



Lesser Slave River

TITLE: Right of Way Authorization

EFFECTIVE DATE: September 9, 2020

POLICY NUMBER: TR-32-19 (Supersedes E.22)

STATEMENT:

The Municipal District of Lesser Slave River #124 recognizes that oil companies and other parties may need to construct infrastructure on, across, over, near or under a road or road allowance and will endeavor to accommodate such to the extent that the work will not unduly impact future municipal works. The MD will issue agreements for these requests via an Agent or otherwise, when requests meet parameters set out by the MD. The Director of Field Services is hereby authorized to approve requests and enter into agreements with interested parties.

Approval for the nonexclusive right to install a pipeline or other related works across, within, near or under a right of way will be considered subject to the following conditions:

1. The party requesting permission to cross a road allowance must enter into the appropriate agreement attached hereto and identified as Schedule "A". Schedule "A" may be amended by the Director of Field Services from time to time.
2. The party requesting permission must meet parameters set out in the most recent edition of the *Alberta Transportation Utility Guidance Manual*.
3. The party requesting permission to cross a road allowance must agree to relocate or do such other things as may be required to accommodate municipal works at no cost to the Municipal District
4. The party requesting permission must agree to provide the Municipal District with the necessary approvals and consents to complete municipal works adjacent to or in the vicinity of a pipeline pursuant to the Pipeline Act and Regulations

PROCEDURE:

The Municipal District shall use an Agent to issue the following types of approvals for works across, within, near, or under a right of way:

- Construct an approach
- Utilize an existing approach
- Construct an Access Road
- Construct a Riser Site
- Road Use (Oil and Gas Only)
- Cross an Existing Road with a Pipeline
- Cross an Undeveloped Road Allowance with a Pipeline
- Abandonments

RoaData Service shall act on behalf of the Municipal District as the point of first contact for requests for the above, using their Online Roadway Consent (ORC) portal. The Director of Field Services or his designate will evaluate incoming requests and grant approvals provided that they meet the parameters set out in the most recent edition of the *Alberta Transportation Utility Guidance Manual*. RoaData will then issue the appropriate agreement on behalf of the MD and collect payment for services. A copy of



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the agreement will be filed at the municipal office once completed. RoaData will maintain an online archive of all approvals granted. Cost of the ORC will be passed onto the party requesting permission.

FEES:

Fees will be specified in Schedule "B" and amended by resolution of Council from time to time.

DEPARTMENT RESPONSIBLE:

Transportation

POLICY HISTORY:

Date	Description
	New policy

MOTION: 364-20

DATE: September 9, 2020


Chief Administrative Officer


Reeve



Lesser Slave River

SCHEDULE "A"

RIGHT OF WAY AUTHORIZATION AGREEMENTS



M.D. of Lesser Slave River

Using Existing Approach Allowance Application

Printed: 9/30/2020 5:08:02 PM

Application # 11634

Approval has been granted for the following project provided all the Terms, Conditions and Municipal requirements that form this approval are met:

Prime Contractor: TEST OIL COMPANY

Proposed Date: 9/30/2020 12:00:00 AM

Contact Name: FAKE

Well Type: Other

Email: gail@roadata.com

AFE Number:

Phone: 4033149500

Type of Approach: Permanent

Type of Territory: Surveyed

Location: Lsd: 5 Sec: 18 Twp: 72 Rge: 5 Mer: 5 Access Road: 5 - 4

Proximity Concern? No

Encroachment Concern? No

Terms and Conditions

- 1) This agreement is valid for the life of the infrastructure, or twelve (12) months from the proposed date, if work has not started re-submission is required
- 2) Should it be necessary to relocate the above noted to accommodate future highway improvements, all such work will be done at no cost whatsoever to the Municipal District of Lesser Slave River.
- 3) It is the developers responsibility to satisfy, in addition to M.D. requirements, all other regulations and conditions that are required by Government authorities pursuant to other acts.
- 4) Work shall be carried out within the right-of-way in accordance with good engineering and construction practices and in accordance with the Canadian Standards Association, Alberta Public Highways Development Act, the National Energy Board Regulations and all other relevant Acts and Standards.
- 5) The company shall not excavate, break up or otherwise breach the surface of any Rights-of-Way or engage in any other work therein for the purpose of constructing, operating, maintaining or removing any of its equipment in, on, over, under, along or across any Rights-of-Way (each of these activities hereinafter collectively called "Work") without first providing plans to the Director of Field Services responsible for overseeing such Work or his designate.
- 6) In the event of an emergency involving the Company's equipment, the Company may perform such Work as is strictly necessary to end the emergency without the prior consent of the Municipality, provided that the Company notifies the Municipality of the occurrence of the Work without delay.
- 7) All reasonable precautions shall be undertaken during construction to protect and safeguard public safety and property owners. This includes barricading, signing and flag persons as required, to protect and safeguard the lives and property of the travelling public and adjacent property owners. At no time shall highway or public roadway be closed to traffic. Where normal traffic patterns are to be interrupted due to ditching or other operations, prior approval must be first obtained. Suitable signs shall be erected and if required, a flag person(s) shall be used to direct traffic through the disrupted area as approved by the Municipal District of Lesser Slave River Field Services Director. All flag person(s) must be properly certified. The MD will not supply signs.



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Using Existing Approach Allowance Application

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- 8) No open excavation shall be constructed, nor any material or equipment deposited or stored any closer than six meters of a bridge or earth retaining structure and four meters from the shoulder break of a highway or a toe of side slope, whichever is greater.
- 9) All waste material shall be removed and all disturbed areas shall be leveled and trimmed in an approved manner and reseeded (minimum Canada Certified #1 seed and free of noxious weed seeds) where necessary to restore the Right-of-way to at least as good as original or better condition. The Company shall perform timely weed control on any reseeded area until such a time as the vegetation has recovered to at least as good as the adjacent undisturbed area.
- 10) No brush or debris from clearing operations shall be left, buried or disposed of within the right-of-way. Must follow the standards required by Alberta Environment Protection
- 11) Must search out and not impose any impact on any other utilities and must obtain prior approval from any other agency that has an interest in the area. Alberta One Call must be in place prior to any excavation.
- 12) Director of Field Services in Slave Lake, Alberta 780-849-4888 or his designate shall be contacted at least two full working days prior to construction commencement.
- 13) Upon receipt of sixty (60) days advance written notice from the Municipal District commissioner, or such other time as is mutually agreed to by the parties, the Company shall, at its own expense, relocate equipment within the right-of-way and within thirty (30) meters of the right-of-way including above ground installations, or perform any other Work in connection with the right-of-way as may be required by the Municipality for municipal purposes. However, in cases of emergency, the Municipality may take any measures deemed necessary for public safety with respect to the equipment that may be required in the circumstances as the Municipality shall determine and the Company shall reimburse the Municipality for all related expenses thereby incurred.
- 14) If the company fails to complete the relocation of the Equipment, or fails to repair their Rights-of-way or to perform any other Work required to be done by the Company pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the Municipality it may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative charge of fifteen percent (15%) of such cost.
- 15) The Municipality requires that the appropriate agreement for single and/or multiple trips for hauling on local roads be obtained. This may include a Heavy Haul Agreement, if applicable. The Company is required to follow all conditions set out in this agreement including but not limited to increased maintenance cost and signage and/or hours of operation
- 16) If a route deteriorates where considerable damage may result, the Director of Field Services may implement a weight restriction on roads that are under Municipal jurisdiction.
- 17) Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the Municipal Road Supervisor.



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Using Existing Approach Allowance Application

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- 18) This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations
 - 19) This approval only applies to Municipal District of Lesser Slave roads . The applicant is responsible for any additional approvals for roads not under the M.D's jurisdiction.
 - 20) Approaches shall be constructed as per the latest issue of the Municipal Design Guidelines and Construction Standards Manual and Approach Construction Guidelines Policy E-4
 - 21) Approaches shall be constructed so as to conform to specifications as detailed
 - 22) Only suitable, compactable material is to be used
 - 23) The approach shall intersect at 90 degrees to local municipal road
 - 24) The approach shall be gravel surfaced
 - 25) Sight distance must be a minimum of 30 meters from the approach in each direction
 - 26) Temporary approaches must be removed upon completion of the project
 - 27) The company shall confirm and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations (collectively "Safety Rules"). The Municipality may, on twenty-four (24) hours written notice to the Company, or sooner if in the option of the Municipality the likelihood of harm to persons is imminent, suspend Work performed by or on behalf of the Company on that portion of the Equipment located in, on, under, along or across Rights-of-Way where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.
 - 28) The Company agrees to assume all environmental liability relating to its occupancy and use of Rights-of-Way, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across or around Rights-of-Way which result from:
 - a) The operations of the Company in, on, under, along, across or around the Rights-of-Way; or
 - b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.
 - 29) The Municipality shall not, in connection with this Agreement, be liable for any damage to the Equipment or other property of the Company, or for the injury or death of any officer, employee, agent, contractor, licensee, or invitee of the Company except where caused by the willful misconduct or gross negligence of the Municipality or its employees.
 - 30) The Company hereby indemnifies the Municipality from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Company, its officers, employees, agents,



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contractors, licensees or invitees.

31) The Municipality hereby indemnifies the Company from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

32) Notwithstanding anything contained in this Agreement, the Municipality shall not be liable in any way for the indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment, other property or Rights-of-Way governed hereby.

33) This agreement shall ensure the benefit of and be binding upon parties, their respective heirs, executors and administrators

34) In the event of any assignment of the Agreement by the Company, the Company shall remain jointly and severally liable under this Agreement in all respects with the assignee and the Municipality may require the assignee to enter into its own agreement with the Municipality before the assignment becomes effective.

35) The Company shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the Municipality which consent shall not be arbitrarily withheld. Nothing in this clause shall preclude the Company from including this Agreement and its interests herein in any mortgage, charge or hypothecation for the purpose of financing.

36) In the case of default by either of the parties hereto, in carrying out any of the terms, covenants and provisions of this Agreement, either party may give fifteen (15) days written notice of such default to the other. In the event that the party claimed to be in default does not commence to remedy such default within or at the end of the fifteen (15) day period, the other party may take such reasonable steps that are appropriate and necessary to remedy such default, and the party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.

37) The company shall maintain insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury, including death and for claims from property damage which may arise under this agreement, including but not limited to the construction, maintenance or operation of the Equipment in, on, under, over, along and across the Rights-of-Way or on any act or omission of the Company's employees, agents, contractors or licensees.

a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as the Municipality may require by written notice delivered to the Company, from time to time.

b) The comprehensive general liability insurance shall extend to cover the contractual obligations of the Company as stated within the Agreement, shall list the Municipality as an additional named insured and shall contain a cross-liability clause and no subrogation clause as against the Municipality; and

c) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Municipality by registered mail.



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Using Existing Approach Allowance Application

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New Approach Application

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Application # 11633

Approval has been granted for the following project provided all the Terms, Conditions and Municipal requirements that form this approval are met:

Prime Contractor: TEST OIL COMPANY
Contact Name: FAKE
Email: gail@roadata.com
Phone: 4033149500
Type of Approach: Temporary
Proposed Date: 9/25/2020 12:00:00 AM
Well Type: Oil
AFE Number:
Type of Territory: Unsurveyed
Location: Lsd: 5 Sec: 18 Twp: 72 Rge: 5 Mer: 5 Access Road: 72 - 3
Proximity Concern? No Encroachment Concern? No

Terms and Conditions

- 1) This agreement is valid for the life of the infrastructure, or twelve (12) months from the proposed date, if work has not started re-submission is required
- 2) Should it be necessary to relocate the above noted to accommodate future highway improvements, all such work will be done at no cost whatsoever to the Municipal District of Lesser Slave River.
- 3) It is the developers responsibility to satisfy, in addition to M.D. requirements, all other regulations and conditions that are required by Government authorities pursuant to other acts.
- 4) Work shall be carried out within the right-of-way in accordance with good engineering and construction practices and in accordance with the Canadian Standards Association, Alberta Public Highways Development Act, the National Energy Board Regulations and all other relevant Acts and Standards.
- 5) The company shall not excavate, break up or otherwise breach the surface of any Rights-of-Way or engage in any other work therein for the purpose of constructing, operating, maintaining or removing any of its equipment in, on, over, under, along or across any Rights-of-Way (each of these activities hereinafter collectively called "Work") without first providing plans to the Director of Field Services responsible for overseeing such Work or his designate.
- 6) In the event of an emergency involving the Company's equipment, the Company may perform such Work as is strictly necessary to end the emergency without the prior consent of the Municipality, provided that the Company notifies the Municipality of the occurrence of the Work without delay.
- 7) All reasonable precautions shall be undertaken during construction to protect and safeguard public safety and property owners. This includes barricading, signing and flag persons as required, to protect and safeguard the lives and property of the travelling public and adjacent property owners. At no time shall highway or public roadway be closed to traffic. Where normal traffic patterns are to be interrupted due to ditching or other operations, prior approval must be first obtained. Suitable signs shall be erected and if required, a flag person(s) shall be used to direct traffic through the disrupted area as approved by the Municipal District of Lesser Slave River Field Services Director. All flag person(s) must be properly certified. The MD will not supply signs.
- 8) No open excavation shall be constructed, nor any material or equipment deposited or stored any closer than six



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New Approach Application

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meters of a bridge or earth retaining structure and four meters from the shoulder break of a highway or a toe of side slope, whichever is greater.

- 9) All waste material shall be removed and all disturbed areas shall be leveled and trimmed in an approved manner and reseeded (minimum Canada Certified #1 seed and free of noxious weed seeds) where necessary to restore the Right-of-way to at least as good as original or better condition. The Company shall perform timely weed control on any reseeded area until such a time as the vegetation has recovered to at least as good as the adjacent undisturbed area.
- 10) No brush or debris from clearing operations shall be left, buried or disposed of within the right-of-way. Must follow the standards required by Alberta Environment Protection
- 11) Must search out and not impose any impact on any other utilities and must obtain prior approval from any other agency that has an interest in the area. Alberta One Call must be in place prior to any excavation.
- 12) Director of Field Services in Slave Lake, Alberta 780-849-4888 or his designate shall be contacted at least two full working days prior to construction commencement.
- 13) Upon receipt of sixty (60) days advance written notice from the Municipal District commissioner, or such other time as is mutually agreed to by the parties, the Company shall, at its own expense, relocate equipment within the right-of-way and within thirty (30) meters of the right-of-way including above ground installations, or perform any other Work in connection with the right-of-way as may be required by the Municipality for municipal purposes. However, in cases of emergency, the Municipality may take any measures deemed necessary for public safety with respect to the equipment that may be required in the circumstances as the Municipality shall determine and the Company shall reimburse the Municipality for all related expenses thereby incurred.
- 14) If the company fails to complete the relocation of the Equipment, or fails to repair their Rights-of-way or to perform any other Work required to be done by the Company pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the Municipality it may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative charge of fifteen percent (15%) of such cost.
- 15) The Municipality requires that the appropriate agreement for single and/or multiple trips for hauling on local roads be obtained. This may include a Heavy Haul Agreement, if applicable. The Company is required to follow all conditions set out in this agreement including but not limited to increased maintenance cost and signage and/or hours of operation
- 16) If a route deteriorates where considerable damage may result, the Director of Field Services may implement a weight restriction on roads that are under Municipal jurisdiction.
- 17) The Contractor must erect suitable signs and devices as per Canadian Uniform Traffic Control Devices Guidelines, so as to ensure the safe use of the roads. They shall be installed at such places and in such a manner as directed by the Municipality or its agents.
- 18) Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the



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Municipal Road Supervisor.

- 19) This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations
- 20) This approval only applies to Municipal District of Lesser Slave roads . The applicant is responsible for any additional approvals for roads not under the M.D's jurisdiction.
- 21) Approaches shall be constructed as per the latest issue of the Municipal Design Guidelines and Construction Standards Manual and Approach Construction Guidelines Policy E-4
- 22) Approaches shall be constructed so as to conform to specifications as detailed
- 23) Only suitable, compactable material is to be used
- 24) The approach shall intersect at 90 degrees to local municipal road
- 25) The approach shall be gravel surfaced
- 26) Sight distance must be a minimum of 30 meters from the approach in each direction
- 27) Temporary approaches must be removed upon completion of the project
- 28) The Company further agrees, at its own expense, to locate, expose and to do such other things as it may be required by government legislation to permit the Municipality to undertake works over or in proximity to a crossing and pipeline. The company agrees to locate by hydro-vac the Municipality owned utility with the least possible exposure to maintain structural integrity and support of said utility.
- 29) Nothing contained in this agreement shall be deemed to limit or in any manner prohibit the Municipality from fully using and enjoying any portions of said road allowance where crossings have been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the Company is strictly limited to the rights expressly granted herein to the said Company.
- 30) The Company agrees to provide the Municipality with necessary approvals and consents that may be required under the provincial or federal legislation to allow for the construction or maintenance of municipal works that may be located in close proximity to the pipeline or other works.
- 31) The Company agrees that once the utility is located that it be measured for depth and back filled immediately with a minimum of 0.5 metre depth granular, clean, dry sand and thereafter dry fill material to ground level in order to prevent frost penetration, if applicable.
- 32) The Company agrees to hydro-vac a viewing spot to visually confirm that the directional bore is not less than 1 metre away from the extreme width of the reamer and at least 1 metre away from previous excavation. This will be back filled as soon as possible to prevent frost penetration, if applicable.
- 33) The company shall confirm and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices



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or appliances and any applicable traffic laws or regulations (collectively "Safety Rules"). The Municipality may, on twenty-four (24) hours written notice to the Company, or sooner if in the option of the Municipality the likelihood of harm to persons is imminent, suspend Work performed by or on behalf of the Company on that portion of the Equipment located in, on, under, along or across Rights-of-Way where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.

34) The Company agrees to assume all environmental liability relating to its occupancy and use of Rights-of-Way, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across or around Rights-of-Way which result from:

- a) The operations of the Company in, on, under, along, across or around the Rights-of-Way; or
- b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.

35) The Municipality shall not, in connection with this Agreement, be liable for any damage to the Equipment or other property of the Company, or for the injury or death of any officer, employee, agent, contractor, licensee, or invitee of the Company except where caused by the willful misconduct or gross negligence of the Municipality or its employees.

36) The Company hereby indemnifies the Municipality from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Company, its officers, employees, agents, contractors, licensees or invitees.

37) The Municipality hereby indemnifies the Company from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

38) Notwithstanding anything contained in this Agreement, the Municipality shall not be liable in any way for the indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment, other property or Rights-of-Way governed hereby.

39) This agreement shall ensure the benefit of and be binding upon parties, their respective heirs, executors and administrators

40) In the event of any assignment of the Agreement by the Company, the Company shall remain jointly and severally liable under this Agreement in all respects with the assignee and the Municipality may require the assignee to enter into its own agreement with with the Municipality before the assignment becomes effective.

41) The Company shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the Municipality which consent shall not be arbitrarily withheld. Nothing in this clause shall preclude the Company from including this Agreement and its interests herein in any mortgage, charge or hypothecation for the purpose of financing.

42) In the case of default by either of the parties hereto, in carrying out any of the terms, covenants and provisions of



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New Approach Application

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this Agreement, either party may give fifteen (15) days written notice of such default to the other. In the event that the party claimed to be in default does not commence to remedy such default within or at the end of the fifteen (15) day period, the other party may take such reasonable steps that are appropriate and necessary to remedy such default, and the party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.

43) The company shall maintain insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury, including death and for claims from property damage which may arise under this agreement, including but not limited to the construction, maintenance or operation of the Equipment in, on, under, over, along and across the Rights-of-Way or on any act or omission of the Company's employees, agents, contractors or licensees.

a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as the Municipality may require by written notice delivered to the Company, from time to time.

b) The comprehensive general liability insurance shall extend to cover the contractual obligations of the Company as stated within the Agreement, shall list the Municipality as an additional named insured and shall contain a cross-liability clause and no subrogation clause as against the Municipality: and

c) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Municipality by registered mail.



M.D. of Lesser Slave River

Riser Site Allowance Application

Printed: 9/30/2020 5:13:46 PM

Application # 11738

Approval has been granted for the following project provided all the Terms, Conditions and Municipal requirements that form this approval are met:

Prime Contractor: TEST OIL COMPANY
Contact Name: FAKE
Email: gail@roadata.com
Phone: 4033149500
Type of Approach:
Proposed Date: 10/8/2020 12:00:00 AM
AFE Number:
Type of Territory: Unsurveyed
Location: Lsd: 5 Sec: 18 Twp: 72 Rge: 5 Mer: 5 Access Road: 0 - 0
Proximity Concern? No Encroachment Concern? No

Terms and Conditions

- 1) This agreement is valid for the life of the infrastructure, or twelve (12) months from the proposed date, if work has not started re-submission is required
- 2) Should it be necessary to relocate the above noted to accommodate future highway improvements, all such work will be done at no cost whatsoever to the Municipal District of Lesser Slave River.
- 3) It is the developers responsibility to satisfy, in addition to M.D. requirements, all other regulations and conditions that are required by Government authorities pursuant to other acts.
- 4) Work shall be carried out within the right-of-way in accordance with good engineering and construction practices and in accordance with the Canadian Standards Association, Alberta Public Highways Development Act, the National Energy Board Regulations and all other relevant Acts and Standards.
- 5) The company shall not excavate, break up or otherwise breach the surface of any Rights-of-Way or engage in any other work therein for the purpose of constructing, operating, maintaining or removing any of its equipment in, on, over, under, along or across any Rights-of-Way (each of these activities hereinafter collectively called "Work") without first providing plans to the Director of Field Services responsible for overseeing such Work or his designate.
- 6) In the event of an emergency involving the Company's equipment, the Company may perform such Work as is strictly necessary to end the emergency without the prior consent of the Municipality, provided that the Company notifies the Municipality of the occurrence of the Work without delay.
- 7) If sections of the proposed development are located within the designated road allowance and cannot be relocated due to topographical restraints and cannot conform to Municipal setback provisions it should be understood that all costs for all necessary adjustments or relocation of the pipeline or related works required to accommodate future future roadway improvements shall be the responsibility of the applicant.
- 8) All reasonable precautions shall be undertaken during construction to protect and safeguard public safety and property owners. This includes barricading, signing and flag persons as required, to protect and safeguard the lives and property of the travelling public and adjacent property owners. At no time shall highway or public roadway be closed to traffic. Where normal traffic patterns are to be interrupted due to ditching or other operations, prior approval



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Riser Site Allowance Application

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must be first obtained. Suitable signs shall be erected and if required, a flag person(s) shall be used to direct traffic through the disrupted area as approved by the Municipal District of Lesser Slave River Field Services Director. All flag person(s) must be properly certified. The MD will not supply signs.

9) All waste material shall be removed and all disturbed areas shall be leveled and trimmed in an approved manner and reseeded (minimum Canada Certified #1 seed and free of noxious weed seeds) where necessary to restore the Right-of-way to at least as good as original or better condition. The Company shall perform timely weed control on any reseeded area until such a time as the vegetation has recovered to at least as good as the adjacent undisturbed area.

10) No brush or debris from clearing operations shall be left, buried or disposed of within the right-of-way. Must follow the standards required by Alberta Environment Protection

11) Must search out and not impose any impact on any other utilities and must obtain prior approval from any other agency that has an interest in the area. Alberta One Call must be in place prior to any excavation.

12) Director of Field Services in Slave Lake, Alberta 780-849-4888 or his designate shall be contacted at least two full working days prior to construction commencement.

13) Upon receipt of sixty (60) days advance written notice from the Municipal District commissioner, or such other time as is mutually agreed to by the parties, the Company shall, at its own expense, relocate equipment within the right-of-way and within thirty (30) meters of the right-of-way including above ground installations, or perform any other Work in connection with the right-of-way as may be required by the Municipality for municipal purposes. However, in cases of emergency, the Municipality may take any measures deemed necessary for public safety with respect to the equipment that may be required in the circumstances as the Municipality shall determine and the Company shall reimburse the Municipality for all related expenses thereby incurred.

14) If the company fails to complete the relocation of the Equipment, or fails to repair their Rights-of-way or to perform any other Work required to be done by the Company pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the Municipality it may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative charge of fifteen percent (15%) of such cost.

15) The Municipality requires that the appropriate agreement for single and/or multiple trips for hauling on local roads be obtained. This may include a Heavy Haul Agreement, if applicable. The Company is required to follow all conditions set out in this agreement including but not limited to increased maintenance cost and signage and/or hours of operation

16) If a route deteriorates where considerable damage may result, the Director of Field Services may implement a weight restriction on roads that are under Municipal jurisdiction.

17) The Contractor must erect suitable signs and devices as per Canadian Uniform Traffic Control Devices Guidelines, so as to ensure the safe use of the roads. They shall be installed at such places and in such a manner as directed by the Municipality or its agents.

18) Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is



M.D. of Lesser Slave River

Riser Site Allowance Application

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expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the Municipal Road Supervisor.

19) This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations

20) This approval only applies to Municipal District of Lesser Slave roads . The applicant is responsible for any additional approvals for roads not under the M.D's jurisdiction.

21) The Company further agrees, at its own expense, to locate, expose and to do such other things as it may be required by government legislation to permit the Municipality to undertake works over or in proximity to a crossing and pipeline. The company agrees to locate by hydro-vac the Municipality owned utility with the least possible exposure to maintain structural integrity and support of said utility.

22) Nothing contained in this agreement shall be deemed to limit or in any manner prohibit the Municipality from fully using and enjoying any portions of said road allowance where crossings have been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the Company is strictly limited to the rights expressly granted herein to the said Company.

23) The Company agrees to provide the Municipality with necessary approvals and consents that may be required under the provincial or federal legislation to allow for the construction or maintenance of municipal works that may be located in close proximity to the pipeline or other works.

24) The Company agrees that once the utility is located that it be measured for depth and back filled immediately with a minimum of 0.5 metre depth granular, clean, dry sand and thereafter dry fill material to ground level in order to prevent frost penetration, if applicable.

25) The Company agrees to hydro-vac a viewing spot to visually confirm that the directional bore is not less than 1 metre away from the extreme width of the reamer and at least 1 metre away from previous excavation. This will be back filled as soon as possible to prevent frost penetration, if applicable.

26) The company shall confirm and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations (collectively "Safety Rules"). The Municipality may, on twenty-four (24) hours written notice to the Company, or sooner if in the option of the Municipality the likelihood of harm to persons is imminent, suspend Work performed by or on behalf of the Company on that portion of the Equipment located in, on, under, along or across Rights-of-Way where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.

27) The Company agrees to assume all environmental liability relating to its occupancy and use of Rights-of-Way, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across or around Rights-of-Way which result from:

- a) The operations of the Company in, on, under, along, across or around the Rights-of-Way; or
- b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.

28) The Municipality shall not, in connection with this Agreement, be liable for any damage to the Equipment or other



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Riser Site Allowance Application

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Application # 11738

property of the Company, or for the injury or death of any officer, employee, agent, contractor, licensee, or invitee of the Company except where caused by the willful misconduct or gross negligence of the Municipality or its employees.

29) The Company hereby indemnifies the Municipality from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Company, its officers, employees, agents, contractors, licensees or invitees.

30) The Municipality hereby indemnifies the Company from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

31) Notwithstanding anything contained in this Agreement, the Municipality shall not be liable in any way for the indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment, other property or Rights-of-Way governed hereby.

32) This agreement shall ensure the benefit of and be binding upon parties, their respective heirs, executors and administrators

33) In the event of any assignment of the Agreement by the Company, the Company shall remain jointly and severally liable under this Agreement in all respects with the assignee and the Municipality may require the assignee to enter into its own agreement with the Municipality before the assignment becomes effective.

34) The Company shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the Municipality which consent shall not be arbitrarily withheld. Nothing in this clause shall preclude the Company from including this Agreement and its interests herein in any mortgage, charge or hypothecation for the purpose of financing.

35) In the case of default by either of the parties hereto, in carrying out any of the terms, covenants and provisions of this Agreement, either party may give fifteen (15) days written notice of such default to the other. In the event that the party claimed to be in default does not commence to remedy such default within or at the end of the fifteen (15) day period, the other party may take such reasonable steps that are appropriate and necessary to remedy such default, and the party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.

36) The company shall maintain insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury, including death and for claims from property damage which may arise under this agreement, including but not limited to the construction, maintenance or operation of the Equipment in, on, under, over, along and across the Rights-of-Way or on any act or omission of the Company's employees, agents, contractors or licensees.

a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as the Municipality may require by written notice delivered to the Company, from time to time.



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b) The comprehensive general liability insurance shall extend to cover the contractual obligations of the Company as stated within the Agreement, shall list the Municipality as an additional named insured and shall contain a cross-liability clause and no subrogation clause as against the Municipality: and

c) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Municipality by registered mail.



M.D. of Lesser Slave River

Road Use Allowance Application

Printed: 9/30/2020 5:14:09 PM

Application # 11739

Approval has been granted for the following project provided all the Terms, Conditions and Municipal requirements that form this approval are met:

Prime Contractor: TEST OIL COMPANY

Proposed Date: 10/8/2020 12:00:00 AM

Contact Name: FAKE

AFE Number:

Email: gail@roadata.com

Phone: 4033149500

Type of Approach:

Type of Territory: Surveyed

Location: Lsd: 7 Sec: 18 Twp: 72 Rge: 5 Mer: 5

Route: Testing the Route field

Proximity Concern? No

Encroachment Concern? No

Terms and Conditions

- 1) This agreement is valid for the life of the infrastructure, or twelve (12) months from the proposed date, if work has not started re-submission is required
- 2) Should it be necessary to relocate the above noted to accommodate future highway improvements, all such work will be done at no cost whatsoever to the Municipal District of Lesser Slave River.
- 3) It is the developers responsibility to satisfy, in addition to M.D. requirements, all other regulations and conditions that are required by Government authorities pursuant to other acts.
- 4) The Municipality requires that the appropriate agreement for single and/or multiple trips for hauling on local roads be obtained. This may include a Heavy Haul Agreement, if applicable. The Company is required to follow all conditions set out in this agreement including but not limited to increased maintenance cost and signage and/or hours of operation
- 5) If a route deteriorates where considerable damage may result, the Director of Field Services may implement a weight restriction on roads that are under Municipal jurisdiction.
- 6) The Contractor must erect suitable signs and devices as per Canadian Uniform Traffic Control Devices Guidelines, so as to ensure the safe use of the roads. They shall be installed at such places and in such a manner as directed by the Municipality or its agents.
- 7) Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the Municipal Road Supervisor.
- 8) This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations
- 9) This approval only applies to Municipal District of Lesser Slave roads . The applicant is responsible for any



M.D. of Lesser Slave River

Road Use Allowance Application

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additional approvals for roads not under the M.D.'s jurisdiction.

10) The company shall confirm and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations (collectively "Safety Rules"). The Municipality may, on twenty-four (24) hours written notice to the Company, or sooner if in the option of the Municipality the likelihood of harm to persons is imminent, suspend Work performed by or on behalf of the Company on that portion of the Equipment located in, on, under, along or across Rights-of-Way where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.

11) The Company agrees to assume all environmental liability relating to its occupancy and use of Rights-of-Way, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across or around Rights-of-Way which result from:

- a) The operations of the Company in, on, under, along, across or around the Rights-of-Way; or
- b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.

12) The Municipality shall not, in connection with this Agreement, be liable for any damage to the Equipment or other property of the Company, or for the injury or death of any officer, employee, agent, contractor, licensee, or invitee of the Company except where caused by the willful misconduct or gross negligence of the Municipality or its employees.

13) The Company hereby indemnifies the Municipality from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Company, its officers, employees, agents, contractors, licensees or invitees.

14) The Municipality hereby indemnifies the Company from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

15) Notwithstanding anything contained in this Agreement, the Municipality shall not be liable in any way for the indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment, other property or Rights-of-Way governed hereby.

16) This agreement shall ensure the benefit of and be binding upon parties, their respective heirs, executors and administrators

17) In the event of any assignment of the Agreement by the Company, the Company shall remain jointly and severally liable under this Agreement in all respects with the assignee and the Municipality may require the assignee to enter into its own agreement with with the Municipality before the assignment becomes effective.

18) The Company shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the Municipality which consent shall not be arbitrarily withheld. Nothing in this clause



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Road Use Allowance Application

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shall preclude the Company from including this Agreement and its interests herein in any mortgage, charge or hypothecation for the purpose of financing.

19) In the case of default by either of the parties hereto, in carrying out any of the terms, covenants and provisions of this Agreement, either party may give fifteen (15) days written notice of such default to the other. In the event that the party claimed to be in default does not commence to remedy such default within or at the end of the fifteen (15) day period, the other party may take such reasonable steps that are appropriate and necessary to remedy such default, and the party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.

20) The company shall maintain insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury, including death and for claims from property damage which may arise under this agreement, including but not limited to the construction, maintenance or operation of the Equipment in, on, under, over, along and across the Rights-of-Way or on any act or omission of the Company's employees, agents, contractors or licensees.

a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as the Municipality may require by written notice delivered to the Company, from time to time.

b) The comprehensive general liability insurance shall extend to cover the contractual obligations of the Company as stated within the Agreement, shall list the Municipality as an additional named insured and shall contain a cross-liability clause and no subrogation clause as against the Municipality: and

c) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Municipality by registered mail.



M.D. of Lesser Slave River

Access Road Allowance Application

Printed: 9/30/2020 5:13:23 PM

Application # 11737

Approval has been granted for the following project provided all the Terms, Conditions and Municipal requirements that form this approval are met:

Prime Contractor: TEST OIL COMPANY

Proposed Date: 10/7/2020 12:00:00 AM

Contact Name: FAKE

AFE Number:

Email: gail@roadata.com

Phone: 4033149500

Type of Approach:

Type of Territory: Surveyed

Location: Lsd: 5 Sec: 18 Twp: 72 Rge: 5 Mer: 5 Access Road: 0 - 0

Proximity Concern? No

Encroachment Concern? No

Terms and Conditions

- 1) This agreement is valid for the life of the infrastructure, or twelve (12) months from the proposed date, if work has not started re-submission is required
- 2) Should it be necessary to relocate the above noted to accommodate future highway improvements, all such work will be done at no cost whatsoever to the Municipal District of Lesser Slave River.
- 3) It is the developers responsibility to satisfy, in addition to M.D. requirements, all other regulations and conditions that are required by Government authorities pursuant to other acts.
- 4) Work shall be carried out within the right-of-way in accordance with good engineering and construction practices and in accordance with the Canadian Standards Association, Alberta Public Highways Development Act, the National Energy Board Regulations and all other relevant Acts and Standards.
- 5) The company shall not excavate, break up or otherwise breach the surface of any Rights-of-Way or engage in any other work therein for the purpose of constructing, operating, maintaining or removing any of its equipment in, on, over, under, along or across any Rights-of-Way (each of these activities hereinafter collectively called "Work") without first providing plans to the Director of Field Services responsible for overseeing such Work or his designate.
- 6) In the event of an emergency involving the Company's equipment, the Company may perform such Work as is strictly necessary to end the emergency without the prior consent of the Municipality, provided that the Company notifies the Municipality of the occurrence of the Work without delay.
- 7) If sections of the proposed development are located within the designated road allowance and cannot be relocated due to topographical restraints and cannot conform to Municipal setback provisions it should be understood that all costs for all necessary adjustments or relocation of the pipeline or related works required to accommodate future future roadway improvements shall be the responsibility of the applicant.
- 8) All reasonable precautions shall be undertaken during construction to protect and safeguard public safety and property owners. This includes barricading, signing and flag persons as required, to protect and safeguard the lives and property of the travelling public and adjacent property owners. At no time shall highway or public roadway be closed to traffic. Where normal traffic patterns are to be interrupted due to ditching or other operations, prior approval



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Access Road Allowance Application

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must be first obtained. Suitable signs shall be erected and if required, a flag person(s) shall be used to direct traffic through the disrupted area as approved by the Municipal District of Lesser Slave River Field Services Director. All flag person(s) must be properly certified. The MD will not supply signs.

9) No open excavation shall be constructed, nor any material or equipment deposited or stored any closer than six meters of a bridge or earth retaining structure and four meters from the shoulder break of a highway or a toe of side slope, whichever is greater.

10) All waste material shall be removed and all disturbed areas shall be leveled and trimmed in an approved manner and reseeded (minimum Canada Certified #1 seed and free of noxious weed seeds) where necessary to restore the Right-of-way to at least as good as original or better condition. The Company shall perform timely weed control on any reseeded area until such a time as the vegetation has recovered to at least as good as the adjacent undisturbed area.

11) No brush or debris from clearing operations shall be left, buried or disposed of within the right-of-way. Must follow the standards required by Alberta Environment Protection

12) Must search out and not impose any impact on any other utilities and must obtain prior approval from any other agency that has an interest in the area. Alberta One Call must be in place prior to any excavation.

13) Director of Field Services in Slave Lake, Alberta 780-849-4888 or his designate shall be contacted at least two full working days prior to construction commencement.

14) Upon receipt of sixty (60) days advance written notice from the Municipal District commissioner, or such other time as is mutually agreed to by the parties, the Company shall, at its own expense, relocate equipment within the right-of-way and within thirty (30) meters of the right-of-way including above ground installations, or perform any other Work in connection with the right-of-way as may be required by the Municipality for municipal purposes. However, in cases of emergency, the Municipality may take any measures deemed necessary for public safety with respect to the equipment that may be required in the circumstances as the Municipality shall determine and the Company shall reimburse the Municipality for all related expenses thereby incurred.

15) If the company fails to complete the relocation of the Equipment, or fails to repair their Rights-of-way or to perform any other Work required to be done by the Company pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the Municipality it may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative charge of fifteen percent (15%) of such cost.

16) The Municipality requires that the appropriate agreement for single and/or multiple trips for hauling on local roads be obtained. This may include a Heavy Haul Agreement, if applicable. The Company is required to follow all conditions set out in this agreement including but not limited to increased maintenance cost and signage and/or hours of operation

17) If a route deteriorates where considerable damage may result, the Director of Field Services may implement a weight restriction on roads that are under Municipal jurisdiction.

18) Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is



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expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the Municipal Road Supervisor.

- 19) This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations
- 20) This approval only applies to Municipal District of Lesser Slave roads . The applicant is responsible for any additional approvals for roads not under the M.D's jurisdiction.
- 21) Whenever possible it is encouraged that when road construction is required that it be carried out on theoretical or undeveloped road allowances.
- 22) Road construction shall be to a minimum M.D. standard Class 5 - Farm Machinery Road as per the latest addition of the Municipal Design Guidelines and Construction Standards
- 23) Drainage ditches are to be constructed with erosion protection where required
- 24) All centerline culverts, if required, shall be installed to accommodate the maximum anticipated flows, but shall not be less than 500mm in diameter.
- 25) Culverts shall be installed to provide a minimum depth cover of 300mm or one half the diameter of the pipe, whichever is greater, as measured from the finished shoulder grade of the roadway to the top of the pipe.
- 26) Gravel surfacing shall be placed if applicable
- 27) Undercut is required in any area where embankment construction is less than 0.6m high
- 28) Minimum wall thickness of all culverts shall be 1.6mm or as required by the loading criteria
- 29) The company shall confirm and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations (collectively "Safety Rules"). The Municipality may, on twenty-four (24) hours written notice to the Company, or sooner if in the option of the Municipality the likelihood of harm to persons is imminent, suspend Work performed by or on behalf of the Company on that portion of the Equipment located in, on, under, along or across Rights-of-Way where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.
- 30) The Company agrees to assume all environmental liability relating to its occupancy and use of Rights-of-Way, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across or around Rights-of-Way which result from:
 - a) The operations of the Company in, on, under, along, across or around the Rights-of-Way; or
 - b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.
- 31) The Municipality shall not, in connection with this Agreement, be liable for any damage to the Equipment or other property of the Company, or for the injury or death of any officer, employee, agent, contractor, licensee, or invitee of



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Access Road Allowance Application

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the Company except where caused by the willful misconduct or gross negligence of the Municipality or its employees.

32) The Company hereby indemnifies the Municipality from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Company, its officers, employees, agents, contractors, licensees or invitees.

33) The Municipality hereby indemnifies the Company from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

34) Notwithstanding anything contained in this Agreement, the Municipality shall not be liable in any way for the indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment, other property or Rights-of-Way governed hereby.

35) This agreement shall ensure the benefit of and be binding upon parties, their respective heirs, executors and administrators

36) In the event of any assignment of the Agreement by the Company, the Company shall remain jointly and severally liable under this Agreement in all respects with the assignee and the Municipality may require the assignee to enter into its own agreement with the Municipality before the assignment becomes effective.

37) The Company shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the Municipality which consent shall not be arbitrarily withheld. Nothing in this clause shall preclude the Company from including this Agreement and its interests herein in any mortgage, charge or hypothecation for the purpose of financing.

38) In the case of default by either of the parties hereto, in carrying out any of the terms, covenants and provisions of this Agreement, either party may give fifteen (15) days written notice of such default to the other. In the event that the party claimed to be in default does not commence to remedy such default within or at the end of the fifteen (15) day period, the other party may take such reasonable steps that are appropriate and necessary to remedy such default, and the party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.

39) The company shall maintain insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury, including death and for claims from property damage which may arise under this agreement, including but not limited to the construction, maintenance or operation of the Equipment in, on, under, over, along and across the Rights-of-Way or on any act or omission of the Company's employees, agents, contractors or licensees.

a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as the Municipality may require by written notice delivered to the Company, from time to time.

b) The comprehensive general liability insurance shall extend to cover the contractual obligations of the Company as



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stated within the Agreement, shall list the Municipality as an additional named insured and shall contain a cross-liability clause and no subrogation clause as against the Municipality: and

c) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Municipality by registered mail.



M.D. of Lesser Slave River

Pipeline Crossing Agreement for Existing Road Allowance Application

Printed: 9/30/2020 5:14:27 PM

Application # 11740

Approval has been granted for the following project provided all the Terms, Conditions and Municipal requirements that form this approval are met:

Prime Contractor: TEST OIL COMPANY
Contact Name: FAKE
Email: gail@roadata.com
Phone: 4033149500
Type of Approach:
Proposed Date: 10/5/2020 12:00:00 AM
Well Type: Oil
AFE Number:
Type of Territory: Surveyed

Proximity Concern? No Encroachment Concern? No

Pipeline Crossing(s)

<u>Starting LSD</u>	<u>Ending LSD</u>	<u>Crossing Road</u>
LSD: 7 Sec: 18 Twp: 72 Rge: 5 Mer: 5	LSD: 8 Sec: 18 Twp: 72 Rge: 5 Mer: 5	Range 5-5a

Terms and Conditions

- 1) This agreement is valid for the life of the infrastructure, or twelve (12) months from the proposed date, if work has not started re-submission is required
- 2) Should it be necessary to relocate the above noted to accommodate future highway improvements, all such work will be done at no cost whatsoever to the Municipal District of Lesser Slave River.
- 3) It is the developers responsibility to satisfy, in addition to M.D. requirements, all other regulations and conditions that are required by Government authorities pursuant to other acts.
- 4) Work shall be carried out within the right-of-way in accordance with good engineering and construction practices and in accordance with the Canadian Standards Association, Alberta Public Highways Development Act, the National Energy Board Regulations and all other relevant Acts and Standards.
- 5) Construction of the pipeline crossings(s) are to be in accordance with the MD approved plan(s) and specifications and any amendments noted thereto and the terms and conditions as covered by the Alberta Transportation Utility Guidance Manual, Program Management Branch, Alberta Transportation, 4999-98 avenue, 1st Floor Twin Atria Building, Edmonton Alberta T6B 2X3
- 6) The company shall not excavate, break up or otherwise breach the surface of any Rights-of-Way or engage in any other work therein for the purpose of constructing, operating, maintaining or removing any of its equipment in, on, over, under, along or across any Rights-of-Way (each of these activities hereinafter collectively called "Work") without first providing plans to the Director of Field Services responsible for overseeing such Work or his designate.
- 7) In the event of an emergency involving the Company's equipment, the Company may perform such Work as is



M.D. of Lesser Slave River

Pipeline Crossing Agreement for Existing Road Allowance Application

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strictly necessary to end the emergency without the prior consent of the Municipality, provided that the Company notifies the Municipality of the occurrence of the Work without delay.

8) If sections of the proposed development are located within the designated road allowance and cannot be relocated due to topographical restraints and cannot conform to Municipal setback provisions it should be understood that all costs for all necessary adjustments or relocation of the pipeline or related works required to accommodate future future roadway improvements shall be the responsibility of the applicant.

9) A pipeline paralleling a road allowance should be located a minimum of 30 metres from the boundary of the road allowance including any designated future road allowance widening. If the pipeline parallels the road allowance at a distance of less than 30 metres the Company shall be responsible for any and all relocation costs that may be required to accommodate municipal works.

10) If future highway work necessitates any adjustment to the pipeline, the pipeline owner shall be responsible for the adjustment and its cost. Such adjustments shall be made in a timely manner so as not to delay the highway work.

11) All reasonable precautions shall be undertaken during construction to protect and safeguard public safety and property owners. This includes barricading, signing and flag persons as required, to protect and safeguard the lives and property of the travelling public and adjacent property owners. At no time shall highway or public roadway be closed to traffic. Where normal traffic patterns are to be interrupted due to ditching or other operations, prior approval must be first obtained. Suitable signs shall be erected and if required, a flag person(s) shall be used to direct traffic through the disrupted area as approved by the Municipal District of Lesser Slave River Field Services Director. All flag person(s) must be properly certified. The MD will not supply signs.

12) Cased crossing shall be constructed in adherence to the latest edition of the CSA Standards for oil and gas lines respectively (except where legislation establishes a stricter standard, in which case the stricter standard applies). The casing shall be continuous, extend 30m (115m for future freeways) from the centre line of existing roadway and shall be designed to be of an equal or greater life span than the carrier pipe. Casing shall be fitted into a bored or augured hole of such a diameter as to provide a snug fit for casing. Uncased heavy wall steel pipe meeting CSA Standards shall be accepted in lieu of cased crossing.

13) No horizontal or vertical bend is allowed within 115m from the highway centre line of existing roadway

14) A minimum of 2 metres of cover over the lowest area of the roadway (bottom of ditch) shall be used over the pipe located within the right-of-way or as otherwise noted.

15) Minimum depth of cover over the pipeline outside the right-of-way and within 115m of the highway center line of existing roadway shall be 1.5 meters below the lowest point in the cross-section.

16) The pipeline shall be placed with a maximum gradient of 1 in 120

17) The Company shall install and maintain suitable markers indication the location of the pipeline in the crossing area, if required by provincial or federal legislation. as well pipeline warning signs shall be posted on each right-of-way boundary



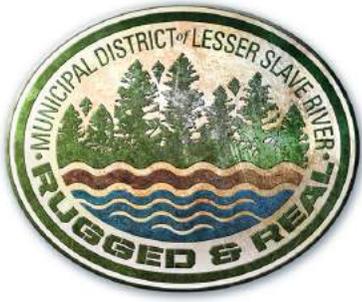
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- 18) All vents shall be placed within 0.3 meters onto the existing right-of-way.
- 19) Where cathodic protection is planned, the test leads shall be outside of the outer boundaries of the right-of-way of the highway or road. The pipeline operator shall ensure that the pipeline cathodic protection system does not damage in place highway structures and shall be responsible for any mitigation measures which are required or which may become required.
- 20) No pipeline shall be attached to a bridge or structure without the written consent from the Municipal District of Lesser Slave River Field Services Director.
- 21) A pipeline shall not run through a culvert or drainage structure
- 22) No open excavation shall be constructed, nor any material or equipment deposited or stored any closer than six meters of a bridge or earth retaining structure and four meters from the shoulder break of a highway or a toe of side slope, whichever is greater.
- 23) No cables of any kind shall be placed within the casing of any pipeline.
- 24) Construction of the crossing is to be undertaken by boring or push pipe method with no disturbance to highway grade. Closed boring method shall be used in non-cohesive soil conditions. The bore size for heavy wall pipe shall be no more than one pipe size larger than the installed pipe. If the bore is larger than one pipe size, a casing pipe the size of the bore shall be installed.
- 25) The backfilling of all trenches within the right-of-way shall be undertaken immediately after the installation has been placed and passed any necessary inspections. Backfill material shall be thoroughly compacted with mechanical compactors and the owner of the pipeline will be held responsible for any settling in backfill for a period of three (3) years after the completion of the work. As soon as is reasonably possible after the completion of any work, restore the Crossing Area as closely as is possible to the condition in which it existed immediately prior to the work. If within ninety (90) days subsequent to notifying the Company that the restoration of the Crossing Area is inadequate given reasonable cause for such inadequacy, the Municipality may take reasonable measures to complete the required restoration, the cost of such restoration to be borne by the Company.
- 26) All waste material shall be removed and all disturbed areas shall be leveled and trimmed in an approved manner and reseeded (minimum Canada Certified #1 seed and free of noxious weed seeds) where necessary to restore the Right-of-way to at least as good as original or better condition. The Company shall perform timely weed control on any reseeded area until such a time as the vegetation has recovered to at least as good as the adjacent undisturbed area.
- 27) No brush or debris from clearing operations shall be left, buried or disposed of within the right-of-way. Must follow the standards required by Alberta Environment Protection
- 28) The Company, upon completion of the crossing, must sign the crossing indicating the company, contact information and facility type. Signing shall be placed at both limits of the Highway right-of-way and be visible from the roadway.



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- 29) Must search out and not impose any impact on any other utilities and must obtain prior approval from any other agency that has an interest in the area. Alberta One Call must be in place prior to any excavation.
- 30) Director of Field Services in Slave Lake, Alberta 780-849-4888 or his designate shall be contacted at least two full working days prior to construction commencement.
- 31) Upon receipt of sixty (60) days advance written notice from the Municipal District commissioner, or such other time as is mutually agreed to by the parties, the Company shall, at its own expense, relocate equipment within the right-of-way and within thirty (30) meters of the right-of-way including above ground installations, or perform any other Work in connection with the right-of-way as may be required by the Municipality for municipal purposes. However, in cases of emergency, the Municipality may take any measures deemed necessary for public safety with respect to the equipment that may be required in the circumstances as the Municipality shall determine and the Company shall reimburse the Municipality for all related expenses thereby incurred.
- 32) If the company fails to complete the relocation of the Equipment, or fails to repair their Rights-of-way or to perform any other Work required to be done by the Company pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the Municipality it may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative charge of fifteen percent (15%) of such cost.
- 33) The Municipality requires that the appropriate agreement for single and/or multiple trips for hauling on local roads be obtained. This may include a Heavy Haul Agreement, if applicable. The Company is required to follow all conditions set out in this agreement including but not limited to increased maintenance cost and signage and/or hours of operation
- 34) If a route deteriorates where considerable damage may result, the Director of Field Services may implement a weight restriction on roads that are under Municipal jurisdiction.
- 35) The Contractor must erect suitable signs and devices as per Canadian Uniform Traffic Control Devices Guidelines, so as to ensure the safe use of the roads. They shall be installed at such places and in such a manner as directed by the Municipality or its agents.
- 36) Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the Municipal Road Supervisor.
- 37) This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations
- 38) This approval only applies to Municipal District of Lesser Slave roads . The applicant is responsible for any additional approvals for roads not under the M.D.'s jurisdiction.
- 39) The Company further agrees, at its own expense, to locate, expose and to do such other things as it may be required by government legislation to permit the Municipality to undertake works over or in proximity to a crossing



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and pipeline. The company agrees to locate by hydro-vac the Municipality owned utility with the least possible exposure to maintain structural integrity and support of said utility.

40) Nothing contained in this agreement shall be deemed to limit or in any manner prohibit the Municipality from fully using and enjoying any portions of said road allowance where crossings have been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the Company is strictly limited to the rights expressly granted herein to the said Company.

41) The Company agrees to provide the Municipality with necessary approvals and consents that may be required under the provincial or federal legislation to allow for the construction or maintenance of municipal works that may be located in close proximity to the pipeline or other works.

42) The Company agrees that once the utility is located that it be measured for depth and back filled immediately with a minimum of 0.5 metre depth granular, clean, dry sand and thereafter dry fill material to ground level in order to prevent frost penetration, if applicable.

43) The Company agrees to hydro-vac a viewing spot to visually confirm that the directional bore is not less than 1 metre away from the extreme width of the reamer and at least 1 metre away from previous excavation. This will be back filled as soon as possible to prevent frost penetration, if applicable.

44) The company shall confirm and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations (collectively "Safety Rules"). The Municipality may, on twenty-four (24) hours written notice to the Company, or sooner if in the option of the Municipality the likelihood of harm to persons is imminent, suspend Work performed by or on behalf of the Company on that portion of the Equipment located in, on, under, along or across Rights-of-Way where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.

45) The Company agrees to assume all environmental liability relating to its occupancy and use of Rights-of-Way, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across or around Rights-of-Way which result from:

- a) The operations of the Company in, on, under, along, across or around the Rights-of-Way; or
- b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.

46) The Municipality shall not, in connection with this Agreement, be liable for any damage to the Equipment or other property of the Company, or for the injury or death of any officer, employee, agent, contractor, licensee, or invitee of the Company except where caused by the willful misconduct or gross negligence of the Municipality or its employees.

47) The Company hereby indemnifies the Municipality from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Company, its officers, employees, agents,



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contractors, licensees or invitees.

48) The Municipality hereby indemnifies the Company from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

49) Notwithstanding anything contained in this Agreement, the Municipality shall not be liable in any way for the indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment, other property or Rights-of-Way governed hereby.

50) This agreement shall ensure the benefit of and be binding upon parties, their respective heirs, executors and administrators

51) In the event of any assignment of the Agreement by the Company, the Company shall remain jointly and severally liable under this Agreement in all respects with the assignee and the Municipality may require the assignee to enter into its own agreement with the Municipality before the assignment becomes effective.

52) The Company shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the Municipality which consent shall not be arbitrarily withheld. Nothing in this clause shall preclude the Company from including this Agreement and its interests herein in any mortgage, charge or hypothecation for the purpose of financing.

53) In the case of default by either of the parties hereto, in carrying out any of the terms, covenants and provisions of this Agreement, either party may give fifteen (15) days written notice of such default to the other. In the event that the party claimed to be in default does not commence to remedy such default within or at the end of the fifteen (15) day period, the other party may take such reasonable steps that are appropriate and necessary to remedy such default, and the party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.

54) The company shall maintain insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury, including death and for claims from property damage which may arise under this agreement, including but not limited to the construction, maintenance or operation of the Equipment in, on, under, over, along and across the Rights-of-Way or on any act or omission of the Company's employees, agents, contractors or licensees.

a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as the Municipality may require by written notice delivered to the Company, from time to time.

b) The comprehensive general liability insurance shall extend to cover the contractual obligations of the Company as stated within the Agreement, shall list the Municipality as an additional named insured and shall contain a cross-liability clause and no subrogation clause as against the Municipality: and



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c) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Municipality by registered mail.



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Approval has been granted for the following project provided all the Terms, Conditions and Municipal requirements that form this approval are met:

Prime Contractor:	TEST OIL COMPANY	Proposed Date:	10/10/2020 12:00:00 AM
Contact Name:	FAKE	Well Type:	Gas - Deep
Email:	gail@roadata.com	AFE Number:	
Phone:	4033149500		
Type of Approach:		Type of Territory:	Unsurveyed

Proximity Concern? No

Encroachment Concern? No

Pipeline Crossing(s)

Starting LSD

Ending LSD

Crossing Road *

LSD: 1 Sec: 18 Twp: 72 Rge: 5 Mer: 5 LSD: 4 Sec: 17 Twp: 72 Rge: 5 Mer: 5 Range 5-5

* The road listed under "Crossing Road" denotes the municipal road number if the road were to be developed at some point in the future

Terms and Conditions

- 1) This agreement is valid for the life of the infrastructure, or twelve (12) months from the proposed date, if work has not started re-submission is required
- 2) Should it be necessary to relocate the above noted to accommodate future highway improvements, all such work will be done at no cost whatsoever to the Municipal District of Lesser Slave River.
- 3) It is the developers responsibility to satisfy, in addition to M.D. requirements, all other regulations and conditions that are required by Government authorities pursuant to other acts.
- 4) Work shall be carried out within the right-of-way in accordance with good engineering and construction practices and in accordance with the Canadian Standards Association, Alberta Public Highways Development Act, the National Energy Board Regulations and all other relevant Acts and Standards.
- 5) Construction of the pipeline crossings(s) are to be in accordance with the MD approved plan(s) and specifications and any amendments noted thereto and the terms and conditions as covered by the Alberta Transportation Utility Guidance Manual, Program Management Branch, Alberta Transportation, 4999-98 avenue, 1st Floor Twin Atria Building, Edmonton Alberta T6B 2X3
- 6) The company shall not excavate, break up or otherwise breach the surface of any Rights-of-Way or engage in any other work therein for the purpose of constructing, operating, maintaining or removing any of its equipment in, on, over, under, along or across any Rights-of-Way (each of these activities hereinafter collectively called "Work") without



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first providing plans to the Director of Field Services responsible for overseeing such Work or his designate.

- 7) In the event of an emergency involving the Company's equipment, the Company may perform such Work as is strictly necessary to end the emergency without the prior consent of the Municipality, provided that the Company notifies the Municipality of the occurrence of the Work without delay.
- 8) If sections of the proposed development are located within the designated road allowance and cannot be relocated due to topographical restraints and cannot conform to Municipal setback provisions it should be understood that all costs for all necessary adjustments or relocation of the pipeline or related works required to accommodate future future roadway improvements shall be the responsibility of the applicant.
- 9) A pipeline paralleling a road allowance should be located a minimum of 30 metres from the boundary of the road allowance including any designated future road allowance widening. If the pipeline parallels the road allowance at a distance of less than 30 metres the Company shall be responsible for any and all relocation costs that may be required to accommodate municipal works.
- 10) If future highway work necessitates any adjustment to the pipeline, the pipeline owner shall be responsible for the adjustment and its cost. Such adjustments shall be made in a timely manner so as not to delay the highway work.
- 11) All reasonable precautions shall be undertaken during construction to protect and safeguard public safety and property owners. This includes barricading, signing and flag persons as required, to protect and safeguard the lives and property of the travelling public and adjacent property owners. At no time shall highway or public roadway be closed to traffic. Where normal traffic patterns are to be interrupted due to ditching or other operations, prior approval must be first obtained. Suitable signs shall be erected and if required, a flag person(s) shall be used to direct traffic through the disrupted area as approved by the Municipal District of Lesser Slave River Field Services Director. All flag person(s) must be properly certified. The MD will not supply signs.
- 12) Cased crossing shall be constructed in adherence to the latest edition of the CSA Standards for oil and gas lines respectively (except where legislation establishes a stricter standard, in which case the stricter standard applies). The casing shall be continuous, extend 30m (115m for future freeways) from the centre line of existing roadway and shall be designed to be of an equal or greater life span than the carrier pipe. Casing shall be fitted into a bored or augured hole of such a diameter as to provide a snug fit for casing. Uncased heavy wall steel pipe meeting CSA Standards shall be accepted in lieu of cased crossing.
- 13) No horizontal or vertical bend is allowed within 115m from the highway centre line of existing roadway
- 14) A minimum of 2 metres of cover over the lowest area of the roadway (bottom of ditch) shall be used over the pipe located within the right-of-way or as otherwise noted.
- 15) Minimum depth of cover over the pipeline outside the right-of-way and within 115m of the highway center line of existing roadway shall be 1.5 meters below the lowest point in the cross-section.
- 16) The pipeline shall be placed with a maximum gradient of 1 in 120
- 17) The Company shall install and maintain suitable markers indication the location of the pipeline in the crossing



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area, if required by provincial or federal legislation. as well pipeline warning signs shall be posted on each right-of-way boundary

- 18) All vents shall be placed within 0.3 meters onto the existing right-of-way.
- 19) Where cathodic protection is planned, the test leads shall be outside of the outer boundaries of the right-of-way of the highway or road. The pipeline operator shall ensure that the pipeline cathodic protection system does not damage in place highway structures and shall be responsible for any mitigation measures which are required or which may become required.
- 20) No pipeline shall be attached to a bridge or structure without the written consent from the Municipal District of Lesser Slave River Field Services Director.
- 21) A pipeline shall not run through a culvert or drainage structure
- 22) No open excavation shall be constructed, nor any material or equipment deposited or stored any closer than six meters of a bridge or earth retaining structure and four meters from the shoulder break of a highway or a toe of side slope, whichever is greater.
- 23) No cables of any kind shall be placed within the casing of any pipeline.
- 24) Construction of the crossing is to be undertaken by boring or push pipe method with no disturbance to highway grade. Closed boring method shall be used in non-cohesive soil conditions. The bore size for heavy wall pipe shall be no more than one pipe size larger than the installed pipe. If the bore is larger than one pipe size, a casing pipe the size of the bore shall be installed.
- 25) The backfilling of all trenches within the right-of-way shall be undertaken immediately after the installation has been placed and passed any necessary inspections. Backfill material shall be thoroughly compacted with mechanical compactors and the owner of the pipeline will be held responsible for any settling in backfill for a period of three (3) years after the completion of the work. As soon as is reasonably possible after the completion of any work, restore the Crossing Area as closely as is possible to the condition in which it existed immediately prior to the work. If within ninety (90) days subsequent to notifying the Company that the restoration of the Crossing Area is inadequate given reasonable cause for such inadequacy, the Municipality may take reasonable measures to complete the required restoration, the cost of such restoration to be borne by the Company.
- 26) All waste material shall be removed and all disturbed areas shall be leveled and trimmed in an approved manner and reseeded (minimum Canada Certified #1 seed and free of noxious weed seeds) where necessary to restore the Right-of-way to at least as good as original or better condition. The Company shall perform timely weed control on any reseeded area until such a time as the vegetation has recovered to at least as good as the adjacent undisturbed area.
- 27) No brush or debris from clearing operations shall be left, buried or disposed of within the right-of-way. Must follow the standards required by Alberta Environment Protection



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28) The Company, upon completion of the crossing, must sign the crossing indicating the company, contact information and facility type. Signing shall be placed at both limits of the Highway right-of-way and be visible from the roadway.

29) Must search out and not impose any impact on any other utilities and must obtain prior approval from any other agency that has an interest in the area. Alberta One Call must be in place prior to any excavation.

30) Director of Field Services in Slave Lake, Alberta 780-849-4888 or his designate shall be contacted at least two full working days prior to construction commencement.

31) Upon receipt of sixty (60) days advance written notice from the Municipal District commissioner, or such other time as is mutually agreed to by the parties, the Company shall, at its own expense, relocate equipment within the right-of-way and within thirty (30) meters of the right-of-way including above ground installations, or perform any other Work in connection with the right-of-way as may be required by the Municipality for municipal purposes. However, in cases of emergency, the Municipality may take any measures deemed necessary for public safety with respect to the equipment that may be required in the circumstances as the Municipality shall determine and the Company shall reimburse the Municipality for all related expenses thereby incurred.

32) If the company fails to complete the relocation of the Equipment, or fails to repair their Rights-of-way or to perform any other Work required to be done by the Company pursuant to this Agreement in a timely and expeditious manner to the satisfaction of the Municipality it may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative charge of fifteen percent (15%) of such cost.

33) The Municipality requires that the appropriate agreement for single and/or multiple trips for hauling on local roads be obtained. This may include a Heavy Haul Agreement, if applicable. The Company is required to follow all conditions set out in this agreement including but not limited to increased maintenance cost and signage and/or hours of operation

34) If a route deteriorates where considerable damage may result, the Director of Field Services may implement a weight restriction on roads that are under Municipal jurisdiction.

35) The Contractor must erect suitable signs and devices as per Canadian Uniform Traffic Control Devices Guidelines, so as to ensure the safe use of the roads. They shall be installed at such places and in such a manner as directed by the Municipality or its agents.

36) Stop signs will be required at all locations where permanent or temporary haul roads intersect or cross Municipal roadways. Truck entrance signs must be used at locations where trucks are entering, leaving or crossing a roadway where there is an unusual degree of hazard. Where routes conflict with recreational traffic, extreme caution is expected and reduced speed limits may be imposed. Warning signage shall be required where designated by the Municipal Road Supervisor.

37) This authorization does not supersede approvals required pursuant to other applicable Acts or Regulations

38) This approval only applies to Municipal District of Lesser Slave roads . The applicant is responsible for any



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additional approvals for roads not under the M.D.'s jurisdiction.

39) The Company further agrees, at its own expense, to locate, expose and to do such other things as it may be required by government legislation to permit the Municipality to undertake works over or in proximity to a crossing and pipeline. The company agrees to locate by hydro-vac the Municipality owned utility with the least possible exposure to maintain structural integrity and support of said utility.

40) Nothing contained in this agreement shall be deemed to limit or in any manner prohibit the Municipality from fully using and enjoying any portions of said road allowance where crossings have been installed in any lawful manner whatsoever and the right, privilege and license herein granted to the Company is strictly limited to the rights expressly granted herein to the said Company.

41) The Company agrees to provide the Municipality with necessary approvals and consents that may be required under the provincial or federal legislation to allow for the construction or maintenance of municipal works that may be located in close proximity to the pipeline or other works.

42) The Company agrees that once the utility is located that it be measured for depth and back filled immediately with a minimum of 0.5 metre depth granular, clean, dry sand and thereafter dry fill material to ground level in order to prevent frost penetration, if applicable.

43) The Company agrees to hydro-vac a viewing spot to visually confirm that the directional bore is not less than 1 metre away from the extreme width of the reamer and at least 1 metre away from previous excavation. This will be back filled as soon as possible to prevent frost penetration, if applicable.

44) The company shall confirm and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations (collectively "Safety Rules"). The Municipality may, on twenty-four (24) hours written notice to the Company, or sooner if in the option of the Municipality the likelihood of harm to persons is imminent, suspend Work performed by or on behalf of the Company on that portion of the Equipment located in, on, under, along or across Rights-of-Way where there appears to be a lack of compliance with the Safety Rules or because conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated.

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- a) The operations of the Company in, on, under, along, across or around the Rights-of-Way; or
- b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.

46) The Municipality shall not, in connection with this Agreement, be liable for any damage to the Equipment or other property of the Company, or for the injury or death of any officer, employee, agent, contractor, licensee, or invitee of the Company except where caused by the willful misconduct or gross negligence of the Municipality or its employees.



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47) The Company hereby indemnifies the Municipality from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Company, its officers, employees, agents, contractors, licensees or invitees.

48) The Municipality hereby indemnifies the Company from and against all losses, liabilities, costs, damages and expenses (Including reasonable legal fees and disbursements) incurred by the Municipality in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the willful misconduct or negligence of the Municipality, its officers, employees, agents, contractors, licensees or invitees.

49) Notwithstanding anything contained in this Agreement, the Municipality shall not be liable in any way for the indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any Equipment, other property or Rights-of-Way governed hereby.

50) This agreement shall ensure the benefit of and be binding upon parties, their respective heirs, executors and administrators

51) In the event of any assignment of the Agreement by the Company, the Company shall remain jointly and severally liable under this Agreement in all respects with the assignee and the Municipality may require the assignee to enter into its own agreement with the Municipality before the assignment becomes effective.

52) The Company shall not assign or transfer this Agreement or the rights or privileges herein contained without first obtaining the written consent of the Municipality which consent shall not be arbitrarily withheld. Nothing in this clause shall preclude the Company from including this Agreement and its interests herein in any mortgage, charge or hypothecation for the purpose of financing.

53) In the case of default by either of the parties hereto, in carrying out any of the terms, covenants and provisions of this Agreement, either party may give fifteen (15) days written notice of such default to the other. In the event that the party claimed to be in default does not commence to remedy such default within or at the end of the fifteen (15) day period, the other party may take such reasonable steps that are appropriate and necessary to remedy such default, and the party in default shall be liable for and pay all reasonable costs and expenses incurred with respect to the remedying of such default.

54) The company shall maintain insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury, including death and for claims from property damage which may arise under this agreement, including but not limited to the construction, maintenance or operation of the Equipment in, on, under, over, along and across the Rights-of-Way or on any act or omission of the Company's employees, agents, contractors or licensees.

a) The limits of liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as the Municipality may require by written notice delivered to the Company, from time to time.



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- b) The comprehensive general liability insurance shall extend to cover the contractual obligations of the Company as stated within the Agreement, shall list the Municipality as an additional named insured and shall contain a cross-liability clause and no subrogation clause as against the Municipality: and
- c) All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least thirty (30) days notice to the Municipality by registered mail.

From: [Permits Mailbox](#)
To: [Gail Wright](#)
Subject: Alias Name Test - Application #11635 No Concern
Date: September 18, 2020 1:09:07 PM

Hello,

Thank you for submitting your notification. Upon further review, the Municipal District of Lesser Slave River #124 has no concerns regarding your proposed project at this time.

Prime Contractor: Alias Name Test
Municipality: M.D. of Lesser Slave River
Application Type: Pipeline Crossing
Existing Road
Proposed Date: 10/08/2020
Application Status: **No Concern**
Type of Territory: Unsurveyed
At least 1.5km from any residences? No
At least 100m from any water body? No
At least 100m from any surface improvement? No
At least 40m from any surveyed road? No
At least 1.5km from corporate limits or any city, town or village? No
At least 500m from any schools, churches or military buildings? No
Outside designated significant historical site? No
AFE Number: FAKE
Requestor Name: Fake
Requestor Email: gail@roadata.com
Requestor Phone: 4033149500
Well Type: Oil
Pipeline Crossing(s): Starting LSD: 5-18-72-5-5 --> Ending LSD: 6-18-72-5-5 Crossing Road: Range 5-5a

AFE Number: FAKE
Internal File Number:
Uploaded Files: [Attachment # 1](#)
Submitted By: MD16Oil

Thank - you
M.D. of Lesser Slave River
c/o Roadata Services Ltd. (Authorized Agent)



Lesser Slave River

SCHEDULE "B"

Schedule of fees will be charged as follows:

D56 Notifications	\$10.00
All other applications	\$100.00