

(a) LICENSE AGREEMENT

This **LICENSE AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____ 2025 (“Commencement Date”), by and between **HEIDELBERG MATERIALS MIDWEST AGG, INC.**, a Kentucky corporation, with an address of 8909 Purdue Road, Suite 100, Indianapolis, IN 46268 (“Licensor”) and the **ROMEONVILLE FIRE DEPARTMENT**, a department within the **VILLAGE OF ROMEONVILLE**, an Illinois municipal corporation, with an address of 18 Montrose Drive, Romeoville, Illinois 60446 (“Licensee”).

RECITALS:

WHEREAS, Licensor is the owner of certain real property located in Romeoville, County of Will, and State of Illinois, (“Licensor Property”); and

WHEREAS, Licensee has requested permission to temporarily use a certain portion of the Licensor Property, as shown in Exhibit “A” attached hereto (“Licensed Area”); and

WHEREAS, Licensor has agreed to make the Licensed Area temporarily available to Licensee for such purpose on certain terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Term.** Unless revoked or terminated as provided herein, this Agreement shall begin on the Commencement Date and continue for a period of one (1) year (“Initial Term”), at which time it shall be automatically renew without the necessity of further action by either party. The Initial Term shall automatically renew for nine (9) successive periods of one (1) year each (each a “Renewal Term”) (the Initial Term and each applicable Renewal Term are collectively referred to as the “Term”), provided, however, that either Licensor or Licensee may terminate this Agreement for any cause or for no cause upon thirty (30) days written notice, or as otherwise provided herein.

2. **Fee/Consideration.** In consideration for Licensee’s use of the Licensed Area, Licensee shall pay Licensor a fee in the amount of Ten and 00/100 Dollars US(\$10.00 US). Licensee has paid this fee on or before the Commencement Date.

3. **Use of the Licensed Area; Access to Licensed Area.**

(a) **Use of Licensed Area.** Licensee may make use of the surface of the Licensed Area during the Term for the sole and exclusive purpose of storing operable and inoperable passenger vehicles upon the Licensed Area for Licensee’s use in conducting training operations and such other uses reasonably necessary thereto provided that said training exercises shall not include the use of open flame, explosives or any other incendiary material As part of the “use” of the Licensed Area, Licensee may, or may permit its subcontractor of its to bring such motor vehicles upon Licensor Property and upon the Licensed Area, and to remove

the same from the Licensed Area at the expiration or earlier termination of this Agreement. Licensee shall not make improvements to the Licensed Area or Licensors' Property unless permitted in writing by Licensors. Licensee shall have no privilege to use or access the subsurface of the Licensed Area or to use or access any streams, rivers, creeks, or other waterbodies located thereon or adjacent thereto. Licensee shall bring no hazardous materials or hazardous substances onto the Licensors Property or the Licensed Area other than fuel, fluids or other lubricants already placed in any vehicles. No fueling equipment or storage devices except as component parts of such passenger automobiles may be located on the Licensed Area or the Licensors Property. The Lessee shall ensure that a fully stocked and operational spill response kit is maintained at all times in the designated area. The spill kit shall be appropriate for the types of materials stored or handled on-site and shall include, at a minimum, absorbent materials, protective equipment, and disposal containers. The Lessee is responsible for conducting regular inspections of the spill kit, replenishing used or expired items, and ensuring that all personnel are trained in its proper use.

(b) Access to Licensed Area. During the Term of this Agreement, Licensee shall be permitted non-exclusive use, ingress, egress, regress, and access to and from W. 9th Street to the Licensed Area, via the route along S. Material Road shown in yellow on Exhibit "B" attached hereto (the "Access Route"), and shall use the Access Route for bringing operable and inoperable motor vehicles upon the Licensed Area. The Lessee shall comply with the Lessors' Traffic Segregation Policy, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. The Lessee agrees to ensure that all employees, contractors, and visitors adhere to the procedures and guidelines outlined in the policy, including but not limited to designated pedestrian walkways, vehicle routes, loading zones, and restricted access areas.

4. Appearance. Licensee agrees that, during the Term of this Agreement, it will maintain the Licensed Area in a neat and orderly fashion, and will not permit the accumulation of garbage, trash, or rubbish thereon. Other than brush removal as needed to exercise the permission granted herein, Licensee shall not disturb the timber, trees, or forest products, or any other resources on the Licensors Property or the Licensed Area. Licensee shall correct any issues brought to its attention by Licensors or any governmental authority.

5. Repairs. Concurrently with revocation or termination of this Agreement, Licensee will, at its sole cost, risk, or expense: (a) promptly remove all its materials, equipment, vehicles, and structures from the Licensed Area; (b) repair any damage caused by or resulting from any activity by Licensee or its employees, invitees, licensees, service providers, agents, and contractors on the Licensed Area or Licensors Property; and (c) leave the Licensed Area in a neat and clean condition. Licensee shall clean up any spills. Licensee shall return the Licensed Area in substantially the same condition as received as of the Commencement Date. Licensee shall not cause or permit any mechanics' or materialman's liens or other lien attributable to Licensee to be placed upon the Licensed Area.

6. Licensors Activities. Licensee acknowledges that Licensors' activities upon and around the Licensors Property may cause vibrations, noise, dust, particulates, debris, and other materials and odors to be in the air above, descend upon, go across, or go through the Access Route and Licensed Area and in general, subject the Licensed Area to all similar consequences arising from the location and operation of Licensors' (and its successors' and assigns') rock

quarries, rock crushing plants, sand and/or gravel operations, asphalt plants, concrete and cement plants, truck loading areas, and related activities (including without limitation equipment operation and truck traffic at, to, and from said operations). Licensee releases Licensors from any claims caused by such activities.

7. **Compliance with Laws.**

(a) Licensee shall, in its use and occupancy of the Licensed Area, comply with all current and subsequent federal, state, and local laws, rules and regulations including, but not limited to, those pertaining to the protection of the environment or land use or zoning, and Licensee shall not create or permit any condition which would be subject to redress or corrective action under any such laws, rules or regulations. Licensee agrees to promptly comply with recommendations made to it by Licensors: (i) for the correction or control of hazardous conditions, or the release of contaminants or offensive matter; (ii) for the correction or control of conditions which are in violation of any laws, rules or regulations; (iii) to control traffic problems; or (iv) to maintain a good general appearance of the Licensed Area.

(b) Licensors shall have the right to terminate this Agreement upon written notice to Licensee if Licensors receive notice of violation of any of permits related to the Licensed Area from any governmental agency and if: (i) Licensee's operations caused or substantially contributed to the alleged violation; and (ii) either (A) the violation is not capable of being cured; or (B) if the violation is capable of being cured, Licensee fails to cure the violation within the period allowed by law or the applicable governmental agency.

(c) Licensee shall immediately advise Licensors in writing of, and if applicable, provide Licensors with a copy of: (i) any notice of violation or potential or alleged violation of this section; (ii) any and all inquiries, investigations, enforcement, clean-up, removal or other governmental or regulatory actions instituted or threatened relating to Licensee or the Licensed Area; (iii) all claims made or threatened by any third party or governmental authority against Licensee relating to hazardous materials at the Licensed Area; or (iv) any release of any hazardous materials on or about the Licensed Area that Licensee knows of or reasonably believes may have occurred.

8. **Notices.** All notices and other communications made under this Agreement shall be in writing and shall be deemed to have been duly given if sent by overnight courier or registered or certified mail, postage prepaid, return receipt requested, addressed as below set forth or to such other address as shall be furnished in writing by either party to the other (each a "Notice"):

Licensors: Heidelberg Materials Midwest Agg, Inc.
8909 Purdue Road, Suite 100
Indianapolis, IN 46268
Attn: Midwest Environmental & Land Resources Director
Email: wendy.krause@heidelbergmaterials.com

With copy to: Heidelberg Materials US, Inc.

8909 Purdue Road, Suite 100
Indianapolis, IN 46268
Attn: Legal
Email: Midwest-Legal@heidelbergmaterials.com

Licensee: Romeoville Fire Department
18 Montrose Drive, Romeoville, Illinois 60446
Attn: Michael Pemble, Assistant Chief

9. **Inspection; AS-IS.** LICENSEE HAS INSPECTED, OR HAD THE OPPORTUNITY TO INSPECT, THE LICENSOR PROPERTY, THE ACCESS ROUTE, AND THE LICENSED AREA AND AGREES TO USE SUCH AREAS "AS-IS" AND WITH ALL FAULTS, KNOWN OR UNKNOWN, AND UNCONDITIONALLY RELEASES LICENSOR WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE AS A RESULT OF ITS USE UNDER THIS AGREEMENT EVEN IF CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF LICENSOR. LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE LICENSED AREA, ACCESS ROUTE, OR LICENSOR PROPERTY, HEREBY DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION, WARRANTIES CONCERNING THE FITNESS OF THE LICENSED AREA, ACCESS ROUTE, OR LICENSED PROPERTY, AND SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR INJURY CAUSED BY ANY VICES OR EFFECTS THEREIN WHETHER TO THE LICENSEE OR ITS AGENTS, LICENSEES, INVITEES, OR SUBCONTRACTORS.

10. **Taxes and Other Expenses; Utilities.** Licensor shall be responsible for the payment of all ad valorem taxes for the Licensor Property. However, Licensee shall be responsible for the payment of all other taxes, including personal property taxes, or other expenses in any way associated with Licensee's activities on the Licensor Property, Licensed Area, or any improvements made by Licensee thereon. Licensee shall be responsible for costs associated with its usage of electricity, water, and any other utility services, if any.

11. **Insurance.** Licensee shall obtain, maintain, and comply with the insurance requirements set forth in Exhibit "C" attached hereto.

12. **Indemnification.** To the fullest extent permitted by law, Licensee hereby agrees to defend, indemnify, and hold Licensor, its parents, subsidiaries, and affiliates, and their respective directors, officers, employees, and representatives harmless from and against any and all actual or alleged claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' and expert witness fees) (collectively "Claims") for: (a) injury or damage to persons or property arising from, connected with, or related, in whole or in part, to any act or omission under this Agreement on the part of Licensee, its subcontractors, agents, invitees, or licensees, including Claims alleged or brought by Licensee, its employees, subcontractors, agents, invitees, or licensees, and including Claims alleging negligence on the part of a party to be indemnified hereunder; (b) violation of any agreement, representation, or warranty contained in this Agreement; (c) violation or alleged violation of any law, rule, order, ordinance, or regulation affecting the Licensor Property or the use thereof on the part of Licensee, its subcontractors, agents, invitees, or licensees; and (d) any environmental liability including, but not limited to, Claims for personal injury, payment of liens, diminution of value of the Licensed

Area or Licensors' Property, the investigation of site conditions, or any repair, clean-up, remediation, removal or restoration work, or detoxification required by any governmental authority, which said Claim arising or pertains to Licensee's acts or omissions under this Agreement. Upon written notice of an indemnity claim, Licensors shall be entitled to retain counsel of its choice (reasonably acceptable to Licensee) to defend or settle any such claim, without loss or expense to Licensors. This indemnification provision shall survive the expiration or termination of this Agreement.

13. **Limitation of Liability.** Licensors shall not, under any circumstances, whether in contract, tort (including negligence), warranty, indemnity, strict liability, or any other legal theory, be liable for any loss of anticipated profits or revenue, or for any special, indirect, consequential, punitive, exemplary, or incidental damages. Licensors' liability arising out of or related to this Agreement, whether in contract, tort (including negligence), warranty, indemnity, strict liability, or any other legal theory, shall be limited to, at Licensors' option, either: (a) the amount of Licensors' equity interest in the Licensed Area; or (b) refund of the fee/consideration paid by Licensee under this Agreement.

14. **Default.** If Licensee breaches any term, covenant, or condition of this Agreement, then Licensors shall have the authority to immediately suspend use of the License Area, access thereto, or any portion thereof, until such time as said default is cured. Licensors shall give Licensee written notice of any default on Licensee's part hereunder as soon as practicable, but no later than the date that Licensors suspends Licensee's use of the License Area. Licensee shall cure any default hereunder within ten (10) days of Licensors' delivery of written notice of such default. If any default remains uncured after applicable notice and cure periods, then Licensors may revoke this Agreement upon written notice to Licensee and shall have no liability to Licensee for such revocation. Time is of the essence for curing defaults. Licensors shall further be able to proceed with any remedy permitted under this Agreement, either at law, or in equity.

15. **Miscellaneous Provisions.**

(a) **Entire Agreement; Amendment.** This Agreement contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement can only be modified or amended by written agreement executed by authorized representatives of both parties.

(b) **Assignment; Binding Effect.** Licensee may not assign all or any part of its privileges or obligations hereunder without the advance written consent of Licensors, which may be withheld in Licensors' sole and absolute discretion. Licensors may freely assign this Agreement. It is further mutually understood and agreed that the covenants and agreements contained in this Agreement, to be performed by the respective parties, are binding on the parties, and each of them, their successors and permitted assigns.

(c) **No Recording.** Neither party shall cause this Agreement or memorandum thereof to be recorded in public records.

(d) Confidentiality. Licensee agrees to keep this Agreement and all information learned in the course of this transaction confidential, except to the extent disclosure is: (i) required by law or court order; or (ii) to enable third parties to advise or assist Licensee in its performance of this Agreement, provided such third parties are likewise bound by this confidentiality provision.

(e) Governing Law; Attorneys' Fees.

(i) This Agreement shall be governed by the laws of the State of Illinois without regard to its principals of conflicts of law. The parties agree to the exclusive jurisdiction of the courts of Will County, Illinois with regard to the resolution of any matters arising hereunder.

(ii) In the event of any litigation or arbitration for the interpretation or enforcement of this Agreement, or for damages for a default, or that in any other manner relates to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court, arbitration, and other costs from the non-prevailing party, including costs and fees on appeal and in any bankruptcy or insolvency proceeding, but only if: (A) prior to litigation or arbitration the prevailing party made a good faith offer to settle the dispute; and (B) the amount and/or relief awarded to the prevailing party is substantially what it had claimed.

(f) No Agency. Licensee's agents, invitees, and licensees are not employees or agents of Licensor and nothing contained herein shall be construed to create any agency, partnership, or joint venture relationship between the parties.

(g) No Lease. The parties acknowledge that this Agreement is not intended to be a lease agreement and no Landlord/Tenant relationship is intended to be created hereby and this Agreement does not create any easement or type of estate in either the Licensor's Property, or the Licensed Area. Licensee agrees that it shall not have and hereby waives any rights that may otherwise be afforded to tenants under applicable law.

(h) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A counterpart of this Agreement signed by a party and sent to the other party through electronic mail transmission shall be considered to be a valid counterpart. This Agreement shall become binding upon the execution and exchange of counterparts by all of the parties.

(i) Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day. Legal public holidays shall be deemed to include holidays on which the administrative offices of Licensee or Licensor are closed for business.

(j) Non-waiver. No waiver of any default of Licensee hereunder shall be implied from any omission by Licensor to take any action or account of such default if such default

persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Licensor shall not be construed as a waiver of subsequent breach of the same covenant, term, or condition. The consent to or approval by Licensor of any act by Licensee requiring Licensor's consent or approval shall not waive or render unnecessary Licensor's consent to or approval of any subsequent similar act by Licensee.

(k) Legal Construction. If any provision in this Agreement is for any reason held invalid, illegal, or unenforceable in any respect, to the extent such invalidity, illegality, or unenforceability does not destroy the basis of the bargain among the parties, the invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement. Section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

(l) Consultation with an Attorney. This Agreement is a legal document. Each party acknowledges that it has consulted or had the opportunity to consult with counsel of choice prior to execution of this Agreement.

(m) Survival. The provisions of this Agreement which expressly state that they survive termination, or by reasonable implication are intended to survive termination, will survive termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date first above written.

LICENSOR:

Heidelberg Materials Midwest Agg, Inc.,
a Kentucky corporation

By: _____

James Bottom
VP/GM – Materials Illinois

LICENSEE:

Romeoville Fire Department, a department
within the **Village of Romeoville,** an Illinois
municipal corporation

By: _____

Name: _____

Title: _____

List of Exhibits:

Exhibit “A” Map of Licensed Area
Exhibit “B” Non-Exclusive Access Route (if applicable)
Exhibit “C” Insurance Requirements
Exhibit “D” Vehicle Segregation Policy

EXHIBIT “A”
Map of Licensed Area

[to be attached]

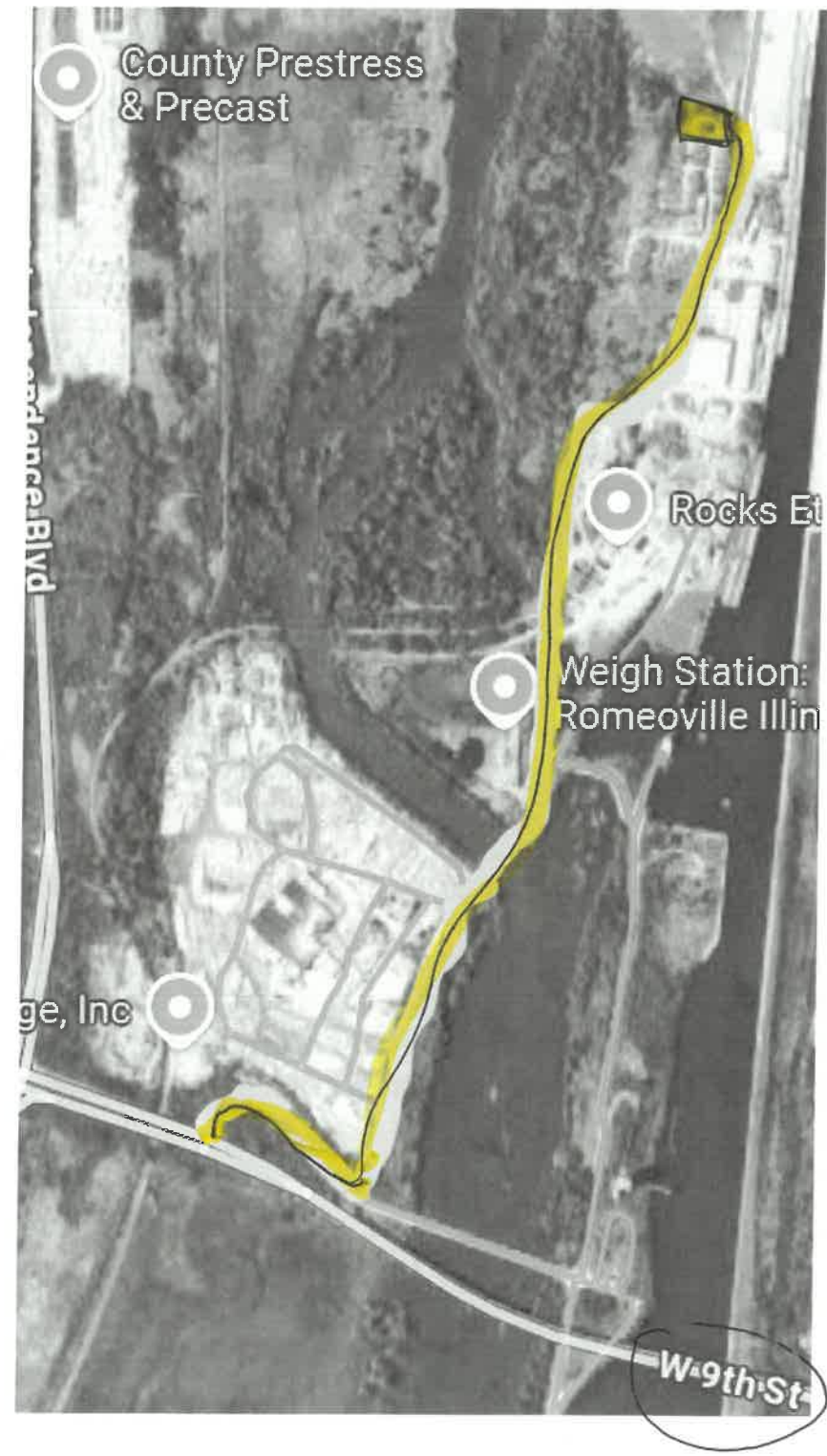
Area, rough measurements



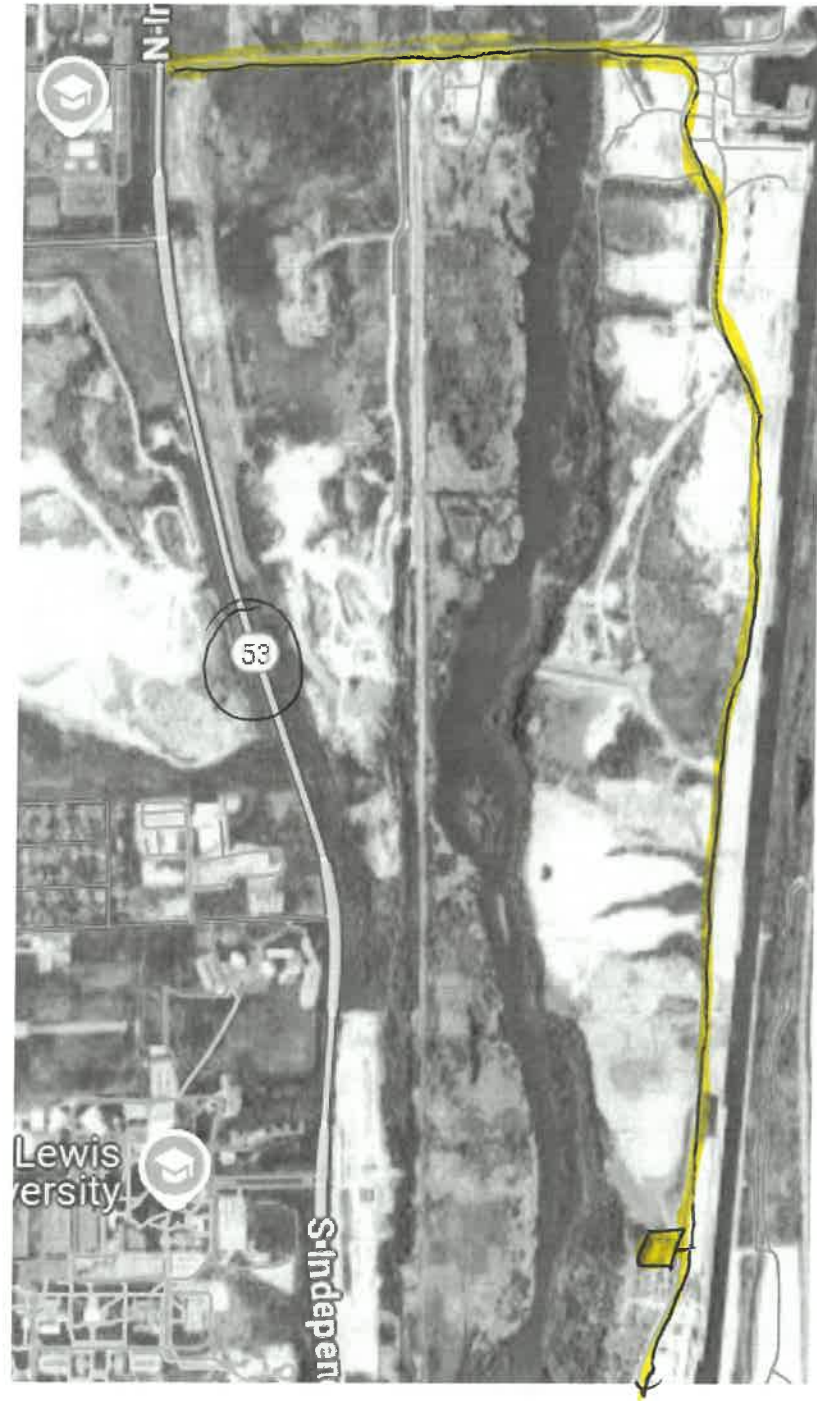
EXHIBIT “B”
Non-Exclusive Access Route

[to be attached]

Entrance #1

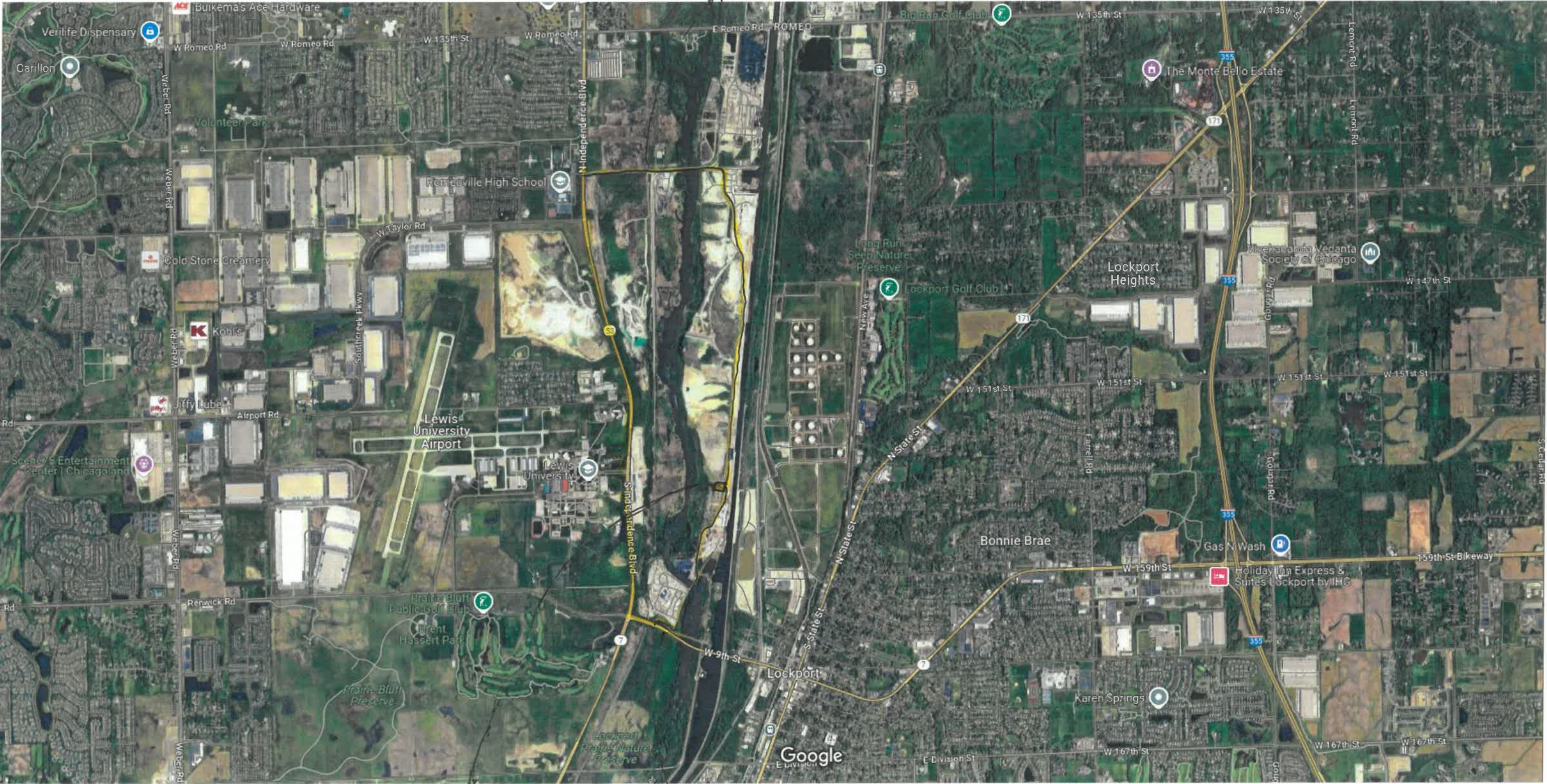


Entrance #2





Entrance #2



"Area" off road, across from scale

Entrance #1

EXHIBIT “C”
Insurance Requirements

(a) All policies of insurance provided for in this Agreement must be issued by insurance companies that have a financial rating of not less than “A- VII” as rated in the most current edition of Best’s Insurance Reports. During the Term of this Agreement, Licensee shall obtain and maintain, at Licensee’s expense, the following insurance coverage. The limits and coverage types below should be considered minimum requirements and in no way limit Licensee’s liability under this Agreement.

General Liability. Commercial General Liability insurance shall cover liability, including but not limited to, liability arising from premises, operations, independent contractors, products-completed operations, property damage, personal injury and Broad Form Contractual Liability specifically in support of, but not limited to, the indemnity section of this Agreement. Coverage shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

With minimum limits of:

Commercial General Liability	\$5 Million (Each Occurrence) \$5 Million (General Aggregate) (including coverage for Contractual Indemnity, Broad Form Property, (Products and Completed Operations)
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Automobile Liability with minimum limits of:

Commercial Auto Liability	\$2 Million (Combined Single Limit)
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Workers Compensation limits:

(i) Worker’s Compensation	Statutory
(ii) Employer Liability	\$1 Million (Each Accident) \$1 Million policy limit \$1 Million bodily injury by disease

(b) Pollution Liability. Such insurance shall be maintained with limits of at least \$1 Million per claim. If Licensee is involved in the removal, handling, transportation, or disposal of hazardous materials, Licensee will obtain a pollution liability policy with limits not less than \$5 Million per occurrence.

(c) Primary and Non-Contributory. Licensee acknowledges the existence of liability and property damage insurance carried by Licensor, its shareholders, and their respective affiliates, and it is understood and agreed that the insurance provided in such policies, if any, shall not be applicable to Licensee’s insurance requirements under this Agreement. It is further understood that the insurance provided by such policies and such other insurance carried by Licensor, its shareholders and their affiliates, shall not be primary or called upon by Licensee’s

insurers for contributing, deficiency, concurrent or double insurance, or otherwise, and shall provide for a severability of interest or cross-liability clause. Any and all deductible or retention sums in Licensee's insurance policies shall be assumed by, for the account of, and at the sole risk of Licensee.

(d) Evidence of Insurance. Licensee shall, within ten (10) days after execution of this Agreement, but prior to entry upon the Licensor Property, furnish to Licensor a copy of the foregoing policies of insurance or a certificate of insurance showing the amounts of coverage set forth in this Agreement as well as provide copies of endorsements as stated in this Agreement, and shall be required to give at least thirty (30) days' notice to Licensor prior to cancellation, expiration, or modification thereof. Said Certificates, endorsements, and written notices, shall be directed to Licensor as set forth in the Notices Section of this Agreement.

(e) Additional Insured. For each such policy of insurance maintained by Licensee pursuant to this Agreement (except workers' compensation), the insurer shall name Licensor, its parents, affiliates, and subsidiaries (direct and indirect), and their respective directors, officers, and employees as an additional insured. Licensee shall obtain endorsements equivalent to CG 20 10 for ongoing operations and CG 20 37 for Completed Operations (CGL) and CG 20 15 04 13 for products and CA 20 48 (Auto) to effect this status. Licensee shall also obtain endorsement CG 20 26 04 13 designating Licensor, its parents, affiliates, and subsidiaries (direct and indirect), and their respective directors, officers, and employees as an additional insured.

(f) Waiver of Subrogation. Licensee waives all rights against Licensor, its affiliates, and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial liability insurance obtained by Licensee pursuant of this Agreement. Licensee shall obtain endorsements equivalent to WC 00 03 13 (Workers Compensation) and CG 24 04 05 09 (CGL) and CA 04 44 (Auto) to effect this waiver.

(g) Subcontractors. Licensee shall require all subcontractors, unless otherwise approved by Licensor, to also carry insurance equal in kind and amount to that required by this Insurance Section. Licensee shall require all subcontractors to furnish Licensee and Licensor Certificates of Insurance evidencing such coverage and shall expressly list Licensor and Licensee as additional.

EXHIBIT “D
Vehicle Segregation



VEHICLE SEGREGATION

NAM Health and Safety Protocol | Release 04/2021 | Version 04 (Revised 4/2024)

POTENTIAL HAZARDS AND RISKS

Uncontrolled Release of Energy:

- Struck by Vehicle
- Vehicle Collision
- Fall from Vehicle
- Electrocution
- Slips and Trips
- Load Fall
- Vehicle Overturn
- Musculoskeletal

DEFINITIONS

Pedestrian – Visitor or employee moving about the site on foot.

Personal Vehicle – Vehicles designed for travel on public roads and owned by the employee or visitor.

Heavy Vehicle – Wheeled or track mounted self-propelled equipment designed for on / off road travel and used primarily for production purposes. Includes box vans, ready-mix trucks, commercial trucks (e.g. company / contractor owned).

Light Duty Vehicle – Includes personnel carriers, pick-up trucks, and utility task vehicles (UTVs).

Safe Zone – An area designated by management to be personal protective equipment (PPE) free generally used by visitors awaiting site specific training.

Work Zone – A minimum of 50 feet (15 meters) area around the heavy equipment with restricted access.

Vehicle Segregation Plan (VSP) – A site-specific plan developed for each location to assist in proper management of traffic routes, traffic flow, access points, parking areas and other operational site traffic control areas.

NOTE: MSHA sites requiring Surface Equipment Programs see Surface Equipment Program Supplemental Information section.

NAM MINIMUM REQUIREMENTS FOR OPERATIONS

OBJECTIVES

Any vehicle movement within operations can pose significant risk, particularly considering the size of the vehicles used at NAM sites, and the environment people are working within. Effective traffic management and vehicle segregation is critical to help reduce risks. Each NAM site (company-owned and operated within all product lines) maintains a Vehicle Segregation Plan (VSP), approved by the site manager. The development and completion of the site VSP includes completing the following steps:

1. Conduct a risk assessment for each site **evaluating site-specific hazards and risks** associated with the vehicles present and vehicle movement (see *Vehicle Segregation Risk Assessment Tool form in Attachment A*).
 2. Develop site design and operating practices that provide **control measures for the site-specific hazards and risks** identified during the risk assessment. Confirm the minimum expectations outlined in this Protocol are addressed and reference the practices outlined in the associated *Site Vehicle Segregation Plan Elements Supplemental Information* document attached to this Protocol.
 3. **Implement the site VSP for each operating site**, and review/revise:
 - a. Any time operations or equipment changes in a manner that would affect vehicle segregation and traffic management;
 - b. Following any incident involving vehicles on-site, including near misses; and/or
 - c. Every three years, in the case that operations have not been modified and zero vehicle incidents have occurred.
- NAM sites are responsible to ensure that all **vehicles are in a roadworthy condition and are regularly assessed** as part of a planned maintenance program that includes defined routine checks and inspection of vehicles (e.g. identifying and completing required checks and inspections, defining frequencies and responsible persons - further reference **NAM Safe Vehicle Operation Protocol**).
 - NAM sites are responsible **to ensure that each site is maintained** in a manner that supports the VSP. This includes road maintenance (e.g. road conditions, barricades, berms, directive signs, etc.), proper resource support (e.g. radios, cones, chocks, light bars, etc.), and full implementation of VSP practices (e.g. radio communication practices, Honk-Before-You-Move practices, compliance with practices outlined in the **NAM Safe Vehicle Operation Protocol**).

Third-Party or Contractor Energy Isolation Requirements

NAM sites ensure communication of minimum expectations for site VSP practices as part of any third-party driving contract management. Whenever outside contractors are engaged in driving activities at, or in support of, a NAM site, it is understood that the responsibility remains with the contractor to comply with a site's VSP requirements and implement similar measures within its fleet activities. (Further reference **NAM Safe Vehicle Operation Protocol**.)

INTENT OF PROTOCOL MINIMUM REQUIREMENTS

This protocol outlines NAM's minimum expectations for operations and does not supersede any additional local regulations or best practices, required or implemented, that go beyond the minimum requirements identified within. *Supplemental Information* documents provide further guidance for meeting NAM's minimum expectations, and *forms* are provided as tools for use. These additional documents support the minimum requirements identified within the Protocol itself.

TRAINING

- Site-Specific Orientation Training for All Employees and Visitors
- Periodic Refresher for Employees (e.g. annually, following changes to site plans)

SUPPORTING FORMS AND DOCUMENTS

Attachments (Linked)

- [Supplemental Information \(Site Vehicle Segregation Plan Elements\)](#)
- [Supplemental Information \(Overhead Power Lines & Structures\)](#)
- [Supplemental Information \(Surface Mobile Equipment Program\)](#)
- [Attachment A – Vehicle Segregation Risk Assessment Tool](#)
- [Attachment B – Surface Mobile Equipment Program Template Link](#)

Other Related Documents

- NAM Safe Vehicle Operation Protocol
- HeidelbergCement Group Driving Safety Standard



SUPPLEMENTAL INFORMATION

SITE VEHICLE SEGREGATION PLAN ELEMENTS

PLANNING AND RISK ASSESSMENT

Development of a Vehicle Segregation Plan for any site includes a planning phase to:

- **DEFINE** the site vehicle activities considering all site vehicle workplace activities, such as transport of material, loading and unloading of material, personnel transport and deliveries.
- Identify the **HAZARDS** associated with the activities, including those associated with the design/layout of the site.
- Assess the **RISKS** (inherent and residuals risks should be considered) associated with the identified hazards.
- Identify **CONTROL MEASURES** to mitigate or minimize the risks.
- Develop site **VEHICLE SEGREGATION PLAN (VSP)** for implementation that addresses hazards by employing control measures for identified risks.

The risk assessment is conducted using a team of competent personnel familiar with the site and the operations. The team should consist of representatives from at least:

- Site overall management;
- Site operations; and
- Site health and safety representation.

Control measures are implemented using the hierarchy of controls:

- Elimination Control Examples:
 - Removing need for vehicles, or certain vehicles to enter certain locations.
- Engineering Control Examples:
 - Physical segregation of different vehicles and pedestrians; or
 - Barriers or rerouting of vehicles and pedestrians to avoid hazards.
- Administrative Control Examples:
 - Designate and define vehicle, pedestrian and hazardous areas;
 - Designate and define crossing points for both drivers and pedestrians;
 - Instruct, inform and alert both drivers and pedestrians about routes, rules and layout; (consider site inductions, tailored brief-inductions, toolbox-talks, maps, leaflets, signage, etc.); and
 - Effective communications, such as radios and / or hand signals.
- Personal Protective Equipment Example:
 - High Visibility clothing.

Risk Assessment Outcome and Products

The risk assessment of a site is conducted using the *Vehicle Segregation Risk Assessment Tool (Appendix A)*. The outcome of the risk assessment provides the facility with:

- **Corrective Actions:** Corrective actions, with completion tracking, to address either physical site design control measures, or facility operating procedures, according to the control measures identified during the risk assessment; and
- **VSP (New or Revised):** Site-specific VSP, or revision thereof, which is approved by site management and reviewed annually.

Vehicle segregation risk assessments are reviewed:

- Any time operations or equipment changes in a manner that would affect vehicle segregation and traffic management;
- Following any incident involving vehicles on-site, including near misses; and/or
- Every three years, in the case that operations have not been modified and zero vehicle incidents have occurred.

VEHICLE SEGREGATION PLAN (VSP) ELEMENTS

Vehicle segregation at any site requires both the implementation of control measures and the communication of vehicle segregation management rules or practices through a site-specific VSP. A VSP describes to personnel:

- The layout of the site with routes of travel;
- Entry/exit locations;
- Parking locations and rules (e.g. reverse-only, chocking, etc.);
- Communication methods (e.g. radio channel);
- Visitor check-in locations; and may also include
- Other specific information unique to the site (e.g. types of vehicles, pedestrian-restricted areas, speed limits, etc., if appropriate to note on VSP map).

Examples of Vehicle Segregation Plans

Ready Mix

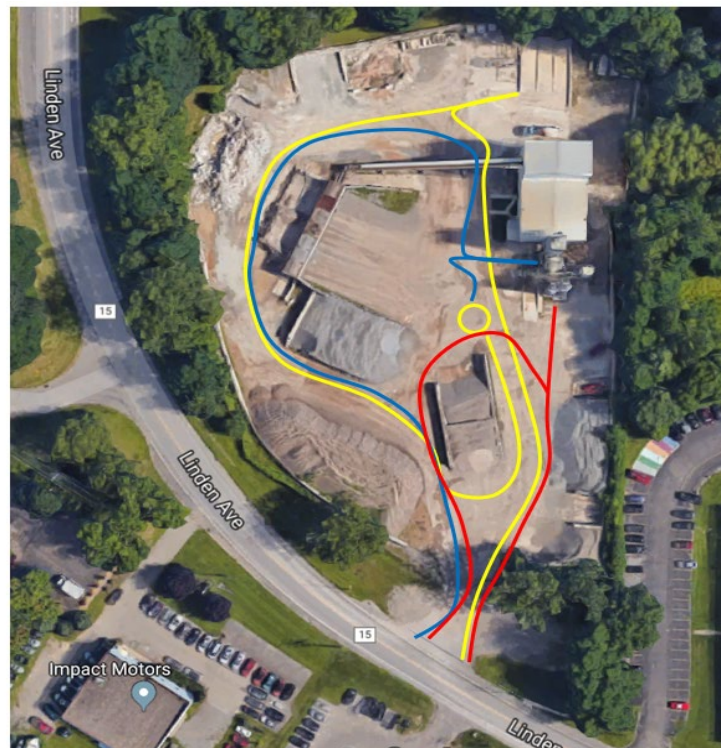


Date: July 20, 2018
 Facility: East Rochester
 Entrance/Exit: Main Gate
 Pedestrian Traffic:
 Plant Area
 Radio
 Communication: CB Radio
 CH 3
 Visitor Access: Register at
 Batch Office
 Traffic Flow: Right Hand
 Parking Reverse
 Restrictions: Parking only

Mixer
 Entry/Washout/Stage

Mixer Load and Exit

Cement Tanker Traffic



Asphalt Plant



Date: August 3, 2018

Facility: McKee Road

Entrance/Exit: Off of
McKee Road

Pedestrian Traffic:
Plant Area

Radio
Communication: CB Radio
CH 3

Visitor Access: Register at
Batch Office

Traffic Flow: Right Hand

Parking Reverse
Restrictions: Parking only

Customer Trucks

Delivery Trucks



QUARRYTOWN QUARRY

Updated January 01, 2018

SITE MAP

TRAFFIC MANAGEMENT PLAN (ROAD RULES)

Speed Limit 15 mph



Roundabout



Authorized Access Only –
UHF Notification Required

Quarry Vehicles

LehighHanson Vehicles
Only

KEEP RIGHT AT ALL TIMES

Equipment and Vehicle Segregation Plan



PRACTICES TO SUPPORT VEHICLE SEGREGATION MANAGEMENT

Access to the Site and Security Controls

Access to the site is controlled to ensure that unauthorized persons cannot progress to a location where they may be at risk from site operations. Control methods include:

- Signage;
- Automated barrier controls; or
- Personnel controlled areas (e.g. security or weighbridge operator).

Procedures for visitors (including vendors, deliveries, etc.) to travel within the facility are in place to communicate safe areas of access and restrictions (e.g. communicated via signage and/or site induction training).

Parking

Parking locations are designed to allow sufficient parking spaces for employees, staff, site visitors and contractors.

Parking area design and practices include:

- Configuration for “First Move Forward” parking, wherever feasible;
- Level surfaces free of hazards when entering/ exiting vehicles or equipment;
- Designated parking areas throughout the site for:
 - Operational vehicles
 - Heavy equipment
 - Including barriers (berms/blocks) to protect the operator while exiting the equipment;
 - Stop blocks are used if vehicles are backing in;
 - Minimum parking distances between heavy equipment to heavy equipment are equal to or greater than the width of the larger of the two pieces of heavy equipment.
 - Personal vehicles
 - Located in areas outside of the operational boundary; and
 - Clearly separated, demarcated and barricaded, where possible, to prevent heavy equipment traffic intrusion (note: light duty operational vehicle commingling in personal vehicle parking areas is permitted.
 - At no time is a personal vehicle parked in an operational area.
- **Honk-Before-You-Move:** All drivers shall honk their horns when starting from a stop that is not a stop-and-go situation.
 - Horns shall also be honked prior to moving if there are other nearby hazards, such as blind spots, traffic, or people. NAM practice is: sound horn 1 time = forward / sound horn 2 times = reverse. (If backup alarm is installed and functional, horn does not need to be sounded for reverse movement.)
 - If necessary, or prudent, require the use of a spotter to assist in initial movement of vehicles (Vehicle Spotting Supplemental Information).
- Passenger vehicles must be parked a minimum of 50 feet (15 meters) distance from, or barricaded from, heavy equipment.
- While heavy equipment is parked or not in use, the electrical disconnect or master switch is in the off position.

Pedestrians

Pedestrian activity within the operational areas should be restricted wherever possible.

- Pedestrian paths are planned to minimize exposure of pedestrians to vehicle movements by the installation of barriers, crossing points, signage, road markings, distance from activity, etc.
 - “No Entry” zones are identified and clearly marked by signs, fencing, cones, etc.
- Pedestrians are prohibited from entering within 50 feet of any commercial trucks or heavy equipment loading or off-loading of aggregate material unless the pedestrian traffic area is physically barricaded.
 - To the extent possible, all off-loading is done on a level surface to prevent vehicle rollover.

- All heavy equipment operators should stop equipment operations if any driver exits his or her truck or any pedestrian traffic is observed in the “Work Zone” area.
 - All implements (i.e. buckets, forks, chisels) should immediately be lowered to the ground as long as the risk remains.
- Pedestrians are to use man doors to access buildings whenever accessible and present.
 - Overhead doors are to be generally limited to vehicles and equipment.
- Doorways entering into roadways should have window visibility or have protective barriers to protect a pedestrian from being struck.
 - Signs should be installed on the interior of the door to warn of vehicle traffic.

Layout of Road Systems

Each site must establish permanent traffic routes which are used by staff and visitor vehicles, contractor and delivery vehicles, operation heavy equipment, and ancillary vehicles. Traffic routes are established in working and operational areas which may change as the site work progresses. The site design and layout addresses:

- Traffic routes, parking areas, delivery points
- Distribution points:
 - Process areas
 - Weighbridge locations
 - Loading and unloading
- Site offices and amenity areas
- Workshop layouts
- Environmental control issues and requirements
- Operational designs for:
 - Haul roads
 - Stock pilings
 - Excavations
 - Lagoon systems
 - Plant parking areas
- Stand-Offs:
 - Utilities
 - Water ways
 - Transport infrastructure
 - Public roads and footpaths

Rules of Site Transportation

- All vehicles obey posted signs.
- All heavy equipment, with exception of emergency vehicles, have the Right-of-Way.
- In the event that heavy equipment is required to commingle with a public roadway, a procedure should be established to ensure maximum segregation and safety to all involved.
 - All vehicles entering quarry pits will establish positive two-way radio contact with the designated, responsible pit personnel. A verbal acknowledgement is required from the responsible pit personnel before proceeding past the STOP sign at the pit entrance.
 - Pits with left-hand travel have the traffic pattern conspicuously marked, highlighting the location where the traffic pattern changes.
- All heavy equipment will travel with the implement in the lowest travel position for optimal line of site.
- No passenger vehicle or pedestrian is to approach within 50 feet (15 meters) of heavy equipment without first making positive two-way contact via radio or with the acknowledgement of operator of that equipment.
- If overtaking is permitted at a plant, positive two-way contact will be made before overtaking any heavy equipment.

- Vehicles are to stop at a safe designated distance before any railroad crossing, look both ways, and cross only when clear.

Speed Limits

Equipment and vehicles are to be operated and driven safely at speeds consistent with the prevailing site and operation area conditions. Speed limits are to be assigned for each operating area in a manner that controls hazards associated with the ongoing activities (e.g. long periods of haul roads may allow for more elevated speeds than roads near equipment, offices, stockpiles and within pits).

- Speed limits for each area must be clearly posted.
- Permanent site roads, such as access roads to the office, support buildings, workshops, stocking ground, weighbridge, etc., are assessed for suitable speed limits and adequately marked.
- Haul roads, and other surface roads that are subject to changing conditions, are assigned a maximum speed limits which is regularly monitored and reviewed to ensure appropriateness.

Vehicle Segregation Signage

Standard PPE:

Wearing of high-visibility clothing at all operational NAM workplaces is a mandatory requirement. Signage must indicate at the entry of all NAM sites the compulsory minimum requirements for PPE:

- Hi-visibility clothing or safety vest;
- Safety hardhats (in accordance with ANSI Standards);
- Eye protection (in accordance with ANSI Standards);
- Hand protection (in accordance with NAM Hand Protection Guidance Note); and
- Safety boots (in accordance with ANSI Standards).

Traffic Signage

Traffic flow and potential dangers are indicated by warning signs and/or alerts (e.g. indicating lights) legible from a distance of 500 feet (150 meters). Signs and indicators are similar to those anticipated on public roads in order to communicate with clarity and also include any specific requirements (e.g. PPE use when out of vehicle in certain areas). Signs and alerts are kept clean and well maintained and indicate, at a minimum:

- Separate traffic routes and specific personnel / equipment that can travel controlled routes;
- Safe waiting (e.g. holding) areas for working and operational areas;
- Hazards, such as heavy equipment crossing points, overhead obstructions, etc.;
- Traffic controls, such as speed limits;
- Pedestrian routes and crossing points;
- Entries to workshop, maintenance, processing areas, etc.;
- Parking locations; and
- Other specific locations (e.g. tarping areas).

For quarries, pit entrance roadway signs are marked with STOP signs (yield sign is not acceptable) and a visual reminder to make radio contact before proceeding.

Lighting

Adequate lighting is provided throughout site for vehicles at all times to enable personnel to work safely. In particular:

- Lighting is established in operation areas used in hours of darkness or in poor visibility or diminished lighting conditions;
- Lighting is provided for:
 - Junctions;
 - Around facility operations and buildings;
 - At pedestrian routes; and
 - For loading and unloading areas.

Road Construction

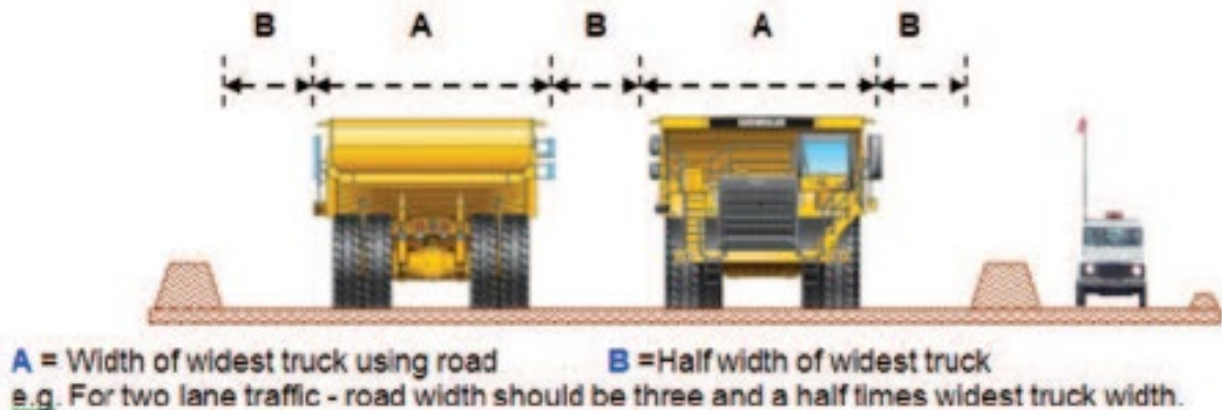
Roads should be adequately constructed and suitable for the vehicles used at the site to allow safe movement and passage throughout all site areas.

- Roads are surfaced with suitable materials (e.g. rock-fill) and well drained to prevent a slippery road surface:
 - Roads are regularly maintained against the development of bumps, ruts or potholes.
 - Measures are installed to protect from falling rock, where applicable (e.g. rock traps, berms).

Road Width

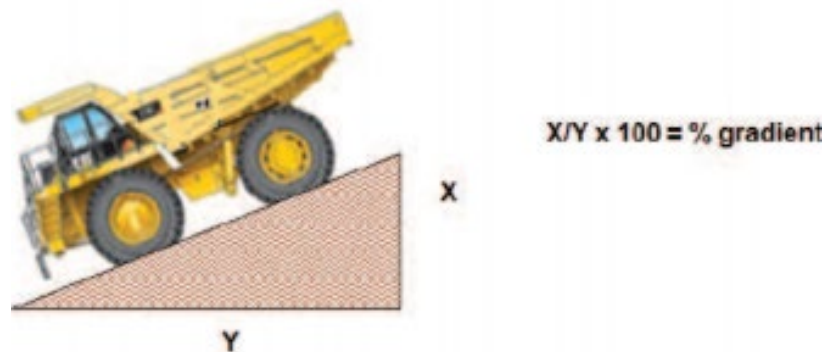
Ideally, road widths should be sufficient to allow two of the largest vehicles using the haul road to pass safely.

- Each lane of travel provides clearance, left and right of the widest vehicle in use, which is equivalent to one-half the vehicle width.
- If road widths design cannot accommodate this best practice, the VSP risk assessment process should identify further control measures to assist in passing controls (e.g. turn-out areas and/or radio communication procedures). Further best practice for passing controls include:
 - Separate roads should be provided for ancillary vehicles, where possible.
 - Traffic routes should include the segregation of the heavy equipment and support vehicles, where practicable.



Gradients, Cross Slopes, Alignment and Berms

- The gradient in percent of a haul road is determined by dividing the road's vertical rise by its horizontal run and multiplying this value by 100.



- Ideally, road designs should not exceed 10% gradient for speed control (elevated percentages may be permitted for very short distances, in certain circumstances, with additional review to the location risk during the VSP risk assessment, and with additional controls, where appropriate).

- The cross slope, difference in elevation between the road edges, is established at each site and for each haul road to allow for straight slopes, curves, water drainage, etc.
- Benches and roads are designed with proper viewing distances and alignment to ensure that vehicles rounding curves, cresting hills, descending grades, or approaching junctions can stop in time to avoid objects in the road or other vehicles entering the road.
- Earthen berms are at least as high as the mid-axle height of the largest piece of equipment that uses the site roadways. (The effectiveness of a berm also depends on its width, or thickness, and its firmness – best practice includes stone berms mixed with soil and covered with vegetation.)



SUPPLEMENTAL INFORMATION

OVERHEAD POWER LINES & STRUCTURES

MARKINGS & IDENTIFIERS

To ensure mobile equipment stays safely clear of power lines, it is necessary to communicate risks to drivers by visibly posting the standard heights of each power line and posting vehicle heights on each large piece of mobile equipment.

Posting Examples for Clearance



- Each site is responsible for measuring and marking overhead power lines throughout the site and placing signage to indicate the height of the lowest point. Additional signage should be installed warning of overhead hazards. Included are:
 - Power wires, telephone wires, communication cables, and any cable, structure, or apparatus that vehicles can travel under, including access to underground mine openings.
- Each site is also responsible to place a placard, sticker or other identifiable marking (in cab) on each piece of large equipment (e.g., haul trucks, loaders, graders, scalers, drillers, man-lifts, water trucks, bob cats, etc.). Company supplied pick-ups are not required to have a height marking unless the truck routinely travels under structures.
- If a vehicle is equipped with an antenna/whip, strobe/lightbar or any other apparatus above the height of the vehicle, the additional height must be included when measuring the vehicle's height.
- Bed indicators (alarms/visual) should be installed on all haul trucks.
- Travel routes under conveyors should be limited and marked.

Measurement of overhead power lines must be completed in a safe manner. Blasting contractors/surveyors/utility functions should be included in planning and measurement to support safe task performance.

RISK ASSESSMENT FOR WORK CONDUCTED UNDERNEATH OVERHEAD SERVICES / CABLES

There is a hierarchical approach to working underneath overhead services/cables:

- Avoidance - Can the work be carried out in another location?
- Diversion - Can the overhead services be diverted away from the work location?
- Isolation - Can the services be isolated to remove the electrical hazard?

Where working near/underneath overhead conductors is unavoidable, site management/supervision must be involved in the risk assessment process. A Take-5 or more formal risk assessment (e.g., Work Hazard Assessment, or WHA), must be completed. Participants of the assessment must include all individuals working under power cables or otherwise involved in the work. If possible, de-energizing powerlines, maintaining proper distances (20 feet), or using a watchman to warn the operator should be the minimum requirements implemented when working near/underneath a powerline.



SUPPLEMENTAL INFORMATION

SURFACE MOBILE EQUIPMENT PROGRAM (MSHA)

REQUIREMENTS FOR A WRITTEN SURFACE MOBILE EQUIPMENT PROGRAM (MSHA)

For sites under the jurisdiction of the Mine Safety and Health Administration (MSHA), sites must have written safety programs for surface mobile equipment (excluding belt conveyors) at surface mines and surface areas of underground mines. Surface mobile equipment includes:

- Wheeled, skid-mounted, track-mounted, or rail-mounted equipment capable of moving or being moved, and any powered equipment that transports people, equipment, or materials.
- The rule excludes belt conveyors and any manually powered tools such as wheelbarrows, hand carts, push carts, welding carts, cylinder carts, basic hand trucks, or dollies.

The written safety program must include actions to:

- Identify and analyze hazards and reduce the risks related to the movement and operation of surface mobile equipment:
 - A responsible person must evaluate and update the safety program at least annually or as:
 - ✓ mining conditions or practices change that may affect miners' safety or health;
 - ✓ accidents or injuries occur; or as
 - ✓ surface mobile equipment changes or modifications are made. must include input from miners and their representatives and identify hazards and risks.
- Develop and maintain procedures and schedules for routine maintenance and non-routine repairs for surface mobile equipment:
 - Procedures and schedules for maintenance and repairs can reflect or reference existing procedures and schedules.
 - New procedures and schedules are not necessary unless the operator does not have them in place already.
- Identify currently available and newly emerging feasible technologies that can enhance safety at the mine and evaluate whether to adopt them:
 - Consider feasible technologies that are capable of being used successfully at the mine.
 - Demonstrate compliance by showing, for example, that the operator or their personnel:
 1. attended industry meetings, or NIOSH and/or MSHA meetings that discuss available or newly emerging technologies;
 2. reviewed equipment vendor material; or
 3. attended mine safety and health conferences that include vendor exhibits and equipment demonstrations.
- Train miners and other persons at the mine to identify and address or avoid hazards related to surface mobile equipment:
 - Parts 46 and 48 training plans, which already should include hazard training, are incorporated into the safety program.
 - No new training is required unless the mine operator has not addressed any newly identified hazards in the operator's applicable training plans.

The responsible person must have experience and knowledge about mining conditions and processes necessary to evaluate and update the written safety program. Multiple persons can be designated as a responsible person.

Sites must keep records of the written safety program available for inspection by MSHA, miners, and miners' representatives.

Attachment B provides a link to the NAM Surface Mobile Equipment Program template.

PLACE ATTACHMENT A (VEHICLE SEGREGATION RISK ASSESSMENT TOOL) HERE

(Please see additional Word document with assessment tool)

ATTACHMENT B – LINK (SURFACE MOBILE EQUIPMENT PROGRAM TEMPLATE)

<https://hcgrouppnet.sharepoint.com/sites/intranet-us/en-US/Documents/Surface%20Mobile%20Equipment%20Program%20Template%202024.docx>

1. Revision and Document Control History

REVISION AND DOCUMENT CONTROL HISTORY		
Rev No	Date	Description of Revisions
00/01	04/2018	Final Document
02	04/2021	<ul style="list-style-type: none">Revision to update in Protocol format and split into Vehicle Segregation and Safe Vehicle Operation protocols.
03	04/2022	<ul style="list-style-type: none">Addition of Overhead Power Lines & Structures Supplemental Information.
04	04/2024	<ul style="list-style-type: none">Added Surface Mobile Equipment Program (MSHA) Supplemental Information.