



Rural Municipality of
Corman Park

Rural Municipality of Corman Park No. 344 Policy

Policy # TS-016

Policy Title: Road Construction

Policy Objective: To set parameters under which landowners required to construct or upgrade municipal road allowances for the purpose of obtaining a building permit may receive compensation if further development occurs alongside or beyond the constructed road.

Authority: April 15, 2019, Resolution #6

Policy:

The Rural Municipality of Corman Park, in order to ensure safety of ratepayers and compliance under Section 343 of *The Municipalities Act* with respect to provision of proper care and maintenance of roadways requires that as a pre-condition to the consideration of an applicable development and/or building permit that an all-weather roadway to an appropriate municipal standard located on dedicated municipal road allowance be in place to access lands.

If, in the opinion of Council, or its designate, a road does not exist to an acceptable standard to service lands where a permitted residential building permit has been applied for, the roadway must be upgraded by the landowner prior to issuance of a building permit as may be directed by the Municipality. All road construction undertaken by a landowner shall be at the sole cost of the landowner and shall be subject to the terms and conditions of a road construction agreement to be entered into between the Municipality and the landowner, such agreement to be in such form as may be directed by the Municipality from time to time.

Where the Municipality has required a landowner (the "**Original Developer**") the construct a roadway under this policy (the "**Constructed Roadway**") and there is subsequent development undertaken by a third party (the "**Subsequent Developer**") on lands that are adjacent to and utilizing the Constructed Roadway (the "**Future Benefitting Lands**") for access and egress (such that the Subsequent Developer will not have to construct a roadway as may have otherwise been required, the Municipality will, in its sole discretion:

- (i) Determine whether the Constructed Roadway will benefit the Subsequent Developer and the Future Benefitting Lands and the what extent or portion such benefit will occur; and
- (ii) Determine whether the Subsequent Developer will be required to repay a portion of the Original Developer's costs incurred in constructing the Constructed Roadway directly to the Original Developer (the "**Latecomer Charges**") or to the Municipality as a condition of providing development approvals and to what extent such payment of Latecomer Charges will be required.



Administration:

Latecomer Charges do not have to be applied for and will be determined by the Municipality, in its sole discretion, and imposed on the Future Benefiting Lands in accordance with this policy, as it may be amended or replaced from time to time.

Where Latecomer Charges will be applicable, the Municipality will require the Original Developer to enter into a latecomer agreement with the Municipality (the "**Latecomer Agreement**") setting out the applicable amount of Latecomer Charges that may be subject to collection by the Municipality, the form of such Latecomer Agreement and the applicable amount of the Latecomer Charges to be determined by the Municipality, in its sole discretion.

All Latecomer Charges will be determined based on approved drawings and the estimated construction estimates that are reflected in the Latecomer Agreement. The maximum reimbursement and Latecomer Charges that shall be payable to the Original Developer shall be 50% of the cost of the Constructed Roadway. No costs for the Constructed Roadway that have been paid by the Municipality shall be eligible to be included as Latecomer Charges.

Where Latecomer Charges are applicable and payable by the Subsequent Developer, the Municipality will agree to require the Subsequent Developer to pay the Latecomer Charges directly to the Original Developer or to the Municipality as a condition of providing any development approvals or building permits relating to the Future Benefiting Lands.

Latecomer Charges will be eligible for collection and payment until the earlier of (i) the five (5) years from the issuance of the Construction Completion Certificate for the Constructed roadway or (ii) the transfer or sale of the applicable lands by the Original Developer (the "**Expiry Date**"). No Latecomer Charges shall be payable to the Original Developer after the Expiry date and the Municipality shall have no obligation or liability relating to the collection or payment of the Latecomer Charges following the expiry or termination of the Latecomer Agreement. The Original Developer shall acknowledge and agree that the Municipality shall have no responsibility or liability for the payment of any Latecomer Charges if the Future Benefiting Lands do not develop within the five (5) year term.

In the event that subsequent applications for development and/or building permit applications on the Future Benefiting Lands will require additional upgrades to the Constructed Roadway the Municipality may in its sole discretion deduct such upgrade costs from any Latecomer Charges deemed due and payable to the Original Developer under this policy.

In the event that the Municipality undertakes upgrades to the Constructed Roadway after the issuance of the Construction Completion Certificate for any reason any Latecomer Agreement and the obligation of the Municipality to obtain or remit Latecomer Charges to the Original Developer shall become null and void.

Application of this policy is at the total discretion of Council, and must be provided for in an approved road construction agreement in order to be considered.

ROADWAY LATECOMER AGREEMENT

THIS AGREEMENT made the ● day of ●, 20● (the “**Effective Date**”).

BETWEEN:

●
(hereinafter referred to as the “**Owner**”)

OF THE FIRST PART

AND:

RURAL MUNICIPALITY OF CORMAN PARK, a municipal corporation having its offices at ●.

(hereinafter referred to as the “**RM**”)

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises located within the RM of Corman Park, Province of Saskatchewan and legally described as:

●
(hereinafter referred to as the “**Lands**”)

AND WHEREAS the RM has required and the Owner has agreed to construct a municipal roadway (hereinafter called the “**Roadway**”) in connection with the development of the Lands pursuant to a road construction agreement date as of ●;

AND WHEREAS the Roadway may serve land other than the Lands being developed;

AND WHEREAS the Owner has paid the costs as outlined in Schedule “A” hereto to construct the Roadway (the “**Roadway Costs**”);

AND WHEREAS it is the intent of the RM to make every effort to provide for the collection of a share of the costs of the Roadway from the owner of any adjacent lands being developed that (hereinafter referred to as the “**Latecomer**”) that may connect to or use the Roadway and provide for the repayment of these monies to the Owner;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed between the parties hereto as follows:

1. The RM shall, in its sole discretion:
 - a) determine the total of the applicable Roadway Costs;

- b) determine which part of the Roadway that it considers will benefit each of the parcels of land that will be served by the Roadway and which are Latecomers for the purposes of this Agreement; and
- c) impose as a condition of any Latecomer obtaining any development approvals or building permits relating to the development of any lands owned by the Latecomer, a charge related to the Latecomer's deemed benefit relating to the Roadway, such charge to be determined by the RM, in its sole discretion, as follows:

[Insert applicable portion of latecomer charge (%) that would be applicable]

(hereinafter referred to as the "**Latecomer Charge**").

2. The Owner acknowledges and agrees that Latecomer Charges will not include any costs for the Roadway that have been paid by the RM and that where additional upgrades are required to the Roadway, the RM may, in its sole discretion, deduct such upgrade costs from any Latecomer Charges deemed due and payable pursuant to this Agreement.
3. The parties agree that the area which is subject to the Latecomer Charge as set out in this Agreement is that area shown outlined in Schedule "B" attached hereto and forming part of this Agreement (the "**Latecomer Lands**").
4. The RM shall collect from the Latecomer or cause the Latecomer to directly pay to the Owner, the Latecomer Charge prior to issuing any development approvals or building permits relating to the development of any of the Latecomer Lands. For phased development, all Latecomer Charges will be pro-rated and collected at each respective development phase.
5. The RM shall pay all collected Latecomer Charges to the Owner at the address of the Owner as set forth in this Agreement or at such other address as the Owner may provide. If the said Latecomer Charges are returned to the RM, the RM shall hold such funds for one (1) year. If the Latecomer Charges are not claimed by the Owner within such time period, the RM shall retain all sums so held for its own use absolutely.
6. The parties agree that the RM is under no obligation to force any residence or development to occur on the Latecomer Lands and the RM will not be responsible for the payment of any costs or Latecomer Charges to the Owner in the event that the Latecomer Lands are not developed prior to the expiry of this Agreement.
7. The term of this Agreement (the "**Term**") shall continue from the Effective Date until the earlier of:
 - (i) the five (5) years from the RM's issuance of the Construction Completion Certificate for the Roadway; or
 - (ii) the transfer or sale of the Lands, in whole or in part, by the Original Developer.

No Latecomer Charges shall be payable to the Owner after the expiry of the Term and the RM shall have no obligation or liability relating to the collection or payment of the Latecomer Charges following the expiry or termination of this Agreement.

8. The Owner covenants and agrees that there are no financial agreements or arrangements by which owners of Latecomer Lands have contributed or will be contributing to the cost of the Roadway which are the subject of this Agreement.

9. The parties agree that the RM shall use commercially reasonable efforts to collect Latecomer Charges. The Owner agrees that in the event that the RM does not collect the Latecomer Charge, the RM shall not be liable to the Owner and the Owner hereby remises, releases and forever discharges the RM, its directors, officers and employees of all matters arising out of this Agreement and the collection of Latecomer Charges pursuant to this Agreement.

10. It is agreed that the RM has made no representations, covenants, warranties, guarantees, promises or agreements, oral or otherwise, with the Owner other than those contained in this Agreement.

11. Subject to the RM's contractual obligation to the Owner as provided herein, nothing contained or implied in this agreement shall prejudice or affect the rights and powers of the RM in the exercise of its functions under any letters patent, statute, by law, order and regulation.

12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. In the case of a dispute between the parties hereto concerning any aspect of this Agreement, 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, 1992* shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the parties. 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 fails to appoint an arbitrator, may be appointed by a Justice of the Court of Queen's Bench upon application by either party.

14. The division of this Agreement into subdivision, and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. 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. Time is of the essence in this Agreement.

15. Any notice to the other party shall be sufficiently served if hand-delivered or if sent by prepaid registered mail to the other party. In the event of the RM, it shall be sufficient to mail notice to the address for the Owner as entered on the tax roll of the RM at the time such notice is given.

16. This Agreement shall be governed by the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the RM of Corman Park, Province of Saskatchewan, the day and year above written.

**THE RURAL MUNICIPALITY OF
CORMAN PARK NO. 344**

Per: _____
Reeve

Per: _____
Administrator

If Owner is an individual:

SIGNED by the **Owner** in the presence of:)

Owner's Name

Signature of Witness)

_____)

Name of Witness)

Owner's Name

Occupation of Witness)

If Owner is a company:

Company Name

Per: _____

APPENDIX "A"

Insert Estimate of Roadway Costs

APPENDIX "B"

Attach a copy of the map indicating the lands subject to Latecomer Charge

ROAD CONSTRUCTION AGREEMENT

Dated this ____ Day of _____, 20__

Between:

The Rural Municipality of Corman Park No. 344
(the "Municipality")

And

(the "Landowner")

Collectively
(the "Parties")

WHEREAS at the time of making this agreement:

- A. The Landowner owns or has an interest in the land (the "Land") described in Schedule "A";
- B. The Landowner desires to apply for applicable permits to allow for the construction of a residence on the Land;
- C. The Land is not presently serviced by a suitable all-weather road;
- D. The Municipality has directed that as a pre-condition to the consideration of a applicable development and building permits that the Landowner shall be responsible for the construction of an appropriate all-weather roadway (the "Road") from the Land to the nearest all-weather roadway, identified in Schedule 'B', and in accordance with the specifications set out in Schedule 'C'; and
- E. The Landowner is prepared to undertake the construction of the roadway at their sole cost.

THEREFORE in consideration of the covenants and promises contained in this agreement the parties agree as follows:

1. The Landowner shall be responsible for constructing an all-weather roadway on the statutory road allowance located along the "Legal Description of Road" as shown on the diagram set out in Schedule "B".
2. The Landowner shall be responsible for all costs relating to the construction of the Road, including but not limited to the payment of the applicable taxes arising from the services provided for the construction of the Road and any engineering, survey, or other expenses that may be required. Such construction shall be in accordance with the specifications set out in Schedule "C".
3. Construction shall commence no later than "Date" and shall conclude no later than "Date"
4. It is understood and agreed that the Road, before, during and after construction shall remain vested in and owned by Her Majesty the Queen in Right of Saskatchewan, subject to the right of the Municipality to manage and administer the roadway.
5. Prior to commencing construction of the Road the Landowner agrees to provide the Municipality security for the proper performance of the Agreement in the amount of ***** Dollars (\$*****)** (which will represent 80% of the agreed to estimated cost of constructing the Road) in one of the following forms acceptable to the Municipality:
 - a. an irrevocable, unconditional letter of credit from a company acceptable to the Municipality, which shall guarantee the proper performance of all of the Landowner's obligations under this Agreement and remain valid and in force until such time as the Landowner is released from those obligations in accordance with the terms and conditions contained herein; or
 - b. such other security arrangements as the Municipality in its absolute discretion finds acceptable. Any such security arrangements shall be irrevocable during the currency of this Agreement until such a time as the Landowner is released in accordance with Section 42 hereof.
6. Prior to commencing construction of the Services:
 - a. the Landowner shall deposit with the Municipality a policy, or policies, of insurance with an insurer acceptable to the Municipality, which policy, or policies, of insurance shall insure the Municipality and the Landowner against any liability that may arise out of any work required pursuant to this Agreement;
 - b. the policy, or policies, of insurance shall remain in force until two (2) years after inspection and acceptance of the Services by the Municipality;
 - c. the Municipality shall specify the limits of liability of the insurer which shall not be less than Five Million Dollars (\$5,000,000.00) inclusive for public liability and

property damage and the policy, or policies, of insurance shall include the name of the Municipality as one of the insured;

- d. the Landowner shall pay the premium on the policy, or policies, of insurance and shall from time to time furnish the Municipality with satisfactory evidence that such insurance is in full force and effect and the premiums are paid; and
 - e. the Landowner shall deliver to the Municipality, prior to the commencement of construction, a statement signed by an authorized insurance company representative that such insurance shall not be terminated without thirty (30) days prior notice to the Municipality.
7. Notwithstanding any provisions contained in this agreement, the Municipality shall not be obligated to issue any development and/or building permit with respect to the Lands until the required financial security and policy of insurance described herein has been provided to the Municipality.
 8. The security amount referred to in Section 5 with may be reduced from time to time at the sole discretion of the Municipality to a maximum of 25% of the total security value upon receipt of a written request from the Landowner and subject to supplying the Municipality with a statutory declaration that all accounts for work and materials for the Road have been paid, and that there are no claims for liens or otherwise in connection with the construction of the Road and that the Road has been completed to the satisfaction of the Municipality according the standards contained in this Agreement.
 9. The Landowner shall construct the Road in accordance with the approved plans and specifications and in a good and workmanlike manner. Regardless of any inspection, the Municipality may stop work if the work is not being carried out as required and the Landowner will make any changes in the work required by the Municipality and carry out the work as directed by the Municipality.
 10. Without limiting the generality of any of the provisions contained herein, before any construction proceeds the Landowner shall arrange with SaskTel, SaskPower, SaskEnergy, and other applicable utilities for the location of telephone, power and gas lines.
 11. The Landowner shall be responsible for any and all relocation, repairs, and replacements to any utilities required as a result of construction of the Road.
 12. The Landowner shall put up such barricades, lights or other protection for persons and property as will adequately protect the public and the Landowner will maintain such protections during the course of construction and will, on request of the Municipality, improve or change the same.

13. The Landowner shall be responsible for the disposal of all construction garbage and debris related to the construction of the Road in an orderly and sanitary fashion to a designated solid waste disposal facility. The Municipality is not responsible for the removal or disposal of garbage and debris or the costs thereof.
14. The Landowner shall be responsible for the installation of all necessary culverts to provide adequate drainage for the Road;
15. All excavations shall be conducted in accordance with the applicable provisions of the Occupational Health and Safety Regulations and all regulations thereto, which include regulations for side-slopes for excavations. The side-slope dimensions shall be flattened if excess groundwater is encountered.
16. When all of the construction have been completed with respect to the Road, the Municipality shall make an inspection and, if satisfied that the work required is substantially complete, shall issue a construction completion certificate (the "Construction Completion Certificate") The Construction Completion Certificate may contain a list of minor problems which have to be corrected by the Landowner, but which are not considered of sufficient importance to delay the issuance of the Construction Completion Certificate and the acceptance of the Road by the Municipality.
17. The Landowner acknowledges and agrees that, upon applying for the Construction Completion Certificate, the Landowner shall supply the Municipality with a statutory declaration that all accounts for work and materials for said construction have been paid, and that there are no claims for liens or otherwise in connection with the construction of the Road. The Municipality shall not be obliged to provide the Construction Completion Certificate until all holdbacks, statutory or otherwise, have been fully settled.
18. No development or building permits on the Lands shall be issued by the Municipality nor until the Municipality has issued a Construction Completion Certificate as defined herein.
19. After the issuance of the Construction Completion Certificate:
 - a. the Landowner shall be responsible for the maintenance, repair and replacement the Road which may become necessary for a period of two (2) years from the date of the Construction Completion Certificate (the "Maintenance Period");
 - b. prior to the completion of the Maintenance Period, the Landowner shall make a written request to the Municipality for a final inspection of the Road. On receipt of the Landowner's request for a final inspection the Municipality will inspect the work and, if satisfied, shall issue a final acceptance certificate (the "Final Acceptance Certificate"). Notwithstanding the two (2) year period noted above, the Maintenance Period shall continue until the Municipality has issued the Final Acceptance Certificate; and

- c. after the issuance of the Final Acceptance Certificate the Municipality shall, upon the written request of the Landowner, release the security held by the Municipality referred to in Section 5 herein.
20. Until completion and acceptance by the Municipality as required in the provisions herein, the Landowner shall carry out any work, by way of repair or replacement, as directed by the Municipality and which the Municipality in its sole discretion deems necessary to conform to the approved plans and specifications.
21. If during the Maintenance Period, or during the time of construction, any defects become apparent in the Road constructed by the Landowner under this Agreement, or any utilities, culverts, or other infrastructure associated therewith, and the Municipality requires repairs or replacements to be done, the Landowner shall be so notified by the Municipality to perform such repairs or replacements within a reasonable time. If the Landowner does not perform such repairs or replacements within a reasonable time the Municipality may perform any such repairs or replacements and recover the costs thereof from the Landowner upon demand.
22. During the time of construction or Maintenance Period, notwithstanding any other provisions to the contrary, in the case of an emergency the Municipality may take such emergency repair or replacement measures as it deems necessary, through its officers, servants, or agents on its behalf, to prevent damage to the property or injury to persons, and the Municipality may perform any such repairs or replacements and recover the costs thereof from the Landowner upon demand.
23. The Landowner acknowledges and agrees that maintenance is a continuous operation which must be carried until the expiry date of the Maintenance Period for all utilities and Services, and that no releases from liability of any kind will be given until all repairs or replacements required by the Municipality in its final inspection reports have been made. A formal release will be issued upon the Municipality's inspection and approval of a report from the Landowner detailing the work performed by the Landowner to correct any repairs or replacements required by the Municipality.
24. In the event the Landowner fails to undertake construction of the Road set out herein within timelines set out in Section 3 as and when required by the Municipality, or having commenced to do such work or to install the Road the Landowner fails or neglects to proceed with reasonable speed, or in the event that the work is not being undertaken or the Road is not being constructed in the manner required by the Municipality, upon giving seven (7) days written notice to the Landowner, the Municipality, its servants, agents or contractors may enter upon the Lands and proceed to supply all materials and to do all the necessary work in connection with construction of the Road, including repair or reconstruction of faulty work and the replacement of materials not in accordance with the approved specifications.
25. In the event the Municipality, its servants, agents or contractors enters upon the Lands in any circumstance described in Section 24, the Municipality may charge the cost thereof,

together with an engineering fee of ten percent (10%) of the cost of such materials and work, to the Landowner who shall forthwith pay the same upon demand. The provisions of this section shall not apply where the Landowner's failure to do the work results from labour disputes, strikes, lock-outs, or acts of God.

26. If the Landowner fails to pay the Municipality the monies noted in Section 25 within thirty (30) days of the date on the invoice, any money owing may be deducted from the letter of credit or shall be paid by the surety company that has issued the bond or shall be deducted from any other security held by the Municipality, however any deduction therefrom shall be at the sole discretion of the Municipality.
27. It is understood and agreed by the parties hereto that any entry upon the Lands in accordance with this Agreement shall be as agent for the Landowner and shall not be deemed for any purpose whatsoever as an acceptance or assumption of the Road by the Municipality.
28. The Landowner shall be responsible for the installation of approaches to all lands within the construction, and culverts where necessary;
29. The Landowner shall repair any damages caused to an existing road, road allowance or existing structure or plant located on the road allowance as a result of the construction of the Road and at the reasonable request of the Municipality shall provide for dust suppression along municipal roads at its sole expense.
30. Construction traffic requires a road maintenance agreement, and shall be restricted to routes noted in the agreement.
31. In the case of a dispute between the parties hereto concerning any aspect of this agreement, 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, 1992 shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the parties.
32. 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 fails to appoint an Arbitrator, may be appointed by a Justice of the Court of Queen's Bench upon application by either party.
33. The division of this Agreement into subdivision, and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
34. This agreement may be altered or added to with the mutual written consent of the parties and any alterations or additions shall be executed with the same formality as this

agreement and subsequently form part of this agreement unless specified otherwise herein.

35. In this Agreement and attached Schedules, unless there is something in the subject matter or context inconsistent with the same:

- a. The singular includes the plural and the plural includes the singular;
- b. A reference to any statute extends to and includes any amendment or re-enactment of such statute;

36. 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.

37. Any notice to the other party shall be sufficiently served if hand-delivered or if sent by prepaid registered mail to the other party. In the event of the Municipality, it shall be sufficient to mail notice to the address for the Land Owner as entered on the tax roll of the Municipality at the time such notice is given.

38. This Agreement shall be construed in accordance with and be governed by the laws of Saskatchewan, and the courts of the Province of Saskatchewan shall have non-exclusive jurisdiction over any matter arising in relation thereto.

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

The Rural Municipality
Of Corman Park No. 344

The Landowner

Reeve

Administrator

SCHEDULE "A"

SCHEDULE "B"

SCHEDULE "C"

SCHEDULE "D"