

M.D. of Opportunity No 17
TRANSPORTATION POLICY

TITLE: **ROAD CROSSING AGREEMENT**

EFFECTIVE DATE: **FEBRUARY 12, 1997**

POLICY NUMBER: **T.18**

Purpose of Policy:

This policy is intended to provide direction on the administration of road crossing requests in the Municipal District boundaries.

Policy Statement

3. The attached agreement shall be entered into and signed by the applicant prior to any construction taking place.

* * *

APPROVED: February 12, 1997
AMENDED:
AMENDED:

ROAD CROSSING AGREEMENT

BETWEEN: THE MUNICIPAL DISTRICT OF OPPORTUNITY NO. 17

AND

(APPLICANT)

WHEREAS (APPLICANT) (hereinafter referred to as "the applicant") has applied to the Municipal District of Opportunity No. 17 (hereinafter referred to as the M.D.) for permission to construct a pipeline beneath a road or a highway under the control of the M.D. at a location more particularly shown on the plan deposited with such application and described as:

The portion of Road outlined in red on Attachment 1 forming part of this agreement.

NOW THEREFORE, the M.D. does hereby, in consideration of the Applicant observing the covenants and conditions hereinafter set forth, grant unto the Applicant the right, privilege and license to construct the pipeline beneath the road or highway at this location.

1. The right, privilege and license is hereby granted for an indefinite term from the date hereunder, by the M.D. to the Applicant, for the purposes of the laying down, replacing, repairing, maintaining, inspecting, operating and removing of the Applicant's pipeline within the highway crossing. The Applicant shall not, however, alter the said pipeline unless notice has been given to the M.D.
2. The responsibility for the free and safe passage of traffic on the highway during construction and maintenance of the pipeline shall rest with the Applicant. Where it is required that traffic be detoured around any road construction area, on account of the construction of a crossing by the Applicant, a detour shall be provided by the Applicant and shall be adequately maintained, with ample lights, flares, barricades and warning signs and devices being erected throughout and adjacent to the construction area.
3. The Applicant must provide and maintain construction signing to the satisfaction of the Road Foreman at all times, while working within the road right-of-way. All construction signing to be in accordance with the most recent edition of UNIFORM TRAFFIC CONTROL DEVICES FOR CANADA, which is available from the Road Foreman.
4. The M.D. may from time to time allow open cut but the standard method of crossing a road or a highway with a pipeline is by boring or jacking, so that the road and sub-grade are not disturbed.
5. Any high pressure pipeline installed beneath the road or highway right-of-way shall, be encased in a continuous outer casing of sufficient size and strength to prevent cracking or breaching under load of stress and to permit the withdrawal and renewal of the said pipeline without interfering with the sub-grade of the road or highway right-of-way.
6. The Applicant agrees to provide to the Road Foreman prior to the commencement of construction of the crossing, FORTY-EIGHT (48) HOURS notice of it's intention to commence construction.
7. The Applicant shall not excavate for any part of the said pipeline closer than four (4) metres from the edge of the shoulder break or toe of the side slope.
8. The minimum of depth of cover over the pipeline where it crosses a road or highway or road shall be 2.5 metres from the lowest point of the entire surface of the road cross section where the pipeline right-of-way crosses the road or highway.
9. The Applicant must contact all utility companies for the location of their facilities and ensure he and/or his agents know of the location of the various utility installations.
10. The Applicant is responsible for costs of all investigation of the location of utility installations.

11. The Applicant shall indemnify and hold harmless the M.D., its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly from anything done or omitted to be done in the construction, maintenance, alteration of

operation of the pipeline crossing. This indemnification shall survive the termination of this agreement.

- 12. The Applicant must provide proof of Comprehensive General Liability Insurance Coverage in the amount of One Million Dollars (\$1,000,000.00) to the Road Foreman prior to working on the road or highway.
- 13. The Applicant, immediately following completion of this pipeline construction, shall contact the Road Foreman for a Completion and Reclamation Inspection.
- 14. All notices given hereunder shall be addressed to:

(APPLICANT)

MUNICIPAL DISTRICT OF OPPORTUNITY NO. 17
BOX 60
WABASCA, ALBERTA
T0G 2K0

- 15. This agreement may be cancelled at the consent of the M.D. and the Applicant, however on abandonment, the Applicant must comply with all requirements to obtain a Reclamation Certificate in accordance with the Environmental Protection and Enhancement Act.
- 16. The grantee shall comply with all federal and provincial statutes and municipal bylaws which shall be deemed part of this agreement.
- 17. Special Conditions:

(to be listed as required)

This agreement signed this _____ day of _____, 1997.

Witness

Applicant

Witness

M.D. Of Opportunity No. 17