



Policy Number PW_02-15	<i>Access Road Construction</i>
Date	Resolution Number
References Municipal	Mayor _____ CAO _____

PURPOSE

The purpose of this policy is to outline Council's requirements for the undertaking of construction of road access to new residential or building sites.

SCOPE

Where a ratepayer of Riverdale Municipality wishes to develop a residence or yard site in an area which is not currently serviced by an all-weather road, the following policy shall apply:

APPLICATION

Written application must be received by Riverdale Municipality requesting any road upgrading. The application must clearly state the reason for the request, provide estimates of the value of the proposed property development, and provide a schedule of when the building development will be complete.

APPROVAL BY COUNCIL



All applications for road upgrades must be approved by council and if approved will be formalized in the Riverdale Municipality Access Road Development Agreement, and signed by both parties. This will become a binding agreement on both parties.

DEVELOPMENT PLAN

"Schedule A" attached will be the standard form of Development agreement.

Schedule A

RIVERDALE MUNICIPALITY

ACCESS ROAD DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT made the _____ day of _____, _____.

BETWEEN:

RIVERDALE MUNICIPALITY

(hereinafter called "the Municipality"),

OF THE FIRST PART,

- and -

(hereinafter called "the Developer"),

OF THE SECOND PART,

WHEREAS the Developer is the registered owners of the lands described as



_____ in
Riverdale Municipality (hereinafter called “the land”);

AND WHEREAS approval has been given by resolution of council _____ for the construction of an access road to the land subject to certain terms and conditions imposed by the Municipality which conditions are set out in the Agreement:

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained (the sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

1. Subject to compliance by the Developer with the terms of the Agreement, the Municipality does hereby agree to construct a suitable access road to the land, and same shall be in accordance with the specifications and standards of the Municipality.
2. The Municipality covenants and agrees to **oversee the** construct and installation of all drainage works and roadways shown on the map attached hereto and marked as Schedule “B”. Construction will commence as soon as reasonably possible after visible onset of the construction of a dwelling, provided however that if construction of the dwelling precedes the final execution of this Agreement, then construction and installation of drainage works and roadways will commence as soon as reasonably possible after such final execution. In the event that the construction of a dwelling unit shall not commence prior to December 31 of the year of signing of this agreement, this agreement shall be null and void.
3. **Cost of construction will be borne by the Developer. Design of Road Construction is to be to municipal specifications, of which will be provided to the Developer.**
4. **Upon completion, the road will be turned over to the Municipality and the Developer will have non ownership or authority over the road. The Municipality agrees to ongoing maintenance of said road.**



5. In the event of a dispute arising between the Municipality and the Developer concerning the application or interpretation of the Agreement, such dispute shall be referred to a single arbitrator appointed by agreement of the parties or, if the parties are unable to agree within a reasonable time on an arbitrator, such arbitrator shall be appointed by the Court of Queen's Bench, Brandon Centre. The arbitrator shall hear and determine the dispute within thirty days. The costs of the arbitrator shall be borne equally by the parties hereto unless varied by the arbitrator who shall have jurisdiction to apportion the costs of arbitration as the arbitrator shall deem appropriate.

IN WITNESS WHEREOF the Developer and the Municipality have affixed their corporate seals duly attested by the hands of their proper officers the day and year above written.

RIVERDALE MUNICIPALITY

Per:

(Mayor)

(Chief Administrative Officer)

SIGNED SEALED AND DELIVERED)

In the presence of:) _____

)



_____)