



ADDENDUM #2

To: Tender Holder
Project: Grid 797 Pipestone Creek Culvert Replacement
Owner: Rural Municipality of Frenchman Butte No. 501
BAR Project No.: 24MU-598400
From: Kelly Stovra
Date: February 13, 2025
Number of Pages: 33 Pages

Please be advised of the following Addenda pertaining to the above referenced Tender:

1. Facility Crossing Agreement

Executed facility crossing agreement between TransGas. and the RM of Frenchman Butte No. 501 is attached.

2. Responses to Bidder Questions

2.1. Question: SaskTel Line

The cross sections show a Sasktel line with an unknown depth running basically right through the 2400mm culvert to be installed.

- a) Is the line live or abandoned?
- b) Will it be removed or relocated prior to the project starting (if so what is the timeline for this).
- c) What is the expectation for the contractor to work around this line?

Response:

- a) The SaskTel line is live.
- b) SaskTel is planning to install a temporary line, which is anticipated to be completed prior to construction commencement (i.e. prior to July 1, 2025).
- c) The temporary line will be installed by SaskTel outside of the construction extents. It is anticipated that the existing line can be removed during excavation once it has been abandoned by SaskTel and the temporary line installed.

2.2. Question: Clearing and Grubbing

- a) The tender documents mention salvaging merchantable timber. Can you please clarify what will be expected of the contractor with respect to merchantable timber? How much are you expecting? What exactly are we expected to do with it?

- b) Can you please confirm your expectations with respect to disposing of cleared and grubbed material? Burning vs. burying in a snake pit vs. hauling off site, etc.**

Response:

- a) Merchantable timber is not anticipated nor required under this Contract. All timber cleared from within the construction limits shall be disposed of in accordance with Standard Specifications Section 31 11 00, Clearing and Grubbing.
- b) Section 3.1 and 3.2 of Standard Specifications Section 31 11 00, Clearing and Grubbing, outline the requirements for disposal of all cleared and grubbed materials. The materials shall be burned in accordance with the Specifications. If burning is not possible, the materials shall be buried in pits.

2.3. Question: Removing and Disposing of Culverts

- a) **Is there any expectation for the contractor to attempt to salvage any culvert material, or is it anticipated that this will all be treated as scrap metal.**
- b) **How will removed culverts be disposed of?**
- i. **Will the contractor be responsible for hauling it to an off-site location**
- ii. **If it is to be disposed of as scrap, who is responsible for arranging the scrap bin and loading it?**

Response:

- a) The existing culvert material shall be treated as scrap metal.
- b) The Contractor will be responsible for hauling the scrap culvert material for disposal to the NW 34-5-26-W3 in the vicinity of the RM supplied aggregate stockpiles. The RM will be responsible for disposing the culverts off site from this location.

2.4. Question: Erosion Control Plan

Are the bid items for silt curtain, silt fence, erosion control blanket etc. meant to cover the items identified in the erosion control plan the contractor is required to submit? Or, are items identified as required in the plan meant to be included in the erosion control plan bid item?

Response:

The "Control of Water" bid item is for items such as cofferdams, diversion works, fish salvage, etc. as outlined in Special Provisions Section 6.15.6 Control of Water. The silt curtain, silt fence, erosion control blanket bid items are unit rate and will be compensated for in accordance with the applicable measurement and payment terms based on actual installed quantities measured in the field.

2.5. Question: Excavation Quantities

- a) **How much working room on either side of the 2400mm culvert is included in the excavation quantity for that culvert installation? I understand that there is some planning required between the consultant and the successful contractor, but is the intent to pay for all excavation required to install the culvert at the applicable unit price, or is there some excavation (benching etc.) that is considered incidental and not payable at said unit rate?**
- b) **Please provide some elaboration as to what is included in each excavation quantity, specifically with excavation to stockpile bid items. If the contractor places excavation material directly into the fill rather than into a stockpile for future placement (double handling), how is that quantity measured and payable? For example, embankment through the deep fill section may be constructed from culvert excavation material, rather than hauling 100% of excavated material to stockpile.**

Response:

- a) Yes, the intent is to measure and pay for all excavated material required to complete the removal of the existing culvert and the culvert installation. This would include any working room required by the Contractor and agreed to with the Consultant. Material excavated for the culvert removal and installation below the design subgrade line shall be classified as Over-Excavation.
- b) Material that is excavated and placed directly in the final embankment, without stockpiling, will be paid under either item Part B: Earthworks 2.2 Common Excavation to Compacted Embankment Including Hauling, or 4.1 Over-Excavation to Compacted Embankment Including Hauling in accordance with the Contract measurement and payment terms. Any material that is required to be stockpiled prior to placing in the final embankment will be paid for twice to account for the double handling of the material.

2.6. Question: Density Testing on Embankment Materials

Please confirm who is responsible for paying for ongoing density testing as embankments are being constructed?

Response:

The Owner will provide and pay for the Quality Assurance (QA) testing, which includes ongoing density testing of the completed embankments as they are being constructed (i.e. when the Contractor deems the embankment has been constructed and completed in accordance with the specifications). However, the Contractor is responsible for Quality Control (QC) throughout the entire project and QA testing shall not be considered a substitute for QC testing. It is expected that when the Contractor requests QA testing, that the Contractor has done their due diligence to confirm that the construction has been completed in accordance with the specifications.

2.7. Question: The culvert quote states “delivered to municipal shop” – is it expected that the Contractor transports the culvert sections from the municipal shop to the job-site?

Response:

No, the Owner will pay for the Culvert to be delivered to site. Any additional cost required for delivery to the site shall be included in payment under the Cash Allowance bid item for Culvert Supply.

2.8. Question: Is granular fill for over-excavation areas also supplied by Owner?

Response:

Yes, the Owner will provide the granular fill for the over-excavation areas.

2.9. Question: What is the anticipated depth of water on the inlet side of the culvert?

Response:

The Contractor will be required to confirm the depth of water on the inlet side. On January 16, 2025, the Owner and Consultant measured the water depth to be 600mm in one select location upstream of the culvert invert. It is not known if the measured location was at the deepest point or representative of the entire area.

2.10. Question: Who is to bear the cost of the environmental monitor and fish salvage?

Response:

The Contractor will be responsible for fish salvage under Bid Item PART E 1.1 Care of Water as outlined in Special Provision 6.15.6. The Owner will be responsible for the cost of the

environmental monitor.

Attachments TransGas Crossing Agreement (29 pages)



Crossing Co-ordination
700 – 1777 Victoria Ave.
Regina, Saskatchewan,
S4P 4K5

Facility Crossing or Work Consent Agreement

TGL PERMIT No. 202500035

Pipeline Number: 23.0100.100

Grantee Reference No. 24MU-598400

Applicant Information	Specific Terms & Conditions																																	
<p>Grantee: Legal (Company) Name: <u>Rural Municipality of Frenchman Butte No. 501</u></p> <p>Grantee Address for Notices: Attention: <u>Aaron Neilly</u> Mailing Address: <u>Box 180</u> <small>Street Address or P.O. Box</small></p> <p style="text-align: center;"><u>Paradise Hill</u> <u>SK</u> <small>City Province/State</small></p> <p style="text-align: center;"><u>S0M 2G0</u> <small>Postal Code/ZIP</small></p> <p>Telephone: <u>306-837-7601</u> Fax: <u>N/A</u> Email Address: <u>rm501cet@sasktel.net</u></p> <p>Grantee Field Contact for Re-Entry: Contact Name: <u>Aaron Neilly</u> Telephone: <u>(306) 837-7601</u> Email Address: <u>rm501cet@sasktel.net</u></p> <p>Location of Activity Area: Legal Land Description LSD or ¼: <u>SW Section: 3 Township: 54 Range: 26 Meridian: W 3 M</u></p>	<p style="text-align: center;"><i>The following work is authorized by this Agreement</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: left;">Yes</th> <th style="width: 10%; text-align: left;">No</th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Ground Disturbance Only</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Foreign Pipeline Crossing(s) Number of Pipes _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Underground Cable Crossing(s) Number of Cables _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Above Ground Electrical Crossing(s) Number of Cables _____</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Temporary Equipment/Vehicle Crossing(s) (at existing grade)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Temporary Equipment/Vehicle Crossing(s) (additional support required)</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Permanent Road Crossing(s)</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Rail Crossing</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Fencing</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>Culvert(s)</td> </tr> </tbody> </table>	Yes	No		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Ground Disturbance Only	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foreign Pipeline Crossing(s) Number of Pipes _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Cable Crossing(s) Number of Cables _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Above Ground Electrical Crossing(s) Number of Cables _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Equipment/Vehicle Crossing(s) (at existing grade)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temporary Equipment/Vehicle Crossing(s) (additional support required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Permanent Road Crossing(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rail Crossing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Culvert(s)
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TransGas Limited (the “Grantor” or “TransGas”) has constructed certain natural gas transportation, transmission, storage or other facilities or has acquired one or more rights-of-way across certain lands, or both (the “Grantor’s Facility”).

You (the “Grantee”) propose to perform certain Work, and/or to install one or more facilities described in Schedule “B” (the “Grantee’s Facility”), in an area where the consent of the Grantor is required.

Once executed by the Grantor, this Facility Crossing or Work Consent Agreement shall be the terms and conditions of that consent, as agreed to by Grantor and Grantee, and shall include the following Schedules (the “Agreement” or “Facility Crossing Agreement”):

Schedule “A”

The CAPP Facility Crossing Agreement, Schedule “A”, Mutually Agreed to Terms and Conditions (November 1993, reissued December 2001) attached hereto, are hereby incorporated into this Agreement as Schedule “A”.

Schedule “B”

The attached Grantee supplied mapping, drawings and equipment list shall constitute Schedule “B”, Location Plan, Profile and Equipment List. In the event of a conflict or inconsistency between Schedule “B”, and the requirements of this Agreement, including Schedules “A” or “C”, the Agreement shall prevail.

Schedule "C"

The specific Terms and Conditions for TransGas --Version Date: June 9, 2020, attached hereto, are hereby incorporated into this Agreement as Schedule "C".

(the "Schedules").

Crossings during weekends and statutory holidays are not permitted unless prior arrangements are agreed to by the Grantor Field Representative. By executing this Agreement, you agree that a Grantor Field Representative be designated by the Grantor in its sole discretion.

Please have particular regard to the requirements of Schedule "C" of the Agreement. **You must contact Sask 1st Call at 1-866-828-4888 prior to any excavation. You must have a paper copy of the Agreement and Schedules "A", "B" and "C" on site. You must contact the TransGas Field Representative prior to commencing work.**

In the event of an EMERGENCY, please phone Gas Control at 306-777-9800 (24 hours).

The individual signing this Agreement certifies they have read the Agreement and the Schedules referenced herein, and, if the Applicant is a corporation, have authority to bind the corporation.

This Agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxed or electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party or parties to this agreement.

This Agreement may be executed by the parties and delivered using DocuSign, a generally recognized e-signature technology.

Applicant's Signature

TransGas Limited Approval

Date: February 12, 2025 | 1:16 PM CST

Date: February 12, 2025 | 1:55 PM CST

Legal Company Name: RM of Frenchman Bute No. 501 TransGas Limited

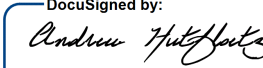
Name: Aaron Neilly

Name: Andrew Hutfloetz

Title: Manager of Infrastructure Services

Sr. Technical Assistant

Signature:  Signed by: C2D88AACAA5BC466...

Signature:  DocuSigned by: B926FAAA807542F...

Notices to Grantor and Grantor Field Representative

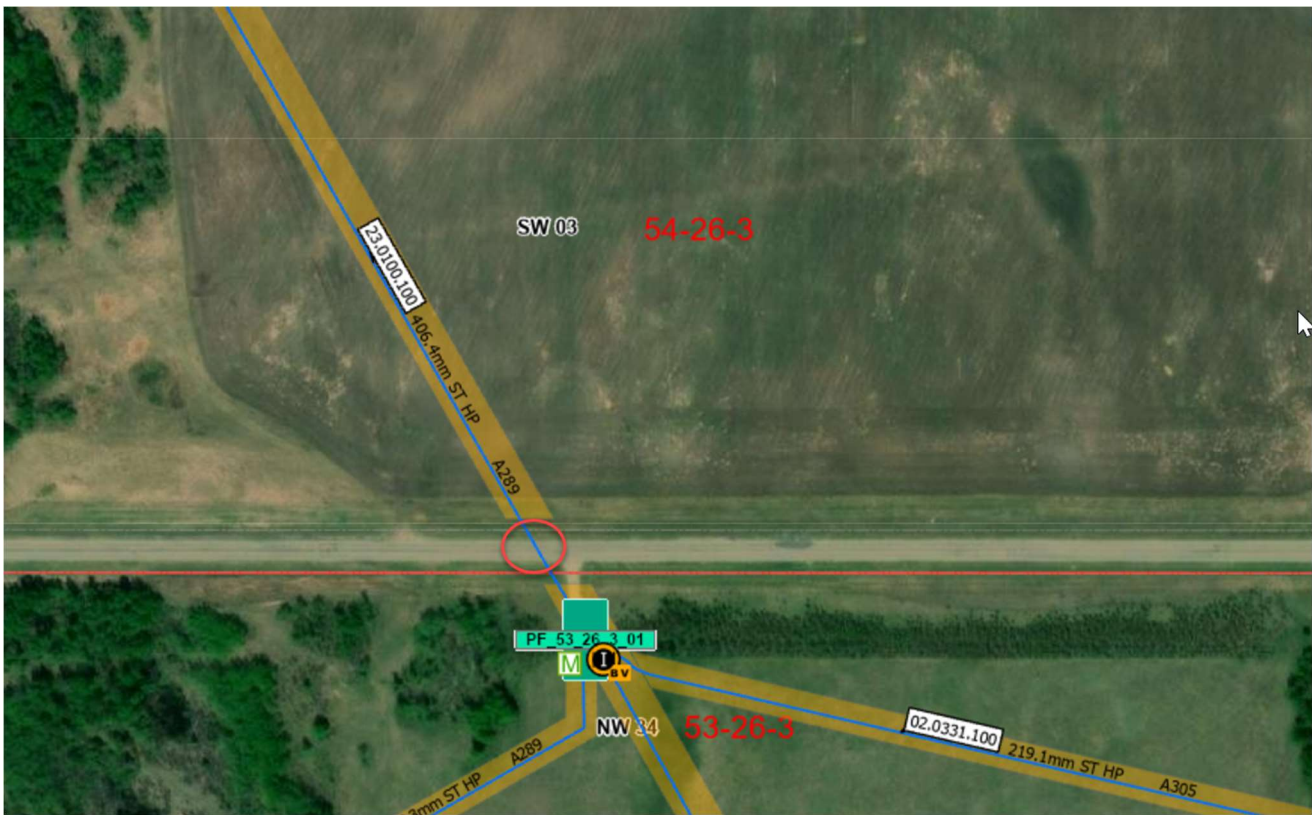
Grantor's Corporate Office	Grantor's Field Representative
TransGas Limited 1000 – 1777 Victoria Avenue Regina, Saskatchewan S4P 4K5 Fax: (306) 565-3332 Attention: Executive Vice President, Stakeholder Engagement, General Counsel & Corporate Secretary	<u>North (West) Area</u> District <u>Dispatch:</u> Telephone: <u>1-888-700-0427</u> Press option 5, and then option 3

Schedule "B" – Location Plan, Profile and Equipment List.

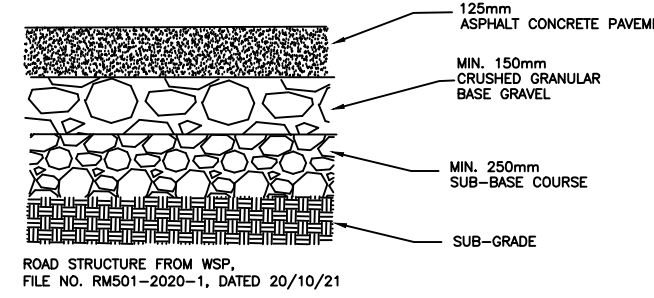
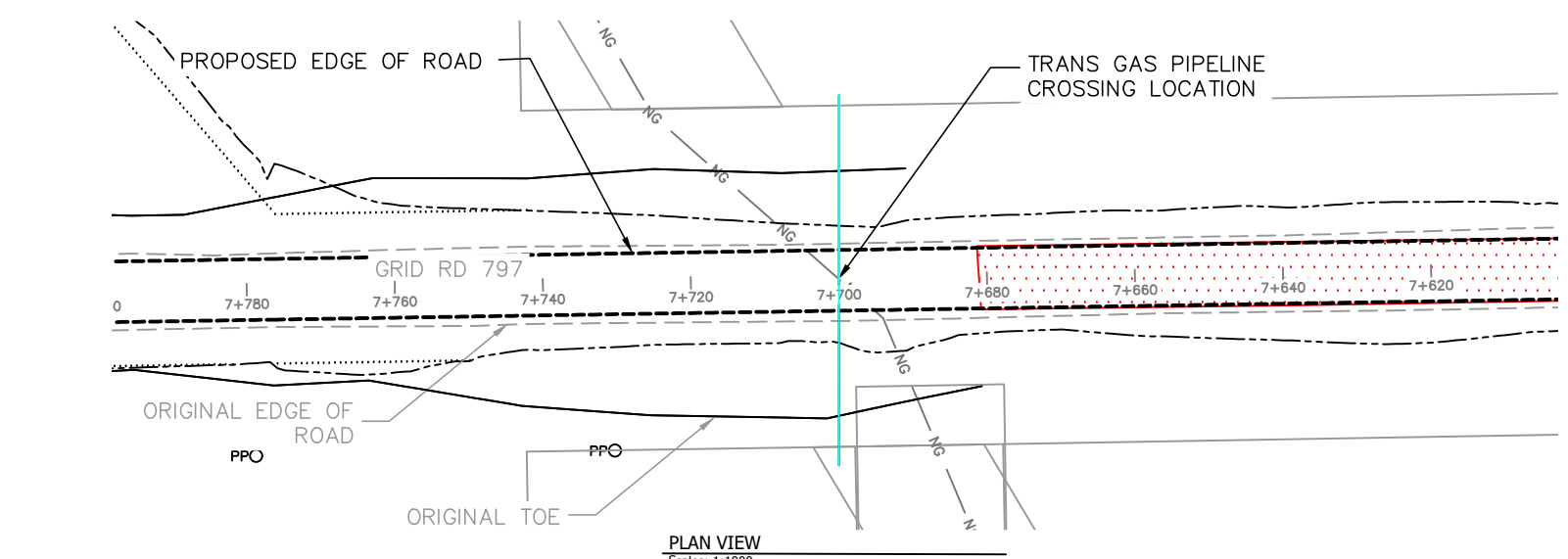
Following are map(s) or drawing(s) of the Grantee's proposed Work and an equipment list where a motor vehicle or equipment crossing consent is required. Additional pages attached. (number of additional attached pages: 2).

SW-03-54-26-W3

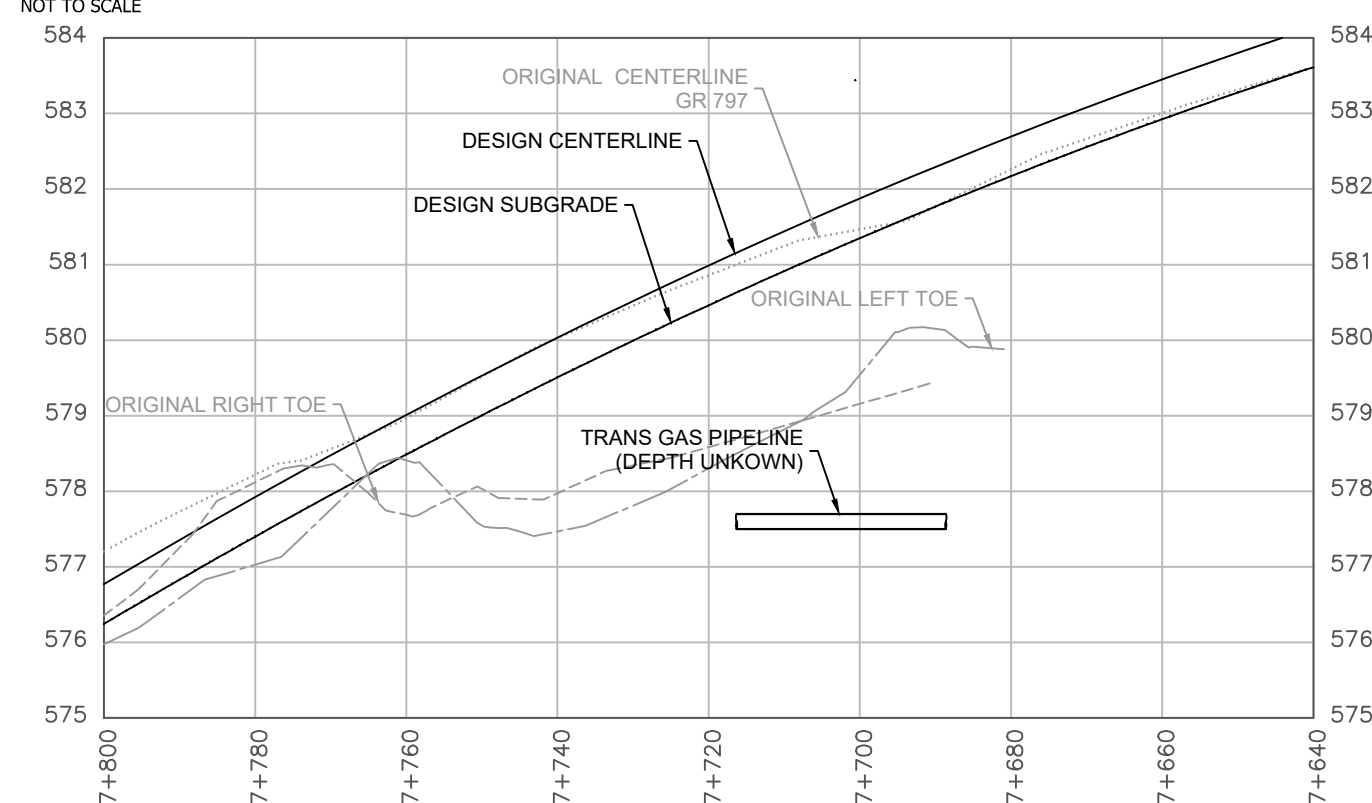
Permanent road construction approved with the following Conditions: Construction as shown in profile on attached page, with no ditch cut allowed. Side slopes of the road will have topsoil removed and replaced. Road construction has to be within the existing road allowance, road widening is not permitted. Equipment crossing TransGas pipeline along the road and road allowance.



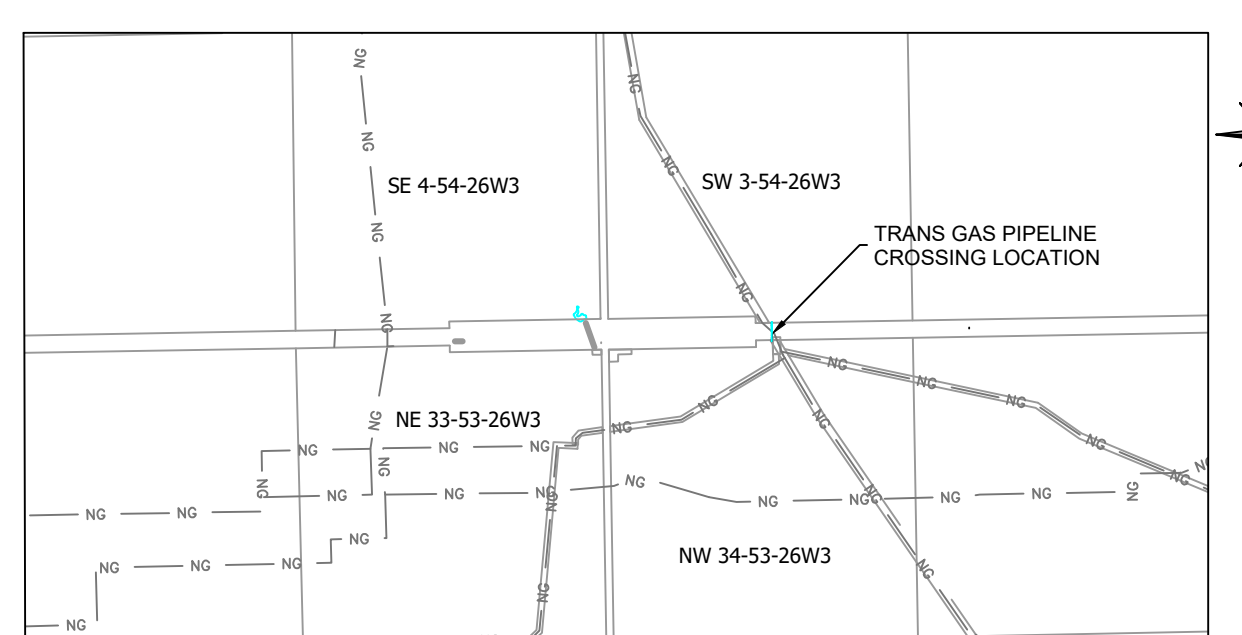
Drawing path: \\FSJ\Project Files\Municipal\24MU-598400 RMF Pipestone Creek Culvert Replace\400-Drawings\Figures\Crossing Agreements\24MU-598400 TRANS GAS XING.dwg Layout: 11x17 Page Last Saved: Jan 7, 2025 - 4:43 PM Plotted: February 11, 2025 10:06:03 AM



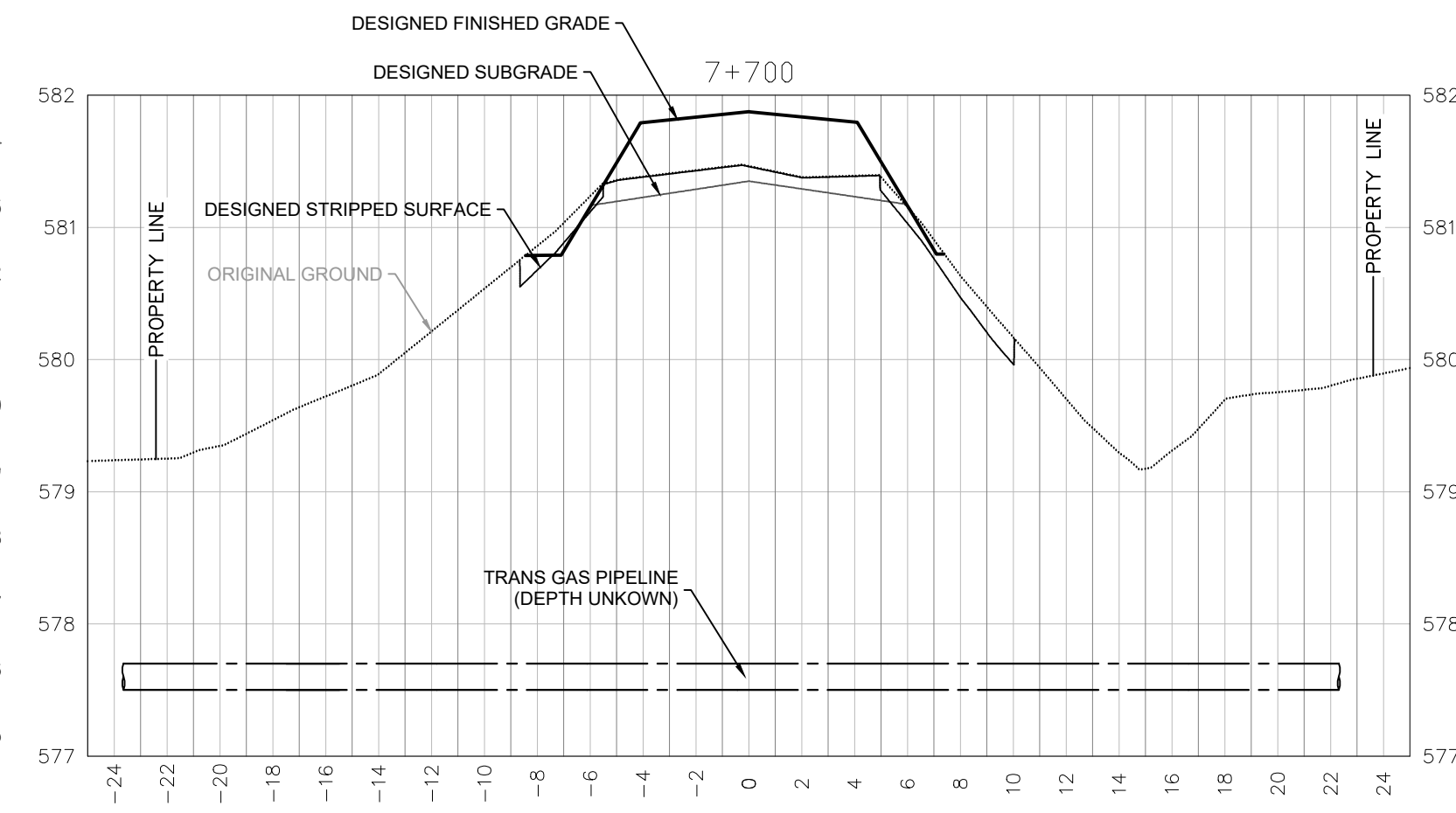
TYPICAL ROAD STRUCTURE DETAIL
NOT TO SCALE



PROFILE VIEW
Scales: 1:1000 HORIZONTAL; 1:50 VERTICAL



KEY PLAN
Scales: 1:20,000



CROSS SECTION
Scales: 1:250 HORIZONTAL; 1:50 VERTICAL

Legend	DESIGN	ORIGINAL	DESIGN	ORIGINAL	DESIGN	ORIGINAL
Water Main			Overland Flow		Catchbasin - F-36	
Water Service			Storm Ponding Area		Catchbasin - F-36	
Water Reducer			Sanitary Sewer Main		Light Standard	
Water Meter			Sanitary Sewer Service		Proximal	
Valve			Storm Sewer Main		Roadway Sign	
Blow-off Valve			Storm Sewer Service		Gas Lines	
Hydrant			Sanitary Manhole		Telephone Lines	
Water Service C.C.			Sanitary Inspection Riser		UGI Power Lines	
Elevations	642.00	642.00	Storm Manhole		Oil Power Lines	
Grades	4.00%	0.45%	Curb Ramp		Fence Chain Link	
					Fence Wood	

Note:
The location of the utilities shown is approximate only. Other utilities may exist that are not shown. The exact locations should be determined by consulting the municipal authorities and utility companies concerned. The contractor shall also verify the exact location and invert elevation by hand excavation before construction.
All chainages are calculated along the centerline right of way.

NO.	DESCRIPTION	BY	CHK	MM/DD/YY
1	ISSUED FOR CROSSING AGREEMENT	DJB	SWS	02/11/25
0	ISSUED FOR CROSSING AGREEMENT	DJB	SWS	01/07/25

*** FOR CROSSING AGREEMENT APPLICATION ONLY ***

BAR ENGINEERING

SCALE: AS SHOWN

PROJECT #: 24MU-598400

DRAWING #: X-01

RM OF FRENCHMAN BUTTE NO. 501

GRID 797 PIPESTONE CREEK CULVERT REPLACEMENT
STA 7+700 TRANS GAS PIPELINE CROSSING
CROSSING AGREEMENT APPLICATION
RM OF FRENCHMAN BUTTE NO. 501, SK

SHEET #: 1 of 1



January 8, 2025 | Project No.: 24MU-598400

TransGas
500 - 1777 Victoria Ave
Regina, SK
S4P 4K5

Attn: To Whom It May Concern

**Re: Permit to Cross and Work Within Proximity of TransGas Pipelines
Grid Road 797 Pipestone Creek, RM of Frenchman Butte No. 501, SK**

We are hereby forwarding, on behalf of the RM of Frenchman Butte No. 501 (RM), for your approval, a request to cross the following existing TransGas gas lines for the work associated with Reconstructing Grid Road 797 within the RM.

- Station 7+700 (Grid Road 797) SW 3-54-26W3 & NW 34-53-26W3

The attached drawing shows the location of the gas line crossing along with the road centerline profiles and road cross sections at the TransGas pipeline crossings. It is important to note that the road will be excavated to accommodate the depth of a proposed new asphalt structure, including gravel and asphalt concrete pavement. The depth of cover over the TransGas lines will be reduced temporarily during construction to allow the construction of the asphalt structure. Contractors will hydro vac and expose the gas lines for verification of pipeline depth before any excavation.

It is important to note that the proposed asphalt structure depth that will be placed on Grid Road 797 is 525mm including both gravel and asphalt concrete pavement. Subgrade preparation below the existing road will be excavated up to a depth of 600mm. This means that the depth of cover over the Pipeline will be reduced temporarily during construction to allow for the construction of the asphalt structure.

The construction start date is proposed to start on or about July 1, 2025. If any additional information is required regarding this application, please call Dylan Brown at 780-875-1683.

**Yours truly,
BAR Engineering Co. Ltd.**

**Dylan Brown, P. Eng
Intermediate Engineer
Municipal Division**

Attachments: RM of Frenchman Butte No. 501 Grid Road 797 Crossing Agreement Application
Figure No. X-01

Schedule A

Mutually Agreed to Terms and Conditions

Schedule A forms part of the Facility Crossing Agreement.

1. Interpretation

1.01 In this Agreement, including the recitals, the words and terms used shall have the following meanings:

- (a) “Crossing Area” means the area of intersection of Grantor’s and Grantee’s rights-of-way and/or Facilities as outlined in red on Schedule “B”;
- (b) “Grantee’s Facility” means the facility or facilities to be constructed by Grantee and to be located within, across, along, upon, over or under the Crossing Area;
- (c) “Grantor’s Facility” means the facility or facilities of Grantor located within, across, along, upon, over or under the Crossing Area;
- (d) “Facility” means:
 - i) any structure that is constructed or placed on or in the right-of-way within the Crossing Area (concrete slab, concrete conduit, retaining wall, special fences such as chain link, etc.); and
 - ii) any highway, public or private road, railway, irrigation ditch, drain, drainage system, sewer, dike, cable line, telecommunication line, telephone line or line for the transmission of hydrocarbons, power or any other substance that is or is to be carried across, along, upon, over or under the Crossing Area;
- (e) “said lands” means the lands described in Schedule “B”;

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- (f) “the Body of this Agreement” means the Agreement to which this Schedule is attached and which has been executed by the parties;
 - (g) “this Agreement” means the Body of this Agreement and the Schedules attached to it; and
 - (h) “Work” means, with respect to a Facility, the carrying, laying, installing, constructing, maintaining, operating, repairing, inspecting, replacing, altering, removing, abandoning and such other operations as may be required from time to time.

1.02 Unless a term or provision contained in the Body of this Agreement, if acted upon, would result in violation of any code, statute, law, regulation, permit, license, or governmental order, the following shall apply:

- (a) If any term or provision conflicts with a term or provision contained in any Schedule, the term or provision in the Schedule shall prevail.
- (b) If any terms or provisions of the Schedules conflict, the following shall apply: Schedule “C”, if present, shall prevail over Schedules “A” and “B”, Schedule “B” shall prevail over Schedule “A”.

2. Consent

Grantor hereby agrees, insofar as it has the right to do so, that the Grantee may perform the Work on Grantee’s Facility in the Crossing Area in accordance with the terms and conditions of this Agreement.

3. Compliance with Statutes and Regulations

Grantee shall at all times comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force. The minimum applicable technical standards therein shall apply to both parties unless more stringent standards are provided for in this Agreement. If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.

4. Position of Facility

Unless otherwise indicated in any of the Schedules, or ordered by governmental authority or regulations:

- (a) Grantor's Facility shall be entitled to the upper position in the Crossing Area except for above grade facilities;
- (b) A minimum distance of 30 centimeters shall be maintained between the external surfaces of the underground Facilities; and
- (c) Grantee's Facility shall be maintained at the same depth with no side bends for the entire width of the Crossing Area.

5. Conditions

When Grantee performs work on Grantee's Facility in the Crossing Area, the following terms and conditions shall apply:

- (a) Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone, a minimum of 72 hours (excluding Saturdays, Sundays and Statutory Holidays) before commencement of Grantee's Work within 30 metres of the Crossing Area and, if unable to contact that person, Grantee shall serve a minimum of 72 hours written notice pursuant to Clause 8 hereof before commencement of Grantee's Work.
- (b) Grantor has the right to have a representative present to inspect the Work of Grantee in the Crossing Area.
- (c) During installation pursuant to this Agreement, Grantee shall have available at the Crossing Area a copy of this Agreement.
- (d) Before proceeding to excavate within 5 metres of the Crossing Area, Grantee shall fully expose Grantor's Facility by hand digging. Grantee shall not use or permit the use of an excavating machine within 1.5 metres of either side of any existing Grantor's Facility unless otherwise agreed to in Schedule 'C'.
- (e) Grantee shall, where applicable, install and maintain during performance of the Work suitable markers indicating the location of Grantor's Facility in the Crossing Area.
- (f) Grantee shall lay down and construct its Facility in accordance with the Schedules to this Agreement.

-
- (g) Grantee shall carry out all Work in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.
 - (h) The party performing the Work shall ensure no damage occurs to existing Facilities while the Work is being performed in the Crossing Area including damage which may result from the use of heavy work equipment outside the Crossing Area while performing the Work in the Crossing Area.
 - (i) Where necessary, Grantee shall support Grantor's Facility as required, or as directed by Grantor, while any Work is being carried out hereunder.
 - (j) In the event that Grantor's Facility suffers contact damage or other damage as a result of Grantee's Work, Grantor shall be notified forthwith and its repair shall be carried out as directed by Grantor at Grantee's cost.
 - (k) Where cathodic protection is required by Grantor as a result of Grantee's installation, Grantee at its cost shall, at the time of the construction of its Facility, install and thereafter maintain a cathodic protection testing station for Grantor's Facility at the crossing in accordance with the attached Schedule "C" or as directed by Grantor's representative.
 - (l) At least 24 hours (excluding Saturdays, Sundays and Statutory Holidays) prior to covering Grantor's exposed Facility, Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone for inspection.
 - (m) Grantee shall, where applicable, install and maintain suitable buried markers indicating the location of Grantee's Facility in the Crossing Area.
 - (n) Unless otherwise directed by the Grantor, the Grantee shall cover Grantor's Facility with at least 30 centimeters of select backfill material prior to commencing backfilling operations. Grantee shall, in backfilling the excavation in the Crossing Area, compact the fill material in 15 centimetre layers, or such greater depth specified by Grantor's Field Representative.
 - (o) Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.
 - (p) Grantee shall maintain the Crossing Area in good order and condition and carry out expeditiously all Work hereunder.

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- (q) Except as otherwise provided herein, the cost of Work with respect to each party's Facilities within the Crossing Area undertaken by either party shall be borne by the party requiring such Work.
 - (r) The cost associated with the location, identification or supervision shall not be charged to or borne by the other party unless specified in Schedule 'C'.
 - (s) Grantee shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Agreement or of anything done by Grantee pursuant to this Agreement. In addition, Grantee shall indemnify Grantor from and against all such taxes, rates and assessments.

6. Remedy on Default

In the case of default by Grantee in carrying out any of the provisions of this Agreement, Grantor may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, Grantor may take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying the default.

7. Further Work

- (a) If, subsequent to the initial Work undertaken by Grantee for its Facility, either Grantor or Grantee desires to undertake any Work in the Crossing Area in respect of its Facility, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply *mutatis mutandis* to all subsequent Work undertaken by either party under this Clause 7; and, for further certainty, the provisions of this Agreement shall be read as if "Grantee" were substituted for "Grantor" and vice versa as the situation requires.
- (b) Notwithstanding the foregoing, installation of any Facility other than those shown on attached Schedule "B" shall require a separate Facility Crossing Agreement.
- (c) Notwithstanding the foregoing, if emergency Work in the Crossing Area is required with respect to a party's Facility, that party shall commence the necessary Work and shall forthwith give the other party's Field Representative verbal notice of the emergency and necessary Work, and shall forthwith give notice pursuant to Clause 8 hereof.

8. Notices

Notices shall be in writing and shall be sent to the parties at the addresses for notice shown in the Body of this Agreement. The following shall govern notices:

- (a) Either party may from time to time change its address for service by giving notice to the other party.
- (b) All notices required to be given hereunder may be delivered by hand, mailed by registered or prepaid mail, or sent by telecommunication. If mailed, the notice shall be deemed to have been received seven days (Saturdays, Sundays and Statutory Holidays excluded) after the mailing thereof. If delivered by hand, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by telecommunication, the notice shall be deemed to have been received on the first business day following the day it was dispatched.
- (c) No notice shall be effective if mailed during any period in which Canadian postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.
- (d) Notwithstanding the foregoing, to the extent described in this Agreement, Grantor's and Grantee's Field Representatives or designated alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting Work hereunder.

9. Liability and Indemnity

- (a) Liability
 - (i) Grantee shall be liable to Grantor for all loss, damages and expenses which Grantor may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
 - (ii) Grantor shall be liable to Grantee for all loss, damages and expenses which Grantee may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission by Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

(b) Indemnity:

- (i) Grantee shall indemnify and save harmless the Grantor against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantor or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
- (ii) Grantor shall indemnify and save harmless the Grantee against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantee or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

10. Insurance

- (a) Without in any way limiting the liability of either party under this Agreement, each party shall obtain and keep in force during the term of this Agreement comprehensive general liability insurance covering liability for bodily injury and property damage arising from Work contemplated by this Agreement. The limit of this insurance shall not be less than five million dollars, inclusive, for any one occurrence unless otherwise agreed by the parties in writing. This policy shall provide coverage for liability assumed under this Agreement.
- (b) A party upon request of the other party, shall furnish written documentation, satisfactory to the requesting party, evidencing the required coverage.
- (c) As an alternative to the five million dollar policy of comprehensive general liability insurance referred to in Subclause 10 (a), if acceptable to the other party, a party may self-insure against the risks normally covered by such a policy.

11. Changes to Agreement

No change, modification or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof.

12. Assignment

- (a) Neither party to this Agreement shall assign or transfer this Agreement nor the rights and privileges hereby granted without the written consent of the other party, and such consent shall not be unreasonably withheld. The party intending to assign or transfer this Agreement shall give to the non-assigning party to this Agreement notice of its intent by registered mail.
- (b) The non-assigning party to this Agreement may require the assignor and assignee to execute a novation agreement in a form acceptable to the non-assigning party.

This Agreement shall enure to the benefit of and be binding upon the parties, their successors and assigns.

13. Governing Law

This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws of the province in which the Work is to occur.

14. Term

The rights and obligations of the parties under this Agreement shall terminate:

- (a) two years from the date hereof if construction of Grantee's Facility has not commenced, or
- (b) upon proper abandonment or removal of all of Grantor's or Grantee's Facilities from the Crossing Area and the completion of any reclamation Work required by applicable laws, except for those rights acquired and obligations incurred prior to such events.

15. Miscellaneous

- (a) In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.
- (b) Words such as "hereto", "thereto", "hereof"; and "herein", when used in this Agreement, shall be construed to refer to provisions of this Agreement.

-
- (c) The headings of all clauses of this Agreement, and the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
 - (d) Time is of the essence of this Agreement.
 - (e) No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.

16. Entire Agreement

This Agreement, including the recitals and schedules, sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings, whether written or oral, between the parties dealing with the Facilities and the Crossing Area, and all rights and obligations as herein described.

Schedule "C" Specific Terms and Conditions

This is Schedule "C" forming a part of a Facility Crossing or Work Consent Agreement between Grantor and Grantee. Capitalized terms used in these Specific Terms and Conditions (Schedule "C") shall have the meaning ascribed to them in the Mutually Agreed to Terms and Conditions (Schedule "A"), unless otherwise defined herein.

Unless otherwise indicated, all Clause references herein refer to Clauses in Schedule "A". Clause 1.02(b) of Schedule "A" is deleted. In the event of a conflict between this Schedule "C" and Schedule "A", this Schedule "C" shall govern. In the event of a conflict between this Schedule "C", and Schedules "Std.C.0141", this Schedule "C" shall govern. Schedules Std.C.0141 shall otherwise form part of this Schedule "C".

An application on these terms and conditions will be refused if these terms and conditions are deemed inadequate in the circumstances, by Grantor in Grantor's sole discretion.

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TransGas is subject to the jurisdiction of the Saskatchewan Ministry of Energy and Resources and to *The SaskEnergy Act* and *The SaskEnergy Regulations*. Activities within the pipeline right of way, within 10 meters of the pipeline right of way, or within 15 meters of the pipeline if no right of way exists, must be performed in compliance with Section 20 of *The Pipelines Act, 1998* (Saskatchewan), *The SaskEnergy Act*, the regulations to the foregoing, and other applicable legislation. Notice is required to TransGas if work is to be performed within 30 meters of the pipeline.

MIPL is subject to regulation by the Canada Energy Regulator. Activities within 30 meters of the pipeline centerline must be performed in compliance with the *Canadian Energy Regulator Act*. The conditions and requirements for such activities are governed in part by the National Energy Board Pipeline Damage Prevention Regulations - Authorizations and National Energy Board Pipeline Damage Prevention Regulations - Obligations of Pipeline Companies or any successor legislation.

Any person that intends to construct a facility across, on, along or under a pipeline, engage in an activity that would cause a ground disturbance within a prescribed area or operate a vehicle or mobile equipment across a pipeline must, before the construction, activity or operation is to start, inform all persons working on their behalf, including employees, contractors and subcontractors, of their obligations under the foregoing.

Please ensure your staff and contractors are knowledgeable as to the contents thereof.

A. All Work and Ground Disturbance Only

The following specific terms and conditions apply to all Work, including without limitation, Work performed under Headings B. to J. of this Schedule "C":

1. For the purposes of this Agreement, "ground disturbance" has the meaning as set out in *The Pipelines Act, 1998* (Saskatchewan) where TransGas is the Grantor, or as set out in the *Canadian Energy Regulator Act* where MIPL is the Grantor. "Work" includes, without limiting the definition contained in Clause 1.01 of Schedule "A", any installation of Facilities, ground disturbance, excavation using power-operated equipment or explosives, or the operation of a motor vehicle or equipment across a pipeline. "Crossing Area" includes, without limiting the definition contained in Clause 1.01 of Schedule "A", any area where the consent of the Grantor is required to perform the Work, including without limitation any area where the Work occurs within the TransGas right of way or within 10 meters of a TransGas right of way or within 15 meters of TransGas Facilities where no right of way exists, or within 30 meters of the MIPL pipeline, measured from the pipeline centerline.
2. In the event of an emergency (including, without limitation, a pipeline contact involving Grantor's pipeline or a Grantee emergency under Section 7(c) of Schedule "A") Grantee must notify MIPL/TransGas Gas Control at (306) 777-9800.
3. The Grantee must contact the applicable one call agency, or where no such agency exists, the Grantor, to obtain line locates prior to any Work. In accordance with Clause 5(a) of Schedule "A", with a minimum of 72 hours (excluding Saturday, Sunday, and Statutory holidays) notice prior to construction, Grantee shall contact Grantor's Field Representative. Grantee shall quote this permit number, the work land location and its one call agency ticket number.
4. The Grantor's Facility must be located and staked by Grantor, or Grantor's agent, prior to any Work within 30 meters of the Facility. All locates shall be valid for 30 days, or until the staking or marking is obscured, whichever occurs first, at which time a new locate must be obtained by the Grantee prior to further work. It is the obligation of Grantee to preserve staking or markings.
5. In addition to a copy of this Agreement, Grantee's matching one call agency ticket number(s) **must** be on site with Grantee's representative(s).
6. Once the Work is completed, all Grantor stakes must be removed and disposed of by the Grantee.
7. The Work (excluding subsequent Work expressly permitted by Clause 7(a) of Schedule "A" or this Schedule "C") must be completed within two years from the effective date of this Agreement. If not completed, a new Facility Crossing or Work Consent Agreement and permit number must be obtained by the Grantee. If the Grantee's project has been cancelled or altered such that the Work is not required, the Grantee shall contact the Grantor at (306) 777-9666 or email: applications@transgas.com to so advise.

8. To facilitate the Grantor's right to have a representative present under Clause 5(b), the Grantee's Facilities shall not be installed during weekends or statutory holidays, unless otherwise agreed to by the Grantor, in the Grantor's sole discretion. Unless otherwise agreed to by Grantor, in its sole discretion, all Work involving a ground disturbance and within 10 meters of Grantor's Facility shall be witnessed by an authorized Grantor representative. At Grantor's request, any excavation shall be left open until the Grantor's representative(s) enter the said excavation and inspect any such Work and the condition of the Grantor's pipeline. All backfill operations shall be acceptable to the Grantor's representative.
9. Grantee shall maintain a distance of not less than sixty (60 cm) centimeters between the external surfaces of underground Grantor's Facilities and underground Grantee's Facilities, unless prior written consent has been obtained from the Grantor.
10. Except for above grade Facilities, Grantee must ensure that the Grantee's Facility does not cross the Grantor's Facility at an angle of less than forty-five (45°) degrees, unless specific and express approval has been provided by the Grantor in writing.
11. Well sites, lease areas or Work areas shall not overlap with the transmission pipeline right of way.
12. Grantee shall, when necessary to protect the public, fence or barricade the area around the excavation and erect such warning signs as required.
13. Any attempt to assign this Agreement, or any of the rights, benefits, or obligations of the assignor under this Agreement, without written consent, is void.
14. Unless otherwise indicated by a field representative, hydrovac excavation in strict accordance with water temperature and water pressure requirements of MIPL/TransGas "Hydro-Vac Excavation Construction, Operations and Maintenance Practices" shall be an acceptable substitute for hand digging requirements in Clause 5(d) of Schedule "A".
15. In no case shall either party have any liability to the other for any consequential or special damages, including loss of profits or business interruption suffered by that party, except damages calculated pursuant to Clause 57 of *The SaskEnergy Act*.
16. Clause 1.01(e) of Schedule "A" is amended by deleting the words "Schedule "B" and inserting the words: "this Agreement".
17. Clause 1.01(f) of Schedule "A" is amended by deleting the words "means the Agreement to which this schedule is attached" and substituting "means the Facility Crossing or Work Consent Agreement".
18. Clause 1.01(g) of Schedule "A" is amended by deleting the words "the schedules attached to it" and inserting the words: "the schedules deemed attached thereto".

19. Grantee shall:
 - (a) maintain Grantee Facilities in the Crossing Area in a state of good repair compatible with the safety and security of Grantor's Facilities;
 - (b) promptly correct any deterioration in the Grantee Facility on being so notified in writing by the Grantor;
 - (c) notify the Grantor, in writing, of any proposed abandonment or removal of the Grantee Facility.

20. Any person that is engaged in an activity that causes a ground disturbance within the prescribed area must comply with the following measures:
 - (a) comply with the instructions of the Grantor's Field Representative regarding the procedures that are to be followed during the Work and that relate to the safety and security of the Grantor's Facility;
 - (b) if interference with or alteration of Grantor's Facility becomes necessary, obtain the Grantor's written consent to interfere with or alter the Facility;
 - (c) carry out any activity that involves the interference with or alteration of a Grantor Facility under the Grantor's supervision; and
 - (d) immediately notify the Grantor of **any** contact with a Grantor Facility or its coating during the Work.

21. Section 7.2 of *The SaskEnergy Regulations* precludes the operation of a motor vehicle or equipment across a Grantor pipeline absent Grantor consent, at a point that is not within the upgraded and travelled portion of a public road, unless (i) the motor vehicle or equipment is used for farming operations; (ii) the motor vehicle is a snowmobile, all-terrain vehicle, motorcycle, miniature motor vehicle or other vehicle specifically designed for off-road use; or (iii) the motor vehicle is used solely for personal transportation and has a nominal chassis rating of not greater than three-quarters of a ton.

22. Where applicable, the additional motor vehicles and equipment list included in Schedule B has been approved for travel over the Grantor pipeline or right of way at the location(s) stated therein, providing the following conditions are met: (i) all equipment crossing(s) shall be as close to perpendicular to the pipeline as reasonably possible - - travel down the right of way is NOT allowed; and (ii) any equipment that does not appear in the approved list in Schedule B must cross the TransGas pipeline at developed road allowances.

B. Foreign Pipeline Crossings

The following additional terms and conditions shall apply for foreign pipeline crossings:

1. The foreign pipeline shall be installed below the Grantor's facility with a minimum vertical separation of 600 mm, measured to the bottom of the Grantor's facility. The vertical separation shall be maintained for the full width of the Grantor's right-of-way. The foreign pipeline shall be located to cross the Grantor's facility at an angle as close as practicable to 90 degrees, and not at any angle less than 45 degrees.

2. If crossing with a steel pipeline, cathodic protection (CP) test leads will not be installed unless specified

in Schedule B of the Facility Crossings or Work Consent Agreement. If specified in Schedule B, the Grantee shall install at the point of crossing buried CP test leads and install and maintain buried cathodic apparatus in accordance with Schedule Std.C.0141, at its sole cost. Any other CP recommendations in Schedule B shall be followed, at the Grantee's sole cost..

3. Either party may cathodically protect its Facility or any part thereof and, in that event may, or at the request of the other party, shall, provide and maintain a bonding connection from its Facility to the other party's Facility at the point of crossing. The whole of the cost of providing and maintaining any such bonding shall be paid and borne by the Grantee regardless of which party requested or required such bonding.

C. Underground Cable Crossings

The following additional terms and conditions shall apply for underground cable crossings:

1. The underground cable crossing shall be installed with a minimum vertical separation of 300 mm if crossing above the Grantor's Facility, or a minimum vertical separation of 600 mm if crossing below the Grantor's Facility. The same crossing depth of the underground cable crossing shall be maintained for the full width of the Grantor's right-of-way. All pedestals or splices to cable that are, or will be electrified, shall be installed and maintained a **minimum** of 10 meters horizontally from the Grantor's Facilities and outside of the Grantor's right of way, if any.
2. Clause 5 (k) of Schedule A shall not apply to low voltage cables used for telecommunications.

D. Above Ground Electrical Facilities

The following additional terms and conditions shall apply for above ground electrical facilities:

1. For power lines 72kVA and greater, or otherwise likely to pose a risk to aircraft patrolling the pipeline, an aerial marker shall be installed on the highest wire 10 meters on either side of Grantor's Facility.
2. New poles shall be located a minimum of 30 meters from Grantor's Facility. Grantee shall not construct or place any kind of pole, pylon, tower, guy, anchor or supporting structure across, on along or under a pipeline.
3. Screw anchors or like mechanisms shall be installed and maintained a **minimum** of 10 meters horizontally from the Grantor's Facilities and outside of the Grantor's right of way, if any.

E. Temporary Equipment/Vehicle Crossings(s) (at existing grade)

The following additional terms and conditions shall apply for road crossings:

1. Work in the Crossing Area shall not proceed until any alteration or replacement of the Grantor's Facility, as required by the Grantor in Grantor's sole discretion, is complete at Grantee's cost.
2. The Work shall be in accordance with the approved equipment list (Schedule B) and any drawings provided by Grantor to Grantee, or approved by the Grantor. Where cuts or grading is required, cover over underground Grantor's Facilities shall not be reduced to less than 1.2 meters.

3. Use of the crossing must be discontinued within two years of the effective date of this Agreement and the Crossing Area restored to a condition as close as reasonably practical to the condition in which it existed immediately prior to the Work performed by the Grantee at the Grantee's cost.
4. If continued use of the crossing is desired, a permanent road crossing agreement, or replacement temporary road crossing agreement, must be applied for and obtained by the Grantee within two years from the effective date of this Agreement. Permanent road crossing agreements may be awarded in Grantor's sole discretion, on such terms as the Grantor may require, including, and without limiting the foregoing, replacement of Grantor's pipe with road crossing pipe, at the Grantee's cost.
5. Grantee shall maintain depth of cover from the travelled surface of the roadway to the pipeline at a minimum of 1.0 meters for the duration of the temporary road crossing.

F. Temporary Equipment/Vehicle Crossing(s) (additional support required)

The following additional terms and conditions shall apply for temporary road crossings where additional support is required, in Grantor's discretion:

1. The Grantee shall install rig matting over top of the Grantor's Facility at the location of the road crossing for the duration of the temporary road crossing. The rig matting must be of a rigid type design capable of bearing any vehicles and equipment using the crossing over an unsupported span of 1 meter.
2. Work in the Crossing Area shall not proceed until any alteration or replacement of the Grantor's Facility, as required by the Grantor in Grantor's sole discretion, is complete at Grantee's cost.
3. The Work shall be in accordance with the approved equipment list (Schedule B) and any drawings provided by Grantor to Grantee, or approved by the Grantor. Where cuts or grading is required for construction of the temporary road, cover over underground Grantor's Facilities shall not be reduced to less than 1.2 meters.
4. The crossing must be removed at Grantee's cost and the Crossing Area restored to a condition as close as reasonably practical to the condition in which it existed immediately prior to the Work performed by Grantee at Grantee's cost. Road removal shall be witnessed by an authorized Grantor representative. The crossing shall be installed **and removed** within two years from the effective date of this Agreement. The Grantee must notify the Grantor of road removal by calling (306) 777-9666 or email: applications@transgas.com to so advise.
5. If continued use of the road is desired, a permanent road crossing agreement, or replacement temporary road crossing agreement, must be applied for and obtained by the Grantee within two year from the effective date of this Agreement. Permanent road crossing agreements maybe awarded in Grantor's sole discretion, on such terms as the Grantor may require, including, and without limiting the foregoing, replacement of Grantor's pipe with road crossing pipe, at the Grantee's cost.
6. Grantee shall maintain depth of cover from the travelled surface of the roadway to the pipeline at a minimum of 1.5 meters in addition to any required rig matting for the duration of the temporary road crossing.

G. Permanent Road Crossings

The following additional terms and conditions shall apply for permanent road crossings:

1. Where permanent ditch cuts are required, cover over underground Grantor's Facilities shall not be reduced to less than 1.2 meters for the life of the Facilities.
2. The Work shall be in accordance with the approved equipment list (Schedule B) and any drawings provided by Grantor to Grantee, or approved by the Grantor. Where cuts or grading is required, cover over underground Grantor's Facilities shall not be reduced to less than 1.2 meters.
3. Work in the Crossing Area shall not proceed until any alteration or replacement of the Grantor's Facility, as required by the Grantor in Grantor's sole discretion, is complete at Grantee's cost.
4. Grantee shall maintain depth of cover from the travelled surface of the roadway to the pipeline at a minimum of 1.5 meters in addition to any required rig matting for the life of the Facilities.
5. Where excavation is required for construction of the permanent road, cover over the Grantor's Facility shall not be reduced to less than 0.8 meters.
6. Belly scrapers shall not be used in the construction of the road over the Grantor's Facility. All work in the Grantor's right of way or within 5 meters of the pipeline, where no right of way exists, must be completed with graders and tracked equipment only.
7. Compaction of soil over the Grantor's Facility shall not be achieved with sheep foot packers or any dynamic vibration packing.

H. Rail Crossings

The following additional terms and conditions shall apply for rail crossings:

1. The new track within the crossing section must be constructed in accordance with the attached drawings approved by the Grantor.
2. Pipeline depth of cover shall be maintained by Grantee in accordance with TC E-10 and CSA Z662-19 standards.
3. Clause 4(c) of Schedule "A" is amended by deleting the words "with no side bends". Clause 7 of Schedule "A" is deleted.
4. Grantor shall install and maintain, at its expense, signs prominently marking Grantor's pipelines, at locations satisfactory to the Grantee or as required by an applicable governmental authority.
5. In the event the pipeline operator requires access to the surface or subsurface of the Crossing Area to maintain, inspect or repair existing Facilities, or the railway requires access to the subsurface of the Crossing Area (being any excavation or installation greater than 0.3 meters in depth or which affects the depth of cover over the Grantor's Facility), this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent Work

- undertaken by either party under this Clause; and, for further certainty, the provisions of this Agreement shall be read as if "Grantee" were substituted for "Grantor" and vice versa as the situation requires.
6. When any maintenance, renewal, repairs or removal works have been completed, the Crossing Area shall be restored to its former condition. Each party shall at all times maintain its Facilities in good order and condition, to the entire satisfaction of the other.
 7. Neither party shall alter, modify, remove, destroy or substantially change its Facilities within the Crossing Area without the other's prior written consent, which consent shall not be unreasonably withheld. Approval conditions, or denial of consent with supporting reasons, shall be provided to the applying party in writing within 30 days of a written request. Crossing approval may be conditional on execution of a crossing agreement on reasonable terms.
 8. Installation of any new Facility within the Crossing Area requires the consent of the other party. Consent shall not be unreasonably withheld. Crossing conditions, or denial of consent with supporting reasons, shall be provided to the applying party in writing within 30 days of a written request. Crossing approval may be conditional on execution of a crossing agreement on reasonable terms.
 9. Unless otherwise specified in writing by the Grantee, the work of maintenance, renewal and repair of Grantor Facilities within the Crossing Area, by the Grantor, shall be subject to the supervision of a representative of the railway (i.e. a flag person) whose instructions shall be strictly followed. The Grantor shall give the Grantee such reasonable notice as determined by Grantee (taking into account its local resources and the urgency of the work), and in any event such notice period shall be deemed to exclude Saturdays, Sundays, and statutory holidays.
 10. Each party shall prepare and have at all times, an "Emergency Response Plan" satisfactory to the other in place, or equivalent document, and provide a copy to the other upon request. The Emergency Response Plan must include at a minimum:
 - (i) reporting and response procedures in the event of an incident, accident or release of any substance in the Crossing Area;
 - (ii) emergency response service providers and contacts and their phone numbers; and
 - (iii) incident reporting phone numbers, including phone numbers for Grantee and Grantor incident reporting.
 11. Each party's employees and contractors working on or responsible for the Crossing Area must be aware of the plan and be trained in emergency response procedures. Each party shall ensure that local emergency response service providers have appropriate information and training in the event they must respond to an emergency.
 12. Each party covenants that it shall:
 - (i) immediately report any release of substances in the Crossing Area to the other in accordance with its Emergency Response Plan, whether or not such releases are required to be reported to any federal, provincial or local authority, and to any regulatory authorities as required by law; and
 - (ii) immediately respond to any accident or release of substances and take all reasonable actions to contain the release and respond in accordance with its Emergency Response Plan; provided, however, that either party may elect to repair or remediate its Facilities, at the expense of the party at fault.

13. In the event of an emergency event, including without limitation a pipeline related natural gas leak, equipment contact or other pipeline damage or railway accident, fire, spill or explosion, in the Crossing Area, the Emergency Response Plan in place between the parties from time to time shall apply, and the objective shall be immediate and safe access to the site by necessary responders, where practicable.
14. Access to the crossing area shall be subject to, and in conformity with, any rules or regulations now or hereafter in force governing the Grantor, the Grantee's lands, or the operation of railways.
15. Each party agrees to act reasonably with respect to access and access protocols.

I. Fencing

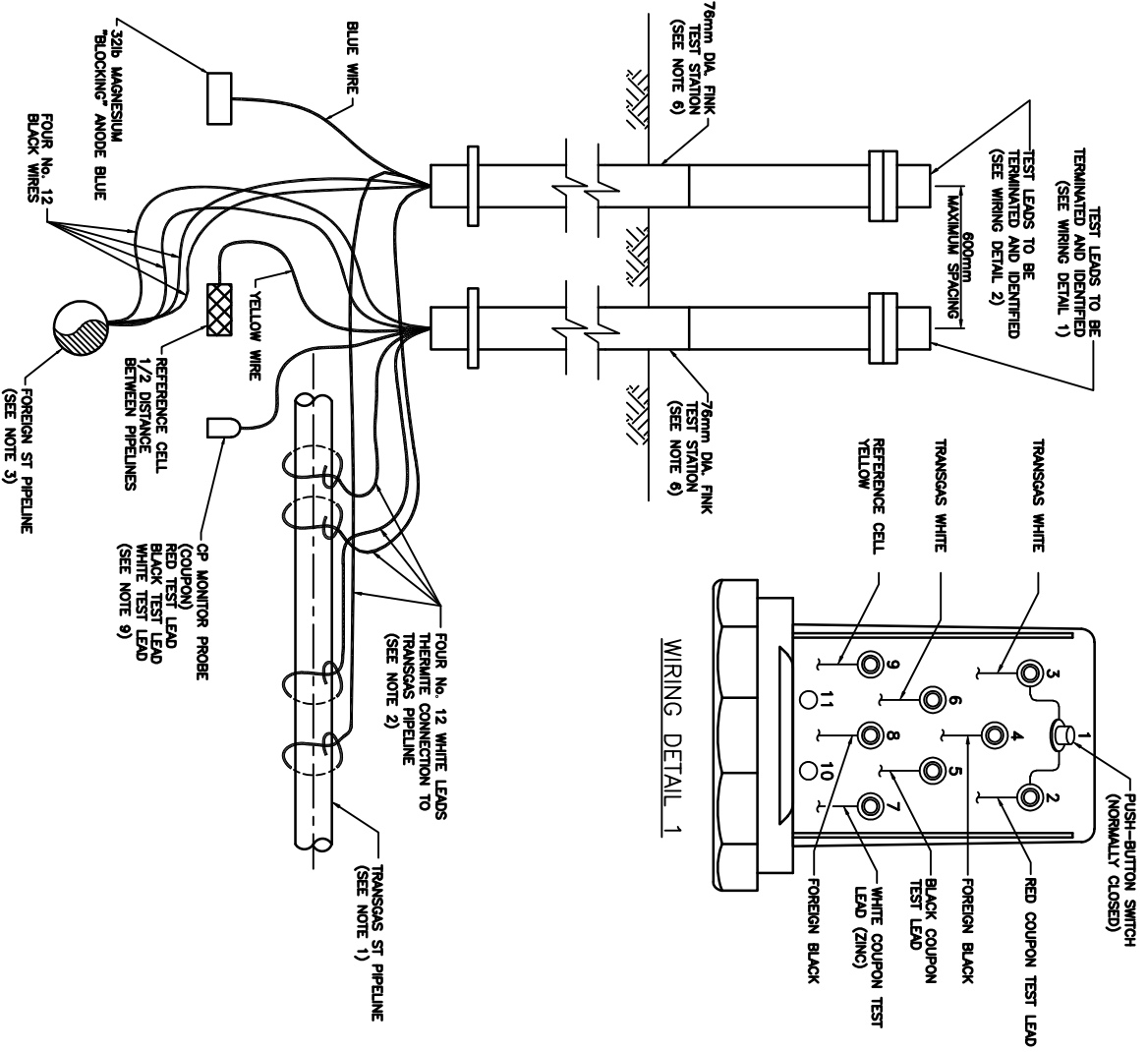
The following additional terms and conditions shall apply for fencing:

1. Barbed wire, electric and chain link fences are permitted with the use of wooden or steel posts. Wood posts shall have a minimum offset from the pipeline of 1.5 meters and steel posts shall have a minimum offset from the pipeline of 5 meters.
2. Large concrete, brick or other solid material fences such as those used for noise reduction are not permitted in Grantor's right of way or the area five metres on either side of the pipe, where no right of way exists.
3. Screwed, driven or cast in place pile supports are not allowed within the Grantor's right of way or the area five metres on either side of the pipe, where no right of way exists.

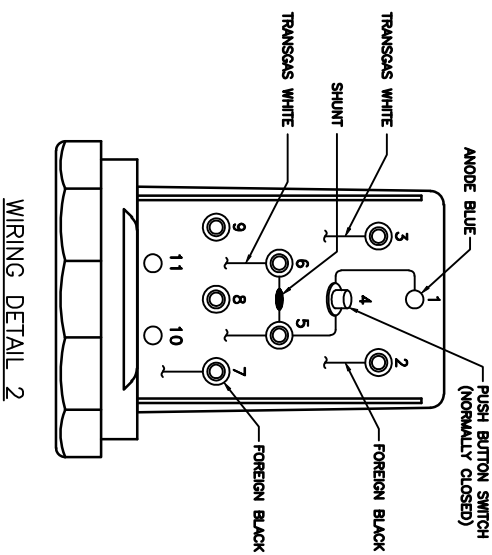
J. Culverts

The following additional terms and conditions shall apply for culverts:

1. Culverts may be installed above underground Grantor Facilities provided a separation of 60 centimeters is maintained between the external surfaces of the culvert and the Grantor's Facilities.
2. Culverts shall not cross the Grantor's Facility at an angle of less than forty-five (45°) degrees, unless specific and express approval has been provided by the Grantor in writing.
3. Culverts shall cross the entire width of the Grantor's right of way or the area five metres on either side of the pipe, where no right of way exists.



WIRING DETAIL 1



WIRING DETAIL 2

NOTES:

1. THE TRANS GAS STEEL PIPELINE TO BE CROSSED SHALL BE LOCATED BY DAYLIGHTING WITH SUPERVISION BY A TRANS GAS REPRESENTATIVE.
2. ATTACHMENT OF THE TEST WIRES TO THE PIPELINE SHALL BE BY THERMITE WELDING USING THE THERMITE WELDING COMP BY AN APPROVED TECHNICIAN WITH APPROPRIATE CAP TRAINING AND ADHERE TO CSA C22.1-18 SECTION 80-006.
3. CONNECTIONS TO THE FOREIGN PIPELINE REQUIRES THE APPROVAL OF THE FOREIGN PIPELINE COMPANY AND SHALL BE DONE AS PER THEIR REQUIREMENTS.
4. ALL CATHODIC PROTECTION WIRING SHALL BE RUN AT A DEPTH NO LESS THAN 0.5m AS PER CSA C22.1-18 SECTION 80-002.
5. ALL CATHODIC PROTECTION WIRING SHALL BE RUN TO AN APPROPRIATE TEST STATION LOCATION, PREFERABLY USING THE TRANS GAS R.O.W. WHEN APPLICABLE.
6. THE TEST STATION SHALL BE LOCATED WITHIN 0.5m OF THE TRANS GAS R.O.W. BOUNDARY AT THE NEAREST ROAD ALLOWANCE, FENCE LINE, OR OTHER SUITABLE LOCATION TO MINIMIZE CONFLICT WITH LAND OWNER OPERATIONS.
7. ALL WORK SHALL BE UNDERTAKEN UNDER THE SUPERVISION AND TO THE SATISFACTION OF THE TRANS GAS REPRESENTATIVE.
8. TEST STATION LOCATION SHOULD BE AT EDGE OF TRANS GAS R.O.W. AND MINIMUM OF 1.0m FROM BURIED FACILITIES SUCH AS PIPELINES, POWER CABLES, COMMUNICATION CABLES, FIBER OPTICS CABLE, ETC.
9. CP MONITOR PROBE (COUPON) TO BE INSTALLED ADJACENT TO THE REFERENCE CELL WITH 100mm SEPARATION, AND MUST NOT BE WITHIN 100mm OF THE PIPELINES OR OTHER BURIED METALLIC STRUCTURES.
10. CONDUCTOR WIRES SHALL NOT BE SMALLER THAN NO. 12 AWG AS PER CSA C22.1-18 SECTION 80-004.
11. WIRE COLORS SHOULD FOLLOW THE TRANS GAS STANDARDS AND SHALL FOLLOW THE CONNECTION ORIENTATION AS IDENTIFIED IN THE WIRING DETAILS.

REV.	DESCRIPTION	DRAWN BY	REC'D BY	DATE	CHK'D	APP'D	DRAFTING DEPT.
A	CREATE NEW DRAWING	M.S.	S.T.	2019-10-23	G.S.	G.S.	DESIGN DEPT.
B							DESIGNED BY: G. SINGER
C							CHECKED BY: G. SINGER
D							SUBMITTED BY: _____
E							APPROVED BY: G. SINGER
F							DATE APPROVED: _____

SaskEnergy

FOREIGN PIPELINE CROSSING
TEST LEAD INSTALLATION
WITH CP MONITOR PROBE

TransGas
1 SaskEnergy Company

ROAD FILE
STD C 0141
DRAWING NO.
STD C 0141
SHEET 1 OF 1
PLT DATE: 2019-10-23
REV: A

Certificate Of Completion

Envelope Id: C9021C54-C0E5-4C1F-B4E4-C7C3DF194703	Status: Completed
Subject: TransGas Facility Contract - TG REF ID: # 202500035	
Source Envelope:	
Document Pages: 24	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	TransGas Crossings
Time Zone: (UTC-06:00) Saskatchewan	1777 Victoria Avenue
	Regina, SK S4P 4K5
	applications@transgas.com
	IP Address: 52.229.68.132

Record Tracking

Status: Original	Holder: TransGas Crossings	Location: DocuSign
2/12/2025 11:32:07 AM	applications@transgas.com	

Signer Events

Aaron Neilly
 rm501cet@sasktel.net
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 C2D88AAC5BC486...

Timestamp

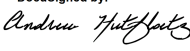
Sent: 2/12/2025 11:32:08 AM
 Viewed: 2/12/2025 1:14:52 PM
 Signed: 2/12/2025 1:16:35 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 216.174.152.58

Electronic Record and Signature Disclosure:

Accepted: 2/12/2025 1:14:52 PM
 ID: e5aecfce-3fae-43cf-9962-46fec98f9969
 Company Name: SaskEnergy Incorporated

Andrew Hutfloetz
 anhutfloetz@saskenergy.com
 Senior Technical Assistant
 SaskEnergy Incorporated
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B926FAAA807542F...

Sent: 2/12/2025 1:53:42 PM
 Viewed: 2/12/2025 1:54:29 PM
 Signed: 2/12/2025 1:55:18 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 163.116.239.42

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrew Hutfloetz
 anhutfloetz@saskenergy.com
 Senior Technical Assistant
 SaskEnergy Incorporated
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/12/2025 11:32:07 AM
 Viewed: 2/12/2025 11:32:07 AM
 Signed: 2/12/2025 11:32:07 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
<p>TGL Crossings Mail Box applications@transgas.com Central Crossings Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/23/2020 11:26:03 AM ID: fe7bdeb4-2979-41ba-a9dd-76338bd2de58 Company Name: SaskEnergy Incorporated</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 2/12/2025 1:53:45 PM Resent: 2/12/2025 1:55:33 PM</p>
<p>Dylan Brown dylan.brown@bareng.ca Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 2/12/2025 1:55:21 PM Viewed: 2/12/2025 2:10:29 PM</p>
<p>Dispatch dispatch@saskenergy.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	<p>Sent: 2/12/2025 1:55:26 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/12/2025 11:32:08 AM
Certified Delivered	Security Checked	2/12/2025 1:54:29 PM
Signing Complete	Security Checked	2/12/2025 1:55:18 PM
Completed	Security Checked	2/12/2025 1:55:26 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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