

## **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 10 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.
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](mailto: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](mailto: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**

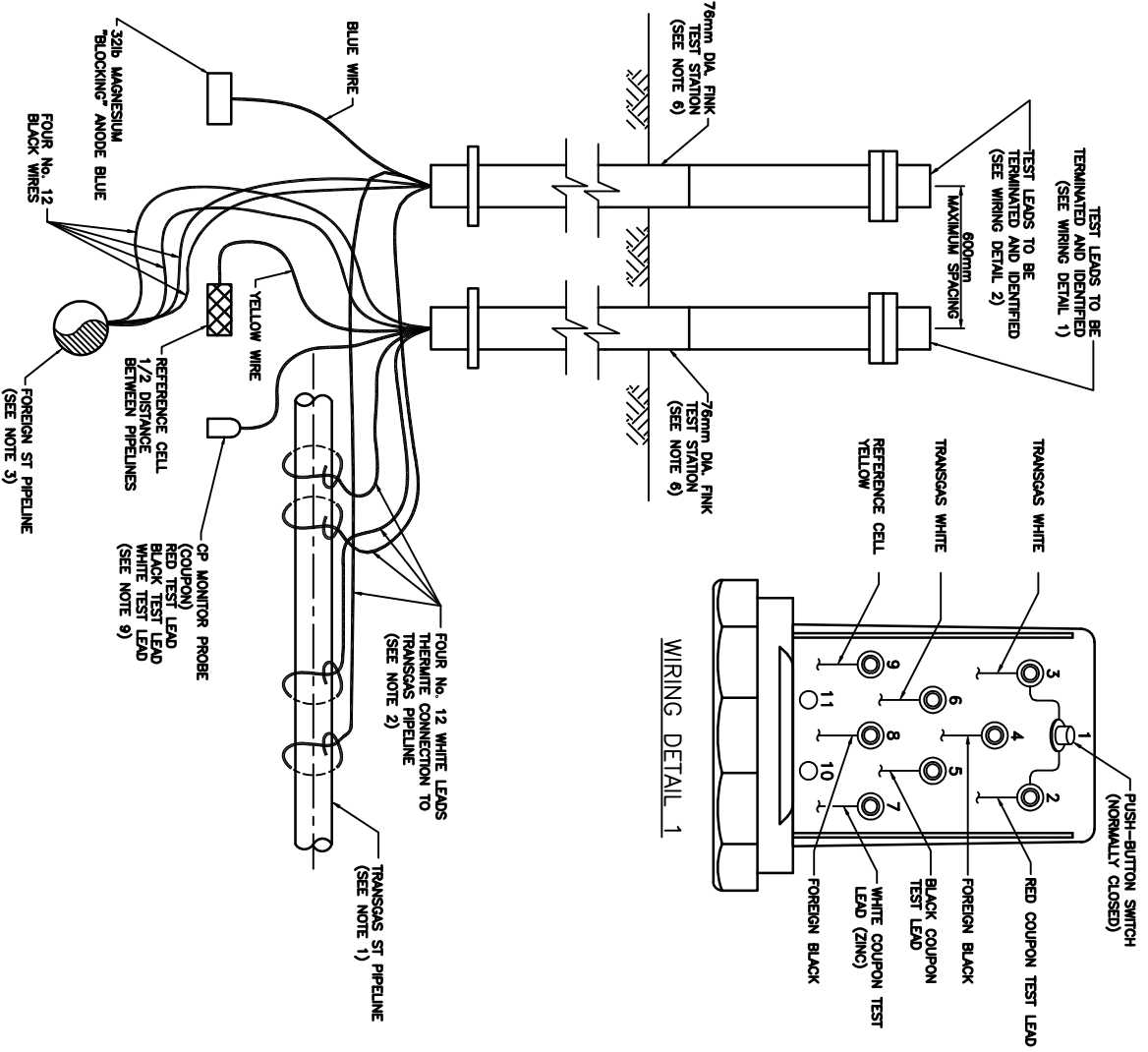
The following additional terms and conditions shall apply for fencing:

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.

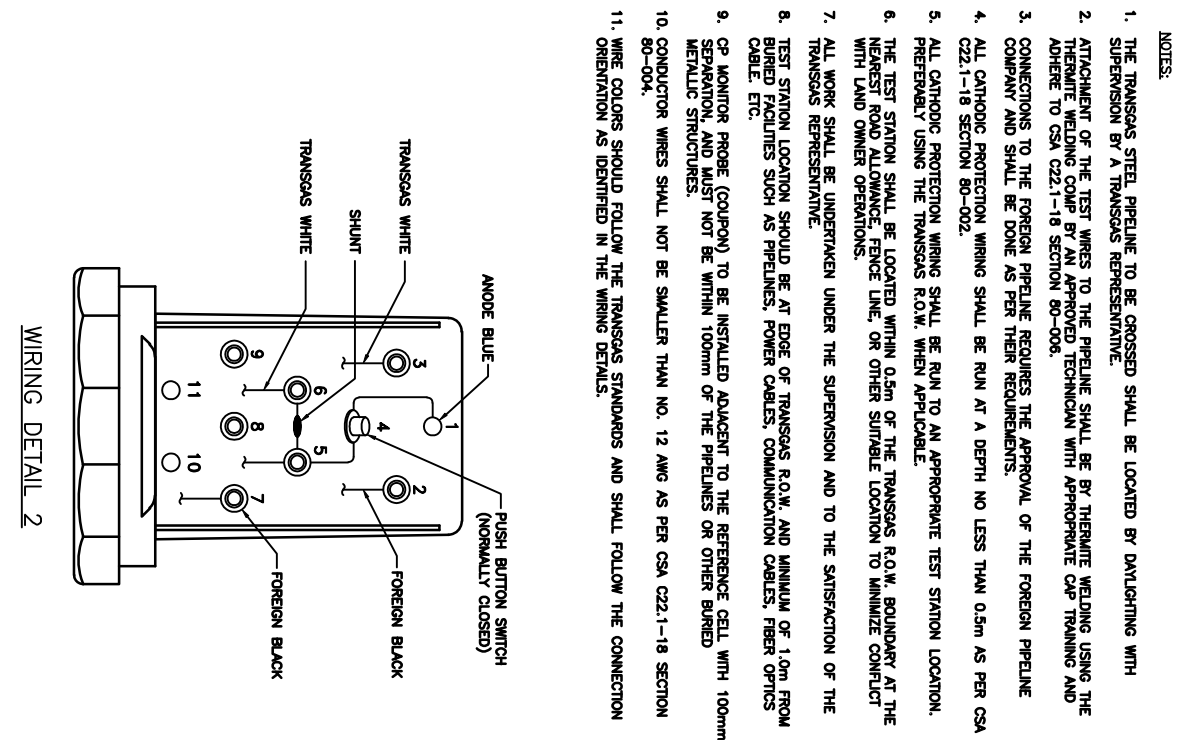
**J. Culverts**

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 TRANSFAS STEEL PIPELINE TO BE CROSSED SHALL BE LOCATED BY DAYLIGHTING WITH SUPERVISION BY A TRANSFAS 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 TRANSFAS R.O.W. WHEN APPLICABLE.
6. THE TEST STATION SHALL BE LOCATED WITHIN 0.5m OF THE TRANSFAS 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 TRANSFAS REPRESENTATIVE.
8. TEST STATION LOCATION SHOULD BE AT EDGE OF TRANSFAS 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 TRANSFAS 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