

A. Purpose

To outline a process and an inspection fee for crossing agreements of high-pressure pipelines and utilities that intersect or closely approach road allowances under the direction, control and management of Flagstaff County.

B. Guidelines

Pipeline/Utility Crossings within County road allowances must be submitted to Flagstaff County for approval:

1. Application is to be submitted in the form of a letter along with a map clearly indicating the route or location of the pipeline/utility crossing(s) to the Public Works department.
2. Each application must be accompanied by an inspection fee for each road allowance crossed, refer to the Fees & Charges Schedule.
3. All local Gas Co-op facilities are exempt from the fees.
4. The crossing must be constructed to County standards provided on application and according to Flagstaff County Pipeline/Utility Road Crossing Standards (Appendix A).
5. Contact the Public Works Department to schedule field inspection prior to initiating the work.
6. Enter into agreement in the form attached as per Schedule A governing the conditions under which the County will consent to the construction and maintenance of pipelines/utilities crossing County road allowances, or coming within 30 meters of the boundary of public road allowances, and holding the County harmless and protected against any and all claims, actions, suits, proceedings and demands whatsoever, arising out of or in connection with its operation within County road allowances.

CAO Approval: <i>S. Canning</i>	Date: 2021 - Dec 31
Review Cycle: Every three years	Next Review Date: 2024

**FLAGSTAFF COUNTY
PIPELINE/UTILITY ROAD CROSSING STANDARDS
Appendix A**

These standards shall govern procedures used in the construction, maintenance and operation of pipelines/utilities and/or integral parts thereof, or extensions thereto within the County. Provincial regulations must be followed at all times.

In these Standards:

1. DEFINITIONS

- 1.1 “Council” means the Council of Flagstaff County.
- 1.2 “Road Crossing” means any pipe/utility installed across a road to convey gas, oil, water, sewage, telecommunication, electricity, etc.
- 1.3 “Oiled or Light Surface Roads” means roads, which have a light asphalt or oiled surface.
- 1.4 “Local Roads” means all roads other than numbered roads and highways and light surfaced or oiled roads.
- 1.5 “Undeveloped Road Allowance” means road allowances to which no improvements have been made in the way of road construction.
- 1.6 “Punched/Bored” means a procedure used to establish passageway through a roadbed using either an auger or a pneumatic type of equipment, eliminating the necessity of open cut/trenching.
- 1.7 “Open Cut/Trenching” means open trenching a passageway through a road surface or other surface, and down to the required depth, as opposed to Punched/Bored.
- 1.8 “Plough (plow)” means a pull-type or self-propelled machine which is used in the planting or burying of plastic or aluminum pipe in the ground in a continuous one step operation, eliminating trenching and back-filling.
- 1.9 “Approved” or “Otherwise Approved” means approval by authorized personnel of the County.
- 1.10 “Pipeline” means any piping system defined as a “pipeline” in the *Pipeline Act*, R.S.A. 2000, chapter P-15 and amendments thereto used in the transmission, gathering and/or distribution of gas, oil, water, sewage, mineral, etc. and whether or not the pipeline is under provincial or federal jurisdiction and regulation.
- 1.11 “Owner” means the owner and/or operator of a pipeline/utility or integral parts thereof.

2. PIPELINES

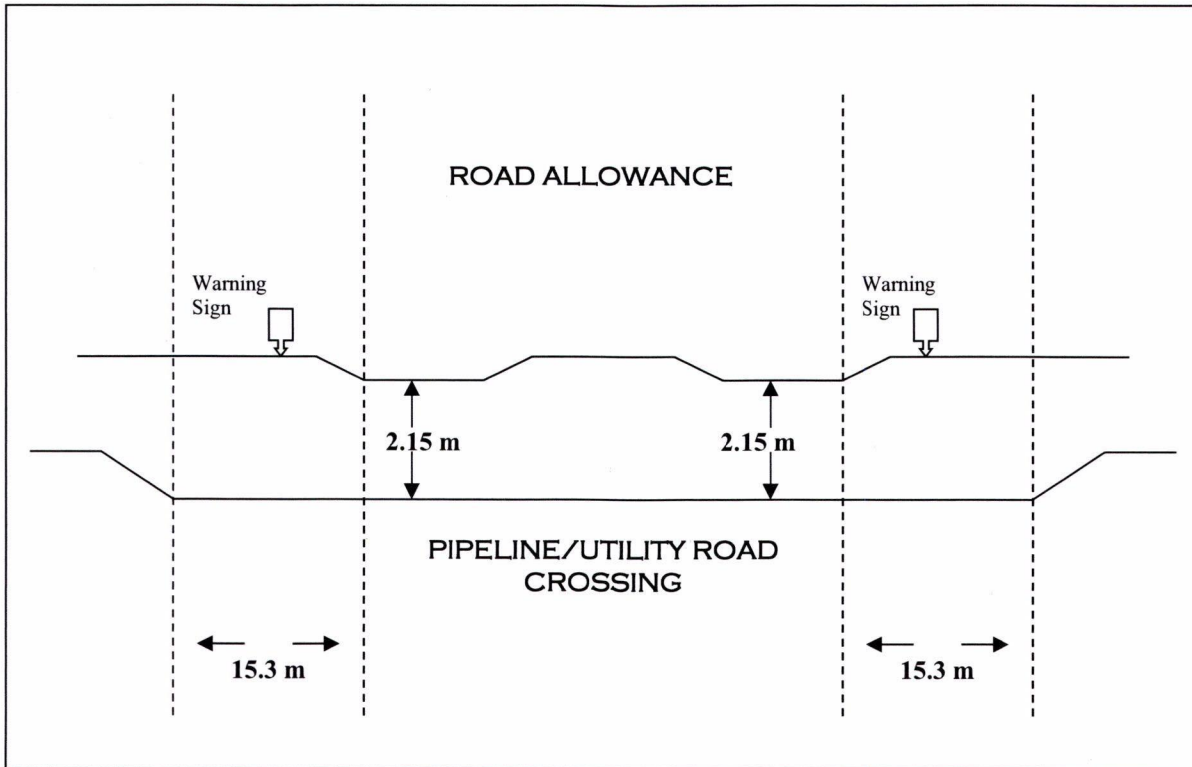
- 2.1 All pipelines paralleling road allowances the County, shall not at any point be nearer than **30 meters** to the boundary of the road allowance, unless otherwise approved by authorized County personnel.

- 2.2 Where a pipeline crosses a road, no bends shall be permitted in that portion of the pipeline within the boundaries of the road allowance or within **30 meters** of the boundaries on either side of the road allowance, without being approved by authorized County personnel. (See paragraph 1.9.)
- 2.3 The County shall be supplied with a detailed map, plans and drawings for approval of all proposed pipelines and/or extensions or revisions thereto, prior to commencement of any construction. These drawings show location(s) of proposed road crossing(s).
- 2.4 The County shall not be liable for any damage, injury or other costs or inconvenience arising from the construction, maintenance or operation of any pipeline or integral part thereof within the County.
- 2.5 All pipeline right-of-ways shall be restored to their original condition, or to the satisfaction of an authorized County personnel.

3. ROAD CROSSINGS

- 3.1 If deemed necessary, authorized personnel may inspect proposed crossing locations with representative(s) of the pipeline/utility owner or contractor concerned.
- 3.2 All roads shall be Punched/Bored from shoulder to shoulder unless otherwise approved. (See paragraph 1.9.)
- 3.3 All roads approved for open cut trenching, (see paragraph 3.2 above) shall be backfilled and tamped during the entire operation and shall be maintained until no further slumping occurs, and shall be graveled if required, at the discretion of an authorized County personnel.
- 3.4 Maintenance of all road crossings shall be at the expense and the responsibility of the owner.
- 3.5 The depth of all road crossings shall be 2.15 m below existing ditch bottom unless road improvements are proposed. (See paragraph 3.6 below.) The depth of road crossings shall be maintained throughout the entire width of the road allowance or proposed road allowance a minimum of 15.3 m on each side of the road allowance or proposed road allowance boundaries. This would result in a total crossing width of 50.6 m.
- 3.6 Road crossings may be installed at a lesser depth than that set out in above paragraph 3.5 but only with the approval of an authorized County personnel and road crossings under roads, which are to be improved, may be required to be installed deeper to prevent damage to the pipe. The depth of these installations shall be determined individually, and the expense of the deeper installation shall be borne by the owner.
- 3.7 All road crossings of developed roads shall not be less than series 125 polyethylene plastic, or equivalent pipe as determined by the Alberta Energy Regulator, the latest edition of the related CSA codes and Alberta Transportation. This type of pipe shall extend throughout the entire width of the road allowance.
- 3.8 On undeveloped road allowances (see paragraph 1.5) the same type and thickness of pipe and the same method of installation as used off the road (on private lands), may be used to cross, providing the proper road crossing be installed, at the expense of the pipeline/utility owner, should the road be improved at a later date.

- 3.9** All road crossings shall be **as near 90 degrees** to the road allowance as possible and properly marked by warning signs. (see paragraph 2.2.)
- 3.10** Road crossings shall be installed in a manner, which will cause the least inconvenience to the traveling public.
- 3.11** Where traffic is to be detoured around any area, due to work being performed on a pipeline/utility or integral part thereof, a detour shall be provided and adequately maintained, with ample signs, etc., being erected throughout. During the hours of darkness, flares shall illuminate all warning and detour signs and excavations.
- 3.12** Open trenches that cross the traveled portion of a road shall not be left unattended unless a detour has been provided.



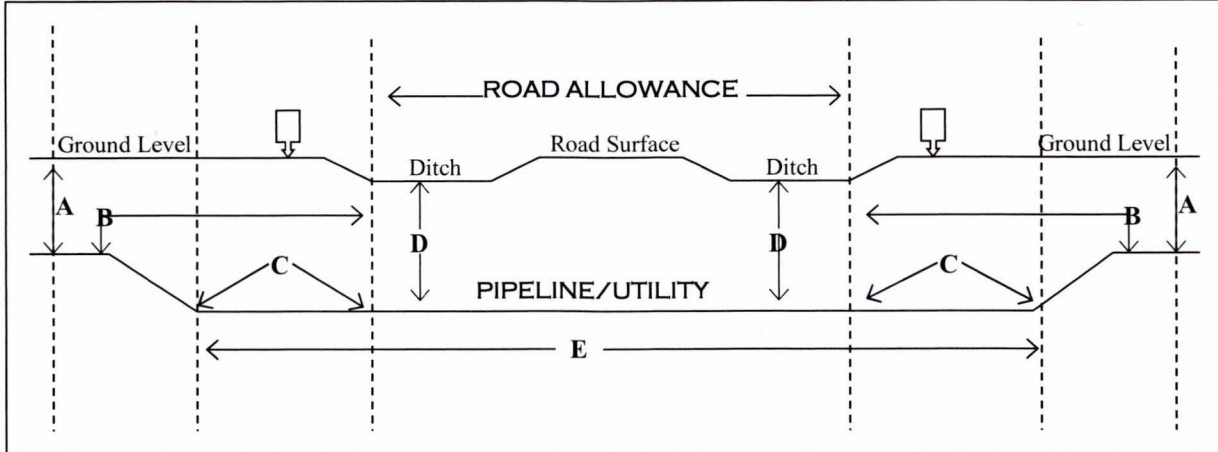
4. GENERAL

- 4.1 The Public Works department shall be notified before a road crossing is commenced.
- 4.2 Upon installation and before the trench is backfilled; an authorized County official must inspect the road crossing. An inspection report in duplicate must be completed and presented to the County official for signature.
- 4.3 The owner of the pipeline/utility shall be responsible for all expenses incurred to lower or alter location, if necessary, due to future road improvements.
- 4.4 The road allowance shall be restored by the owner of the pipeline/utility to its original or better condition, including the re-vegetation establishment where the ground has been disturbed.
- 4.5 If the County official is called on weekends, wages and mileage are to be paid by the Company requesting the inspection, cheques to be made payable to Flagstaff County. There will be a three-hour call-out minimum.
- 4.6 If work is not completed within one (1) year, approval becomes void and the applicant must reapply for new approval.

PIPELINE/UTILITY ROAD CROSSING INSPECTION REPORT

Date road crossing installed _____

Location of road crossing: From _____ to _____



Distances: **A**-Depth below ground level _____ feet
 B-Distance road allowance boundary to normal depth _____ feet
 C-Distance road allowance boundary to start of rise _____ feet
 D-Depth below ditch bottom _____ feet
 E-Total length of pipeline/utility road crossing _____ feet

Owner of Pipeline/Utility

Address _____ Phone _____

Construction Contractor

Address _____ Phone _____

Project Foreman

***NOTE: Road crossing is not to be backfilled until after inspection and permission is received to do so.**

DECLARATION

I HEREBY CERTIFY that this pipeline/utility road crossing was installed according to the above data. If at any time in the future, alterations to this installation are required, due to road improvements, all costs will be borne by the owner. This applies to all heirs, successors and assigns.

SIGNED this _____ day of _____ A.D. 20____ at _____, Alberta.

Signature

Name of Owner & Title

COUNTY OFFICIAL

I INSPECTED this pipeline/utility road crossing and confirm it was installed according to the above data. **OR** if not in compliance, please explain in detail on reverse side.

INSPECTED this _____ day of _____, 20____.

FLAGSTAFF COUNTY

Authorized Official

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

BETWEEN:

FLAGSTAFF COUNTY
a municipal corporation in
the Province of Alberta
(hereinafter called "the Grantor")

OF THE FIRST PART

- and -

a body corporate entitled to carry
on business in the Province of Alberta
(hereinafter called "the Grantee")

OF THE SECOND PART

CROSSING AGREEMENT

WHEREAS the title to all public highways and roads is vested in the Crown in right of Alberta and that the Grantor has, pursuant to Section 18 of the Municipal Government Act, R.S.A. 2000, c.M-26, control and management of inter alia, the public highways, roads, streets, lanes, alleys and bridges within the municipality;

AND WHEREAS the Grantee desires to construct a pipeline/utility (hereinafter referred to as "the Grantee's pipeline") under various highways, public highways or roads (hereinafter referred to as "the Grantor's highway") within the municipal boundaries of the Grantor, at the location and pursuant to the specifications shown on Schedule "A" attached hereto (hereinafter referred to as "the Crossing Area");

AND WHEREAS the Grantor and the Grantee desire to set forth the terms and conditions of the Grantee's right to lay, construct, replace, repair, maintain, inspect, operate and remove the Grantee's pipeline/utility under the Grantor's highway;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter expressed, the Grantor and the Grantee agree with each other as follows:

1. **GRANT OF RIGHTS**

The Grantor, subject to the terms and conditions hereof, hereby grants to the Grantee the right, privilege and license to lay, construct, repair or remove the Grantee's pipeline/utility within the Crossing Area.

2. **POSITION AND LOCATION**

The Grantee's pipeline/utility shall be constructed within the Crossing Area as shown in Schedule "A", unless otherwise agreed to by the Grantor in writing.

3. **CONDITIONS OF GRANT**

3.1 The Grantee shall not commence or carry out any work whatsoever within the Crossing Area unless and until it has provided the Grantor with a detailed plan profile drawing in satisfactory form

showing the proposed location and depth of bury of the Grantee's pipeline/utility and the Grantor has given its approval in writing to such plans.

3.2 The Grantee shall not commence or carry out any work whatsoever within the Crossing Area without a representative of the Grantor being present at all times, unless otherwise agreed to by the Grantor in writing.

3.3 The Grantee covenants that in constructing, laying, repairing, maintaining or removing its pipeline/utility and carrying out all work related thereto, it shall:

- (a) Carry out all work in compliance and accordance with the Flagstaff County Procedure Manual including the Flagstaff County Pipeline/Utility Road Crossing Standards as set out in Appendix A (the "County Standards") as set out and attached hereto in Schedule "A";
- (b) Give to the Grantor written notice of its intention to commence work within the Crossing Area, not less than seven (7) days prior to commencing such work, which said written notice shall contain the names of all the contractors and subcontractors proposed to carry out the work;
- (c) Provide all pipe, materials, equipment and labour required to carry out the work on the Grantee's pipeline/utility and to restore the Crossing Area to its original condition to the satisfaction of the Grantor;
- (d) Take all such precautions as shall be reasonably necessary to prevent damage to the property of or injury to any person lawfully using the Grantor's highway and without restricting the generality of the foregoing, the Grantee shall fence off areas of construction on the Grantor's highway and cause a light to be set up and kept at the construction site and kept on the highway every night until the construction is completed. If the work area should encompass and/or obstruct any portion of the road surface, such as to impede the flow of traffic, the Grantor shall be notified. Warning signs, barricades and flashing indicators shall be installed in compliance with Provincial Regulations and municipal requirements. The Grantor reserves the right to instruct and/or enforce the use of flagmen and/or barricades to direct traffic deemed necessary for the protection of the public traffic deemed necessary for the protection of the public and the Grantee's servants, agents, employees or contractors;
- (e) Do as little damage to the Grantor's highway as is reasonably possible in performing such work;
- (f) Cause as little obstruction as possible during the progress of the work and complete the same with all reasonable speed under the prevailing circumstances;
- (g) Ensure during construction, no excavation material is deposited on any carriageway;
- (h) Ensure that the road crossings must use the bored method with no disturbance to the road grade or shoulder slope;
- (i) Ensure that during construction all reasonable precautions are to be taken to ensure that the drainage within the highway right-of-way is not obstructed or impeded;
- (j) Restore the Grantor's highway to the proper state of repair nearly as is reasonably possible to a condition similar to that which existed prior to the commencement of the work. If the Grantee, its agents or servants default in properly restoring the Grantor's highway as required herein, the Grantor may, upon giving reasonable notice to the Grantee, undertake such restoration work and the Grantee shall be liable for the cost thereof;

- (k) Permit the Grantor to have a representative present at all times to inspect the work done in connection with the construction, repair, replacing and maintaining of the Grantee's pipeline/utility and the restoration of the Grantor's highway;
- (l) Ensure that the Grantee's pipeline/utility is covered to the same depth and with the same material as which existed prior to the commencement of the work;
- (m) Guarantee trench excavation, backfilling and road surface from the date of completion for one (1) year;
- (n) Arrange a post-construction inspection with the Grantor for approval of the restoration;
- (o) Sign the location of the Grantee's pipeline/utility in accordance with the Provincial Regulations;
- (p) Physically locate the Grantee's pipeline/utility upon demand by the Grantor to its exact surface location;
- (q) Carry out all work in a good and workmanlike manner in accordance with good engineering and construction practice and complete the same with all reasonable speed under the prevailing circumstances.
- (r) Provide the Grantor with As Built Plans upon completion of construction referencing the vertical geodetic data and coordinate points.
- (s) **Notwithstanding anything herein contained**, if the Grantor at any time or times desires repairs or renewals to be made in respect of the Roadway in the Crossing Area, the Grantee shall pay the Grantor on demand the amount by which the cost to the Grantor of such repairs or renewals is increased by the presence of the pipeline.

4. **EMERGENCIES OF GRANTEE**

In the event that the Grantee's pipeline ruptures or in the event of any other emergency where the Grantee is required to inspect or repair its pipeline, the Grantee shall:

- (a) Be entitled to enter upon the Crossing Area without prior notice to the Grantor;
- (b) Immediately repair the rupture or resolve the emergency in accordance with the terms and conditions of this Agreement;
- (c) Notify the Grantor of such rupture or emergency as soon as reasonably possible.

5. **USE OF GRANTOR'S HIGHWAY**

Nothing contained in this Agreement shall be deemed to limit or in any manner prohibit the Grantor from fully using and enjoying any portion of the Grantor's highway within or without the Crossing Area in any lawful manner whatsoever and the right, privilege and license herein granted to the Grantee is strictly limited to the rights expressly granted herein to the Grantee. Without restricting the generality of the foregoing, if as a result of the lawful use and enjoyment by the Grantor of the Grantor's highway it is necessary, in the opinion of the Grantor, for the Grantee to lower or raise the Grantee's pipeline/utility, the Grantee shall forthwith upon written request from the Grantor carry out all necessary work requested by the Grantor in a good and workmanlike manner at the Grantee's sole cost, and in accordance with good engineering and construction practice and complete the same with all reasonable dispatch under the prevailing circumstances.

6. **INDEMNITY**

Notwithstanding anything herein elsewhere contained or implied to the contrary, it is mutually agreed and understood that the Grantee shall and will at all times indemnify and save harmless the Grantor of, from and against all loss, costs, charges, liabilities, damages and expenses, including legal costs of the Grantor on a solicitor client basis, including without limitation to third parties, whether in contract, tort or otherwise howsoever, which the Grantor at any time or times hereafter shall or may bear, suffer, sustain or incur by reason of the Grantee, its servants, agents, employees or contractors, arising out of, in or any way related to such use of the Crossing Area of by reason of this Agreement.

7. **DEFAULT**

Except as otherwise provided herein, in the case of default by the Grantee in carrying out any of the provisions of this Agreement, the Grantor may give fifteen (15) days notice thereof to the Grantee to rectify the same, and the Grantee covenants and agrees to proceed with due diligence to carry out the same. If the Grantee fails to proceed to remedy such default within the said fifteen (15) day period, the Grantor may take the necessary steps to remedy such default and the Grantee shall be liable for and pay all costs and expenses incurred by the Grantor in so doing.

8. **NOTICE**

All notices to be given hereunder shall be sufficiently given if delivered or mailed registered and postage prepared addressed to:

**Flagstaff County
12435 TWP RD 442
PO Box 358
Sedgewick, AB T0B 4C0**

And to the **Grantee** at:

<insert address>

Any delivered notice shall be conclusively deemed to have been given on the day on which such notice was delivered, or if mailed, on the seventh (7th) day after which it is mailed; provided, however that in the event of any interruption of normal mail service, all notices must be delivered to the other party. Either party at any time may give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

9. **CONFORMANCE WITH REGULATIONS AND CONDITIONS**

Each of the parties in performing any work in, over or under the Crossing Area shall and will at all times comply fully with all laws, regulations, rules, orders, plans and specifications of the competent governmental authority from time to time and for the time being in force and effect in respect thereof or relevant thereto.

10. **COMPLETE AGREEMENT**

This Agreement sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements or understanding whether written or oral between the parties.

11. **ASSIGNMENT**

- (a) The Grantee shall not assign or transfer this Agreement or its rights and privileges hereby granted without the written consent of the Grantor first had and obtained.
- (b) Subject to the terms hereof this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Grantor and the Grantee have executed this Agreement by affixing their corporate seals as attested by their duly authorized offices in that behalf as of the day and year first above written.

Signed, Sealed and Delivered)
In the presence of:)
)
)
)
_____)
Witness

Grantor(Flagstaff CountyMunicipality)
PER: _____
PER: _____
(affix seal)

Signed, Sealed and Delivered)
in the presence of:)
)
)
)
_____)
Witness

Grantee
PER: _____
PER: _____
(affix seal)

SCHEDULE "A"

To Crossing Agreement dated _____, 20__ between Flagstaff County
as Grantor and _____ as Grantee.

Detailed description of Crossing Area:

Detailed description of Lands:

Detailed description of Company's Pipeline/s/Utility:

Detailed description of Applicant's Roadway:

Detailed Specifications are as follows:

Flagstaff County Pipeline/Utility Road Crossing Standards Appendix A (attached)

DATED: _____ 20 _____

BETWEEN:

FLAGSTAFF COUNTY

a municipal corporation in
the Province of Alberta
(hereinafter called "the Grantor")

OF THE FIRST PART

- AND -

a body corporate entitled to carry on
business in the Province of Alberta
(hereinafter called "the Grantee")

OF THE SECOND PART

CROSSING AGREEMENT
