



*R.M. of North Battleford No. 437*

**SERVICING AGREEMENT POLICY**

**Policy No. 08-2008**

**Road or Approach Construction**

The attached servicing agreement – road construction agreement is the R.M.s policy, and anyone wishing to build a road or approach within the R.M. be made to sign the agreement before commencing any work.

Passed by resolution of Council on August 6<sup>th</sup>, 2008.

**SERVICING AGREEMENT**  
**ROAD 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 **Developer**) OF THE SECOND PART.

**WHEREAS** at the time of making this agreement:

- a) The Developer has applied to subdivide the following land (hereinafter called the Land)

\_\_\_\_\_  
A true copy of which is annexed to the agreement as Schedule "A",

- b) The Developer proposes to subdivide the Land as shown in the annexed Schedule "B"  
(hereinafter called the Plan)

- c) The Municipality considers it appropriate that the subdivision application be approved subject to the Developer entering into an agreement with the Municipality under Section 172 of *The Planning and Development Act, 2007*, concerning the supply, installation and construction of roadways and related materials and works (hereinafter called Improvements and specified in the annexed Schedule "C") required by the subdivision,

**NOW THEREFORE**, in consideration of the covenants and promises contained in this Agreement and the Municipality's consent to the subdivision, the Parties agree as follows.

**1. General Provisions**

1.1 Any notice to the other Party shall be sufficiently served if sent by prepaid registered mail to the aforesaid address of the other Party.

1.2 Municipality shall mean any person authorized to act on behalf of the Municipality including any person hired or employed by the Municipality.

1.3 Roadway means that part of a public highway as defined under *The Highways and Transportation Act, 1987 c.H-3.10*, designed or intended for use by vehicular traffic.

- 1.4 The terms of this Agreement including all covenants, provisions and annexed schedules, shall run with the Land, and shall be binding upon both Parties and their subsequent heirs, successors, administrators, assigns or transfers.
- 1.5 This Agreement may be altered or added to with the mutual written consent of the Parties or their respective heirs, executors, administrators, successors and assignees and any alterations or additions shall be executed with the same formality as this Agreement and subsequently form part of this Agreement.
- 1.6 If any provision of this Agreement is found to be invalid, it is the intention of the Parties that the remainder of the agreement shall remain in full force.
- 1.7 Each Party shall be responsible for paying their respective costs or fees for legal and engineering services required to bring effect to this Agreement.

## 2. Arbitration Provision

- 2.1 In the case of a dispute between the Parties hereto concerning any aspect of this Agreement including whether Improvements have been satisfactorily completed, either party shall be entitled to give the other notice of such dispute and demand arbitration thereof. Within fourteen (14) days after such notice and demand have been given, each Party shall appoint an Arbitrator who shall jointly select a third. The Parties agree that the decision of any two of the Arbitrators shall be final and binding upon the Parties. *The Arbitration Act* of the Province of Saskatchewan shall apply to any arbitration hereunder and the costs of arbitration shall be appropriated equally between the Parties.
- 2.2 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, or an Arbitrator to represent the Party who failed to appoint an Arbitrator, may be appointed by the Judge of the Court of Queen's Bench upon application by either Party.

## 3. Developer Responsibilities

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

- 3.1 Within one (1) year of the date of this Agreement, to supply or construct all Improvements to at least the minimum standards specified in Schedule "C" annexed to this Agreement.
- 3.2 To obtain all necessary approvals or permits required for any Improvement and to deposit the original copy of such permits with the Municipality.
- 3.3 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.
- 3.4 While this Agreement is in effect, to keep in good repair and maintain all constructed Improvements on the understanding that maintenance is a continuous operation which must be carried out for each and every kind of work, and no release from liability of any kind will be given unless all repairs or replacements required by the Municipality have been done and until the Municipality has made its final inspection.
- 3.5 To advise the Municipality in writing when Improvements have been completed and to allow the Municipality unrestricted access to inspect the Improvements at any time.

3.6 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.

3.7 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.

3.8 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.

3.9 In situations involving the subdivision of residential or commercial lots, and notwithstanding the dedication of roadways in the plan of survey, the developer shall assume all responsibility for maintenance of roadways and approaches until such time as a minimum of 50% of the subdivided lots have been sold and title transferred to purchasers, at which time maintenance responsibility shall revert to the municipality.

#### 4. Municipal Responsibilities

The Municipality agrees to the following provisions:

4.1 To allow the Developer to enter onto any land owned or administered by the Municipality within or adjacent to the bounds of the Land so that the Developer may undertake and complete any Improvements or maintenance as needed.

4.2 To inspect any completed Improvements within fourteen (14) days of a request to do so from the Developer and where there are no defects or deficiencies apparent at that time, the Municipality shall issue a letter to the Developer 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

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Witness

Notes regarding schedules

- |              |  |
|--------------|--|
| Schedule "A" | Copy of Title to the land being sub-divided  |
| Schedule "B" | Copy of the plan of proposed subdivision or engineering drawing showing where improvements are to be constructed and installed |
| Schedule "C" | Road and approach minimum standards for the R.M. of North Battleford No. 437   |

## Schedule "C"

### STANDARDS AND GUIDELINES FOR MUNICIPAL ROADS AND APPROACH INSTALLATION

1. No approach shall be constructed where sight distance is inadequate or where so approach would create hazardous traffic movement.
2. All top soil shall be removed where road is being built.
3. 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.
4. When (re) constructing a roadway that will be used by general traffic flow there must be a 100 foot right of way with all slopes to the 100 foot right of way smoothed and leveled with a flat bottom ditch of 15 feet.
5. There must be a 66 foot right of way on service roads where the principal use is for local traffic within a subdivision with all slopes to the 66 foot right of way smoothed and leveled with a flat bottom ditch of 15 feet.
6. Applicant must improve and grade the road so that the driving surface has a minimum/maximum driving surface of 24 feet with the average shoulder elevation of the road surface to be approximately 3 feet above adjacent ground surface, with a minimum of 2 ½ feet; (snow clearance)
7. There shall be no rocks in the top 6" of the road top or at the depth of council's discretion, and road top and approaches are to be scarified.
8. To supply to the road, initial graveling at the rate of a minimum of 600 cubic yards to the mile at the completion of construction, or based on council's discretion. Approaches are also to be graveled to Council's specifications.
9. 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. Design the road so that all surfaces have a six inch high crown evenly sloped to the outside edge and to have at least 25% clay (binder) in the top six inches under the driving surface; if the road is built on a slough, there shall be a minimum 3 foot clay cap but it is preferred to have 4 to 5 feet.
10. Culverts are to be installed in roads and approaches as per the specifications and placement of council and/or Saskatchewan Water Corporation.
11. The applicant shall be responsible to locate and protect all utilities within the right of way and take whatever precautions necessary to protect them.

12. 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.
13. Developer is responsible to supply and install galvanized steel culverts where required at a minimum dimension of 400mm.
14. One approach per property is required, double approaches for two dwellings/entrances will not be considered.
15. To supply traffic signs where required and of the type recommended by council, all signs will be installed by the municipality using official guidelines.
16. Only 2 approaches are allowed off of a main road per subdivision, any more than two, the construction of a service road will be required.
17. The developer shall provide to the municipality, prior to the commencement of construction, a detailed drainage plan which will be reviewed.
18. No development on any of the subdivided lots is to commence until such time as the roadways/approaches are completed.
19. Turn around at the end of the road has to be 100 feet in diameter.
20. No work is to be completed for the R.M. of North Battleford No. 437 unless approved by the R.M.
21. 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 Assistant Foreman Rob Jenner and a designated council member at the following phases (441-6669):

1. After removal of top soil
2. Dirt hauled for road
3. Installation of Approaches
4. Scarifying road and approaches
5. Graveling road and approaches