

APPENDIX 'A'



J.R. Paine & Associates Ltd.

CONSULTING AND TESTING ENGINEERS

EDMONTON – GRANDE PRAIRIE – PEACE RIVER

#4, 7710-102 Avenue
Peace River, Alberta
T8S 1M5

February 17, 2022
File No. PR 4861-17

VELOCITY GROUP
#3, 8909-96 Street
Peace River, Alberta
T8S 1G8

Attention: Mr. Jason Schuler, P. Eng.

Dear Sir:

**Re: Limited Testhole Investigation
Proposed Neighbourhood Infrastructure Renewal
94th and 95th Avenue
Peace River, Alberta**

As requested, J.R. Paine & Associates Ltd. (JRP) has completed a limited testhole investigation on the site of the Neighbourhood Infrastructure Renewal Project in the Town of Peace River, Alberta. As requested by the client, this letter summarizes the testhole investigation and watertable levels only. No detailed geotechnical report or recommendations were requested however, they can be provided upon request. This letter presents the results of the testhole drilling and laboratory results. The project is understood to include upgrades to the watermain, storm lines, sanitary sewer lines, services, roads, and concrete of selected existing roadways within the Town of Peace River. The scope of work that was authorized is as follows:

- 94 Avenue, between 94 Street and 98 Street
- 95 Avenue, between 94 Street and 98 Street

The soils investigation for this project was undertaken on March 17, 2020 utilizing a track mounted drill rig owned and operated by Frontier Enviro-Drilling, of Grande Prairie Alberta. A total of six (6) testholes were advanced to a depth of approximately 6.3 metres below the existing ground surface (BGS). The testhole locations were selected by JRP, based on the information supplied by Velocity Group (Velocity), and were drilled clear of existing utilities and parked

vehicles. Testholes 2020-02 and 2020-05 were drilled out of the roadway in the adjacent boulevard. Testhole 2020-01 was drilled in the roadway approximately one meter from the edge of curb and Testhole 2020-06 was drilled within the South parking lot of the Belle Petroleum Centre. Testholes 2020-03 and 2020-04 were drilled on steep inclines in line with the roadway. The roadways were snow covered at the time of the investigation. No visual investigation of the roadways was included in the scope of this letter. Travel on the roadway was possible for normal wheeled vehicles, however due to the steep nature of Testholes 2020-03 and 2020-04 a track rig was required for access. Testhole locations and elevations were surveyed with GPS by Velocity following drilling and are shown in the attached site plan included in the Appendix.

All disturbed bag samples returned to the laboratory were tested for moisture content. In addition, the plastic and liquid Atterberg Limits and soluble soil sulphate concentrations were determined on selected fine grained samples. Selected cohesionless samples underwent sieve analysis to determine grain size distribution. Lab results are included on the attached testhole logs located in the Appendix. Hydrocarbons were noted in Testhole 2020-01 below 4.5 meters BGS. As requested by Velocity, select samples were sent to ALS laboratory for hydrocarbon analysis. The results and recommendations are considered beyond the scope of this letter and as discussed with the client are to be addressed by others.

A detailed description of the soils encountered is found on the attached testhole logs in the Appendix. In general, the soil conditions on site consisted of surficial gravel fill, underlain by clay fill, underlain by native clay, sand, and clay till.

The groundwater table within the study area was considered low. Three sets of watertable readings were taken, with the results as follows:

**Groundwater Table Readings
Neighbourhood Infrastructure Renewal
Peace River, Alberta
(Metres Below Ground Surface)**

Testhole #	Testhole Elevation (m)	Depth To Watertable				Watertable Elevation (m)
		Mar. 24/20 (7 day)	Apr. 8/20 (22 Day)	Apr. 22/20 (36 day)	May 4/20 (45 day)	
2020-01*	319.36	N/A	N/A	N/A	N/A	N/A
2020-03	322.55	5.97 m	5.80 m	5.76 m	5.74	316.81
2020-05	320.00	5.38 m	5.40 m	5.25 m	5.24	314.76

*Note: Standpipe was installed in 2020-01, however due to frozen conditions no watertable reading was obtained. No standpipe installed in any other testholes.

It should be noted that watertable levels may fluctuate on a seasonal or yearly basis with the highest readings obtained in the spring or after periods of heavy rainfall. The noted levels are estimated to be lower than the seasonal average values.

We trust this information is satisfactory. If you should have any further questions, please contact our office.

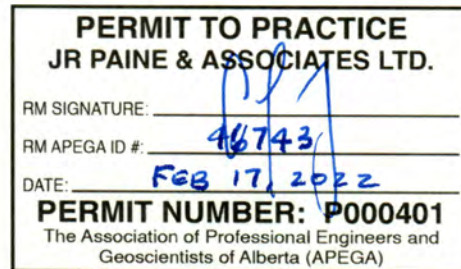
Respectfully Submitted,

J.R. PAINE & ASSOCIATES LTD.



Scott MacFarlane, P. Eng.

APEGA Member #89667



Reviewed by: Al Lang, P.Eng., Engineering Manager

H:\DATA 2022\00 Peace River\PR4861-17(Curr) Velocity Group\pr-r01021vel.docx

ATTACHMENTS:

Site Plan (by Velocity), Testhole Logs (TH 2020-01 to TH 2020-06)



DESIGN:	--
DRAWN:	K.L.K.
DATE:	MARCH 23, 2020
SCALE:	1:1250



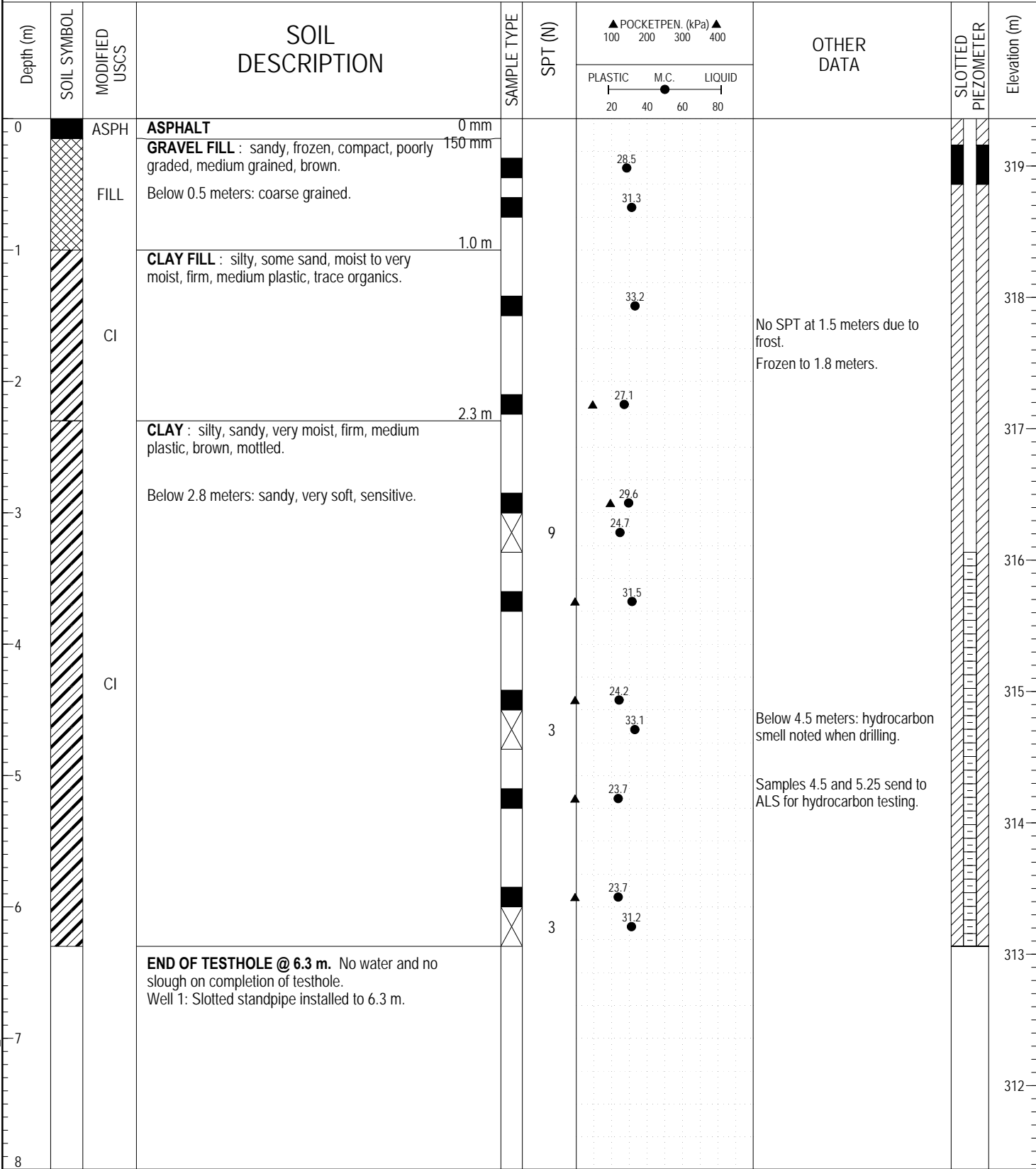
CLIENT: TOWN OF PEACE RIVER

PROJECT: NEIGHBORHOOD INFRASTRUCTURE RENEWAL
94th & 95th AVENUE; 94th TO 98th STREET
GEOTECHNICAL TESTHOLE LOCATION PLAN

CLIENT FILE No.		
N/A		
VELOCITY FILE No.		
170-021		
SHEET	OF	REV.
1	1	01

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PROJECT: Geotechnical Investigation - Neighbourhood Infrastructure Renewal		PROJECT NO: PR 4861-17	BOREHOLE NO: 2020-01
CLIENT: Velocity Group		DRILL METHOD: Solid Stem Auger	ELEVATION: 319.36 m
OWNER:		LOCATION: N 6232734, E 481459	
SAMPLE TYPE	<input checked="" type="checkbox"/> SHELBY TUBE	<input checked="" type="checkbox"/> CORE SAMPLE	<input checked="" type="checkbox"/> SPT SAMPLE
	<input type="checkbox"/> GRAB SAMPLE	<input type="checkbox"/> NO RECOVERY	
BACKFILL TYPE	<input checked="" type="checkbox"/> BENTONITE	<input type="checkbox"/> PEA GRAVEL	<input type="checkbox"/> SLOUGH
	<input type="checkbox"/> GROUT	<input checked="" type="checkbox"/> DRILL CUTTINGS	<input type="checkbox"/> SAND



JRP PR 4861-17 LOGS.GPJ JRPV3_0.GDT 17/02/22



J.R. Paine & Associates Ltd.
 CONSULTING & TESTING ENGINEERS
 - GEOTECHNICAL - ENVIRONMENTAL - MATERIALS -

17505 - 106 Avenue
 Edmonton, AB T5S 1E7
 Phone: (780) 489-0700
 Fax: (780) 489-0800

LOGGED BY: K. Hominick
 REVIEWED BY: S MacFarlane
 Fig. No: 2

COMPLETION DEPTH: 6.30 m
 COMPLETION DATE: 17/03/20
 Page 1 of 1

PROJECT: Geotechnical Investigation - Neighbourhood Infrastructure Renewal	PROJECT NO: PR 4861-17	BOREHOLE NO: 2020-02
CLIENT: Velocity Group	DRILL METHOD: Solid Stem Auger	ELEVATION: 319.53 m
OWNER:	LOCATION: N 6232736, E 481618	

SAMPLE TYPE SHELBY TUBE CORE SAMPLE SPT SAMPLE GRAB SAMPLE NO RECOVERY

Depth (m)	SOIL SYMBOL	MODIFIED USCS	SOIL DESCRIPTION	SAMPLE TYPE	SPT (N)	POCKETPEN. (kPa)		OTHER DATA	Elevation (m)
						PLASTIC	LIQUID		
0		OR	TOPSOIL : organics, grass, rootlets, black/brown. 0 mm CLAY FILL : very silty, sandy, frozen, friable, medium plastic, light brown, trace organics. 50 mm						
0.5		CI							319
1.0			CLAY : silty, moist, stiff, medium plastic, brown.					Frozen to 1.1 meters.	
1.5			Below 1.5 meters: soft, trace white precipitates.		8	24	34.1	At 1.5 meters: limited recovery in SPT.	318
2.0			Below 2.0 meters: very moist.						317
3.0					6	31.4	34.6		316
3.4-3.8		CI	From 3.4-3.8 meters: trace sensitive.						
3.8			Below 3.8 meters: stiff.						315
5.0					9	27.5	29.8		314
5.1			Below 5.1 meters: very soft, grey, high plastic in seams, slickensided lenses.					P.L. = 20.8 L.L. = 39.8 M.C. = 32.6 Soluble Sulphates : Negligible	313
6.0			At 6.0 meters: trace water on SPT tool.		8	22.5	33.2		312
6.3			END OF TESTHOLE @ 6.3 m. No water and no slough on completion of testhole.						

JRP PR 4861-17 LOGS.GPJ JRPV3_0.GDT 17/02/22



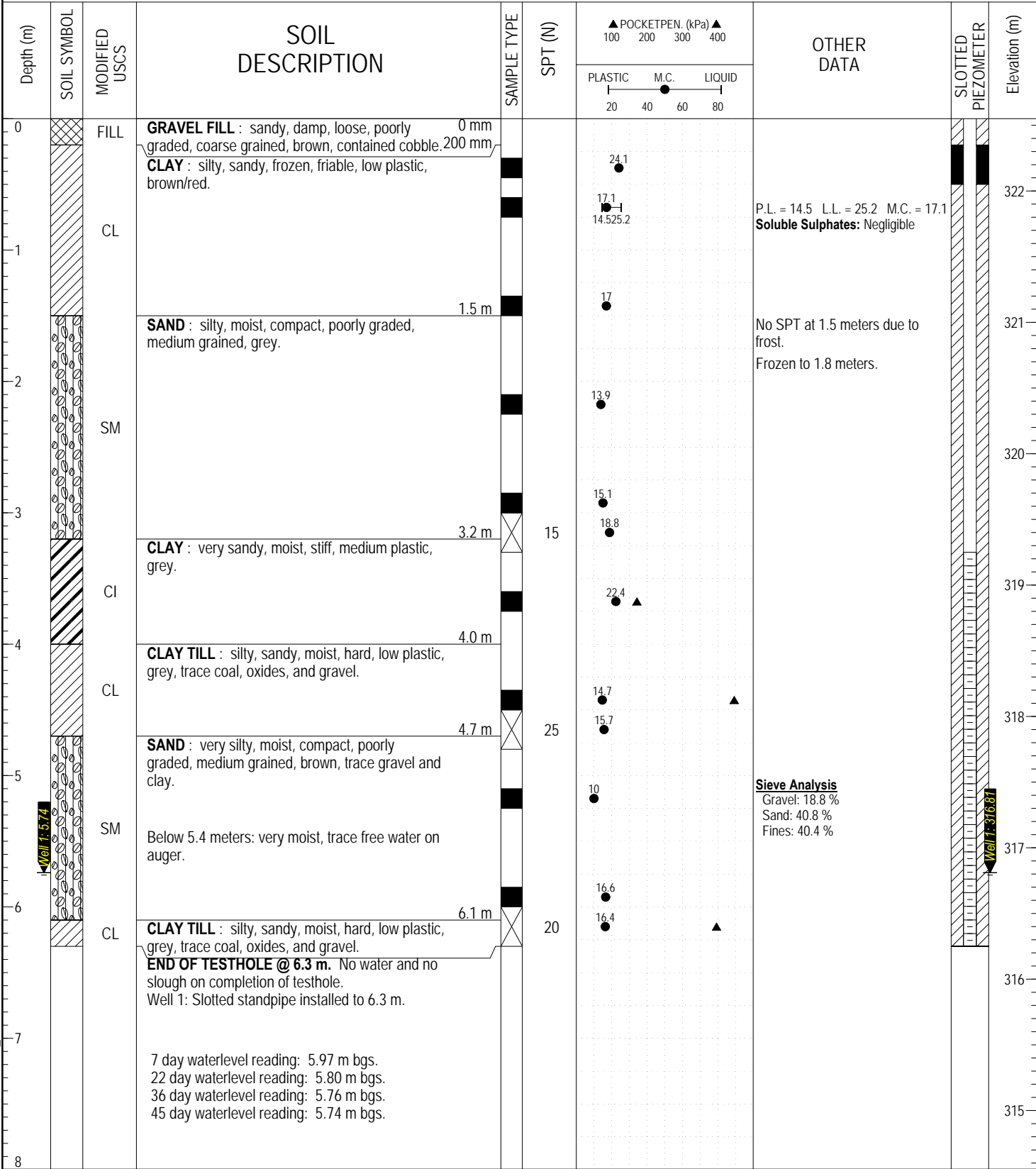
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LOGGED BY: K. Hominick
REVIEWED BY: S MacFarlane
Fig. No: 3

COMPLETION DEPTH: 6.30 m
COMPLETION DATE: 17/03/20
Page 1 of 1

PROJECT: Geotechnical Investigation - Neighbourhood Infrastructure Renewal		PROJECT NO: PR 4861-17	BOREHOLE NO: 2020-03
CLIENT: Velocity Group		DRILL METHOD: Solid Stem Auger	ELEVATION: 322.55 m
OWNER:		LOCATION: N 6232742, E 481723	
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	<input type="checkbox"/> GRAB SAMPLE	<input type="checkbox"/> NO RECOVERY	
BACKFILL TYPE	<input checked="" type="checkbox"/> BENTONITE	<input type="checkbox"/> PEA GRAVEL	<input type="checkbox"/> SLOUGH
	<input type="checkbox"/> GROUT	<input checked="" type="checkbox"/> DRILL CUTTINGS	<input type="checkbox"/> SAND



JRP PR 4861-17 LOGS.GPJ JRPV3_0.GDT 17/02/22

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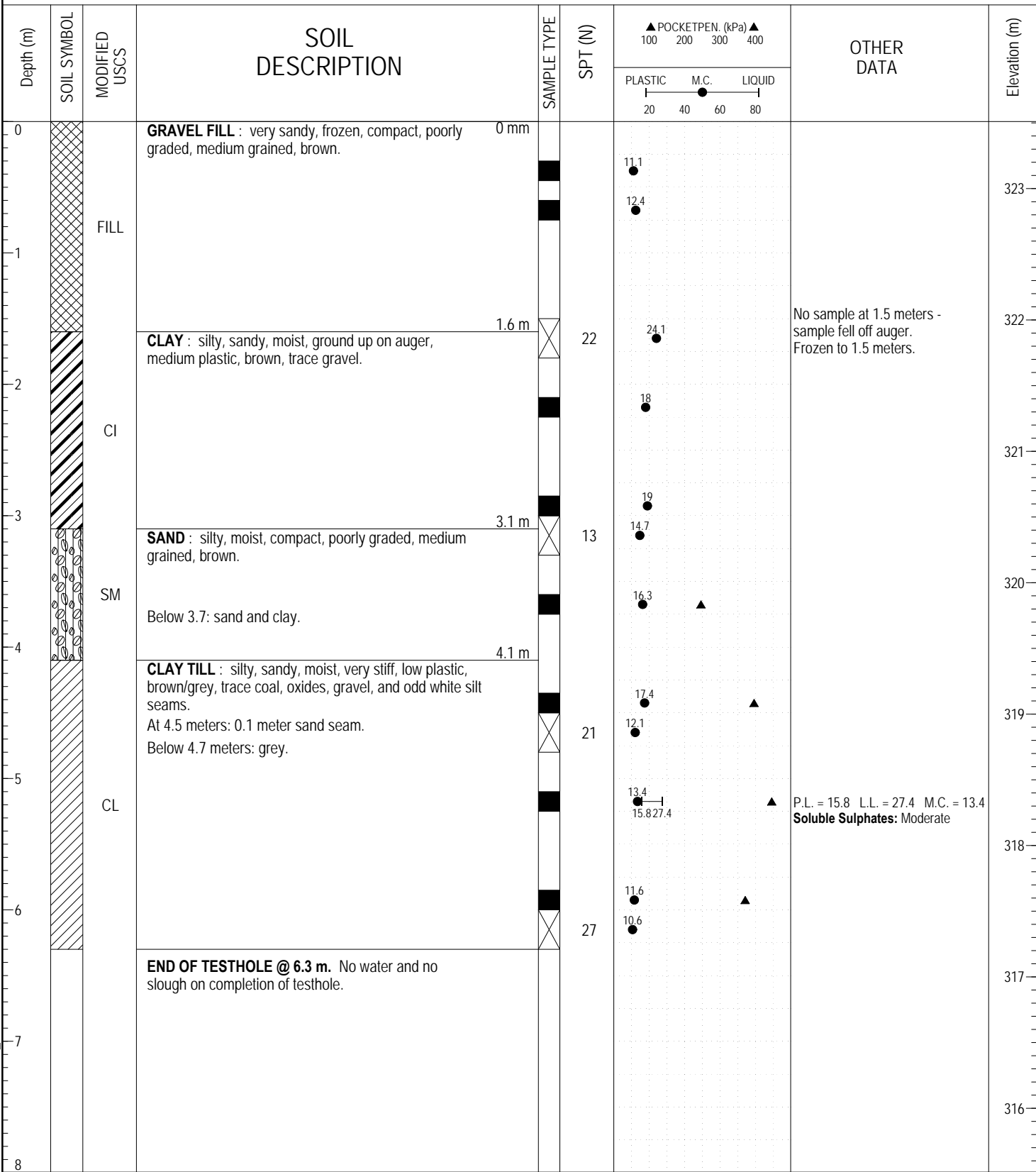
17505 - 106 Avenue
 Edmonton, AB T5S 1E7
 Phone: (780) 489-0700
 Fax: (780) 489-0800

LOGGED BY: K. Hominick
 REVIEWED BY: S MacFarlane
 Fig. No: 4

COMPLETION DEPTH: 6.30 m
 COMPLETION DATE: 17/03/20
 Page 1 of 1

PROJECT: Geotechnical Investigation - Neighbourhood Infrastructure Renewal PROJECT NO: PR 4861-17 BOREHOLE NO: **2020-04**
 CLIENT: Velocity Group DRILL METHOD: Solid Stem Auger ELEVATION: 323.51 m
 OWNER: LOCATION: N 6232614, E 481488

SAMPLE TYPE SHELBY TUBE CORE SAMPLE SPT SAMPLE GRAB SAMPLE NO RECOVERY



JRP PR 4861-17 LOGS.GPJ JRPV3_0.GDT 17/02/22



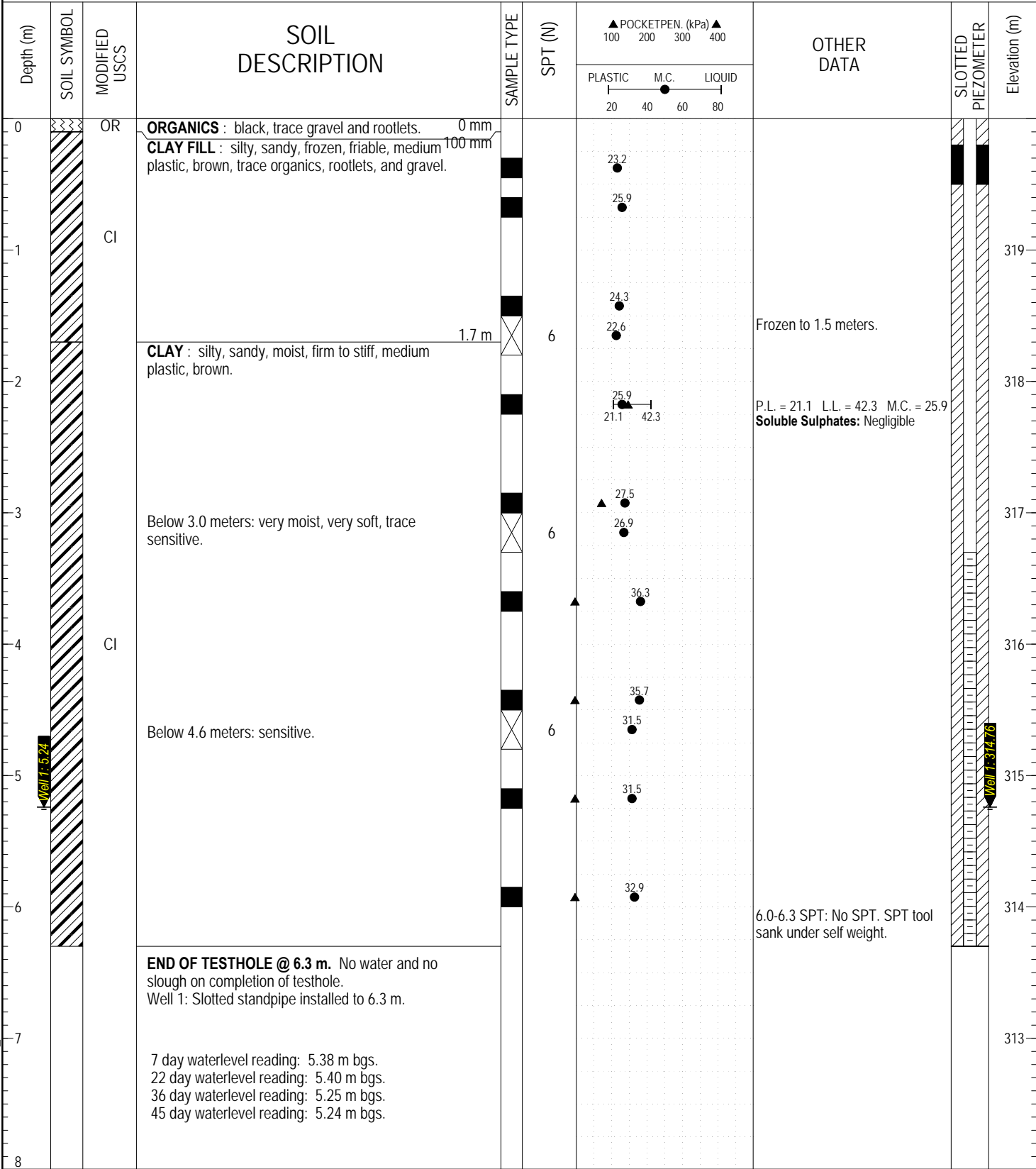
J.R. Paine & Associates Ltd.
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 - GEOTECHNICAL - ENVIRONMENTAL - MATERIALS -

17505 - 106 Avenue
 Edmonton, AB T5S 1E7
 Phone: (780) 489-0700
 Fax: (780) 489-0800

LOGGED BY: K. Hominick
 REVIEWED BY: S MacFarlane
 Fig. No: 5

COMPLETION DEPTH: 6.30 m
 COMPLETION DATE: 17/03/20
 Page 1 of 1

PROJECT: Geotechnical Investigation - Neighbourhood Infrastructure Renewal		PROJECT NO: PR 4861-17	BOREHOLE NO: 2020-05
CLIENT: Velocity Group		DRILL METHOD: Solid Stem Auger	ELEVATION: 320 m
OWNER:		LOCATION: N 6232628, E 481637	
SAMPLE TYPE	<input checked="" type="checkbox"/> SHELBY TUBE	<input checked="" type="checkbox"/> CORE SAMPLE	<input checked="" type="checkbox"/> SPT SAMPLE
	<input type="checkbox"/> GRAB SAMPLE	<input type="checkbox"/> NO RECOVERY	
BACKFILL TYPE	<input checked="" type="checkbox"/> BENTONITE	<input type="checkbox"/> PEA GRAVEL	<input type="checkbox"/> SLOUGH
	<input type="checkbox"/> GROUT	<input checked="" type="checkbox"/> DRILL CUTTINGS	<input type="checkbox"/> SAND



JRP PR 4861-17 LOGS.GPJ JRPV3_0.GDT 17/02/22



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 - GEOTECHNICAL - ENVIRONMENTAL - MATERIALS -

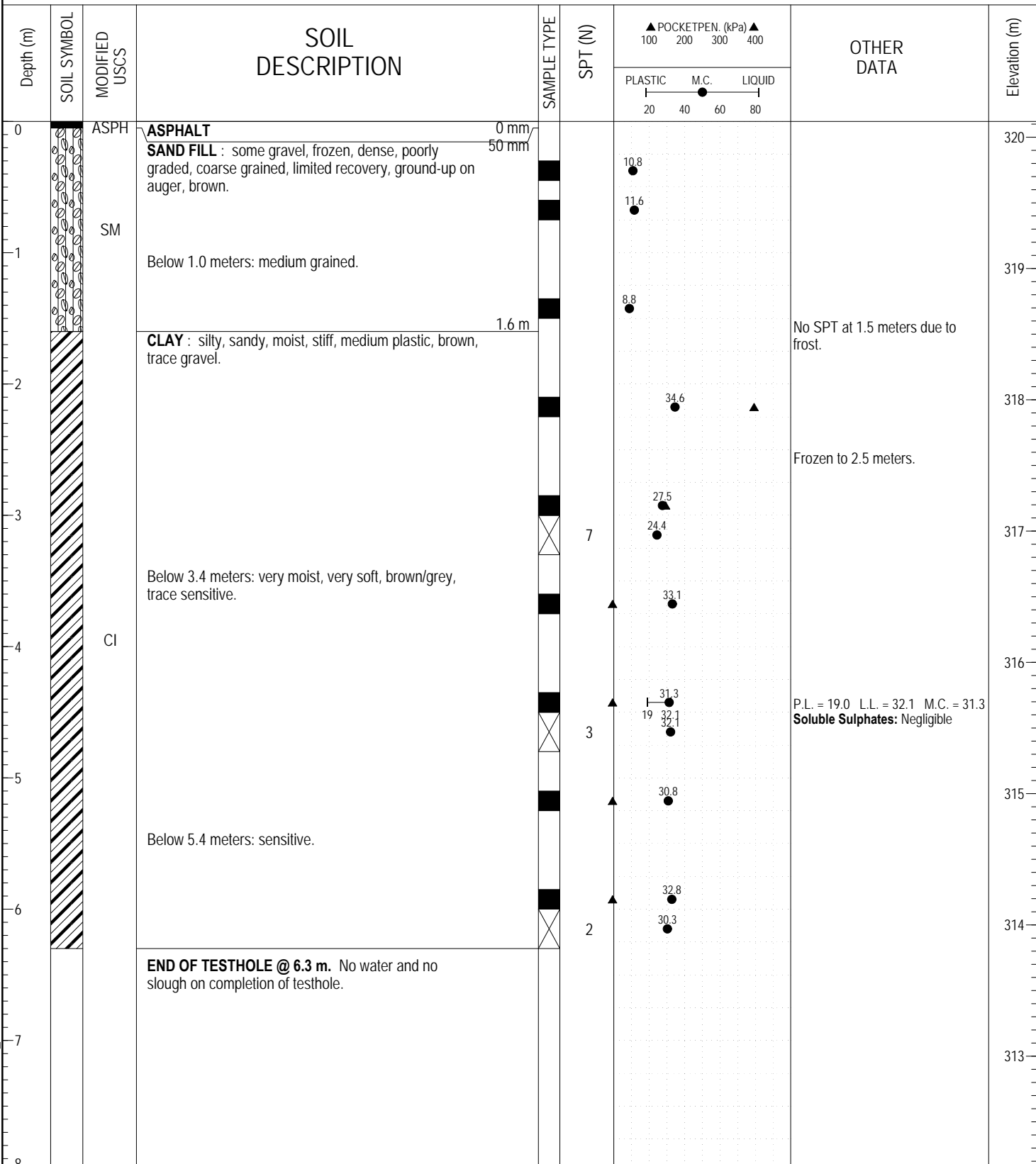
17505 - 106 Avenue
 Edmonton, AB T5S 1E7
 Phone: (780) 489-0700
 Fax: (780) 489-0800

LOGGED BY: K. Hominick
 REVIEWED BY: S MacFarlane
 Fig. No: 6

COMPLETION DEPTH: 6.30 m
 COMPLETION DATE: 17/03/20
 Page 1 of 1

PROJECT: Geotechnical Investigation - Neighbourhood Infrastructure Renewal	PROJECT NO: PR 4861-17	BOREHOLE NO: 2020-06
CLIENT: Velocity Group	DRILL METHOD: Solid Stem Auger	ELEVATION: 320.12 m
OWNER:	LOCATION: N 6232636, E 481746	

SAMPLE TYPE SHELBY TUBE CORE SAMPLE SPT SAMPLE GRAB SAMPLE NO RECOVERY



JRP PR 4861-17 LOGS.GPJ JRPV3_0.GDT 17/02/22



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CONSULTING & TESTING ENGINEERS
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Edmonton, AB T5S 1E7
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Fax: (780) 489-0800

LOGGED BY: K. Hominick
REVIEWED BY: S MacFarlane
Fig. No: 7

COMPLETION DEPTH: 6.30 m
COMPLETION DATE: 17/03/20
Page 1 of 1

APPENDIX 'B'

ATCO GAS



- WORK ORDER POINT**
 - Completed Work Order
 - Current Work Order
- PROPOSED CAPITAL PROJECT**
 - PROPOSED CAPITAL PROJECT
- SQUEEZE OFF**
 - SQUEEZE OFF
- WATER CROSSING**
 - WATER CROSSING
- COMMUNICATION CABLE**
 - COMMUNICATION CABLE
- POWER POLE**
 - POWER POLE
- EXCESS FLOW VALVE**
 - Operating
- SERVICE POINT**
 - Operating
- INTERCONNECT**
 - Operating
- MEASUREMENT POINT**
 - Operating
- REGULATOR**
 - Operating
- CONTROLLABLE VALVE**
 - Operating
- LAMP**
 - Operating
- STOPPER**
 - Operating
- RECTIFIER**
 - Operating
- ANODE**
 - Operating
- TEST POINT**
 - Operating
- TEE**
 - Operating
- REDUCER**
 - Operating
- COUPLING**
 - Operating
- END CAP**
 - Operating
- TRANSITION**
 - Operating
- WELD**
 - Operating
- ELECTRO STOP**
 - Operating
- CONNECTION POINT**
 - Operating
- INSULATION JUNCTION**
 - Operating
- WIRE JUNCTION**
 - Operating
- REGULATOR STATION**
 - Operating
- WELLHEAD**
 - Operating
- TRANSMISSION PIPES**
 - Abandoned
 - Decommissioned
 - Operating
 - Proposed
- DISTRIBUTION PIPE**
 - AB
 - LP
 - MP
 - IP
 - IP1
 - IP2
 - IP3
 - IP4
 - IP5
 - IP6
 - HP
 - Unknown
- SERVICE PIPE**
 - AB
 - LP
 - MP
 - IP
 - IP1
 - IP2
 - IP3
 - IP4
 - IP5
 - IP6
 - HP
 - Unknown
 - Proposed, IFC, Not Ready
- STATION PIPE**
 - STATION PIPE
- DEVELOPER SLEEVE**
 - DEVELOPER SLEEVE
- INSERTION**
 - Inserted Main
 - Inserted Service



Scale: 1:1,500

Current as of 2022-02-02 User ID: up74

GCS: NAD 1983 10TM AEP Resource

Note: All dimensions in meters unless noted otherwise.

DISCLAIMER

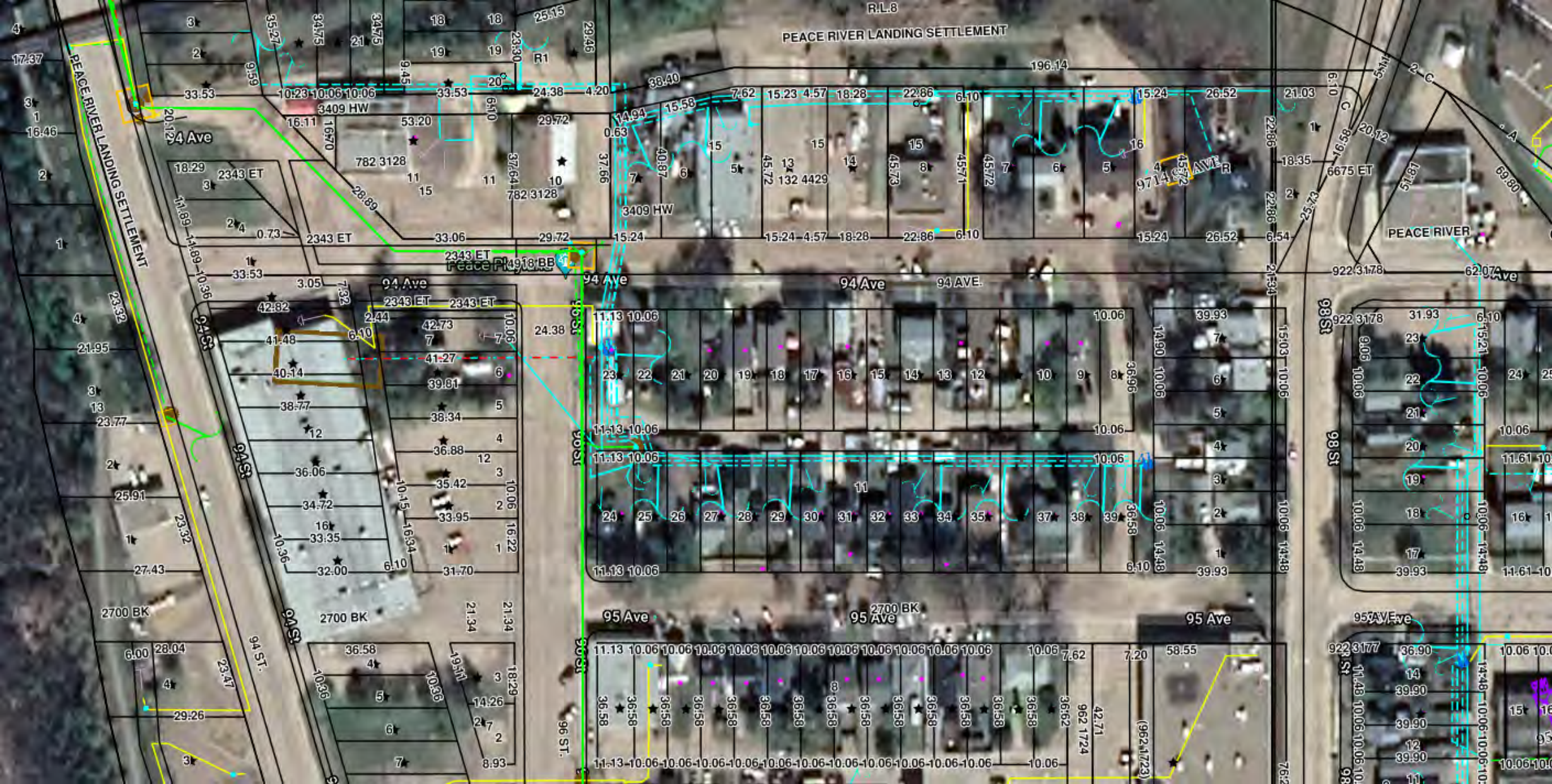
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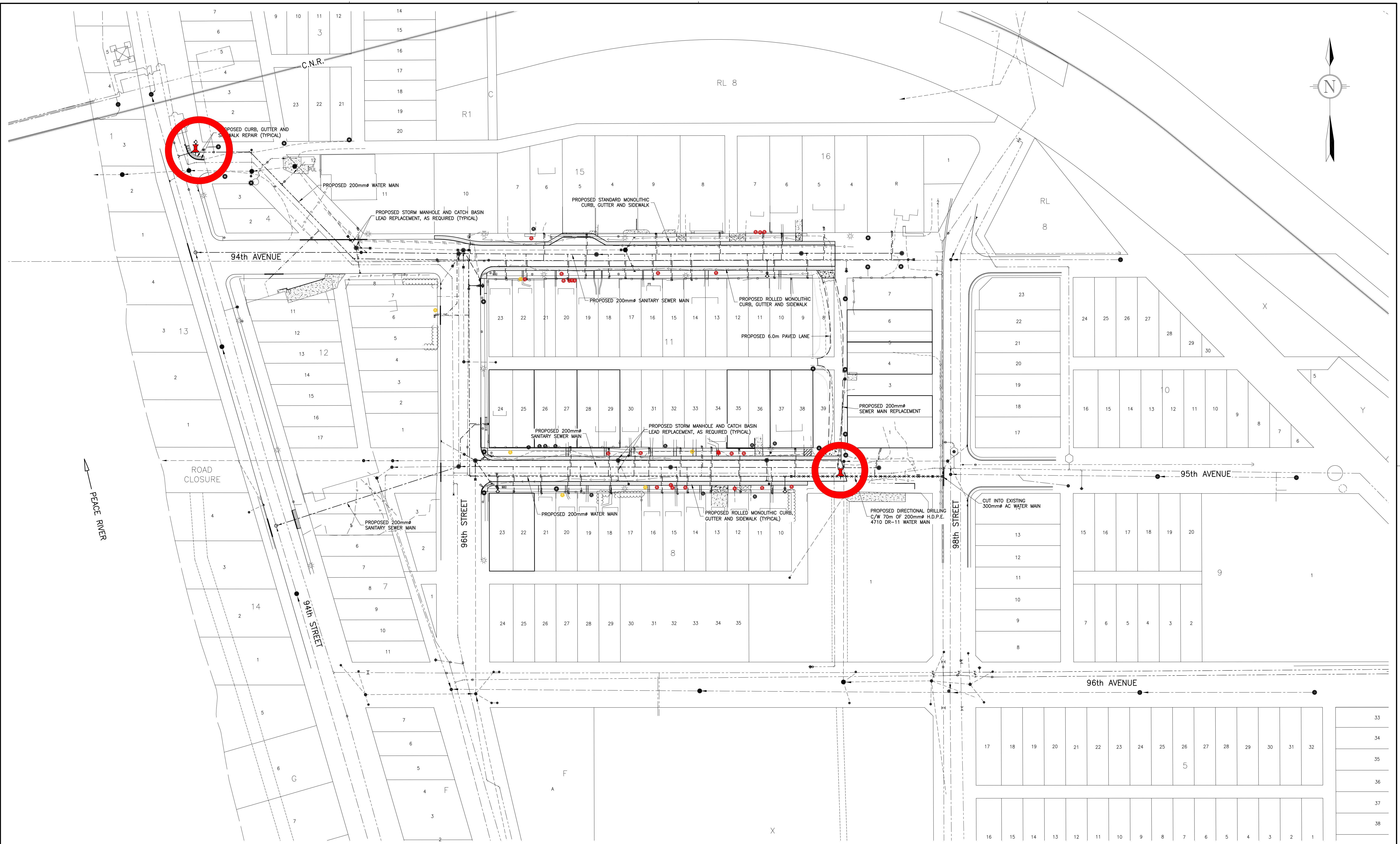
3. Not all elements in the legend will be represented in the map.

ATCO ELECTRIC

TELUS



EAST LINK



NO.	REVISION	BY	APPD.	DATE
2.	ISSUED FOR PUBLIC INFORMATION SESSION	K.L.K.	J.W.S.	2020-08-06
1.	ISSUED FOR TOWN REVIEW	K.L.K.	J.W.S.	2019-11-29

DESIGNER	DESIGN	DATE
J.W.S.	November 29, 2019	

DESIGN	DRAWN	CHECKED	DATE	BENCHMARK	SCALE
J.W.S.	K.L.K.	J.W.S.	November 29, 2019		1:750

VELOCITY GROUP
 Surveying & Engineering
 Grande Prairie - Peace River - Beaumont
 VELOCITY ENGINEERING INC.

CLIENT:	TOWN OF PEACE RIVER
PROJECT:	NEIGHBOURHOOD INFRASTRUCTURE RENEWAL - 2021 94th & 95th AVENUE; 94th TO 98th STREET OVERALL PLAN

CLIENT FILE No.	---
VELOCITY FILE No.	170-021
DRAWING No.	170021-OA
SHEET	1 OF 6
LAYOUT No.	01
REV.	01

D:\2020 Job Files\170-021 (14-16) Prm\170-021 OA Aug 06, 2020 - 1:56pm

SUPERNET



PCRVABX003

Water Supply

PCRVABMX037

Peace Regional SPCA

Peace Playland

94 Ave

94 Ave

Belle Petroleum Centre

Tapas Room

Buchholtz Financial Services

95 Ave

95 Ave

95 Ave

15 St

15 St

15 St

15 St

APPENDIX 'C'

Town of Peace River

Neighbourhood Infrastructure Renewal

Water System Work Notifications & Procedures

- Contractor to provide 48 hours notice to the Water/Wastewater (W/WW) Operations Manager, or Assistant Manager, is required for interruptions, connections, isolation and water system testing operations. Same notice required for Public Works with respect to system operation. Public Works must also obtain Water/Wastewater Operations approval for system operation.
- Devin Braun with Public Works must be contacted for existing system operation. Dana Langer or Randy Dupuis must be contacted for all other matters.
- Notices shall be sent via email so that all parties are informed. Include the Town Engineering, W/WW Operations & Public Works Departments and Velocity Group as noted below.

Town of Peace River Engineering

Arun Thomas O 780-624-2574 M 780-617-4497 athomas@peaceriver.ca

Town of Peace River W/WW Operations

Dana Langer O 780-624-3311 M 780-618-6821 dlanger@peaceriver.ca

Randy Dupuis O 780-624-3311 M 780-625-5250 rdupuis@peaceriver.ca

Town of Peace River Public Works

Devin Braun O 780-624-3085 M 780-618-5523 dbraun@peaceriver.ca

Velocity Group

Jason Schuler O 587-748-0569 M 780-618-4674 jason@velocitygroup.ca

Jeremy Herbert M 587-343-6766 jeremy.herbert@velocitygroup.ca

1) Temporary Water Supply & Interruptions

- The Contractor shall supply a plan for temporary water servicing and service interruptions prior to construction. This plan shall be reviewed and approved by the Water Facilities Manager (WFM) prior to construction commencement.
- The WFM shall be notified and approve any operation with respect to this approved plan.
- Minimum 24-hour verbal and written notice to affected residents and properties is required.
- See Item '3' below for temporary water system testing requirements.
- Hydrants used for temporary water must be flushed for 5 minutes and be checked for chlorine residual prior to their use.
- The Town will supply isolation gate valves for the remaining nozzles on hydrants being used for temporary water. These valves will allow for uninterrupted access for the Fire Department if necessary.
- Potable water trucks used for supplying temporary water will require proof of truck certification for potable water (monthly for potable water haulers).
- All temp water piping and fittings must be certified for potable water and either must be new or have been used only for potable water use in the past.

2) Water System Isolation & Connections

- Provide a minimum of 48-hour notice for water system isolation and connections. Water Facilities staff and/or Public Works staff on their behalf, shall operate isolation valves.
- The Contractor may operate existing valves under the Municipalities direct supervision, or if otherwise authorized by the Municipality.
- The Municipality must be witness to water main connections and associated disinfection procedures.

3) Water System Testing & Disinfection

- Provide minimum of 48-hour notice to have Town and Engineering representatives available for system testing.
 - The specification requires flushing, pressure testing, 24-hour super chlorination, flushing & de-chlorination and bacteriological testing. Disinfection procedures referencing AWWA C651 standard and municipal requirements.
 - Coordinate all water system testing with W/WW Operations Managers and Velocity Group.
 - The water system testing, and disinfection procedures must be reviewed and approved by the W/WW Operations Managers, and be acceptable to Alberta Environment & Parks.
 - The W/WW Operations Managers require separate notification for line flushing to ensure reservoir capacity is not compromised.
 - The Contractor shall coordinate with the W/WW Operations staff to complete bacteriological sampling. The bacteriological samples must be collected by the W/WW Operations staff, or by the contractor under the W/WW operations direct supervision.
 - The bacteriological samples must be sent to the Government of Alberta lab. No other lab is approved. The Town will send samples via courier to the lab for testing. Bacteriological samples must be taken between 2pm and 3pm on Monday through Thursday. Thursday sampling tends to run the risk of samples not being tested on the other end or not receiving results until the following week. Due to the COVID pandemic Willy's trucking only guarantees timely delivery for Tuesday sampling.
 - All flushing water must be directed to storm drains directly or via overland route unless otherwise approved by the W/WW Operations staff for flushing to the sanitary sewer system. All chlorinated water must be de-chlorinated prior to release to the environment.
- A. The W/WW Operations staff or Velocity Group on their behalf must be witness to water pressure leakage tests.
 - B. The W/WW Operations staff or Velocity Group on their behalf must verify free chlorine residual once water lines are super chlorinated (minimum 25 mg/L), after 24 hours (minimum 10 mg/L), and post flushing to ensure safe levels for consumption (maximum 2 mg/L)
 - C. The W/WW Operations staff must be party to and agreeable with disinfection and bacteriological sampling procedures.
 - D. The number and location of bacteriological sample points shall be determined by the W/WW Operations Managers.

APPENDIX 'D'

Date: January 27, 2022

ATCO Pipelines Crossing Number: T22-0266

Your Number

The Town of Peace River

karrie@velocitygroup.ca

Attention: Karrie Kennedy

**RE: PROPOSED temporary workspace and temporary access
CROSSING our High Pressure Natural Gas Pipeline(s) Located in:**

Legal Description	Pipe Size (mm)
SE-31-83-21-W4M	114 mm

Further to your application dated Jan 27, 2022 ATCO Gas and Pipelines Ltd. (hereinafter called the Grantor), approves **The Town of Peace River's** (hereinafter called the Grantee) request to conduct Work on or near our Facility or cross our aforementioned high pressure natural gas pipeline(s) subject to the terms and conditions of our attached Facility Crossing Agreement.

Please place a request to activate this agreement by contacting ATCO's Natural Gas Customer Care Centre @ 310-5678 (within Alberta) and 1-888-511-7550 (Outside Alberta). Prompt #3 and refer to Crossing Number T22-0266. Alternatively, you can activate your crossing agreement by texting us at 28261 or chatting with us online at atco.com/naturalgas. The Grantor's Field Representative will contact you within 72 hours to schedule a field meeting to activate the crossing agreement and establish safe ground disturbance procedures.

PLEASE NOTE: THIS AGREEMENT IS VALID FOR ATCO'S LICENSED HIGH PRESSURE NATURAL GAS PIPELINES AND DOES NOT GRANT CONSENT FOR ANY WORK TO BE COMPLETED AROUND ATCO'S INTERMEDIATE OR LOW PRESSURE PIPELINES. A SEPARATE AGREEMENT MUST BE OBTAINED FOR THOSE FACILITIES.

To obtain an agreement for ATCO'S intermediate and low pressure pipelines please send a request to crossings@atcogas.com.

All hydro-vacced holes used to locate the Grantor's facilities must be secured during work activities and never left open unattended. If unattended, the hole must be fenced off at a minimum height of 1.2 meters, visibly marked with orange tape, and covered with 15mm or thicker plywood to prevent accidental entry by pedestrians or animals. 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.

Three Working days' notice (minimum 72 hours) must be given to the Grantor's Field Representative

- prior to construction. Please refer to Crossing Number **T22-0266** when contacting the Grantor's Field Representative.
- During performance of the Work pursuant to this Agreement, the Grantee shall have a copy of the fully executed (both signatures) Agreement available to the Crossing Area which shall remain on site for the duration of the Work for which this Agreement was granted.
- As per Schedule "C," the rights and obligations of the parties under this Agreement shall terminate **one year** from the date hereof if the Work on the Grantee's Facility has not commenced.

Should you have any questions or require further information, please contact me at (780) 420-5423.

Sincerely,

ATCO Pipelines,
a division of ATCO Gas and Pipelines Ltd.



Gloria Killins
Sr. Land Administrator

- Attachments: Facility Crossing Agreement, including:
- 1) Body of the Agreement
 - 2) Schedule "A" Standard Terms and Conditions
 - 3) Schedule "B" Location Plan and Profile
 - 4) Schedule "C" Specific Terms and Conditions

**FACILITY CROSSING AGREEMENT
T22-0266**

THIS AGREEMENT is made and effective as of the **27th day of Jan. 2022**.

BETWEEN ATCO Gas and Pipelines Ltd. ("Grantor")
(hereinafter and in Schedules A, B, & C referred to as the Grantor)

and

The Town of Peace River
("Grantee")
(hereinafter and in Schedules A, B & C referred to as the Grantee)

Whereas Grantor operates under the jurisdiction of The Alberta Utilities Commission holds one or more rights-of-way (or facilities) in across the said lands, hereinafter referred to as "**Grantor's Facility**"; and

WHEREAS Grantee operates under the jurisdiction of the **Laws of the Province of Alberta** has acquired one or more rights-of-way across the said lands hereinafter referred to as "**Grantee's Facility**"; and

Whereas the rights-of-way and/or Facilities of the respective parties intersect in the Crossing Area; and

Whereas the parties wish to define their respective rights and liabilities with respect to the Crossing Area under certain terms and conditions defined in Schedule 'A'.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants and agreements herein contained, the parties agree that their respective Work in the Crossing Area shall be governed by this Agreement together with the Schedules as herein described.

1. TERMS AND CONDITIONS

This Agreement including the recitals and the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule "A" - Mutually Agreed to Terms and Conditions.

Schedule "B" - Location Plan and Profile.

Schedule "C" - Specific Terms and Conditions.

2. LOCATION AND NOTICES T22-0266

(a) Location of Crossing Area (Legal Description):

SE-31-83-21-W4M

(b) Notices

	<u>Grantor's Office</u>	<u>Grantee's Corporate Office</u>
Name:	ATCO Gas and Pipelines Ltd.	Town of Peace River
Address:	7210-42 Street NW Edmonton, AB T6B 3H1	P.O. Box 6600 Peace River, AB T8S 1S4
Dept.	Land Administration	Director of Engineering and Infrastructure
Contact:	Gloria Killins	Jim McCuaig
Phone:	(780) 420-5423	780-624-2574

(c) Field Representative:

	<u>Grantor's</u>	<u>Grantee's</u>
Name:	ATCO Natural Gas Customer Care Centre @ 310-5678 (within Alberta) or (1-888-511-7550)	_____
Position:		_____
Address:		_____ _____ _____
Phone:		_____

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2022.

ATCO Gas and Pipelines Ltd.

The Town of Peace River

("Grantor")

("Grantee")

Gloria Killins

Sr. Land Administrative Coordinator

Title:

Schedule "A"

Mutually Agreed to Terms and Conditions

This Schedule "A" to Form Part of the Facility Crossing Agreement.

Between ATCO Gas and Pipelines Ltd. (Grantor)

and The Town of Peace River (Grantee)

and dated the 27th day of Jan, 2022.

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";
- (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 government 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 provision 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 centimetres 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 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 centimetres 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.
- (q) Except as otherwise provided herein, the cost of the 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 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 provision 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 Janision 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 or the right 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 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 the 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 "B"

Location Plan and Profile

This Schedule "B" to Form Part of the Facility Crossing Agreement.

Between **ATCO Gas and Pipelines Ltd. (Grantor)**

and **The Town of Peace River (Grantee)**

and dated the 27th day of Jan, 2022.

Crossing Agreement-T22-0266

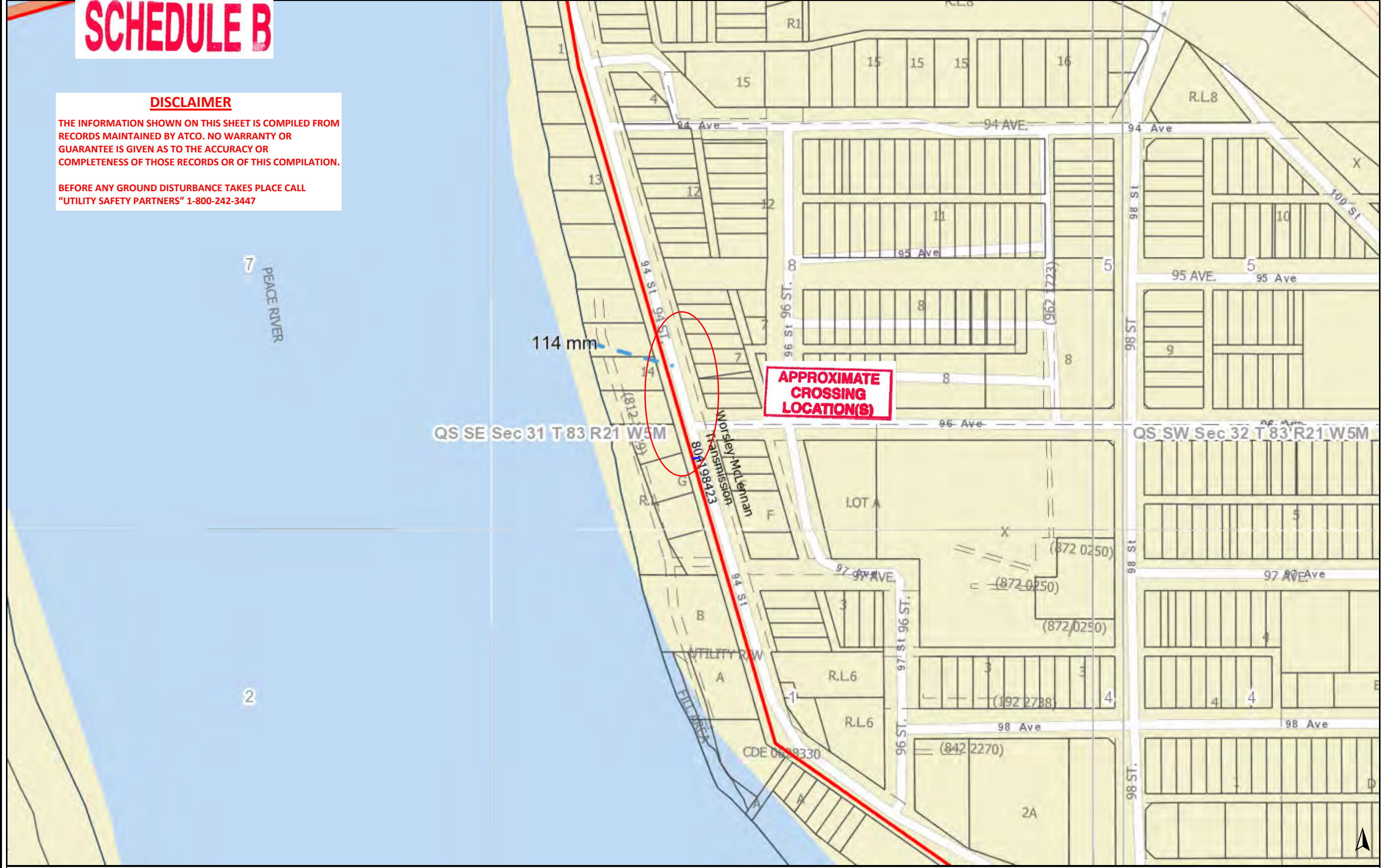
Located in	Legal Description	Pipe Size (mm)
	SE-31-83-21-W4M	114 mm

SCHEDULE B

DISCLAIMER

THE INFORMATION SHOWN ON THIS SHEET IS COMPILED FROM RECORDS MAINTAINED BY ATCO. NO WARRANTY OR GUARANTEE IS GIVEN AS TO THE ACCURACY OR COMPLETENESS OF THOSE RECORDS OR OF THIS COMPILATION.

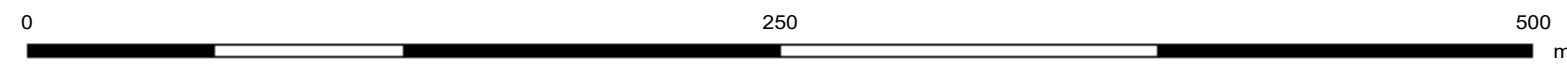
BEFORE ANY GROUND DISTURBANCE TAKES PLACE CALL "UTILITY SAFETY PARTNERS" 1-800-242-3447



Legend

- Distribution**
 - AB
 - LP
 - MP
 - M1
 - M2
 - IP
 - IP1
 - IP2
 - IP3
 - IP4
 - IP5
 - IP6
 - HP
- Regulator Station
- Rural Tap
- Controllable Valve
- Distribution Capital Project
- Transmission**
 - Abandoned
 - Decommissioned
 - Operating
 - Transmission Station
 - Transmission Capital Project

Notes



Schedule "C"

Specific Terms and Conditions

This Schedule "C" to Form Part of the Facility Crossing Agreement.

Between **ATCO Gas and Pipelines Ltd. (Grantor)**

and **The Town of Peace River (Grantee)**

and dated the 27th day of Jan, 2022.

GENERAL CONDITIONS

- A. Work Provisions
- a. Grantee shall contact **Utility Safety Partners** at 1-800-242-3447 to identify and mark Grantor's Facilities.
 - b. Grantee agrees to survey and stake the location of Grantor's right-of-way, if applicable, and Grantor's Facility within the Crossing Area. Grantee shall not undertake any work until such survey and staking has been completed.
 - c. Prior to Grantee undertaking any Work, an on-site, pre-construction meeting is to take place between Grantee's field representative and Grantor's field representative to discuss any site-specific concerns, to accurately locate Grantor's Facilities, and to discuss construction techniques on how to safely work around Grantor's Facility.
 - d. The Work of Grantee shall be carried out under the supervision of and to the satisfaction of Grantor's field representative. Grantee shall pay to Grantor all of Grantor's costs and expenses incurred in conducting such inspection outside of the normal business hours of 8:00 a.m. to 4:00 p.m. Monday to Friday (excluding Statutory Holidays).
 - e. When performing the Work Grantee shall comply with any additional conditions and protection requirements as directed by Grantor's field representative for the purpose of protecting Grantor's Facilities. Grantor's field representative may suspend the Work if, in their reasonable opinion, they determine that the Work cannot be done safely.
 - f. Grantee will use reasonable efforts to ensure that any party proposing to perform Work in proximity to Grantor's Facilities complete an industry approved ground disturbance training program or a training program satisfactory to Grantor.
 - g. Under the supervision of Grantor's field representative Grantee shall determine the exact location and depth of Grantor's Facility by an industry approved daylighting procedure.
 - h. Under the supervision of the Grantor's field representative, the use of an excavating machine no closer than 1.5 meters of the Grantor's facility is permitted. In the event the

work is required to be closer than the 1.5 meters permitted, approval from the Manager, Field Operations or designate is required in advance of this work taking place.

- i. No heavy equipment shall be moved on, over, across or along Grantor's right-of-way or Grantor's Facilities until it is determined safe to do so by Grantor's field representative. Grantor's field representative may require Grantee to provide, at Grantee's sole cost and expense, an earth berm or rig mat to cover and protect Grantor's Facility. Grantor's field representative shall have the right to specify the fill material to be used.
- j. The storage of materials on Grantor's right-of-way is not permitted except when approved by the Grantor's field representative. During the Work, when so approved, construction material shall only be stored on one side of Grantor's right-of-way and shall not be stored within 2.0 metres of Grantor's Facility. Upon completion of the Work storage of any materials by Grantee shall not be permitted on or within Grantor's right-of-way.
- k. Grantor's field representative may require Grantee to erect temporary fencing before or during the Work to protect Grantor's Facility or for other safety purposes. The requirement to erect such fencing will not relieve Grantee from meeting its other obligations under this Agreement. Any such fencing will be removed once the Work that necessitated the temporary fencing is completed or within a reasonable time after Grantor's request for its removal. All costs and expenses associated with any temporary fencing shall be the responsibility of Grantee.
- l. Grantor may require the operating pressure of Grantor's Facility to be reduced prior to any Work being undertaken in proximity to Grantor's Facility. Operational constraints may dictate the timing of Grantee's Work.
- m. Grantee shall be responsible for its costs and expenses and any costs and expenses of Grantor resulting from depth, clearance or separation conflicts between Grantor's and Grantee's Facilities including any costs and expenses arising from any additional Work necessary to resolve such conflict.
- n. In addition to the notice required by Section 5(l) of Schedule "A", Grantee shall ensure that Grantor's field representative has inspected any exposed Grantor's Facility (including any pipe and coating) prior to Grantee backfilling any excavation. If Grantee fails to obtain such inspection then Grantee will, upon Grantor's request, at Grantee's sole cost and expense, re-expose any such Grantor's Facilities to permit Grantor's inspection and thereafter backfill any such excavation.
- o. Grantor's field representative shall have the right to specify the fill material to be used within Grantor's right-of-way or within the Crossing Area, as required.
- p. The backfill under and over Grantor's Facilities within the Crossing Area shall be compacted to the satisfaction of Grantor's field representative, utilizing compaction methods approved by Grantor's field representative.
- q. Unless approved by Grantor, the depth of cover over Grantor's Facilities shall not be permanently altered.

- r. Grantee shall replace all disturbed or removed signs as soon as practical following the completion of the Work or at Grantor's request.
- s. Grantee shall, if requested by Grantor's field representative, place and maintain marker signs in the vicinity of the Crossing Area.
- t. Grantee shall provide "as-built" drawings of its Facility upon the request of Grantor.
- u. Notwithstanding this Agreement, but subject to the requirement of any applicable laws, Grantee's Facility and any Work undertaken by Grantee will in no way restrict, any of Grantor's operations or rights relating to any of Grantor's Facility or Grantor's use and enjoyment of Grantor's right-of-way. For greater certainty, and without limiting the foregoing, Grantor shall have the right to do any or all of the following: undertake and perform any maintenance, operation, or emergency work in respect of any Grantor's Facilities; and use and enjoy Grantor's right-of-way for any purpose that it is otherwise authorized to do so, whether pursuant to Grantor's right-of-way or by applicable laws.
- v. Grantee, in carrying out any Work shall comply with all applicable laws (including applicable safety, health and environmental laws), and shall implement safety measures necessary to safeguard the Crossing Area in the same manner as a prudent contractor in Alberta carrying on work similar to the Work would do. If, at any time Work is being performed by Grantee within the Crossing Area, there is a period when two or more employers (as defined in the *Occupational Health and Safety Act* ("OH&S Act")), are undertaking activities or Work within the Crossing Area, then throughout such period, or in any case when, pursuant to the OH&S Act, a prime contractor (as defined in the OH&S Act) is required to be appointed, Grantee agrees it is, and shall be deemed to be, the prime contractor in respect of all activities and Work carried on by Grantee or those for whom it is responsible at law throughout such period and throughout the entire Crossing Area.
- w. Grantee shall notify Grantor's field representative immediately following Grantee determining that a relocation, alteration or lowering (or any combination thereof) of Grantor's Facilities is required within any Crossing Area to permit either or both Grantee or Grantor to comply with any applicable laws, (including any applicable code, statutes, regulations, permits, licenses, orders and directions of any governmental authority), or otherwise with this Agreement. Grantee shall, immediately following such determination, ensure no Work is commenced within the Crossing Area, or if the Work is in progress, suspend any further Work until Grantor has: (i) approved the relocation, alteration or lowering (or any combination thereof); (ii) established a construction schedule; and (iii) each of Grantor and Grantee have obtained all necessary permits and approvals that each is required to obtain by any applicable laws. Any such relocation, alteration and lowering shall be carried out by Grantor at the sole costs and expenses of Grantee. Grantee shall pay all amounts that Grantor may incur in connection with any such relocation, alteration and lowering within 30 days of receiving an invoice from Grantor. The amount of such costs and expenses set out in the invoice shall be final and binding on Grantee absent manifest error.

B. GENERAL MATTERS

- a. Grantee covenants, represents and warrants that it has and will retain all necessary rights from the registered owner of the lands comprising the Crossing Area or otherwise obtain and will retain all necessary rights pursuant to applicable laws, necessary in each case to permit Grantee to perform the Work (the "Grantee's Authority"), and that it is not obtaining any such rights from Grantor (notwithstanding anything in this Agreement to the contrary). In addition, nothing in this Agreement or Grantor's execution of this Agreement, shall in any way imply that Grantor has reviewed, consented to, or in any way approved, any subdivision proposed or any interest that Grantee has been granted by the registered owner of the said lands or any other interest otherwise obtained by Grantee pursuant to any applicable laws (including any of Grantee's Authority).
- b. Notwithstanding anything to the contrary contained in this Agreement, none of Grantor's: execution of this Agreement; supervision; approval; or review of Grantee or any of Grantee's Work, including any plans, drawings or documents of Grantee, shall in any way relieve or release Grantee from any of its obligations or responsibilities under this Agreement, or otherwise constitute approval of the foregoing items.
- c. Notwithstanding the definition of Grantee's Facility in Schedule "A", all references to Grantee's Facilities shall mean solely those Facilities specifically set forth in Schedule "B". This Agreement and Grantor's consent and agreement granted by this Agreement relates solely to Grantee's Facilities specifically listed in Schedule "B". If Grantee wishes to deal with any other Facilities including any expansion or relocation of Grantee's Facilities, then Grantee shall be required to enter into a new agreement with Grantor prior to Grantee undertaking any Work or additional activity in respect to any such other Facilities.
- d. Notwithstanding the definition of Grantor's Facilities in Schedule "A", all references to Grantor's Facilities shall include all Facilities of Grantor together with any and all appurtenances thereto.
- e. Grantee hereby acknowledges and agrees that all of Grantee's Work shall be undertaken, performed and carried out at the sole risk, costs and expenses of Grantee and shall in all cases, be done in compliance with Grantee's Authority.
- f. If Grantor or any Grantor's Facilities suffers any damage, including contact damage to Grantor's Facilities, as a result of any of Grantee's Facilities or Grantee's Work, (or any combination thereof), Grantee shall notify Grantor. In any such case, Grantor may carry out any such required repair at the sole cost and expense of Grantee. Grantee shall reimburse Grantor for Grantor's costs and expenses incurred in doing such repairs within thirty (30) days of receiving an invoice from Grantor.
- g. Grantor shall have the right to assign, transfer or convey to any other person, firm, corporation or entity whatsoever, all of Grantor's powers, benefits, privileges, rights, titles and interest arising pursuant to, or conferred by, the Agreement, without consent from, or notice to Grantee. Upon any such assignment, transfer or conveyance by Grantor, Grantee agrees and acknowledges that Grantor shall be released in full from all its liabilities and obligations arising pursuant to this Agreement. Grantor may enter into all agreements, contracts and writings and do all necessary acts and things necessary to give effect to the provisions of this section.

- h. Grantee shall have the right to make any assignment, transfer or conveyance of this Agreement, or the rights and privileges hereby granted, if such assignment, transfer or conveyance is to a party acquiring an interest in Grantee's Facilities to which this Agreement relates. Except as otherwise provided above in this Section, Grantee shall not assign, transfer or convey this Agreement nor the rights and privileges hereby granted without the written consent of Grantor, provided such consent shall not be unreasonably withheld. Together with any request for such consent, Grantee shall provide Grantor with the assignee's written confirmation that the assignee is familiar with this Agreement and agrees to be bound by the terms thereof, subject to receiving Grantor's consent.
- i. Grantee shall be liable for, and indemnify and save harmless Grantor from any and all liabilities, damages, costs, expenses, claims, suits, or actions caused by or resulting from the breach of any applicable law including environmental laws, or the existence of, or the release of, substances on, in or near the said lands which may have an adverse effect on the said lands or the environment, in each case caused by or that result from Grantee or any party for whom Grantee is responsible for at law. Grantee shall be solely responsible for any release of any substance caused by it or any person for whom Grantee is responsible for at law, and shall provide notice of any release of any such substance to Grantor immediately following Grantee learning of same. Grantee shall undertake all requisite remediation of the said lands or any portion thereof as may be required by any applicable laws immediately following the occurrence of any such release.
- j. Notwithstanding anything else herein to the contrary, in no event shall either party be liable to the other party, any person claiming rights derived from the other party's rights or any other third party, for consequential, punitive, indirect or exemplary losses, costs, expenses, injuries or damages of any kind, including lost profits, loss of business, loss of opportunity or other economic damage, howsoever caused, including as a result of breach of this Agreement, negligence or otherwise, regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of same.
- k. Notwithstanding the termination of this Agreement for any reason, any obligations arising pursuant to this Agreement which by their nature are intended to survive such termination shall continue in full force and effect until discharge of the obligation or until the parties mutually agree in writing to a release of such obligation. Any remedy of Grantor set out in this Agreement is not exclusive of any other remedy whether set out in this Agreement or otherwise available at law.
- l. The reference to "two years" in Section 14(a) of Schedule "A" is hereby reduced to "one year". In addition, where the proposed Work of Grantee is cancelled for any reason, then the rights of Grantee arising hereunder shall terminate. Grantee shall notify Grantor of any such cancellation immediately.

- m. In this Agreement, the word "including" shall mean "including, without limitation" and "includes" shall have a similar meaning. The Term "discretion" means sole, absolute and unfettered discretion. All references to "costs" or "costs and expenses" shall be deemed to mean any and all costs and expenses including any legal costs and disbursements on a solicitor client basis, as applicable.
- n. Except as otherwise specifically provided in this Agreement, whenever any consent, approval, designation, requirement, opinion, judgment or discretion is required of, or any request may be made or any action taken by, Grantor or any of Grantor's field representatives, as the case may be, under the terms of this Agreement, the same shall be granted, determined, required, exercised, made or taken in the discretion of Grantor or the Grantor's field representative, as the case may be.
- o. If any amounts payable by Grantee to Grantor pursuant to this Agreement are not paid within thirty (30) days of Grantor requesting payment, then Grantee shall pay interest thereon at the Bank of Montreal's prime lending rate plus 3% per annum.
- p. Should any provision of this Agreement be finally determined by a court of competent jurisdiction to be illegal, void or otherwise unenforceable, such provision shall be severed from the rest of this Agreement, and the rest of this Agreement shall remain in full force and effect and be binding on the Parties as though the said provision had never been included.

**TEMPORARY ACCESS ACROSS / ALONG GRANTOR'S FACILITY
AND RIGHT-OF-WAY**

- a. The profile of Grantor's right-of-way within the Crossing Area shall not be permanently altered.
- b. Grantor's Facility shall be identified and marked along the entire length of the Crossing Area where the access is required. Markings must remain clearly within the line of sight at all times. All equipment traveling along Grantor's right-of-way shall remain at least 3.0 metres from Grantor's Facility. Any equipment required to cross Grantor's Facility shall do so at a perpendicular angle, at the location(s) approved by Grantor's field representative.
- c. No heavy equipment shall be moved on, over, across or along Grantor's right-of-way or Grantor's Facilities until it is determined safe to do so by Grantor's field representative. Grantor's field representative may require Grantee to provide, at Grantee's sole cost and expense, an earth berm or rig mat to cover and protect Grantor's Facility. Grantor's field representative shall have the right to specify the fill material to be used.
- d. Construction of the temporary access shall not result in reduced clearance between existing ground level and Grantor's Facility in the Crossing Area.
- e. The minimum depth of cover over Grantor's Facility in the Crossing Area shall not be less than 1.2 metres.
- f. Non-vibratory compaction equipment shall be used to achieve compaction over Grantor's Facility in the Crossing Area.

- g. This temporary access is only valid for one year from the date of execution of this agreement. Grantee shall re-apply for additional temporary access or for a permanent road crossing after this date, if required.
- h. Approval of temporary access shall in no way imply that approval for a permanent access will be granted.
- i. Removal of the temporary access shall be done by Grantee, at Grantee's sole cost and expense under the supervision of Grantor's field representative and shall be completed within one year of the date of this agreement.