



OPERATIONS DEPARTMENT
38106 Rge Rd 275, Red Deer County, AB T4S 2L9
Phone: 403.350.2150 Fax: 403.346.9840

Your File No.: _____

Our File No.: _____

PERMIT FOR TEMPORARY WATER LINE

DATED AT RED DEER IN THE PROVINCE OF ALBERTA THIS _____ DAY OF _____

WHEREAS _____
(Company Name)

OF _____

(Address)

(Hereinafter referred to as "the Applicant") has applied to Red Deer County (hereinafter referred to as "the County") for permission to construct a temporary water line along and/or crossing a Right of Way under the control and management of the County, and as more particularly shown on the plan deposited with such application, and at the following location(s):

NOW THEREFORE, the County does hereby, in consideration of the Applicant observing the covenants and conditions hereinafter set forth, grant unto the Applicant the right, privilege and license to construct the temporary water line.

1. **THAT** the right, privilege and license is hereby granted by the County to the applicant for the purposes of the laying down, maintaining, inspecting, operating and removing of the Applicant's temporary water line within the right of way.
2. **WHERE** it is required that traffic be detoured around any road allowance construction area, on account of the construction of a temporary water line by the Applicant, a detour shall be provided by the Applicant and shall be adequately maintained, with ample lights, flares, barricades and warning signs and devices being erected throughout and adjacent to the construction area. During construction and decommissioning of water lines and pumps, certified traffic control must be in place at all times when trucks, men and equipment are on the road.
3. **THAT** the Applicant shall arrange road crossings and approach crossings through drainage culverts or under bridges whenever possible. In the event of significant precipitation or snow/ice melt events, the applicant will monitor surface flows and, if deemed necessary by either the Applicant or the County, turn off pumps, so that water lines under pressure will not reduce culvert capacities.
4. **THAT** prior to installation of temporary water lines, the Applicant will assess all culverts intended for use, with a purpose of ensuring that said culverts are functional (ie, relatively free of silt and miscellaneous blockage). If blockage is present, the Applicant will be responsible for clearing the blockage with hydrovac technology (or equivalent).
5. **IF** a centerline culvert is not available for a road crossing, a road surface crossing may be approved. The Applicant shall be responsible for properly marking road surface crossings with warning signs. All such

warning signs shall be placed and maintained on each side of the utility right of way to identify the crossing location. A scaled diagram of the proposed road surface crossing (cross-section view) must be provided to the County prior to approval.

6. **THAT** all temporary water lines will be placed in the bottom of the County ditches (except for crossing locations as mentioned above). Any other location must be approved by, and have the written consent of the County. Under any such written consent, the Applicant shall be responsible for relocating the temporary water line at no expense to the County whenever reasonably required by the County for any purpose, including road construction, drainage ditches, or otherwise.
7. **THAT** the Applicant agrees to relocate the temporary water line, at the Applicant's cost, within the existing right of way upon receipt of at least seven (7) days' written notice from the County and provided that the relocation of the line is reasonably required by the County.
8. **THAT** nothing contained in this Agreement shall be deemed to limit or in any manner prohibit the County from fully using and enjoying any portions of the said roadway/road allowance where the temporary water line has been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the applicant is strictly limited to the rights expressly granted herein to the said Applicant.
9. **THAT** the process is intended to encompass jobs by the Applicant for temporary water infrastructure on or above land within the MA's jurisdiction which satisfies the following criteria:
 - 9.1. All temporary water line pumps, hose spools (and similar obstructions) will be placed outside of the clear zone as defined in the Alberta Infrastructure and Transportation Roadside Design Guide (2007); and
 - 9.2. Proposed facilities that DO NOT require activities which would affect County roads, crossings or drainage structures.
10. **THAT** the Applicant agrees to at all times hereinafter indemnify and keep the County indemnified against all actions, claims and damages that may be lawfully brought or made against the County by reasons of anything done by the Applicant, its agents or contractors, in the exercise or purported exercise of the rights, privileges and licenses herein granted to the Applicant.
11. **THAT** the Applicant agrees they will be responsible for any and all road damages. At discretion of the County, a road use agreement may also be required and security in the form of cash or certified cheque.
12. **THAT** if at any time, it is shown to the satisfaction of the County that the conditions hereinbefore set forth are not being strictly complied with by the Applicant, **12 HOURS** notice may be given to the applicant by the County, within which to comply with the said conditions and upon failure to do so within the said 12 hours, then any rights or privileges hereby granted shall at once cease and determine and the Applicant shall be taken to have constructed and to operate the said works without any permission or authorization from the County. If any deficiency of work has occurred or any restoration, rehabilitation or reclamation is required, then the County may undertake to arrange for the same to be done and all costs of the County incurred in order to complete the deficiency of work or restoration, rehabilitation or reclamation shall be a claim in respect of which the County may, by action, enforce. Prior to installation, the Applicant must provide to the County an Emergency Response Plan specific for the water lines and pumps. At any time during the use of the water lines, County reserves the right to view the daily logs and reports of the line and pumps, daily inspections, by operator.
13. **THAT** in the case of breakage of the Applicant's temporary water line or other emergency, that Red Deer County must be notified immediately.
14. Subject to Clause 16, the Applicant shall not assign this agreement without the prior written consent of the County, which consent shall not be reasonably withheld.
 - 14.1. The Applicant may, without the prior written consent of the County, assign this agreement by way of security to any lender providing the financing to the Applicant.

- 15. **THAT** this permit does not excuse violation of any other County Bylaw or Provincial Act or Regulation which may affect this project.
- 16. **THAT** this permit is issued subject to the approval of the County Director of Operations.
- 17. **THAT** Prior to installation, Applicant must meet with County representative to pre-approve the pipeline route and change according to County direction. Upon completion of installation, County will inspect the lines. Upon decommissioning and removal of all lines and equipment, a post inspection will be completed by County. A sign off by both Applicant and County to this agreement must be completed. There will be a fee of \$150 for each of the three (3) County inspections.
- 18. **THAT** when Applicant is working within the boundaries of a statutory road allowance or registered roadway, county reserve or county owned or administered properties for the purpose of construction, it shall complete the said job with all convenient dispatch and, upon completion thereof, shall restore the said lands to a state of repair, as near as practical, to the condition that existed immediately prior to the commencement of such job. Upon default of such restoration by Applicant, the County may, upon reasonable notice to Applicant, undertake such restoration Job and Applicant shall be liable for the cost thereof.
- 19. **THAT** Applicant shall give the Operations Department of Red Deer County advanced notice of 2 business days prior to start of pumping.

RED DEER COUNTY

APPLICANT

Operations Services Director

Company

Signature

Name/Title

Signature