COUNTY OF NEWELL

OFFICE USE ONLY		
AGREEMENT #	SUBDIVISION	DEVELOPMENT PERMIT

AGREEMENT FOR THE
INSTALLATION and USE OF ROAD APPROACHES

This Agreement Between:

_____
(hereinafter the "Applicant")

And:

COUNTY OF NEWELL
(hereinafter the "County")

Whereas the Applicant has made application to install a road approach at the following location:

Legal Land Description Quarter: _____ Section: _____ Twp: _____ Range: _____ Meridian: _____

Lot: _____ Block: _____ Plan: _____

Physical Address: _____

Please complete either Section 1 (New Approach) or Section 2 (Existing Approach), depending on your requirements.

1) <u>New Approach</u>

Check one: ☐ Residential (eight (8) meters)
☐ Agricultural (ten (10) meters)
☐ Industrial (ten (10) meters)

Check One: ☐ Permanent
☐ Temporary

The County hereby grants consent to the Applicant to install this approach under the following conditions:

1.1) The Fee of three hundred dollars ($300.00) to be paid in full.

1.2) The Applicant shall supply a new corrugate steel pipe (CSP) culvert of proper size for drainage. The culvert must be a minimum of five hundred (500) millimeters in diameter, extend three hundred (300) millimeters beyond each side of the approach toe of slope and have straight ends, unless otherwise approved by the County.

1.3) If the installation of the approach is not completed prior to the agreement deadline, the applicant must re-submit the request and include fees.

1.4) If the approach is temporary, the Applicant agrees to remove the approach prior to (yyyy/mm/dd) _____/_____/_____

1.5) **If there is no date provided in point 1.4 then the Applicant has twelve (12) months from date approved to complete the construction of the approach.**

2) Existing Approach

Check one: ☐ Residential
☐ Agricultural
☐ Industrial
☐ Removal

Office use only Upgrade Required: ☐ Yes ☐ No

The County hereby grants consent to the Applicant to use the existing approach under the following conditions:

2.1) The fee of Fifty dollars ($50.00) to be paid in full.

2.2) If during the pre – inspection of the existing approach, upgrades are deemed necessary, then an additional fee of Two Hundred and Fifty dollars ($250.00) shall be applied and must be paid in full prior to commencement of work.

2.3) **The applicant has twelve (12) months from the date approved to complete the use of the existing approach.**

2.4) The following upgrades are required by the County:

☐ The applicant must install a new corrugate steel pipe (CSP) culvert with a minimum diameter of five hundred (500) millimeters that shall extend three hundred (300) millimeters on each side, unless otherwise approved by the County.

☐ Existing cover on the culvert must be increased to meet the manufactures specifications, not less than three hundred (300) millimeters.

☐ The existing culvert must be lowered/relocated to the invert of the ditch to facilitate adequate drainage

☐ The driving surface of the approach shall be a width of eight (8) meters for residential areas and ten (10) meters for industrial and agricultural areas.

☐ Side slopes of the approach shall be constructed or improved to four (4) to one (1), unless otherwise approved by the County.

☐ Other conditions: _____

_____

3) Common Conditions that Apply to Section 1 (New Approach) and Section 2 (Existing Approach)

3.1) The County must be contacted at 403-362-3266 during normal business hours (8:00 am to 4:30 pm) Monday to Friday or at approvals@newellmail.ca no less than forty-eight (48) hours prior to any activities in relation to the approaches

3.2) The driving surface of the approach shall be a width of eight (8) meters for residential areas and ten (10) meters for industrial and agricultural areas.

3.3) Approaches wider than ten (10) meters require County approval prior to construction.

3.4) Side slopes of approach shall be four (4) to one (1), unless otherwise approved by the County.

3.5) No excavation shall be made in borrow ditch except to lower culverts.

3.6) No fill shall be used from borrow pit; all fill shall be hauled in and be confirmed as clean and screened.

3.7) If a culvert is required, they must be installed to meet manufacturers required specifications.

3.8) Approaches off gravel roads shall be surfaced with one hundred (100) millimeters of Designated 4 Class 20 crush Gravel. Approaches off paved roads shall be paved to the edge of the County Right-of-Way and match existing surface type.

3.9) All disturbed areas, except for the driving surface, must be restored and seeded. Restoration includes grading ditches and slopes to match original contours, placing topsoil, removing rocks larger than seventy-five (75) millimeters, seeding with a County-approved mix and repairing or replacing any damaged fencing.

3.10) Seeding Mixture is a follows:

County Roadside Seed Mix
65% Kirk Crested Wheat
25% Boeral Creeping Red Fescue
10% Sheep Fescue

3.11) There will be a zero tolerance in the mixture for weed seeds that are classed as restricted or noxious under the Weed Control Act or that have been elevated to a restricted or noxious weed status through a County of Newell Bylaw. This will be verified by the Applicant providing the Agricultural

Service Board Field man with a Certificate of Analysis. A list of restricted and noxious can be found at www.invasiveplants.ab.ca.

3.12) All costs to be borne by the Applicant.

3.13) A final inspection by the County is required upon completion of the approach.

3.14) The approval to construct will remain valid for twelve (12) months from the date of issuance. The applicant may request one-time twelve (12) month extension by submitting a written request to the County no later than thirty (30) business days before the approval expires.

3.15) If approach is of temporary basis, the Applicant shall bear all costs of removal and clean-up.

3.16) The Applicant hereby agrees that it shall indemnify and save harmless the County, its elected officials, officers, employees, servants, agents and contractors with respect to any claim, action, suit, proceeding or demand made or brought against the County, its elected officials, officers, employees, servants, agents and contractors by any third party with respect to any occurrence, incident, accident or happening directly related in any manner whatsoever to this Agreement and the rights and obligations arising therefrom, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs incurred by the County in defending such a claim, action, suit, proceeding or demand, provided such action, claim, suit, proceeding or demand are not the result of any wilful act, omission or negligence of the County, its elected officials, officers, employees, servants, agents and contractors.

3.17) The Applicant hereby agrees that it shall not make or bring any claim, action, suit, proceeding or demand against the County, its elected officials, officers, employees, servants, agents and contractors with respect to any occurrence, incident, accident or happening relating in any manner whatsoever to this agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing shall include any claim, action, suit, proceeding or demand arising in tort or contract, providing such claim, action, suit, proceeding or demand is not the result of any willful act or negligence of the County, its elected officials, officers, employees, servants, agents or contractors. Notwithstanding the foregoing, in no event shall the County ever be liable to the Applicant for any consequential, indirect or special damages. Special damages shall include, but not be limited to, the value associated with any loss of product or goods

3.18) The County shall be entitled to register a caveat against the said lands to protect its interest under this Agreement at the applicant's expense.

4) Notice

4.1) Any notice or other communication or instrument permitted pursuant to this Agreement shall be in writing and shall be delivered personally or may be mailed by prepaid registered mail addressed as follows:

In case of notice, payment or communication to County, to:

County of Newell
183037 Rge Rd 145
PO Box 130
Brooks, AB T1R 1B2

In case of notice, payment or communication to the Applicant, to:

_____
Name

_____
Mailing Address

_____
Phone Number

_____
Email Address

4.2) Either Party may change its mailing or delivery address by giving to the other party written notice to that effect.

5) Collection of Personal Information

5.1) The personal information collected on this form will be used by the County of Newell to administer road allowances. This collection is authorized under section 4(c) of the Protection of Privacy Act (POPA) and Division 2 Roads of the Municipal Government Act. The personal information collected will be protected by section 10 of the Protection of Privacy Act. Please direct any questions about this collection to the Privacy Officer for the County of Newell at 403-362-3266 or administration@newellmail.ca.

The above terms accepted by Applicant (please complete the following information):

Applicant

_____
Name

_____
Signature

_____
Date

This Agreement shall not be considered fully executed, and the County shall not assume ownership or maintenance responsibility for the approach, until construction is complete, a final inspection has been conducted, and the Final Construction Approval section of this Agreement has been signed by the County. Until such time, the approach remains the responsibility of the Owner.

FOR OFFICE USE ONLY

Approval to Construct

Approval stamp/signature above

Final Inspection Date: _____ Approved ☐ Rejected ☐

Amendments Required (If rejected) _____

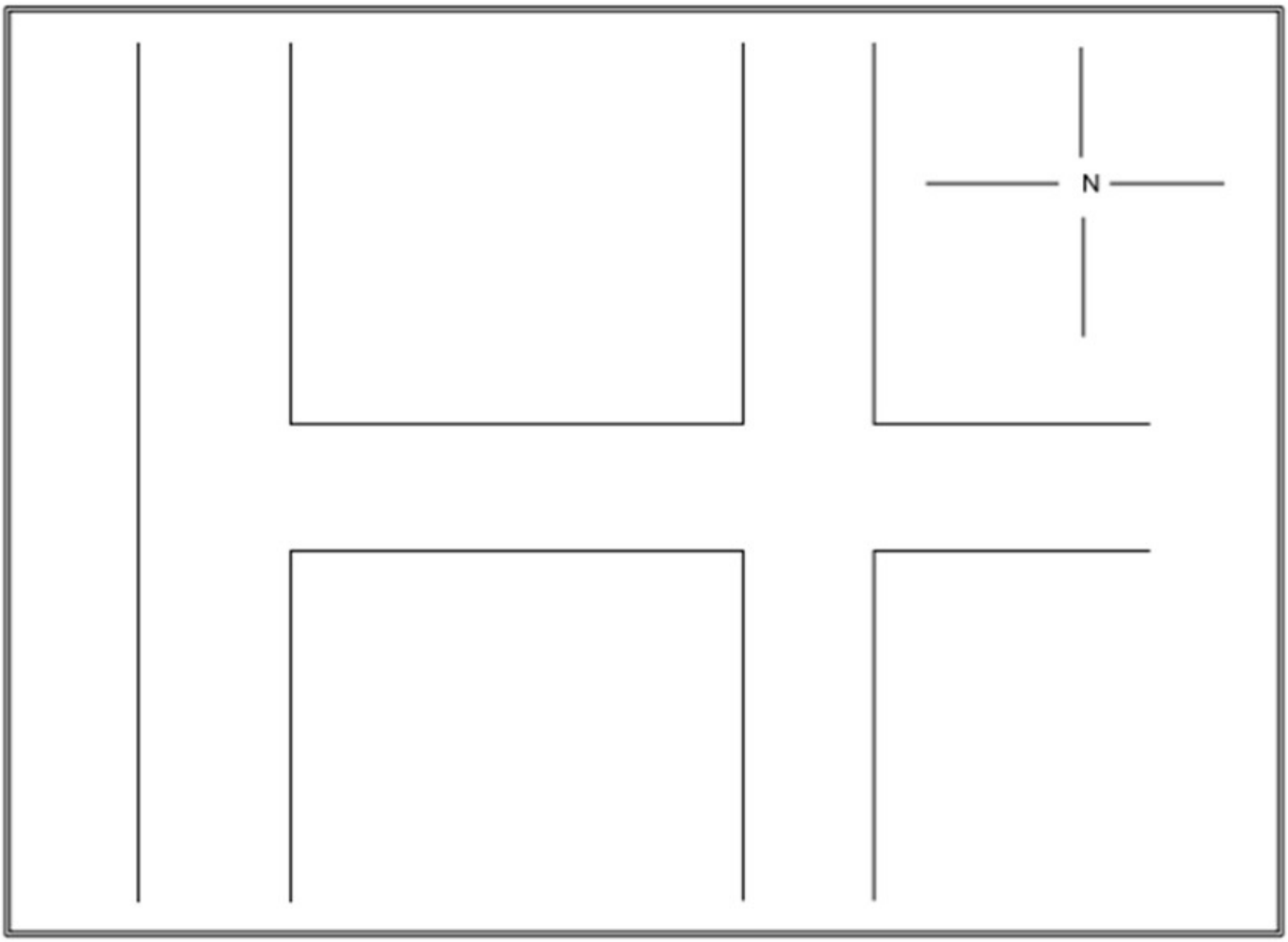
Final Construction Approved Date: _____ By: _____

Signature: _____

Diagram Showing Location of Proposed Approach (or attach maps separately)

Please indicate distances to approach from a corner or other landmark, road names and legal land description

Any approaches within 800 m must be included in diagram



183037 Rge Rd 145 (Box 130), Brooks, AB T1R 1B2
Phone: 403-362-3266
Email: administration@newellmail.ca
Web: www.countyofnewell.ab.ca

Check us out on social media