



## **New Subdivision Development - Engineering Process Guide**

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## 1.0 Introduction

### 1.1 General

The Subdivision Engineering Submission Process Guide shall be used as a guideline for the preparation and processing of all engineering submissions for subdivision approvals in the City of Oshawa. This guide will also touch on some of the concurrent Planning Services processes and submissions that are required to finalize and register a subdivision development agreement in the City of Oshawa.

The Development-related engineering submission process starts when the applicant submits a pre-consultation request to Planning Services for Draft Plan Approval.

Each development related submission has its own requirements and it is the responsibility of the consultant/developer to meet these requirements to avoid delays in reviewing and processing the necessary approvals.

### 1.2 Organizational Structure of Development Services Department

The Economic & Development Services Department consists of five separate Branches, as follows: Building Services, Planning Services, Engineering Services, Economic Development Services and Administration & Accessibility Services.

Although both Building Services and Planning Services are referenced throughout the development engineering approval and agreement process, the main focus of the following sections deals with process and requirements as they relate to Engineering Services.

Staff from each of these divisions are involved in the development engineering approval, agreement, and construction process, with Development & Technical Services being the central facilitators and coordinators for development activity within Engineering Services. Development & Technical Services staff work very closely with Planning Services and Building Services in the development process. Development & Technical Services should be the prime contact point in all matters related to development engineering.

1.2.1 The table below lists each Development Services Branch and it's corresponding function with respect to land development:

Division	Key Roles & Responsibilities
Planning	Official Plan, Land Use Zoning, Site Plan, Draft Plan of Subdivision, 40M Plans, Plan of Condominium, Land Division, Part Lot Control, Committee of Adjustment, Site Plan Agreements, Landscape Review

Division	Key Roles & Responsibilities
Engineering Services	Subdivision Detailed Engineering, Storm Water Management Review, Approving utility locations within public R.O.W., Site Alteration Permits (grading, filling, drainage), Field Inspection Services, Subdivision Agreements / Pre-servicing Approvals
Building	Building Permits, Demolition Permits, Plans Examination, Building, plumbing inspections

### 1.3 Other Agencies

#### 1.3.1 The Regional Municipality of Durham

The City of Oshawa is a lower tier municipality located within the Regional Municipality of Durham (Region). The Region is responsible for all sanitary sewers and watermains plus appurtenances that are to be installed on all road allowances and registered easements within the Region. The Region manages a number of Regional Roads within the City and is also responsible for most storm sewers and appurtenances located within their roads. Maps illustrating Regional Roads within the City are provided in Appendix 1.

Subdivider's and their engineering consultant shall contact the Region of Durham, Works Department to obtain copies of the Region's design criteria and standards for sewers, watermains, and Regional roads or visit [www.durham.ca](http://www.durham.ca). The City of Oshawa is primarily responsible for storm water drainage and City streets.

While the Region and City both function as separate entities, there are areas within the development process that are jointly managed by both such as the construction inspection process.

#### 1.3.2 Central Ontario Lake Conservation Authority (CLOCA)

The Central Ontario Lake Conservation Authority (CLOCA) is a local, community-based, environmental organization that is responsible for managing watershed resources within the City of Oshawa. They offer information and analysis by reviewing land use plans, applications under the Planning Act, and supporting technical reports and drawings to provide formal comments that address environmental considerations. CLOCA provides comments on the impact to natural hazards and natural heritage features and systems including:

- Flood plain management
- Impact to identified watersheds
- SWM Outfall locations
- LID Infrastructure

- SWM pond hydraulic calculations to meet watershed targets
- Erosion and slope stability
- Wetlands, shorelines of lakes, rivers, and streams
- Ravines, valleys, and stream corridors
- Natural Heritage Features and Systems
- Groundwater, Source Water Protection, Hydrologic Features and Areas
- Fish and fish habitat protection
- Wildlife, movement and habitat protection

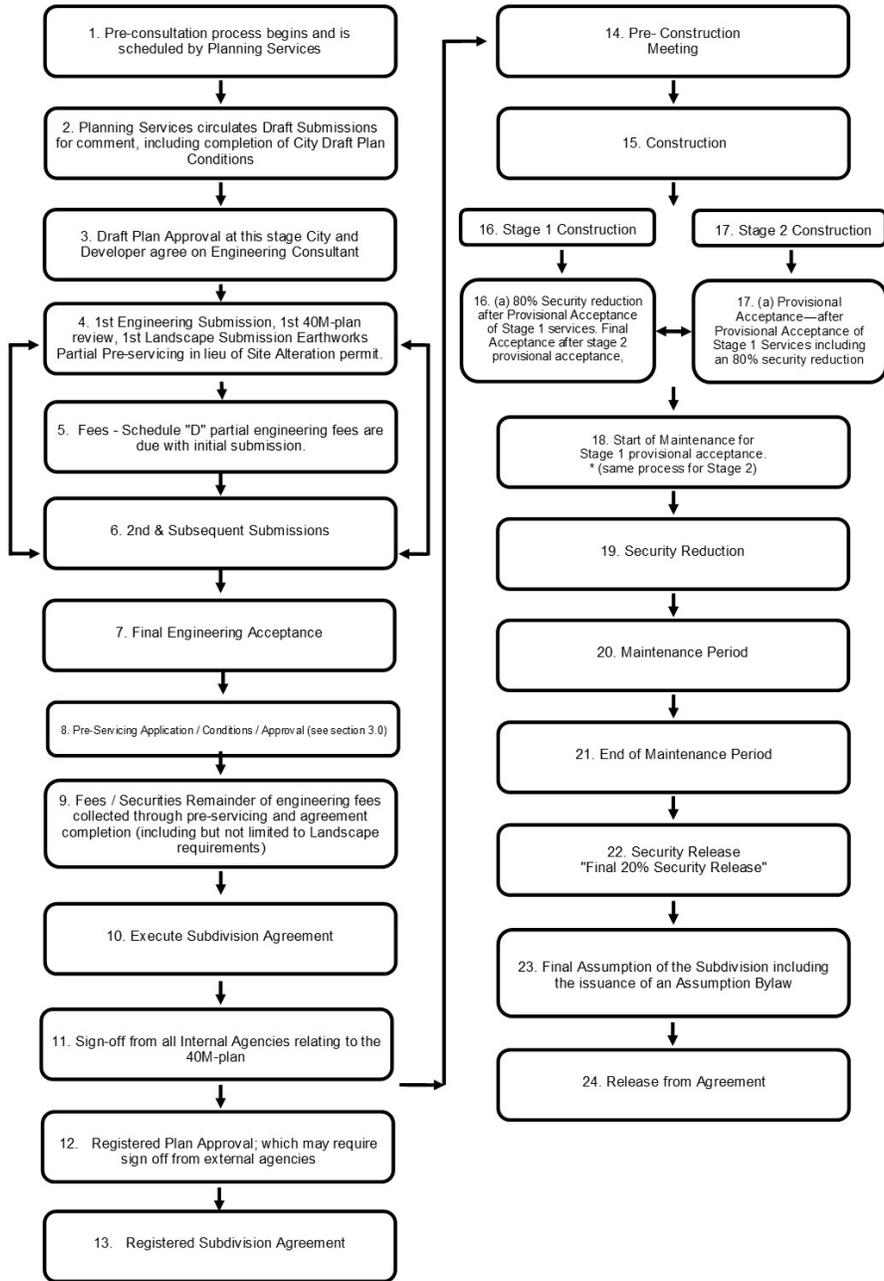
### 1.3.3 Others

There are also a number of other agencies, which may require the submission of engineering documents for approvals and permits or for general coordination. The following list is a sample of such agencies, however the responsibility for obtaining **all** appropriate external agency approvals ultimately shall be the developers and their consultants.

- Ministry of Natural Resources – (M.N.R.)
- Ministry of the Environment, Conservation and Parks – (M.E.C.P.)
- Ministry of Transportation – (M.T.O.)
- Ministry of Municipal Affairs and Housing (M.M.A.H.)
- Department of Fisheries and Oceans – (D.F.O.)
- Canada Post
- Environment Canada
- Oshawa P.U.C. Networks Inc.
- Enbridge Gas Distribution Inc.
- Bell Canada
- Rogers Cable
- Canadian Pacific Railways
- Canadian National Railway

# 1.4 Engineering Approvals & Subdivision Agreement Process

## Development & Technical Services Engineering Subdivision Approval Process



## 1.5 Definition of Terms.

“CLI ECA” The municipal Consolidated Linear Infrastructure Environmental Compliance Approval (CLI ECA) replaces Environmental Compliance Approvals (ECAs) that were previously issued for components of municipal sewage collection systems and municipal stormwater management systems. The CLI ECA approval process gives approval authority to the City of Oshawa from the Province for all low-risk stormwater infrastructure ECAs.

“Exhibit ‘I’ The plan on Legal Sized (8 1/2 X 14) that illustrates existing and proposed sidewalks, fencing and Canada Post community mailbox locations and other related features considered appropriate. This plan must show the lot and block structure of the approved draft 40M-plan with all the related lot and block numbering.

“**Stage 1 Services**” means the construction of all underground services, intersection control and street name signs,(temporary street name signs shall be in place until permanent street name signs are installed), temporary pavement markings, streetlighting, stormwater management facilities, storm sewers, foundation drain collectors, sanitary sewers and watermains with connections, storm sewer connections including catch basins, utility duct road crossings, granular base road with a binder course of asphalt, stage 1 curb, graded boulevards, electrical plant and all appurtenances normally associated with the construction of such services and may also include, where good engineering practice dictates, culverts, walkways, fencing, watercourse alterations and curbs and gutters.

“**Stage 2 Services**” means the completion of any service not included in the Stage 1 construction and without limitation includes the construction of the final course of asphalt pavement on roads, traffic management signage, the final pavement markings, the curbs and gutters, sidewalks, the sodding of boulevards, walkways, cul-de-sacs, the adjustment of all Stage 1 services to fit the Stage 2 construction, if necessary, the cleaning of sewers and any other necessary repair work to the Stage 1 services, driveway repair, and without limiting the generality of the foregoing, may also include any other service which may be required by the subdivision agreement.

“**Subdivider**” means the Subdivider named in the subdivision agreement or anyone obtaining title to any land in the Plan from him directly or indirectly and includes a mortgagee in possession of any land or any contractor retained by the Subdivider to build services or any subcontractor employed under such contractor or any other Subdivider or subcontractor or builder who obtains title to any land in the Plan as the context requires, but shall not extend to or include a homeowner or anyone obtaining title through or from a homeowner as defined in the subdivision agreement.

## **2.0 Subdivision Submission Requirements**

The subdivision of land is subject to the Planning Act, R.S.O. 1990, c. P.13, as provided for under Section 50 of the Act. The requirements in this process guide primarily deals with the application and approval of an engineering submissions for a draft plan of subdivision.

### **2.1 Pre Consultation**

Pre-consultation with the City of Oshawa by the developer and their consultants is mandatory and part of the draft plan development to confirm submission requirements and obtain available engineering data. All pre-consultation meeting requests shall be arranged through Planning Services. The Engineering Services Branch may require a number of studies to adequately review the proposed draft plan. The requirement for and timing of studies will be dependent on the scale of the development and if studies were provided as part of any previous planning process (i.e. Part II Plan).

All enquiries on submission requirements for Draft Plans and Landscape submissions shall be directed through Planning Services. As noted in the Oshawa Engineering Design Manual, the lot grading criteria in section 5.0 has been primarily developed to provide the basic principles to apply to properties under site plan and Subdivision development.

For more information on how to subdivide a piece of land, applicants are directed to contact Planning Services at the City of Oshawa or access the following link:

<https://www.oshawa.ca/en/city-hall/planning-services.aspx>

Upon receipt of a plan and requisite studies, the Development & Technical Services group coordinates comments from other City departments.

### **2.2 Subdivision Engineering Submission Requirements**

The applicant is directed to the City of Oshawa Website for up to date submission requirements: [see](#) Section 2 of the Oshawa Engineering Design Criteria Manual

<https://www.oshawa.ca/en/business-development/engineering-design.aspx>

If the applicant/consultant is unsure of the terms and references required to be included for an acceptable submission, they should contact the City of Oshawa Engineering Services for requirements to be addressed, prior to the first submission.

Development & Technical Services will co-ordinate a response to the Consulting Engineer based on the internal circulation of the engineering submission to other Divisions and Branches within the Development Services Department, and will provide all marked up engineering drawings and other related documents as necessary to clarify the conclusion of comments received through this process. The Development & Technical Services Project Coordinator will provide a response that will describe the requirements for the

subsequent submission as it relates to the next submission and any other engineering related requirements.

### **2.2.1 Incomplete Engineering Submission(s)**

If Engineering Services deems any submission incomplete, the submission will be returned without a complete review or comments. This can result in unnecessary and avoidable time delays.

### **2.2.2 Council Policies on Subdivision Development**

Council policies referred to in this manual which may also be included as Appendices in the City of Oshawa Engineering Design Criteria Manual are transcribed from actual Council minutes. Certain changes in organizational restructuring, minor procedural changes, interpretation and administration of these policies referenced in this New Subdivision Development Engineering Process Guide are sometimes inferred and not actually reflected in the adopted policies.

### **2.2.3 Professional Engineer (Engineering Consultant)**

The Subdivider is responsible for retaining a Professional Engineer to manage all engineering aspects of the subdivision development. A Professional Engineer licensed to practice in the province of Ontario and registered in the relevant design specialties must seal and sign all engineering products, including contract drawings, engineering reports and specifications. In the case of structural and foundation work, two stamps are required. The drawings and reports shall also bear the signature or stamp of the independent checker of the work.

The Consultant shall prepare the design in accordance with accepted technical standards, specifications, guidelines and state-of-the-art practices. Where appropriate, the Engineer/Consultant will be responsible for ensuring compliance with the most recent technical references. The City of Oshawa Engineer or designate will resolve any conflicts in design criteria.

## **2.3 Subsequent Engineering Submissions**

Second and subsequent submissions of drawings and documents must be accompanied by a letter from the Engineer which identifies how previously requested changes or issues were addressed, and outline any additional changes that were made that affect the design previously reviewed by City staff. All copies of the marked drawings or other documents from the previous submission must also be returned. In addition, the applicant must return the comments Matrix with appropriate responses in the format sent to consultant.

This process will continue as above until the various divisions or branches of the department have indicated their acceptance of the drawings.

### **2.3.1 Engineering Review Fee for 5<sup>th</sup> and Subsequent Submission**

Review of detailed engineering submissions for subdivision development that are beyond a 4<sup>th</sup> submission are subject to a fee, as per City of Oshawa General fees and Charges Bylaw 13-2003 as amended. Any submissions received beyond a 4<sup>th</sup> submission shall be submitted alongside a cheque for the required amount.

### **2.4 Consolidated Linear Infrastructure Compliance submission**

The Consolidated Linear Infrastructure Environmental Compliance Approval for the City of Oshawa Stormwater Management System (CLI ECA SWM) streamlines the ECA approval process and gives approval authority to the City from the Province for all low-risk stormwater infrastructure ECAs.

Permissions for Sanitary and Watermain infrastructure changes are managed by the Region of Durham.

#### **2.4.1 When is a CLI ECA SWM permit required?**

A CLI ECA SWM Permit is required if the project includes changes (i.e., additions, modifications, replacements and/or extensions) to the City's stormwater management system under one of the following scenarios:

- Changes are on City-owned property or land which the City has easement rights, including parks and community centres serving a single parcel of land; and
- Addition of new storm sewers, stormwater management facilities (e.g., wet pond) and/or manufactured treatment devices (e.g., oil-grit separator unit) that will service a new subdivision development\*

\* excluding industrial, institutional, and commercial land.

#### **2.4.2 Before you apply for a permit**

All development applications must first go through the City's [Development Review Process](#), regardless of the applicable CLI ECA/EASR process.

Note: To facilitate final approval, it is advised that the requirements of the CLI ECA SWM application are incorporated into the design during the detailed engineering review process.

#### **2.4.3 Permit application forms**

In addition to stamped design documents (report/brief, drawings, design sheets) and the documentation, the consulting engineer is required to complete the appropriate permit application forms from the list below and return signed copies for Oshawa endorsement:

- [SW1: Storm Sewers, Ditches, and Culverts](#) - excludes pumping stations and forcemains.

- SW2: Stormwater Management Facilities - e.g., stormwater management ponds, low-impact development features, manufactured treatment devices, etc.
- SW3: Third Pipe Collection Systems - e.g., sewage works designed to collect and transmit foundation drainage and/or groundwater to a receiving surface water or dry well.

The issuing of this Approval does not negate the requirements of other regulatory agencies.

#### **2.4.4 Application fees and submission**

The applicable fees shall be calculated and assessed based on the current City of Oshawa (City) Engineering Fees are calculated in accordance with the current City Fees and Charges By-law 13 2003 and found in Schedule "D".

- Storm Sewers - Includes standard system components (e.g., Ditches, swales, culverts, inlets, manholes, outlets)
- Manufactured Treatment Device only (e.g., Oil-grit separator unit, filter unit)
- Stormwater Management Facility (e.g., Wet pond, engineered system with treatment) or Low Impact Development Filtration Facility (e.g., Bioretention facility)
- Stormwater Storage Facility (e.g., engineered system without treatment) or Low Impact Development Retention Facility (e.g., infiltration, evapotranspiration)

Questions regarding the application or fees can be directed to the Development Engineering Project Coordinator reviewing the file.

#### **2.4.5 Final Engineering Requirements**

The Engineer should consult with staff of Development & Technical Services to determine the final approval submission requirements for the agreement plans and Issued for Construction documents, which may be required on the conclusion of the engineering.

However, the general requirements are summarized as follows:

- Four (4) full scale sets of the final engineering drawings, stamped dated and initialed
- Two (2) half scale sets of the final engineering drawings
- Five (5) full-sized folded copies (8 ½ x 14) of the general plan(s)
- A digital copy of all resubmitted materials in a format compatible with City approved software.
- One (1) copy of the finalized Servicing Costs Estimate (as defined in section 2.2.6) in .XLS format
- One (1) copy of the SWM Operations Manual (if applicable)
- Draft copy of Exhibit 'I'

These final engineering drawings will be stamped and endorsed by Engineering Services for identification as the plans to form Appendix "II" of the subdivision agreement.

### **3.0 Pre-Servicing**

In order for a Subdivider to obtain pre-servicing approval, the Subdivider, or their Engineer, must provide a formal written request to Engineering Services requesting approval to pre-serve. The approval does not relieve the owner and/or applicant of the obligation to secure any other applicable approvals required for the proposed works. The owner shall further acknowledge and agree to obtain the Pre-Servicing: Earthworks Approval (Formerly Site Alteration Permit) prior to any grading activities within the limit of the Draft Plan.

After Engineering Services has received an official request for Pre-Servicing, Engineering Services will issue a set of Pre-Servicing Conditions. The Pre-Servicing Conditions must be satisfied prior to the Engineering Services issuing Pre-Servicing Approval.

#### **3.1 Pre-Servicing: Earthworks Approval (Formerly Site Alteration Permit)**

Authority for Earthworks or Site Alteration Approval, prior to finalizing a subdivision agreement with the City, is obtained by applying for and receiving Pre-Servicing – Earthworks approval and satisfying conditions and secure applicable approvals required for the proposed works. It is the sole responsibility of the developer (financial and otherwise) to ensure all approvals are in place, prior to any site alteration.

#### **3.2 Pre-Servicing: Undergrounds Approval**

Authority for subdivision pre-servicing approval, prior to execution of a subdivision or development agreement, is delegated to the Director of Engineering Services. Pre-servicing will only be considered where it is not possible to execute a subdivision agreement in the period required to commence servicing for engineered servicing that has otherwise found to be acceptable with conformation from all agencies and authorities involved.

### **4.0 Subdivision Agreement**

Development & Technical Services will initiate the preparation of the first draft subdivision agreement following acceptance of the engineering drawings in principle, reference plans describing easements, draft 40M plan, the servicing cost estimate and the CLI's. Once Development & Technical Services has completed the first draft, it is forwarded to Planning Services for their input.

#### **4.1 Servicing Cost Estimates**

The Engineer will provide Development & Technical Services with a detailed cost estimate of the servicing for the subdivision for review, approval and calculation of the related fees to be included with the subdivision agreement. This information is required prior to, or as part of any request of pre-servicing.

See appendix 2 for template of servicing costs estimate.

## **4.2 Engineering Fees**

City of Oshawa (City) Engineering Fees for engineering reviews and construction inspection are calculated in accordance with the current City Fees and Charges By-law 13 2003 and found in Schedule "D".

### **4.2.1 Total Engineering Fee**

The Total Engineering Fee is a requirement prior to finalizing the Subdivision Agreement. This fee is calculated in accordance with the Current Fees and Charges By Law noted above. To calculate the City's Total Engineering Fee, the total cost of all servicing works is used to determine the fee bracket. Total Engineering Fee is a percentage of the City's portion of the servicing works or a minimum of, based on the fee bracket. The Preliminary Engineering Fee is credited towards this fee.

### **4.2.2 Preliminary Engineering Fee**

A Preliminary Engineering Fee (base fee) according to the General Fees and Charges Bylaw to cover all Engineering Services costs associated with processing of the draft plan of subdivision, subdivision agreement, review of engineering drawings, construction inspection and acceptance of municipal services. This base fee forms part of the payment requirements calculated in accordance with By-law 13-2003. The fee must be paid prior to review and circulation of the First Engineering Submission. This non-refundable fee will be credited towards the Total Engineering Fee required for the municipal infrastructure works.

### **4.2.3 Storm Water Management Facility Fee**

City staff establishes a fee amount for each development based on matters such as the size of the forebay, pond storage volume and estimated cost rate for sediment removal. The fee is only used for one future clean-out of a pond. Oshawa City Council authorized the fee through the implementation of Staff Report DS-16-211 approved and dated December 5, 2016.

### **4.2.4 Final Engineering Fee**

A Final Engineering Fee is a requirement of the subdivision agreement. This fee is calculated in accordance with the Current Fees and Charges By-law noted above as the Total Engineering Fee minus the previously collected Processing Fees.

In addition to engineering and inspection fees, there are other fixed fees collected with the execution of the subdivision agreement in accordance with the General Fees and Charges By-law. Contact the Development Engineering Coordinator for required fees.

### **4.3 City's Share of Services - Oversizing**

The City will cost share in any "oversizing" of collector and arterial roads. Section 44 of the Development Charges Act, 1997, S.O. 1997, c. 27, allows a municipality to enter into a cost share agreement as a means for advancing public infrastructure (roads, sewers, watermains, etc.) to support development and growth.

The financial responsibilities for both the Developer and the City are further detailed in the Development Charges Background Study, which is available on the City of Oshawa website.

### **4.4 Security for Services**

In order to ensure the performance by the Subdivider for the installation, maintenance and repairs of the various public services and other matters performed by the Subdivider, the Subdivider shall deposit with the City, securities in the amount of **100%** of the estimated cost of the installation of the public services and other matters for which they are responsible.

A copy of City Council's policy in this regard is provided in the Appendices of this manual.

#### **4.4.1 Types of Securities Acceptable for Subdivision Deposit**

A Subdivider may be allowed the choice of any one or a combination of the following types of securities for subdivision deposits:

- a) Cash or Certified Cheque;
- b) Letter of Credit from a Chartered Bank;

A copy of City Council's policy and procedure for Types of Securities is provided in the Appendices 4 of this manual.

### **4.5 Insurance**

Before commencing the construction of any services, and in accordance with the terms set out in the City's Subdivision Agreement, the Subdivider must provide the City with verification that it has in place a Commercial Liability (CGL). The insurance policy shall be written on an occurrence basis with a liability of not less than five million dollars (\$5,000,000) per accident or occurrence and the City named on the policy as an Additional insured without subrogation, but only with respect to liability arising out of the operations of the Subdivider Construction.

## 5.0 Pre-Construction Meeting

Following acceptance of the contractor, the Subdivider's Engineer shall arrange a pre-construction meeting and must provide at least 48hrs notice with Construction Services At which time the Engineer must provide the City with the following:

- Contract bond, labour & materials bond, certificate of insurance, WSIB clearance certificate
- List of emergency contacts and telephone number of the consultant's contact person and qualified site inspectors in the event of an emergency.
- Materials suppliers
- Sub-Contractor Status
- Mix designs
- Work schedule that includes completion of Stage 1 and Stage 2 services
- Two complete sets of contract documents, including prices, one set of which will be executed by the Subdivider and the Contractor
- Long lead items
- Notice of project to Ministry of Labour
- Traffic Management Plan
- Company Safety Policy

### 5.1 "As Built" Requirements

For general as built drawing requirements please refer to section 11 of the City of Oshawa Engineering Design Criteria Manual. For Subdivision related as built requirements the following is required.

#### 5.1.1 Stage 1 Services

The Engineer must submit the following documents and information to Construction Services in order to obtain an inspection certificate from Construction Services.

- Video inspection of all storm sewers, F.D.C. sewers, sanitary sewers, catchbasin leads, storm sewer connections and under-drains. Refer to the Region of Durham's Construction Specifications for Regional Services, Section 01450, Clause 1.07 - Camera Inspection for the correct format
- All soils and material test results as set out in Section 8.4 Material Testing – New Subdivisions in the Oshawa Engineering Design Criteria Manual
- Tabulated list of "As Built" inverts, pipe lengths and pipe grades of all storm sewers, FDC sewers, catchbasin leads and storm sewer connections for review and confirmation.
- Digital file of design sheets recalculated to conform to as-built measurements for House service connections (laterals) for water, sanitary, F.D.C. and storm sewers (where roof drain connections are provided for street town homes) are required to be shown on a location plan.

- "As Built" information of all control grade elevations (pond invert, berm weirs, orifice plate, riser pipe inlets, etc.) together with piping inverts and grades for any stormwater management facility for review and confirmation.

### 5.1.2 Stage 2 Services

The Engineer must submit all documents and information as previously listed in the requirements for Stage 1 services that would relate to the quality control construction of the Stage 2 services to Construction Services to allow confirmation of the inspection of the "As Built" Stage 2 services.

The following declaration is required for all Stage 2 as built plans:

*I, \_\_\_\_\_, P.Eng., hereby confirm that the as built information shown on this plan is accurate to within acceptable thresholds of City of Oshawa Engineering design standards and that the information contained on these drawings accurately reflects what has been constructed.*

If the Engineer making the above declaration/acknowledgement differs from the Engineer who stamped the original drawings then the stamp on the as built is to be updated to reflect this.

### 5.2 Provisional & Final Acceptance of Subdivision Services

The Subdivider, following completion of construction and rectification of all deficiencies of City services, shall be entitled to a certificate of Acceptance (completion acceptance) of the services constructed. The following chart shows the requirements for each stage of Acceptance.

	Stage 1 Provisional Acceptance	Stage 2 Provisional Acceptance	Stage 1 Final Acceptance	Stage 2 Final Acceptance (Assumption)
Consulting Engineer's Certificate	✓	✓		
OPUC Offer to Connect	✓			
Utility Contract Information	✓			
Regional Inspection Certificate	✓		✓	
Streetlight Inspection Certificate	✓		✓	✓
City Inspection Certificate	✓	✓	✓	✓
Statutory Declaration	✓	✓	✓	✓
{FEE} Letter of Credit Reduction Fee	✓	✓	✓	

	Stage 1 Provisional Acceptance	Stage 2 Provisional Acceptance	Stage 1 Final Acceptance	Stage 2 Final Acceptance (Assumption)
{FEE} Processing of Final Acceptance / Assumption Bylaw				✓
OLS Certificate				✓
Cross Connection Certificate				✓
As Built Drawings				✓
Lot Grading Certificates				✓
1.0m Driveway Clearance Letter				✓

### 5.3 Engineering Services Requirements for Building Permit Release

Certain conditions will have to be satisfied in order for Engineering Services to provide approval of the release of building permits within a subdivision. Some standard conditions of Engineering Services are below. The Subdivider shall also review the registered agreement (Schedule 'D') for any other specific conditions that require satisfaction prior to the issuance of building permits.

- The services on the streets within a plan of subdivision have been constructed and the full depths of Granular "B" gravel and Granular "A" gravel have been placed
- Submission of evidence that an agreement has been executed with the Oshawa PUC Networks Inc. and/or the private utility contractor for installation of street lighting.
- The proposed erosion and sediment controls have been implemented and are functioning to the satisfaction of Engineering Services

### 5.4 Guarantee & Maintenance Period

In accordance with City Council policy regarding residential development, the Subdivider shall guarantee all of the Services from all defects in workmanship or material for a minimum period of two years. During the maintenance period the Subdivider shall maintain all services in good working order and in a good state of repair.

## 6.0 Miscellaneous - Development

### 6.1 Lot Grading Deposits & Certificates

All lot grading will be inspected and certified by the builder's / Subdivider's engineer to ensure it follows the approved grading design. Once satisfied, the engineer will forward a lot grading certificate to both the developer and the City.

Any required revised lot grading certificates as per Section 2.2 of the Subdivision Agreement and as per Article 26 of Appendix 'I' are also to be completed by the builder's /

Subdivider's engineer. Once satisfied, the engineer will forward a lot grading certificate to both the developer and the City.

The City does not hold grading deposits; these deposits are a private matter between the builder and homeowner. Typically, in Purchase and Sale Agreements, the agreement between the builder and the homeowner indicates the refund is returned upon final acceptance or assumption of the subdivision. The City cannot issue an assumption bylaw until the Developer has fulfilled all of the requirements of the registered Subdivision Agreement.

## **6.2 Asset Management**

The City aims to promote sustainable designs and standards in its Asset Management practices. This process is intended to maximize the lifespan of assets at the most cost-effective rate.

The design of municipal infrastructure shall be aligned with the City's [Asset Management Plan](#) and [Strategic Asset Management Policy](#).

To support infrastructure design decisions, a cost benefit analysis may be required to evaluate the financial implications and whole life cost in comparison to alternative solutions.

## **6.3 Stormwater Management Cash-in-Lieu**

A Cash-in-Lieu contribution may be an option to developers in lieu of installing stormwater controls where a typical stormwater management device/feature for the purpose of stormwater quality or stream erosion/volume control may not be feasible or practical.

The City of Oshawa will maintain control over whether this option is available. Developers cannot make use of the cash-in-lieu option without pre-approval from the City of Oshawa.

Cash-in-Lieu contribution is based on the value equivalent to the installation cost of the device/feature required to meet the applicable stormwater target.

Cost estimate for the in lieu contribution shall be prepared by developer's consultant and submitted to City staff for approval

## **6.4 Residential Development Charges**

The City of Oshawa Development Charge By-law as amended from time to time provides for charges to be imposed against development of land to pay for increased capital costs required to satisfy the increased needs for services arising from the development of the area to which the by-law applies.

The Subdivider should contact Building Services for a copy of current City development charges. The City's website will also provide a copy of the current by-law and current

charges. All City residential Development Charges are collected by Building Services prior to issuance of a building permit.

In addition to City of Oshawa Development Charges the following agencies also collect separate development charges; the Region of Durham, the Durham Board of Education and the Durham Catholic Board of Education.

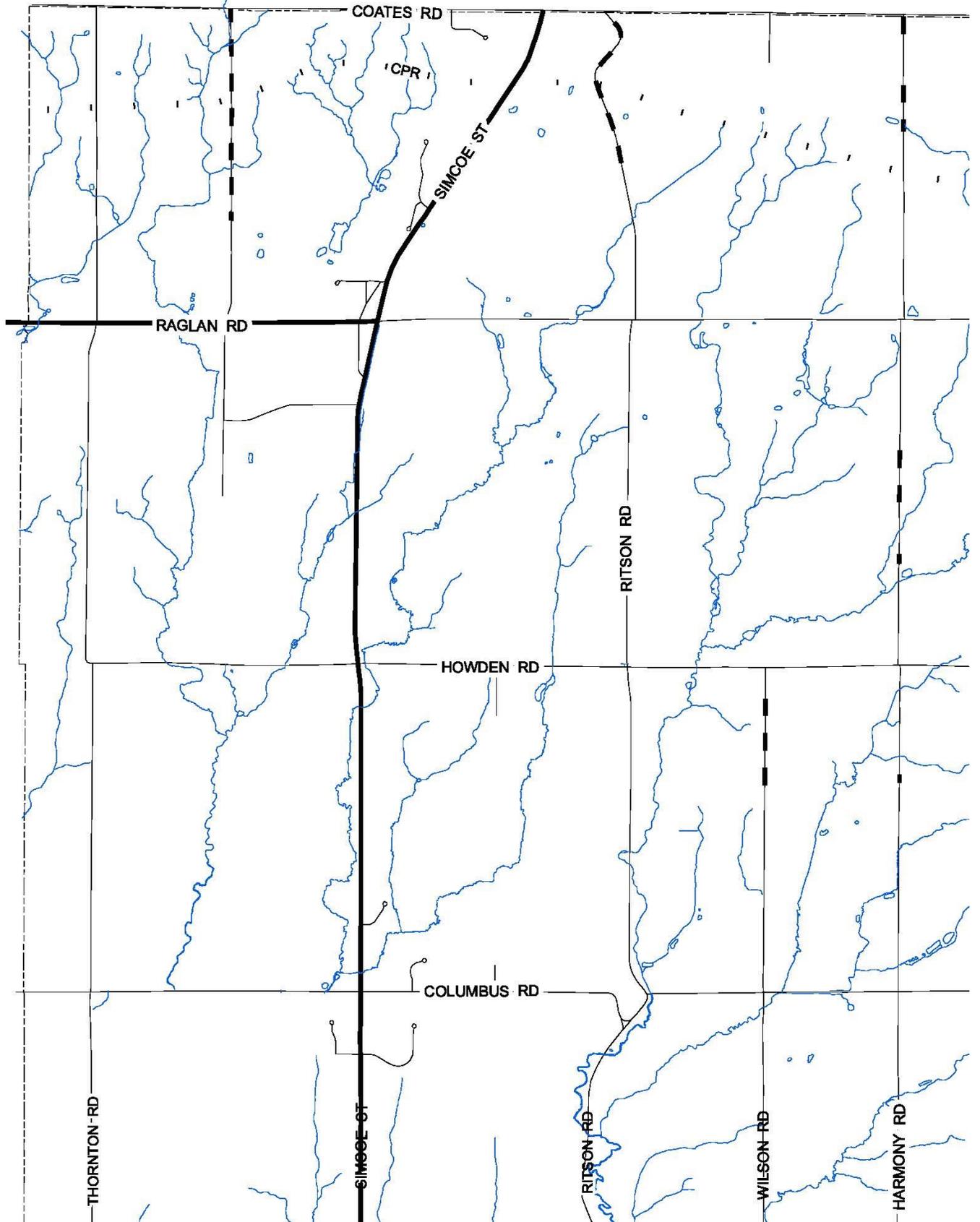
## **6.5 Provision of Services by the City of Oshawa**

The Subdivider will be responsible for the cost of any signs and install street name and traffic control signs upon completion of Stage I Services. For additional information on the City's standards and policies related to provision of street signs refer to Section 11.0 of the current City of Oshawa Engineering Design Manual & Oshawa Standards and Specifications Drawings.

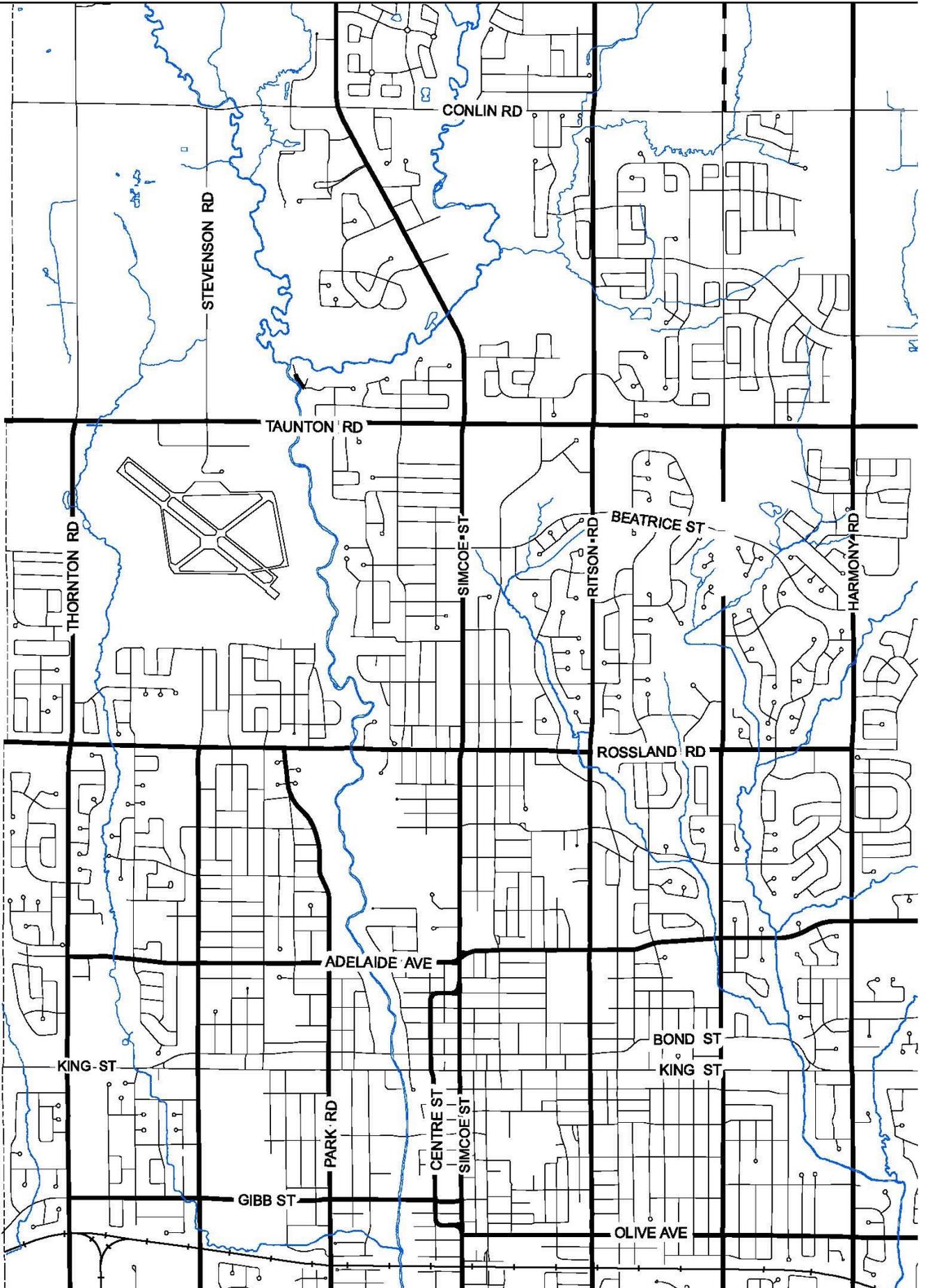
Winter road maintenance and waste collection will be provided by the City upon completion of Stage I Services and upon occupancy of any dwelling unit. Winter sidewalk maintenance will be provided by the City where the sidewalk is adjacent to City property and where boulevard grading has been completed. Waste collection will only be provided to occupied dwellings. The Subdivider will, at their expense, be responsible for snow plowing and waste collection services if any dwellings are occupied prior to binder asphalt being placed. The Subdivider will also, at their expense, be responsible for snow plowing of all emergency access roads as may be required because of phasing limits to provide secondary access as determined necessary through the engineering review process.

TOWNSHIP OF SCUGOG

TOWN OF WHITBY



TOWN OF WHITBY



**CONSULTANT'S ESTIMATED SERVICING COSTS**

DEVELOPMENT:  
CONSULTANT:

SUBD. FILE NO.:  
ESTIMATE DATE:

**REGIONAL FACILITIES:** ESTIMATED CONSTRUCTION COST

(Incl 5% Contingencies)

**CITY FACILITIES:** ESTIMATED CONSTRUCTION COST

**Agreement**  
**Securable**

**STAGE I SERVICES**

- STORMWATER MANAGEMENT POND
- STORM SEWER SYSTEM & CONNECTIONS
  - \*\* STORM CONNECTIONS ONLY \*\*
- FOUNDATION DRAIN SYSTEM & CONNECTIONS
- ROADWORKS:
  - FINE GRADING
  - TEMP/EMERG ACCESS ROAD
  - GRANULAR BASE FOR ROADS
  - SUBDRAINS
  - STAGE I BASE CURB
  - ASPHALT BINDER PAVEMENT
  - TRAFFIC CONTROL (SIGNS AND TEMPORARY PAVEMENT MARKINGS)
  - MISCELLANEOUS ROADWORKS
- STREETLIGHTING

**Subtotal A** \_\_\_\_\_

+ 5% CONTRACT CONTINGENCIES

+ 10% CONTRACT ENGINEERING \_\_\_\_\_

**STAGE I TOTAL**

**STAGE II SERVICES**

- ASPHALT SURFACE PAVING (INCLUDING FINAL PAVEMENT MARKINGS)
- STAGE II CURB AND GUTTER
- BOULEVARD GRADING AND SODDING
- CONCRETE SIDEWALK

**Subtotal B** \_\_\_\_\_

+ 5% CONTRACT CONTINGENCIES

+ 10% CONTRACT ENGINEERING \_\_\_\_\_

**STAGE II TOTAL**

**(Securable) ESTIMATED CITY FACILITIES DEPOSIT:** \_\_\_\_\_

SILTATION CONTROL DEPOSIT: \_\_\_\_\_

ROADWAY DAMAGE DEPOSIT: \_\_\_\_\_

Appendix 3

**POLICY & PROCEDURE No. 2.3.1-020**

**DEPARTMENT OF PUBLIC WORKS  
DIVISION: ENGINEERING SERVICES  
SECTION: ADMINISTRATIVE**

**PAGE NO: 1 OF 10**

**REVISION NO: 3  
DATE: 1995 05 01**

**ESTABLISHED: 1986 03 03**

**TITLE: RESIDENTIAL DEVELOPMENT PHASE 1**

**PURPOSE**

To outline the terms under which a Developer be allowed to engage his own contractor to construct required municipal services and to engage his own consultant to ensure such services are built to the City's standards.

**SOURCE**

City Council, 1986 03 03

City Council, 1986 05 20 (amendments and additions)

City Council, 1995 05 01 (amendment)

**POLICY**

City Council, 1986 03 03

That effective for any subdivision agreement which the City enters into subsequent to the date of Council's adoption of this motion, the subdivider shall be required to engage a contractor to construct the various public services within the plan of subdivision subject to the following conditions:

## **POLICY (Cont'd)**

1. The subdivider shall retain a professional engineer approved by the Commissioner of Public Works Services to carry out all the necessary engineering, including design, contract administration and full time resident supervision of the work required for the development of the subdivision as required by the Commissioner of Public Works Services and in accordance with the policies, standards and specifications of the City.
2. Any contractor to be employed by the subdivider to construct the public services shall be subject to approval by the Commissioner of Public Works Services.
3. The subdivider shall prepare all required schedules and reports as may be required by the City relating to the construction of all public services and submit the same to, and obtain the approval of, the Commissioner of Public Works Services.

City Council, 1995 05 01

4. In order to ensure the performance by the subdivider of the installation, maintenance and repairs of the various public services and other matters to be performed by the subdivider, the subdivider shall deposit with the City a Letter of Credit in the amount of 100% of the estimated cost of the installation of the public services and other matters for which it is responsible. The City will from time to time reduce the Letter of Credit as work progresses on a contract to a maximum of 80% of the estimated cost of the services upon which the Letter of Credit was based. The balance of the Letter of Credit (20%) will be retained by the City to insure performance under the guarantee and maintenance requirements of this Appendix.
5. No building permit shall be issued until:
  - (a) the highway in front of the lot for which a building permit is being applied for, and any other highways required to give access to such lot, have been completed to the stage of construction of full depths of Granular "B" gravel and Granular "A" gravel and is, in the opinion of the Commissioner of Public Works Services of the City, in proper traffic condition for vehicular traffic;

## **POLICY (Cont'd)**

- (b) the sanitary sewer and water facilities required to service the lot have been completed on the street upon which the lot fronts and are connected to the Region's water and sewer system so as to provide an adequate sewer and water system to the lot;
- (c) the storm sewer facilities required to service the lot and to drain the highways required to be completed in (a) above have been completed.

City Council, 1986 05 20

Notwithstanding the provisions set out above, building permits will be issued to permit the erection of model homes on lots in a location acceptable to the City to a maximum of 10% of the total number of lots being serviced in the plan.

6. No building within the plan of subdivision shall be occupied until:
  - (a) water and sanitary sewer service to the said building is in operation;
  - (b) hydro electric service to the building is in operation;
  - (c) the highway in front of such building and any other highways required to give access to such building has been graded, leveled and surfaced with binder course of asphalt. It is understood, however, that it may not be advisable, because of weather conditions, to complete the binder course of asphalt during the period of October 30th of any year to June 30th of the following year. It is agreed, therefore, that an application for an Occupancy Permit will not be refused during the period of October 30th of any year to June 30th of the following year, by reason of the lack of a binder course of asphalt, provided due diligence has been given to completing the binder course of asphalt by October 30th when possible.
7. If any dwellings become occupied adjacent to roads or parts thereof that do not have a binder course of asphalt pavement, the subdivider shall undertake winter control operations on such roads from such occupied dwellings to existing paved roads and shall provide refuse collection to such dwelling units.

## **POLICY (Cont'd)**

City Council, 1986 03 03

8. Generally, the construction of surface course asphalt, curb and gutter and sidewalk, shall be undertaken as a second stage contract after 80 percent of the lots on a street have been built up. The subdivider shall obtain approval of the Commissioner of Public Works Services prior to proceeding with such construction.
9. The subdivider shall guarantee all the services from all defects in workmanship or material for a period of two years. During the two year maintenance period the subdivider shall maintain all services in good working order and in a good state of repair.

City Council, 1986 05 20

10. The City's contribution towards the increased capacity of collector roads be made to subdividers on a fixed basis following completion of their contracts.

## **Development and Planning**

### **PROCEDURE**

This procedure is established to guide the processing of subdivision developments where Subdividers will engage a Professional Engineer to prepare construction drawings, contract tender and the awarding and administering of the construction of municipal services.

- 1.1 (i) "Stage I Services" means the construction of storm sewers, sanitary sewers and watermains with connections, storm sewer connections including catch basins, utility duct road crossings, granular base road with a binder course of asphalt, graded boulevards, electrical plant and all appurtenances normally associated with the construction of such services and may also include, where good engineering practice dictates, culverts, walkways, fencing, watercourse alterations and curbs and gutters.

## **PROCEDURE (Cont'd)**

- (ii) "Stage II Services" means the completion of any service not included in the Stage I construction and the construction of the final course of asphalt pavement on roads, the construction of curbs and gutters, sidewalks, the sodding of boulevards, walkways, cul-de-sacs, the adjustment of all Stage I services to fit the Stage II construction, if necessary, the cleaning of sewers and any other necessary repair work to the Stage I services, driveway repair, and without limiting the generality of the foregoing, may also include the planting of trees on the boulevards and any other service which may be required by the subdivision agreement;
  
- (iii) "Subdivider" means the Subdivider named in the subdivision agreement or anyone obtaining title to any land in the Plan from him directly or indirectly and includes a mortgagee in possession of any land or any contractor retained by the Subdivider to build services or any subcontractor employed under such contractor or any other developer or subcontractor or builder who obtains title to any land in the Plan as the context requires, but shall not extend to or include a homeowner or anyone obtaining title through or from a homeowner as defined in the subdivision agreement.
  
- (iv) "Engineer" means a Professional Engineer who holds Certificates of Authorization as required by the Professional Engineers Act of the Province of Ontario and who has been engaged by the Subdivider to provide professional engineering services to carry out detailed designs and to undertake contract administration and to act as the Subdivider's representative in all matters pertaining to the development of the plan and the construction of services.
  
- (v) "Tender" means the contract tender agreement which includes, but is not limited to, the form of tender, the instructions to contractors, the general conditions of the contract, the special conditions or provisions of the contract, the detailed specifications of the contract, the standard specifications of the contract and the contract drawings.

## Design

- 1.1 Prior to the preparation of construction drawings, the Subdivider will advise the Engineering Services Manager in writing of the name of the Engineer proposed to be engaged to carry out the design and administration required to develop his plan of subdivision. The Engineering Services Manager will advise the Subdivider in writing within ten working days from receipt of the letter if the Engineer proposed to be engaged *is not* acceptable to the Commissioner of Public Works Services.
- 1.2 The Engineer shall prepare construction drawings for Stage I and Stage II services and such designs and soils investigations as may be required, all in accordance with the standards and design requirements of the City. Soils investigation and reports prepared by soils consultants when reviewed will be circulated to the Chief Materials Inspector for review and approval. Six sets of the completed drawings will be submitted by the Engineer to the Engineering Services Manager. These drawings upon receipt will be forwarded to the Road Design Division and the Water Resources Section for review in accordance with standard review procedures. The Design Divisions upon completion of their review will return the drawings with comments to the Engineering Services Manager who will co-ordinate a response for return with the drawings to the Engineer. Further submission of drawings will continue to be processed as above until the Design Divisions indicate their acceptance. The final submission of drawings for Stage I services must include all ducts required by utility companies for the provision of their plant.
- 1.3 The Engineer, following acceptance of the construction drawings, will provide the Engineering Services Manager with a detailed estimate of the cost of servicing the development. The estimate will be verified by the Engineering Services Manager and if accepted, used in the preparation of the engineering and inspection fees to be incorporated into the subdivision agreement.
- 1.4 The Engineering Services Manager will initiate the preparation of the subdivision agreement following acceptance of the construction drawings, easement drawings, final plans of subdivision and service cost estimates.

## **PROCEDURE (Cont'd)**

- 1.5 The Engineer prior to calling of Tenders for the construction of Stage I or Stage II services, as the case may be, must submit the Tender documents together with a covering letter to the Engineering Services Manager advising that the Tender as prepared is in compliance with City of Oshawa requirements (Standards and Specifications) and/or setting out any deviations from the City's requirements contemplated in the Tender. The Tender upon receipt will be forwarded together with a copy of the covering letter to the Construction Engineer for his review and acceptance. The Construction Engineer will advise the Engineering Services Manager if the Tender is acceptable or alternatively of any changes which he may require. The Engineer will be advised accordingly by the Engineering Services Manager. It is noted that 45 days prior to tendering a contract for the Stage II services, the Engineer must contact the City and the Region to confirm that the storm sewers, foundation drain collector pipes and the sanitary sewers have been televised and/or to request the City and the Region to expedite the television inspection of their respective services. (Note: The Engineer is responsible for cleaning sewers prior to televising.) It is further noted that construction of the Stage II services shall not commence until Provisional Acceptance of Stage I services has been provided by the City, which will not be issued prior to receipt of Provisional Acceptance of Oshawa Public Utilities Commission, Provisional Acceptance from the Region, 80 percent of the buildings on a street are completed and one winter season has lapsed following completion of the underground services.
  
- 1.6 The Subdivider prior to signing any contract for the construction of either Stage I or Stage II services must obtain written approval of the Commissioner of Public Works Services or designate for any contractor or subcontractor to be employed to construct the services. The Engineer will be required to provide the Engineering Services Manager with the name of the contractor proposed to be employed to construct the services. The Engineering Services Manager will consult with the Construction Engineer on the acceptability of the contractor and will advise the Engineer within ten (10) working days of the acceptance or rejection of the contractor. In those instances where the contractor has not previously been employed within the City for the construction of services for or on behalf of the City, references with the name of contact persons must be provided.

If the contract includes the construction of any services for which the City has a financial contribution, except for the excess width of collector roads, the Engineer must in addition provide the City with a complete set of contract documents as tendered by the contractor for review by the City. The City will within ten (10) working days of receipt of the Tender advise of its acceptance or rejection of the Tender.

## **PROCEDURE (Cont'd)**

### **Construction**

2.1 Following acceptance of the contractor and if required the Tender, the Engineer must arrange with the City's Construction Engineer for a preconstruction meeting. The Construction Engineer will advise all affected staff of the time, date and location of the meeting.

The Engineer must prior to or at the meeting provide the City with the following:

- a contract construction schedule and dates of completion; (The Construction Engineer will provide the Traffic Co-ordinator with a copy of the schedule. The Traffic Co-ordinator, upon receipt of the schedule will order street signs in sufficient time to ensure they are available for erection upon the completion of construction of Stage I services.)
- two complete sets of contract documents, including prices, one set of which will be executed by the Subdivider and the contractor;
- verification that Subdivider's insurance liability endorsement has been lodged with the City Treasury Department. If the liability insurance endorsement excludes blasting, the Engineer must provide confirmation in writing to the Engineering Services Manager that blasting will not be permitted during the construction of services.
- verification that Letter of Credit to secure services has been lodged with the City;
- a resume of the full-time Resident Inspector to be employed by the Engineer to administer the contract;
- the name and telephone number of the consultant's contact person in the event of an emergency. (The Construction Engineer will provide this information to Public Works Services Maintenance Engineer.)

## **PROCEDURE (Cont'd)**

- 2.2 The Engineer must provide the Construction Engineer with 48-hours notice prior to commencing construction. The subdivision agreement must be executed by the Subdivider and all monetary securities and insurance endorsements required under the agreement lodged with the City. During the course of construction of the services, the Engineer will liaise with the Construction Engineer or designate on all matters relating to the contract construction. The contract will be subject to the policies established by the Construction Division with respect to quality control and other matters.
- 2.3 During the course of construction, should any major problems relating to construction, performance or otherwise become evident, the Construction Engineer will bring such matters to the attention of the Engineering Services Manager for appropriate follow-up action.
- 2.4 The Engineer may apply to the City for reductions in the letter of credit deposited with the City to secure construction of the services or request payment for the City's share of the services as progress payments are made to the contractor. Request in this regard must be accompanied by:
- (i) A copy of the progress payment certified as correct by the Engineer.
  - (ii) A comparison between the estimates in the subdivision agreement and the progress payment. The comparison must show items, quantities, unit prices and totals for both the estimate and the work completed as per the progress payment certificate including quantities and unit prices.
  - (iii) A letter from the contractor confirming receipt of the payment set out in the payment certificate.
  - (iv) A letter from the Subdivider or Engineer confirming that the payment set out under the payment certificate has been made to the contractor. (Note: Samples of the letters acceptable to the City for items (c) & (d) above are available from the Engineering Services Manager. Letters submitted must be on the Subdivider's or the Engineer's letterhead.)

## **PROCEDURE (Cont'd)**

- (v) A statutory declaration from the subdivider declaring that the Construction Lien Act S.O. 1983, Chapter 6 as amended, has been complied with.

It is noted that in those instances where the City has a share of the work in the progress or final payment certificate or for the excess width of collector roads and the Engineer is requesting payment to reimburse the Subdivider, payment to the Subdivider shall not be made until or unless the street upon which the work was completed is dedicated as a public highway.

- 2.5 The Subdivider shall not be entitled to building permits until the services on the streets within a plan of subdivision have been constructed and the full depths of Granular "B" gravel and Granular "A" gravel have been placed. The subdivider is, however, entitled to permits for model homes as provided for under Paragraph 13 of Appendix I to the subdivision agreement. The Construction Engineer will advise the Engineering Services Manager upon the completion of Granular "A" and Granular "B" gravel. In addition the Subdivider or his Engineer will be required to provide evidence that an agreement has been executed with the Oshawa Public Utilities Commission for installation of their electrical plant. The Engineering Services Manager upon receipt of the above will advise the Building Division of the Department of Development and Planning Services that subject to the terms of the subdivision agreement the Department of Public Works Services would have no objection to the issuance of building permits. Normally foundation drains will connect to the storm sewer, however, the notification provided to the Building Branch must advise when the foundation drains are connected to the sanitary sewer and request that the Chief Plumbing Inspector be advised accordingly.
- 2.6 The Subdivider shall normally not be entitled to permit occupancy until binder asphalt has been completed within the subdivision. The City will with the completion of binder asphalt, assume the responsibility of snow plowing, winter control of the roads, the installation of traffic control signing, and street name signs. In order to advise and/or initiate these works, the Construction Engineer will by memorandum advise the Engineering Services Manager, the Maintenance Engineer and the Traffic Co-ordinator, following completion of the binder asphalt pavement. Each Division or Section notified will initiate the appropriate action within that Division or Section.

## **POST CONSTRUCTION**

- 2.7 The Construction Engineer following completion of construction and rectification of all deficiencies of City services and upon receipt of certification from the Engineer that the works have been constructed in accordance with the approved plans will issue to the Subdivider a letter of Provisional Acceptance (completion acceptances) of the services constructed. The letter will provide the date to be taken as the commencement date of the maintenance guarantee period. The Provisional Acceptance and guarantee maintenance period may be coincidental with the acceptance and maintenance period dates issued by the Region. However, in no instance will the City issue its Provisional Acceptance until the Region has advised the City of its Provisional Acceptance of its services. It shall be the Subdividers responsibility to ensure that the Region and Oshawa Public Utilities Commission provide the City with these required letters of acceptance. The Construction Engineer will provide copies of his correspondence in this regard to the Engineering Services Manager, Financial Supervisor and the Maintenance Engineer.
- 3.1 The Subdivider following Provisional Acceptance of the services shall be entitled to payment from the City for its share of Stage I or Stage II construction of any collector roads within the plan, and up to an 80 percent reduction in the letters of credit lodged to secure completion of the constructed services. To qualify for the collector road payment and the 80 percent reduction, the following information must be submitted to the Engineering Services Manager.
- (i) Confirmation that the requirements of the Construction Lien Act have been complied with to the satisfaction of the City.
  - (ii) The appropriate final payment certificates must have been submitted to the City in the manner set out in clause 2.4 above.
  - (iii) A declaration from the Subdivider that all accounts relative to the installation of the completed services have been paid.
- 3.2 The Engineering Services Manager shall, following the review and acceptance of the information provided under Item 3.1 above, issue instructions to the Financial Analyst, Capital Accounting, for the payment to be made to the Subdivider and/or reductions in the Subdivider's letter of credit, as the case may be.

## **POST CONSTRUCTION (Cont'd)**

3.3 The Subdivider or his Engineer, not less than sixty days prior to the expiration of the guaranteed maintenance period of Stage I or Stage II Services, as the case may be, shall contact the Construction Engineer to arrange for a joint inspection of the services. It is noted that in the case of Stage I Services, they shall be guaranteed and maintained for two years or until a Certificate of Provisional Acceptance of the Stage II Services is issued, whichever event shall last occur. The Commissioner of Operations will issue a Certificate of Final Acceptance of the Stage I or Stage II Services as the case may be. (Copies will be forwarded to Engineering Services Manager, the Maintenance Engineer, the Capital Programs Manager, and the Traffic Co-ordinator.) The issuance of the final acceptance will be subject to the following:

- (i) Written confirmation from the Region in the form of their Completion Acceptance or Final Acceptance Certificate, as the case may be, advising that all defects to their services have been corrected and the services have been accepted; (Note: The Region may not require that deficiencies to curb stops and other minor items be rectified before issuing their Provisional Acceptance.)
  
- (ii) Written confirmation from the Engineering Services Manager that:
  - the Engineer has provided the original engineering drawings to the City showing, as constructed, information in accordance with the City's standards, together with the as-constructed crownline elevations of the surface asphalt at intervals of 25 metres, the elevation at the centre line of all intersecting streets, and the crownline elevation at the limit of streets within the subdivision. This information is to be provided in a table showing the station, the design elevation and the as-constructed elevation; the Subdivider has provided a statutory declaration to the City stating that all accounts relating to the construction of the completed services have been paid and that the Construction Lien Act S.O. 1983, Chapter 6 as amended, has been complied with;
  
  - the Subdivider, in the case of Stage II Services, has provided the City with a certificate from an Ontario Land Surveyor certifying that all standard iron bars shown on the registered plan marking the main points of the limit of the highways and any other blocks on the plan which have been dedicated or conveyed to the City or the Region are installed in their correct location; and,

## **POST CONSTRUCTION (Cont'd)**

- Prior to the City providing final acceptance of the Stage II services, the Engineer must provide the City with written verification that all sanitary sewer connections have been tested and none are connected to the storm sewer or foundation drain collector pipe. This verification shall apply to all lots on which buildings have been constructed and connections to the sewer systems completed. The verification shall further note those lots which have not been built upon.

Following the issuance of a certificate for Final Acceptance for Stage I and/or Stage II services, the Subdivider shall be entitled to receive the final 20 percent reduction in his letter of credit.

The issuance of the final acceptance of the Stage II Services shall be considered by the City as assumption of the streets and the services constructed by the Subdivider on behalf of the City.

**POLICY & PROCEDURE No. 2.3.1-016**

**DEPARTMENT OF PUBLIC WORKS  
DIVISION: ENGINEERING SERVICES  
SECTION: ADMINISTRATIVE**

**PAGE NO: 1 OF 4**

**REVISION NO: 2  
DATE: 1988 02 05**

**ESTABLISHED: 1968 11 19  
APPROVED BY:  
DATE:**

**TITLE: TYPES OF SECURITIES ACCEPTABLE FOR SUBDIVISION  
DEPOSITS**

**PURPOSE**

To define alternative forms of securities for subdivision deposits.

**SOURCE**

City Council, 1968 11 19  
City Council, 1971 05 03  
Memorandum from Treasurer & Director of Finance, 1988 02 05  
(For Information Purposes)

**POLICY**

City Council, 1968 11 19

**Procedure for Security of Subdivision Deposits**

On July 15, 1968, the Board of Control approved in principle that a Subdivider may be allowed the choice of any one or a combination of the following alternate forms of securities for subdivision deposits:

1. Cash or Certified Cheque
2. Letter of Credit of Chartered Bank
3. Marketable Government Bonds, (Municipal, Provincial and/or Federal)
4. Negotiable Investment Certificates of Trust Companies

The following administrative procedures relating to the above forms of securities are recommended for deposits as required under Paragraph 7(i) of the Subdivision Agreement: (now Paragraph 7 of Appendix 'I').

#### Cash or Certified Cheque

The Corporation will accept cash or certified cheque, to be held in trust by the City Treasurer until a contract for subdivision services is signed, then sufficient money will be transferred from the trust into the City's general account to cover the estimated total cost of the services to be constructed under the contract.

The City Treasurer will pay interest on such trust deposits at the going rate of interest he obtains in the money market.

#### Letter of Credit of Chartered Bank

The Subdivider may give a letter of credit of a Chartered Bank in favour of the City with the following terms:

1. That the bank shall pay to the City Treasurer, such sums of money as he may request from time to time up to a maximum limit of the credit without recourse.
2. That the Letter of Credit shall be valid for at least one year from the date of issue and subject to extension when the subdivision services have not be completed.

The Letter of Credit cannot be revoked unless authorized by the City Treasurer and it cannot be transferred to any other contract of the Subdivider.

#### Marketable Government Bonds and/or Negotiable Investment Certificates of Trust Companies

The City may accept Canadian Municipal, Provincial or Federal Government bonds and negotiable investment certificates of Trust Companies as security for payment of deposits specified under the subdivision agreement provided the bonds and/or certificates are of a type acceptable to the City Treasurer at his discretion. Procedures to be followed are:

1. The bonds and/or certificates shall be deposited with the City's bankers, the Canadian Imperial Bank of Commerce, in negotiable form, to their satisfaction.
2. Interest on the securities when collected will be paid to the Subdivider by the bank.

3. The market value of bonds and/or certificates shall be maintained equal to full value of the deposit at all times.
4. On or before the City accepts a tender for any part of subdivision services, the Subdivider will exchange the bonds and/or certificates for cash equal to the amount of the services included in the contract. If the exchange is not made, the City Treasurer shall sell such securities as necessary at market value without recourse

City Council 1971 05 03

That the Council policy of November 19, 1968 re alternative forms of subdivision deposit securities, be so interpreted to permit the Subdivider to lodge with the City Treasurer, a letter of credit to cover the full amount of the subdivision agreement with the understanding that a draw will be initiated immediately against the letter of credit for the amount of fixed costs.

Memorandum from Treasurer and Director of Finance, 1988 02 05 (For Information Purposes)

Letters of Credit; Acceptance by City

This will advise that letters of credit will be accepted only if issued by a bank holding a charter issued by the Federal Government of Canada (a Federally-chartered bank). Furthermore, such letter(s) of credit will be accepted, without reservation, only if:

(a) issued by one of the following Schedule "A" banks:

- The Royal Bank of Canada;
- The Canadian Imperial Bank of Commerce;
- The Bank of Nova Scotia;
- The Toronto-Dominion Bank;
- The Bank of Montreal;

and,

(b) the content of such letter of credit is fully consistent with the City's requirements, as exemplified in the attached "sample" letter of credit.

Letters of credit issued by Schedule "A" banks other than those listed above, and by Schedule "B" banks may be acceptable to the City, subject to review by Treasury staff. In that such review may require this Department to obtain information and documentation not readily at hand, a period of up to fifteen (15) working days will be required prior to this Department issuing a notification of acceptance, or otherwise, of a submitted letter of credit.

Letters of credit issued by Provincially-chartered banks, trust companies, or any other financial institutions will not be accepted by the City, for administrative purposes.

The above policy is effective as of the date of this memorandum. Please advise appropriate members of your staff accordingly.

Questions, or further clarification, if required, should be directed to C.W. Keil (650), or A.P. Geboers (655).

IRREVOCABLE COMMERCIAL LETTER OF CREDIT - Sample Copy-  
NO.

(Name of Bank)

19

(Branch) (Date)

TO: The Corporation of the City of Oshawa  
50 Centre Street South  
Oshawa, Ontario L1H 3Z7

WE HEREBY AUTHORIZE YOU TO DRAW ON

FOR ACCOUNT OF

UP TO AN AGGREGATE AMOUNT OF

AVAILABLE BE DRAFTS AT SIGHT FOR 100% OF INVOICE VALUE OF STANDING  
CREDIT  
GUARANTEE AS FOLLOWS:

Pursuant to the request of our customer,  
we, hereby establish and  
give to you an Irrevocable Letter of Credit in your favour in the total amount of  
\$ 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 deliver to the  
at such time as a written demand for payment is made upon us a certificate signed by  
the City Treasurer agreeing and/or confirming that monies drawn pursuant to  
obligations incurred or to be incurred by you in connection with contractor's agreement  
covering cost of servicing to be provided pursuant to the Agreement between the City  
and Customer.

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 the City Treasurer.

Partial drawings are permitted.

The Letter of Credit shall be valid for one year from date of issue and subject to extension when the subdivision services have not been completed.

This Letter of Credit cannot be revoked unless authorized by the City Treasurer and it cannot be transferred to any other contract of the subdivider.

The Drafts drawn under this credit are to be endorsed hereon and shall state on their face that they are drawn under  
Letter of Credit No.

Accountant

Manager

Appendix 5

Date: \_\_\_\_\_

City of Oshawa  
Engineering Services  
50 Centre Street South  
Oshawa, ON L1H 3Z7

**SUBDIVISION** \_\_\_\_\_

**CITY OF OSHAWA FILE NO.:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**PAYMENT NO.:** \_\_\_\_\_

A progress payment was received from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ on \_\_\_\_\_.

All accounts relative to the installation of the completed services represented by the progress payment have been paid.

\_\_\_\_\_  
Company Official

Appendix 6

Date: \_\_\_\_\_

City of Oshawa  
Engineering Services  
50 Centre Street South  
Oshawa, ON L1H 3Z7

**SUBDIVISION** \_\_\_\_\_

**CITY OF OSHAWA FILE NO.:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**PAYMENT NO.:** \_\_\_\_\_

A progress payment was made to \_\_\_\_\_ in the  
amount of \$ \_\_\_\_\_ on \_\_\_\_\_.

Attached is a copy of the progress payment certificate signed by the consultant, and a  
service charge estimate comparison.

\_\_\_\_\_  
Company Official

Appendix 7

Date: \_\_\_\_\_

City of Oshawa  
Engineering Services  
50 Centre Street South  
Oshawa, ON L1H 3Z7

**SUBDIVISION** \_\_\_\_\_

\_\_\_\_\_ have been retained as consulting engineers for the above project. We hereby declare that all pertinent services have been completed in accordance with the Subdivision Agreement and to the specifications and standards of the regulating authorities.

The services in concern were installed under our supervision and successfully completed using good engineering and construction practices.

Should you require further information or clarification, please contact the undersigned at your convenience.

\_\_\_\_\_  
Company Official



**As amended by By-law 43-2022 and 127-2022  
By-law 64-2020  
of The Corporation of the City of Oshawa**

**Being a By-law to Control Nuisance Dust and Mud**

**WHEREAS** Section 129 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (*"Municipal Act, 2001"*), authorizes a municipality to pass a by-law for regulating dust;

**NOW THEREFORE** the Council of The Corporation of the City of Oshawa hereby enacts as follows:

**1. Short Title**

1.1 The short title of this By-law is the "Dust and Mud Control By-law" ("By-law").

**2. Interpretation**

2.1 In this By-law,

- (a) "City" means the Corporation of the City of Oshawa and includes all areas within its territorial limits.
- (b) "Council" means the Council of The Corporation of the City of Oshawa.
- (c) "Director" means the City's Director, Municipal Law Enforcement and Licensing Services including his or her designate, or the City's Director, Engineering Services including his or her designate.
- (d) "Dust" and "Mud" mean any solid particulate matter which may become airborne as a result of any and all construction, landscaping, site alteration, and renovation-related activities, including but not limited to, trimming, blasting, drilling, crushing, grinding, sawing, screening, cutting, altering or moving of clay, mortar, stone rock, stucco, concrete, tile and/or insulation, and which may be caused by new developments and construction activities.
- (e) "Nuisance" means any Dust and Mud that is of such persistence or volume that it has a detrimental impact on the use and enjoyment of Property, and which includes Dust and/or Mud arising out of activities as defined in subsection 2.1(d) of this By-law.
- (f) "Officer" has the same meaning as defined in Paragraph 1(h) of the City's Inspection By-law 64-2008.
- (g) "Owner" means each registered owner of Property and which may include any Person for the time being managing or receiving the rent of Property, including land or premise, a designated representative or a Person carrying out or causing to be carried out a Nuisance, including any contractor or subcontractor retained by the Owner, as well as any permitted assigns and/or respective successors.
- (h) "Person" means a natural individual and their heirs, executors, administrators or other legally appointed representatives, a corporation, partnership, association, agents, or any combination thereof.
- (i) "Property" means land, buildings, structures and fences.
- (j) "Public Authority" means any level of government or agency including but not limited to the Government of Canada, the Government of Ontario, and municipal corporations, as well as any department or board established thereby, including Hydro One Inc., the Oshawa Power and Utilities Corporation and its subsidiaries, any Crown Agency and any college, university or other post-secondary institution created by the Province of Ontario.
- (k) "Work Order" means a work order given pursuant to section 6.

### **3. General Prohibitions**

3.1 No Person shall create or permit a Nuisance caused by Dust and/or Mud.

### **4. Exceptions**

4.1 The provisions of this By-law do not apply to a Nuisance caused by Dust and/or Mud arising out of and/or created by the following activities:

- (a) Emergency measures undertaken for the immediate health, safety, or welfare of inhabitants;
- (b) Any normal farm practice as determined pursuant to the *Farming and Food Production Act*, 1998 S.O. Chap. 1; or,
- (c) An activity carried on by the City or any other Public Authority.

### **5. Order to Discontinue Activity**

5.1 Where an Officer is satisfied that a Person and/or Owner has contravened this By-law, the Officer may make an order requiring the Person who contravened the By-law or who caused or permitted the contravention or the Owner or occupier of the Property on which the contravention occurred to discontinue the contravening activity.

5.2 An order under subsection 5.1 shall set out:

- (a) Reasonable particulars of the contravention adequate to identify the contravention, including the location of the Property on which the contravention occurred; and,
- (b) The date by which there must be compliance with the order.

5.3 Any Person or Owner who contravenes an order issued under subsection 5.1 is guilty of an offence.

### **6. Work Orders**

6.1 Where an Officer is satisfied that an Owner has failed to comply with any provision of this By-law, the Officer may make a Work Order requiring the Owner to do work to correct the contravention.

6.2. A Work Order under subsection 6.1 shall set out:

- (a) Reasonable particulars of the contravention adequate to identify the contravention, including the location of the Property on which the contravention occurred; and,
- (b) The work to be done and the date by which there must be compliance with the Work Order.

6.3 Each Owner who contravenes a Work Order is guilty of an offence.

6.4 Despite any other provision of this By-law, the Director may rescind a Work Order at any time.

### **7. Remedial Action**

7.1. Where an Owner contravenes a Work Order, the Director may, without notice to any Owner, cause the work to be done at each Owner's expense. For this purpose and in accordance with subsections 435 and 436 of the *Municipal Act, 2001*, the Director, Inspectors, Officers and/or City's employees and agents may enter onto the Owner's Property at any reasonable time without notice. Without limitation, the Director may retain such Persons (including, without limitation, the Owner) to assist in completing the work as the Director determines appropriate.

- 7.2. For the purpose of subsection 7.1, the Director, any Officer and each Person supervised by and assisting the Director or an Officer may enter upon the Property at any reasonable time.
- 7.3. Each Owner is jointly and severally liable to the City for all costs incurred in any way related to work done for the purpose of subsection 7.1.
- 7.4. The costs and interest may be added to the tax roll and collected in the same manner as property taxes.
- 7.5. The amount of the costs and interest constitute a lien on the Property upon the registration in the proper land registry office of a notice of lien.

## **8. Administrative Penalties**

- 8.1 No Person shall fail to comply with any provision or standard of this By-law. (127-2022)
- 8.2 No Person shall fail to comply with an order issued pursuant to this By-law. (127-2022)
- 8.3 Administrative Penalty Process By-law 63-2013 applies to each administrative penalty issued pursuant to this By-law. (127-2022)
- 8.4 Each Person and/or Owner who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 63-2013, as amended, be liable to pay to the City an administrative penalty as per the following:
  - (a) \$250 for each day or part of the day on which the first contravention occurs;
  - (b) \$350 for each or part of the day on which the second contravention occurs; and,
  - (c) \$500 for each or part of the day on which the third and subsequent contraventions occur.(127-2022)

## **9. Offences**

- 9.1 Any Person and/or Owner who contravenes a provision of this By-law is guilty of an offence and upon conviction is liable to a fine as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.
- 9.2 Each Person and/or Owner who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine of:
  - (a) not less than \$300 and not more than \$5,000;
  - (b) not less than \$400 and not more than \$10,000 for a second conviction of the same offence; and,
  - (c) not less than \$500 and not more than \$25,000 for a third or subsequent conviction of the same offence.
- 9.3 Prosecution under this By-law shall not preclude any other legal actions required.

## **10. Notice**

- 10.1 Any notice or document respecting this By-law may be given in writing in any of the following ways and is effective:
  - (a) on the date a copy is personally delivered to the Person and/or Owner to whom it is addressed;
  - (b) on the third (3rd) day after a copy is sent by regular mail or by registered mail to the last known address of the Person and/or Owner;
  - (c) upon confirmation of the successful transmission of a copy by facsimile transmission to the last known facsimile transmission number of the Person and/or Owner;

- (d) upon sending a copy by e-mail transmission to the last known e-mail address of the Person and/or Owner; or
  - (e) upon a copy being posted on the door of any building or structure on the Property of the Person and/or Owner, or, where no building or structure exists, on a stake erected by the Officer on the Property of the Person and/or Owner.
- (43-2022)

**11. General Provisions**

- 11.1 For the purpose of Section 23.2(4) of the *Municipal Act, 2001*, it is the opinion of Council that the powers delegated to the Director pursuant to this By-law are of a minor nature.
- 11.2 The provisions of this By-law shall apply to all lands and premises within the City.
- 11.3 All references to legislation in this By-law are references to legislation of the Province of Ontario as amended from time to time, including successor legislation, whether enacted prior to or subsequent to the enactment of this By-law.
- 11.4 Should any section of this By-law be declared invalid by a court of competent jurisdiction, such section shall be construed as being severed from this By-law and the remainder of this By-law shall continue in full force and effect.
- 11.5 Notwithstanding the repeal of this By-law, any enforcement, legal, or collection actions arising from this By-law while this By-law was in effect shall survive its repeal.
- 11.6 This By-law shall be administered by the Director.
- 11.7 The provisions of this By-law shall come into force and effect on the date of its passing.
- 11.8 If there is a conflict between a provision of this By-law and a provision of any other City by-law, the provision that establishes the higher standard to protect the health and safety of the Public and maintain clean and tidy Property standards conditions shall apply.

By-law passed this            day of            , 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Appendix 16

**Sample Foundation Control Certificate**

Date:

City of Oshawa  
Engineering Services  
50 Centre Street South  
Oshawa, ON L1H 3Z7

This is to certify that I have checked the control elevation(s) on lot(s) \_\_\_\_\_,  
Registered Plan 40M- \_\_\_\_\_, City of Oshawa and confirm that the foundation  
control elevation(s) conforms to the elevation(s) shown on the site grading plan,  
submitted with the building permit application, and the foundation "as-constructed" will  
not impede the completion of the lot grading in accordance with the Master Lot Grading  
Plan and the Site Grading Plan and will permit the construction of the garage floor at an  
elevation to provide adequate drainage of the driveway considering the proposed  
elevation of the future sidewalk and/or curbs abutting the lot.

\_\_\_\_\_  
Ontario Land Surveyor/Professional Engineer  
Company Name