

## Development

# Chapter 0270 - Rezoning - Development Redevelopment - Lands Agreement

---

### Chapter Index

#### Article 1 - Interpretation

- 270.1.1** Clerk - defined
- 270.1.2** Development - defined
- 270.1.3** Engineer - defined
- 270.1.4** Local improvements - defined
- 270.1.5** Owner - defined

#### Article 2 - Development Agreement

- 270.2.1** Zoning By-law - amendment required - agreement
- 270.2.2** Corporation - owner - exempt
- 270.2.3** Corporation - part owner - agreement - required
- 270.2.4** Specifications - variance - authority - Engineer
- 270.2.5** Streets - dedication - servicing - agreement required
- 270.2.6** Streets - dedication - exception - on advice of Engineer

#### Article 3 - Repeal

- 270.3.1** By-laws - previous

#### Schedule

- Schedule `A` - Development Agreement
- Schedule `B` - Specifications - Storm Sanitary Sewers
- Schedule `C` - Specifications - Construction of Roads
- Schedule `D` - Specifications - Sidewalks, Curbs
- Schedule `E` - PUC Standard Specifications
- Schedule `F` - Time Limit

#### Article 1 - Interpretation

##### **270.1.1 Clerk - defined**

"Clerk" means the person holding the appointment of Clerk for the City of Woodstock.

##### **270.1.2 Development - defined**

"development" means the location upon which a building or buildings is or are to be erected which requires a zoning by-law amendment to be passed.

##### **270.1.3 Engineer - defined**

"Engineer" means the person holding the appointment of Engineer for the City of Woodstock.

**270.1.4 Local improvements - defined**

“local improvements” includes sewers, watermains, sidewalks, curbs and gutters, or such of them or such other local improvements as defined by the *Local Improvement Act* as in the opinion of the Council on the report of the Engineer may be deemed necessary for the proper servicing of the lands comprising the proposed development.

**270.1.5 Owner - defined**

“owner” includes the applicant for approval by the Council of the development as the tenant or owner in fee simple of the lands described in a development agreement and/or their respective heirs, executors, and assigns.

**Article 2 - Development Agreement**

**270.2.1 Zoning By-law - amendment required - agreement**

In every case where a development plan is presented to the Council for which a Zoning By-law amendment is required for the development or redevelopment of lands within the corporate limits of the City of Woodstock, the applicant shall enter into a binding agreement with the City in the form of Schedule `A`.

**270.2.2 Corporation - owner - exempt**

Section 270.2.1 shall not apply when The Corporation of the City of Woodstock is the owner.

**270.2.3 Corporation - part owner - agreement - required**

If the Corporation is one of two or more owners, then an agreement shall be drawn between the Corporation and the other owner or owners to meet the exigencies of the circumstances.

**270.2.4 Specifications - variance - authority - Engineer**

The Engineer shall have authority to vary from time to time the specification referred to in Schedule `A`.

**270.2.5 Streets - dedication - servicing - agreement required**

From and after the date of the final passing of this Chapter, the Corporation will not accept the dedication of any street or way on any development or do any work on such street or streets, install any service laterals or install any local improvements thereon until the owner thereof has entered into the said agreement mentioned in Section 270.2.1.

**270.2.6 Streets - dedication - exception - on advice of Engineer**

Notwithstanding Section 270.2.5, the Council on receiving a report from the Engineer that the dedication of a street or streets or ways on any plan should be accepted for the orderly development of the City, may by resolution direct the acceptance of the dedication of such streets and ways and the construction of works thereon under the *Local Improvement Act* or otherwise.

## **Article 3 - Repeal**

### **270.a.1 By-laws - previous**

By-law 5891-81 and all other by-laws or parts thereof inconsistent with the provisions of this Chapter are hereby repealed. By-law 6134-84, August 9, 1984.

## Schedule `A' - Development Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

Between:

hereinafter called "the Developer"

Of The First Part

- and-

The Corporation of The City Of Woodstock,  
hereinafter called "the City"

Of The Second PART

- and-

Woodstock Public Utility Commission,  
hereinafter called "the Commission"

Of The Third Part

Whereas the Developer warrants that it is the owner in fee simple of the land herein called "the said land" or "the development" and are as described in Box 6 of the attached Document General.

Now Whereas this indenture witnesseth that in consideration of the mutual covenants hereinafter expressed, the parties hereto covenant and agree one with the other as follows:

1. In This Agreement:
  - a. "Clerk" shall mean the person holding the appointment of Clerk of the City of Woodstock.
  - b. "City Engineer" shall mean the person holding the appointment of City Engineer of the City of Woodstock.
  - c. "Local Improvements" shall include sewers, watermains, sidewalks, curbs and gutters, or such of them or such other local improvements as defined by the *Local Improvement Act* as, in the opinion of the Council of the City on the report of the City Engineer, may be deemed necessary for the proper servicing of the said land comprising the development.
2. Scope Of Work  
The Developer hereby agrees to complete, at its own expense and in a good and workmanlike manner, for the City and the Commission, municipal services as hereinafter set forth to the satisfaction of the City Engineer and the Manager of the Commission.
3. Sewers  
The Developer agrees to construct a sanitary and storm sewer system or systems, including house sanitary sewer laterals from the said sewer to at least one (1) metre beyond the street line, and catchbasins and connections to service the said land to be shown on a plan of the development and

adjacent road allowances according to designs approved by the City Engineer and according to the specifications of the City, as shown on Schedule `B' attached, within the time limit agreed upon in the schedule attached hereto as Schedule `F'.

4. Drainage

The Developer hereby agrees to provide the City Engineer, prior to the commencement of the development, with a Grading Control Plan establishing the proposed grading of the said land to provide for the proper drainage thereof and the drainage of all adjacent land which drain through the said development. The said Grading Control Plan must be approved in advance by the City Engineer. The grading of the land shall be carried out in accordance with such Grading Control Plan under the supervision of the Developer's engineer. Additionally, a rear lot or internal drainage system for all lots and blocks shall be provided to the approval of the City Engineer.

5. Roads

The Developer hereby agrees to rough grade to the City's specifications the full width of all road allowances, as shown on the said plan of the development, prior to the installation or construction of watermain systems, sewer systems, curbs and sidewalks. The Developer further agrees to keep the boulevards clear and free of all materials and obstruction which would interfere with the construction of services. The Developer further agrees to gravel all roads, construct a hot-mix asphalt pavement according to the specifications attached hereto as Schedule `C' and grade the full width of all road allowances prior to the completion of the asphalt surface. All such work shall be completed within the time limits as agreed upon in Schedule `F'. Notwithstanding any of the provisions herein, when it is considered necessary by the City Engineer to change the grade of existing roads adjacent to or abutting the said plan of development itself, the Developer hereby agrees that, on receipt of a written order, it shall change the grade of the existing roadway to conform to the grade of the development roads and return those existing roads to a condition acceptable to the City Engineer. The Developer further agrees to topsoil and sod all boulevards fronting on all other lots or blocks upon the completion of the construction of buildings on such lots or blocks and agrees to maintain such lots or blocks until such time as said construction of buildings is completed. The Developer has the option of arranging with the City Engineer for a cash payment for this work.

6. Sidewalks And Curbs And Gutters

The Developer agrees to construct concrete curbs and gutters on all roads in the development, concrete sidewalks on all pedestrian accesses and on both sides of all streets, with the exception of cul-de-sacs, in the development. In the case of sidewalks in cul-de-sacs, such sidewalks shall be extended on both sides from the connecting or intersecting street in a straight line to meet the curb as it extends around the expanded end of the cul-de-sac. In the case of cul-de-sacs serviced by a pedestrian access, the access sidewalks shall be

extended to the curb. (The Developer may, at its discretion, extend sidewalks around the entire cul-de-sac.) Said concrete sidewalks and curbs and gutters shall be constructed in accordance with the specifications of the City attached hereto as Schedule `D` and within the time limits as agreed upon in Schedule `F` attached hereto.

7. Liability Insurance

At the time of signing this agreement, the Developer shall supply the City with a comprehensive liability insurance policy in accordance with the specifications attached hereto as Schedule `G` in a form satisfactory to the City, holding the said City harmless from claims for damages, injury or otherwise in connection with the work done by the Developer, its servants or agents in the said development in the amount of \$2,000,000.00 inclusive. The City of Woodstock and Woodstock Public Utility Commission are to be named as insured's in said policy.

8. Engineering And Inspections

The Developer shall employ proper engineers, registered by The Association of Professional Engineers in Ontario, to design and supervise the construction of all works required to be installed by the Developer as per this agreement including supervision and control of lot grading by independent builders. The Developer and the engineers employed by it shall have all plans and contracts of such works approved by the City Engineer before any construction work is to commence, such plans and specifications to agree in context with the City Contract Specifications and such approval shall be signified by the City Engineer's signature on such plans and specifications. Following completion of the work, the Developer and the engineer employed by it shall furnish to the City Engineer all required "as constructed drawings" of all the works specified in this agreement to be constructed by the Developer. All such drawings will be provided on good quality Mylar. Notice shall be served upon the City Engineer prior to the commencement of all works in the development. Additionally, no work specified in this agreement shall be carried on unless there is a City Inspector present from time to time as directed by the City Engineer to ensure that all work is being completed in accordance with the specifications approved by the City. If at any time, the work of construction of the services is, in the opinion of the City Engineer, not being carried out in accordance with the plans and specifications or in accordance with good engineering practice, then the City Engineer may stop all or any part of the work of the installation of the services for any length of time until such work has been placed in satisfactory condition. The Developer will pay to the City its reasonable inspection costs within ten (10) days after notification of the amount of inspection costs due to the City. These accounts will ordinarily be forwarded to the Developer monthly.

9. Tests

The City Engineer reserves the right to call for qualitative and quantitative tests of all materials to verify conformance to specifications at the expense of the Developer.

10. Survey Bars

The Developer hereby agrees that all survey bars at street intersections, park land, tangent points and pedestrian accesses are to be rechecked by a surveyor after all services have been installed and replaced where necessary.

11. Incomplete or Faulty Work

If, in the opinion of the City Engineer, the Developer is not prosecuting or causing to be prosecuted the work required in connection with this agreement within the agreed upon time, or in order that it may be completed within the agreed upon times, or is improperly performing the work, or if the Developer neglects or abandons the work before completion, or unreasonably delays the same, so that conditions of this agreement are being violated or carelessly executed or performed in bad faith, or if the Developer neglects or refuses to renew or again perform such work as may be rejected by the City Engineer as defective or unsuitable, or if the Developer, in any manner, in the opinion of the City Engineer, defaults in its performance of the terms of this agreement, then, in any such case, the said City Engineer shall promptly notify the Developer in writing by registered mail of such default or neglect and, if such default or neglect is not being corrected or is not corrected within seven clear days after such notice, the City Engineer shall thereupon have full authority and power immediately to purchase such materials, tools and machinery and to employ such workers as, in his or her opinion, shall be required for proper completion of the said work at the expense of the Developer. In case of an emergency in the opinion of the City Engineer, such work may be done without notice. The cost of such work shall be calculated by the City Engineer whose decision shall be final. The cost of such work, together with an engineering fee of 5% of the cost of such materials and work, shall forthwith be paid to the City by the Developer upon demand.

It is further understood and agreed upon between the parties hereto that such entry upon the land shall be as agent for the Developer and shall not be deemed for any purpose whatsoever as an acceptance or assumption of the said services by the City, the Commission or the County of Oxford.

12. Public Utility Commission

The Developer hereby agrees to comply with all the requirements of the Woodstock Public Utility Commission as outlined in Schedule 'E' attached hereto.

13. Final Grading

The Developer agrees to pay to the City a final grading inspection fee as set out in the following table:

Lot Size	Amount Payable
Up to 465m <sup>2</sup>	\$75.00
465m <sup>2</sup> to 4,650m <sup>2</sup>	\$75.00 plus \$5.00/100 m <sup>2</sup> of lot area above 465m <sup>2</sup>
4,650m <sup>2</sup> and up	\$300.00 plus \$2.00/100 m <sup>2</sup> of lot area above 4,650m <sup>2</sup>

The total cost of all such fees for this development will be \$ . . . . . which shall be payable by the Developer to the City in accordance with clause 20 of this agreement.

14. Construction And Occupancy Of Buildings

The Developer hereby agrees that no building permit shall be issued for any dwelling in the development until sewer and water services are connected and installed in accordance with this agreement and until such facilities are connected to existing facilities and are in operation and, in the opinion of the City Engineer, are capable of providing adequate service. The Developer further agrees that no dwelling in the development shall be occupied until the gravel roadway has been constructed immediately in front of the dwelling and until such roadway has been extended to an existing City road.

15. Provision For Municipal Services

The Developer hereby agrees to provide snow and ice control, road and street maintenance and sewer maintenance services until such time as the satisfactory completion of all works provided for under this agreement is certified in writing by the City Engineer.

16. Liens And Other Claims

The Developer agrees that, upon applying for final acceptance of the development, it will supply the City with a Statutory Declaration that all accounts for work and materials have been paid, or provided for, and there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the development.

17. Registration Of Agreement

The Developer warrants this agreement shall be registered on title to the said land as a first encumbrance prior to any mortgages or liens and consents to and will pay for the registration of this agreement on title to the land herein described within fifteen days of the date of mailing of too fully signed copies of this agreement to the Developer or its solicitors by registered mail. The agreement shall be registered by the Developer's solicitors who shall, at the expense of the Developer but for the benefit and reliance of the City, provide the City with a title opinion confirming the agreement is a first charge on the

said land subject only to any municipal charges or other encumbrances accepted by the City prior to signing of this agreement and a duplicate registered copy of this agreement shall be returned to the City. If the agreement is not registered within 15 days of the date of delivery of two fully signed copies of this agreement to the Developer or its solicitors for registration as aforesaid, the City may register the agreement and charge to the Developer any expenses incurred for such registration or for examination of title or encumbrances by the City and such expenses shall be payable to the City with the impost payments for the first building permit.

18. Revision of Agreement

In the event that no building permit for the development is issued within one year from the date of approval of this agreement by Council, the City may require that the conditions of approval be reviewed, revised and reapproved by the City.

19. The provisions of City of Woodstock Development Charges

By-laws 6928-92 and 6929-92 shall be complied with prior to the issuance of any building permit under this agreement.

20. The Developer shall pay to the City the sums of money set out in the following table for park purposes. Charges applicable under this clause shall be in addition to costs imposed by way of clause 22.

Class of Building	Amount Payable
1. For Single family or duplex housing units	As may be set Council
2. For all housing units in apartments, row or group housing	\$250.00 per unit
3. Commercial Development	2% land or cash in lieu
4. Institutional Development	5% land or cash in lieu
5. Industrial Development	As may be set by Council to a maximum of 2% land or cash in lieu

21. Municipal Taxes

The Developer hereby agrees to pay all municipal taxes which may be in arrears at the time of signing this agreement and shall ensure that all taxes are kept in current standing on unsold lots. This clause shall apply to all land within the development as herein described.

22. Land For Public Purposes

The Developer shall dedicate land to the City for public purposes as required by Ontario Statutes or may provide cash in lieu as required by the City as set out herein. Land dedicated to the City for public purposes shall be levelled, topsoiled and seeded to the specifications of the City of Woodstock. The Developer agrees to install a water service from the main to two (2) metres inside the land which is deeded to the City for public purposes. The design of the water service shall be approved by the City of Woodstock. Park/Sports equipment, trees and park fencing and site planning shall be provided by the Developer to the specifications of the City of Woodstock. All such work shall be completed within the time limits as agreed upon in the schedule attached hereto as Schedule `F`. The City will be responsible for all work on the said land in excess of that required by Ontario Statutes for public purposes.

23. General Provisions

The Developer hereby agrees that there will be no further development of the said land herein except by way of a new application under section 50 or 51 of the *Planning Act*, R.S.O. 1990, c. P.13.

24. The Developer agrees to execute any and all petitions for local improvements within the development as the City may deem necessary and advisable for the proper development of the area.

25. The Developer agrees that such easements as may be required by the City of Woodstock or other public authority for utility or drainage purposes shall be granted to the City of Woodstock or other appropriate authority without compensation. The Developer shall be required to pay all costs associated with any such easements, including the City's legal and surveying costs.

26. The Developer agrees to notify all prospective purchasers of any part of the land of any easements affecting such property.

27. The Developer agrees that all pedestrian walkways, road widenings, and one foot reserves shown on the plan shall be dedicated for such purposes to the City of Woodstock. The Developer shall be required to pay all costs associated with such dedications.

28. The Developer agrees either to install fencing along the boundaries of all pedestrian accesses defined in the land herein described in accordance with the requirements of City of Woodstock By-law 6419-87 or to arrange for a cash payment to the City for the work as approved by the City Engineer.

29. The Developer agrees that all proposed streets shall be named on the plan to the satisfaction of Council.

30. The Developer agrees to place and maintain signs on the property advising

prospective purchasers of the proposed use of all land in this development; such signs to remain until all lots are built upon. A sketch of these signs shall be approved by the City Engineer before any sign is painted and erected. The signs shall be erected before commencing work on the development and shall be maintained in a condition satisfactory to the said City Engineer.

31. The City shall accept the services as completed in accordance with this agreement upon issuance of the City Engineer's certificate of such completion subject to the obligation of the Developer to maintain and repair the services for one year after such acceptance, and the City shall at the next meeting of its Council following issuance of the City Engineer's certificate pass a resolution formally accepting the services. Upon acceptance of the services, the ownership of all roads and services located within the boundaries of the said land shall vest in and become the property of the City, subject to the water and sewer agreements between the City and the County. The City Engineer shall provide the Developer with a certificate in a form suitable for registration certifying that the services have been completed to his or her satisfaction and that the Developer has no further liability in respect of the services except to keep them in repair for a period of one year after the date of acceptance by Council.

#### 32. Performance Guarantee

At the time of signing of this agreement, the Developer shall provide to the City a Letter of Credit in a form satisfactory to the City and in an amount equivalent to 100% of the financial obligations of the Developer under the terms of this agreement guaranteeing the satisfactory completion of the work described in this agreement and further guaranteeing the workmanship and materials and repair of all damage to works constructed under this agreement by the Developer, builders, sub-trades, and all others for a period of one year from the date the said works are accepted by Council. Such Letter of Credit must further guarantee payment to the City of all outstanding impost fees (including those eligible for exemption), the total estimated cost of all municipal services to be installed in the development, any oversizing charges, inspection fees and any other costs the City may incur as a result of this agreement and which the Developer has agreed to pay to the City. The following provisions shall also apply in connection with such Letter of Credit:

- a. The Letter of Credit may be redeemed by the City in the event of any default in the completion of any improvements to be made to municipal roads or streets under this agreement or on providing of notice of any claim or lien, whether disputed by the Developer or not, under the *Construction Lien Act*, by any contractor, subcontractor, worker or supplier employed in or supplying goods to the development.

- b. The Developer may from time to time apply to the City for a reduction of the security required by this paragraph as the services described herein become partially or fully completed provided that any such reduction shall be solely as determined by the Clerk and no such reduction may be made until the City Engineer certifies that at least 50% of the services required herein have been completed or cash payments are made to the municipality as required under this agreement.
  - c. Any reduction of the security required shall be to an amount of not less than \$10,000.00 for the one year guarantee period following acceptance of the said works by Council.
33. In the event the Developer provides, as a guarantee or as security for any of the obligations arising under this agreement, the transfer of ownership to the City of property owned by it within the subdivision or development or elsewhere within the City, the Developer shall be responsible to pay to the City all amounts for municipal taxes which would have been payable for such property if the Developer had continued to be the registered owner of such land. Such payment shall be due to the City on the same dates and in the same amounts as municipal taxes and shall be subject to the same interest or late payment penalties. In the event of default in payment, the City shall, at its option, be entitled to take any action against the Developer or to pay the sum in default from any security it may hold from the Developer to recover any payment due to it.
34. The Developer shall provide to the City of Woodstock written confirmation from Bell Canada that satisfactory arrangements have been made for underground services in this subdivision/development prior to registration of this agreement.
35. Interest at the rate of 18% per annum shall be payable by the Developer on all sums of money payable or arising under this agreement not paid on due dates or when accounts for payment are submitted. Interest at the rate of 18% per annum shall be payable by the City to the Developer on any sums of money not paid to the Developer on the due dates.
36. All of the charges and obligations set forth in this agreement shall be a charge upon the said land and this agreement shall be binding upon the executors, administrators, successors and assigns of the parties hereto.
37. Enforcement Of Agreement  
The Developer agrees that it will not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement

may be pleaded as an estoppel against the Developer in any case.

38. The Developer shall pay to the City the sum of \$7.00 per metre of street frontage for the purpose of planting of trees on the boulevards in the development. The amount of such payment shall be \$ \_\_\_\_\_

39. Re-Zoning

In the event that, prior to the date of acceptance of the services in the development by Council pursuant to clause 31 hereof, a zoning amendment by-law shall be deemed to have come into force changing the zoning designation of any land within the development, the Developer shall pay to the City, within 15 days of the finalization of any such re-zoning procedure, any additional impost charges and cash in lieu of land for public purposes which would have been payable on the date of signing of this agreement if such amended zoning designation had then been in effect.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals under the hands of their respective signing officers in that behalf.

\_\_\_\_\_

\_\_\_\_\_

The Corporation of The City of Woodstock

\_\_\_\_\_ Mayor

\_\_\_\_\_ Clerk

Woodstock Public Utility Commission

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Secretary

By-law 6935-92, April 2, 1992; Schedule `A`.

## **Schedule `B' - Specifications - Storm Sanitary Sewers**

### City Of Woodstock Standard Specifications For The Construction Of Storm And Sanitary Sewers

#### 1. Documents

These specifications are the minimum acceptable by the City of Woodstock and shall govern all works necessary for the installation of sewers and appurtenances, house service connections or other underground conduits.

#### 2. Restoration of Private Land

All private land shall be restored to their original condition and grade to the satisfaction of the Engineer and the respective property owners. There shall be no trespassing within private property. The property owner's written permission must be obtained prior to entry and the City of Woodstock shall be held free from all claims which may result upon entry upon private property.

#### 3. Restoration of Road Surfaces

All road surfaces shall be restored to their original condition and grade to the satisfaction of the Engineer, unless otherwise expressly stated elsewhere. No City of Woodstock roads shall be blocked unless with written permission of the Engineer and the Police and Fire Departments notified.

#### 4. Excess Excavation

Any excess excavation shall be the property of the City of Woodstock and shall be carted to a dump nominated by the Engineer.

#### 5. Location of Existing Utilities

All utilities shall be contacted prior to commencement of work and shall be staked out on the working site prior to any excavation.

#### 6. Safety Measures

The instructions contained within the *Occupational Health and Safety Act* shall be complied with.

#### 7. Trenches

The trench shall be excavated true to the line and grade required.

The trench shall be of sufficient width to provide free working space and to permit the proper placing and bedding of the pipe.

If any part of the trench bottom be found unsound or unsuitable for supporting the pipe or structures, the trench shall be deepened to the depth required for wood or concrete supports, crushed stone backfill or whatever means is required by the Engineer for securing adequate foundation. Such extra work shall be at no cost to the City of Woodstock.

Not more than ninety metres (90 m) of trench shall be opened at any place in advance of completed conduit.

Excavated material not required for backfilling shall be disposed of as specified under excess excavation. Suitable equipment shall be supplied to prevent mud or dirt deposits on roads or streets.

8. Dewatering  
The trench excavation shall be kept free from water at all times while the work is in progress.
9. Backfilling  
The backfilling material shall be to the approval of the Engineer and any materials rejected by the Engineer shall be disposed of as excess excavation.
10. Freezing Weather  
If sewers are laid in freezing weather, special precautions approved by the Engineer, shall be to prevent damage to mortar or concrete. All materials used at such time shall be heated.
11. Alignment and Grade  
All pipe shall be laid and maintained to the required lines and grades, with fittings at required locations, manholes and catch basins as approved by the Engineer.
12. Sewer Pipe  
The sewer pipes specified for use within the City of Woodstock are as follows:
  - a. vitrified clay pipe.
  - b. plain and reinforced concrete pipe.
  - c. asbestos cement sewer pipe.
  - d. corrugated metal culvert pipe.
  - e. polyvinyl chloride (P.V.C.) pipe.
  - b. All pipes shall be previously approved by the Engineer, rubber gasket joints shall be used for jointing pipes in sanitary sewers.
13. Pipe Laying  
All pipes and specials shall be carefully lowered into the trench with proper appliances. Before lowering and while suspended, the pipe shall be inspected for defects and rung with a light hammer to detect cracks.  
The inside of the pipe shall be kept dry and free of foreign matter.  
If a bell and spigot pipe is used, the pipe shall be laid with the bell facing upgrade.
14. Pipe Jointing  
The joining of pipes, with rubber ring gasket joints, shall be made strictly in accordance with the gasket manufacturer's instructions and specifications.  
If asphalt jointing compound is specified it will be run in with proper gaskets and as instructed by the manufacturer of the compound.  
If cement joints are specified, these will be made with cement mortar in the proportion of one (1) part cement to two (2) parts clean, sharp sand.  
Any other method of jointing shall require prior approval by the Engineer.

15. Testing  
Any test to ensure that the sewer is clean, laid to grade, etc., required by the Engineer, shall be carried out at no cost to the City, including inspection by T.V. camera.
16. Pipe Bedding  
All bedding for pipes shall be to the latest City of Woodstock standards attached, as standard drawings (ST-6) to this specification.  
The Engineer shall determine the type of bedding dependent upon conditions encountered on the site.
17. Breaking Into Existing Sewers  
Where it is necessary to break into existing sewers or related structures, the permission of the Engineer is required before commencing work. The Engineer shall give written instructions on the methods to be employed and precautions to be taken to break into the City Sewage System.
18. Connections Of Laterals, Etc.  
Connections to sewers up to three hundred and seventy-five millimetres (375 mm) internal diameter shall be made by means of manufactured junctions of a type approved by the Engineer.  
Connections to sewers greater than three hundred and seventy-five millimetres (375 mm) internal diameter may be made by manufactured junctions or by cutting in collars. If the latter method is used, great care shall be exercised in grouting the collar to ensure a watertight joint and a flush cutoff inside the sewer.
19. Clean-Outs  
Clean-outs of a manufacture, approved by the Engineer, shall be installed at the property line on all sanitary sewer laterals.
20. House Service Laterals  
Both sanitary and storm sewer house laterals shall be built straight from the street line to the main sewers. These pipes may be of concrete, vitrified tile, asbestos cement, P.V.C. pipes and shall be of minimum internal diameter of 125 mm.  
The connection shall be of a size and laid to a grade to carry the design flow. The minimum grade shall be 2%.  
A manufactured stopper, cap, clean cut or other approved fitting shall be used to close the upper end of these laterals.  
No storm water shall be connected into the sanitary sewer lateral.  
Stakes for marking the location of the upstream end of sanitary sewer laterals shall be painted green.

21. Bedding

The bedding for all sewers shall depend on ground conditions and shall be to the approval of the Engineer, who shall approve only City of Woodstock bedding as shown on the drawings attached.

22. Sewer Appurtenances

Manholes, catch basins, intakes, headwalls, chambers, etc., shall be constructed to the City of Woodstock standards. If no standard drawing is available to any particular appurtenance, a drawing shall be submitted to the Engineer for his approval.

23. Provincial Approvals

All necessary approvals shall be obtained and proof of approvals deposited with the Engineer prior to any construction of sewers.

24. Drawings

All drawings shall be submitted to the Engineer for approval prior to submission to provincial authorities. No drawings shall be altered except with prior approval of the Engineer.

A complete set of "as built" drawings on linen shall be handed to the Engineer on completion of construction. By-law 6134-84, August 9, 1984; Schedule 'B'.

## **Schedule `C` - Specifications - Construction of Roads**

### City Of Woodstock Standard Specifications For Construction Of Roads

1. Documents  
These specifications are the minimum acceptable by the City of Woodstock and shall govern all works necessary for the construction of roads.
2. Restoration of Private Land  
All private land shall be restored to their original condition and grade to the satisfaction of the Engineer and the respective property owners. There shall be no trespassing within the private property. The property owners written permission must be obtained prior to entry and the City of Woodstock shall be held free of all claims which may result upon entry upon private property.
3. Restoration of Existing Road Surfaces  
All existing road surfaces shall be restored to their original condition and grade to the satisfaction of the Engineer. No City of Woodstock roads shall be blocked unless with written permission of the Engineer and the Police and Fire Departments notified.
4. Excess Excavation  
Any excess excavation shall be the property of the City of Woodstock and shall be carted to a dump nominated by the Engineer.
5. Location of Existing Utilities  
All utilities shall be contacted prior to commencement of work and shall be staked out on the working site prior to any excavation.
6. Water and Electricity  
Water and electricity required by the contractor shall be supplied by him at his own expense. Fire hydrants will only be used for water supply with the permission of the Public Utility Commission of the City of Woodstock and under any conditions laid down by them.
7. Safety Measures  
The instructions contained within the *Trench Excavators Protection Act* and the *Construction Safety Act* shall be complied with.
8. Protection of Pipes From Damage  
All sewer and water pipes shall be protect from crushing after backfilling.

9. Clearing the Site  
Clearing within areas designated as road allowances shall be to the satisfaction of the Engineer.  
All materials not required within the road allowances shall be treated as excess excavation.
10. Stripping of Topsoil  
The topsoil of all areas to be graded shall be stripped to its full depth. This area shall be inspected and approved by the Engineer before any gravel course is laid on the proposed travelled portion of the road allowance.
11. Excavation  
All earth cuts shall be finished true to section as excavations progress. Only materials approved by the Engineer shall be used in fill sections or in sections where excavations have been made deeper than required sub-base grade. Surplus material and material declared unsuitable by the Engineer shall be treated as excess material. Excavation shall be a minimum of 540 mm on Collector Roads and 375 mm on Local Roads below the finished grade of the pavement surface.
12. Preparation  
The subgrade on roads, driveways, parking areas and other permanently surfaced areas shall be carefully graded to the required grade and cross section, and thoroughly consolidated until no further movement is apparent, by rolling with an approved roller weighing not less than 17 tonnes. Portions inaccessible to the roller shall be compacted with mechanical tampers capable of producing an equivalent compaction to a nine tonne roller. The finished surface shall be smooth and even on completion of rolling. No base material shall be placed before the subgrade has been inspected and approved by the Engineer.
13. Base Course  
On the prepared sub-base, a gravel base course shall be laid to a consolidated depth of 450 mm for Collector Roads and 300 mm for Local Roads or as directed by the Engineer on approval of the design drawings.
14. Materials for Base Course  
The bottom 300 mm of gravel on Collector and the bottom 200 mm of gravel on Local Roads shall consist of Class "B" gravel as specified on MTC specifications Form #314 or as subsequently amended. The gravel shall be obtained from quarries or gravel deposits approved by the Engineer.
15. Construction of Base Course  
The number of layers shall be determined by the required thickness of the course required. The maximum thickness of course shall be 150 mm.

The material shall be deposited and spread in lanes in a uniform layer in such

a manner that segregation of size shall not take place, to such loose depth that when compacted, the layer shall have the required thickness.

Each layer shall be bladed to a smooth surface conforming to the required cross section and grade. A blade grader weighing not less than 2.7 tonnes and having a blade of at least 3 m in length and a wheel base of not less than 4.5 m shall be used for blading. Each layer shall be compacted for the full width, by rolling with a pneumatic roller or with rolling equipment equivalent to three-wheeled roller weighing not less than 7.2 tonnes. Rolling shall continue until no further movement is apparent under the roller.

The Class "B" gravel course shall be inspected and approved by the Engineer before any Class "A" gravel is placed on it. The Class "A" gravel course shall be inspected and approved by the Engineer immediately prior to paving.

16. Asphaltic Concrete Binder Course

The asphalt binder course shall conform in all respects to the Ministry of

Transportation and Communications of Ontario specifications for asphalt hot mix - H.L.8.

This asphalt binder course shall be laid to a consolidated thickness of 50 mm on Local and Collector Roads.

17. Asphaltic Concrete Surface Course

No asphaltic concrete surface course shall be laid until the asphaltic concrete binder course has been inspected and approved by the Engineer.

The asphaltic concrete surface course shall conform in all respects to the Ministry of Transportation and Communications of Ontario specifications for asphalt hot mix - H.L.3. Fine.

This surface course shall be laid to a consolidated thickness of 40 mm on Collector Roads and 25 mm on Local Roads.

18. Surface Treatment Course

Roads not requiring asphaltic concrete as specified in clause 17, in this agreement, shall receive double surface treatment.

19. Equipment for Asphaltic Concrete Course

All rollers to be used in compaction of the asphalt shall be to the approval of the Engineer. In general, the minimum roller class shall be 9 tonnes, but smaller rollers may be approved for initial rolling of freshly spread mixture; final compaction, however, shall be obtained with the heavier 9 tonne roller. Rolling shall be continued until true grade is obtained and further rolling makes no impression on the surface.

Mechanical self-powered pavers shall be used to spread the asphalt mixture and shall be capable of spreading the mixture to line, grade and crown as approved on the drawings submitted to the City.

20. Boulevards

All boulevards shall be levelled to within 150 mm of final grading prior to the installation of underground wiring by the Commission. All boulevards shall be levelled and graded on completion of curbing and/or sidewalks. A minimum of 75 mm of topsoil shall be spread on the boulevards and they shall be seeded and fertilized. These boulevards shall not be accepted by the City until a grass lawn has been established.

21. Maintenance

All streets shall be maintained in a satisfactory condition until all the services are installed and accepted by the Engineer. This shall include dust control, grading gravel roadways, snow removal and removing mud from streets. In the case of the Developer's failure to maintain the streets, the Engineer may proceed to do the necessary maintenance at the expense of the Developer. By-law 6134-84, August 9, 1984;

## **Schedule `D' - Specifications - Sidewalks Curbs**

### City Of Woodstock Standard Specifications For Construction Of Sidewalks, Curbs And Gutters

1. Documents  
These specifications are the minimum acceptable by the City of Woodstock and shall govern all works necessary for the construction of sidewalks, curbs and gutters.
2. Restoration of Private Land  
All private land shall be restored to their original condition and grade to the satisfaction of the Engineer and the respective property owners. There shall be no trespassing within private property. The property owners written permission must be obtained prior to entry and the City of Woodstock shall be held free from all claims which may result upon entry upon private property.
3. Restoration of Road Surfaces  
All road surfaces shall be restored to their original condition and grade to the satisfaction of the Engineer, unless otherwise expressly stated elsewhere. No City of Woodstock roads shall be blocked unless with written permission of the Engineer and the Police and Fire Departments notified.
4. Excess Excavation  
Any excess excavation shall be the property of the City of Woodstock and shall be carted to a dump nominated by the Engineer.
5. Location of Existing Utilities  
All utilities shall be contacted prior to commencement of work and shall be staked out on the working site prior to any excavation.
6. Safety Measurers  
The instructions contained within the *Trench Excavators Protection Act* and the *Construction Safety Act* shall be complied with.
7. Preparation of Subgrade  
The ground to be occupied by sidewalks, curbs and gutters shall be excavated or filled according to the elevations on the approved drawings to allow for the laying of gravel and concrete to the sections shown on the City of Woodstock standard drawings "Details of Sidewalks, Curbs and Gutters" attached to this specification.

Irrespective of the amount of excavation or fill required, all topsoil and other soft material shall be stripped to its full depth from the areas to be occupied by sidewalks, curbs and/or gutters.

The subgrade shall be thoroughly compacted by tamping and/or rolling to 95% of maximum density at optimum moisture as determined by the current A.A.S.H.O. Method T-99.

The subgrade base shall be inspected and approved by the Engineer before any base gravel is placed upon it.

8. Base Gravel Course

A base gravel course shall be laid on the approved subgrade to the compacted depths as shown on the City of Woodstock standard drawings "Details of Sidewalks, Curbs and Gutters".

The gravel for this course may be pit run gravel all of which shall pass a 50 mm screen.

While being consolidated the gravel shall be kept wet and shall be in that condition when the concrete is placed. Compaction by rolling and/or stamping, shall be continued until a 95% maximum density at optimum moisture is reached as determined by the current A.A.S.H.O. Method T-99.

This gravel base course shall be inspected and approved by the Engineer before any concrete is poured.

9. Forms

Forms shall be of wood or steel of sufficient strength to withstand the pressure of the concrete and shall be so placed to give true alignment and grade according to the approved drawings and to give the slope required in the City of Woodstock standard drawings.

10. Concrete

The proposed design mix shall be to the approval of the Engineer. It shall have a minimum strength of 28 M.P.A. concrete mix and shall contain between 5% and 7% entrained air. It shall have a maximum slump of 75 mm.

The concrete shall be prepared in an approved ready-mix plant, delivered to the site in ready-mix concrete trucks and poured before any initial set can take place.

This concrete shall be poured within the approved forms specified in clause 9.

11. Construction & Expansion Joints

Expansion joints shall be made not more than 5.5 m apart by the use of expansion joint material consisting of 12 mm premoulded bituminous fibre filler meeting the requirements of the MTC Form 509 for the full depth of concrete less 12 mm.

Wherever the construction is against existing sidewalk, curb or gutter 12 mm expansion joint material as previously specified shall be placed.

## 12. Finishing & Protection

The concrete shall be struck off true to cross-section and the surface worked with a wooden float so as to thoroughly compact the concrete and provide a coarse, gritty surface. All edges, joints, etc., shall be rounded and finished with an approved edging tool as indicated in the attached standard drawings. Any excess water so brought to the surface shall be removed.

Face forms for curbs shall be removed as soon as the concrete has sufficiently set and the exposed surfaces finished by means of a moist wooden float or a moist brick. The remaining forms shall not be removed for at least one day after the concrete is placed.

Fresh poured concrete shall be covered with tarred felt or other approved material for a period of seven (7) days and shall be kept moist throughout this period by an application of a curing compound such as 'retecure', 'sealtight' and 'rorncure green' or other approved compound. By-law 6134-84, August 9, 1984; Schedule 'D'.

## **Schedule `E' - PUC Standard Specifications**

### WOODSTOCK PUBLIC UTILITY COMMISSION STANDARD SPECIFICATIONS

#### PREFACE

Wherein this Schedule the following words are used, it shall be understood to refer to and to mean:

Commission - The Woodstock Public Utility Commission

City - The City of Woodstock

Developer - The Developer, owner(s) and/or person(s) who have entered into an agreement with the City and the Commission for the development or subdivision of land and installation of services therein.

1. The Developer agrees to provide to the City on behalf of the Commission, securities in the form of an irrevocable Letter of Credit or Bonds in the amount of 100% of the cost of all work required to provide both water and electric distribution systems and services. These securities are required to guarantee the performance of all work. For the purpose of this Schedule, work shall mean all labour, material and engineering required to install and energize working water and electric distribution systems in the herein named development.
2. The Developer agrees to execute the Commission's servicing contract within 10 days of the signing of this agreement. The servicing agreement provides the terms under which the Commission will allow the Developer to engineer and construct the water and electric system for the herein named development at that Developer's own expense.
3. The provisions of City of Woodstock Development Charges By-laws 6928-92 and 6929-92 shall be complied with prior to the issuance of any building permit under this agreement.
4. The Developer will not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative or other tribunal the right of the Commission to enter into this agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Commission in any such action or proceeding as a complete and conclusive estoppel of any denial of such right. By-law 6935-92, April 2, 1992; Schedule `E'.

**Schedule `F' - Time Limit**

TIME LIMIT FOR COMPLETION OF SERVICES

The owner hereby agrees that the storm and sanitary services will be completed by \_\_\_\_\_

The concrete curbs, concrete sidewalks, and asphalt surface treatments and pavements will be completed by

\_\_\_\_\_

The development of the public land will be completed by

\_\_\_\_\_

These works to be completed in accordance with the requirements of the City of Woodstock.

The Developer hereby agrees that the Public Utility Commission electrical requirements will be completed by

\_\_\_\_\_

The Developer hereby agrees that the Public Utility Commission water requirements will be completed by

\_\_\_\_\_

By-law 6134-84, August 9, 1984; Schedule `F'.