

SMOKY LAKE COUNTY



Title: Industrial Road Use Standards and Procedures	Policy No.: 12-01
Section: 03	Page No.: 1 of 5

Legislation Reference:	Alberta Provincial Statutes
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Purpose:	To have a good working relationship with the Oil Industry and to designate County roads that are used to access specific legal locations thereby protecting County infrastructure and identify roads for maintenance requirements due to designated traffic.
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Policy Statement and Guidelines:

Companies may sign agreements for specific Well Locations, so routes can be established and approved with the following conditions:

1. The Company and the County will establish Haul Routes.
2. The Company shall work with the County to provide Oiled Dust Control where local concerns are raised due to Oil Traffic when requested by the County.
3. Road Maintenance and Repair on roads used by the Company as follows:
 - a. **Oiled surfaced road:** To be negotiated with the County prior to use.
 - b. **Gravel Surface Roads:** To be negotiated by Company and the County with the County having sole discretion on maintenance requirements above the general guidelines of the County maintenance program. If no agreement is reached, the County may ban the road to minimize additional damage.
4. The Company will obtain permission prior to commencement of any road improvements being done by the Company on County road allowances. Any road improvements done on County road allowances will be built to County standards and specifications.
5. Mud, clay and other debris deposited on County roads by the Company or its contractors, agents from oil sites because of rig moves or other reasons is to be removed immediately, if not County will remove such debris and invoice the Company.

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Policy Statement and Guidelines:
<p>6. The Company shall be responsible for proper installation of approaches to oil sites; i.e., proper culverts sizes, proper widths, etc. All such approaches require a Development Permit: Schedule "A" from the County at a cost of \$100.00 and a letter stating the Company agrees to build to County standards. If not built to County standards and after 30 days notice from the County, the County will then build the approach to standard and invoice the Company; or the County will remove the approach. One letter will be kept on file from each Company stating they agree to these terms and this will be sufficient for the approach deposit.</p> <p>7. The Company shall advise the County at least two days in advance of any oil rig moves and site developments. This shall not apply to service rigs. Haul roads for drilling rigs and associated services will be determined at this time.</p> <p>8. Communications regarding roads between the Company and the County shall be between the Area Supervisor for the Company and the Public Works Superintendent or Industry Liaison Officer for the County.</p> <p>9. No equipment or other paraphernalia shall be left on road right-of ways.</p> <p>10. The Company shall idemnify and save harmless the County from any actions, which the County may incur by reasons of the Company's activities on the County property including road allowances.</p>

	Date	Resolution Number
Approved	May 23, 2002	# 380 – Page # 7293
Amended		
Amended		

SCHEUDULE "A"

DEVELOPMENT AGREEMENT FOR ROAD ACCESS

BETWEEN:



SMOKY LAKE COUNTY
Box 310, Smoky lake, Alberta T0A 3C0
(herinafter called the "County")

And

Address: _____
(herinafter called the "Developer")



For the construction of an approach by the developer in Smoky Lake County subject to the following terms and conditions:

Legal Location: _____ as outlined on the attached survey plan.

All approaches require a **Development Permit** from the County at a cost of **\$100.00** and a letter stating the Company agrees to build to County standards. If not built to County standards and after 30 days notice from the County, the County will then build the approach and invoice the Company; or the County will remove the approach. One letter will be kept on file from each Company stating they agree to these terms and this will be sufficient for the approach approval.

1. The Developer must notify the County at least 48 hours before commencing any work on the project.
2. Marker signs must be placed by the Developer, in the immediate vicinity of the work at the time of construction.
3. The Developer shall be responsible for all damages to the County owned facilities, even if the work is carried out in the presence of the County employees or agents.

Development Agreement for Road Access

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4. The Developer shall hereby indemnify the Smoky Lake County from any damages, costs, or claims against it, now or in the future arising out of the use of the road except for damages caused by negligence or willful misconduct by the Smoky Lake County, its employees or agents.

5. **Other Conditions:**

Construction of Approach:

- Minimum of 500 mm in diameter culvert, 10 meters in length. All culverts to be sized to drainage requirements.
- Access required for continuous use by Semi-trailer unit shall have a minimum width of 10 meters top complete with culvert length to suit side slope requirements.
- Base; compacted clay.
- Finish grade; minimum 2 inches of ¾" crushed road gravel.
- Minimum width of top 10 meters.
- 3:1 side slope for local improved roads.
- New approach elevation to tie into existing road, unless higher grade is required, then the existing road will be upgraded to require elevation. Approach to be 2% drop grade from County Road.

APPROVED AND ACCEPTED this _____ day of _____, 20_____

THE MUNICIPALITY:

Smoky Lake County
P.O. Box 310
Smoky Lake, Alberta
T0A 3C0

Chief Administrative Officer

THE COMPANY

Print Name

Position

Signature

**INDUSTRIAL ROAD USE
STANDARDS AND PROCEDURES**

BETWEEN

SMOKY LAKE COUNTY
(hereinafter called “the County”)



AND

(hereinafter called the “the Company”)

Legal Well Location: _____

1. The Company and the County will establish haul routes.
2. The Company shall work with the County to provide oiled dust control where local concerns are raised due to oil traffic when requested by the County.
3. Road maintenance and repair on roads used by the company are as follows:
 - a) **Oiled surfaced road:** To be negotiated with the County prior to use.
 - b) **Gravel Surface Roads:** To be negotiated by Company and the County with the County having sole discretion on maintenance requirements above the general guidelines of the County maintenance program. If no agreement is reached, the County may ban the road to minimize additional damage.
4. The company will obtain permission prior to commencement of any road improvements being done by the company on county road allowances. Any road improvements done on county road allowances will be built to county standards and specifications.
5. Mud, clay and other debris deposited on County roads by the company or it’s contractors, agent form oil sites because of rig moves or other reasons is to be removed immediately, if not the county will remove such debris and invoice the company.
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8. Communications regarding roads between the Company and the County shall be between the area supervisor for the Company and the Public Works Superintendent or Industry Liaison Officer for the County.
9. No equipment or other paraphernalia shall be left on road right-of-ways.
10. The Company shall idemnify and save harmless the County from any actions, which the County may incur by reason of the Company’s activities on the County property including road allowance.

Specific Concerns: _____

COMPANY REPRESENTATIVE

SMOKY LAKE COUNTY

Signature

Chief Administrative Officer

Date: _____

Date: _____