

Schedule D1

Municipal District of Wainwright No. 61

Pipeline Road-Crossings Agreement

LOCATION OF WORKS: _____

I/We, _____, agree to enter into this Pipeline Road-Crossing Agreement which has the following conditions:

1. Pre-construction and post-construction inspections shall be carried out by the municipality’s Director of Transportation or the Safety and Utilities Manager. The operator shall give the municipality at least 48 hours advanced notification of the start and completion of the project. The Director of Transportation or the Safety and Utilities Manager may require a site meeting with the owner/contractor – if required; a mutual time shall be arranged for a joint inspection of the project.
2. All road allowances (improved, semi-improved or undeveloped) must be treated as potentially developed.
3. Road allowance covered by this agreement is _____ meters wide and is currently developed/undeveloped.
4. The crossing shall be a minimum of 1.5 meters (5ft) from the bottom of the ditch on developed road allowances. All undeveloped road allowance crossings will be a minimum of 2.5 meters (8ft) to the top of the pipe.
5. All heavy oil field construction equipment (pipeline, roadways and lease preparation and reclamation equipment) shall be steam cleaned by the owner/operator prior to entering our municipality in order to assist in the control of the spread of noxious weeds, and pests as defined within the Agricultural Pest Act.
6. All open cuts to be finished to the satisfaction of the Municipal District of Wainwright No. 61-Public Works Department.
7. On bored crossings, the bell hole is to be a minimum of 7.5 Meters (25ft) from the boundary of the road allowance.
8. At the time of road improvement, adjustments of pipeline facilities will be at the expense of the pipeline owner.
9. The pipeline owners, at their own expense, shall be responsible to locate and expose the pipeline if and when necessary.
10. All pipeline crossings shall be permanently marked. Location marker signs are required on both sides of the road allowance. They shall be installed adjacent to the boundary of the road allowance and directly above the pipeline.
11. Approval of this pipeline road-crossing agreement is conditional on the work being completed within a 12-month period. If construction has not been completed within the 12 month period following the date of approval, further approval will be required.
12. Proper compaction within the workspace in the road allowance must be adhered to and maintained for up to five years on all municipal road allowance crossings.

- 13. The pipeline owner or contractor shall assume responsibility for all costs in the completion of the road crossing.
- 14. The pipeline and the installation must comply with the Canadian Standards Association guidelines and all Energy and Utility Board regulations.
- 15. The pipeline owner or contractor shall comply with all Federal, Provincial and Municipal regulations and legislation.
- 16. The pipeline owner or contractor agrees to hold harmless and indemnify the Municipal District of Wainwright No. 61, its councillors, employees, and/or agents from and against all actions, suits, claims and demands arising from the operation and/or use of the said equipment on the said road allowance(s).
- 17. The pipeline owner or contractor shall have comprehensive general liability insurance with a minimum coverage of \$5,000,000 per occurrence.
- 18. This Agreement shall ensure to the benefit of and be binding on their heirs, executors, assigns and successors of the Parties hereto. And it is the intention of the Parties that this agreement shall run with the land.

“This personal information is being collected under the authority of Section 33C of Freedom of Information and Protection of Privacy Act, and will be used for administration purposes as per the Land Use Bylaw and/or assessment purposes. If you have any questions about the collection of this information, please contact the Municipal Administrator or Assistant Municipal Administrator at (780) 842-4454.”

The undersigned hereby accepts these conditions this _____ day of _____ 20_____.

Municipal District of Wainwright No. 61

Pre-Construction Inspection

Post-Construction Inspection

Inspector – M.D. Wainwright Date

Inspector – M.D. Wainwright Date