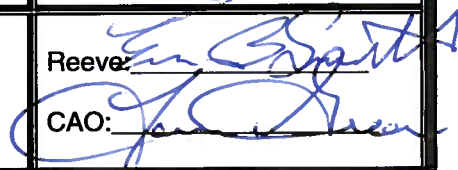



Rural Municipality of Daly POLICY AND PROCEDURE MANUAL		POLICY NO: 14
REFERENCE Council	ADOPTED BY: Resolution #13-083	
		Date: June 11, 2013
TITLE: : Access Road Construction		Reeve:  CAO: 

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 the RM of Daly 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 the RM of Daly 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 RM of Daly 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



RURAL MUNICIPALITY OF DALY

ACCESS ROAD DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT made the _____ day of _____, _____.

BETWEEN:

RURAL MUNICIPALITY OF DALY
(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
the Rural Municipality of Daly (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 construct and install 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 cost shared by the Municipality and the Developer. The Municipality covenants and agrees to pay fifty (50%) percent of the total cost of construction to a maximum of Ten Thousand (\$10,000.00) Dollars with the Developer paying the remaining costs. Amounts owing by the Developer will be billed to the Developer upon completion of the project by the Municipality with payment due within thirty (30) days of billing date.
4. Although the costs of said project are shared, the road will continue to be owned by the Municipality and the Developer will have non ownership or authority over the road.
5. In the event that the Developer shall fail or neglect to pay any amount required by them to be paid under or by virtue of this Agreement, the Municipality may add such amount to the real property taxes of the land and collect such amount in the same manner as arrears of taxes.
6. If future development occurs on this newly created road within 5 years, the applicant will be reimbursed based on a pro rata portion of the construction costs; unless the road requires upgrading to accommodate the additional use.

7. 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.

RURAL MUNICIPALITY OF DALY

Per:

(Reeve)

(Chief Administrative Officer)

SIGNED SEALED AND DELIVERED)

In the presence of:) _____

)

_____)