



R.M. of North Battleford No. 437

APPROACHES AND ROADS POLICY

Policy No. 04-2008

Approaches and Roads Policy

That the attached approaches and roads construction agreement is adopted as policy.

Passed by resolution of Council April 8th, 2008.

SERVICING AGREEMENT

APPROACH CONSTRUCTION AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 20 _____.

Between:

The Rural Municipality of North Battleford No. 437, Box 187, North Battleford, Saskatchewan. S9A 2Y1
a corporate municipality in the Province of Saskatchewan (herein after called the **Municipality**)

OF THE FIRST PART,

And

_____ of _____,

Address: _____, _____, _____,

(hereby called the **Contractor**) OF THE SECOND PART.

WHEREAS at the time of making this agreement:

- a) The Contractor has applied to construct an approach on the following land (hereinafter called the Approach)

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- b) The Municipality considers it appropriate that the Approach Construction Installation be approved subject to the Contractor entering into an agreement with the Municipality under Section 172 of *The Planning and Development Act, 2007*, concerning the supply, installation and construction of approaches and related materials and works (hereinafter called Improvements and specified in the Annexed Schedule "A") required for the Approaches.

1. Contractor Responsibilities

The Contractor agrees to undertake the following provisions wholly at the expense of the Contractor.

- 1.1 To obtain all necessary approvals or permits required for any Improvement and to deposit the original copy of such permits with the Municipality.
- 1.2 To erect, place and maintain such barricades, lights or other protections of persons or property as will adequately protect any person in the area during construction.
- 1.3 To advise the Municipality in writing when Approach Construction has been completed and to allow the Municipality unrestricted access to inspect the Approach at any time.
- 1.4 To advise the Municipality in writing once any noted defects or deficiencies found during an inspection by the Municipality have been corrected and request re-inspection and approval thereof.
- 1.5 To indemnify and save harmless the Municipality with respect to any action commenced against the Municipality resulting from any activity or occurrence within the Land or Plan, other than with respect to those activities being conducted by the Municipality.

- 1.6 To be responsible for providing or arranging for the installation or relocation of all telecommunications,, electrical, natural gas, cable and pipe lines including the provision of all easements as may be required for such lines.

2. Municipal Responsibilities

The Municipality agrees to the following provisions:

- 2.1 To allow the Contractor to enter onto any land owned or administered by the Municipality within or adjacent to the bounds of the Land so that the Contractor may undertake and complete any Improvements or maintenance as needed.
- 2.2 To inspect any completed Improvements within fourteen (14) days of a request to do so from the Contractor and where there are no defects or deficiencies apparent at that time, the Municipality shall issue a letter to the Contractor within seven (7) days after the next regular meeting of council:
- a) Certifying that the Improvements inspected by the Municipality have been completed to the satisfaction of the Municipality;
 - b) Advising of any apparent defects or deficiencies that require correction or remedial action.

IN WITNESS WHEREOF the Parties hereto have executed this agreement the day and year first above written.

For the Rural Municipality of North Battleford No. 437

SEAL

Reeve

Administrator

Contractor

Witness

Notes regarding schedules

Schedule "A"

Approach Construction minimum standards for the R.M. of North Battleford No. 437

STANDARDS AND GUIDELINES FOR MUNICIPAL APPROACH INSTALLATION

1. No approach shall be constructed where sight distance is inadequate or where so approach would create hazardous traffic movement.
2. All construction including final clean up shall be completed within 90 days of the beginning of construction. If final clean up is not completed within that time limit the R.M. may arrange to have the clean up done and the costs charged back to the applicant.
3. Approaches are also to be graveled to Council's specifications.
4. Grade all ditches and back slopes at a horizontal to vertical ratio of 4:1 and to remove all rocks and other debris from all slopes and ditches so the entire right of way can be mowed.
5. Culverts are to be installed in the approaches as per the specifications and placement of council and/or Saskatchewan Water Corporation.
6. The applicant shall be responsible to locate and protect all utilities within the right of way and take whatever precautions necessary to protect them.
7. Council to determine where culverts are to be placed from the road edge with the approach flaring out each way with a 4:1 slope; the approach to be constructed at no less than 22 – 24 feet wide.
8. Contractor is responsible to supply and install galvanized steel culverts where required at a minimum dimension of 400mm.
9. The developer shall be responsible for any culverts that may be required within a two year period.
10. No development on any land is to commence until such time as the approaches are completed.
11. No work is to be completed for the R.M. of North Battleford No. 437 unless approved by the R.M.
12. The following are guidelines and will be left to the council's discretion to change or alter as they see fit.

Periodic Inspections are to be done by the Foreman and a designated council member at the following phases:

1. Installation of Approaches
2. Graveling road and approaches