

## SAMPLE SERVICING AGREEMENT

For Discussion Purposes Only

Revise to suit situation

## SERVICING AGREEMENT

This Agreement made in triplicate this > day of >, 2008 A.D.

BETWEEN:

The \_\_\_\_\_ of \_\_\_\_\_, a Municipal Corporation, pursuant to the provisions of *The Municipality Act*, (hereinafter called the "Town");

AND

> (hereinafter called the "Owner").

WHEREAS at the time of making this agreement:

- a) The Owner is the owner of the land described in Schedule "A" to this Agreement by either:
  - i) Certificate of Title
  - ii.) Agreement for SaleAnd proposes to subdivide it for the purpose of development, by reference to a registered plan of subdivision.
- b) The Owner has caused to be prepared a draft plan of proposed subdivision, a true copy of which is annexed hereto as Schedule "B", to this agreement and the Owner has applied to or proposes to apply to the Minister of Government Relations for approval thereof.
- c) The Town deems it expedient and in the public interest that the Owner of lands who proposes to subdivide it enters into this agreement to comply with the Town's standards and fulfill certain requirements as a condition of approval of the Plan of Subdivision under Part VIII of *The Planning and Development Act, 2007*.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Owner agrees to have the services described in Schedule "C", attached to this Agreement, to be installed to serve all the lots on the proposed plan of subdivision, the said services which are attached and which shall form part of the said Schedule "C".

All works required by this Agreement and all privileges granted to the Owner shall be carried out or exercised by the completion dates in Schedule "C", and, with the exception of the Owner's various warranties (if any) this Agreement shall automatically terminate on the said completion date.
2. The said services shall be installed in accordance with the terms and conditions as contained in Schedule "D".
3. The Owner agrees to pay all Off-Site Development Fees to the Town, in accordance with the terms and conditions as contained in Schedule "E".
4. That the said services shall be installed at the expense of the Owner and under the supervision of the Town and in accordance with the current specifications and development

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standards of the Town as to construction practices and materials, as contained in Schedule "F".

- 5. Except as otherwise provided herein, any notice or communication required or permitted to be given by one Party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if personally delivered or if posted registered mail, postage pre-paid, addressed as follows:

IN THE CASE OF THE TOWN:

\_\_\_\_\_ of \_\_\_\_\_  
 P.O. Box \_\_\_\_\_  
 \_\_\_\_\_ SK S0 \_\_\_\_\_

IN THE CASE OF THE OWNER:

- >
- >
- >civic if different from above
- >

- 6. The Town upon execution of this agreement by both Parties does hereby approve the Plan of Subdivision attached hereto as Schedule "B", insofar as it pertains to the Development Area described herein.
- 7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties have hereto affixed their signature and seals duly attested by the hands of their proper offices in that behalf, the > day of >, A.D. 200>.

THE \_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_  
TOWN MANAGER

\_\_\_\_\_  
OWNER

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**Schedule "A"**

**LAND DEVELOPMENT AREA**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

>

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**Schedule "B"**

**PLAN OF PROPOSED SUBDIVISION**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Draft Plan:

>

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**Schedule "C"  
CONSTRUCTION OF SERVICES**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_\_ of \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

	Street	From	To	Owner Responsibility	Required Completion Date
<b>Road Construction</b> Schedule C-1, including street right of way cutting granular base fill and compaction, grading and installation of drainage and culverts where required.	>	>	>	100 %	>
<b>Lane Construction with Elevation Piles</b> Schedule C-2, including alley right of way cutting, granular base fill, grading and installation of drainage and culverts where required.	<b>Repair of existing alleys abutting this development as required.</b>			100 %	>one year later
	<b>Elevation Piles (&gt;)</b>			100 %	>
<b>Water Mains</b> Schedule C-3, including all water mains, valves, hydrants and other accessories.	>	>	>	100 %	>
	<b>Fire Hydrants (&gt;)</b>				
<b>Sanitary Sewer Mains</b> Schedule C-4, including all mains, manholes and other accessories.	>	>	>	100 %	>

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<b>Building Service Connections, Street Lights and Garage Layout</b> Schedule C-5, water and sewer connections from the main lines to the property lines, for each lot.	<b>Service Connections (&gt;) : To be located on opposite of garage location.</b> <b>Street Lights (&gt;)</b>			100 %	>
<b>Curb Gutter Sidewalk Construction</b> Schedule C-6	>	>	>	100 %	>
	>	>	>		
<b>Bituminous Asphalt</b> Schedule C-7	>	>	>	100 %	>one year later
<b>Municipal Reserve</b> Schedule C-8	Developer is responsible for final grade banks of the storm water pond located on > including placement of topsoil and seeding.			100 %	>
<b>Electric Power and Telephone Service</b>	Developer is responsible for electrical power and telephone service as required by Sask Power and Sasktel to service the development area.			100 %	Must be completed at time lot is sold.
<b>Natural Gas Service</b>	Developer is responsible for natural gas line construction service as required by SaskEnergy to service the development area.			100 %	Must be completed at time lot is sold.

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**Schedule C-1**

**ROAD CONSTRUCTION**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_\_ of \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

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**Schedule C-2**

**LANE CONSTRUCTION WITH ELEVATION PILES**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

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**Schedule C-3**

**WATER MAIN CONSTRUCTION**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

*Description of Lands Being Developed:*

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**Schedule C-4**

**SANITARY SEWER CONSTRUCTION**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

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**Schedule C-5**

**BUILDING SERVICE CONNECTIONS, STREET LIGHT LOCATIONS  
AND ATTACHED GARAGE LOCATIONS**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

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**Schedule C-6**

**CURB, GUTTER & SIDEWALK CONSTRUCTION**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

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**Schedule C-7**

**BITUMINOUS ASPHALT**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

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**Schedule C-8**

**MUNICIPAL RESERVE**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

Description of Lands Being Developed:

>

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**Schedule "D"**

Council Resolution # 503/09042007

**DEVELOPMENT SPECIFICATIONS FOR DEVELOPERS**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

1. DESIGN AND SUPERVISION: The said services shall be installed in the following manner:

(a) The owner shall retain professional engineers who shall file with the Town Administrator an undertaking in writing with respect to the work to be done which shall include design and construction supervision.

(b) The Owner agrees to pay the Town for administrative costs for checking of plans and specifications and for supervision and inspection of work as follows:

i. Direct costs incurred by the Town to hire its consulting Engineers to perform this work;

OR

ii. Where the Town performs this work in house, the Owner will reimburse the Town the sum of One Thousand Dollars (\$1000.00) or Fifty Dollars (\$50.00) per lot, which ever is the lesser, upon the execution of this Agreement to be applied to account of such cost. It is estimated that the costs of supervision and inspection will be approximately two percent (2%) of the estimated cost of the work, but the charges will be based on Payroll Cost times a factor of two.

(c) The said services shall be installed by contractors retained by the Owner and approved in writing by the Town.

2. PERFORMANCE SURETY: Immediately upon execution of this Agreement and before final subdivision approval is issued by the Town and before any work of installing the said services is commenced the Owner will deposit with the Administrator of the Town to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations arising thereunder the following securities:

(a) Cash in the amount of fifty percent (50%) of the estimated cost of the said work.

Or

(b) A bond issued by a recognized surety company, in such form and by such surety or sureties as the Town approves and in the amount of fifty percent (50%) of the estimated cost of the said work.

Or

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- (c) Irrevocable Standby Letter of Credit from a Chartered Bank or Trust Company in such form as the Town approves and in the amount of fifty percent (50 %) of the estimated cost of the said work.

The Municipality reserves the right to accept or reject any of these alternative methods of providing securities.

For the purpose of determining the Surety required, it is agreed that the estimated cost of the work required under this Agreement is > thousand, > hundred and > dollars. (\$>.00).

The Owner hereby acknowledges and agrees that this agreement runs with the land and, when an interest with an attached copy of the agreement is submitted for registration to the Information Services Corporation, the agreement is deemed to bind the Owner of the land affected by the agreement and his/its heirs, executors, administrators, successors and assigns.

### 3. DISCHARGE OF SURETY:

- (a) After the issuance of the Completion Certificate for construction of the services including sanitary sewer mains, water works, street cutting and construction, sidewalks, curbs and gutters, and elevation piles, the surety shall be reduced for all services except street cutting and construction fully minus the required 10% retained for the warranty period.
- (b) After the issuance of the Completion Certificate for construction of the services including street cutting and construction, lane repairs, municipal reserve development and paving, the surety shall be reduced for all services fully minus the required 10% retained for the warranty period.
- (c) After the issuance of the Final Acceptance Certificate the Owner can, upon the Certification of the Town, receive discharge of ten percent (10%) of the bond, cash or letter of credit.

### 4. PHASED DEVELOPMENT:

- (a) If the Owner does not wish to install the services to all the lots on the proposed plan of subdivision at once, he may, before commencement of any work, and subject to the approval of the Town divide the area in the subdivision into convenient units (phases) and in lieu of furnishing cash, a bond, or letter of credit, as outlined above for the whole subdivision, he may furnish cash, a bond, or letter of credit all as set out above for that part of the services which he wishes to proceed with.
- (b) Before proceeding with an additional phase the Owner must obtain the written approval of the Town.
- (c) When sixty percent (60%) of the lots of the subdivision or unit (phases) aforesaid have been built upon and the services have not been completed, the Municipality

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reserves the right to not approve further units of proposed subdivision plan of the Owner until all such services have been completed.

- (d) In no event will further subdivisions by the Owner or units or phases of subdivisions by the Owner be approved if all services of the active unit or phase approved by the Town have not been completed within a two year period after the start of construction.
- (d) Notwithstanding anything hereinafter set out, the Town shall not be obligated to assume the responsibility for and take over the subdivision services until at least fifty percent (50%) of the lots on the subdivision or phase of the subdivision have completed dwellings erected thereon.

### 5. NON PERFORMANCE:

- a) Until completion and acceptance by the Town Engineer as required in Clause 11 hereof, the Owner shall carry out any work, by way of repair or replacement as directed by the Town Engineer and which the Town Engineer in their sole discretion deem necessary to conform to the approved plans and specifications.
- b) In the event that the Owner fails to install the mentioned services as and when required by the Town, or, having commenced to install the aforesaid services, fails or neglects to proceed with reasonable speed; or in the event that the aforesaid services are not being installed in the manner required by the Town, upon the Town giving seven (7) days written notice by prepaid registered mail to the Owner, the Town may without further notice enter upon the said lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said services, including repair or re-construction of faulty work and the replacement of materials not in accordance with the specifications as contained in Schedule "F", and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and the works to the Owner who shall forthwith pay the same upon demand. If the Owner fails to pay the Town within thirty (30) days of the date of the bill, the money owing may be deducted from the cash deposit or letter of credit or shall be paid by the surety company who issued the bond. It is understood and agreed between the parties hereto that such entry upon the lands shall be as agent for the Owner and shall not be deemed for any purpose whatsoever, as an acceptance with the requirements of the Town. It is agreed that a copy of this clause shall be delivered by the Owner to each and every purchaser of a lot to the said plan.
- (c) The provisions of this section shall not apply where failure to do the work results from labour disputes, strikes, lockouts, Acts of God, or any cause of any kind whatsoever beyond the Developer's control.

### 6. SUBDIVISION PROVISIONS:

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- (a) The determination of meter frontage shall be based upon linear meters of frontage as indicated on the registered plan of the area being serviced at the time of such servicing or in the case of parcels being greater than One Hundred (100) metres in depth, hectarage charges will be made as herein provided. The frontage of lots with corner cut-offs shall include the distance to the intersection of the production of property lines.
  - (b) It is further agreed that the rates referred to in this Agreement are "area rates", having been calculated on the basis of servicing the entire area and that no additional charges will be made by the Town with respect to services other than as may be expressly provided for in the Agreement. The foregoing, however, does not apply with respect to any future local improvement charges or sewer and water surcharges lawfully imposed under the provisions of *The Municipality Act* or *The Local Improvement Act* or any bylaw passed thereunder.
  - (c) All proposed road allowances included in the Plan of Subdivision shall be dedicated as public highways.
  - (d) In the event that the Plan of Subdivision is not registered within one year from the date hereof or the security is not deposited within one year from the date hereof, the Town may at its option on one months notice to the Owner, declare this Agreement to be null and void.
  - (e) In the event that the Owner requires approved changes in services which may result from re-subdivision of the Owner's lands within the Development Area, same shall be provided at the expense of the Owner. Changes requested by the Owner shall be in writing addressed to the Town Administrator.
7. **ASSIGNMENT:** It is expressly agreed that the Owner shall not assign this Agreement without the prior express written consent of the Town being first obtained. The consent of the Town to any such proposed assignment shall not be unreasonably withheld.
8. **INSURANCE:**
- (a) The Owner shall prior to issuance of final subdivision approval by the Town deposit with the Town a policy of insurance with an insurer satisfactory to the Town. The policy of insurance shall insure the Owner and the Town as an additional named insured against any liability that may arise out of the construction or installation of any work required pursuant to this contract, both Public Liability and Property Damage, minimum coverage to be as follows:

Public Liability and Property Damage	
Bodily injury - each person	\$2,000,000.00
Property damage - each accident	\$2,000,000.00
Vehicle Liability and Property Damage	

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Bodily injury - each person	\$2,000,000.00
Property Damage - each accident	\$2,000,000.00

which coverage shall be maintained throughout the currency of this Agreement.

- (b) The policy of the insurance shall include the name of the Town as one of the insured. The Owner shall pay the premium on the policy or policies of insurance and shall from time to time furnish the Town with satisfactory evidence that such insurance is in full force and effect and the premiums are paid.
- (c) The Owner will indemnify and save harmless the Town with respect to any action commenced against the Town resulting from any activity or lack of activity within the Development Area other than with respect to those activities being conducted by the Town itself.

### 9. CONSTRUCTION WORK:

- (a) All works constructed by the Owner on, in or under any street, avenue, lane, easement or other public place shall be the property of the Town as soon as constructed, but shall remain subject to the Owner's various warranties as hereinafter provided, and be maintained by the Owner for a two year maintenance period, from the date of the Construction Completion Certificate as given in Clause 11 hereof.
- (b) Subject to the provisions hereof, it is agreed that the Owner shall determine the timing of service installations with a view to the earliest possible servicing of the area, outlined in the Schedules hereto, subject to the proviso that the views of the Town's Engineer with respect to sound construction practices are to prevail, and in particular with respect to the influence of seasonal and weather conditions as they affect construction. The Town's Engineer shall in return prepare and supply to the Owner a schedule outlining the sequence and timing of any works to be performed by the Town. All works required to be performed by this Agreement shall be carried out as expeditiously as time and construction conditions permit.
- (c) The Owner shall construct all services in accordance with the approved plans and specifications and in a good and workmanlike manner regardless of any inspection by the Town and the Town may stop work if the work is not being carried out as required.
- (d) The Owner shall repair any damages caused to any existing road, road allowance, lane or existing structure or plant located on the road allowance as a result of the subdivision development and shall pay for any costs involved in relocation of existing services such as hydrants, telephone poles, etc., which may be necessary by reason of a development of a subdivision.

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- (e) The Owner shall be responsible for adjusting all hydrants and main valve boxes to the established grades as they are developed, until such time as the Town issues the Completion Certificates for the maintenance of streets and lanes. All service valve boxes shall be left one (1) foot buried to prevent damage, to be raised by the service connection contractor to finished grade when the utility connection is made.
- (f) Before the Owner proceeds with any blasting, the Owner shall obtain from the Municipality written permission for carrying out the blasting operation.
- (g) All topsoil excavated from the streets, walkways, lanes, and/or easements shall be given to the Owner to fill in lots requiring additional topsoil/fill.
- (h) All construction garbage, debris, and rocks from the Development Area must be disposed of in an orderly and sanitary fashion in a dumping area approved by the Town. The Owner is responsible for the removal or disposal of garbage, debris, and rocks.

10. **UTILITY EASEMENTS:**

Throughout the Development the Owner agrees:

- (a) To provide all utility, construction and service easements which may be required, at no cost to the Town or any other utility agency or service and to keep the said easements clear for the purposes of the various utility agencies; and
- (b) To provide and register a utility easement plan as required by the Town Administrator; and
- (c) To provide for a covenant in all memoranda of sale or other purchase agreements within the Development Area to the effect that the grades set on such easements shall not be changed.

11. **CONSTRUCTION COMPLETION CERTIFICATES:**

- (a) When the Owner has completed construction of the services including sanitary sewer mains, water works, street cutting and construction, sidewalks, curbs and gutters, and elevation piles in the Development Area, he may notify the Town Administrator in writing. The Town Engineer shall within Fifteen (15) days from such notification carry out the required Construction Completion Inspection. The Town Engineer shall compile a deficiency list. The Developer shall correct all deficiencies and shall again contact the Town Engineer that they have been corrected. If the Town Engineer finds that the work is complete and all deficiencies are corrected, they shall within Fifteen (15) days issue a Construction Completion Certificate to that effect. And the maintenance period for all of the above noted services except street cutting and construction shall start on the day the Certificate is issued.

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- (b) When the Owner has completed street cutting and construction, lane repairs, municipal reserve development and paving in the Development Area, he may notify the Town Administrator in writing. The Town Engineer shall within Fifteen (15) days from such notification carry out the required Construction Completion Inspection. The Town Engineer shall compile a deficiency list. The Developer shall correct all deficiencies and shall again contact the Town Engineer that they have been corrected. If the Town Engineer finds that the work is complete and all deficiencies are corrected, they shall within Fifteen (15) days issue a Construction Completion Certificate to that effect. And the maintenance period for all of the above noted services shall start on the day the Certificate is issued.
- (c) If during the maintenance period, any defects become apparent in any of the utilities or improvements installed or constructed by the Owners under this Agreement, and the Town Engineer require repairs or replacements to be done, the Owner shall be so notified and within a reasonable time after said notice, shall cause such repairs or replacements to be done, and if the Owner shall default, the Town may do the repairs or replacements of services, and recover the cost thereof from the Owner.
- (e) During this period ten percent (10%) of the cash, bond, or letter of credit made with respect to the said services shall be retained by the Town.
- (f) The Owner agrees that maintenance is a continuous operation which must be carried on until the expiry date of the maintenance period and that no releases from liability of any kind will be given until all repairs or replacements required by the Town Engineer in their Final Acceptance Inspection reports have been made. The Final Acceptance Inspection shall be completed prior to the end of the warranty period. A Final Acceptance Certificate will be issued upon correction of all deficiencies in the Final Acceptance Inspection report.
- (g) After issuance of the Construction Completion Certificate, the Owner shall be responsible for any and all repairs and replacements to any utilities and improvements which may become necessary up to the end of the maintenance periods mentioned in the said Construction Completion Certificate.
- (h) The Owner agrees that, upon applying for a Certificate of Completion for the services within the subdivision, he shall supply the Town with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Owner in connection with the subdivision.

### 12. STREET GRADING AND SNOW REMOVAL:

- (a) An exception to the liability of the Owner for all maintenance and repair of the services during the two (2) year maintenance period will be street grading and snow

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plowing, which operation will be the Town's responsibility after the construction of the first building unit.

- (b) The Owner agrees that such work done by the Town pursuant to this clause before the roads are accepted by the Town shall not be deemed in any way to be an acceptance by the Town of the roads in the said subdivision upon which such work is done. The Owner hereby acknowledges that in the Town providing any access or removing any snow or ice that may be necessary under the provisions of this clause, the Town may damage or interfere with the works and the Owner hereby waives all claims against the Town that he might have arising therefrom and covenants that he will make no claim against the Town for such interference or damage provided that such interference or damage was not caused intentionally or through gross negligence on the part of the Town.
  - (c) Any action by the Town by itself or through its servants, contractors, or agents for street grading and maintenance or permitting the connection of additional services to the services herein provided for during the said maintenance period, may be done without prejudice to the Town's rights to enforce the maintenance provisions herein provided.
13. **EMERGENCY REPAIR:** During the maintenance period referred to in this Agreement and notwithstanding any other provisions to the contrary, in the case of an emergency involving the breakage of a water line or the stoppage of a sewer line within the boundaries of the boulevard or street areas, the Town may take such emergency repair measures as it deems necessary, through its officers, servants, or agents on its behalf, to prevent damage to property, and the cost of such repair work shall be payable by the Owner on demand and the Certificate of the Town Engineer as to the extent of such costs shall be final and binding upon the Parties.
14. **PUBLIC CONSIDERATION AND SAFETY:**
- (a) The Owner shall put up such barricades, lights, or other protection for persons and property as will adequately protect the public or any person in the neighbourhood and maintain the same during the course of construction; and, will, on the request of the Town Superintendent or Town Police, improve or change the same.
  - (b) If the subdivision to be developed is adjacent to an existing neighbourhood, the Owner shall take all precaution that the surrounding neighbourhood is not disturbed during the construction period. Construction traffic shall not use the existing residential streets. Construction noise shall be kept to a minimum, and in any event, all provisions of the "Noise Bylaw" of the \_\_\_\_ of \_\_\_\_\_ shall be strictly adhered to.
15. **PERMITS, APPROVALS, ETC.:**
- (a) The Owner shall be responsible for obtaining all required approvals from the

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Department of Environment and the Saskatchewan Water Corporation, and any other sanction or approvals which may be required by law, copies of such approvals shall be provided to the Town; and

- (b) The Owner shall supply the Town with all such detailed plans, specifications, tests and records as the Town's Engineer may require both before and after construction. The "as built" plans shall be to the Town's standard in size, scale and form.
16. **SEWER FLUSHING:** Owner will flush and vacuum all sanitary sewer lines before the Construction Completion Certificate is issued. The cost shall be paid by the Owner.
17. **STREET LIGHTS AND STREET SIGNS:** The Owner agrees to install standard street lighting facilities as per Town and SaskPower standards. The Town agrees to install required street signs.
18. **ACCESS FOR MAINTENANCE:** The Owner agrees to retain the right, from any subsequent purchaser of the subdivision lands, to enter upon such lands in order to comply with the provisions of this Agreement until the Certificate of Maintenance has been issued.
19. **BYLAW APPLICATION:** Nothing herein contained shall be deemed to oblige the Town to issue building permits for any construction on land within the said plan except upon compliance with the Town's Bylaws, or to sanction or permit any breach of, or deviation from, the Town's Bylaws.
20. **TAXES:**
- (a) The Owner agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said plan is obtained.
  - (b) The Owner further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with existing assessment roll entries until such times as the lands herein being subdivided have been assessed according to the registered plan.
21. **INTEREST:** All invoices submitted for payment pursuant to the terms of this Agreement shall be payable at the times specified in Schedule "C", and if not paid as specified, interest shall be payable thereon at Affinity Credit Union Martensville Branch prime rate plus one-quarter (1/4 %) percent per annum on all such overdue account.
22. **RETROACTIVE RATES:** It is further agreed between the Town and the Owner that any levies or charges provided for in this Agreement and payable to the Town by the Owner in connection with the Development Area or any portion thereof shall specifically apply to any lands sold by the Owner before the execution of this Agreement, and that the provisions of this Agreement in relation to all such charges and levies of whatsoever nature shall be retroactive in effect.

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

23. **SURVEY MONUMENTS:** Prior to the acceptance of the subdivision by the Town, the Owner agrees to supply a statement from a Saskatchewan Land Surveyor approved by the Town that, after the completion of the subdivision work, he has found or replaced all standard iron bars as shown on the registered plan and survey monuments at all block corners, the end of all curves, other than corner rounding, and all points of change in direction on streets on the registered plan.
  
24. **MORTGAGEE COVENANT:** The Mortgagee agrees that, in the event of his obtaining or transferring the equity of redemption in the lands under his mortgage, the title thereto shall be subject to the terms hereof in the same manner as if he had executed this agreement as Owner.
  
25. **ARBITRATION:** In the case of any dispute between the Town and the Owner arising out of the performance of this Agreement or afterwards as to any matter hereunder, either Party hereto shall be entitled to give to the other notice of such dispute and demand arbitration thereof. Such notice and demand being given, each Party shall at once appoint an arbitrator and these shall jointly select a third. The decision of any two of the three arbitrators shall be final and binding upon the Parties, who covenant that their dispute shall be so decided by arbitration alone, and not by recourse to any court or other action of law. If the two arbitrators appointed by the parties do not agree upon a third, or a Party who has been notified of a dispute fails to appoint an arbitrator, then the third arbitrator and/or the arbitrator to represent the Party in default shall be appointed by a judge of the Court of Queen's Bench at the Judicial Centre of Saskatoon. *The Arbitration Act* of the Province of Saskatchewan shall apply to any arbitration hereunder, and the costs of any such arbitration shall be apportioned equally between the parties hereto.

**Tentative agreements should be reviewed by the municipal solicitor**

**SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

**Schedule "E"**

**OFF-SITE DEVELOPMENT FEES**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

1. TRANSPORTATION SERVICES

Engineering &. Planning	\$16.00 per meter
Traffic & Street Signs	\$ 5.33 per meter
Arterial Streets &. Roads	\$56.00 per meter
Drainage Courses	\$56.00 per meter
	\$133.33 per meter @ > per front meter \$>

To Be Paid: >

Options: In full at the time final subdivision approval is granted by Ministry of Municipal Affairs (Community Planning). Or On each lot as sold, with any outstanding balance to be paid by >

2. PARKS AND RECREATION SERVICES

Public Reserves &. Buffers	\$16.00 per meter
Parks and Playgrounds	\$32.00 per meter
Recreation Facilities	\$85.33 per meter
	\$133.33 per meter @ >per front meter \$ >

To Be Paid: >

Options: In full at the time final subdivision approval is granted by Ministry of Municipal Affairs (Community Planning). Or On each lot as sold, with any outstanding balance to be paid by >

3. UTILITY SERVICES

Water Trunk Mains	\$13.33 per meter
Water Reservoir & Pumping Stations	\$42.67 per meter
Sewer Trunk & Force Mains	\$13.33 per meter
Sewer Lift Stations	\$32.00 per meter
Sewage Treatment & Lagoon	\$32.00 per meter
	\$133.33 per meter @ >per front meter \$>

To Be Paid: >

Options: In full at the time final subdivision approval is granted by Ministry of Municipal Affairs (Community Planning). Or On each lot as sold, with any outstanding balance to be paid by >

**Tentative agreements should be reviewed by the municipal solicitor**

**SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

**TOTAL OFF-SITE DEVELOPMENT FEES**

**\$ >**

**Tentative agreements should be reviewed by the municipal solicitor**

**SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

**Schedule "E"**

**OFF-SITE DEVELOPMENT FEES**

RE: DEVELOPMENT AND SERVICING AGREEMENT

BETWEEN THE \_\_\_\_ OF \_\_\_\_\_, per \_\_\_\_\_

AND OWNER: >, per \_\_\_\_\_

DATED: The > day of >, 200> A.D.

**Tentative agreements should be reviewed by the municipal solicitor**

**SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

Schedule "F"

Council Resolution # 104/03042008

**SERVICING DEVELOPMENT STANDARDS**

**RE: DEVELOPMENT AND SERVICING AGREEMENT**

BETWEEN: The \_\_\_\_ of \_\_\_\_\_, per: \_\_\_\_\_

AND OWNER: >, per: \_\_\_\_\_

DATED: The > day of >, A. D. 200>

**MINIMUM DESIGN STANDARDS FOR LOCAL IMPROVEMENTS FOR**

DEVELOPMENTS BY PRIVATE DEVELOPERS IN THE \_\_\_\_ OF \_\_\_\_\_

**PRELIMINARY PROPOSAL FOR DEVELOPMENT**

Development of new areas requires the approval of the Town Council. It should be clear to the Developer that the Town wishes to be fully informed in regard to the proposed development prior to granting approvals for the Subdivision. To this end the Developer is requested to present his proposal to the Town for study and advice prior to approval in principle of the subdivision and development.

Prior to any development taking place, the Developer shall submit a preliminary proposal of development to the Town. The proposal shall include pertinent information as to standards of construction, requirements for capacity of water mains, sewer mains, roadways, street patterns, utility easements and other significant aspects relating to the proposed development.

The preliminary proposal shall include plans of the proposed development at a scale of 1:1000 outlining the concept of lots, blocks, and street patterns. The following shall be included on the plans:

1. Contours and existing land surface relative to geodetic and elevation datum.
2. Extent and size of water mains.
3. Extent and size of sanitary sewer mains.
4. Curb-to-curb road widths.
5. Any other information that the Developer considers necessary to aid the Town in assessing and considering the proposed development.

At such time as the Town approves the Preliminary Report along with required revisions, amendments or deletions, the Developer may proceed with the detailed design and preparation of plans and specifications for Local Improvements.

The Developer shall submit to the Town four complete sets of plans and specifications for all Local

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## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

Improvement Construction proposed. No construction shall commence or be undertaken until the plans and specifications have been approved in writing by the Town.

Prior to the commencement of the construction of Local Improvements, the Developer shall provide two permanent reference points in the Development Area. The elevation of each reference point shall be established to a geodetic datum. These reference points shall be available for use for all construction activities in the Development Area.

All services to be installed by the Developer shall be installed in such a manner as to least interfere with the existing services and any cost incurred by the Town on account of the installation of services by the Developer shall be charged to the Developer who will pay the Town promptly for such expenditures incurred.

Upon completion of the construction of the Local Improvements the Developer shall submit to the Town, two sets of prints and one reproducible set of as-built plans of the works completed. These plans shall be in a form and to the detail required by the Town.

### **CLOSING OF ROADS FOR EXISTING FACILITIES**

The Town shall be notified in writing twenty-four (24) hours in advance of any closing of developed Town streets or shutting off of existing facilities. Notification shall be given to the Town when these streets are open to traffic and services are back in operation.

### **ROAD CROSSINGS**

Developed roads shall be returned to their original conditions. Where it is necessary to excavate across an existing road or lane, excavations shall be backfilled and compacted to the satisfaction of the Town.

### **STANDARDS**

Outlined herein are the standards intended to be the minimum standards for the construction of all Local Improvements. It shall be the developers responsibility to develop the subdivision in accordance with standards which are acceptable to the Town and which conform to good engineering and construction practices.

### **TOPSOIL REMOVAL**

The topsoil shall be stripped from all road right-of-ways and lanes prior to construction of any utilities.

### **BACKFILL**

All utility trench backfill shall be compacted to a minimum of ninety-five (95%) percent of the Standard Proctor Density.

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

### **WATER DISTRIBUTION SYSTEM**

The water distribution system shall be adequate to supply the peak hourly demands or the peak day demands plus fire flows, whichever is greater. Fire flow requirements shall be as recommended by the Insurers Advisory Organization.

#### **WATER MAINS**

- Minimum size of pipe shall be 150 mm inside diameter.
- Main sizes may be increased or decreased by the Town at their discretion.
- Mains shall be located either within the roadway or boulevard and at least 2.0 meters horizontally from any proposed sidewalk, curb or other service structure.
- Mains shall be installed to provide a minimum depth of cover of 3.0 meters below final finished grade.
- Sand bedding 100 mm below the pipe and at half way up the pipe for the full trench width shall be provided on all mains.
- Pipe for water mains shall be AWWA-C900-81 PVC pipe complete with factory installed elastomeric gaskets, or as otherwise approved.
- Water mains shall be augured or tunneled under existing or future walks, curbs or swales.
- The ends of stub pipes shall be marked with a 38mm x 89mm wooden marker extending from the top of the stub pipe to 600mm above finished grade.

#### **HYDRANTS**

- Maximum spacing of hydrants shall be such that the curb in front of any dwelling is no more than 120.0 meters from any hydrant, as measured along the traveled road surface.
- Hydrants shall be compression type of the same style and make as presently exists in the Town and shall include:
- Two (2) - 64mm hose nozzles and one (1) 114mm pumper nozzle.
- Operating nuts and threads shall match existing hydrants in the Town.
- Hydrant leads shall be augured or tunneled under existing or future walks.
- A 10.88kg (24 lb.) zinc anode shall be attached to hydrants.

#### **VALVES**

- Valves shall be provided on the mains so that no more than three (3) valves are closed to isolate any one section of water main. Valving shall be provided such that only one hydrant is isolated at any one time.
- Valves shall be located at the extension of the street property lines at street intersections or as otherwise approved by the Town.
- Valves on hydrant leads shall be located in the roadway.
- Valves shall be iron body, be resilient seated gate valves conforming to AWWA C509-87, counter clockwise opening, with ends to suit the pipe.
- Valve boxes shall be complete with 25mm square solid steel operating extension stems, stone disc and operating nut with shirt.

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

- The top operating nut shall be within 300 mm of design grade.
- A 5.44kg zinc (12 lb.) anode shall be attached to valves.

### **WATER SERVICE CONNECTIONS**

- All pipes shall be installed in an augured excavation beneath all future sidewalks and curbs.
- Service pipe from the main property line shall have a minimum depth cover of 2.800 meters from finished grade.
- Service connections shall be located 3 metres from the front corner of the lot as shown on Schedule C-5 and 300mm outside the front property of the lot.
- Water Service pipe shall be 25mm ASTM D2737 SDR 9 polyethylene tubing or otherwise as approved.
- Service boxes shall be set vertical with the tops at the sidewalk elevation. At the time of sidewalk construction, the letters “CC” shall be neatly marked into the concrete directly opposite each service box.
- Curb stop stem shall be stainless steel. Sacrificial anodes shall be installed on the curb stop box. The bottom 1.5 metres of the curb stop box wrapped with denso tape.
- Water service pipe shall be wrapped with 50mm rigid insulation.
- The Public Works Department must be contacted for assessment for any new service connection prior to installation or reuse of any existing service connection. Old connections that are not re-used will have to be cut off at the mains.

### **DUPLEX /MULTIPLE UNIT DWELLING CONNECTIONS**

The Public Works Department must be contacted regarding new service connection requirements prior to installation or reuse of any existing service connections. All semi-detached dwellings must have separate service connections to the mains for each dwelling unit. Any duplexes that may be subdivided at a future date will also require separate connections to the mains for each unit. Old connections that are not re-used will have to be cut off at the mains.

Multiple unit dwellings with individual meters for each dwelling unit must provide a separate heated meter room. A key must be provided to the Town to access this room for meter reading and for the turning on and off of each individual meter as necessary. Individual meters will not be installed within dwelling units. Multiple unit dwellings with one meter for the entire building will not be billed individually.

### **CURB CONNECTION AND DRIVEWAY LOCATION**

A \$5000 surety bond will be charged for the misplacement of the driveway over the curb box connection as per the Curb Box and Attached Garage Layout for that property. The surety bond shall be held in a town account in perpetuity for the repair of driveways damaged by the Town or their representatives as a curb box or water line malfunction was repaired; and the water meter shall not be installed until the penalty has been paid to the Town.

### **TESTING**

- Testing of the water distribution system shall be carried out after the service connections are

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

installed according to AWWA Specifications. Leakage testing shall be carried out to a pressure of 1035 kPa.

- Provide chlorine residual and bacterial testing results.

### **SANITARY SEWAGE COLLECTION SYSTEM**

- The sanitary sewage collection system shall be of a sufficient capacity to carry peak hourly sewage flows plus infiltration.

### **SEWER MAINS**

- Minimum size shall be 200mm diameter.
- Main sizes may be increased by the Town as considered necessary.
- Sewer Mains shall be PVC sewer pipe conforming to ASTM D3034, DR35 or as otherwise approved.
- Mains shall be located within the roadway or boulevard and at least 2.0 meters horizontally from any proposed sidewalk, curb or other service structure.
- Mains shall be installed to provide a minimum depth to invert of 2.8 meters from finished grade. Shallower pipes shall require the approval of the Town.
- Pipes shall be bedded in sand from 100 mm below the pipe halfway up the pipe for the full trench width. Improved foundations shall be provided where soil conditions require same.
- Sewer mains shall be augured or tunneled under existing or future walks, curbs or swales.
- The ends of stub pipes shall be marked with a 38mm x 89mm wooden marker extending from the top of the stub pipe to 600mm above finished grade.

### **MANHOLES**

- Manhole bodies shall be of pre-cast concrete sections with a minimum inside diameter of 1050 mm.
- Manhole steps shall be of steel safety steps galvanized after fabrication.
- Frames and covers shall be of cast iron and asphalt dipped. Norwood F-39 or as otherwise approved.
- Maximum spacing between manholes shall be 110 meters.

### **SEWER SERVICE CONNECTIONS**

- All pipes shall be installed in an augured excavation beneath all future sidewalk and curbs.
- Service pipe at the front property line of each lot shall have a minimum depth of 2.8 meters below final lot grade.
- Service pipe shall be of a minimum of 100 mm diameter.
- Service pipe shall be of PVC or as otherwise approved.
- Service pipe shall be connected to the sewer main with an approved saddle.
- The Public Works Department must be contacted for assessment for any new service connection prior to installation or reuse of any existing service connection. Old connections that are not re-used will have to be cut off at the mains.

### **DUPLEX /MULTIPLE UNIT DWELLING CONNECTIONS**

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

The Public Works Department must be contacted regarding new service connection requirements prior to installation or reuse of any existing service connections. All semi-detached dwellings must have separate service connections to the mains for each dwelling unit. Any duplexes that may be subdivided at a future date will also require separate connections to the mains for each unit. Old connections that are not re-used will have to be cut off at the mains.

Multiple unit dwellings with individual meters for each dwelling unit must provide a separate heated meter room. A key must be provided to the Town to access this room for meter reading and for the turning on and off of each individual meter as necessary. Individual meters will not be installed within dwelling units. Multiple unit dwellings with one meter for the entire building will not be billed individually.

### **CURB CONNECTION AND DRIVEWAY LOCATION**

A \$5000 surety bond will be charged for the misplacement of the driveway over the curb box connection as per the Curb Box and Attached Garage Layout for that property. The surety bond shall be held in a town account in perpetuity for the repair of driveways damaged by the Town or their representatives as a curb box or water line malfunction was repaired; and the water meter shall not be installed until the penalty has been paid to the Town.

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

### **ROADS**

#### **GENERAL**

All lanes shall be graveled and all streets paved. Concrete curbs and gutters, (and monolithic sidewalks) shall be constructed according to approved plans.

#### **GEOMETRIC DESIGN STANDARDS**

(A) Curb to curb width of all streets shall be determined by the Town at the time application is approved.

Width of collector and arterial streets shall be as designated by the Town.

(B) **GRADES**

- Minimum gutter grades around curves shall be 0.50%.
- Minimum gutter grades straight sections shall be 0.30%.
- All roads shall be crowned on a slope of 3%.
- Surface drainage will be carried across streets at intersection in concrete swales.

(C) **STREETS**

All streets shall be constructed as follows:

**SUB-GRADE:** remove organic or otherwise unacceptable sub-grade material replace with acceptable material compacted in 150 mm lifts to a minimum of 98% of the Standard Proctor Density. Top 150 mm of Sub-grade compacted to a minimum of 100% of Standard Proctor Density and graded to within 20 mm of final cross section and grade.

#### **BASE:**

- 1) **Local Streets:** 150mm of a good quality, well-grade pit-run gravel or sub-base material with a minimum CBR of 25 compacted to a minimum of 100% of the Standard Proctor Density and 150 mm of crushed gravel base course with a minimum CBR of 65 compacted to a minimum of 100% Standard Proctor Density.
- 2) **Collector and Arterial Streets:** 200 mm of good quality, well-graded pit-run gravel or sub-base material with a minimum CBR of 25 and 150 mm of crushed gravel base course with a minimum CBR of 65 compacted to a minimum of 100% Standard Proctor Density.

#### **ASPHALT SURFACING**

- 1) **Local Streets:** 65 mm of hot mix asphalt surface course with fog coat on the surface
- 2) **Collector and Arterial Streets:**
  - 90 mm of hot mix asphalt surface course with fog coat on the surface
  - Prime approved base surface with approved priming materials, prior to placing hot asphalt.
  - All hot mixed asphalt shall comply with Saskatchewan Highways specification 410
  - Aggregate to be type 71 gradation.
  - Asphalt binder to be 150-200A penetration.
  - Air voids in compacted mix to be 2 percent to 4 percent.

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

- Density of finished pavement to be minimum 97 percent of Marshall Density.

(D) LANES

All lanes shall be constructed as follows:

- 150 mm compacted sub-grade
- 200 mm of crushed gravel base course with a minimum CBR of 65 compacted to a minimum of 100% Standard Proctor Density.
- Prime coat
- 50mm hot mix asphalt surface c/w fog coat.

### CONSTRUCTION ROADS

Roads provided to new development areas that do not have sub-grade preparation and base gravel placed and approved by the Town engineer shall be considered a Construction Road. Construction roads shall have sufficient gravel to provide access to construction trades at all times. This road shall be posted by the Developer that it is a “Construction Zone - authorized personnel only, no public access” at all entrance points. The sign shall measure no less than 9 square feet and shall include the name and phone number of the land developer responsible for the construction of the road. Should the road become impassable as deemed by the Town Manager, Town Engineer or Public Works Director, the road will be closed until once again deemed passable.

Construction zones will not be permitted to be opened without access to operational fire hydrants. No conditional development or conditional building permits will be issued for an area which there is no approved access via construction road. The water will not be turned on for any circumstance until the road bed is approved by the Town engineer and no person shall occupy the dwellings until the water is turned on.

### CURBS AND GUTTERS AND SIDEWALKS

- Curbs, gutters and sidewalks shall be constructed on both sides of all streets. All curbs, gutters, and sidewalks shall be constructed of poured-in-place concrete in accordance with the standard drawings attached.
- Curb returns at street intersections shall have a minimum radius of 8.000 meters or as required by the Town.
- The minimum curb radius in crescents and cul-de-sacs shall be 12.000 meters.

### CONCRETE

Concrete for all sidewalk, curb and gutter construction shall have an air content of at least 5% and no more than 8% and shall have a minimum 28 day compressive strength of 32.0 MPa.

### LOT DRAINAGE

The Developer shall submit to the Town an overall plan of the area to be developed on which shall be indicated the individual lots with the proposed grading of the lots. Rear lot grades shall be 150mm above design lane grade. Also indicated on this plan shall be the design sidewalk or top of curb elevations and the invert to elevation of the sanitary sewer connection at the property line. Front

**Tentative agreements should be reviewed by the municipal solicitor**

## **SAMPLE SERVICING AGREEMENT**

**For Discussion Purposes Only**

**Revise to suit situation**

finished grade elevations are to be set at 600 mm above the design sidewalk or top of curb elevations.

Concrete piles, 150mm diameter by 2 meters deep shall be installed, offset 300mm from the property lines at the locations shown on Schedule C2- Alley Construction. Piles shall be set to lane grade. Top of the pile shall have a brass plate provided by the \_\_\_\_ of \_\_\_\_\_.

### **GAS, POWER, TELEPHONE SERVICES AND STREET LIGHT INSTALLATION**

Installing gas, power, street light, telephone and television cable services shall be arranged between the Developer and the respective utility/service companies. The Developer shall pay costs for these services. The Town shall approve the utility design and locations.

**Tentative agreements should be reviewed by the municipal solicitor**