

***MEMORANDUM OF
AGREEMENT
FOR IRRIGATION PROJECTS***

**CROSSING MUNICIPAL ROAD RIGHTS-OF-WAY
USING THE BORE METHOD**

BETWEEN

***THE MUNICIPAL DISTRICT
OF WILLOW CREEK NO. 26***

AND

THIS AGREEMENT made the _____ day of _____, 20 ____.

BETWEEN:

THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26
(hereinafter called "**The Municipality**")

OF THE FIRST PART

- and -

(hereinafter called "**The Pipeline Owner**")

OF THE SECOND PART

WHEREAS **The Pipeline Owner** operates or proposes to operate an irrigation system within **The Municipality's** boundaries;

WHEREAS **The Pipeline Owner** requires **The Municipality's** consent to construct a pipeline on, across, over, or under a road or unimproved road allowance (Rights-of-Way), and **The Pipeline Owner** desires to place an irrigation pipeline parallel to and/or across the Rights-of-Way from _____ to _____ along the routing as shown on the map and in accordance with plans submitted attached herewith and marked in red on the map as Schedule "A";

AND WHEREAS **The Municipality** is the public authority having jurisdiction over the Rights-of-Way;

AND WHEREAS **The Municipality** exercises such jurisdiction for bona fide municipal purposes and acts reasonably, except to the extent specifically otherwise required by law;

AND WHEREAS **The Pipeline Owner** must not unduly interfere with the public use, enjoyment, and safety of the Rights-of-Way and must share the use of the Rights-of-Way with providers of services to the public when occupying and using the Rights-of-Way as described above;

AND WHEREAS **The Municipality** is willing to grant its consent to the occupancy and use of the Rights-of-Way consisting of the construction, operation, maintenance, and removal of the equipment in, on, over, under, along, or across the Rights-of-Way having due regard to the safety, use, and enjoyment of the Rights-of-Way by others, as described above;

AND WHEREAS **The Municipality** and **The Pipeline Owner** have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which said consent shall be provided by **The Municipality** to **The Pipeline Owner** in the form of a non-exclusive right;

NOW THEREFORE in consideration of the promises and mutual covenants herein contained, **The Municipality** and **The Pipeline Owner** each agree to the following:

1. **The Municipality's** Policy No. 260-02, Regulations for Irrigation Projects, attached herewith as Schedule "B", shall be adhered to.

2. **Modifications.** No waiver of or changes to any provision of this Agreement, in its entirety, shall be effective unless reduced to writing and attached hereto and forming part of this Agreement as Schedule “C”.
3. **Additional Conditions.** **The Municipality** may specify in Schedule “C” any additional conditions that may be specifically applicable to an individual project.
4. **Time Limit of Agreement.** This Agreement expires one (1) year from the date above written if no work has commenced. However, **The Pipeline Owner** may apply to **The Municipality** for an extension of the term of Agreement. After receiving an application for extension, **The Municipality** may grant an extension to the term of Agreement for a period not exceeding one (1) year by notice in writing to **The Pipeline Owner**, after which time if work has still not commenced, a new Agreement shall be executed between the two parties.
5. **Inconsistency with Municipal Bylaws.** In the event of an inconsistency between this Agreement and any applicable bylaw, rule, or regulation of **The Municipality**, the bylaw, rule, or regulation shall take precedence to the extent of the inconsistency.
6. **Acknowledgement.** Each party acknowledges that it has read this Agreement, including the Annexes attached hereto and forming part hereof, and each party understands and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and affixed their corporate seals hereto.

Per:
The Municipality

Reeve

Municipal Administrator/CAO

The Pipeline Owner

Witness

Name:
Title:

Schedule “A”

Detailed Plans

Schedule “B”

REGULATIONS FOR IRRIGATION PROJECTS

These regulations shall govern standards and procedures used in the construction, maintenance, and operation of irrigation pipelines and/or integral parts thereof, or extensions thereto within The Municipal District of Willow Creek No. 26 in addition to applicable federal and provincial regulations.

1. REGULATION DEFINITIONS

- 1.1 **Council** means the Council of The Municipal District of Willow Creek No. 26.
- 1.2 **Road Crossing** means any irrigation pipeline installed across a road allowance to convey water.
- 1.3 **The Municipality** means The Municipal District of Willow Creek No. 26.
- 1.4 **Local Roads** means all roads other than numbered provincial highways.
- 1.5 **Unimproved Road Allowances** 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 road bed 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 backfilling.
- 1.9 **Approved or Otherwise Approved** means approval by Council and/or authorized personnel of The Municipal District of Willow Creek No. 26.
- 1.10 **Pipeline** means any piping system, as set forth in the Pipeline Act, Chapter P-8 of the Revised Statutes of Alberta 1980 and Amendments thereto, used in the transmission, gathering and/or distribution of water, either steel, plastic, fiberglass, or aluminum pipe.
- 1.11 **Pipeline Sleeve** means the conduit in which the pipeline is inserted.
- 1.12 **Owner** means the owner and/or operator of a pipeline or integral parts thereof.
- 1.13 **Road Bed** means the road surface, shoulder slopes, ditch bottoms, and back slopes.

2. PIPELINES

- 2.1 All irrigation pipelines paralleling road allowances, either improved or unimproved in The Municipality, shall not, at any point, be nearer than 30 metres (100 feet) to the

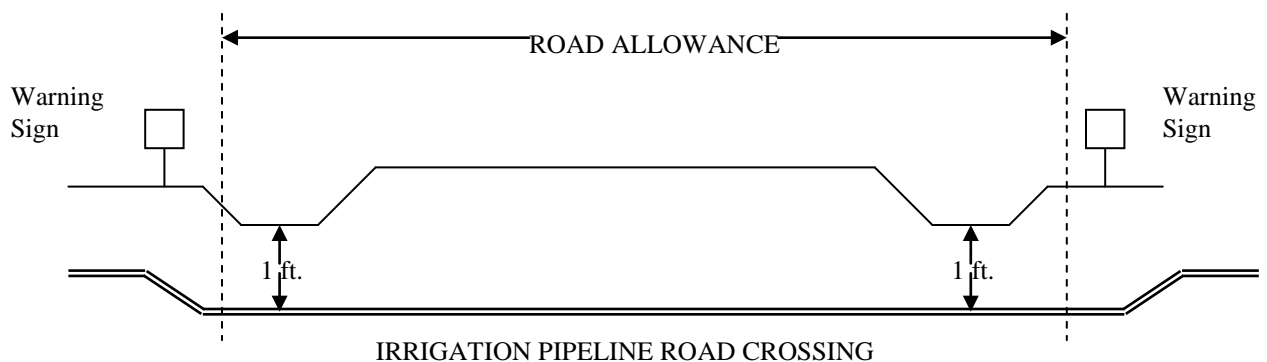
- boundary of the road allowance nor the right-of-way easement registered against any portion of the 30-metre setback, unless otherwise approved. See Regulation 1.9.
- 2.2 Where an irrigation pipeline crosses a road, no bends shall be permitted in that portion of the irrigation pipeline within the boundaries of the road allowance or within a minimum distance of eight (8) metres (25 feet) of the boundaries on either side of the road allowance, without being approved. See Regulation 1.9.
- 2.3 The Municipality shall be supplied with a detailed map, plans, drawing, and cross-section for approval of all proposed pipelines and/or extensions thereto, thirty (30) days prior to commencement of any construction. These drawings shall show location(s) of proposed road crossing(s).
- 2.4 The Municipality shall be notified a minimum of 48 hours prior to the commencement of construction on the road allowance. Construction shall take place during The Municipality's working hours.
- 2.5 The Municipality shall not be liable for any damage, injury, or other costs or inconvenience arising from the construction, maintenance, operation, or existence of any irrigation pipeline or integral part thereof within The Municipality.
- 2.5.1 Repair of any damage to the road allowance due to a failure of the pipeline or sleeve shall be at the expense of the Pipeline Owner.
- 2.6 All pipeline right-of-ways shall be restored to their original condition, landscaped, and seeded to grass, to the satisfaction of The Municipality.
- 2.7 The Pipeline Owner shall not permit any other third party to use any Rights-of-Way occupied or used by The Pipeline Owner under this Agreement, unless the third party first provides evidence to The Pipeline Owner that it has entered into an agreement with The Municipality in respect of such use.
- 2.8 In all cases where The Pipeline Owner shares ownership or other rights with a third party in respect of any facilities and Equipment situated in, on, over, under, along, or across Rights-of-Way occupied or used by The Pipeline Owner under this Agreement, The Pipeline Owner shall remain responsible for performing all of its obligations under this Agreement, as if it were the sole owner of the facilities and Equipment.

3. ROAD CROSSINGS

- 3.1 Prior to the commencement of construction, the Pipeline Owner shall be responsible for notifying Alberta One Call.
- 3.2 If deemed necessary, The Municipality may inspect proposed crossing locations with representative(s) of the Pipeline Owner or contractor concerned.
- 3.3 All roads shall be punched or bored from ditch bottom to ditch bottom unless otherwise approved. See Regulations 1.9 and 3.4.
- 3.4 Council may, upon written application from the Pipeline Owner, approve crossing a municipal, graveled road allowance by open-cut/trenching method for pipeline sizes 305 mm (12 inches) and greater (see Regulation 1.10) from the source throughout the pipeline

- route to completion of the Rights-of-Way crossing(s) in which case a separate agreement governing the terms and conditions for those crossings shall be executed between The Municipality and the Pipeline Owner.
- 3.4.1 All pipeline road crossings shall be carried out by a contractor, approved by the Municipal Superintendent of Public Works, licensed to operate in The Municipality, who must provide The Municipality with proof of liability insurance in the amount of at least \$2,000,000.00 and with proof of “Good Standing” with the Workers’ Compensation Board, prior to commencement of construction.
 - 3.4.2 Prior to construction, the Pipeline Owner and the contractor shall be required to attend at least one meeting with The Municipality’s Safety Supervisor or designate and shall, at all times, adhere to The Municipality’s General Rules for Contractors Working on Municipally-Controlled Property, attached hereto as Schedule “D”
 - 3.4.3 All pipeline road crossing installations shall be carried out in strict compliance with Occupational Health and Safety Regulations.
- 3.5 All road and right-of-way depressions caused by open-cut/trenching shall be kept filled for a period of three (3) years.
- 3.5.1 All costs associated with boring and open-cut/trenching, including those incurred by The Municipality, shall be borne by the Pipeline Owner. Examples include, but are not limited to, municipal equipment, manpower, road maintenance, grass seeding, and safety management.
- 3.6 The depth of all road crossings shall be a minimum one (1) foot below the bottom of the ditch bed, unless road improvements are proposed. See Regulation 3.7 below. The depth of road crossings shall be maintained at the same elevation throughout the entire width of the road allowance or proposed road allowance and for an extended distance of five (5) metres (16.5 feet) on either side of the road allowance boundary.
- 3.7 To prevent damage to the pipe, road crossings under roads which are to be improved may be required to be installed deeper and/or to maintain the road crossing depth for an extended distance beyond the existing road allowance boundary, as determined by The Municipality. The expense of such installation shall be borne by the Pipeline Owner.
- 3.8 Pipeline materials utilized for road crossings shall comply in all aspects with standards as set down in the latest edition of related CSA codes and the Alberta Energy and Utilities Board and Alberta Safety Codes, taking into consideration the type of road and amount of heavy traffic using the road. The same pipeline materials shall be used throughout the entire width of the road allowance, and beyond if required. See Regulation 3.7.
- 3.9 Road crossings shall be sleeved and the sleeve shall extend for the entire width of the road allowance and extend five (5) metres (16.5 feet) on either side of the road allowance boundary See Regulation 3.7.
- 3.10 All road crossings shall be as near ninety (90) degrees to the road allowance as possible, and properly marked by warning signs. See Regulation 2.2.

- 3.11 Council may, upon written application from the Pipeline Owner, approve diagonal crossings on a case-by-case basis.
- 3.12 Road crossings shall be installed in a manner which will cause the least inconvenience to the travelling public.
- 3.13 Where traffic is to be detoured around any area, due to work being performed on an irrigation pipeline or an integral part thereof, a detour shall be provided and adequately maintained, with ample signs and barricades being erected throughout. During the hours of darkness, all warning and detour signs, barricades, and excavations shall be illuminated by warning lights.
- 3.14 Open excavations that cross unimproved roads shall not be left unattended at any time.
- 3.14.1 All costs associated with road attendance during pipeline installation shall be borne by the Pipeline Owner.
- 3.15 The road right-of-way grassed areas disturbed are to be reseeded to grass and disturbed areas to be landscaped to its original condition to the satisfaction of The Municipality.
- 3.16 Should The Municipality require a road crossing on a developed road or unimproved road to be removed or relocated in the future, the removal or relocation costs shall be at the Pipeline Owner's expense.
- 3.17 The pipeline shall be identified with a marker on a fence post and if no fence line exists, then a post and marker be placed at all points of road crossings of the pipeline and the Pipeline Owner shall be responsible to maintain the signs.



Schedule “C”

Modifications and/or Additional Conditions

Schedule “D”

General Rules for Contractors on Municipally-Controlled Property

1. Consuming or being in possession of alcohol or illegal drugs while working on municipally-controlled property is prohibited.
2. Fighting, dangerous and/or damaging horseplay, and/or practical jokes, or otherwise interfering with other workers is prohibited.
3. All unsafe acts and conditions, including “near miss” incidents, are to be reported to appropriate supervisor promptly.
4. All incidents that result in damage or injury are to be reported to your supervisor immediately.
5. First aid treatment is to be obtained promptly for any injury.
6. Personal Protective Equipment, as required, is to be worn at all times on all job sites.
7. All work shall be carried out in accordance with Occupational Health and Safety Regulations safe work practices.
8. Only those tools and equipment that are in good repair, with all guards and safety devices in place, shall be used.
9. Every worker shall keep his/her work area neat, clean, and orderly.
10. Medical conditions or medication that could affect employees; abilities to operate equipment or carry out his/her duties must be reported to the appropriate supervisor.
11. All Pipeline Owners, Contractors, and relevant parties shall be familiar with the contents of the Memorandum of Agreement and must adhere to the General Rules for Contractors Working on Municipally-Controlled Property.

The foregoing safety information does not take precedence over Occupational Health and Safety Regulations.

This has been reviewed pursuant to Clause 3.4.3 of the Memorandum of Agreement with the Municipality’s safety personnel and we certify we understand the contents herein and agree to abide by them.

Date: _____

Witness

Pipeline Owner

Contractor