

ROAD CROSSING AGREEMENT

AGREEMENT MADE THIS _____ DAY OF _____ A.D. 2012
BETWEEN

COUNTY OF ST. PAUL NO. 19

5015- 49 AVE
St. Paul, AB T0A 3A4
(Hereinafter Called the “Municipality”)
OF THE FIRST PART

- AND -

ELK POINT / ST. PAUL REGIONAL WATER COMMISSION

A Municipal Corporation
In the Province of Alberta
PO Box 448
Elk Point, AB T0A 1A0
(Hereinafter referred to as the “Commission”)
OF THE SECOND PART

DESCRIPTION OF MUNICIPAL ROADS THIS AUTHORIZATION COVERS:

Roads:

Add in road ways

CONSTRUCTION SHALL BE COMPLETED BY:

WHEREAS County of St Paul No. 19 has the control and management of the public highways and roads (hereinafter referred to as “the road allowances”) within the Municipality pursuant to Section 18 of the Municipal Government Act, being Chapter M26 of the Revised Statutes of Alberta, 2000 and amendments thereto.

AND WHEREAS the Commission (Grantee) is desirous of obtaining the Municipality’s permission to enter upon a road allowance for the purpose of making thereon such excavation as will permit the Commission to install and bury its pipeline across and beneath the said road allowance (the said excavating and installing of the pipeline beneath the road allowance to be hereinafter referred to as “the crossing”) all upon the terms and conditions as are outlined in this agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants, terms and conditions hereinafter set forth the parties hereto each agree with the others as follows:

1. The Municipality does hereby in consideration of the sum of One Dollar (\$1.00) paid to the Municipality by the Commission, the receipts of which sum is hereby acknowledged, and in consideration of the covenants and conditions hereinafter set forth, grant and transfer unto the Commission the rights, privilege and license to construct a crossing under such road allowance and at such location as is, from time to time, described in the maps, plans and drawings delivered to the Municipality by the Commission pursuant to the provisions contained in Paragraph 3 hereof.
2. The Commission shall propose a location for the crossing area which gives due consideration to any features of the roads which may have a detrimental effect on the operation of roads or pipelines in the crossing area. These crossings shall be marked out in advance in order that a representative from the Municipality may inspect and make recommendations prior to the Municipality reviewing the proposal.
3. The Commission shall furnish the Municipality with detailed maps, plans and any specifications on the pipeline which the Municipality deems necessary in order to make a decision. This information shall be submitted 30 days prior to the commencement of any construction. Construction shall not commence prior to the Commission receiving written confirmation from the Municipality that the proposed location and specifications are acceptable to the Municipality.
4. The said right, privilege and license are hereby granted by the Municipality to the Commission for the purposes of the laying down, replacing, repairing, maintaining, inspecting, operating and removing of the Commission's pipeline within the crossing.
5. At a crossing where a pipeline is installed by the Commission, the said pipeline must be installed at a minimum depth of 6 feet (1.87 metres) below the existing ditch bottom or 8 feet (2.4 metres) below the centre of the roadway whichever is greater. The depth of such pipeline will be continuously maintained throughout the crossing at a minimum of 6 feet (1.8 metres) for the entire width of the road allowance.
6. The Commission shall construct a crossing so that:
 - a) the pipeline crosses the road allowance as nearly as possible at a ninety degree angle;
 - b) the pipeline shall contain no bends in that portion of the pipeline passing under the road.
7. A developed road allowance shall be crossed using the boring method crossing.
8. Undeveloped road allowances may be crossed using the open cut method of crossing subject to obtaining approval for such a method from the Municipality.
9. Crossings which have been approved by the Municipality to be open cut or crossings under roads which are scheduled to be upgraded at a later date may be requested to be installed deeper. The depth of these installations shall be determined individually and to be at the discretion of the Municipality.

10. Where it is required that traffic be detoured around any road allowance construction area on account of the construction of a crossing by the Commission, a detour shall be provided by the Commission and shall be adequately maintained, with ample lights, flares, barricades and warning signs and devices being erected throughout and adjacent to the construction area.
11. The crossings shall be restored by the Commission to their original condition as nearly as possible and to the satisfaction of the Municipality and the Commission shall maintain the crossings to the continued satisfaction of the Municipality.
12. The Commission shall be responsible for properly marking the crossing with warning signs. All such warning signs shall be placed and maintained on each side of the road allowance to identify the crossing location.
13. The Commission or the operator of any existing pipeline must locate, expose, lower or move if necessary, any pipeline to facilitate road construction at a future date at the Commission's expense.
14. The Commission or operator of the pipeline shall be responsible for the locating and exposing of that pipeline within 48 hours of receipt of notice to do so. The method of exposing the pipeline on municipal road allowance shall conform to the Alberta Occupational Health and Safety Regulations.
15. The Commission shall provide to the Municipality, prior to the commencement of construction of the crossing, 48 hours' notice of its intention to commence construction.
16. The crossing shall be inspected by an appointed authority on behalf of the Municipality before the excavation may be backfilled. If the crossing is backfilled before inspection has been made the Municipality may request the pipe to be hand exposed by the Commission or operator in order to verify its location.
17. Suitable markers shall be installed on both sides of the road allowance indicating the location of the pipeline crossing the road allowance and shall be maintained for the entire existence of the pipeline.
18. In the case of default by the Commission in carrying out any of the provisions of this Agreement, the Municipality may give notice thereof to the Commission. If the Commission fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, the Municipality may take such steps as are appropriate to remedy such default and the Commission shall be liable for and shall pay all reasonable costs and expenses incurred by the Municipality in remedying the default. The Municipality shall provide the Commission with 3 months prior written notice of the requirement for the relocation, lowering or protection of the said crossing whereby it is found to be necessary by the Municipality and in the best interest of the public, at the expense of the said Commission.

19. Upon the execution of this agreement and receiving written confirmation that the proposed crossing location and specification are acceptable to the Municipality and at all times thereafter the Commission may enter upon and occupy the crossing for the purposes provided in this agreement.
20. Nothing contained in this agreement shall be deemed to limit or in any manner prohibit the Municipality from fully using and enjoying any portions of the said road allowance where the crossing has been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the Commission is strictly limited to the rights expressly granted herein to the said Commission.
21. The Commission agrees to at all times hereinafter indemnify and keep the Municipality indemnified against all actions, claims and damages that may be lawfully brought or made against the Municipality by reason of anything done by the Commission its agent or contractors, in the exercises or purported exercise of the rights, privileges and licenses herein granted to the Commission.
22. The Commission agrees to provide, prior to the commencement of construction of the crossing and within TEN (10) days of being requested so to provide by the Municipality, security in such amount and of such type as the Municipality shall in its discretion, request.
23. In the case of breakage of the Commission's pipeline or other emergency no prior written notice shall be required to be given to the Municipality for the Commission to enter a road allowance to attend to the emergency, however, the Municipality shall in all instances be advised forthwith of such emergency.
24. No assignments of this agreement or rights hereunder by the Commission shall be valid without the written consent of the Municipality.
25. This agreement shall ensure to the benefit of and be binding upon the parties, their respective heirs, executors and administrators.
26. Whenever under the provision of this Agreement any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by prepaid single registered mail sent to, the respective addresses hereinafter provided for, and if given by mail shall be deemed to have been served and given on the fifth business day following the day of mailing, the respective addresses of the parties being:

COUNTY OF ST. PAUL NO. 19, 5015-49 Ave, St. Paul, AB, T0A 3A4

ELK POINT/ ST. PAUL REGIONAL WATER COMMISSION
PO Box 448, Elk Point AB, T0A 1A0

provided however, that such addresses may be changed upon five (5) days' notice; and provided further that if in the event that notice served by mail at a time when there is an interruption of mail service affecting the delivery of such mail, then notice shall not be deemed to have been served until one (1) week after the date that normal service is restored.

IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate name and seals to be affixed, attested under the hands of their proper officers in that behalf, the _____ day of _____ A.D. 2012.

COUNTY OF ST. PAUL No. 19

Per:

Reeve

Chief Administrative Officer

ELK POINT/ ST. PAUL REGIONAL WATER COMMISSION

Per:

Chairman

Administrator