



Policy

Utilities within County Road Allowance

Policy Number: PDS 7004-03

Supersedes Policy Number: PDS 7004-02

Approved by Council: June 16, 2025

Next Review Date: 2029

Resolution No: 2025-163

Last Review Date: October 2023

POLICY STATEMENT

The County is committed to ensure all Utilities installed within any of the County's road rights-of-way do not cause damage to any of the County's infrastructure nor impede the safe operation of the road right-of-way.

PURPOSE

To define the minimum requirements for the installation of Utilities within the road right-of-way boundary of any public road under the direction, control, and management of the County.

DEFINITIONS

CAO means the Chief Administrative Officer.

County means the County of Minburn No. 27.

Company means the owner and/or operator and/or contractor responsible for the energy resource and/or Utility.

Utility means public or private infrastructure to provide transmission service for (but not limited to) telecommunications, power, gas, water, storm sewer, or sanitary sewer.

GUIDELINES

1. The Utility must be installed within Utility rights-of-way adjacent to municipal road allowances wherever possible. Pipelines running parallel to the municipal road allowance cannot be installed within the County's road rights-of-way.

2. Utilities that are proposed to be installed within or adjacent to a municipal road allowance require written approval of the County prior to installation.
3. Where Utility rights-of-way adjacent to a municipal road allowance is unattainable, the County may grant approval for the placement of such Utilities within the municipal road allowance.
4. Electrical Utilities shall be located no further than 0.6 m (2.0 ft.) from the boundary of the road allowance and shall be located no closer than 9.0 m (29.5 ft.) from the center of the road.
5. Written requests for approval along with the plans for all proposed Utilities within the municipal road allowance shall be submitted by the Company to the County at least thirty days prior to the proposed construction/installation date.
6. In addition to the construction plans and 3D drawings identifying the location of the proposed Utility in relation to the municipal road (including setbacks), if available, the Company shall provide the County with shape files of the proposed Utility for use in the County's GIS system.
7. The Company shall restore all ground disturbances or damage that occurs as the result of the installation and placement of the Utility in municipal road allowances to pre-existing or better conditions to the satisfaction of the County.
8. The placement of any Utility within municipal road allowances must not result in the disturbance of any driving surface or road infrastructure without the prior approval of the County.
9. The Company shall be liable to the County for all losses, costs, damages, and expenses whatsoever which the County may suffer, sustain, pay, or incur.
10. Subject to any applicable requirements, the Company, its successors and assigns shall indemnify and save harmless the County of and from any and all losses, costs, charges, liabilities, damages, and expenses (including without limiting the generality of the foregoing any and all liabilities to third parties, whether in contract, tort, or otherwise) which the Company at any time or times hereafter shall or may bear, suffer, sustain, or incur for or by reason of the Company, its successors or assigns use of the road allowance area or by reason of the negligence of the Company, its successors or assigns, servants, agents, employees, or contractors.
11. Neither party shall be held responsible for damages or other losses caused by delay or failure to perform the provisions of this Policy where such delay or failure is directly or indirectly caused by or results from events beyond the control of either party. These events shall include fire, flood, earthquake, accident, civil disturbances, war, rationing, embargoes, strikes, or labour stoppages, acts of God, or acts of government.

12. Should relocation, locating, or protection of the Utility be required by the County in the future, with no other alternative being identified, the Company, its successors, or assigns agree to relocate, locate, or protect the Utility within the existing right-of-way with all reasonable costs relative thereto being borne by the Company, its successors, or assigns. The County shall provide written notice to the Company, its successors, or assigns at least sixty days prior to the relocation, locating, or protecting being required.