



## (To be used with ATCO Gas and Pipelines Ltd. and affiliates, with or without pipeline adjustment)

**Our File: Hwy.** **XXX:XX**

**Utility Agreement No.**

**ROADWAY UPGRADING/NEW ROAD PIPELINE CROSSING AGREEMENT**

This agreement is made as of the  day of , A.D.

BETWEEN

**His Majesty the King in right of Alberta**

as represented by the Minister of Transportation and Economic Corridors

**(hereinafter called the "Minister")**

- and -

**REGISTERED COMPANY NAME**

a body corporate registered and existing under the laws of

the Province of Alberta

**(hereinafter called the "Operator")**

WHEREAS the Minister intends to make improvements to a roadway known as Highway XXX:XX which may result in a ground disturbance within the Controlled Area (*Pipeline Act*) or Prescribed Area (*Canadian Energy Regulator Act*) of the Operator's pipelines in the land legally described as:

as shown on the attached Plan No.:     , *(\*and adjustment costs as negotiated in a letter dated* *sample 4 letter date**which form as part of this agreement.) \*IF APPLICABLE*

AND WHEREAS the Operator obtained a permit from the Minister for placement of a pipeline under Highway XXX:XX.

NOW THEREFORE, pursuant to the applicable section of the *Highways Development and Protection Act* (Alberta)*,* the *Canadian Energy Regulator Act,* the *Pipeline Act* (Alberta)*,* the *Water, Gas and Electrical Companies Act* (Alberta)*,* and the *Gas Distribution Act* (Alberta) (hereinafter called the "Acts"), the Minister and the Operator agree as follows:

1) The Operator's representative shall be:

**Name**

**Telephone number**

**Address**

2) The Minister's representative shall be:

**Name,** **Construction Manager, Region**

**Telephone Number**

**Transportation and Economic Corridors**

**Mailing Address**

3) The Minister (or his delegate) shall contact the Operator at least seventy-two (72) hours (excluding Saturdays, Sundays and Statutory Holidays) prior to undertaking any excavation or construction within the Controlled Area as defined in the *Pipeline Act*, or Prescribed Area as defined in the *Canadian Energy Regulator Act,* as the case may be. The Operator, upon receiving such notice, shall make arrangements to have a representative present during the period machinery is to be used within the Controlled Area or Prescribed Area, as the case may be, to witness the exposure of the Operator's pipeline(s). No excavation or construction of any sort shall be carried out within the Controlled Area or Prescribed Area, as the case may be*,* until the Operator's representative is present at the site and has authorized same, unless the Operator has advised otherwise by written notice to the Minister.

4) The Operator shall locate and mark the horizontal position of the Operator's pipeline(s) as requested by the Minister at the Operator’s sole cost.

5) The Operator's pipeline shall be exposed under the direction of the Operatorby hand digging or other acceptable method such as excavation by water or air jets to determine the exact location and depth of cover before construction is undertaken over it. The cost of this exposure shall be borne by the Minister.

6) In the event pipeline work is required and the Operator is authorized by the Minister to carry out the work, the Operator shall carry out all necessary and permanent protection, adjustment or relocation of their pipeline(s) as required to accommodate the roadway construction.

7) The Minister would assign Prime Contractor responsibilities, as specified in the *Occupational Health and Safety Act*, to ATCO Pipelines as per the Master Agreement Regarding Prime Contractor Obligations with the Department dated June 8, 2006. This Master Agreement regarding Prime Contractor shall be appended herewith to form part of the agreement document.

8) If the pipeline work is of such a kind as to fall within the purview of the *Canadian Energy Regulator Act*, the Operator agrees to carry out the work in accord with the Canada Labour Code R.S.C. (as amended) and the Canada Occupational Safety and Health Regulations SOR/86-304.

9) In the event that the Minister authorizes the pipeline work to be done by a person, either legal or natural, other than the Operator, the Minister agrees to require that person to fulfill the responsibilities and duties of the Prime Contractor as that term is used in the *Occupational Health and Safety Act* R.S.A. (as amended). However, if the pipeline work is of such a kind as to fall within the purview of the *Canadian Energy Regulator Act*, the Minister agrees to require the person to carry out the work in accordance with the Canada Labour Code R.S.C. (as amended*).*

10) The Minister shall carry out all work within the Controlled Area or Prescribed Area, as the case may be*,* in accordance with good engineering and construction practices, and in accordance with the relevant Acts.

11) The Minister shall ensure that no equipment, material or vehicles will be stored, parked or driven over or along the Controlled Area or Prescribed Area, as the case may be,except as reasonably necessary in the actual construction of the roadway.

12) If any excavation *o*r construction equipment is to be moved across the Controlled Area or Prescribed Area, as the case maybe, prior to excavation or construction, and as a temporary protective measure, the Operator may require direct protective measures in accordance with good engineering and construction practices, and in accordance with the relevant Acts*,* to be placed across the Operator's pipeline(s) at the point of crossing, the cost of which shall be borne by the Minister.

13) The Minister shall be liable for and shall indemnify and save harmless the Operator from all manner of actions, causes of action, proceedings, claims, demands, costs, damages and expenses whatsoever including damage to the Operator's pipeline(s), which the Operator may sustain, pay or incur as a result of or in connection with any breach of the obligations assumed under this document by, or the negligence of, the Minister, his employees, servants or agents.

14) The Operator shall be liable for and shall indemnify and save harmless the Minister from all manner of actions, causes of action, proceedings, claims, demands, costs, damages and expenses whatsoever including damage to the Minister's facilities which the Minister may sustain, pay or incur as a result of or in connection with any breach of the obligations assumed under this document by, or the negligence of, the Operator or any person for whom the Operator is responsible at law or in equity.

15) Any written notice required or permitted hereunder shall be directed to the party to whom it will be given (hand delivered, sent by prepaid mail, or sent by telecommunication), addressed as follows:

(a) To the Minister:

**Transportation and Economic Corridors**

**Mailing address**

**Mailing Address**

**ATTENTION:** **Name,** **Construction Manager, Region**

(b) To the Operator:

**Company Name**

**Mailing Address**

**ATTENTION:** **Name, Title**

And in the event of mail service disruption, such notice shall be delivered by hand.

16) Where the terms and conditions in this document contradict any portion of the Acts, the latter shall prevail.

17) The terms and conditions of this agreement shall be effective from the date shown at the beginning of this agreement.

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| --- | --- | --- |
| **Executed on behalf of the Operator by:** |  | **Executed on behalf of the Minister by:** |
|  |  |  |
| Name |  | Name |
| Title |  | Construction Manager, Region |

**SCHEDULE A**

**<Attach ATCO Pipelines’ Master Agreement Regarding Prime Contractor Obligations 2006>**