final Default.
- 6.9** The Developer shall not deal in any manner whatsoever with any Lot or Block shown on the Plan of Subdivision until this Agreement, the Plan of Subdivision and all other documentation (including Transfers, Easements, Cessation of Charge, Inhibiting Orders, Reference Plans, and Postponements of Charges) required by this Agreement and by the

Town's solicitor have been delivered, approved and registered on title to the complete satisfaction of the Town's solicitor.

7. Lands Required for Municipal Purposes

The Developer shall, at its own expense, convey to the Town such lands as may be required for the development of the Lands in accordance with Schedule "B" annexed hereto.

8. Easements

8.1 The Developer covenants and agrees, at its sole expense, to obtain and/or grant to the Town such easements as may be required for the installation and construction of services or development of the Lands in accordance with Schedule "C" annexed hereto.

8.2 The Developer shall convey to the Town or to such public utility company or commission or cable television company as the Town may direct, easements required for utility and/or coaxial purposes in accordance with Schedule "D" annexed hereto. All such easements shall be prepared to the complete satisfaction of the Town, and if required by the Town, any such utility or cable television company.

8.3 The Developer shall undertake and complete all improvements in, over, along and upon such easement lands conveyed to the Town, including Primary Services, Secondary Services and Utility Services, in accordance with the terms of this Agreement and the Plans filed to the complete satisfaction of the Director of Infrastructure Services and shall keep such easement lands in a neat and tidy condition, free of all debris and trash until the Town has passed the Assumption By-Law for Secondary Services.

9. Services

9.1 General

- a) Where the Plan of Subdivision is serviced by a secondary means of egress or emergency access to be constructed by the Developer, an existing road allowance, open or unopened, or any newly dedicated widening thereof, the Developer agrees such secondary means of egress or emergency access, road allowance and any widening thereof shall be deemed to form part of the Lands and be subject to the requirements related thereto specifically indicated in the approved Plans.
- b) Where it is necessary to use a secondary means of egress or emergency access to be constructed by the Developer or an unopened road allowance to service all or any part of the Lands, the Developer shall, at its own expense, construct the necessary municipal services in accordance with the approved Plans.
- c) The Developer shall not change, or do any work that will prejudicially effect, any natural watercourse or drainage ditch without making full and proper provisions satisfactory to the Director of Infrastructure Services, and the Developer shall be solely responsible for any damage caused thereby and the Developer hereby indemnifies and saves harmless the Town from any claim arising from such damage.
- d) The Developer shall keep all portions of the development well, properly and efficiently drained during construction and completion

and will be held responsible for all damage which may be caused or results from water backing up or flowing over, through, from or along any part of the Works, or which any of the Developer's operations may cause to flow elsewhere, and the Developer hereby indemnifies and saves harmless the Town from any claim arising from said damage.

- e) The Developer covenants and agrees to carry out all Works necessary to service the Plan of Subdivision in such a manner as to prevent erosion and earth, debris and other material from being washed or carried in any manner onto any road, road allowance or highway whether opened or unopened, or onto the property of any other person or persons. If such earth, debris or other material is washed or carried onto such road, road allowance, whether opened or unopened, or onto the property of any person or persons, the Town, its servants or agents, may, at the Town's discretion, clean and remove such material, rectify any damage caused, and abate any nuisance created by the Developer in the development of the Plan of Subdivision. The cost of any such work performed by or at the instruction of the Town, shall be paid by the Developer on demand, and without limiting any of its remedies at law or in equity, the Town may enforce any security available to it to recover such costs or may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- f) The Developer shall be solely responsible for controlling dust nuisance in conjunction with the Works, within the Plan of Subdivision.
- g) All streets abutting on the Lands or used for access to the Lands during installation or construction of the Works or during construction of dwellings shall, at all times, be kept as dust free as possible and in a good and usable condition, and without restricting the generality of the foregoing, the Developer shall at the end of each day during such construction cause all such streets to be cleaned of all refuse, rubbish, waste, debris and other materials of any kind, whether the same resulted from installation and construction of Works or otherwise, and if such streets are damaged the Developer shall at its own cost restore same immediately to the Town's requirements and to the satisfaction of the Director of Infrastructure Services.
- h) All trucks making deliveries to or taking materials from the Lands shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on abutting streets or properties. If at any time, in the opinion of the Director of Infrastructure Services, damage is being or is likely to be done to any street or any improvement thereon, other than such portions as are part of the Works, by the Developer's or its contractor's vehicles or other equipment, whether licensed or unlicensed, the Developer or its contractor shall on the direction of the Director of Infrastructure Services make changes in or substitutions for such vehicles or other equipment or shall alter loading or shall in some other manner satisfactory to the Director of Infrastructure Services remove the cause of such damage or nuisance. The Developer shall at its own cost repair any such damage immediately to the Town's requirements and to the satisfaction of the Director of Infrastructure Services.

- i) The Developer shall inform all public utility companies having legal authority to install or construct utility systems (including without limitation Bell Canada, Consumer's Gas, Canadian Niagara Power Inc., Regional Cable TV (Central) Inc.) of the approximate date of construction of the Works in order that such utility companies may place their work in accordance with their requirements and to the satisfaction of the Director of Infrastructure Services, and the Developer shall assume complete responsibility and make all necessary arrangements for the moving of hydro-electric, gas, telephone and co-axial cables, pipes, conduits, wires, pipe lines, or any other public utility works as necessary and as approved by the Director of Infrastructure Services, and the Developer shall be solely responsible for any damage caused to the said cables, pipes, conduits, wires, pole lines and other works.
- j) The Town disclaims any responsibility or liability for the support and protection of sewers, drains, pipes, conduits, tracks or other utilities, services and structures owned by the Town or any other public body, by companies, or any other person enjoying special franchises or occupying any portion of the streets or ways on or below or above the surface. The Developer is directed to carefully examine the location of the Works and to make special inquiry of the companies or persons owning, controlling or operating said pipes, conduits, tracks and other utilities, services and structures, and to determine the character, size, position and length of such pipes, conduits, tracks, utilities and structures, and to inspect the public records of the various Town Departments having recognizance and control of pipes, conduits and sewers, and to make such further personal inspection and investigation as is necessary to determine the correctness of the information so obtained. It is the Developer's responsibility to consult the companies concerned as to the exact location of said utilities, services and structures, and, where necessary, the Developer shall protect and support same to maintain their operation. In the event damage is done to a utility, service or structure the Developer thereof shall be notified immediately by the Developer and any costs arising from such damage shall be paid for by the Developer. A copy of such notice shall be sent to the Director of Infrastructure Services.
- k) The Developer agrees to keep boulevards and Easements graded and free and clear of all material and obstructions which might interfere with the construction of telephone, co-axial, gas and hydro-electric installations, and other utility works.
- l) The Developer shall remove from all road allowances in the Plan of Subdivision, any surplus or other material and obstructions and such trees and vines, as necessary and to the satisfaction of the Director of Infrastructure Services, and further, shall remove from the Lands any unkempt, diseased or infested trees, vines or bushes. In the event this clause is not complied with within fourteen (14) days of written notice delivered by the Town to the Developer, the Town may have such material removed and collect the cost thereof from the Developer, and without limiting its remedies at law or equity, the Town may enforce any security held by it to recover costs or may collect the costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.

- m) The Developer shall not remove any topsoil from the Lands without first obtaining written approval from the Director of Infrastructure Services.
- n) All Works required to be installed or constructed by the Developer shall be installed and constructed in accordance with the Town's specifications therefor at the date of the commencement of the installation or construction of the Works and in accordance with the approved Plans.
- o) The Developer acknowledges and agrees, notwithstanding the complete installation of services in the subdivision as authorized by the Town, that the Town will not be held liable for any stoppage or delay of the registration of the Plan or the issuance of Building Permits for the lots in the Plan.

9.2 Survey Monuments to be Preserved

The Developer agrees:

- a) all survey monuments or related markings established in connection with the installation of public utility and municipal services are to be preserved; and
- b) if any survey monument or related marking is accidentally or deliberately damaged, destroyed or removed, to immediately repair or replace such monuments or related markings under the direction of the person or persons responsible for establishing said survey monuments or related markings.

9.3 Town's Right to Enter and Repair

- a) The Town shall have the right to enter on the Lands at all times and from time to time and to carry out maintenance and repair of the Works:
 - i) without notice to the Developer where, in the sole opinion of the Director of Infrastructure Services, danger to public safety or an emergency condition exists, or the streets have not been kept free of mud, dust and/or snow or to prevent damage or hardship to any persons or property; and
 - ii) where repairs to or maintenance of the said Works has not been completed within twenty-four (24) hours after written notice requiring such repairs or maintenance has been delivered to the Developer.
- b) The decision of the Director of Infrastructure Services that repairs, remedial work or maintenance to the said Works is required or that an emergency state exists requiring immediate repair or maintenance shall be final, conclusive and incontestable. Such repairs, remedial works or maintenance shall not be deemed acceptance of the Works by the Town or an assumption by the Town of any liability in connection therewith and shall not release the Developer from any of its obligations under this Agreement.
- c) The cost of any repair or maintenance work (including professional fees) undertaken by the Town pursuant to the provisions of this Agreement shall be borne by the Developer and the amount thereof shall be paid to the Town within thirty (30) days after a statement of account therefor has been delivered to the

Developer. If the Developer fails to pay the amount due to the Town within such thirty (30) day period, the Town may and is hereby expressly authorized by the Developer to deduct the amount owing to the Town for such repairs or maintenance from any monies or Letters of Credit deposited with the Town.

- d) Repairs or maintenance undertaken by the Developer pursuant to this subsection shall be completed in the presence of the Director of Infrastructure Services or his representative.

9.4 Services to be Co-ordinated

The Developer agrees and acknowledges that the designs of all municipal and public utilities and services for the subdivision of the Lands must be co-ordinated with all adjacent developments to ensure secondary access, service main looping and other integration and co-ordination of utilities and services.

9.5 Land Use Sign

The Developer agrees to erect, to the satisfaction of the Director of Infrastructure Services, a 2.5m x 2.5m Land Use Sign prior to the commencement of construction of the Works, which shall indicate the proposed and abutting street system, lotting patterns, sidewalk layout and land uses. The Developer further agrees to make available all such information and related servicing structures to prospective buyers.

9.6 Interim Works

The Developer agrees and acknowledges that, until the Director of Infrastructure Services affixes his signature of approval to the Plans, all works which may be carried out in the interim are done solely and entirely at the Developer's risk, and that changes to existing works or additional works may be required or reflected in the final approved Plans.

9.7 Roads

- a) The Developer agrees to perform and complete all road Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Infrastructure Services.
- b) any existing road damaged during the development of the Plan of Subdivision shall be restored by the Developer, to the complete satisfaction of the Director of Infrastructure Services, prior to approval of the Certificate of Completion for Primary Services.
- c) Where applicable, the Developer agrees to; unless exemption in writing is obtained from the Town, reconstruct an existing semi-urban road to Town's urban standard for the entire frontage abutting the Lands. Any cost-sharing by the Town of the reconstruction costs shall be identified in the Financial Schedule attached herein. Alternatively, the Developer may provide the Town a cash in lieu of reconstruction of its share of the future road reconstruction cost as required and approved by the Town.

9.8 Sanitary Sewer System

- a) If required by the Town, and prior to execution of this Agreement by the Town, the Developer shall undertake a review of existing downstream sanitary sewer system to ensure the capacity of the system is sufficient for the increase in flows from the Plan of

Subdivision. In the event the downstream system is inadequate for the flow increase from this Subdivision, upgrading of those facilities will be the financial responsibility of the Developer and the Work required and/or necessary to upgrade such facilities shall be completed by the Developer as part of development of this Plan of Subdivision to the complete satisfaction of the Director of Infrastructure Services.

- b) The Developer shall construct a sanitary sewer system, including service laterals from the sewer main to the Street Line and other appurtenances, to adequately service the Lands. All sanitary sewers, including upgrading of downstream facilities if deemed necessary by the Town, shall be constructed according to the approved Plans and specifications. Plans must be approved by the Director of Infrastructure Services, the Region of Niagara Public Works Department and the Ministry of the Environment, and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefor.
- c) All sanitary sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
 - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
 - ii) forthwith after final paving of the streets has been completed; and
 - iii) upon receipt of any written notice from the Director of Infrastructure Services.
- d) All sanitary sewer Works shall be tested, and if necessary re-tested, and the method and time of testing shall be to the satisfaction of the Director of Infrastructure Services.
- e) All sanitary sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction, and upon any written notice from, the Director of Infrastructure Services and prior to assumption of the sanitary sewer Works by the Town. In the event the results are not satisfactory in the sole opinion of the Director of Infrastructure Services, the Developer shall take such remedial steps as may be required, in the sole opinion of the Director of Infrastructure Services.
- f) Prior to the Director of Infrastructure Services approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Infrastructure Services with "as constructed drawings" showing the location and depth of the sanitary sewer lateral constructed to service each Lot.
- g) Prior to registration of the Plan, the Region shall confirm that adequate sanitary sewage allotment is available.
- h) The Developer agrees to perform and complete all sanitary sewer Works required by this Agreement and the approved Plans and specifications to the complete satisfaction of the Director of Infrastructure Services.

9.9 Storm Drainage System

- a) The Developer agrees to construct storm drainage and storm water management systems to adequately service the Lands and all or any portion of the ultimate drainage area in which the Lands are located. This system shall be constructed in accordance with the Plans approved by the Director of Infrastructure Services, the Region of Niagara Public Works Department, the Region of Niagara Planning & Development Department, the Niagara Peninsula Conservation Authority and the Ministry of the Environment, and construction and materials used therein shall be in accordance with the Town's most recent specifications therefor.
- b) All storm sewer Works shall be flushed and cleaned by high velocity sewer flushing equipment:
 - i) after placement of the base course asphalt upon the streets in the Plan of Subdivision;
 - ii) forthwith after final paving of the streets has been completed; and
 - iii) upon receipt of any written notice from the Director of Infrastructure Services.
- c) All storm sewer Works shall be inspected and videoed via closed circuit TV to the satisfaction of, and upon any written notice from, the Director of Infrastructure Services and prior to assumption of the storm sewer Works by the Town. In the event the results are not satisfactory in the sole opinion of the Director of Infrastructure Services, the Developer shall take such remedial steps as may be required, in the sole opinion of the Director of Infrastructure Services.
- d) Prior to the Director of Infrastructure Services approving the Completion Certificate for Primary Services, the Developer shall supply the Director of Infrastructure Services with "as constructed drawings" showing the location and depth of the storm sewer lateral constructed to service each Lot.

9.10 Stormwater Management System

- a) The Developer agrees that prior to the Town executing this Agreement the Developer shall prepare and provide a Storm Water Management Report which shall be submitted for approval by the Director of Infrastructure Services, the Region of Niagara Planning & Development Department, the Ministry of the Environment, the Niagara Peninsula Conservation Authority and the Region of Niagara Public Works Department, indicating the following:
 - i) the manner in which storm water will be conveyed across the Lands in both major and minor storms, using storm water management techniques that are in accordance with the Provincial guidelines contained in "Stormwater Management Practices Planning & Design Manual - June 1994" (Ministry of Environment) and the latest revision thereof or such more stringent standards as may be applicable;

- ii) an assessment of downstream and upstream constraints and how these constraints can be addressed (at a minimum the storm water management system must provide Level 1 protection for downstream fisheries and resources); and
 - iii) an Erosion and Sediment Control Plan for the development of the Lands whereby erosion and sediment and their effects will be minimized on site during and after construction in accordance with the "Ontario Guidelines on Erosion and Sediment Control for Urban Construction Sites" May 1987 and the latest revision thereof or such more stringent standards as may be applicable.
- b) The Developer shall prepare and provide a Subdivision Grading Plan in accordance with Section 9.21 hereof indicating the existing and proposed grades as well as the means whereby major system flows will be conveyed across the Lands. The 100-year flood level shall be plotted on the Plan to ensure that all structural development will be located above this elevation.
 - c) The Developer agrees to implement the Niagara Peninsula Conservation Authority's approved Storm Water Management Plan including the approved grading and drainage, any required erosion and flood protection works, and all Niagara Peninsula Conservation Authority approvals.
 - d) The Developer agrees to carry out or to have carried out all storm water management techniques and Works necessary and/or required to convey storm water runoff from the Lands in accordance with the approved Subdivision Grading Plan and Storm Water Management Plant to the complete satisfaction of the Director of Infrastructure Services and the Region of Niagara Planning & Development Department.

9.11 Water Distribution System

The Developer shall construct a complete water supply and distribution system, including valves, valve boxes, fire hydrants, service connections, curbstops and boxes, blowoffs and ground hydrants as may be required, for the purpose of servicing the Plan for Subdivision. The water distribution system shall be constructed according to the Plans approved by the Director of Infrastructure Services, the Region of Niagara Public Works Department and the construction and materials used therein shall be in accordance with the Town's most recent specifications therefor.

- a) The Developer shall install, charge, test and maintain fire hydrants as required by the approved Plans and specifications in accordance with this Agreement to the complete satisfaction of the Fort Erie Fire Department and the Director of Infrastructure Services.
- b) The water supply and distribution system shall be designed to accommodate residential and fire flows with the minimum size of 150 mm in diameter.
- c) All water mains shall be flushed, chlorinated, pressure tested and bacterial tested in accordance with Town standards and to the satisfaction of the Director of Infrastructure Services prior to approval of the Completion Certificate for Primary Services.

- d) The Developer shall, prior to the Director of Infrastructure Services approving the Completion Certificate for Primary Services, supply the Director of Infrastructure Services with “as constructed drawings” showing the location and depth of the water connections constructed to service each of the Lots.

9.12 Sidewalks

The Developer shall, at its sole expense, construct concrete sidewalks in accordance with the approved Plans filed and specifications therefor.

9.13 Fencing

The Developer shall, at its sole expense, construct fencing in accordance with the approved Plans filed and specifications therefor.

9.14 Street and Traffic Signs

- a) The Developer shall erect and maintain temporary traffic signs and such other traffic control devices to the satisfaction of the Director of Infrastructure Services during the construction period.
- b) The Developer shall pay for all permanent street and traffic signs and other traffic control devices required by the approved Plans and to the satisfaction of the Director of Infrastructure Services. The Town shall be responsible to supply and install all permanent street and traffic signs to the current standards of the Town.

9.15 Electrical Distribution System and Street Lighting

- a) The Developer shall arrange with Canadian Niagara Power Inc. (CNPI) for the design, provision and installation of all electrical transmission and distribution system and streetlighting system required to service all of the Lots shown on the Plan with electrical power in accordance with the plans and specifications therefor approved by CNPI and the Director. All such facilities shall be installed underground unless specific external systems are approved by CNPI and the Director. The cost of providing such facilities shall be borne by the Developer.
- b) The Developer shall arrange with CNPI for local electrical supply connections and appurtenances thereto from the distribution system to terminals on abutting private property. The wiring for such service connections shall be underground. The cost of providing such service connections and appurtenances shall be borne by the Developer and the Developer shall pay the cost thereof to CNPI upon receipt of a statement of account therefor.

9.16 Utility Services

All Utility Services required to service the Plan of Subdivision, including, without restricting the generality of the foregoing, hydro service, telephone cables and coaxial cables, shall be installed underground from the source with pad-mounted transformers. All Utility Services shall be installed and constructed prior to the Director of Infrastructure Services approving the Certificate of Completion for Primary Services.

9.17 Tree Plantings

- a) In order to maintain a high standard of amenity and appearance, the Developer, its heirs, executors, administrators, successors and

assigns hereby undertake and agree to retain the maximum number of trees within the lands consistent with good design and conservation practices and to deposit a Letter of Credit with the Town, to guarantee the total cost of purchasing, planting and maintaining trees within the Plan in accordance with the following:

- i) One (1) tree per Lot and two (2) trees per sideyard flankage shall be planted in the sodded portion of the street allowance between the Front Lot Line and the roadway in accordance with the Plans. Trees shall be sound, healthy, vigorous and free from disease with normally healthy root systems.
 - ii) Trees shall be 50mm caliper, balled and burlapped at planting and be of such varieties as noted on the Town of Fort Erie recommended street tree list or such other compatible variety, as approved by the Town.
- b) In accordance with Schedule "F" annexed hereto, prior to registration of this Agreement by the Town, the Developer shall provide a security in the form of a Letter of Credit to the Town for Tree Planting within the subdivision, for the cost of purchasing, planting and maintaining trees within the Plan.
 - c) The Developer shall file with the Town a Tree Preservation Plan prepared by a qualified forester and approved by the Town and the Ministry of Natural Resources. The Developer agrees to implement the approved Tree Preservation & Plant Plan to the complete satisfaction of the Director of Infrastructure Services and the Director of Community and Development Services.

9.18 Driveways

- a) Each Lot shall be serviced with a driveway approach constructed in accordance with the Plans filed to the complete satisfaction of the Director of Infrastructure Services.
- b) All driveway approaches (aprons) between the curb line and the sidewalk, or in the absence of a sidewalk, between the curb line and the Street Line shall be installed and paved by the Developer in accordance with the approved plans and specifications therefor prior to the Director of Infrastructure Services approving the Completion Certificate for Secondary Services.

9.19 Landscaping

- a) The Developer shall grade and place a minimum of 100mm of topsoil together with number one nursery sod on all portions of road allowances in the Plan of Subdivision not covered by asphalt or sidewalks and along all sides of the Plan of Subdivision abutting on adjacent existing streets. All sodding as herein described shall be considered as part of the cost of construction of services for the Plan of Subdivision, and shall be completed prior to the Director of Infrastructure Services approving the Completion Certificate for Secondary Services.
- b) All drainage ditches, major overland flow drainage swales and depressions within the Plan of Subdivision shall be sodded with number one nursery sod prior to the Town issuing any building permits. The Developer shall maintain all sod until Council passes the Assumption By-Law for Secondary Services.

9.20 Subdivision Grading and Drainage

- a) Unless otherwise approved or required by the Town, the Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake not to alter the grades or remove trees or other vegetation from the Lands until such time as:
 - i) the Town has agreed in writing to such alteration or removal; and
 - ii) the Town has approved the Subdivision Grading Plan pursuant to the terms of this Agreement and the Town's Lot Grading and Drainage Policy By-Law 252-92 and amendments thereto.
- b) Prior to execution of this Agreement by the Town or commencing any phase of development, and in accordance with the Town's Lot Grading and Drainage Policy By-Law No. 252-92 and amendments thereto, the Developer shall prepare and provide the Town, as part of the engineering drawings, a Subdivision Grading Plan for the purpose of controlling the overall drainage pattern in the Plan of Subdivision. The Subdivision Grading Plan shall be prepared in conformance with Part 7 of the Town's Lot Grading and Drainage Policy By-Law 252-92 and amendments thereto.
- c) The following grading works shall be completed prior to the issuance of any Building Permits:
 - i) construction and sodding of all major overland flow drainage swales and other erosion control devices to the satisfaction of the Director of Infrastructure Services for the Plan of Subdivision, subject to weather conditions; and
 - ii) rough grading of all Lots to generally conform to the Subdivision Grading Plan.
- d) If drainage problems arise which are a result of non-compliance with the requirements of By-Law 252-92 and amendments thereto, the Developer shall within forty-eight (48) hours of receiving notice thereof correct the problems. Without limiting its remedies at law or in equity, the Town may enter upon the Lands to remedy any such problem and may use the Subdivider's Grading Deposit to cover the costs of any remedial works deemed necessary. Any costs of these remedial works in excess of the amount of the Subdivider's Grading Deposit shall be the responsibility of the Developer, and if not reimbursed to the Town forthwith after being incurred by the Town, the Town may collect such costs in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- e) The Developer shall deposit with the Town as security for carrying out the provisions of the Subdivision Grading Plan, in accordance with Schedule "F" annexed hereto, a Subdivider's Grading Deposit as required by By-Law 252 - 92 and amendments thereto.
- f) Upon completion of the Works and acceptance by the Town of a Subdivision Grading Conformance Certificate prepared and signed by an Ontario Land Surveyor or Professional Engineer, the Developer may apply in writing for release of the Subdivider's

Grading Deposit, less any cost for remedial work undertaken by the Town.

9.21 Lot Grading and Drainage

- a) Prior to the issuance of a Building Permit for a Lot, the Owner or the Building Permit applicant shall submit to the Town three copies of a proposed Lot Grading Plan prepared by a Professional Engineer or an Ontario Land Surveyor and shall conform to the Subdivision Grading Plan.
- b) Prior to issuance of a building permit for a Lot, the Developer shall submit to the Town as security for carrying out the provisions of the Lot Grading Plan a Lot Grading Deposit in the amount of \$2,500.00 per Lot.
- c) Upon acceptance of the Grading Conformance Certificate by the Town, the Developer may apply in writing for release of the Lot Grading Deposit, less any cost of remedial work performed by the Town.
- d) The grading of a Lot shall be considered complete when the building has been erected and such lot has been graded and sodded, and/or seeded. Sodding and/or seeding shall be done within two months after occupancy of the dwelling or by the next June 1st following occupancy should occupancy take place after November 1st.
- e) Upon completion of the grading as noted in Clause 9.21(d) of this Agreement, prior to **landscaping or fencing**, the Developer shall submit to the Town one copy of the Lot Grading Plan which shall indicate the finished elevation as shown on the proposed Lot Grading Plan. This “as constructed” Lot Grading Plan shall be prepared by a Professional Engineer or Ontario Land Surveyor and certified by the Developer’s Consulting Engineer.
- f) Once the “as constructed” grading of a Lot has been certified and signed by an Ontario Land Surveyor or Professional Engineer to be in conformance with the latest revision of the Subdivision Grading Plan, the Lot Grading Plan if approved by the Town, shall be accepted and dated by the Town, as the “Grading Conformance Certificate.”
- g) The Developer, its heirs, executors, administrators, successors and assigns hereby irrevocably undertake to maintain the grading and drainage schemes as established and verified by the Grading Conformance Certificate and not to alter or revise the grading or drainage without the express written consent of the Director of Infrastructure Services or the Chief Building Official.

9.22 Foundation Drains

The Developer agrees that foundation drains shall be pumped by a sump pump in each house discharging via splash pads or other means which shall extend a distance at least 1.2 metres away from the structure and must direct flow away from the building, to side or rear yard swales not onto walks or driveways and not towards adjacent property.

9.23 Roof Water

The Developer agrees that roof water drainage from any structure or building shall be directed via downspouts discharging via splash pads (concrete or other suitable material) to grass surfaces. These splash pads shall extend a distance at least 1.2 metres away from the structure and must direct the flow away from the building, to side or rear yard swales not onto walks or driveways and not towards adjacent property.

9.24 Minimum Basement Elevations

If required, the Developer agrees to submit a plan for approval to the Director of Infrastructure Services, detailing the basement control elevations for individual dwellings or structures within the Plan of Subdivision and to ensure compliance with approved basement control elevations.

10. Completion, Maintenance, Acceptance and Assumption of Works

10.1 Condition Precedent

The performance by the Developer of its obligations in this Agreement to the satisfaction of the Director of Infrastructure Services shall be a condition precedent to the approval, maintenance, acceptance and assumption of the Works or any of them by the Town.

10.2 Time to Complete Servicing

The Developer shall proceed with the installation or construction of the Works required by this Agreement and the approved Plans with all reasonable dispatch and shall complete:

- a) all required Primary Services within one year after the date of registration of the Plan of Subdivision; and
- b) all required Secondary Services not later than three (3) years after completion of the Primary Services or forthwith after 80% of the building construction has been completed whichever occurs earlier unless otherwise approved by the Director of Infrastructure Services.

The Director of Infrastructure Services may extend the time for completion of Primary and Secondary Services or any of them for such length of time as he or she may deem expedient upon written application of the Developer with reasons why the extension is required.

10.3 Roads

- a) Until Council passes an Assumption By-Law for Secondary Services assuming all the roads constructed, the Developer, on behalf of itself, its successors and assigns, including its successors in title to the Lands in the Plan of Subdivision, hereby releases, discharges and agrees to indemnify and save harmless the Town from and against all actions, causes of action, suits, claims and demands whatsoever and howsoever arising, and without limiting the generality of the foregoing, which may arise by reason of:
 - i) any alteration of the existing grade or level of any road or roads on the said Plan to bring the grade or level in accordance with the plans approved by the Director of Infrastructure Services;

- ii) any damage to the lands abutting on any road or roads shown on the Plan of Subdivision or to any building erected thereon arising from or in consequence of any such alteration of grade or level; and
 - iii) any damages or injuries (including death) to persons or damage to property occurring or arising on any road or roads on the said Plan of Subdivision, however caused.
- b) All road allowances shown on the Plan of Subdivision shall be named to the satisfaction of the Director of Infrastructure Services.

10.4 Completion Certificate for Primary Services

- a) Primary Services installation will not be considered complete by the Town until an inspection has been made by the Director of Infrastructure Services or his designate and the Completion Certificate for Primary Services has been issued by the Director of Infrastructure Services. The Director of Infrastructure Services shall be accompanied during his inspection by the Developer's Consulting Engineer. The Works shall be inspected and all deficiencies rectified to the complete satisfaction of the Director of Infrastructure Services, prior to the approval of the Completion Certificate for Primary Services.
- b) The Town may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Infrastructure Services, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.
- c) Prior to the Director of Infrastructure Services approving the Completion Certificate for Primary Services, the documentation listed in Sections 10.4 (d) and 10.4 (e) must be provided to the Director of Infrastructure Services in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Infrastructure Services:
 - i) Certificate(s) verifying that all primary services were installed and constructed in accordance with approved plans and specifications;
 - ii) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with Town standards;
 - iii) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;
 - iv) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
 - v) Copies of the hydrant test reports and fire flow test reports;
 - vi) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit T.V.;
 - vii) Copies of the storm and sanitary sewer inspection video tape(s) and documentation;
 - viii) Certificate stating that the approved Tree Preservation Plan has been complied with including a Clearance Letter from the Region (if applicable);

- ix) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;
 - x) Certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;
 - xi) The original Drawings showing each of the said works “As Constructed” together with electronic drawing files in AutoCAD format using Town of Fort Erie Drafting Standards; and
 - xii) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.
- e) The Developer shall provide the Director of Infrastructure Services with:
- i) a Statutory Declaration from the Developer in a form satisfactory to the Director of Infrastructure Services setting out the Works completed and verifying:
 - 1. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - 2. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - 3. That there are no outstanding debts, claims or liens in respect of such works.
 - f) Subject to Sections 10.4(d) and 10.4 (e) hereof, upon receipt of the required documentation and the Director of Infrastructure Services’ satisfaction that the installation and construction of all Primary Services has been completed in accordance with this Agreement and approved Plans, the Director of Infrastructure Services, shall date and approve the Completion Certificate of Primary Services.

10.5 Completion Certificate for Secondary Services

- a) Secondary Services installation will not be considered complete by the Town until an inspection has been made by the Director of Infrastructure Services or his designate and the Completion Certificate for Secondary Services has been issued by the Director of Infrastructure Services. The Director of Infrastructure Services shall be accompanied during his inspection by the Developer’s Consulting Engineer. The Works shall have been inspected and all deficiencies rectified to the complete satisfaction of the Director of Infrastructure Services, prior to the approval of the Completion Certificate for Secondary Services.
- b) The Town may withhold approval of a Completion Certificate if, in the sole opinion of the Director of Infrastructure Services, the Developer is in default of its obligations pursuant to this Agreement or the approved Plans.

- c) Prior to the Director of Infrastructure Services approving the Completion Certificate for Secondary Services, the documentation listed in Sections 10.5 (d) and 10.5 (e) must be provided to the Director of Infrastructure Services in a single submission package.
- d) The Developer's Consulting Engineer shall provide to the Director of Infrastructure Services:
 - i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications; and
 - ii) If required, the original Mylar Drawings showing each of the said works as constructed together with electronic drawing files in AutoCAD format using Town of Fort Erie Drafting Standards.
- e) The Developer shall provide the Director of Infrastructure Services with a Statutory Declaration from the Developer in a form satisfactory to the Director of Infrastructure Services setting out the Works completed and verifying:
 - i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - iii) that there are no outstanding debts, claims or liens in respect of such works.
- f) Subject to Sections 10.5(d) and 10.5(e) hereof, upon receipt of the required documentation and the Director of Infrastructure Services' satisfaction that the installation and construction of all Secondary Services has been completed in accordance with this Agreement and approved Plans, the Director of Infrastructure Services shall date and approve the Completion Certificate for Secondary Services.

10.6 Maintenance of the Subdivision

- a) The Developer shall be responsible for the general tidy appearance of the entire Lands until completion of all building, and carry out all weed cutting and maintenance on all unsold lands and all unassumed roads to the satisfaction of the Director of Infrastructure Services.
- b) The Developer shall adequately maintain all roads, sidewalks and pedestrian walkways within the Plan of Subdivision free from mud, debris, building materials, and other obstructions, to the satisfaction of the Director of Infrastructure Services until Council passes an Assumption By-Law for Secondary Services.
- c) The Developer shall be responsible to control weeds and to maintain vacant lands free from debris, waste building materials, tree stumps, discarded boulders, and other refuse, and shall notify any purchaser, in writing, to refrain from dumping on such vacant lands, including lands dedicated by it to the Town for municipal purposes.

- d) The Developer shall maintain the Works, and every part thereof, in perfect order and in complete repair for the duration of the Maintenance Guarantee Period and shall repair in a permanent manner satisfactory to the Director of Infrastructure Services any and all damage or injury to the Works, both during construction and during the period of maintenance as aforesaid.
- e) Should the Developer, for any reason, fail to carry out the repairs or maintenance, including weed control, when requested by the Town, the Director of Infrastructure Services, at his sole option, after giving the Developer twelve (12) hours written notice, may perform the repairs or maintenance and all costs, charges and expenses so incurred shall be borne by the Developer. The decision of the Director of Infrastructure Services shall be final as to the necessity of repairs or of any work done or required to be done. Any costs incurred by the Town not reimbursed by the Developer forthwith may be collected by the Town in like manner as municipal taxes as provided in *The Municipal Act* and with the same priorities as taxes that are overdue and payable.
- f) The Developer's obligation to maintain the Works as aforesaid shall commence on the approval date of the Completion Certificate for the Works and extend for a **minimum of one (1) year or until the Director of Infrastructure Services approves the Certificate of Final Acceptance for such Works whichever occurs last** (this period is herein referred to as the "Maintenance Guarantee Period").
- g) The Maintenance Guarantee Period for Primary Services shall commence on the date the Director of Infrastructure Services approves the Completion Certificate for Primary Services.
- h) The Maintenance Guarantee Period for Secondary Services shall commence on the date the Director of Infrastructure Services approves the Completion Certificate for Secondary Services.

10.7 Certificate of Final Acceptance

- a) Upon expiration of the one year Maintenance Guarantee Period for Primary Services or Secondary Services as the case may be, and upon receipt of written application by the Developer, the applicable Works will be inspected by the Director of Infrastructure Services, and provided all deficiencies have been rectified to his satisfaction and the Developer is not in default of the terms of this Agreement, the subject Works shall be accepted by the Town and the Director of Infrastructure Services shall approve the Certificate of Final Acceptance prepared by the Developer's Consulting Engineer provided the requirements identified in Schedule C of the Certificate of Final Acceptance have been met.
- b) The Developer is required to submit a certificate from a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars (SIB's) shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Infrastructure Services approving the Certificate of Final Acceptance for Secondary Services.
- c) If upon inspection of the applicable Works all deficiencies have not been rectified to the complete satisfaction of the Director of Infrastructure Services the Maintenance Guarantee Period shall be extended until such time as all deficiencies have been rectified and

the Certificate of Final Acceptance has been approved by the Director of Infrastructure Services.

- d) The Director of Infrastructure Services may withhold approval of a Certificate of Final Acceptance for Primary or Secondary Services, if, in the sole opinion of the Director of Infrastructure Services, the Developer is in default of its obligations to inspect, repair, construct or maintain any of the Works pursuant to this Agreement and the approved Plans.
- e) Prior to the Director of Infrastructure Services approving the Certificate of Final Acceptance for Primary Services, the Developer shall deliver to the Town satisfactory proof of installation and construction of the aforesaid electrical transmission and distribution system and the street lighting system, which shall have been approved and/or accepted by a utility supplier satisfactory to the Town, and upon Council passing the Assumption By-Law for Primary Services the Town will assume the street lighting system into the Town's street light inventory.

10.8 Assumption of Municipal Services

- a) The Developer hereby acknowledges that upon assumption by the Town of the municipal services required to be installed and constructed by this Agreement and the approved Plans, all such municipal services shall wholly vest in the Town without payment therefor, free and clear of all claims and liens and the Developer shall have no right, title or interest therein. Municipal services shall be assumed by the Town by Council passing:
 - i) an Assumption By-Law for Primary Services after the Director of Infrastructure Services approves the Certificate of Final Acceptance for Primary Services; and
 - ii) an Assumption By-Law for Secondary Services after the Director of Infrastructure Services approves the Certificate of Final Acceptance for Secondary Services.
- b) The Assumption By-Law for Primary Services shall not include the following Primary Services:
 - i) the streets and roadways constructed by the Developer within the Plan of Subdivision; and
 - ii) the Utility Services other than the streetlights.
- c) The Assumption By-Law for Secondary Services shall include the following Primary/Secondary Services:
 - i) finished streets and roadways as constructed by the Developer within the Plan of Subdivision; and
 - ii) all Secondary Services constructed by the Developer in accordance with the approved Plans and this Agreement.

11. Permits, Fees, Deposits and Occupancy

11.1 Building Permits – Issuance

The Developer covenants and agrees not to apply for building permits until:

- a) all Primary Services have been completed and a Certificate of Completion for Primary Services has been approved to the satisfaction of the Director of Infrastructure Services;
- b) the Town has on file an approved Subdivision Grading Plan;
- c) the Developer has completed the following grading works:
 - i) rough grading of all Lots to generally conform to the Subdivision Grading Plan;
 - ii) construction and sodding of all major overland flow drainage swales and other erosion control devices deemed necessary by the Town for the Lands;
- d) the Town has on file an approved Proposed Individual Lot Grading Plan;
- e) the Town's Fire Department has confirmed that an adequate water supply for firefighting operations and satisfactory access for firefighting equipment is available to service the Lands;
- f) the Town is satisfied all terms and conditions of this Agreement have been complied with insofar as they apply at that point in time; and
- g) the Developer has otherwise complied with all applicable law.

The Developer acknowledges that a building permit will not be issued until:

- a) the Town is in receipt of all applicable fees and deposits including, without limiting the generality of the foregoing:
 - i) Development fees at the prevailing rate as prescribed by the most recent of the Town's Development Charges By-law, the Niagara Region's Development Charges By-law and the Niagara Catholic District School Board's Development Charges By-law and amendments thereto;
 - ii) the Lot Grading Deposit;
 - iii) Building Permit application fee;
 - iv) Plumbing Permit application fee;
 - v) Water meter fee;
 - vi) Service Main connection application and fee, if applicable; and
 - vii) Any other fees, deposits or payments required under this Agreement or applicable By-laws.

11.2 Service Main Connections

Prior to making any connections, if required, to existing municipal services the Developer shall submit to the Town, completed Connection Permit applications and applicable fees for connection to existing sewer

or water mains. No connection shall be made until the Connection Permits are approved by the Town's Infrastructure Services Department.

11.3 Development Charges

- a) Information on the current development charges from time to time may be obtained from the Building Department of the Town of Fort Erie and from the Regional Municipality of Niagara;
- b) The Developer acknowledges and confirms that in addition to the Development Charges that may be applicable, the Developer shall also be responsible for all charges, payments, Works to be constructed or installed, studies to be carried out and all other obligations contained in this agreement and the cost thereof.
- c) The Developer hereby releases and forever discharges the Town from any and all claims for credit against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

11.4 Occupancy

Unless otherwise determined by the Chief Building Official, no dwelling, including model units, shall be occupied:

- a) until the Director of Infrastructure Services has approved the Certificate of Completion for Primary Services; and
- b) until a final inspection has been completed and a Letter of Occupancy is issued by the Chief Building Official.

11.5 Model Units

The Developer agrees to pay all applicable permit fees and development charges for the buildings or structures constructed as model units, and shall otherwise comply with Section 11 herein, prior to a Letter of Occupancy being issued for said units.

11.6 Water Meters

All new homes constructed shall be equipped with water meters at the sole expense of the Developer.

12. Security Deposits and Cash Payments

12.1 General

- a) The Developer shall be responsible for the full amount of the cost for the design, construction, installation, servicing and maintenance of the Works for the Plan of Subdivision together with all Town inspection charges, engineering, administrative and consulting fees and in order to guarantee compliance with all conditions contained herein, the Developer shall be required to post security and cash payments on account of aforesaid costs, charges and fees in accordance with Schedule "F" annexed hereto prior to execution of this Agreement by the Town. The security should be in the form of a standby Letter or Letters of Credit with

automatic renewal provision, in a form approved by the Town. The Developer covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the Letter of Credit becomes due or until such time as the Town returns the Letter of Credit in accordance with the provisions of this agreement.

- b) The Developer acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any provision of this Agreement, whether or not such work or matter is specifically secured by way of Letter of Credit, and the Developer fails to comply within seven (7) days of being given written notice with a direction to carry out such work or matter, the Town may draw on the Letter of Credit 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.
- c) The Developer acknowledges and agrees that the Town reserves the right to draw on and use the proceeds from the Letters of Credit 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 Town determines that any reduction in the Letter of Credit 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 Town will not be obligated to reduce or release the Letter of Credit as by the particular provision until such time as such work is satisfactorily completed, or the Town has sufficient security to ensure that such work will be completed.
- d) Whenever in this Agreement a Letter of Credit is required to be filed with the Town, the Developer may instead deposit cash or a certified cheque to be cashed in an amount equal to the Letter of Credit and such deposit shall be held by the Town as security in accordance with this Agreement provided that no interest shall be payable on any such deposit.
- e) The Developer acknowledges that upon the transfer of any ownership of the Lands, the Town will not return any Letters of Credit or cash deposit required under this Agreement until the new Developer files a substitute Letter or Letters of Credit or cash or certified cheque in the required amounts with the Town.
- f) The Developer acknowledges that for the purpose of determining the amount of security to be posted prior to execution, the Developer's Engineer shall provide the Town with an estimate of the cost of design, construction, supervision, inspection and maintenance of all Works. Security to be posted for Primary Services and Secondary Services and Town inspection charges, engineering, administrative and consulting fees shall be calculated, in a manner satisfactory to the Director of Infrastructure Services, on the basis of the Developer's Engineer's estimated cost of design, construction, supervision, inspection and maintenance of all Works as set out in Schedule "F" annexed hereto.
- g) From time to time, upon written request, the Developer's Engineer shall be required to certify in writing the actual cost of design, construction and maintenance of all Works installed and

constructed to date, and the estimated cost of all outstanding Works, and the Director of Infrastructure Services may adjust the amount of security required if the actual cost of construction of all Works, installed and constructed to date or the estimated cost of all outstanding Works exceeds the original estimated costs as set out in Schedule "F" annexed hereto and the Developer shall be required to obtain, and the Developer hereby covenants to obtain, an amendment to the security to give effect thereto. In the event the Developer fails to increase the amount of security within seven (7) days of receipt of aforesaid written notice, then the Developer shall be deemed to be in Final Default of the terms and conditions of this Agreement.

12.2 Cash Payments

- a) Prior to the execution of this Agreement by the Town, as security for payment of services to be rendered by the Town and its agents as required by this Agreement, and for presently outstanding payments owing to the Town, the Developer shall, in accordance with Schedule "F" annexed hereto, deposit with the Town cash payment and cash security as set out in Schedule "F", which security shall include, but not be limited to the following:
1. all arrears of taxes and all current taxes and local improvement charges assessed against the lands described in Schedule "A" annexed hereto; and
 2. the Town's engineering, administrative, consulting, and inspection costs for this Agreement, approval of the Plans, and enactment of By-laws, shall be payable in cash to the Town at the time of signing of this Agreement calculated on the following basis:
 - i. where the costs of construction of all works is less than \$100,000.00, the charge shall be calculated at 4% of such cost up to maximum of \$4,000.00;
 - ii. where the costs of construction of all works is between \$100,000.00 and \$500,000.00, the charge shall be calculated at 3.5% of such cost up to maximum of \$15,000.00; and
 - iii. where the costs of construction of all works is in excess of \$500,000.00, the charge shall be calculated at 3% of such cost.
- b) The Developer shall reimburse the Town, all legal costs incurred by the Town associated with the preparation, administration and registration of this Agreement.

12.3 Letter of Credit for On-Site Primary Services

- a) The Developer shall deposit with the Treasurer of the Town, prior to execution of this Agreement, a Letter of Credit in the amount of 15% of the estimated cost of the design and construction of all Primary services to be constructed within the boundaries of the Plan of Subdivision (herein referred to as "On-Site Primary Services"). On default by the Developer in providing the On-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the Town shall be entitled to call upon such security deposit to pay for the completion of such On-Site Primary Services. **Upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act***

with respect to the construction of On-Site Primary Services, the Town shall also be entitled to call upon the said Letter of Credit.

- b) For On-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than 15% of the estimated cost of uncompleted On-Site Primary Services plus 5% of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of On-Site Primary Services secured under Section 12.3 of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Guarantee Period an amount equal to 10% of the total actual cost of On-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the On-Site Primary Services by the Town. Upon assumption in accordance with the provisions of this Agreement, the 10% Maintenance Guarantee hereinbefore referred to may be released by the Treasurer to the Developer.

12.4 Letter of Credit for Off-Site Primary Services

- a) The Developer shall deposit with the Treasurer of the Town, prior to execution of this Agreement, a Letter of Credit for 100% of the costs of design and construction of all Primary Services outside the boundaries of the Plan of Subdivision (herein referred to as "Off-Site Primary Services"). On default of the Developer in providing the Off-Site Primary Services in accordance with the provisions of this Agreement and/or the approved Plans, the Town shall be entitled to call upon such security deposit to pay for the completion of such Off-Site Primary Services. The Town shall also have the right to call upon the said security deposit upon receipt of Claims for Liens filed pursuant to the provisions of the *Construction Lien Act* with respect to Off-Site Primary Services.
- b) For Off-Site Primary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release security deposits, provided that at no time shall the amount retained be less than 100% of the estimated cost of uncompleted Off-Site Primary Services plus 10% of the actual cost of completed works. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Off-Site Primary Services secured under Section 12.4 a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.

- c) The Treasurer shall retain as security for the Maintenance Guarantee Period an amount equal to 10% of the total actual cost of Off-Site Primary Services completed to guarantee the workmanship and materials of the Works until assumption of the Off-Site Primary Services by the Town. Upon assumption in accordance with the provisions of this Agreement, the 10% Maintenance Guarantee hereinbefore referred to may be released by the Treasurer to the Developer.

12.5 Letter of Credit for Off-Site and On-Site Secondary Services

- a) The Developer shall deposit with the Treasurer of the Town, prior to execution of this Agreement, a Letter of Credit in the amount of 120% of the costs of design and construction of all Off-Site and On-Site Secondary Services. On default of the Developer in providing the Secondary Services in accordance with the provisions of this Agreement and/or the approved Plans, the Town shall be entitled to call upon such security deposit in order to pay for the completion of such Secondary Services. The Town shall also have the right to call upon the said security deposit upon receipt of Claims for Lien filed pursuant to the provisions of the *Construction Lien Act* with respect to Secondary Services.
- b) For all Secondary Services, the Treasurer, from time to time, upon written application of the Developer, may reduce or release such security deposits, provided that at no time shall the amount retained be less than 120% of the estimated cost of uncompleted Secondary Services. Before reduction or release of any security deposit, the Treasurer, from out of the security deposit, may pay firstly, into court or in settlement, any liens arising pursuant to the provisions of the *Construction Lien Act* with respect to the construction of Secondary Services secured under Section 12.5 a) of this Agreement; secondly, any engineering, consulting, administrative and legal costs still owing; thirdly, any arrears of taxes; fourthly, taxes for the then current year whether levied or unlevied, based on the assessment applicable; and finally, shall return the balance, if any, to the Developer.
- c) The Treasurer shall retain as security for the Maintenance Guarantee Period an amount equal to 10% of the total actual cost of Secondary Services completed to guarantee the workmanship and materials of the Works until assumption of Secondary services by the Town. Upon assumption in accordance with the provisions of this Agreement, the 10% Maintenance Guarantee hereinbefore referred to may be released by the Treasurer to the Developer.

12.6 Upon written demand by the Director of Infrastructure Services and upon the Developer making application for release of security, the Developer shall deliver to the Town, a statutory declaration by or on behalf of the Developer stating:

- a) the date of completion of the subject services;
- b) Works completed to date;
- c) all accounts that have become due and payable in connection with the construction, installation, inspection, repair and maintenance of the subject services have been paid; and

- d) all requirements of the *Construction Lien Act* have been complied with to date and proof of expiration of liens under the *Construction Lien Act*.

13. Tenders, Insurance and Bonding

13.1 If required by the Town, the Developer shall call for tenders for the Works in accordance with the Town's Tendering Policy (By-law No. 111-95). Where the Town requires the Developer to call for tenders, any tender proposed to be accepted by the Developer shall not be accepted until same has been approved in writing by the Director of Infrastructure Services.

13.2 Prior to commencement of any Works, the Developer shall, at his sole expense, provide the Town with:

- a) a copy of the contractor's Performance and Maintenance Bond and Labour and Material Payment Bond each for One Hundred Percent (100%) of the contract sum plus applicable sales taxes. The aforesaid Bonds shall unconditionally guarantee to the Developer and the Town that the Works will be satisfactorily completed and maintained within the terms of the contract, this Agreement and the approved Plans up to the face value of the bond. Without limiting the generality of the foregoing, such Bonds shall cover extensions to the contract, modifications thereof, and the Maintenance Guarantee Period. The bonding company shall not replace a prime contractor or sub-contractor without prior written approval of the Director of Infrastructure Services. Bonding companies are subject to acceptance by the Town;
- b) a certified copy of the Developer's third party All Risks and Perils Insurance Policy with Third Party Coverage naming the Town as an additional insured in a form satisfactory to the Town as follows:
 - i) the policy is to be written on the comprehensive form including contractual liability and complete operations with an inclusive limit of two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
 - ii) the Liability Insurance Policy shall not contain any exclusions for damage to property, support of any property, building or land arising from the removal or weakening of support of any property, building or land whether such support be natural or otherwise and shall not contain an exclusion for blasting;
 - iii) the Standard Automobile Policy shall cover both owned and non-owned vehicles with inclusive limits of not less than two million dollars (\$2,000,000.00) bodily injury (including death) and property damage with a deductible not greater than one thousand dollars (\$1,000.00);
 - iv) excess umbrella liability coverage of four million dollars (\$4,000,000.00) for all risks included in (i) and (ii) above shall be provided with a retained limit up to ten thousand dollars (\$10,000.00);
 - v) "Cross Liability" and "Severability of Interest" clauses or endorsements shall be provided;

- vi) an endorsement will be provided to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Town from the insurer;
- vii) the premium for the said policies shall be paid initially for a period of two (2) years and the policy shall be renewed for further one-year periods until all Works required under this Agreement are installed and assumed by the Town;
- viii) The policy of insurance shall not be construed as relieving the Developer from responsibility for the deductibles or other or larger claims, if any, for which the Developer or Town may be held responsible;
- c) a certificate from the Worker's Safety Insurance Board certifying the contractor is in good standing with the Board; and
- d) satisfactory evidence the contractor is qualified, experienced and has the equipment to successfully complete the Works.

14. Default

14.1 Upon breach by the Developer of any covenant, term, condition or requirement of this Agreement, any contract awarded for the Works or the approved Plans, or upon the Developer becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Developer to be in default. Notice of such default shall be given by the Town, and if the Developer shall not remedy such default within such time as provided in the notice, the Town may declare the Developer to be in Final Default under this Agreement and shall then forthwith give notice thereof to the Developer. Upon notice of default having been given, the Town may require all work by the Developer, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid to cease. Upon Final Default of the Developer, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- a) enter upon the land shown on the said Plan of Subdivision, by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Developer, and collect the cost thereof from the Developer and/or enforce any security available to it;
- b) make any payment which ought to have been made by the Developer and upon demand collect the amount thereof from the Developer and/or enforce any security available to it;
- c) retain any sum of money heretofore paid by the Developer to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- d) assume any work or services whether the same have been completed or not, and thereafter the Developer shall have no claim or title thereto or remuneration therefor;
- e) bring action to compel specific performance of all or any part of this Agreement, or for damages or other relief or remedy; or

- f) exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law or in equity.

14.2 Developer shall be deemed to be in Final Default if:

- a) the Town receives written notice from the Bank of its intention to not renew the Letter of Credit;
- b) the Developer has not made provision for renewal at least thirty (30) days prior to the date of maturity of any Letter of Credit posted;
- c) the Town receives written notice from the insurance company or the Developer's agent that any insurance policy filed by the Developer with the Town is being altered, cancelled or allowed to lapse;
- d) the Developer has not made provision for renewal at least thirty (30) days prior to the date of expiry of any insurance policy, Performance and Maintenance Bond or Labour and Material Payment Bond;
- e) upon sale of the Lands the new Developer has not delivered to the Town, replacement security deposits; or
- f) the Developer fails to increase security as required by the provisions of this Agreement.

15. Interpretation

It is hereby agreed that in construing this Agreement the words "Developer" and the personal pronoun "he", "it", "his" or "him" relating thereto and used therewith, shall be read and construed as "Developer or Developers", and "he", "she", "it" or "they", "his", "hers", "its" or "their", and "him", "her", "it" or "them" respectively, as the number and gender of the Party or Parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

IN WITNESS WHEREOF the Parties have hereunto caused their seals to be affixed and attested by their proper signing officers and the individual Parties have hereunto set their hands and seals, as of the date hereof.

SIGNED, SEALED and DELIVERED in the Presence of:

)
) **DEVELOPER'S NAME (ALL CAPS)**
)
) Per:
)
)
)
)
) _____
) **Signing Officer's Name, Title**
)
) I have authority to bind the corporation
)
) Date: _____
)
)
)
) **THE CORPORATION OF THE TOWN**
) **OF FORT ERIE**
)
) Per:
)
)
)
) _____
) Wayne Redekop, Mayor
)
) Per:
)
)
) _____
) Laura Bubanko, Town Clerk
)
) Date: _____
)
)
)
)
)

SCHEDULES

- A. Description of Lands
- B. Lands Conveyed for Public Purposes
- C. Required Municipal Easements
- D. Required Utility Easements
- E. List of Approved Drawings
- F. Security and Financial Requirements
- G. Draft Plan Conditions
- H. Outstanding Claims, Liens or Encumbrances
- I. Special Provisions

SCHEDULE "A"

Description of Lands

Lt 54 PI 410 & Pt Blks BB & CC PL544 designated as Parts 1, 2, 3, 4, 5, 6, 7, 8 & 9 on 59R-14637 except 59M-415; S/T an easement over Pt Blk CC Plan 544 being Pt 2 Plan 59R-14637 as in AA99942; S/T as easement over Pt Blk CC PI 544 being Pt 3 Plan 59R-14637 as in RO373737; S/T an easement over Pt Blk CC PI 544 being Pts 4 & 5 Plan 59R-14637 as in RO261458; S/T an easement over Pt Blk CC PI 544 being Pts 5, 6 & 7 Plan 59R-14637 as in RO426027; T/W easement over Blk 189 PI 59M-208 as in SN227060; S/T easement over Lt 54 PI 410 & Pt Blks BB & CC PI 544 designated as Parts 1, 2, 3, 4, 5, 6, 7, 8 & 9 on 59R-14637 as in SN420838; subject to an easement in gross over Pt 1 59-15209 as in SN451751; Town of Fort Erie, BEING ALL OF PIN NO. 64187-0253 (LT).

SCHEDULE "B"

Lands Conveyed for Public Purposes

The Developer shall convey free and clear of all encumbrances and at its own expense, the following lands to The Corporation of the Town of Fort Erie:

1. Block 50 for parkland purposes;
2. Block 1 for a Stormwater Management Facility and maintenance roadway; and
3. Blocks 52 and 53 for 0.30m (1') reserves

as laid out on the preliminary Plan of Subdivision (59M-)

SCHEDULE "C"

Required Municipal Easements

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Corporation of the Town of Fort Erie; over, under and through:

1. Parts 1 to 29, inclusive, for storm drainage purposes

as laid out on the preliminary Reference Plan.

The Developer shall convey free and clear of all encumbrances and at its own expense, an easement to The Regional Municipality of Niagara; over, under and through:

1. Parts 1 to 6, inclusive, for sanitary sewer purposes

as laid out on Reference Plan 59R-15562.

SCHEDULE "D"

Required Utility Easements

None

SCHEDULE "E"

List of Approved Drawings

1. Notes, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-A, or the latest revision thereof.
2. Details, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-B, or the latest revision thereof.
3. General Plan of Services, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-1, or the latest revision thereof.
4. Grading Plan, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-2A, or the latest revision thereof.
5. Grading Notes & Details, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-2B, or the latest revision thereof.
6. Grading Plan, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-2C, or the latest revision thereof.
7. Watermain Distribution Plan, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-3, or the latest revision thereof.
8. Erosion & Sedimentation Control Plan, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-4A, or the latest revision thereof.
9. Erosion & Sedimentation Control Notes & Details, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-4B, or the latest revision thereof.
10. Ryan Avenue (0+000 – 0+240), South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-5, or the latest revision thereof.
11. Ryan Avenue (0+240 – 0+390), South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-6, or the latest revision thereof.
12. Ryan Avenue (0+380 – 0+620), South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-7, or the latest revision thereof.
13. Conveyance Channels, South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated May 2015 as Drawing No. K-2015-050-8, or the latest revision thereof.
14. Storm Drainage Area Plan (Current), South Coast Village (Phase 2) prepared by A. J. Clarke and Associates Ltd., dated June 2015 as Drawing No. K-2015-050-9, or the latest revision thereof.

SCHEDULE "F"
Security and Financial Requirements
(Includes 10% Engineering, 10% Contingency and 13% HST)

ON-SITE PRIMARY SERVICES

Watermain and Appurtenances	\$235,040.00
Sanitary Sewers and Services	\$287,300.00
Storm Sewers and Appurtenances including Storm Water Management Facility	\$862,760.00
Site Preparation, Grading and Granular 'A' Base	\$316,280.00
Concrete Curb and Gutter	\$75,000.00
HL8 Base Course Asphalt	\$257,130.00
Electical Distribution System and Site Lighting	\$138,450.00
	<hr/>
	\$2,171,960.00
15% of On-Site Primary Services	\$325,790.00 (1)

ON-SITE & OFF-SITE SECONDARY SERVICES

Surface Course Asphalt	\$115,150.00
Walkways	\$47,670.00
Landscaping & Plantings	\$110,950.00
Driveway Aprons	\$26,270.00
Grading and Sodding/ Planting of Boulevards	\$17,770.00
Retaining Wall for Lots	\$57,430.00
	<hr/>
	\$375,240.00
120% of On-Site & Off-Site Secondary Services	\$450,290.00 (2)

TOTAL CONSTRUCTION OF SERVICES **\$2,547,200.00**

DEPOSIT TO GUARANTEE THE CLEANING OF THE STORMWATER MANAGEMENT FACILITY PRIOR TO ASSUMPTION OF SECONDARY SERVICES **\$15,000.00 (3)**

ENGINEERING, ADMINISTRATION and INSPECTION FEES **\$55,890.00 (4)**
 [Calculated at 3.0% of construction estimate]

DEPOSIT FOR LEGAL EXPENSES **\$2,065.00 (5)**

SERVICE CONNECTION PERMIT FEES

1 Sanitary Sewer Connection Fee	\$ 166.50	\$166.50
1 Storm Sewer Connection Fee	\$ 166.50	\$166.50
1 Watermain Connection Fee	\$ 166.50	\$166.50
0 Watermain Live Tap Fee	\$ 164.50	\$0.00
		<hr/>
		\$499.50 (6)

STREET, TRAFFIC & INFORMATION SIGNS

1 STOP Signs	\$ 200.00 + HST	\$226.00
1 Streetname Signs	\$ 200.00 + HST	\$226.00
		<hr/>
		\$452.00 (7)

WATERMAIN COMMISSIONING FEE **\$519.00 (8)**

REMOVAL OF HOLDING PROVISION **\$681.00 (9)**

SUMMARY:

A. LETTER OF CREDIT REQUIRED

Total of (1) + (2) + (3) **\$791,080.00**

B. CASH PAYMENT REQUIRED

Total of (4) + (5) + (6) + (7) + (8) +(9) **\$60,106.50**

SCHEDULE "G"

Draft Plan Conditions

SOUTHCOAST VILLAGE AT CRYSTAL BEACH

The conditions of final approval and registration of the Southcoast Village at Crystal Beach Plan of Subdivision by Marz Homes (Falcon) Inc. File No. 350308-0087 Town of Fort Erie are as follows:

1. That this approval applies to the Southcoast Village at Crystal Beach Plan of Subdivision – Block BB and Part of Block CC-Registered Plan No.81 now known as Plan 544 and Lot 54-Registered Plan 410, Town of Fort Erie, prepared by A.J. Clarke and Associates Ltd and signed by B.J. Clarke Ontario Land Surveyor dated September 1, 2015 showing 40 lots for single detached dwellings, 6 lots for townhouse dwellings, 1 block for future residential, 1 block for a park, 1 block for commercial and 1 block for a stormwater management facility.
2. That the Owner agrees in writing to satisfy all of the requirements, financial and otherwise, of the Town of Fort Erie concerning the provision of roads, watermain, sewers, drainage, storm water management, daylight triangles, easements, sidewalks, fire hydrants, streetlighting, including the upgrading of existing services and the restoration of existing roads damaged during the development of the Plan of Subdivision.

Further, at the Owner acknowledge and agrees in writing that the Town's standard road allowance width for new roads is 20 metres. Should it be determined that it is not practical to implement the proposed 18 metre road allowance, a 20 metre road allowance will be provided for the Erie Road extension to Ryan Avenue.
3. That the Owner deed Block 10, as shown on the Draft Plan to the Town for stormwater management facility, free and clear of any mortgages, liens and encumbrances.
4. That the Owner agree in writing to deed 0.3 reserves free and clear of any mortgages, liens or encumbrances to the Town on the Ryan Avenue (Erie Road extension) flankage of Blocks 7, 8 and 9.
5. That the Owner agrees to deed any and all easements that may be required for access utility and drainage purposes be granted to the appropriate authorities and utilities.
6. That all roads within the subdivision be conveyed to the Town of Fort Erie as public highways.
7. That the subdivision agreement include a clause requiring that each agreement of purchase and sale state that "Roof downspouts shall discharge only to ground surface via splash pads to either side or rear yards, with no direct connection to the storm sewer or discharge directed to the driveway or roadway".
8. That the subdivision agreement include a clause requiring that each agreement of purchase and sale state that "Public sidewalk installation will be in accordance with the terms of the subdivision agreement and as per the approved plans on file at Town Hall".
9. That the subdivision agreement include a clause requiring that each agreement of purchase and sale state that "The Owner (Developer) shall be responsible for

installing paved driveway aprons (maximum 6.0m wide) from curb to the property line or from the curb to the sidewalk” within municipal road allowances.

10. That the subdivision agreement include a clause requiring that the following warning clause regarding all the lots within the subdivision shall hereby be registered on title to the lands:

"All persons intending to acquire an interest in the real property by purchase or lease on this development are advised of the presence of a Stormwater Management Facility which will be subject to stormwater flows and periodic flooding due to seasonal rainfall and snowmelt. Portions of these lands may be impacted by fast flowing water, ponding, insect and animal habitat and odours associated with the designed use."

11. That the Owner submit for review and approval by the Town a Geotechnical Study and Hydrogeological Study, prepared by a qualified engineer, that verifies the soil bearing capacity, assesses bedrock elevations and groundwater conditions and recommends appropriate sewer pipe design, pipe bedding, backfill and roadway designs and appropriate mitigation measures to address groundwater issues encountered.

12. That the design of all Municipal and public utility services for the Subdivision be coordinated with adjacent development.

13. That the Owner prepare a detailed Subdivision Grade Control Plan showing both existing and proposed grades and the means whereby major storm flows will be accommodated across the site be submitted to the Town of Fort Erie.

14. That the Subdivision servicing phasing be to the satisfaction of the Town.

15. That the Owner shall enter into any agreement as required by utility companies for installation of services including the provision of street lighting all in accordance with the standards of the Town of Fort Erie. All utilities servicing the subdivision shall be underground.

16. That the streets be named to the satisfaction of the Town.

17. That the Owner agrees to construct 1.5 metre sidewalks on one side of all internal municipal streets within the subdivision and along the frontage of Ridgeway Road to the satisfaction of the Town.

18. That the design drawings for sanitary sewer and storm water drainage systems, including storm water management, to service this development be submitted to the Town of Fort Erie for review and approval.

19. That the design drawings for watermains required to service this development be submitted to the Town of Fort Erie for review and approval under the MOE Water License Program.

20. That prior to final approval for registration of this plan, the Owner shall obtain Environmental Compliance Approvals from the Ministry of Environment to the satisfaction of the Town of Fort Erie Director of Infrastructure Services for the necessary servicing (watermains, storm sewers, sanitary sewers and storm water management) for this development.

21. That prior to final approval or any on-site grading the owner shall submit to the Town of Fort Erie, the Niagara Peninsula Conservation Authority for review and approval two copies of a detailed stormwater management plan for the subdivision and the following plans designed and sealed by a suitably qualified professional engineer in accordance with the Ministry of the Environment documents entitled "Stormwater Management Planning and Design Manual" as

amended and updated, and “Stormwater Quality Guidelines for New Development”, as amended and updated, and in accordance with Town of Fort Erie’s Storm Drainage Guidelines, the Town of Fort Erie Lot Grading Policy, Town of Fort Erie Stormwater Management Facility Design, Operation and Maintenance Policy and Standards:

(a) Detailed lot grading and drainage plans, noting both existing and proposed grades and the means whereby overland flows will be accommodated across the site.

(b) Detailed sediment and erosion control plans.

Note: The Regional Municipality of Niagara will request the Niagara Peninsula Conservation Authority review the stormwater management plan and other related plans detailed on the Regions behalf and to submit comments to the Regional Planning & Development Services Department regarding the approval of these plans and the subsequent clearance of related conditions by Regional Staff. Please note that the NPCA’s fee for review of stormwater management plans is in addition to the Region’s final clearance fee.

22. That the subdivision agreement between the Owner and the Town of Fort Erie contain provisions whereby the Owner agrees to implement the approved stormwater management plan required in accordance with Condition 20, above.

23. That the Subdivision Agreement between the Owner and the Town be registered by the Municipality against the lands to which it applies in accordance with the Planning Act.

24. That approved Service Connection Permits must be obtained by the Owner from the Town for connection to existing sewers and watermains.

25. That the Owner shall provide daylight triangles (7m x 7m) at proposed intersections with Ridgeway Road.

26. That the Owner will be required to front end the cost to the upgrade adjacent external roads (Ryan Avenue) to an urban cross section, with storm sewer, curb & gutter and sidewalk. The storm sewer may need to be extended beyond the subject lands frontage to an approved outlet. These upgrade works are identified in the Development Charges Background Study (as part of Project CB 3) and Development Charge credits may be available. These details will be finalized in the Subdivision Agreement. Except for project design, no funds have been allocated for this project in previous budgets.

27. That the Owner shall be responsible for all associated costs to upgrade the east half of Ridgeway Road, across the frontage of the subject lands, to an urban cross section with curb & gutter, sidewalk, street trees and streetlights.

28. That the owner provide a letter of credit, *or an acceptable alternative*, and enter into a legal agreement for the water and wastewater portion of the Regional Development Charges within 12 months of Draft Plan Approval extension of the Plan of Subdivision, unless evidence of a complete Ministry of the Environment application for servicing has been received by the Region within this time.

Note: If the developer chooses to make any arrangements for a letter of credit and enter into a legal agreement for the water and wastewater portion of the Regional Development Charges within 12 months of the extension to Draft Approval, please contact Phill Lambert, P. Eng., Manager, Development Engineering, Planning and Development Services Department, at 905-685-4225, extension 3627.

29. That the design drawings for sanitary sewer and stormwater drainage systems required to service this development be submitted to the Regional Municipality of Niagara Planning & Development Services Department for review and approval. Note: The stormwater management scheme proposed for this development will require the direct approval of the Ministry of the Environment (Approvals Branch Toronto).
30. Environmental Compliance Approvals from the Ministry of Environment for servicing of this development shall be obtained to the satisfaction of the Regional Municipality of Niagara Planning & Development Services Department prior to final approval of the plan of subdivision for registration.
31. That the design of the subdivision be in accordance with the Region's waste collection policies to the satisfaction of Regional Municipality of Niagara Planning & Development Services Department.
32. That the Owner grants to the Niagara Region, at no cost, the easement shown as Parts 1 to 7 on Plan 59R-1460. Note: as the process can take an average of 8 weeks to process, the owner is encourage to contact Stephanie Tripp, Real Estate Officer, at 905-685-4225 extension 3327, at the earliest opportunity to discuss this matter.
33. That the stormwater management block be designed to protect, and ensure access to the Regional trunk sewer easement to the satisfaction of the Niagara Region.
34. That the subdivision agreement between the Owners and the Town of Fort Erie contain provision whereby the Owners agree to provide a landscape buffer along the southern property line adjacent to the Crystal Beach Wastewater Treatment Plant to separate and partially obstruct the view of the adjacent land use by means of a dense landscape screen of evergreen trees or a combination of solid screen fencing with evergreen deciduous trees, shrubs or berms.
35. That any further costs related to the RWDI Air Inc. peer review of the Ortech Environmental Air Quality Study be pay within 60 days of draft plan approval.
36. That prior to final approval of the plan of subdivision the Owner's implement the noise control measures recommended in the Noise Feasibility Study prepared by HGC Engineering (Feb.26, 2010) for the Crystal Beach Wastewater Treatment Plant to the satisfaction of the Niagara Region and at the sole expense of the Owner.
37. That the subdivision agreement between the Owners and the Town of Fort Erie contain provisions whereby the Owners agree to implement the road noise control measures recommended in the Noise Feasibility Study prepared by HGC Engineering (Feb. 26, 2010).
38. That the subdivision agreement between the Owners and the Town of Fort Erie contain provisions whereby the Owners agree to implement the odour control measures recommended in the Crystal Beach Peer Review prepared by RWDI Air Inc. (Sept. 26, 2011).
39. That the subdivision agreement between the Owners and the Town of Fort Erie and all Agreements of Purchase and Sale or Lease contain the following warning clauses:
 - i) Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Ministry of Environment's noise criteria.

- ii) This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed thereby ensuring that the indoor sound levels are within the Ministry of Environment's noise criteria.
 - iii) Purchasers/tenants are advised that due to the proximity of the Crystal Beach Wastewater Treatment Plant, noise and odour from the plant's operations may occasionally interfere with some activities of the dwelling occupants.
 - iv) This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed to assist with potential odour events associated with the operations of the nearby Crystal Beach Wastewater Treatment Plant.
40. That clearance for archeological resources be obtained from the Ministry of Tourism and Culture. No demolition, grading, or other soil disturbances shall take place on the subject property prior to the issuance of a letter from the Ministry of Tourism and Culture indicating that all archeological assessments or mitigation activities have met licensing and resource conservation requirements
41. The developer is hereby advised that prior to commencing any work within the Plan, the developer must confirm that sufficient wireline communication/telecommunication infrastructure is currently available within the proposed development. In the event that such infrastructure is not available, the developer is hereby advised that the developer may be required to pay for the connection to and/ or extension of the existing communication/ telecommunication infrastructure. If the developer elects not to pay for such connection to and/ or extension of the existing communication/ telecommunication infrastructure, the developer shall be required to demonstrate that sufficient alternative communication/ telecommunication facilities are available within the proposed development to enable at a minimum, the effective delivery of the communication/ telecommunication services for emergency management services.
42. That the owner shall in the agreement, in words satisfactory to Bell Canada, to grant to Bell Canada any easements that may be required for telecommunications services. Easements may be required subject to final servicing decisions. In the event of any conflict with the existing Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements.
43. Bell Canada requires one or more conduit(s) of sufficient size from each unit to the room(s) in which the telecommunications facilities are situated and one or more conduits from the room(s) in which the telecommunication facilities are located to the street line.
44. A blanket easement will be required over private condo lands.
45. That no tree removal, grading or soil disturbance to take place during the bird nesting season between May 1 and July 31 in accordance with the *Federal Migratory Birds Convention Act 1994* or as determined by the Town of Fort Erie.
46. That no tree removal, grading or soil disturbance shall take place until Council has given final approval to the subdivision; Council has permitted the developer to pre-service the subdivision; all of the servicing approvals have been given; and the owner has given to the Town all of the securities deposits required by the subdivision agreement or as determined by the Town of Fort Erie.
47. That if final approval is not given to this plan within three years of the approval date and no extensions have been granted, draft approval shall lapse. If the

owner wishes to request an extension to the draft period, a written explanation with reasons why the extension is required, together with a resolution from the local municipality must be received by the Region prior to the lapsing date.

Clearance of Conditions

Prior to granting approval of the final plan, the Town will require written confirmation from the following agencies that their respective conditions have been met satisfactorily:

◆ Regional Municipality of Niagara Planning & Development Services Department for Conditions 21, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40.

◆ Bell Canada for Condition 41, 42, 43, and 44.

1. THE LANDS REQUIRED TO BE REGISTERED UNDER THE LAND TITLES ACT:

a) Section 160(1) of the Land Titles Act which requires all new plans to be registered in the Land Titles system.

b) Section 160(2) allows certain exceptions.

2. WATER AND SEWER SYSTEMS

Inauguration or extension of a piped water supply, a sewage system or a storm drainage system is subject to the approval of the Ministry of Environment under Section 52 and 53 of the Ontario Water Resources Act, R.S.O. 1990.

3. CONVEYING

As the land mentioned above be conveyed to the Municipal Corporation may be more easily described in the conveyance by reference to a registered plan than by "metes and bounds" be it suggested that the description be so worded and be it further suggested the owner give to the Municipality an undertaking to deposit with the Clerk a properly executed copy of the conveyance concurrent with the registration of the plan.

4. In order to assist agencies listed above in clearing the conditions of final approval and registration of the plan, it may be useful to forward executed copies of the agreement between the owner and the Town to these agencies. In this instance this copy should be sent to:

Mr. Jeff Hoover, Engineering Supervisor
Canadian Niagara Power Inc
A Fortis Ontario Company
P.O. Box 1218
1130 Bertie Street
Fort Erie, Ontario L2A 5Y2

Mrs. Teresa Gray, Senior Development Planner
Regional Municipality of Niagara Planning & Development
Services Department
2201 St. David's Road, P.O. Box 1042
Thorold, Ontario L2V 4T7
Phone: 1-800-263-7215

Ms. Suzanne McInnes
Niagara Peninsula Conservation Authority
250 Thorold Road West, 3rd Floor
Welland, Ontario

L3C 3W2
Phone: 905-788-3135

Mr. Anthony Filice
Canada Post – Central Region
300 Wellington Street
London, Ontario N6B 3P2

Mr. William Coldicott, Manager – Land Services
Enbridge Gas Distribution Inc.
P.O. Box 650
Toronto, Ontario L2A 5Y2

Mr. Bill McKenzie, Implementation Manager
Bell Canada
P.O. Box 190
St. Catharines, Ontario L2R 6S9

5. REVIEW OF CONDITIONS

The applicants are advised that should any of the condition appear unjustified or their resolution appear to be too onerous they are invited to bring their concerns to Council's attention. Council will consider a request to either revise or delete conditions.

6. SUBDIVISION AGREEMENT

Prior to final approval for registration, a copy of the executed subdivision agreement for the proposed development should be submitted to the Regional Planning and Development Department for verification that the appropriate clauses pertaining to any of these conditions of approval have been included.

Note: The Regional Planning Department recommends that a copy of the draft agreement also be provided in order to allow for the incorporation of any necessary revisions prior to execution.

7. NOTE

The owner is advised that the appropriate Regional permits must be completed prior to any construction occurring within the regional right-of-way. The owner is advised that Service Connection Permits must be obtained from the Town for connection to existing sewers and watermains.

SCHEDULE "H"

Outstanding Claims, Liens or Encumbrances

1. Transfer Easement in favour of Provincial Gas Company Limited registered October 28, 1963 as Instrument Number AA99942;
2. Transfer Easement in favour of Her Majesty the Queen in Right of Ontario as Represented by the Minister of the Environment registered June 18, 1976 as Instrument Number RO261458;
3. Transfer Easement in favour of Her Majesty the Queen in Right of Ontario as Represented by the Minister of the Environment registered June 29, 1981 as Instrument Number RO373737
4. Assignment General by the Ontario Clean Water Agency for easement rights in favour of The Regional Municipality of Niagara registered February 24, 1998 as Instrument Number RO741599;
5. Notice of Subdivision Agreement in favour of the Corporation of the Town of Fort Erie registered November 20, 2014 as Instrument Number SN420471;
6. Transfer Easement in favour of Bell Canada registered on November 24, 2015 as Instrument Number SN420838;
7. Charge in favour of Royal Bank of Canada, registered on May 11, 2015 as Instrument Number SN433871;
8. Transfer Easement in favour of the Corporation of the Town of Fort Erie, registered November 11, 2015 as Instrument Number SN451751; and
9. Charge in favour of Royal Bank of Canada, registered on April 26, 2016 as Instrument Number SN466667.

SCHEDULE "I"

Special Provisions

1. Prior to registration of this Agreement by the Town, the Developer shall file with the Director of Community and Development Services, an Ontario Land Surveyor's Certificate verifying all Lots as laid out on the proposed Plan of Subdivision meet or exceed the minimum Lot area and Lot frontage provisions of the Town Zoning By-Law.
2. Phasing of the Subdivision as approved by the Town shall be subject to the following conditions:
 - a. In accordance with the Conditions of the Draft Plan of Subdivision, the Developer is required to front-end the costs of reconstructing Ryan Avenue to an urban standard from the Graeber Avenue to approximately 220 metres west. This work shall commence once 60% of the units of the plan of subdivision are complete. (Refer to Section 20 of Schedule "I" for details)
 - b. The Inhibiting Order for the remaining lands will remain in place until all conveyances to the Town and other agencies are completed and the Director of Infrastructure Services issues the Completion Certificate for Primary Services for the remaining lands.
 - c. Prior to development of Block 1 or Block 5, the Developer shall enter any further agreement the Town may require pursuant to the Planning Act or any other legislation.
3. The Developer shall carry out all and any additional temporary works necessitated by the phasing of construction of the Subdivision to the satisfaction of the Director of Infrastructure Services.
4. The Developer acknowledges and agrees to provide backflow preventors at each building sewer.
5. Notwithstanding the requirement of Sub-Paragraph 9.17 of the Subdivision Agreement, the Developer shall be responsible for tree plantings and tree maintenance within the road allowance fronting the lots in the subdivision as guaranteed by the Letter of Credit, in accordance with the agreement and to the satisfaction of the Director of Infrastructure Services. Prior to planting street trees, Developer shall confirm species and location with the Director of Infrastructure Services.
6. The Developer shall provide detailed lot grading and drainage plans noting both existing and proposed grades and the means whereby overland flows will be conveyed across the site to the satisfaction of the Town of Fort Erie.
7. The Developer acknowledges and agrees that all Offers to Purchase and Agreements of Purchase and Sale shall contain a clause clearly indicating that *"All building roof downspouts and sump pump discharge within this subdivision shall discharge only to ground surface via splash pads to either side or rear yards, with no direct connection to the storm sewer or discharge directed to the driveway or roadway."*
8. The Developer acknowledges and agrees that all Offers to Purchase and Agreement of Purchase and Sale shall contain a clauses clearly indicating that *"Public sidewalk construction at the Developer's expense shall be in accordance with the terms of the Subdivision Agreement and the approved plans on file at the Town."*

9. The Developer acknowledges and agrees that all Offers to Purchase and Agreement of Purchase and Sale shall contain a clause clearly indicating that the *“The Owner (Developer) shall be responsible for installing paved driveway aprons (maximum 6.0m wide) from curb to the property line or from the curb to the sidewalk within municipal road allowances.”*
10. The following warning clause regarding all the lots within the subdivision shall hereby be registered on title to the lands *“All persons intending to acquire an interest in the real property by purchase or lease on this development are advised of the presence of a Stormwater Management Facility which will be subject to stormwater flows and periodic flooding due to seasonal rainfall and snowmelt. Portion of these lands may be impacted by fast flowing water, ponding, insect and animal habitat and odours associated with their designed use.”*
11. The Developer shall make arrangements satisfactory to the Town of Fort Erie, Canada Post, Bell Canada, Enbridge Gas and other Public Utilities including Cable TV, for the provision of underground utility services internal and external to this development. Upon installation and acceptance by the Town, streetlights will be added to the Town’s inventory.
12. The Developer acknowledges and agrees to enter into an agreement with Canadian Niagara Power Inc. (CNPI) with respect to the design and installation of electrical facilities and street lighting and to provide CNPI with a construction schedule and a complete set of drawings including the final plan of subdivision and the servicing plans showing all grading and drainage, all storm and sanitary sewer, all water lines and all road, curb and sidewalk construction including road cross sections.
13. The Developer acknowledges and agrees that all Offers to Purchase and Agreements of Purchase and Sale negotiated prior to registration of the Plan of Subdivision shall contain a clause clearly indicating that *“sanitary sewer servicing allocations for this subdivision will not be assigned by the Region until the Plan of Subdivision is granted final approval for registration”*.
14. All references to Lots and Blocks in this Agreement are the Lots and Blocks as illustrated on the preliminary Plan of Subdivision (Plan 59M) for South Coast by Crystal Beach – Phase 2 prepared by A. J. Clarke and Associates and likewise all reference to the Parts in a draft Reference Plan (Plan 59R) for South Coast Village.
15. Prior to the execution of this Agreement by the Town, the Developer shall have filed with the Town, a Geotechnical and Hydrogeological Study to verify soil bearing capacity, bedrock depth and groundwater conditions and recommends, pond decommissioning procedures and fill specifications, appropriate sewer pipe design, pipe bedding and backfill and roadway designs and appropriate mitigation measures to address groundwater issues encountered.
16. The Developer shall be responsible for testing, removal and disposal of sediments within all catchbasins as per the MOE Regulations or guidelines prior to assumption of Primary Services and Secondary Services by the Town.
17. The Developer agrees to prepare a streetscape plan detailing street lighting, fencing, and enhanced landscaping treatment to be approved by the Director of Community and Development Services prior to construction of the Works, and the Developer further agrees to implement same in accordance with the Plans including the streetscape plan at the Developer’s expense, all to the satisfaction of the Director of Community and Development Services.
18. The Developer shall carry out or cause to be carried out all stormwater management techniques and works including re-vegetating all disturbed areas

and maintaining erosion and sediment control to the satisfaction of the Town of Fort Erie, the Regional Niagara Planning & Development Department, the Regional Niagara Public Works Department and the Niagara Peninsula Conservation Authority (NPCA) in accordance with the Ministry of Environment documents entitled "*Stormwater Management Planning and Design Manual*", March 2003, and "*Stormwater Quality Guidelines for New Development*", May 1991.

19. The Developer acknowledges and agrees that all Offers to Purchase and Agreements of Purchase and Sale negotiated prior to registration of the Plan of Subdivision shall contain a clause clearly indicating that: "*Sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Ministry of Environment's noise criteria.*"
20. The Developer acknowledges and agrees that all Offers to Purchase and Agreements of Purchase and Sale negotiated prior to registration of the Plan of Subdivision shall contain a clause clearly indicating that: "*This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed thereby ensuring that the indoor sound levels are within the Ministry of Environment's noise criteria.*"
21. The Developer acknowledges and agrees that all Offers to Purchase and Agreements of Purchase and Sale negotiated prior to registration of the Plan of Subdivision shall contain a clause clearly indicating that: "*Due to the proximity of the Crystal Beach Wastewater Treatment Plant, noise and odour from the plant's operations may occasionally interfere with some activities of the dwelling occupants.*"
22. The Developer acknowledges and agrees that all Offers to Purchase and Agreements of Purchase and Sale negotiated prior to registration of the Plan of Subdivision shall contain a clause clearly indicating that: "*This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed to assist with potential odour events associated with the operations of the nearby Crystal Beach Wastewater Treatment Plant.*"
23. The Developer acknowledges and agrees to provide a landscape buffer along the southern property line adjacent to the Crystal Beach Wastewater Treatment Plant which shall separate and partially obstruct the view of the adjacent land use by means of a dense landscape screen of evergreen trees or a combination of solid screen fencing with evergreen deciduous trees, shrubs or berms.
24. The Developer acknowledges and agrees to implement the noise control measures recommended in the Noise Feasibility Study prepared by HGC Engineering (Feb.26, 2010) for the Crystal Beach Wastewater Treatment Plant to the satisfaction of the Niagara Region and at the sole expense of the Developer.
25. The Developer acknowledges and agrees to implement the road noise control measures recommended in the Noise Feasibility Study prepared by HGC Engineering (Feb. 26, 2010).
26. The Developer acknowledges and agrees to implement the odour control measures recommended in the Crystal Beach Peer Review prepared by RWDI Air Inc. (Sept. 26, 2011).

APPENDIX “B”

PLANNING APPLICATION FEES

**Please refer to the Town of Fort Erie website for updated Development Charge Fees at www.town.forterie.ca
(or available upon request)**

**Please refer to the Town of Fort Erie website for updated Planning Application Fees at www.town.forterie.ca
(or available upon request)**

APPENDIX “C”

LETTER OF CREDIT - SAMPLE FORMAT

LETTER OF CREDIT - SAMPLE FORMAT

(Note: Security to be provided on Financial Institution's letterhead)

IRREVOCABLE STANDBY LETTER OF CREDIT BANK REFERENCE NO. for AMOUNT (CAN \$'S)

THE CORPORATION OF THE TOWN OF FORT ERIE
1 Municipal Centre Drive
Fort Erie, Ontario
L2A 2S6

We hereby authorize you to draw on (NAME AND ADDRESS OF BANK) for account of (NAME AND ADDRESS OF DEVELOPER), up to an aggregate amount of (FULL AMOUNT AS PER SUBDIVISION AGREEMENT) available on demand.

Pursuant to the request of our customer, the said (NAME OF DEVELOPER), we, (NAME OF BANK), hereby establish and give to you an Irrevocable Standby Letter of Credit in your favour in the total amount of Canadian (\$AMOUNT) which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you which demand we shall honour without enquiring whether you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to (NAME AND ADDRESS OF BANK) at such time as a written demand for payment is made upon us a certificate signed by you agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be and/or have been expended to obligations incurred or to be incurred by you in connection with a Subdivision Agreement between (NAME OF DEVELOPER) and The Corporation of the Town of Fort Erie regarding servicing works for the (NAME OF SUBDIVISION).

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing given to us from time to time by you.

This Letter of Credit will continue to (DATE*), and will expire on that date and you may call for payment of the full amount outstanding under this Letter of Credit at any time up to the close of business on that date. It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

Partial drawings are permitted. We hereby agree that drawing under this credit will be duly honoured upon presentations, and shall state that they are drawn under (NAME AND ADDRESS OF BANK) Letter of Credit no. (BANK REFERENCE NO.) dated (DATE).

(NAME OF BANK)

(Authorized Signature)

(Authorized Signature)

***Normally one calendar year after the date of issuance.**

APPENDIX “D”

DEVELOPMENT CHARGES

(Please refer to the Town of Fort Erie website for updated Development Charge Fees at www.forterie.ca or available upon request)

APPENDIX “E”

COST ESTIMATE OF WORKS - SAMPLE FORM

SAMPLE COST ESTIMATE

ON-SITE PRIMARY SERVICES		
1.	Watermains and Appurtenances	
2.	Sanitary Sewers and Services	
3.	Storm Sewers and Appurtenances including Stormwater Management Facility	
4.	Site Preparation, Grading and Granular A Base	
5.	Concrete Curb & Gutter	
6.	HL8 Base Course Asphalt	
7.	Electrical Distribution System and Streetlighting	
8.	Other (Specify, i.e. Rough Grading of Lots)	
	Sub-Total	

OFF-SITE PRIMARY SERVICES		
1.	Water Distribution System	
2.	Sanitary Sewer Collection System	
3.	Storm Sewer System	
4.	Site Preparation and Grading	
5.	Concrete Curb & Gutter	
6.	HL8 Base Course Asphalt	
7.	Electrical Distribution System and Streetlighting	
8.	Other (Specify)	
	Sub-Total	

ON-SITE & OFF-SITE SECONDARY SERVICES		
1.	HL3 Surface Course Asphalt	
2.	Concrete Sidewalk	
3.	Grading and Sodding of Boulevard	
4.	Driveway Paving	
5.	Fencing	
6.	Other (Specify)	
	Sub-Total	

SAMPLE COST ESTIMATE (Continued)

SECURITIES		
1.	15% of On-Site Primary Services	
2.	100% of Off-Site Primary Services	
3.	120% of Off-Site Secondary Services	
	TOTAL LETTER OF CREDIT REQUIRED	

CASH PAYMENT		
1.	Engineering, Administration & Inspection	
2.	Cash in Lieu of Parkland Dedication	
3.	Street and Traffic Signs	
4.	Other (Specify)	
	TOTAL CASH REQUIRED	

APPENDIX “F”

**TELEPHONE DIRECTORY / INFORMATION
SHEET**

TELEPHONE DIRECTORY/INFORMATION SHEET

Mr. Richard Brady, MA, RPP, MCIP

Director of Planning & Development
Services

(905) 871-1600 Ext. 2500

Ms. Kira Dolch, RPP, MCIP

Associate Director, Planning & Development
Services

(905) 871-1600 Ext. 2502

Mr. Jeremy Korevaar, C.E.T.

Coordinator, Development Approvals

(905) 871-1600 Ext. 2505

Mr. Matt Kernahan, RPP, MCIP

Senior Development Planner

(905) 871-1600 Ext. 2507

Mr. Keegan Gennings, CBO

Chief Building Official

(905) 871-1600 Ext. 2515

Mr. Kelly Walsh, P. Eng.

Director of Infrastructure Services

(905) 871-1600 Ext. 2402

Mr. Jason Marr, P. Eng

Manager of Engineering

(905) 871-1600 Ext. 2402

The Town of Fort Erie

1 Municipal Centre Drive

Fort Erie, Ontario L2A 2S6

Mr. Jeff Hoover

Canadian Niagara Power Company Limited

1130 Bertie Street, P.O. Box 1218

Fort Erie, Ontario L2A 5Y2

Phone: (905) 871-0330

Mr. Erik Acs

Regional Municipality of Niagara

Planning & Development Department

2201 St. David's Road, P.O. Box 1042

Thorold, Ontario L2V 4T7

Phone: 1-800-980-6000

Mr. Phill Lambert, P.Eng.

Regional Municipality of Niagara

Public Works Department

2201 St. David's Road, P.O. Box 1042

Thorold, Ontario L2V 4T7

Phone: 1-800-980-6000

Mr. David Deluce

Niagara Peninsula Conservation Authority

250 Thorold Road West, 3rd Floor

Welland, Ontario L3C 3W2

Phone: (905) 788-3135

Ms. Rosi Zirger

Heritage Planner

Ministry of Tourism, Culture & Sport

401 Bay Street, 17th Floor

Toronto, Ontario M7A 0A7

Phone: (416) 314-7159

Ms. Alexandra Boucetta

Corridor Management Section

Ministry of Transportation, 7th Floor, Bldg D

159 Sir William Hearst

Downsview, Ontario M3M 0B7

Phone: (416) 235-3883

Ms. Ellen Savoia, MCIP, RPP

Niagara Parks Commission

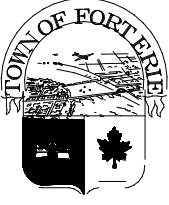
P.O. Box 150

Niagara Falls, Ontario L2E 6T2

Phone: (905) 356-2241

APPENDIX “G”

**COMPLETION CERTIFICATE FOR PRIMARY AND
SECONDARY SERVICES**



**CORPORATION OF THE TOWN OF FORT ERIE
INFRASTRUCTURE SERVICES**

COMPLETION CERTIFICATE FOR PRIMARY SERVICES

NAME OF SUBDIVISION: _____ **File No.** _____

I, _____ of _____
(Owner)

(Signature of Owner) Date: _____

and

I, _____ of _____
(Owner's Consulting Engineer)

(Signature of Engineer) Date: _____

hereby certify that all Primary Services in Schedule A, as per the Subdivision Agreement, are complete except as noted in Schedule B and all required documentation set out in Schedule C is attached.

Schedule A

Completed Primary Services – On-Site	Completed Primary Services – Off-Site

Schedule B

The following outstanding Primary Services are not complete and security deposit will be retained by the Town pending completion.

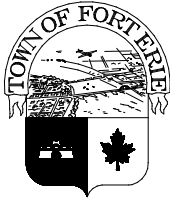
Outstanding Primary Services	Security Deposit Retained

Approval

The information and certificates specified in Schedule "C" have been received and reviewed by the Infrastructure Services Department and deemed acceptable. Accordingly, the Town of Fort Erie Director, Infrastructure Services accepts this Completion Certificate for Primary Services.

APPROVED: _____ **DATE:** _____
Kelly M. Walsh, P. Eng.
Director, Infrastructure Services

The approval date on the Consulting Engineer's Completion Certificate for Primary Services shall mark the commencement of the one-year Maintenance Guarantee Period for the Primary Services.



CORPORATION OF THE TOWN OF FORT ERIE INFRASTRUCTURE SERVICES

COMPLETION CERTIFICATE FOR PRIMARY SERVICES

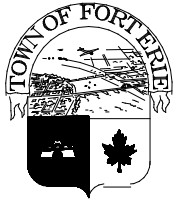
SCHEDULE C

1. The Owner's Consulting Engineer has provided to the Director, Infrastructure Services:

- a) Certificate(s) verifying that all primary services were installed and constructed in accordance with approved plans and specifications;
- b) Certificate(s) stating that all watermains have been flushed, chlorinated and pressure tested in accordance with Town standards;
- c) Certificate(s) stating that all watermain tracer wires have been tested and the new water distribution system can be traced;
- d) Certificate(s) stating that all fire hydrants servicing the development have been tested by a qualified hydrant testing agent;
- e) Copies of the hydrant test reports and fire flow test reports;
- f) Certificate(s) stating that all storm and sanitary sewers have been flushed after placement of base course asphalt, air pressure tested, and inspected and videoed via close circuit T.V.;
- g) Copies of the storm and sanitary sewer inspection video tape(s) and documentation;
- h) Certificate stating that the approved Tree Preservation Plan has been complied with including a Clearance Letter from the Region;
- i) Certificate(s) stating that all utility services required to service the Plan of Subdivision are installed & constructed or a letter of commitment to complete the utility services from utility companies;
- j) Certificate (Overall Grading Certificate) stating that rough grading and major drainage works or swales have been completed in accordance with the Subdivision Grade Control Plan;
- k) The original Mylar Drawings showing each of the said works "As Constructed" together with electronic drawing files in AutoCAD format using Town of Fort Erie Drafting Standards; and
- l) Plans (cards) showing the location and depth of each sanitary sewer lateral, storm sewer lateral and water service lateral constructed to service each of the lots.
- m) Cost statements for the subdivision showing the actual costs (payment certificate) of installing, constructing, repairing, inspecting, testing and maintaining such Works completed to date and the estimated costs for all outstanding Works.

3. The Developer has provided the Director of Infrastructure Services with:

- a) A Statutory Declaration in a form satisfactory to the Director of Infrastructure Services setting out the works completed and verifying:
 - i) All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - ii) All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - iii) That there are no outstanding debts, claims or liens in respect of such works; and
- b) A Letter of Clearance from the Region certifying that the Developer has complied with the approved Tree Preservation Plan.



**CORPORATION OF THE TOWN OF FORT ERIE
INFRASTRUCTURE SERVICES**

COMPLETION CERTIFICATE FOR SECONDARY SERVICES

NAME OF SUBDIVISION: _____ **File No.** _____

I, _____ of _____
(Owner)

(Signature of Owner) Date: _____

and

I, _____ of _____
(Owner's Consulting Engineer)

(Signature of Engineer) Date: _____

hereby certify that all Secondary Services in Schedule A, as per the Subdivision Agreement, are complete except as noted in Schedule B and all required documentation set out in Schedule C is attached.

Schedule A

Completed Secondary Services – On-Site	Completed Secondary Services – Off-Site

Schedule B

The following outstanding Secondary Services are not complete and security deposit will be retained by the Town pending completion.

Outstanding Secondary Services	Security Deposit Retained

Approval

The information and certificates specified in Schedule "C" have been received and reviewed by the Infrastructure Services Department and deemed acceptable. Accordingly, the Town of Fort Erie Director, Infrastructure Services accepts this Completion Certificate for Secondary Services.

APPROVED: _____ **DATE:** _____
Kelly M. Walsh, P. Eng.
Director, Infrastructure Services

The approval date on the Consulting Engineer's Completion Certificate for Primary Services shall mark the commencement of the one-year Maintenance Guarantee Period for the Primary Services.



**CORPORATION OF THE TOWN OF FORT ERIE
INFRASTRUCTURE SERVICES**

COMPLETION CERTIFICATE FOR SECONDARY SERVICES

SCHEDULE C

1. The Developer's Consulting Engineer has provided to the Director, Infrastructure Services:

- i) Certificate(s) verifying that all secondary services have been installed, fully completed, repaired and maintained in accordance with approved plans and specifications;
- ii) Payment Certificate(s) providing actual cost of secondary services completed; and
- iii) If required, the original Mylar Drawings showing each of the said works as constructed together with electronic drawing files in AutoCAD format using Town of Fort Erie Drafting Standards.

2. The Developer has provided the Director, Infrastructure Services:

- i) A Statutory Declaration, in a form satisfactory to the Director of Infrastructure Services, setting out the works completed and verifying:
 - a. All such works have been completed in accordance with the terms of this Agreement and the approved plan and specifications;
 - b. All accounts have been paid for installation, construction, inspection, repair and maintenance of such Works; and
 - c. that there are no outstanding debts, claims or liens in respect of such works.
- ii) provided the Director of Infrastructure Services with a Progress Certificate signed by the Consulting Engineer certifying such works have been installed, fully completed, repaired and maintained in accordance with the provisions hereof;
- iii) Furnished the Director of Infrastructure Services with the certificate of a registered Ontario Land Surveyor certifying he has found and/or replaced all standard iron bars shown on the registered Plan of Subdivision as of a date not earlier than seven days prior to the Director of Infrastructure Services approving the subject Completion Certificate; and
- iv) A cost statement for the subdivision showing the actual costs of installing, constructing, repairing, inspecting, testing and maintaining such Works completed to date and the estimated costs for all outstanding Works.

APPENDIX “H”

SANITARY & STORM SEWER CALCULATION SHEETS

APPENDIX "I"

LIST OF PRE-APPROVED STREET NAMES

LIST OF PRE-APPROVED STREET NAMES

NAME
A. KIM CAMPBELL PM
ALDERSON, QOR
ALLEN - COUNCIL FE 1947
ALWARD, SETTLER
ALWOOD, SETTLER
AMIGARI - COMMUNITY
ANDERSON - COUNCIL FE 1998
ANGUISH, SETTLER
ARCHAIC, SETTLER
ARTHUR HARDY - ONT PREMIER
ARTHUR MEIGHEN PM
ASKIN, SETTLER
ATHOE - COUNCIL BERTIE 1944
AUSTIN - COUNCIL BRBRG 1927
BAILEY, E - WW1
BARRETT, R - WW2
BARTON - COUNCIL BRBRG 1924
BAXTER - COUNCIL BERTIE 1927
BAXTER, SETTLER
BEARSS, SETTLER
BELL - HISTORIC
BELL - REEVE FE 1925
BENNETT - COUNCIL CB 1944
BENNINGER, SETTLER
BERTRAN, W - WW2
BLANCHARD - COUNCIL FE 1932
BOB RAE - ONT PREMIER
BOLGER - RCBHS PRINCIPAL
BOOKER - HISTORIC
BOOTH - COUNCIL FE 1979
BRADY - COUNCIL FE 1993
BRIDGEBURG - COMMUNITY
BRIGHT, J - WW1
BRITNELL - COUNCIL BRBRG 1926
BROADLEY - COUNCIL BRBRG 1924
BRUCE - COUNCIL FE 1974
BRUNTON - COUNCIL FE 1998
BUCK, SETTLER
BURD, R - WW1
BURNETT - COUNCIL FE 1957
BURWELL, SETTLER

NAME
BUTTERS - DR.
CACHE, SETTLER
CAMPBELL - COUNCIL FE 1971
CAMPBELL - RCBHS PRINCIPAL
CARL, SETTLER
CARNEY, SETTLER
CAROLINA - HISTORIC
CHALMERS - COUNCIL FE 1933
CHAPMAN - RCBHS PRINCIPAL
CHARLES - COUNCIL FE 1929
CHARLES TUPPER PM
CLAUS - COUNCIL BERTIE 1939
COCKBURN - FESS PRINCIPAL
COL. GEORGE WEIR - VETERAN DEC
COMET - HISTORIC
CORDINER - COUNCIL FE 1998
CORNWALL - COUNCIL CB 1947
CORRY - COUNCIL CB 1943
COSHAN - DR.
COSY DELL - COMMUNITY
CREAGER, SETTLER
CRONYN - REEVE FE 1859
CRUICKSHANK - REEVE FE 1878
CRUIKSHANK - HISTORIC
CRUIKSHANK, SETTLER
CUMMINGS - COUNCIL FE 1995
CURRENT - COUNCIL FE 1932
CYCLONE - HISTORIC
DALTON MCGUINTY - ONT PREMIER
DALY - COUNCIL FE 1965
DAME, SETTLER
DANCY - COUNCIL FE 1944
DARTON, F - WW1
DAVID PETERSON - ONT PREMIER
DEFRIES, QOR
DENNIS - HISTORIC
DENNIS, SETTLER
DERRICK, W - WW1
DICKSON, SETTLER
DIETRICH, J - WW2
DIXON - COUNCIL CB 1944

NAME
DRANGER - COUNCIL FE 1935
DUNBAR, SETTLER
DUNCAN - COUNCIL BRBRG 1930
DUNCAN - COUNCIL FE 1932
EAGAN - COUNCIL FE 1929
ECKER, SETTLER
EDEN - REEVE FE 1872
EDWARD BLAKE - ONT PREMIER
EGAN, SETTLER
EILER - COUNCIL CB 1945
ELSLEY, L - WW1
ELY - COUNCIL BERTIE 1946
ENGLAND - COUNCIL BRBRG 1928
ERNEST C. DRURY - ONT PREMIER
ERNIE EVES - ONT PREMIER
FAIAZZA - COUNCIL FE 1971
FAIAZZA - MAYOR FE 1981
FENIAN - HISTORIC
FERO, SETTLER
FINCH - COUNCIL BERTIE 1941
FINCH - COUNCIL FE 1971
FITZGIBBON - COUNCIL BRBRG1928
FLINT, SETTLER
FRANKLAND - COUNCIL BRBRG 1923
FRANKLIN - REEVE BRBRG 1925
FREELAND - COUNCIL FE 1952
FRETZ - MAYOR FE 1977
FRETZ - REEVE BERTIE 1936
FREY, SETTLER
FRY - COUNCIL BRBRG 1931
FUGARD - COUNCIL FE 1950
GENESEE, SETTLER
GEORGE DREW - ONT PREMIER
GEORGE HENRY - ONT PREMIER
GIBSON - COUNCIL FE 1971
GOLDEN JUBILEE - ROYAL
GORDON CONANT - ONT PREMIER
GORGET, SETTLER
GRANT - RCBHS PRINCIPAL
GRAY - COUNCIL FE 1941
GUESS - COUNCIL BRBRG 1931
GUESS - COUNCIL FE 1934
HABGOOD - COUNCIL FE 1930

NAME
HAGGERTY - COUNCIL FE 1995
HALAVIN, J - WW1
HAMILTON - COUNCIL FE 1977
HAMILTON, SETTLER
HAMMOND - DR.
HANNA, R - KOREA
HANSON, W - KOREA
HARBER - COUNCIL FE 1959
HARD SCRABBLE - COMMUNITY
HARDISON, SETTLER
HARRIS - COUNCIL BERTIE 1930
HARRIT, SETTLER
HARRY NIXON - ONT PREMIER
HARVEY - COUNCIL FE 1931
HAVENS, SETTLER
HAWKINS - REEVE FE 1901
HAWLEY - MAYOR FE 1932
HAWLEY - REEVE FE 1917
HAZLETT - COUNCIL FE 1988
HEBBORN - COUNCIL FE 1950
HENSON - HISTORIC
HERSHA, SETTLER
HODGES - COUNCIL FE 1985
HOFFMAN - COUNCIL BRBRG 1931
HOFFMAN, SETTLER
HOGG - REEVE BRBRG 1923
HOLMES - COUNCIL CB 1943
HONEY - COUNCIL FE 1939
HOWE - COUNCIL BRBRG 1927
HOWE - MAYOR FE 1944
HUDAK - COUNCIL FE 1988
HUFFMAN, SETTLER
HUMMEL - MAYOR FE 1983
HURREN - COUNCIL FE 1977
HUTCHINGS, E - WW2
HUTTON - COUNCIL FE 1983
INGLIS - COUNCIL BRBRG 1924
INNES, SETTLER
IROQUOIAN, SETTLER
IRVINE - COUNCIL FE 1948
JAMES - COUNCIL BRBRG 1924
JAMES WHITNEY - ONT PREMIER
JAMIESON - COUNCIL FE 1942

NAME
JANSEN, K - WW2
JANSEN, SETTLER
JOHN GEORGE DIEFENBAKER PM
JOHN JOSEPH CALDWELL ABBOTT PM
JOHN NAPIER TURNER PM
JOHN ROBARTS - ONT PREMIER
JOSEPH J. JEAN CHRETIEN PM
KAPPUS, SETTLER
KASSAY - COUNCIL FE 1977
KEENAN - COUNCIL FE 1979
KEMPSON - REEVE FE 1860
KETTLE, SETTLER
KINSMAN - COUNCIL BERTIE 1946
KIRKLAND - HISTORIC
KLISOWSKY - DR.
KRIEGER - COUNCIL FE 1950
LACKEY, QOR
LAMOKA, SETTLER
LARNER, SETTLER
LEARN, SETTLER
LEE, J - KOREA
LESLIE - COUNCIL FE 1959
LESLIE FROST - ONT PREMIER
LESTER BOWLES PEARSON PM
LEVANNA, SETTLER
LITTLE AFRICA - COMMUNITY
LOBSANG RAMPA - HISTORIC
LONG - COUNCIL BRBRG 1924
LONSBURY - COUNCIL FE 1948
LOUIS STEPHEN ST. LAURENT PM
LOURY - COUNCIL CB 1950
LUTES, SETTLER
MACEY - DR.
MACKAY, M - WW1
MARSH, SETTLER
MARTIN BRIAN MULRONEY PM
MASON - FESS PRINCIPAL
MATHESON, QOR
MAYBEE, SETTLER
MCCLELLAND - COUNCIL BRBRG1926
MCEACHREN, QOR
MCKENZIE, QOR
MCKERLIE, SETTLER

NAME
MCKILLICAN - COUNCIL FE 1946
MCLEOD - COUNCIL FE 1954
MCNAUGHTON - COUNCIL FE 1930
MCQUEEN, SETTLER
MEMCKE - MAYOR FE 1937
MERRY - COUNCIL CB 1945
MERRYWEATHER -REEVE BRBRG 1924
MEWBURN, QOR
MIKE HARRIS - ONT PREMIER
MILENI - COUNCIL FE 1973
MILLINGTON - COUNCIL CB 1943
MINOR - COUNCIL FE 1960
MITCHELL HEPBURN - ONT PREMIER
MORGAN, B - WW2
MORRIS, SETTLER
MORRISSEY - RCBHS PRINCIPAL
MUIR - COUNCIL FE 1929
MULGRAVE - COMMUNITY
MURPHY, J - KOREA
NEAR - COUNCIL BERTIE 1948
NEAR, J - WW1
NEAR, SETTLER
NETTLE'S POINT - COMMUNITY
NEUTRAL, SETTLER
NOYES, O - WW1
O'BRIEN - COUNCIL FE 1954
OLIVER MOWAT - ONT PREMIER
O'NEILL - HISTORIC
O'NEILL, SETTLER
ONONDAGA, SETTLER
OPATOVSKY - COUNCIL FE 1971
OPIE - COUNCIL FE 1958
PALAEO, SETTLER
PALMER, SETTLER
PARMITER, C - WW2
PAUL E. PHILLIPE MARTIN JR. PM
PEG LEG - HISTORIC
PIERRE ELLIOTT TRUDEAU PM
PLATO, SETTLER
PORTER, L - WW1
POTTS - COUNCIL FE 1968
POWELL, SETTLER
PRICE - COUNCIL FE 1932

NAME
PRINCE HARRY - ROYAL
PRINCE WILLIAM - ROYAL
PRING - FESS PRINCIPAL
PRIOR, A - WW1
PULLEN - COUNCIL FE 1944
PUTMAN, SETTLER
RAILROAD - HISTORIC
RANDALL, W - WW1
RANNER, SETTLER
RAPELJE - COUNCIL FE 1930
RAY - COUNCIL BRBRG 1925
RAYNER - COUNCIL FE 1973
REICHELDT, A - WW2
REID - COUNCIL FE 1944
REMPEL - COUNCIL FE 1981
REMPEL - COUNCIL FE 1993
RICELEY, SETTLER
RICHARD BEDFORD BENNETT PM
RICHARDS, SETTLER
ROBERT LAIRD BORDEN PM
ROUNDHOUSE - HISTORIC
RUTH, SETTLER
SAGER, SETTLER
SANDFLY - HISTORIC
SAUER, C - WW2
SCHIER - COUNCIL BERTIE 1923
SCHMITT, H - WW2
SCHNICK - RCBHS PRINCIPAL
SEAGER, SETTLER
SEATON - REEVE FE 1906
SEEBACH - COUNCIL FE 1977
SHAUGH, SETTLER
SHAW - COUNCIL FE 1949
SHIPYARDS - COMMUNITY
SIMPSON - COUNCIL BRBRG 1924
SKERRETT - COUNCIL FE 1983
SKINNER, SETTLER
SOWERSBY - REEVE FE 1907
SPITTLER - COUNCIL BRBRG 1931
STACKHOUSE - DR.
STRAUCH - COUNCIL CB 1943
STREET, SETTLER
STREETS - DR.

NAME
SURMA, SETTLER
SWAYZE, SETTLER
SYPES, SETTLER
TALLY-HO - HISTORIC
TARTAGLIA - COUNCIL FE 1954
TEMPEST, QOR
TERRY, SETTLER
THOMAS KENNEDY - ONT PREMIER
TIDMARSH, A - WW1
TIPLER - COUNCIL FE 1935
TOLMIE - COUNCIL BRBRG 1923
TRAVES - COUNCIL FE 1995
TREBLE - REEVE FE 1867
TRITCHEW - RCBHS PRINCIPAL
TROUP - COUNCIL FE 1962
TURNER, SETTLER
TUTTLE, SETTLER
TWIDLE - DR.
VANDERGRINTEN - COUNCILFE1977
VANHUZEN, SETTLER
VIOLINO - COUNCIL FE 1950
VON ZUBEN - COUNCIL FE 1950
WADE - COUNCIL FE 1946
WALE - COUNCIL BERTIE 1952
WATSON - COUNCIL FE 1975
WEAVER - FESS PRINCIPAL
WEBSTER, SETTLER
WHALEN, H - WW1
WHITING - DR.
WILFRED LAURIER PM
WILHELM, J - WW2
WILLIAM DAVIS - ONT PREMIER
WILLIAM HEARST - ONT PREMIER
WILLIAMS - COUNCIL FE 1955
WILLIAMS - MAYOR BRBRG 1924
WILLIAMS, SETTLER
WILLMOTT - COUNCIL FE 1971
WINDECKER, SETTLER
WINTONYK - COUNCIL FE 1953
WOLFF - COUNCIL FE 1981
WOOLEVER - HISTORIC
WREN - COUNCIL FE 1944
WRIGHT, SETTLER

NAME
YEAGER, SETTLER
ZAVITZ - HISTORIC
ZIFF - COUNCIL FE 1986
ZIFF - MAYOR FE 1948
ZIFF, S - MAYOR FE 1979
ZIMMERMAN - COUNCIL BERTIE1922

- * These street names are currently assigned to subdivision plan that has not been registered as of this update.

APPENDIX “J”

**CERTIFICATE OF INSURANCE – STANDARD
FORMAT**



CERTIFICATE OF INSURANCE

TO: CORPORATION OF THE TOWN OF FORT ERIE
ADDRESS: Municipal Centre, 1 Municipal Centre Drive, Fort Erie, Ontario L2A 2S6

EVIDENCE OF INSURANCE COVERAGE WILL BE ACCEPTED ON THIS FORM ONLY.

This is to certify that policies of insurance, subject to their terms, conditions and exclusions, are at present in force for the insured named below with the Insurer specified for a limited of not less than \$_____ for any other accident or occurrence.

NAME OF INSURED: _____

ADDRESS OF INSURED: _____

COMPREHENSIVE GENERAL LIABILITY	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	UNITS OF LIABILITY
INSURER				\$ INCLUSIVE LIMIT BODILY INJURY & PROPERTY DAMAGE \$ INCLUSIVE LIMIT BODILY INJURY & PROPERTY DAMAGE
The following have been added as an additional insured to the Comprehensive General Liability policy, but only as respect to the liability arising out of the operations of the named insured.				<u>INCL</u> excl
- THE CORPORATION OF THE TOWN OF FORT ERIE - _____ - _____ - _____				COMPLETED OPERATIONS <input type="checkbox"/> <input type="checkbox"/> PRODUCTS LIABILITY <input type="checkbox"/> <input type="checkbox"/> CONTRACTOR PROTECTIVE <input type="checkbox"/> <input type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> <input type="checkbox"/> SHORING & UNDERPINNING <input type="checkbox"/> <input type="checkbox"/> USE OF EXPLOSIVES <input type="checkbox"/> <input type="checkbox"/>

AUTOMOBILE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY
INSURER				\$ INCLUSIVE LIMIT BODILY INJURY & PROPERTY DAMAGE
OTHER INSURANCE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY
INSURER				

The above policy(ies) shall not be terminated, cancelled or materially altered unless thirty (30) days prior written notice of such is given in writing by the Insurer(s) to The Corporation of the Town of Fort Erie.

DATED: _____

AUTHORIZED REPRESENTATIVE _____

BROKER _____ ADDRESS _____

APPENDIX “K”

INDEMNITY CLAUSE

INDEMNITY TO THE CORPORATION OF THE TOWN OF FORT ERIE

This Agreement made this ____ day of _____, 20____.
B E T W E E N:

(Hereinafter referred to as the “Developer”)
- and -
THE CORPORATION OF THE TOWN OF FORT ERIE
(Hereinafter referred to as the “Town”)

WHEREAS for the Developer has applied to the Town for permission to develop the property municipally known as _____ and legally described as _____;

AND WHEREAS a Development Agreement has not yet been entered into by the Developer and the Town as of the date of this Indemnity Agreement and the Developer wishes to proceed with pre-servicing the said property prior to the execution of the Development Agreement;

Now therefore it is agreed that the Developer, in consideration of being allowed by the Town to pre-service the said property prior to the execution and registration of a Development Agreement with the Town, hereby covenants, warrants and agrees to save harmless and keep the Town and its agents, contractors, employees and elected officials indemnified from and against all manner of actions, causes of action, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the design, installation, construction or operation of any servicing or improvements made to the said property, or by reason of the maintenance or lack of maintenance of such servicing or improvements by the Developer or by reason of any defect in workmanship or material in relation to the same.

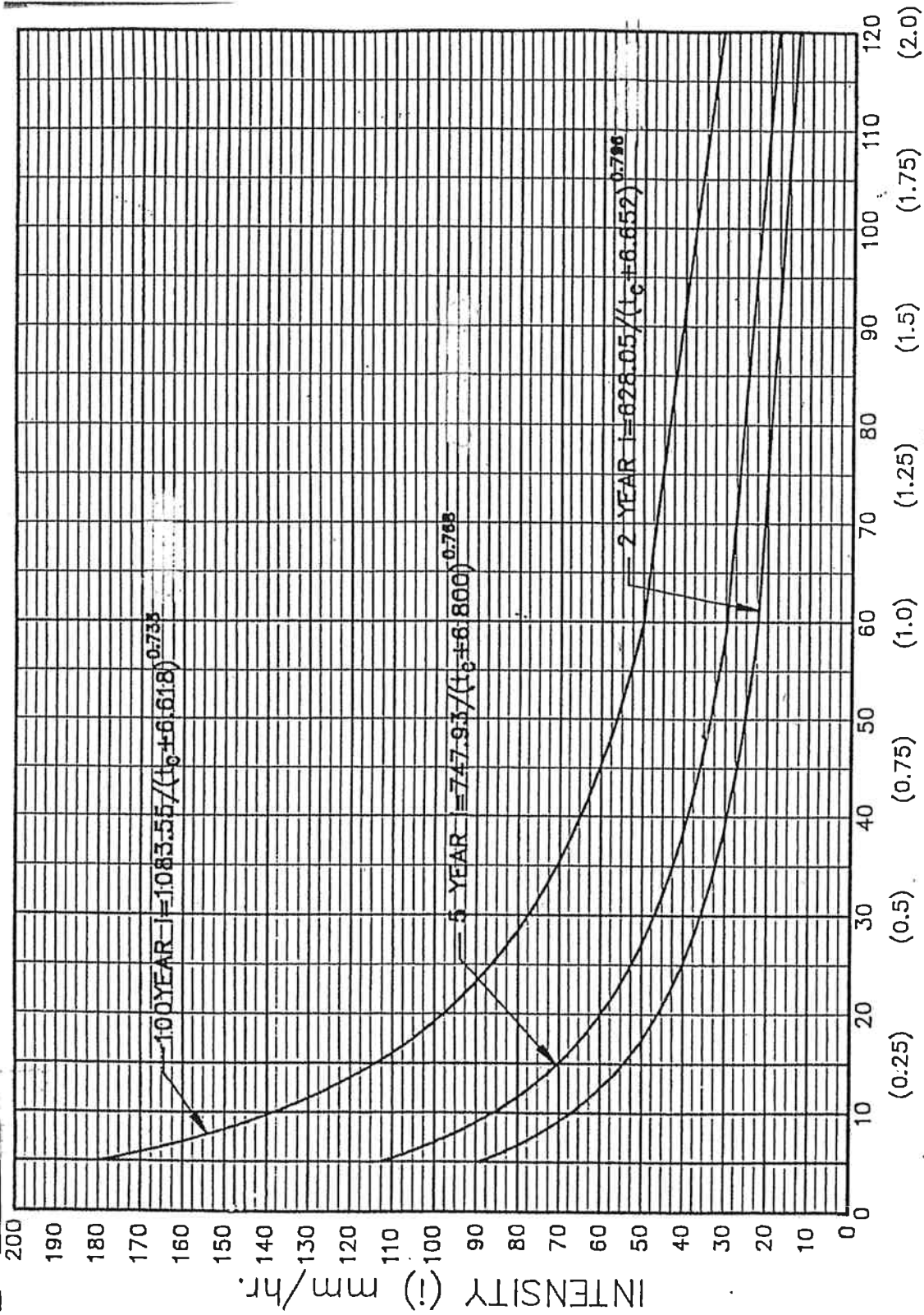
IN WITNESS WHEREOF the Developer has hereunto set its hand and seal.

SIGNED, SEALED AND DELIVERED
in the presence of

]
]
]
] _____
] **Developer Duly Authorized Officer**

APPENDIX “L”

TOWN OF FORT ERIE STANDARD DRAWINGS

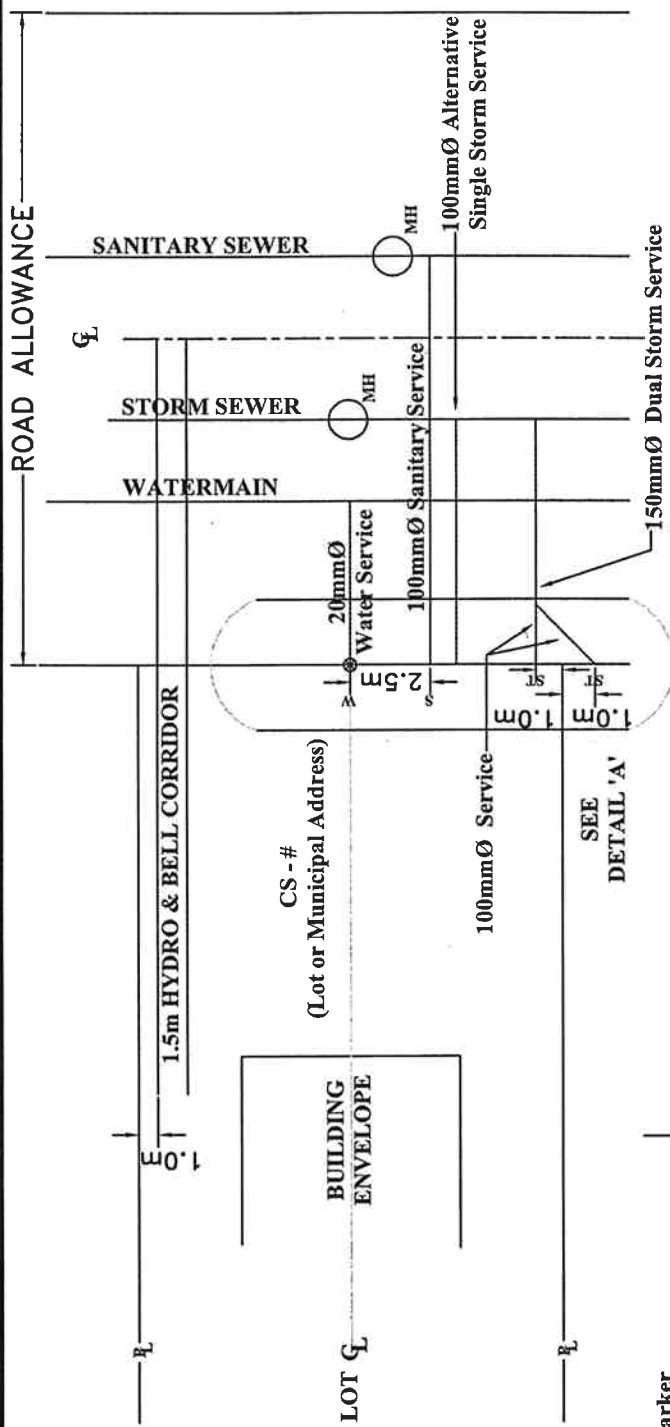


PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TOWN OF FORT ERIE

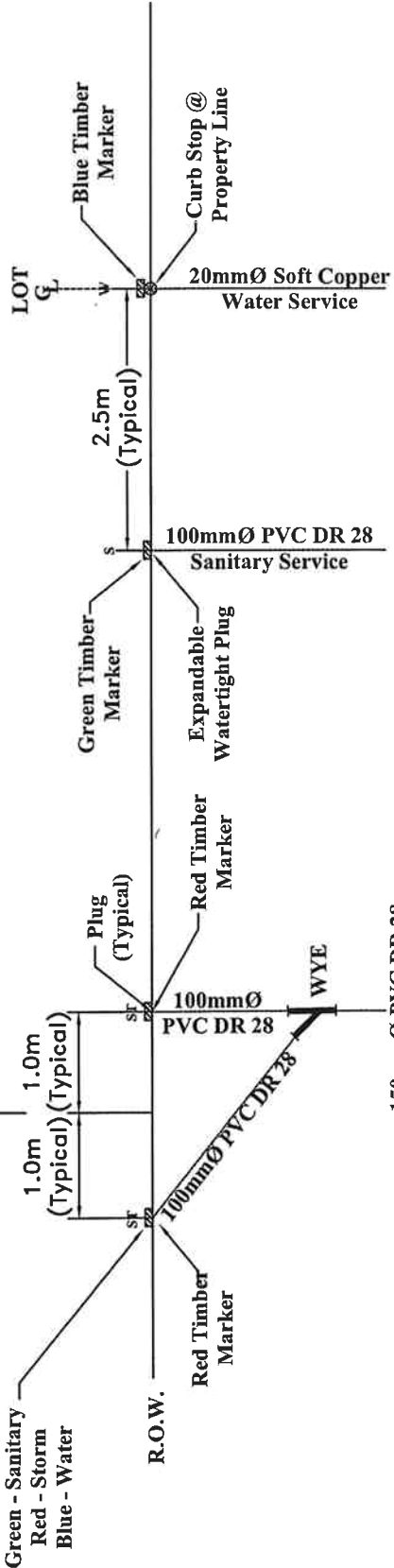
DESIGN IDF CURVES

SCALE	NOT TO SCALE	DRAWN BY	T.D.
DATE	FEB. 2004	DWG. No.	PW-300 FE



50 x 100 x 3050 Timber Marker
Minimum 350mm Above Ground
(Typical for each Service)

DETAIL 'A'



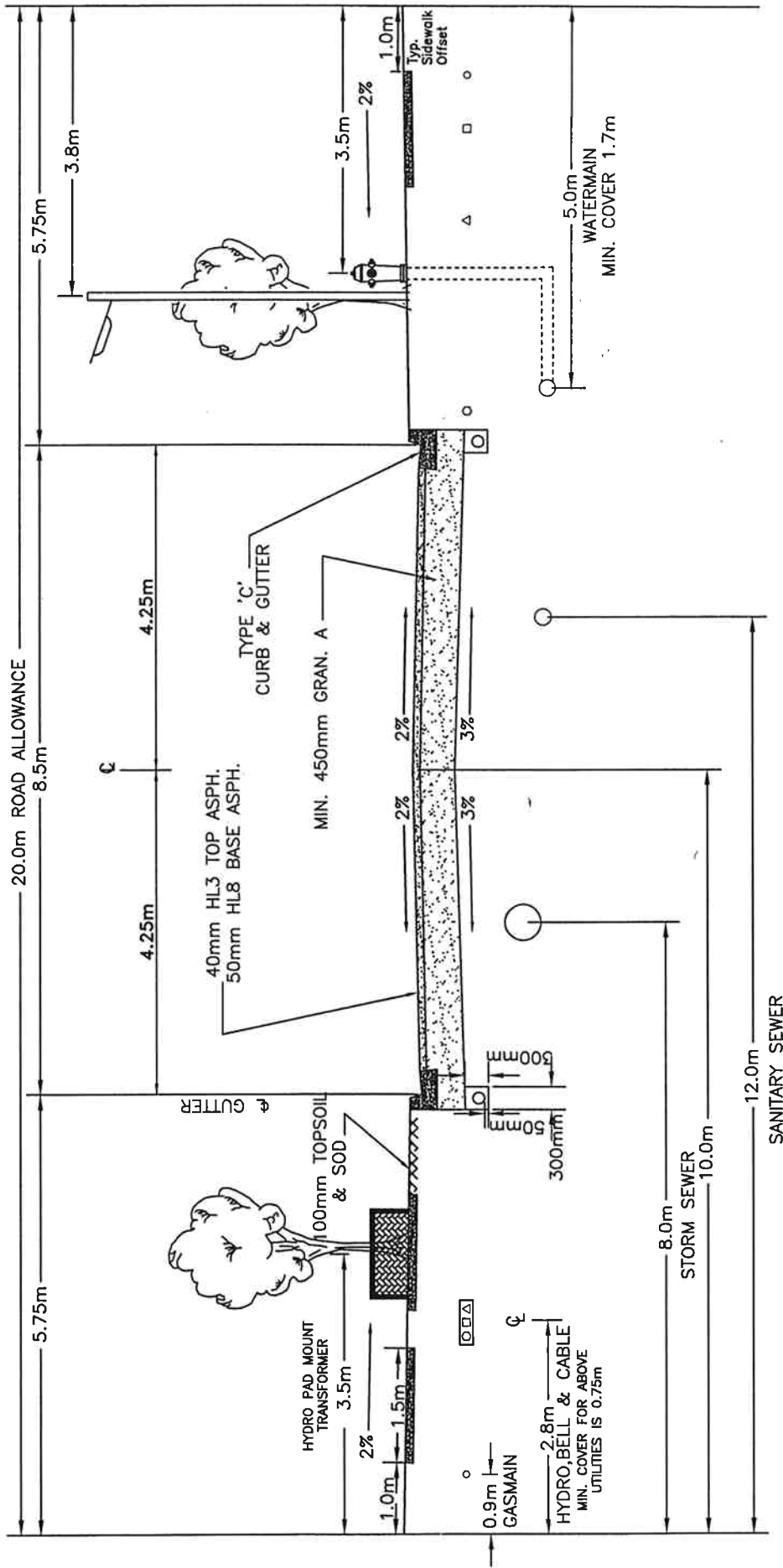
NOTES:


- 1) WATER SERVICE TO BE LOCATED AT LOT CENTRELINE
- 2) UNDER NO CIRCUMSTANCE SHALL SERVICES CROSS EACH OTHER
- 3) ALL DIMENSIONS ARE IN MILLIMETRES AND METRES UNLESS OTHERWISE SHOWN.
- 4) BEDDING FOR SERVICES SHALL BE AS PER OPSD 802.010
- 5) ALL SERVICES TO BE LABELLED AS SHOWN ABOVE, ie ST,S, or W

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TOWN OF FORT ERIE
DETAIL OF SERVICE CONNECTIONS

SCALE	NOT TO SCALE	DRAWN BY	B.R.
DATE	FEB. 2004	DWG. No.	PW-301 FE





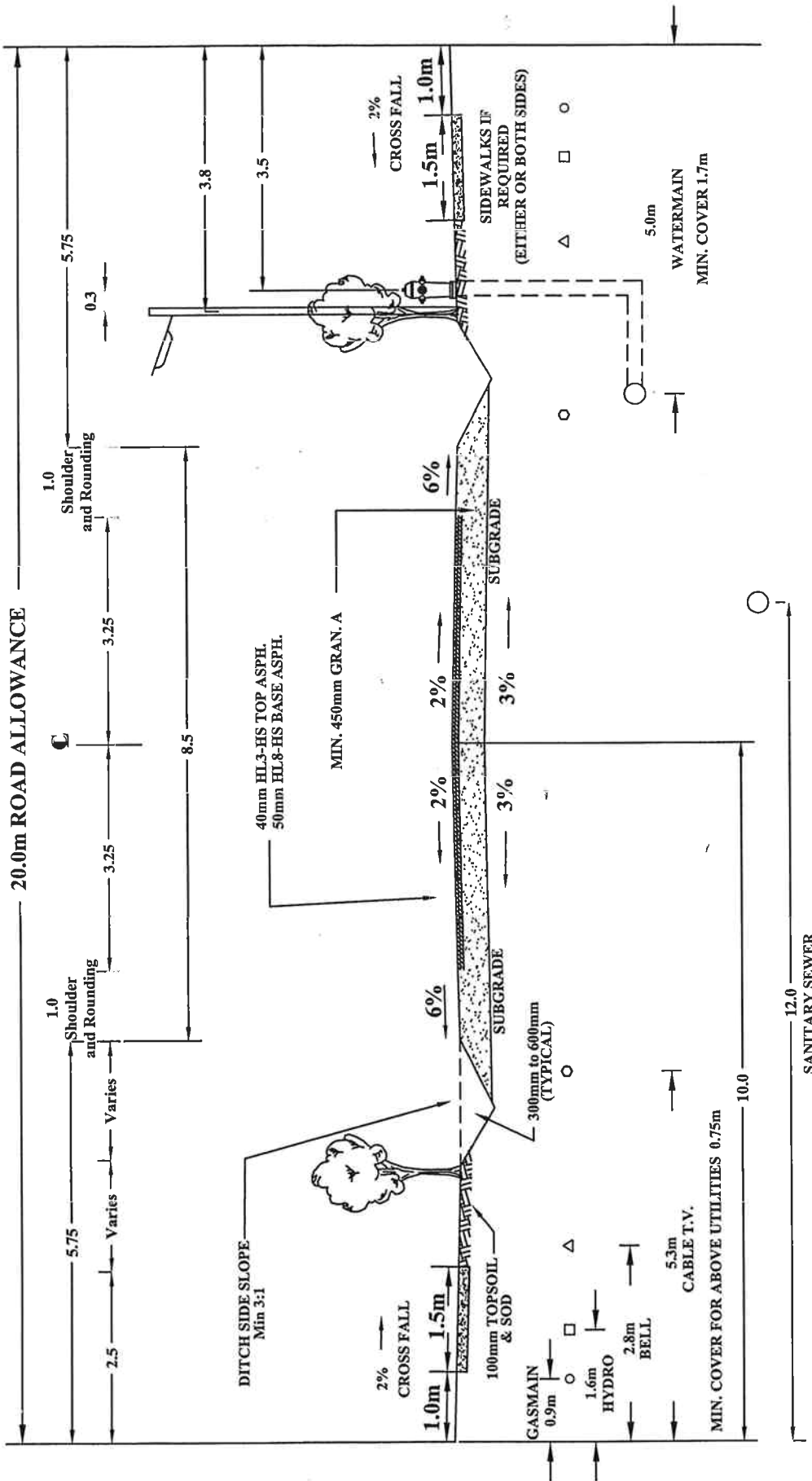
TOWN OF FORT ERIE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TOWN OF FORT ERIE
TYPICAL URBAN ROAD CROSS SECTION
20m R.O.W.

SCALE: NOT TO SCALE
DATE: APR. 2004
DRAWN BY: L.J.S.
DWG. No.: PW-501 FE

NOTES:

- 1) FOR RESIDENTIAL DEVELOPMENT ROADS, BELL, HYDRO, AND CABLE TV SHALL BE LOCATED IN A COMMON TRENCH, 2.8m FROM THE PROPERTY LINE.
- 2) HYDRO LIGHTING POLES, OVERHEAD HYDRO, CABLE TV PEDESTALS, AND TREES WILL BE PLACED ON A 3.8m LINE ON ONE OR BOTH SIDES OF THE STREET.



NOTES:

- 1) FOR RESIDENTIAL DEVELOPMENT ROADS, IT IS ACCEPTABLE TO PLACE PHONE, HYDRO, AND CABLE TV PLANT IN COMMON TRENCH.
- 2) HYDRO LIGHTING POLES, OVERHEAD HYDRO, HYDRO TRANSFORMERS, CABLE TV PEDESTALS, AND TREES WILL BE PLACED ON 3.8m LINE ON ONE OR BOTH SIDES OF THE STREET.



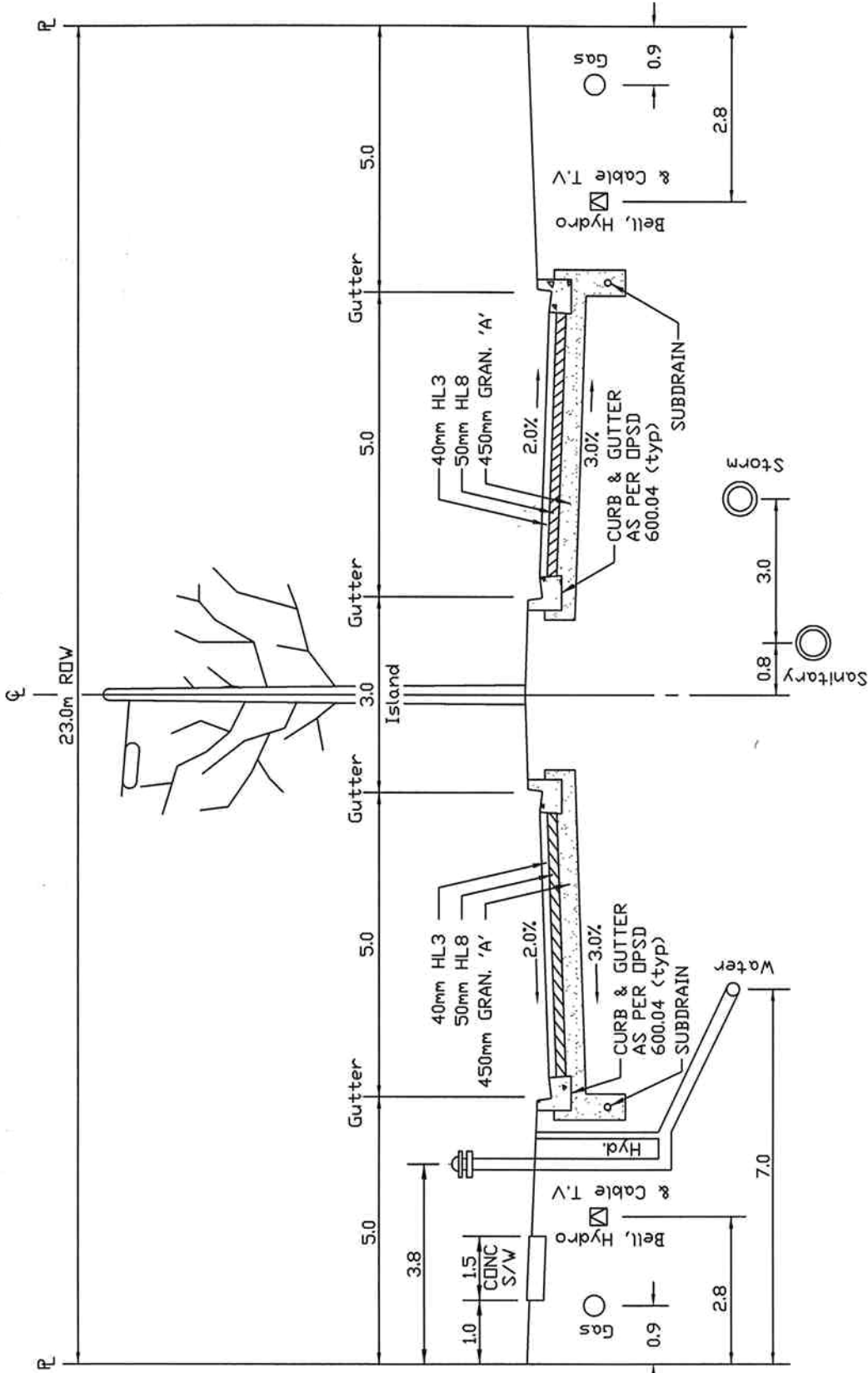
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TOWN OF FORT ERIE

TYPICAL SEMI-URBAN/RURAL ROAD CROSS SECTION
20m R.O.W.

SCALE	NOT TO SCALE	DRAWN BY	B.R.
DATE	FEB. 2004	DWG. No.	PW-502 FE

FIGURE 3



TYPICAL CROSS-SECTION - 23.0m R.O.W.

TOWN OF FORT ERIE

TYPICAL CROSS-SECTION DIVIDED ROADWAY
23m R.O.W.

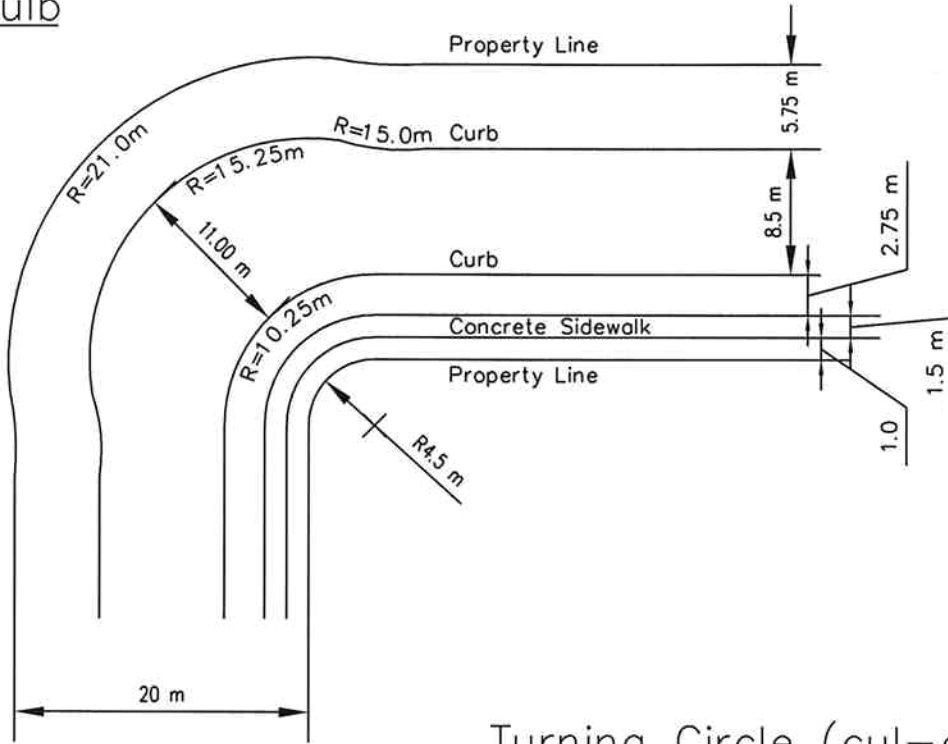


PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

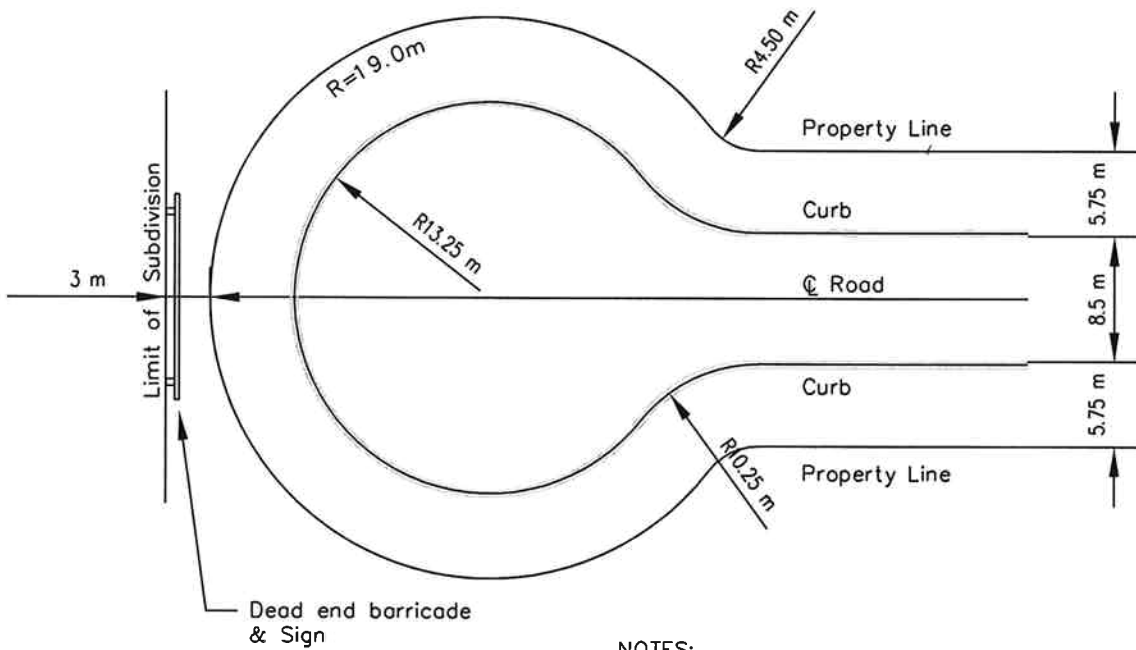
SCALE NOT TO SCALE DRAWN BY B.R.

DATE FEB. 2004 DWG. No. PW-503 FE

Corner Bulb



Turning Circle (cul-de-sac)



NOTES:

1. All dimensions are in metres unless otherwise shown.
2. For typical road cross sections, see Typical Urban Cross section



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TOWN OF FORT ERIE

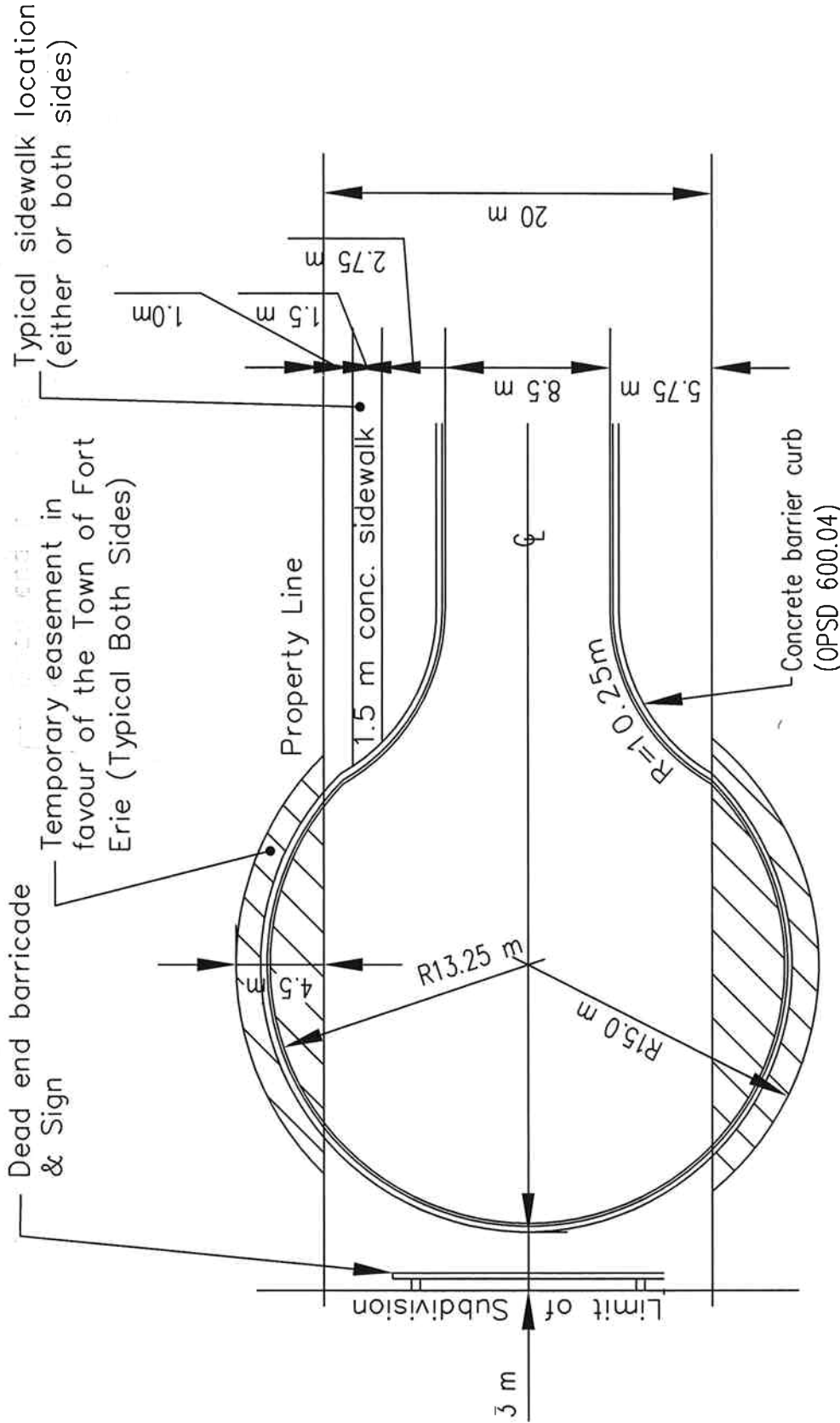
TYPICAL TURNING CIRCLE AND CORNER BULB
20m R.O.W.

SCALE NOT TO SCALE

DRAWN BY T.D.

DATE FEB. 2004

DWG. No. PW-504 FE



R:\Town of Fort Erie Standards\TFE_Standards\Proposed\Turning Circle 14.5.dwg

NOTE:

1. Utilities are to be constructed in standard locations for a 20 m ROW

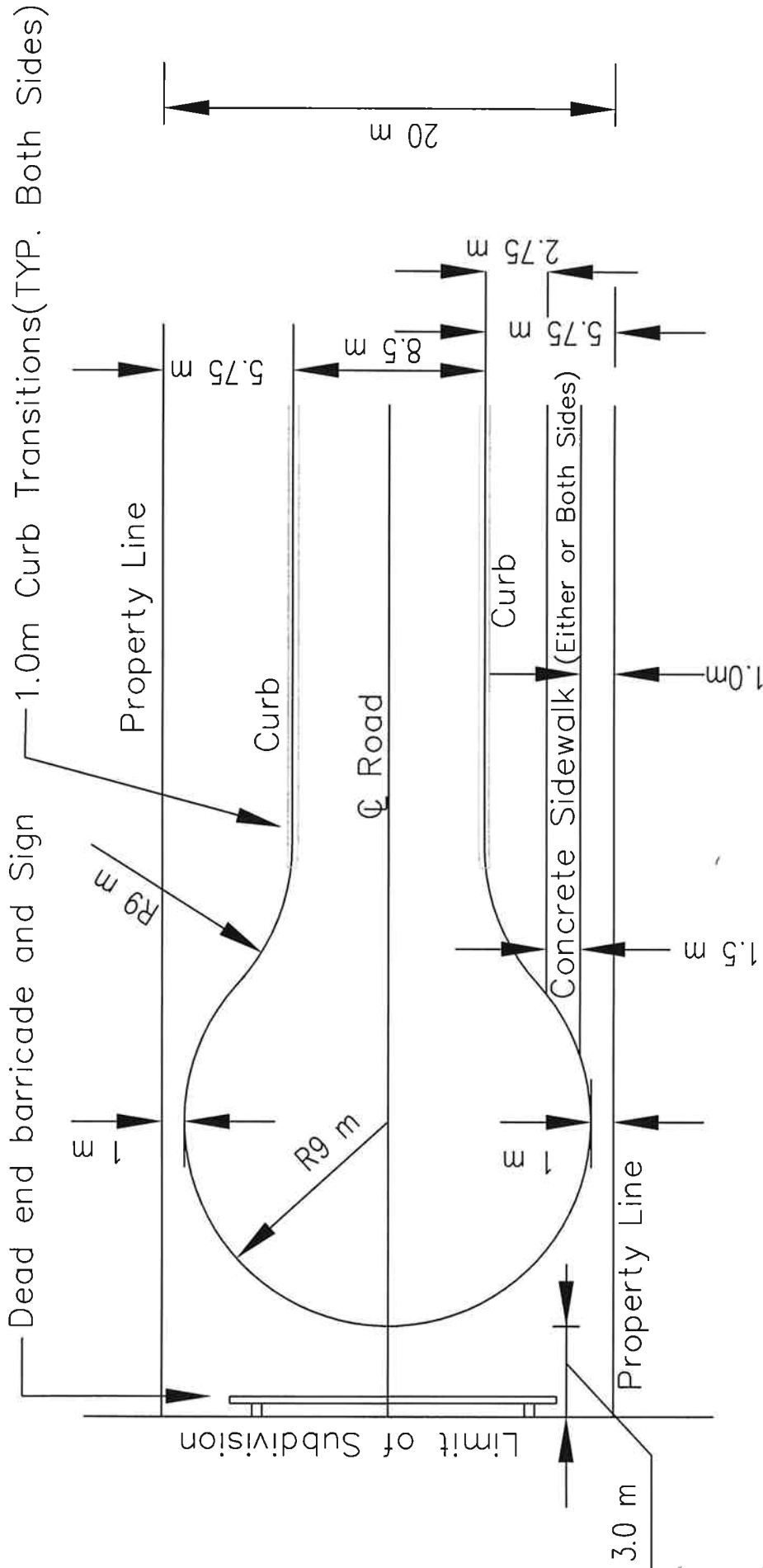


PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TOWN OF FORT ERIE

STANDARD TEMPORARY TURNING CIRCLE
20m R.O.W.

SCALE	NOT TO SCALE	DRAWN BY	T.D.
DATE	FEB. 2004	DWG. No.	PW-505 FE



Alternative Temporary Turning Circle

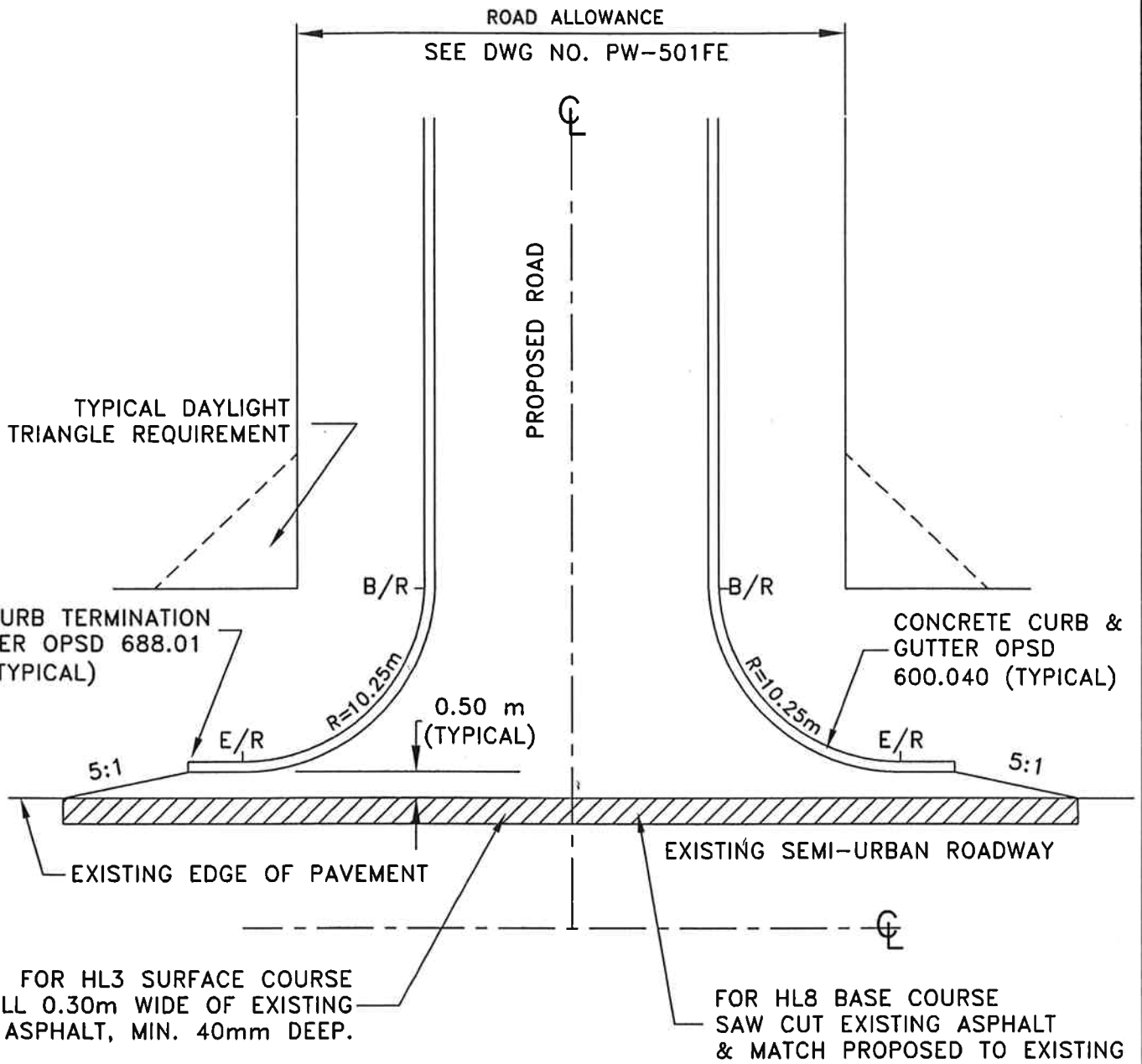
(With prior approval from the Director of Public Works)



TOWN OF FORT ERIE
 TYPICAL ALTERNATIVE TEMPORARY TURNING CIRCLE
 20m R.O.W.

SCALE	NOT TO SCALE	DRAWN BY	T.D.
DATE	FEB. 2004	DWG. No.	PW-506 FE

PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION



G:\Town Of F... ie Standard\city\p1en1 semi-urban\cross section_210m With Swales

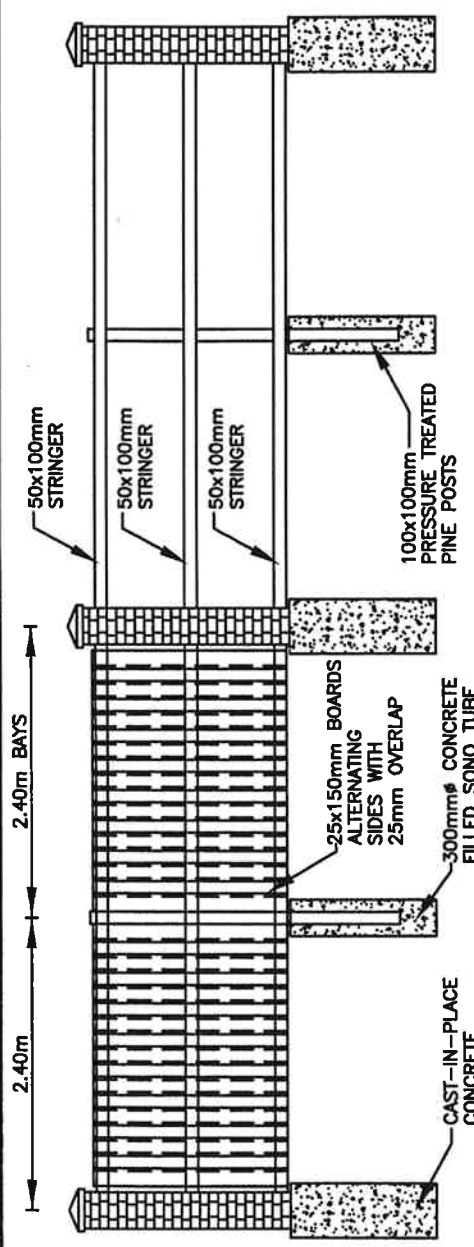


PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

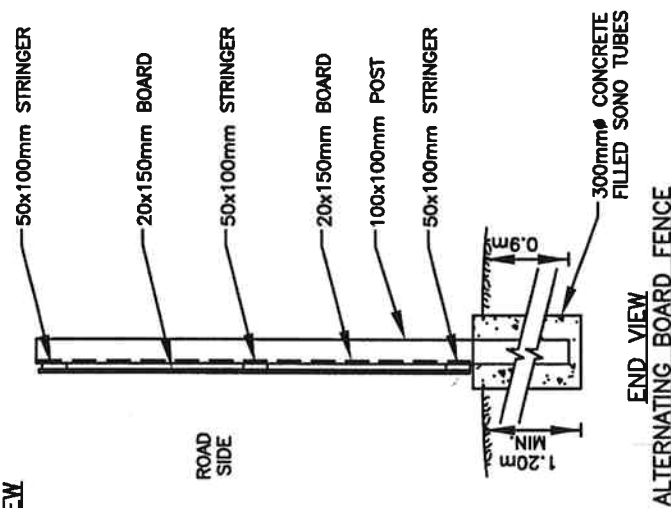
TOWN OF FORT ERIE

CURB & GUTTER TREATMENT AT INTERSECTION

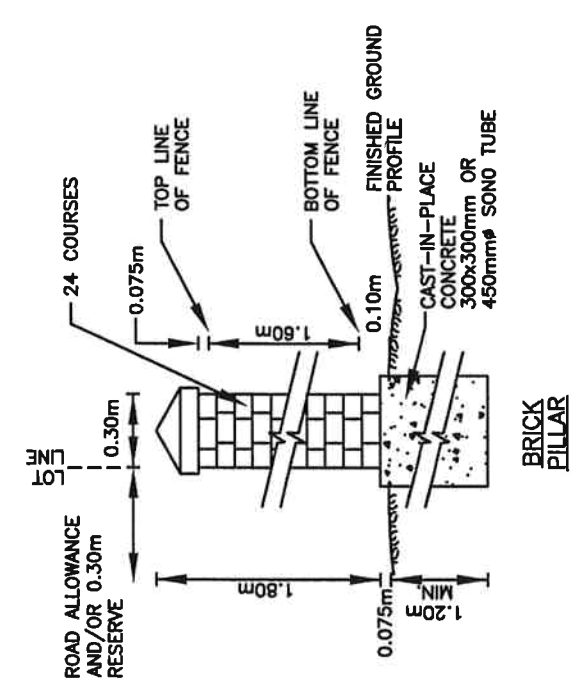
SCALE	NOT TO SCALE	DRAWN BY	T.D.
DATE	MAR. 2004	DWG. No.	PW-507 FE



FENCE DETAILS - FRONT VIEW



END VIEW
ALTERNATING BOARD FENCE



BRICK PILLAR

NOTES:

1. All lumber to be pressure treated Jack or Red Pine.
2. All nails to be galvanized.
3. Concrete to be 20MPa compressive strength, type Σ (sulfate resistant)
4. One gate per lot if required. Location to be approved by the Director of Infrastructure Services.
5. Brick to be approved by the Director of Infrastructure Services.
6. Alternate type of fence may be considered and to be approved by the Director of Community of Development Services and Director of Infrastructure Services.



TOWN OF FORT ERIE
FENCING DETAIL FOR PERIMETER FENCING REVERSE LOT FRONTAGE / FLANKAGE

SCALE	NOT TO SCALE	DRAWN BY	L.J.S.
DATE	DEC. 2007	DWG. No.	PW - 508 FE
INFRASTRUCTURE SERVICES DEPT. ENGINEERING DIVISION			

APPENDIX "M"

SUGGESTED STREET TREE SPECIES LIST

GUIDELINES

- Species must be suitable to site conditions.
- Species should tolerate urban conditions, require a low level of maintenance, be disease and pest tolerant.
- Specified trees shall be a minimum of 50 mm caliper, balled and burlapped, staked with two wood or iron stakes.

SUGGESTED SPECIES

Botanical Name

Acer rubrum
Celtis occidentalis
Ginkgo biloba 'Princeton Sentry'
Gymnocladus dioicus
Liriodendron tulipifera
Pyrus calleryana 'Redspire'
~~Quercus rubra~~
Tilia americana

Common Name

Red Maple
 Common Hackberry
 Princeton Sentry Ginkgo
 Kentucky Coffeetree
 Tulip Tree
 Redspire Ornamental Pear
~~Red Oak~~
 Basswood

UNACCEPTABLE SPECIES

Botanical Name

Acer platanoides
Acer negundo
Fraxinus sp.
Salix sp.

Common Name

Norway Maple
 Manitoba Maple
 Ash
 Willow