

**WHEATLAND COUNTY**  
**ACCESS AND WORK AGREEMENT**

**BETWEEN:** Wheatland County  
242006 RR 243  
Wheatland County, AB  
T1P 2C4

(Hereinafter called the “Municipality”)

**AND:**

(Hereinafter called the “Contractor”)

**WHEREAS** the Contractor wishes to utilize property owned by the Municipality, or which is under the direction, control and management of the Municipality, and subject to the terms and conditions set out herein the Municipality is willing to grant access to the Contractor at the location(s) and for the purposes set out herein.

**NOW THEREFORE** the parties hereto agree as follows:

1. The Schedules set out below which have a mark beside them are included in and form part of this Agreement:

A1 – Roadside Haying	
A2 – Haying on County Owned Land	
A3 – Roadside Work	X
A4 – Excavation	X
A5 – Dust Control	X
A6 – Texas Gate	
A7 – Signs and Signage	X
A8 – Pipeline Crossing	
A9 – Road Approach	X
A10 – Road Crossings – Utilities	
A11 – Road Crossings – Water Lines	

Miscellaneous Schedules as follows:	
Rural Road Approach Standards	
Urban Driveway Standards	

2. The term of this Agreement will be from the date signed to \_\_\_\_\_
3. The description and location of the work contemplated by this Agreement are as follows:

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**Wheatland County will be notified with a description of work regarding time frame, location and equipment being used prior to work commencing.**

4. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor’s acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor’s employees, agents or subcontractors.
5. Paragraph 4 of this Agreement will survive the expiry or termination of this Agreement.
6. The Contractor may be contacted as follows:

**Contractor’s Contact Person:**


Name(s): \_\_\_\_\_


Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

7. The County’s contact information is as follows:

Wheatland County Office  
242006 Range Road 243  
Wheatland County, AB T1P 2C4

 403-934-3321

 [transportation@wheatlandcounty.ca](mailto:transportation@wheatlandcounty.ca)

 [wheatlandcounty.ca](http://wheatlandcounty.ca)

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8. We, the undersigned, understand and agree to the terms and conditions of this Agreement, inclusive of the Schedules forming part of this Agreement:

Contractor: \_\_\_\_\_  
Signature Name (printed)

Contractor: \_\_\_\_\_  
Signature Name (printed)

Date: \_\_\_\_\_

This Access and Work Agreement is hereby accepted and approved on behalf of the Municipality:

Approval Authority: \_\_\_\_\_  
Signature Name (printed)

Approval Authority: \_\_\_\_\_  
Signature Name (printed)

Date: \_\_\_\_\_

**WHEATLAND COUNTY**  
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**Schedule A1 – Roadside Haying**

1. Application for haying of municipal right of ways will be accepted up to June 30 with priority given to adjacent landowners.
2. All areas listed for haying on the access and work agreement must be cut by the applicant. Failure to do so may result in denial of future haying requests.
3. Haying operations will be conducted in a safe and workman like manner that creates no hazard to traffic.
4. Due to safety concerns bales must be left 3 or more meters from the edge of the road.
5. Bales must be removed within 10 days of baling.
6. Bales must not be left in an area that will block drainage.
7. It is understood and agreed that there may be herbicides present from Wheatland County's weed control program.
8. The Contractor shall, without limiting his obligations herein, and at his own expense, provide and maintain Farm, Comprehensive or Commercial General Liability Insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence against bodily injury, personal injury and property damage, and completed operations liability. The Municipality is to be added as an **additional insured** under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the municipality, shall be provided to the municipality prior to the commencement of any work.
9. Any cost incurred by Wheatland County to enforce these conditions may be charged back to the applicant.
10. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
11. Paragraph 10 of this Schedule will survive the expiry or termination of this Agreement.

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**Schedule A2**  
**Haying on County Owned Land**

1. Subject to the terms and conditions of this Agreement, the Contractor is granted access to County Lands legally described as:  
  
 , for the purpose of removing hay from those Lands.
2. The Contractor shall, without limiting his obligations herein, and at his own expense, provide and maintain Farm, Comprehensive or Commercial General Liability Insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence against bodily injury, personal injury and property damage, and completed operations liability. The Municipality is to be added as an **additional insured** under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the municipality, shall be provided to the municipality prior to the commencement of any work.
3. The Contractor shall provide and maintain **automobile liability insurance** on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than **\$2,000,000**.
4. The Contractor shall be the "Prime Contractor" for all work contemplated hereby within the meaning of the *Occupational Health and Safety Act*, and shall comply with all safety regulations under the *Occupational Health and Safety Act*, all pertinent provincial regulations and the Municipality's policies and bylaws.
5. Bales must not be left in an area that will block drainage.
6. The Contractor will conduct its haying operation in a good, safe, and workman like manner. All bales must be removed from the Land by September 31, of the year in which the haying is conducted, or such other date as the Municipality may agree, in writing, failing which, all bales will become the property of the Municipality.
7. The Contractor will be responsible for weed control and all associated costs on the lands in consultation with the Agricultural Fieldman. This Agreement may be terminated, at any time, if an agreement on weed control cannot be reached, or this agreement is otherwise breached. The Contractor acknowledges and agrees however that there may be herbicide present on the Land as a result of the Municipality's previous Weed Control work.

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8. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
  
9. Paragraph 8 of this Schedule will survive the expiry or termination of this Agreement.

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**Schedule A3**  
**Roadside Work**

- 1 The Contractor shall provide a minimum of two working days notification to the Municipality of the specific location, type of work and expected time period for all work to be undertaken. However, in the event of an emergency, the Contractor will provide this information as soon as possible.
- 2 The Contractor shall provide and maintain comprehensive **general liability insurance** in an amount not less than **\$5,000,000** inclusive per occurrence. The Municipality is to be added as an **additional insured** under this policy for any and all claims arising out of the Contractor's operations. The policy shall be endorsed to state it is primary and will not require pro rata sharing of any loss by any insurer of the Municipality. Evidence of such insurance, in a form acceptable to the Municipality, shall be provided to the Municipality prior to the commencement of any work.
- 3 The Contractor shall provide and maintain **automobile liability insurance** on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than **\$5,000,000**.
- 4 The Contractor shall be the "Prime Contractor" for all work contemplated hereby within the meaning of the *Occupational Health and Safety Act*, and shall comply with all safety regulations under the *Occupational Health and Safety Act*, all pertinent provincial regulations and the Municipality's policies and bylaws.
- 5 The Contractor represents and warrants that it is covered by Workers Compensation, and that all amounts due to Workers Compensation will be paid by the Contractor in accordance with the *Workers Compensation Act*.
- 6 **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
- 7 Paragraph 6 of this Schedule will survive the expiry or termination of this Agreement.
8. This Agreement may be terminated by the Municipality or its representative upon providing written notice to the Contractor, including, but not limited to, termination for unsatisfactory service or failure to comply with the terms or conditions of this Agreement.

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**Schedule A4**  
**Excavation**

1. Prior to any excavation conducted on a County road or road allowance, the Contractor shall:
  - a. Contact Alberta 1<sup>st</sup> call for locations of any underground utilities or pipelines;
  - b. Contact adjacent landowners affected by the construction;
  - c. Provide a traffic accommodation strategy, unless excused from this provision, in writing, by the Municipality; and
  - d. Provide the Municipality's Manager of Transportation and Infrastructure with confirmation of all of the above, prior to commencing work.
2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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**Schedule A5**  
**Dust Control**  
**(County Policy – Section 9.4.3)**

1. The Contractor shall comply with the Municipality’s policy regarding Dust Control, as it may be amended or changed from time to time. The following sub-section of the Dust Control Policy applies to outside parties seeking approval to complete dust control applications on County roadways. For the complete policy 9.4.3 Dust Control, please refer to wheatlandcounty.ca:

**Dust Control by Non-County Workforces**

Non-County Workforces may provide dust control services on Local Roadways only upon written authorization from Wheatland County, in the form of an Access and Work Agreement and a location-specific Third-Party Dust Control Authorization Form.

**General Provisions and Limitations**

County-Supplied Dust Control is not available for privately owned roads or driveways, nor within undeveloped public road allowances.

To facilitate road maintenance activities, Wheatland County may extend dust control application lengths to eliminate small gaps of untreated roadway between adjacent dust control applications. Where this is done for Purchased Dust Control applications, this will be completed at no additional cost to the applicant.

The following general limitations apply to all Dust Control applications on Local Roadways and Local Provincial Highways:

- Dust Control products applied to roads are intended to help suppress the formation of air-borne dust originating from the road surface, but they do not eliminate the formation of all air-borne dust. Wheatland County does not guarantee the dust-mitigating effectiveness of any dust control products or applications.
- Wheatland County will perform work on or within any roadway, as needed, to maintain roadway safety, integrity, and drainage. This includes locations where dust control has been or is scheduled to be applied. Work may include, but may not be limited to, grading, ripping, pulverizing, reclaiming, and/or repacking of the roadway.
- If a road section, for which Spray-Applied Dust Control was previously applied, becomes rough, or wash boarding occurs, at any time after application, it will be graded along with the adjoining roadway without the reapplication of the dust control product, except that the Purchased Dust Control warranty provisions provided in this Policy still apply within the specified warranty period.

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- Applications of Spray-Applied dust suppression generally lose much of their effectiveness during the months following initial application. Any section of Local Roadway on which Spray-Applied dust control product was applied will be graded routinely, along with the adjoining roadway, after November 1st of any given year.
  - Wheatland County does not manage or maintain Local Provincial Highways. All applications of County-Supplied Dust Control, including Purchased Dust Control, on Local Provincial Highways are subject to the approval of, and any action by, the Provincial Road Authority.
2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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**Schedule A6**  
**Texas Gates**  
**(County Policy - Section 9.4.5)**

1. The Contractor shall comply with the Municipality's policy regarding Texas Gates, as it may be amended or changed from time to time. The current Texas Gates policy is as follows:
  - a. Texas gates are not supplied by the County. If a person wishes to install a Texas Gate, he must obtain permission from the County, it must be built to County specifications, he must pay all costs of the gate and installation and all future maintenance.
  - b. The following shall apply:
    - Council, upon request from a person who is an owner, purchaser, or lessee of land may by By-law, authorize such person to construct a Texas Gate across a municipal road at such place and according to such specifications and conditions as may be contained in the by-law.
    - A Texas Gate shall be constructed and kept in a reasonable state of repair by the person receiving permission to construct it.
    - If that person does not keep the Texas Gate referred to in this section in repair, that person and not the municipality, is liable for damages sustained by any person by reason of default.
  - c. The Texas gate, not including any moveable fence, shall be built to the following minimum standards:
    - Length: 6.7 m (22 ft.)
      - Width: 1.83 m (6 ft.)
      - Depth: .61 m (2 ft.)
      - Strength: 49,896 kg (110,000 lb) minimum capacity
      - Elevation: same as roadway or maximum of 2" (5 cm) higher.
  - d. The length of the Texas Gate may be reduced to the same width as the existing roadway.
  - e. The person or corporation making this application shall also be responsible for any damage to or caused by livestock.
  - f. Any person requesting a Texas Gate must first make an application to Council to receive by-law approval, sign an "Access and Work Agreement", and comply with the Texas Gate standards as set out in this policy.

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2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
  
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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**Schedule A7**  
**Signs and Signage**  
**(County Policy – Section 9.4.9)**

1. The Contractor shall comply with, the Municipality’s policy regarding signs and signage, as it may be amended or changed from time to time. The current municipal policy is as follows:

The purpose of this policy is to establish standards and guidelines for the placement of temporary signs or signage in municipal right of ways and specifically applies to signage used during rig moves, truck hauls and other short-term projects such as application of dust control products on municipal roads, etc.

- a. Approval must be obtained from the Manager of Transportation & Infrastructure prior to the placement of any sign in the municipal right of way.
  - b. It is the responsibility of the applicant to ensure all necessary line locates (such as Alberta One Call) are done prior to the installation of any signage.
  - c. Road construction signs must meet the requirement contained within the Manual of Uniform Traffic Control Devices for Canada, Traffic Accommodation in Work Zones – Second Edition, and also meet the standards for such signs set out by Alberta Transportation.
  - d. Non-reflective and/or homemade signs are not acceptable.
  - e. Signs are to be installed prior to the commencement of any work and removed in a timely manner after the completion of the project.
  - f. Signs are to be set back a minimum of three (3) metres from the shoulder of the road surface.
2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor’s acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor’s employees, agents or subcontractors.
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.
4. The following attachments also form part of this Agreement:

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**Schedule A8**  
**Pipeline Crossing**

**Pipeline Crossings Requirements (County Policy – Section 9.4.7)**

1. The Contractor shall comply with, the Municipality’s policy regarding pipeline crossing requirements, as it may be amended or changed from time to time. The current municipal policy is as follows:

Road crossings for gas and oil pipelines are approved by the Public Works Department. The County requires that the gas and oil pipelines be buried a minimum of 1.2 metres (47 inches) below the lowest part of the ditch for low pressure lines and a minimum of 1.4 metres (55 inches) below the lowest part of the ditch for the high pressure lines.

- a. The Municipality grants to the Contractor permission to construct, install, repair and maintain a pipeline(s) under the Municipal Roads (hereinafter called the “Crossing”) upon the proper and timely fulfillment of all the terms and conditions of this agreement.
- b. The Contractor shall only be permitted to cross Municipal Roads upon making advance application to the Municipality for each crossing or crossings per job.
- c. All open cut or bored crossings require an “Access and Work Agreement”.
- d. The Contractor shall select a location for the pipeline crossing, which gives due consideration to any features of the Municipal Roads, as well as any known plans by the Municipality to upgrade or relocate the Municipal Roads so as to avoid any pipeline crossings which may have a detrimental effect on the future operation or upgrading of the Municipal Roads, and the Contractor shall, along with its’ application provide a detailed plan of the proposed location of the proposed pipeline crossing.
- e. Costs:
  - the Contractor acknowledges and agrees that every cost and expense incurred in the installation, construction and future maintenance and repair of the pipeline(s) within the Municipal Road shall be the responsibility of the Contractor;
  - in the event that the Municipality shall at any time in the future require that the Contractor make any modifications, adjustments, relocation or other alteration of the pipeline(s) within the Municipal Road right-of-way or allowance or within thirty (30) metres on either side of the said right-of-way or allowance, the Contractor, at the sole cost and expense of the Contractor, shall carry out any such modifications, adjustment, relocation, or alteration in a prompt and efficient manner with a maximum of 60 days’ notice.

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- f. With respect to all operations carried out by the Contractor in and adjacent to the Municipal Road, the Contractor shall:
- insure that any lines being buried adjacent to Municipal Road allowance will be a minimum of fifteen (15) metres from the legal boundary of the said road allowance, however, any lines buried within thirty (30) metres are subject to [clause d.] noted above.
  - any proposed pipelines located closer than thirty (30) metres maybe approved by the Public Works Department on a case by case basis. Approved relaxation will require a relaxation agreement to be signed by the landowner, pipeline company, and Wheatland County. The relaxation will be applied to the certificate of title for that, land as a caveat. Relaxations will not be permitted to within five 5 metres from the property line. Relaxation agreements will require that the company operating the pipeline to move the pipeline at the County's request and in a timely manner when road construction occurs in the adjacent road right-of-way.
  - construct the pipeline crossing(s) as per the designated construction method, as close to a 90 degree angle as possible to the Municipal Road without any vertical or horizontal bends in the pipeline and to the construction limits and depths of two (2) metres below the surface of the Municipal Road and in no place less that (1.4) metres below the lowest point of the ditch for high pressure pipelines (defined as being designed or intended to be operated at a pressure in excess of 700 kPa) and no less that 1.2 metres for water pipelines or low pressure pipelines (defined as being designed or intended to be operated at pressure of 700 kPa or less).
  - construct pipeline crossings of a developed Municipal Road by boring and without damage or disturbance to the roadway surface or embankment, and with no open excavations permitted within three (3) metres of the edge of the traveled Municipal Road surface. When location conditions prevent the use of boring, with written approval of the Municipality they may be made by the open cut method.
  - construct pipeline crossings of undeveloped Municipal Roads using the open cut method;
  - backfill, compact trim and reseed all excavations and disturbances created within the Municipal Road right-of-way or allowance to the satisfaction of the Municipality and shall be responsible for all future work and costs required to correct any settlement, erosion or other adverse impacts to the Municipal Road resulting from the construction, operation maintenance of the pipelines(s);
  - route any pipelines that fall within 3.2 km of any urban centre so as not to conflict with long term expansion possibilities of the urban centre;

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- install, operate and maintain the pipeline(s) in accordance with all pertinent Acts and Regulations and in a manner so as not to interrupt, interfere with or endanger public usage of the Municipal Road and shall provide proper and adequate signage, barricades and traffic control at all times that work is being carried out at the pipeline crossings(s);
  - carry out and obey all directions, orders and requirements of the Municipality with respect to traffic control, signage and barricades within the right-of-way of the Municipal Road.
- g. All applicants shall register and maintain a membership in good standing with the **Alberta One-Call Corporation**. All costs associated with obtaining and maintaining membership with the Alberta One-Call Corporation shall be borne by the applicant.
- h. Notification of work:
- the Contractor; except in the case of an emergency shall provide a minimum of two working days notification to the Municipality of its' intentions to commence pipeline construction or carry out activities at the Municipal Road crossing;
  - the Municipality shall notify and enter into a Pipeline Crossing Agreement with the Contractor prior to constructing or reconstructing a road or carrying out any ground disturbance within a Municipal Road right-of-way or allowance which will affect the controlled area of a pipeline crossing as defined in the Pipeline Act (Alberta);
- i. Inspection of Work:
- The Contractor shall prior to backfilling the pipeline(s) installation within the Municipal Road right-of-way or allowance provide a minimum of two working days' notice to the Municipality to allow for inspection of the pipelines(s) installation.
  - If directional boring method is used, the Municipality shall verify depth while boring is taking place, or the Contractor shall provide a written record of recorded depths to the Municipality. If, in the future, it is found that actual depths vary significantly from depths specified in this agreement, then the Contractor would be held responsible for future lowering or modification costs if required, in the event of road construction costs or maintenance work being carried out.
- j. Pipeline Markers:
- The Contractor shall install permanent pipeline marker signs on both sides of the Municipal Road right-of-way or allowance boundary indicating the existence and location of the pipeline(s). Regular and emergency contact phone numbers must be included.

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k. As-Builts:

The Contractor shall within ninety (90) days of the completion of the construction or installation of the pipeline(s) within the Municipal Road right-of-way or allowance shall provide the Municipality with as-built drawings for each pipeline crossing location indicating the as-built location and depth of pipeline relative to the road allowance and the structure within to the satisfaction of the Municipality.

l. Waiver of Damages:

The Contractor shall not make any claim against the Municipality for any loss or damage caused to the Contractor's pipeline within the road allowance unless such loss or damage is directly attributable to the sole negligence of the Municipality.

m. Indemnity:

The Contractor shall save the Municipality harmless from all liability, claims, suits or actions related to the construction, operation, maintenance and existence of its' pipeline(s) and related facilities within or near the pipeline crossing(s) of a Municipal Road except where such may result from the negligence of the Municipality.

2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.**
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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Contractors  
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**Schedule A9**  
**Road Approaches**  
**(County Policy – Section 9.4.4)**

1. The Contractor shall comply with the Municipality's policy regarding Road Approaches, as it may be amended or changed from time to time. The current Road Approaches policy is as follows:

**Road Approaches**

The Administration of road approaches is handled through the Public Works Department. The actual checking of road approaches is done by the appropriate County Staff.

- a. The applicant must complete an Application for Road Approach. This application must include a construction date. A \$1000.00 deposit will be required with the application. This deposit will be refunded when the installation of the approach has been completed to the County's standards, the satisfaction of the County Land Agent and the municipality gives the final approach approval. Approaches should be constructed within one week of the construction date indicated on the application. The applicant is required to provide notice to the County should this construction completion time line not be met. Should this notice not be provided to the County, the County shall retain the right to retain the applicant's deposit.
- b. All proposed road approaches must be inspected by the public works department prior to installation and again upon completion of installation. The approach location must be clearly marked with survey stakes prior to inspection. A charge of \$50.00 will be charged to commercial applicants should an approach not be marked prior to inspection. The County will require a minimum of 30 days notice for inspection of an approach location.
- c. A fee of \$150.00 will be charged for each commercial pre and post approach inspection. A review of an existing commercial approach will be charged \$150.00 per inspection. (Approach inspections will include a preliminary approval inspection at a fee of \$150.00 prior to construction and a final inspection once the approach is completed at a fee of \$150.00.) A commercial approach is an approach to access an operation other than farm or residential.
- d. No approach approval shall be considered complete until the final inspection is completed and the application is signed by the appropriate County Staff.
- e. All road approaches must be constructed and maintained in accordance with Wheatland County's current Road Approach Standards, as amended from time to time. A copy of the standards is attached and forms part of this Agreement. The Contractor is responsible for ensuring compliance with these standards and for any associated approvals or inspections required by the County.

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2. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
  
3. Paragraph 2 of this Schedule will survive the expiry or termination of this Agreement.

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**Schedule A10**  
**Utilities – Underground Power Lines, Telephone Lines**  
**and Fibre Optic Cables**

1. Road crossings for power lines and communication lines shall be approved by the Public Works Department. However complex proposals will be reviewed by Council prior to approval.
2. Power lines and communication lines shall be buried a minimum of 1.2 metres (47 inches) below the lowest part of the ditch.
3. Approvals will be forwarded to the Public Works Superintendent for information.
4. Telephone upgrading grid information is to be forwarded to the Manager of Transportation & Infrastructure for consideration in future road construction. The Public Works Department will then forward the information to TELUS.
5. Underground crossings will be made using casing or be uncased as required by the County and be installed by the boring method. However, when location conditions prevent the use of boring, crossings may be constructed by the open ditch method with written approval of the County. In this case, it shall be the Contractor's responsibility to ensure that the backfill is properly compacted to prevent settlement detrimental to the use of the roadway.
6. All open cut or bored crossings require an "Access and Work Agreement".
7. Crossings must be clearly and permanently marked on the property lines on both sides of any road allowance being crossed. The marker signs shall include regular and emergency contact phone numbers.
8. The present and future owners of the proposed utility will, at their expense and immediately upon request of Wheatland County, move or relocate any part of the utility system under a statutory or surveyed road allowance.
9. When crossings are cased the casing shall extend the full width of the right-of-way of the road.
10. The Contractor, in addition to meeting Wheatland County requirements, shall adhere to the latest requirements of Alberta legislation and Regulations and all laws and standards of the Government of Canada.
11. The Contractor shall register and maintain a membership in good standing with the **Alberta One-Call Corporation**. All costs associated with obtaining and maintaining membership with the Alberta One-Call Corporation shall be borne by the applicant.
12. Irrigation service water or spill water shall be conveyed in a dedicated ditch and will not be allowed to run in the road ditch.

**WHEATLAND COUNTY**  
**ACCESS AND WORK AGREEMENT**

13. **The Contractor hereby releases, indemnifies and holds harmless the Municipality,** and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
  
14. Paragraph 13 of this Schedule will survive the expiry or termination of this Agreement.

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**WHEATLAND COUNTY**  
**ACCESS AND WORK AGREEMENT**

**Schedule A11**  
**Road Crossings/Water Lines**

1. Road crossings for water pipelines shall be approved by the Public Works Department. Water pipelines shall be buried a minimum of 1.2 metres (47 inches) below the lowest part of the ditch.
2. Crossings shall be made using steel or plastic pipe, cased or uncased as required by the County and installed by the boring method. However, when location conditions prevent the use of boring, crossings may be constructed by the open ditch method with written approval of the County. In this case, it shall be the applicant's responsibility to ensure that the backfill is properly compacted to prevent settlement detrimental to the use of the roadway.
3. All open cut or bored crossings require an "Access and Work Agreement".
4. Crossings must be clearly and permanently marked on the property lines on both sides of any road allowance being crossed. The marker signs shall include regular and emergency contact phone numbers.
5. The present and future owners of the proposed pipelines shall, at their expense and immediately upon request of Wheatland County, move or relocate any part of the pipeline system under a statutory or surveyed road allowance.
6. When crossings are cased the casing shall extend the full width of the right-of-way of the road.
7. The Contractor, in addition to meeting Wheatland County requirements, shall adhere to the latest requirements of Alberta legislation and Regulations and all laws and standards of the Government of Canada.
8. The Contractor shall register and maintain a membership in good standing with the **Alberta One-Call Corporation**. All costs associated with obtaining and maintaining membership with the Alberta One-Call Corporation shall be borne by the applicant.
9. Service water shall be conveyed in a dedicated open ditch and will not be allowed to run in the road ditch.
10. **The Contractor hereby releases, indemnifies and holds harmless the Municipality**, and its employees, agents, representatives, and related entities from any and all liability which may arise from or be related to the Contractor's acts or omissions, or anything arising from or associated with this Agreement or the matters set out herein, including, without restricting the generality of the foregoing, any and all third party claims, demands, actions or proceedings that may arise, directly or indirectly, out of any act, failure to act or omission of the Contractor, or the Contractor's employees, agents or subcontractors.
11. Paragraph 10 of this Schedule will survive the expiry or termination of this Agreement.

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