

Mackenzie County

Title	Rural Road, Access Construction and Surface Water Management Policy	Policy No.	PW039
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Legislation Reference	Municipal Government Act, Sections 18 and 60. Public Highways Development Act, Sections 39, 41 and 43.
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Purpose

To provide a safe, efficient and effective road network and surface water management recognizing both present and future needs of property owners and providing a rational and consistent basis for the construction of roads, construction of access to private property and the development of agricultural surface water management projects that impact or may impact public road right-of-ways administered by the County; to work with ratepayers and other level of government to find solutions to road, access and agricultural surface water concerns on all lands within the County; and to respond to road, access and agricultural surface water concerns in a timely manner.

DEFINITIONS

Applicant – person(s) and/or corporation(s) submitting an application or applying for permission to construct a road, surface water channel or access that may impact a developed or undeveloped road allowance.

Affected Landowner – person(s) affected by an application to construct a surface water channel as determined by the Mackenzie County Agricultural Service Board and the Agricultural Fieldman.

Road Allowance – any public road right-of-way under the jurisdiction of Mackenzie County but does not include any public road right-of-ways under the jurisdiction of the Province of Alberta.

Access – is an approach or driveway abutting any existing Municipal or Provincially controlled road.

First / Primary Access – is the first or primary access to a rural quarter section or river lot within Mackenzie County.

Temporary Access – an access constructed for a short period of time (6 months or less) that will be removed at the end of its use.

Subsequent Accesses – additional access to a rural quarter section or river lot within Mackenzie County.

Surface Water Management Basin – Mackenzie County has established the surface water management basins within its boundaries, which are shown on the plan contained in Schedule A.

Surface Water Management Basin Committee – Mackenzie County will form committees representing each surface water management basin which shall consist of:

- the County Councillor or Councillors representing the surface water management basin;
- three persons owning property within the surface water management basin; and,
- County staff deemed necessary for the timely and effective processing of surface water applications.

Permanent Agricultural Surface Water Channel – a surface water channel that crosses a road allowance, discharges into a ditch along a developed road allowance or is constructed within any undeveloped road allowance and is intended to be permanent.

Temporary Agricultural Surface Water Channel – a surface water channel that crosses a road allowance, discharges into a ditch along a developed road allowance or is constructed within any undeveloped road allowance but is temporary, with a maximum depth of two (2) feet, and used to drain low areas of private property on a seasonal basis (October of each year to April of the following year).

Non-conforming Roads – roads constructed on road allowances, usually trails that do not meet either past or current County's standards and specifications.

Incomplete and Sub-standard Road – less than ½ mile and is located between two sequent quarter property lines.

Preexisting Road – a road standard on the incomplete and sub-standard road as defined in this Policy.

Preexisting Farm Access Roads – a road that has been constructed in the past and does not meet current County specifications; which is solely used for agricultural purposes. This type of road will receive minimum maintenance and is deemed a low priority.

Sub-standard – a road built by either Alberta Transportation or the County to specifications below the Mackenzie County's current rural road standards as defined in this Policy.

Residence – a residence in accordance with the Municipal Land Use Bylaw and subject to all approved permits.

AAF – the Province of Alberta Agriculture and Forestry.

AEP – the Province of Alberta Environment and Parks.

Penalties – fines or other penalties that shall be imposed by Mackenzie County, as established in the Fee Schedule Bylaw, for the construction of roads, accesses or agricultural surface water management channels that use or may impact road allowances which do not have the approval of Mackenzie County.

Major Agricultural Surface Water Management Channel – channels which provide surface water management to a minimum of 10,000 acres and shall require the consent of majority of benefiting landowners.

ROAD CONSTRUCTION

Policy Statement

Mackenzie County understands the need to provide access to agricultural lands and other non-accessible property within its boundaries and will allow property owners to construct roads on road allowances when approved by the County. All roads shall be constructed to a minimum Local Road standard (shown in Schedule E) and all work shall be performed in accordance with all applicable County standards and specifications and those imposed by other levels of government.

Guidelines

1. Mackenzie County has prepared a plan showing the future local road network necessary to provide access to agricultural lands, which plan is contained in Schedule D.
2. Applications shall be submitted in the form included in Schedule F and shall include a plan showing:
 - approximate location of legal property boundaries;
 - the length of road to be constructed;
 - identification of proposed surface water management structures (i.e. culverts);
 - the location of property accesses.
3. Applications for the construction of roads in road allowances will be accepted by Mackenzie County any time throughout the year, which applications will be reviewed on a first come, first serve basis and the Applicant shall be provided with an initial response within 30 days of receiving the application.
4. New road construction commencing after October 15, will not be inspected for final acceptance until the following July. Road construction is encouraged to occur between May 15 and October 15.

5. The Applicant shall be required to enter into a Road Allowance Use Agreement (form contained in Schedule C appended hereto) with Mackenzie County.
6. AAF has jurisdiction over the clearing of merchantable timber within road allowances and the Applicant shall notify AAF and seek their approval to proceed with the proposed clearing.
7. Mackenzie County staff will inspect the project on a periodic basis to ensure that construction is being performed in accordance with the County's standards and specifications. As per the procedure outlined in the road construction application (Schedule F).
8. Upon final inspection and approval by the County, if the road meets all standards and specifications, the County shall assume the responsibility for the operation and maintenance of the subject road.
9. If an incomplete and sub-standard road needs to be extended to a nearest quarter line and beyond by 50 meters or less in order to create an adequate access to the adjacent quarter, an applicant may be authorized to construct the new road to a preexisting and sub-standard road standard. If the road requirement is due to a new subdivision proposal, the Operational Department shall provide their written comments to the Planning & Development department regarding an acceptable road standard within an applicable timeline and prior to a subdivision approval being granted.
10. For Non-conforming Roads Mackenzie County may enter into a Road Allowance Use Agreement with a landowner. The County shall not maintain any non-conforming roads and the applicant shall be aware that no development permit will be issued until the road is upgraded to the standards and specifications acceptable to Mackenzie County. The cost of upgrading the road to standards and specifications acceptable to Mackenzie County shall be the sole responsibility of the landowner.
11. It shall be the Applicant's sole responsibility to negotiate cost sharing arrangements with other benefiting landowners and the County shall not provide assistance with respect to this matter.

Mackenzie County Endeavour to Assist for Local Road Construction

Although all costs relating to application for construction of local roads within road allowances shall be borne by the Applicants, Mackenzie County, at its sole discretion, may provide assistance in the form of:

1. provision of survey to delineate the property boundaries;
2. the review and recommendation of surface water;

3. the supply and application of surfacing gravel;
4. the supply of culvert materials;
5. the installation of culverts that exceed 600 mm in diameter or where the twinning of any 600mm culvert or greater is required.

ACCESS CONSTRUCTION (APPROACH/DRIVEWAY)

Policy Statement

Mackenzie County shall adopt standards to provide safe, legal and defined accesses from any County road while maintaining and not disrupting current surface water management patterns.

Guidelines

1. Applications for the construction, reconstruction or alteration of any access shall be submitted in the form contained in Schedule G and will be accepted by Mackenzie County any time throughout the year. The submitted applications will be reviewed and the applicant shall be provided with an initial response within 30 days of receiving the application. Although, once the ground is snow covered and/or frozen, initial and final inspections will not be completed until spring.
2. The Applicant shall be solely responsible for all costs associated with the construction of the primary access other than the supply of a culvert.
3. The applicant shall be responsible for all costs associated with the construction and maintenance of all subsequent accesses.
4. Unless otherwise approved by Mackenzie County all accesses shall meet the following standards and be constructed in accordance with Mackenzie County specifications.

Access Type	Minimum Setback from Intersection	Minimum/Max Finished Top Width	Turning Radius on Shoulders	Culvert Length	Culvert Diameter	Culvert Slope	Access Side Slope	Gravel
Rural	50 meters (165 ft)	Min - 8 meters Max - 16 meters	15 meters	standard 13 m length, 600mmø		3:1	3:1	15-20mm size, 50mm depth
Urban Residential (rural standard)	6.1 meters (20 ft)	Min - 6 meters Max - 12 meters	5 meters	standard 12 m length, 600mmø				15-20mm size, 50mm depth
Urban Residential (curb, gutter & sidewalk)	6.1 meters (20 ft)	Min - 6 meters	N/A	N/A		N/A	N/A	15-20mm size, 50mm depth
Urban Commercial/Industrial (rural standard)	10 meters (33 ft)	Min - 10 meters Max - 16 meters	10 meters	standard 15 m length, 600mmø		3:1	3:1	15-20mm size, 50mm depth

Urban Commercial/ Industrial (curb, gutter & sidewalk)	10 meters (33 ft)	Min -10 meters	N/A	N/A	N/A	N/A	15-20mm size, 50mm depth
Hamlet Country Residential	6.1 meters (20 ft)	Min - 8 meters Max - 16 meters	10 meters	standard 13 m length, 600mmø	3:1	3:1	15-20mm size, 50mm depth
Temporary (rural)	50 meters (165 ft)	8 meters	10 meters	At the discretion of the Director of Operations	3:1	3:1	At the discretion of the Director of Operations

5. During County paving projects, primary accesses on Rural roads shall be provided with a paved apron extending from the edge of the shoulder to the property line or for a distance of 4 meters, whichever is less. It is recommended that any subsequent accesses to a titled property shall be paved at the ratepayers expenses. If paving is not completed, any damage to the paved edge of the County road shall be repaired at the ratepayers expense.
6. During County paving projects on Hamlet roads the County shall provide a 0.15m of paved apron extending from the edge of the shoulder to the property line. However, if the access has been previously paved, the County shall pave the apron to tie in the existing pavement, or property line whichever is less.
7. For accesses to Hamlet General, applicants shall obtain approval from the Planning & Development department. Planning & Development shall confer with the the Public Works and Utilities departments prior to approval.
8. The Applicant shall arrange and pay for all utility locates within the area of the access and shall obtain approvals from any affected utility companies and submit the said approvals to the County prior to the start of any construction.
9. The Applicant shall be solely responsible for the costs of all investigations, modifications or repairs to utility installations.
10. For accesses to Rural areas, administration may approve two accesses to a titled property. Any additional accesses will be brought to Council for consideration. Where deemed applicable and beneficial, a shared access to agricultural lands will be encouraged.
11. Mackenzie County will not approve, inspect or supply a culvert to any properties deemed to have unauthorized development occurring within its boundaries.
12. All subdivisions, with the exception of curb and gutter streets, shall provide an access to each lot being created and to the balance of the lands to County standards prior to the registration of the subdivision.
13. Mackenzie County shall inspect each authorized access after completion and if the access does not meet the standards of the County, the Applicant shall be

responsible for all costs and construction required to bring the access to acceptable standards.

14. Mackenzie County will fund only the first or primary access to a property when upgrades to a Municipal road occur and culvert replacement is required.
15. The property owner shall be responsible for upgrading costs for subsequent accesses to a property during road upgrades and regular maintenance.
16. Mackenzie County has the authority to remove subsequent accesses to a property, deeming them unnecessary or a hindrance to road maintenance or safety.
17. Mackenzie County will not supply any material or be responsible for any costs associated with the construction and/or removal of temporary accesses and these shall be removed at the end of the intended use and the area of the access restored to its original condition.
18. Mackenzie County reserves the right to change the location of the proposed access if this is deemed necessary to protect the County's municipal servicing infrastructure.
19. Rural accesses must be constructed at a location which provides a minimum 100 meters unobstructed sight distance in each direction and shall be at least 50 meters from other accesses or intersections.
20. The Province of Alberta may not permit accesses to be constructed from roads under their jurisdiction unless the access is aligned with a road allowance under the jurisdiction of Mackenzie County and such accesses shall require the approval of Alberta Transportation.
21. If the application for an access aligned with a major/collector road from a road under the jurisdiction of the Province of Alberta is approved by Alberta Transportation and the County, the County may pay the cost of construction

SURFACE WATER MANAGEMENT

Policy Statement

Mackenzie County understands the need to find solutions to agricultural surface water management issues and the construction of permanent or temporary agricultural surface water management channels on or impacting road allowances may be necessary for effective resolution to surface water management issues but these projects must protect the integrity of natural watercourses. These projects shall only be performed with the approval of Mackenzie County and in accordance with all applicable County standards and specifications and those imposed by other levels of government.

Guidelines

1. Applications for the construction of permanent or temporary agricultural surface water management channels, in the form contained in Schedule B, will be accepted by Mackenzie County any time throughout the year, which applications will be referred to the appropriate Surface Water Management Basin Committee for consideration and the applicant shall be provided with an initial response within 30 days of receiving the application.
2. Applications shall be submitted in the form contained in Schedule B and may be required to include a survey plan showing:
 - approximate location of legal property boundaries;
 - the area to be drained by the proposed agricultural surface water management channel;
 - the alignment of the proposed agricultural surface water management channel;
 - the existing ground elevations;
 - the proposed design elevations;
 - a typical cross-section of the proposed surface water management channel; and,
 - the location, size and elevation of existing and proposed surface water management structures (i.e. culverts).
3. In order to avoid potential conflicts, the applicant must obtain consent and signatures of all adjacent and affected landowners.
4. For permanent and temporary agricultural surface water management channels discharging to a ditch adjacent to a developed road allowance, or the County's licensed ditch, the Applicant may be required to submit an application to AEP, along with the survey plan, for approval and may be required to submit a copy of said AEP application and their approval to the County prior to the their application being considered further.

5. For permanent and temporary agricultural surface water management channels requiring a ditch to be constructed within an undeveloped road allowance the Applicant may be required to submit an application to AEP, along with the survey plan, for approval and shall submit a copy of said AEP application and their approval to the County prior to the their application being considered further.
6. For permanent surface water management channels constructed within undeveloped road allowances the alignment, profile and cross-section shall match the design of the future road ditch, should the road allowance be developed.
7. The Applicant shall be responsible for all costs relating to the development of permanent and temporary agricultural surface water management channels including application, construction and operation/maintenance. In addition, the Applicant shall be required to enter into a Road Allowance Use Agreement (form contained in Schedule C appended hereto) with Mackenzie County.
8. The Applicant shall be financially responsible for the operation and maintenance of the proposed agricultural surface water management channels on undeveloped road allowances and shall be liable for all injuries and/or damages that may result from the lack of or improper performance of the operation and maintenance.
9. The construction of permanent or temporary agricultural surface water management ditches that have a detrimental effect on adjoining private property may give rise to civil liability and the Applicant shall be solely responsible for resolving these matters.
10. The Applicant shall consent to the filing of caveats on property owned by the Applicant that the County deems necessary for the protection of the proposed agricultural surface water management ditches.
11. Persons constructing permanent or temporary agricultural surface water channels without the approval of Mackenzie County may be subject to fines and/or other penalties, including but not limited to the removal of the offending agricultural surface water channel as per the County's Fee Schedule Bylaw and/or other applicable provincial regulation.

Mackenzie County Endeavour to Assist

Although all costs relating to application for, construction of and operation/maintenance of surface water management channels shall be borne by Applicants, Mackenzie County, at its sole discretion, may provide assistance for:

1. the mediation of disputes between property owners that pertain to surface water management matters and attempt to find solutions to the disputes;

2. obtaining approvals from other levels of government; and,
3. the funding of all or a portion of the costs associated with the construction of major agricultural surface water management channels, subject to the cooperation of benefiting property owners and budget availability.

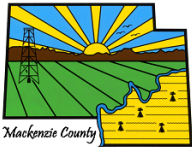
	Date	Resolution Number
Approved	11-Dec-12	12-11-845
Amended	12-Feb-13	13-02-069
Amended	27-Mar-13	13-03-189
Amended	16-Jul-13	13-07-492
Amended	08-Oct-13	13-10-692
Amended	26-Mar-14	14-03-177
Amended	27-Sep-14	14-09-609
Amended	14-Apr-15	15-04-246
Amended	29-Apr-15	15-04-302
Amended	27-Apr-16	16-04-317

SCHEDULE A

Surface Water Management Basins

SCHEDULE B

**Agricultural Surface Water Management
Projects Application**



Application # _____

Construction of an Agricultural Surface Water Management Channel Application

APPLICANT INFORMATION:

Name of Applicant _____

Permanent address _____
P.O. Box Town Province Postal Code

Telephone (res.) _____ (bus.) _____

Legal land description(s) _____

Please list all landowners participating in the project:

NAME	LEGAL LAND DESCRIPTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROJECT INFORMATION:

The following information has been appended:

- approximate location of legal property boundaries;
- the area to be drained by the proposed agricultural surface water management channel;
- the alignment of the proposed agricultural surface water management channel;
- the existing ground elevations (what is the general lay of the land);
- the proposed design elevations (is ditch cut required for drainage);
- a typical cross-section of the proposed surface water management channel;
- the location, size and elevation of existing and proposed surface water management structures (i.e. culverts);
- proof of AEP and or AEF approval (provide a copy to the County); and
- A proposed plan for top soil management (how will you manage the excess topsoil).

Does the proposed agricultural surface water management channel discharge into a ditch along an existing road? Yes No

If yes, please provide the following:

Name of the applicable road _____

Does the proposed agricultural surface water management channel require the construction of a ditch within an undeveloped road allowance? Yes No

If yes, please provide the following:

Legal location of road allowance _____

Is the Applicant willing to enter into a Road Allowance Use Agreement? Yes No

What is the estimated size of the contributing area? _____ Acres.

Does this project involve a ditch already licensed? Yes No

If yes, please attach all related documents (i.e. license number, map, etc.).

Are the Applicants prepared to sign an easement/caveat at no cost to the County? Yes No

Has the Applicant gained consent from all adjacent and affected landowners? (as determined by the ASB and Ag. Fieldman) Yes No

If yes, please provide signatures and legal land descriptions below.

SIGNATURE

LEGAL LAND DESCRIPTION

By signing this form, I verify that this information is accurate and complete to the best of my knowledge; and,

I hereby authorize the County to traverse the subject properties for the purpose of performing a basic review and level one assessment of the proposed project as specified on this form.

Signature

Date

SCHEDULE C

Road Allowance Use Agreement

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN:

MACKENZIE COUNTY

(hereinafter referred to as "the County")

-and-

(hereinafter referred to as "the Applicant")

The County, insofar as it has the right to do so, grants to the Applicant, its, employees, agents, servants, contractors and subcontractors, the nonexclusive right, to use that portion of the County's road allowance as indicated on Schedule "B" (hereinafter referred to as the "Road Allowance") for the purpose described in Schedule "A". From time to time the County and the Applicant may execute additional Schedules and such addendum shall be incorporated into and form part of this Agreement.

Therefore, in consideration of the mutual covenants and conditions contained in this Agreement the parties agree as follows:

1.0 Terms and Conditions

1.1 This Agreement including any attachments comprised of the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by the County and the Applicant:

- Schedule A – Application submitted to the County by the Applicant
- Schedule B – Plan of Road Allowance
- Schedule C – Contacts and Additional Terms
- Schedule D – Approvals Obtained from Other Agencies (i.e. ESRD)

1.2 This agreement expires April 30, _____. A one year extension may be granted upon a written request. The extension request must be submitted at least 30 days prior to the expiration date of the agreement.

2.0 Undertakings

2.1 The Applicant agrees to carry out all construction on road allowances in accordance with the application approved by the County and shall be wholly and solely responsible for all costs relating thereto.

- 2.2 The Applicant agrees to be wholly and solely responsible for the costs relating to the operation and maintenance of any roads and accesses constructed on road allowances until the said roads and accesses have been accepted by the County.
- 2.3 The Applicant agrees to be wholly and solely responsible for the costs relating to the operation and maintenance of any permanent agricultural surface water management channels constructed on road allowances and accepts all liability relating thereto.
- 2.4 The Applicant agrees to be wholly and solely responsible for obtaining any approvals from other levels of government and agrees to provide the County with a copy of the said approvals prior to starting any construction. i.e. Alberta Environment and Sustainable Resource Development.
- 2.5 The County agrees to duly consider all applications received and may issue approvals with or without other conditions.
- 2.6 Due to budgetary and design constraints, the County agrees to consider the provisions of the "Endeavour to Assist" section in the County Policy No. PW039 on a first come, first serve basis.
- 2.7 If the Applicant submitted an application for the use of a road allowance and has not submitted an application to construct a road, by signing this agreement, the County permits the Applicant to clear and brush the road allowance. The Applicant agrees to undertake clearing and brushing to the pin side of the road allowance. Furthermore, the Applicant, at minimum, must windrow the brush to the pin side of the road allowance, and provide a break in the windrow every 200 meters and at every drainage course and/or water course; the Applicant, at minimum, must clear and grub and/or stump a trail that is, at minimum 25 feet wide, which shall allow vehicular access.

3.0 Road Restrictions

- 3.1 The County reserves to itself the exclusive control and operation of all road allowances and the Applicant shall observe restrictions imposed in relation to construction whether imposed by governmental authority or by the County as it reasonably deems necessary to protect the integrity of the road allowance
- 3.2 The County shall endeavor to notify the Applicant when anticipated restrictions are to be imposed.
- 3.3 The County shall not be liable for any loss or damage occurring to the Applicant as a result of the imposition of the said restrictions or of the failure to give reasonable notice thereof to the Applicant.

- 3.4 The County reserves the right to control the entrances of any accesses connected to the said road allowance and to control the location of signs and culvert installations at such accesses.

4.0 Maintenance

- 4.1 Notwithstanding anything herein contained the County does not provide any warrant as the suitability of fitness of the road allowance for the Applicant's intended purpose nor does the County give any undertaking to maintain any roads and accesses until they have been accepted by the County.
- 4.2 The Applicant will remain financially and legally liable for any permanent agricultural surface water management channels constructed within undeveloped road allowances and shall perform all maintenance related thereto.

5.0 Damages

- 5.1 The Applicant agrees that if damage to the road allowance, as determined by the County acting reasonably, results from the exercise by the Applicant and its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Applicant shall, at the County's request, restore the road allowance to its previous condition. If the Applicant fails to comply with such instruction within a reasonable time, to be determined by the County, the County may restore the road allowance to its previous condition at the expense of the Applicant. In such event, the Applicant shall reimburse the County the County's costs of the restoration within thirty (30) days of receiving the County's invoice. Should the Applicant fail to pay such costs within thirty (30) days, the Applicant shall be subject to interest and collection costs on any outstanding amounts.

6.0 Liability and Indemnity

- 6.1 The Applicant shall use the road allowance entirely at his/her own risk and shall be liable for any loss, damage or expense suffered by the County as a direct result of the use of the road allowance by the Applicant, his/her employees, agents, servants, contractors or subcontractors, unless such loss, damage or expense is a direct result of the negligence or willful misconduct of the County its employees, agents, servants, contractors or subcontractors.
- 6.2 The Applicant shall indemnify the County against all actions, proceedings, claims, demands and costs suffered by the County directly resulting from the use of the road allowance by the Applicant, its employees, agents, servants, contractors or subcontractors, unless such action, proceeding, claim, demand or cost is a direct result of the negligence or willful misconduct of the County, its employees, agents, servants, contractors or subcontractors.

7.0 Environmental

- 7.1 The Applicant must notify the County immediately in the event of any environmental, pollution or contamination problems caused by the Applicant's operations on the road allowance or on any adjacent lands as a result of the use of the road allowance (hereinafter referred to as "Environmental Contamination") and the Applicant shall be solely responsible for the cost of all work carried out to correct any/all Environmental Contamination caused by the Applicant.
- 7.2 The Applicant shall comply with the provisions of all applicable federal, provincial and municipal laws' with respect to maintaining a clean environment.
- 7.3 The Applicant shall indemnify and save the County harmless against any and all damages and expenses which may be brought against or suffered by the County and which are incidental to any Environment Contamination, except to the extent that such loss, damage or expense is the result of the County's operations.
- 7.4 Upon termination of this Agreement, the Applicant shall leave the road allowance and any lands adjacent thereto, free of any Environmental Contamination resulting from the Applicant's operation which may adversely affect the land or result in a breach of the duties described in Environment Clause 7.2. The responsibility of the Applicant to the County with respect to the environmental obligations contained herein shall continue to be enforceable by the County notwithstanding the termination of this Agreement.

8.0 Default

- 8.1 If the Applicant is in default of any provisions herein, and such default continues for a period of thirty (30) days after receipt of notice from the County to remedy such default or fails to remedy the default with all due diligence thereafter, the County may without limiting any other remedies it may have, terminate this Agreement and the Applicant shall be deemed to have forfeited any and all right hereunder.

9.0 Insurance

- 9.1 It shall be the responsibility of the Applicant to maintain and keep in force during the term of this Agreement, for the benefit of the Applicant, the following insurance:
- (a) Automobile liability Insurance covering bodily injury (including passenger hazard) and property damage arising from the operation of owned or non-owned vehicles used on the road allowance in the course of operations by the Applicant, with inclusive limits of not less than \$2,000,000 (two million dollars) for any one accident or occurrence.

(b) General Liability Insurance covering the liability of the Applicant for bodily injury and property damage arising from operations of the Applicant in connection with this Agreement. The limits of this insurance shall not be less than \$2,000,000 (two million dollars) for any one accident or occurrence.

9.2 Upon demand by the County, the Applicant shall provide the County a Certificate of Insurance as evidence of the insurance required by the preceding clause. Insurance policies shall include a waiver of subrogation in favor of the County and its agents and employees.

9.3 As an alternative to the insurance policies referred to above, if acceptable to the County, the Applicant may self-insure against the risks normally covered by such policies.

9.4 The Applicant shall use its best efforts to ensure that any of its contractors and agents using the road allowance, that are not covered by the insurance policies set forth above, maintain insurance in accordance with the provisions of this section during those contractors' use of the road allowance.

9.5 The insurance policies shall be endorsed to provide that in the event of any change that could affect the interests of the County, or in the event of their cancellation, the insurers shall notify the County thirty (30) days prior to the effective date of such change or cancellation.

10.0 Notices

10.1 Notices to be given under this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

MACKENZIE COUNTY
Attention: Chief Administrative Officer
P.O. Box 640
Fort Vermilion, AB T0H 1N0
Phone (780) 927-3718
Toll-free 1-877-927-0677
Fax (780) 927-4266

THE APPLICANT

10.2 Either party may, from time to time, change its address for service by giving written notice to the other party.

10.3 Any notice, invoice or other communication shall be deemed to be received by the addressee, if delivered personally, or electronically transmitted, on the first business day following delivery or transmission and, if mailed on the fourth business day following the day on which it was mailed.

10.4 In the case of a postal disruption or an anticipated postal disruption, all notices or other communications to be given under this Agreement shall be electronically transmitted or delivered by hand.

11.0 Assignment

11.1 This Agreement is not assignable in whole or in part.

12.0 Termination

12.1 Notwithstanding any provision to the contrary herein contained, this Agreement or any Addendum/Addenda may be terminated upon a minimum of thirty (30) days prior written notice given by either party to the other. Such notice shall state the termination date of the Agreement or Addendum/Addenda. Upon termination of this Agreement or any Addendum/Addenda thereto, all applicable rights and obligations as between the County and the Applicant shall terminate except that the Applicant shall remain liable to the County for all of its obligations and liabilities arising pursuant to this Agreement prior to the date of such termination.

12.2 The County shall inspect the road allowance upon termination of this Agreement and/or any Addendum and shall notify the Applicant of any damage to the road allowance, excluding normal wear and tear.

12.3 Upon termination the Applicant shall, upon the County's request, remove all culverts, installations and fixtures on the road allowance placed for the Applicant's purposes. If they are not removed within thirty (30) days of such a request; the County shall have the right to remove such culverts, installations or fixtures and the County shall invoice the Applicant the actual cost relating thereto.

13.0 Miscellaneous

13.1 This Agreement and the relationship of the parties shall for all purposes be governed by and construed and interpreted according to the laws of the Province of Alberta. Each party irrevocably attorns, for all purposes hereunder, to the jurisdiction of the courts of the Province of Alberta and all courts of appeal there from.

13.2 This Agreement, as amended from time to time by agreement in writing of the parties, shall be the entire agreement between the County and the Applicant as to the matters herein and all previous promises, representations or agreements between the parties, whether oral or written, shall be deemed to have been replaced by this Agreement.

The parties have executed this Agreement as of the day and year first above written:

MACKENZIE COUNTY

LANDOWNER

Witness

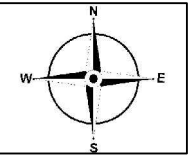
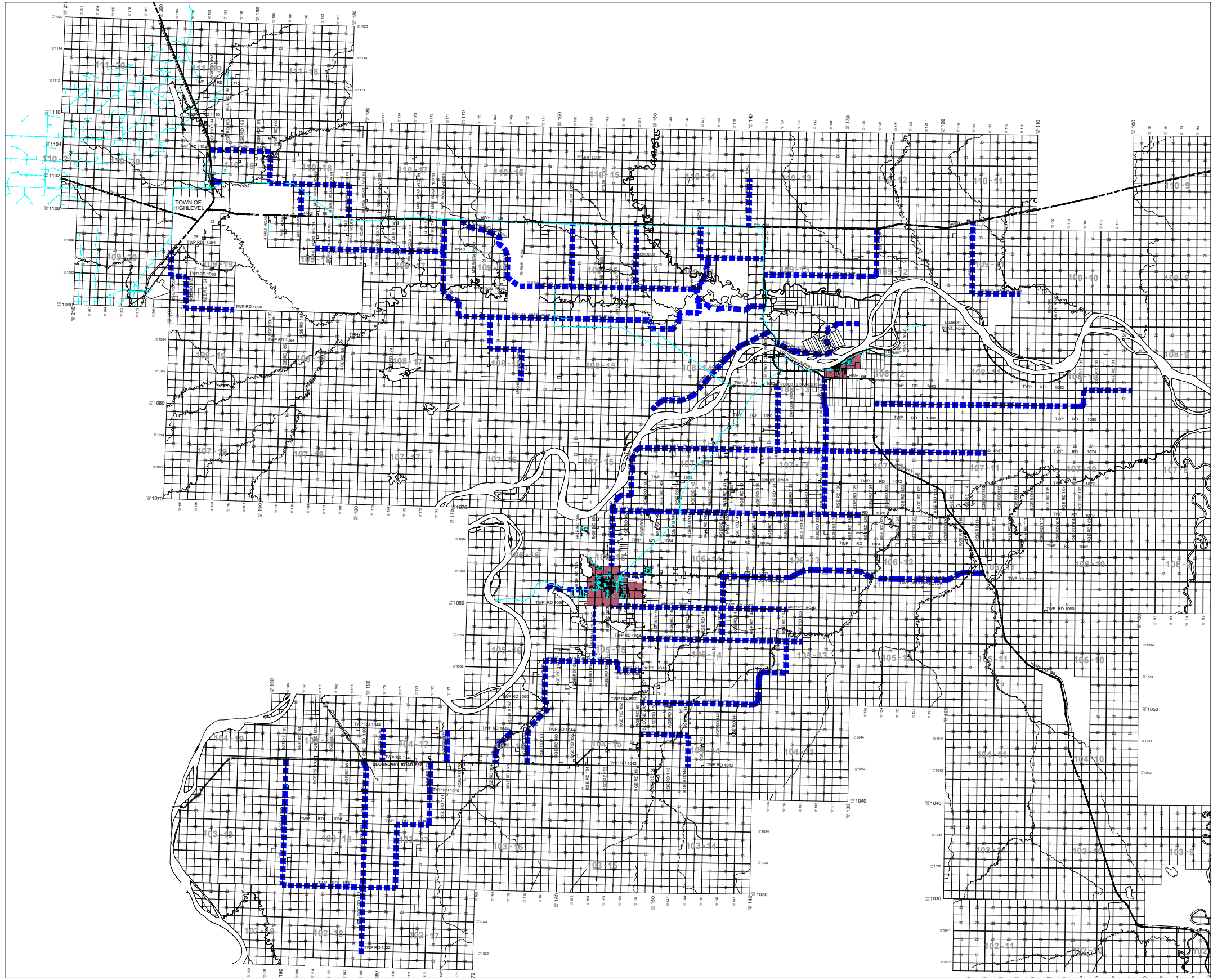
Witness

Date

Date

SCHEDULE D

Local Road Network

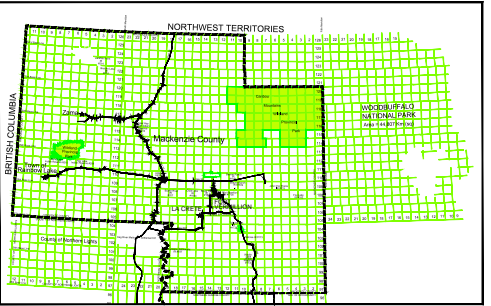


Mackenzie County
 2013
County Collector Road Network
 Policy PW039 - Schedule D



LEGEND

 Collector Road



DISCLAIMER

Information on this map is provided solely for the user's information and, while thought to be accurate, is provided strictly "as is" and without warranty of any kind, either express or implied.

The County, its agents, employees or contractors will not be liable for any damages, direct or indirect, or lost profits or data arising out of use of information provided on this map.

Not To Scale

SCHEDULE E

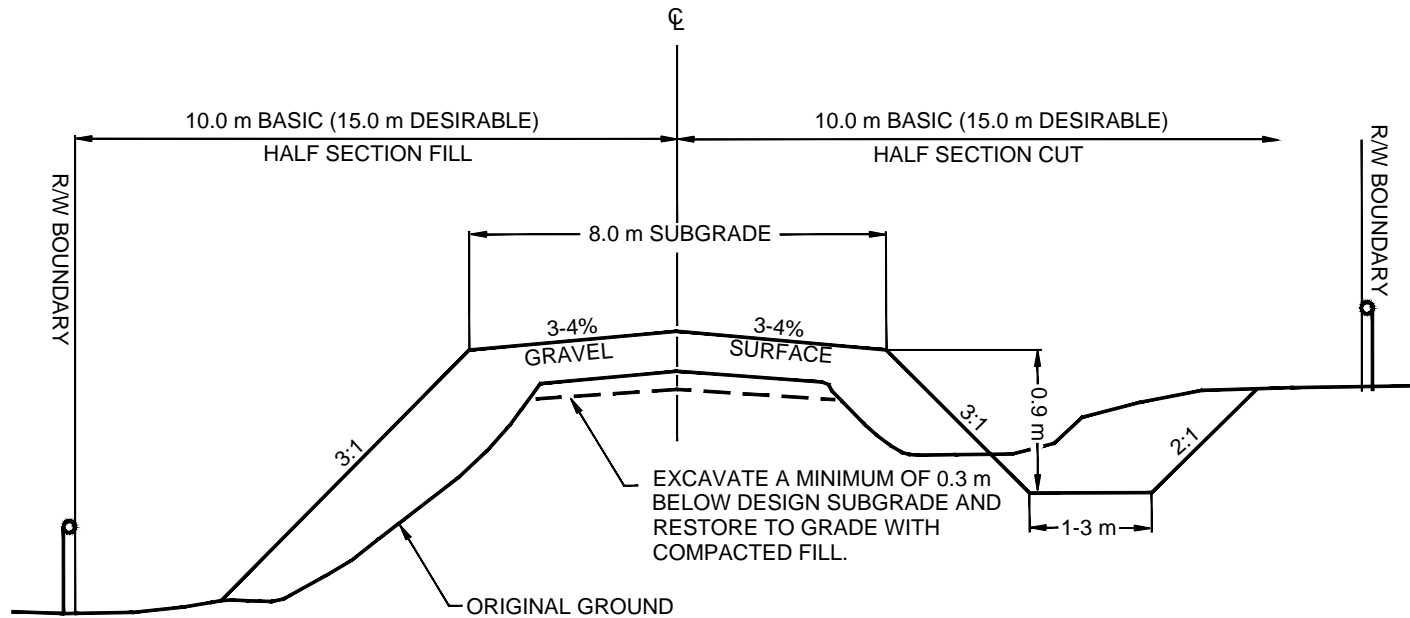
Road Standards

Mackenzie County Rural Road Standards/Specifications

	Unit	Collector	Local Road
Road Top Width	m	9m	8m
Avg Height of Fill (min)	m	1.0m	0.9m
Normal Side Slope	run:rise	3:1	3:1
Normal Ditch Width (min)	m	3m	1-3m
Normal Back slope	run:rise	2:1	2:1
Compaction @ Construction	% of Standard Proctor Density	98%	97%
Moisture Content @ Construction	% of Standard Proctor Density	+ / - 1%	+ / - 3%
Rate of Regraveling		Up to 300m ³ /mi	Up to 200m ³ /mi
Private Approach Radius	m	12m	12m
Crown Rate (m/m)		3-4%	3-4%
Right of Way (min)	m	30m	20m

- A top soil management plan must accompany each road request application.
- All slopes and ditches must be seeded with an approved grass seed mixture. (Typically 70% Broom grass and 30% Creeping Red Fescue)

LOCAL ROAD STANDARD



NOTE:
 THIS STANDARD IS INTENDED FOR LOW VOLUME LOCAL ROADS THAT WILL BE GRAVEL SURFACED ONLY. TYPICALLY THIS 8.0 m ROADWAY IS FOR ROADS WITH AN AADT < 100.

MACKENZIE COUNTY GENERAL MUNICIPAL IMPROVEMENTS STANDARDS

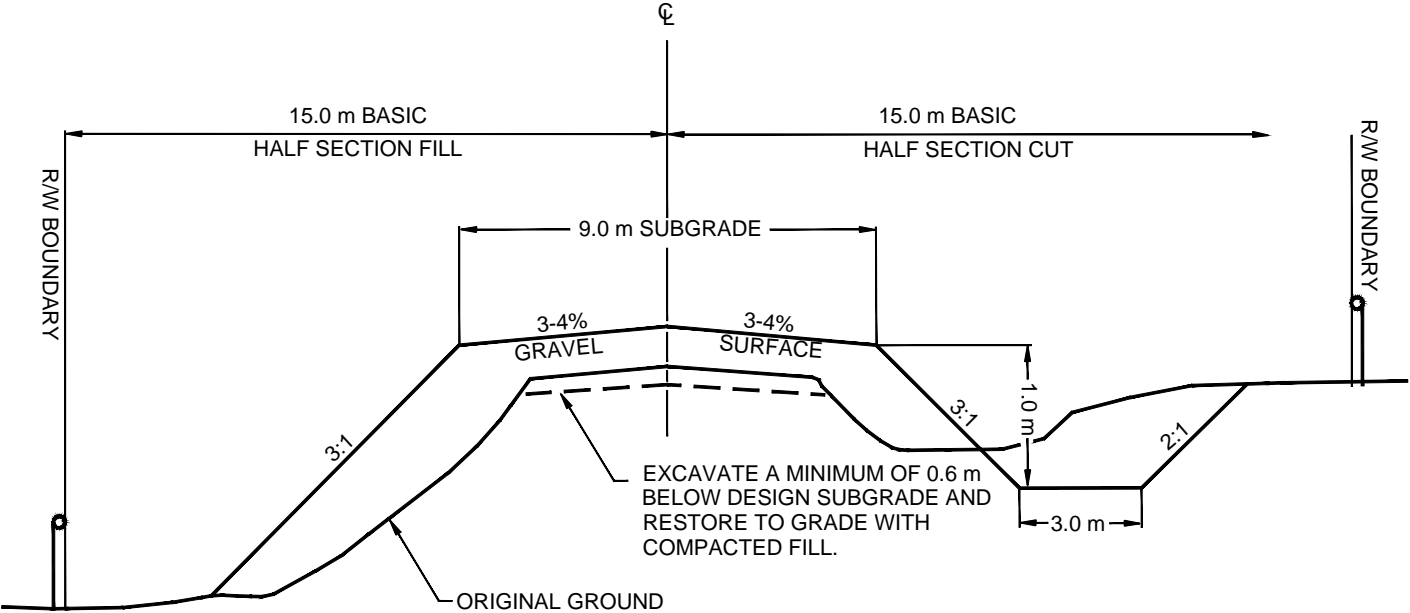


TYPICAL CROSS-SECTION FOR GRADING & GRAVEL SURFACING (RLU-208G(a))

DATE:	DESIGN:	APPROVED:	SCALE: NTS
FILE NO:			

Fig. G - 02

COLLECTOR ROAD



NOTE:
 THIS STANDARD IS INTENDED FOR LOW VOLUME LOCAL ROADS THAT WILL BE GRAVEL SURFACED ONLY. TYPICALLY THIS 8.0 m ROADWAY IS FOR ROADS WITH AN AADT > 200.

MACKENZIE COUNTY GENERAL MUNICIPAL IMPROVEMENTS STANDARDS



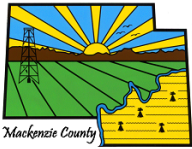
TYPICAL CROSS-SECTION FOR GRADING & GRAVEL SURFACING (RLU-209G)

DATE:	DESIGN:	APPROVED:	SCALE: NTS
FILE NO:			

Fig. G - 04

SCHEDULE F

Road Construction Application



Application # _____

Request to Construct a Road

APPLICANT INFORMATION:

Name of Applicant _____

Permanent address _____
P.O. Box Town Province Postal Code

Telephone (res.) _____ (bus.) _____

Legal land description(s) _____

Please list all landowners participating in the project:

NAME	LEGAL LAND DESCRIPTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROJECT INFORMATION:

The following information has been appended:

- approximate location of legal property boundaries;
- the length of road to be constructed;
- identification of proposed surface water management structures (i.e. culverts);
- the existing ground elevations (what is the general lay of the land);
- the proposed design elevations (is ditch cut required for drainage);
- the location of property accesses (driveway);
- Proof of AEP and or AEF approval (provide a copy to the County); and
- A proposed plan for top soil management (how will you manage the excess topsoil).

Does the proposed road benefit more than one landowner? Yes No

If yes, please provide the following:

Name of the other landowners:

Is the Applicant willing to enter into a Road Allowance Use Agreement? Yes No

What is the estimated length of the road? _____ meters.

Does this road connect to a road under the jurisdiction of the Province of Alberta? Yes No

If yes, please attach location of intersection.

By signing this form, I verify that this information is accurate and complete to the best of my knowledge; and,

I hereby authorize the County to traverse the subject properties for the purpose of performing a basic review and level one assessment of the proposed project as specified on this form.

Signature

Date

ROAD CONSTRUCTION PROCEDURE / CHECKLIST

Upon receiving all necessary documentation with Request to Construct a Road, the following procedure will be implemented (***Applicant is responsible to call the County and make arrangements for all site meetings***):

Pre-construction site meeting with applicant / contractor / County
Date:_____ Attendees:_____

- Culverts required _____
 - Drainage requirements _____
- _____

Interim inspection at 50% completion with applicant / contractor / County
Date:_____ Attendees:_____

- Arising issues _____
- _____
- _____

Final inspection prior to graveling with applicant / contractor / County
Date:_____ Attendees:_____

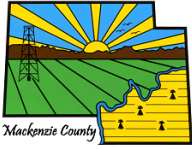
Final acceptance - Road has been graveled by County on _____
(date)
Attendees:_____

Applicant

Mackenzie County

SCHEDULE G

**Access Construction Application
(Approaches/Driveways)**



Application # _____

Request to Construct or Alter an Access

(Approaches/Driveways)

APPLICANT INFORMATION:

Name of Applicant _____

Permanent address _____
P.O. Box Town Province Postal Code

Telephone (res.) _____ (bus.) _____

Legal land description(s) _____

PROJECT INFORMATION:

The following information has been appended:

- approximate location of legal property boundaries;
- the location of the access in relation to other accesses/intersections;
- identification of proposed surface water management structures (i.e. culverts);
- the existing ground elevations (what is the general lay of the land);
- the proposed design elevations (is ditch cut required for drainage);
- proof of contact with affected utility companies; and
- a proposed plan for top soil management (how will you manage the excess topsoil).

Is the proposed access: A New Access An Alteration of an Access

If an alteration, please specify:

Does the proposed access benefit more than one landowner? Yes No

If yes, please provide the following:

Name of the other landowners:

Does the proposed access connect to a road under the jurisdiction of the Province of Alberta? Yes No

If yes, please provide the following:

Name of Provincial roadway _____

By signing this form, I verify that this information is accurate and complete to the best of my knowledge; and,

I hereby authorize the County to traverse the subject properties for the purpose of performing a basic review and level one assessment of the proposed project as specified on this form.

Signature

Date