

Guideline Name: *Requirements for Construction
Near Company Pipelines*

Guideline Number: TG-010C

Date: 01/27/2017

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1.0 Purpose

This guideline presents the requirements for construction activities in the vicinity of Maritimes and Northeast Pipeline's pipeline(s) or pipeline right-of-way and the movement of heavy vehicles or mobile equipment within or across the right-of-way by parties other than Maritimes and Northeast Pipeline. Maritimes and Northeast Pipeline is herein referred to as the Company and includes Spectra Energy as the operator. These requirements are general in nature whereby specific circumstances may necessitate special considerations.

These requirements have been developed to meet Section 5 of the National Energy Board's (NEB) Damage Prevention Regulations - Obligations. Information regarding the approval and timing of applications depends on the nature of the encroachment under consideration and is included in this document.

If you have any questions regarding this information, how it relates to your encroachment request, or for any other assistance, please call the Company at the nearest Operations Centre listed below:

Fredericton Operations Centre

26 Alison Boulevard

Fredericton, NB

E3C 2N3

(506) 462-4800 (telephone)

(506) 462-4811 (fax)

Attention: Lands, Emergency Planning and Public Awareness Coordinator

Or

New Glasgow Operations Centre

80 Terra Cotta Drive

New Glasgow, NS

B2H 6A7

(902) 755-1945 (telephone)

(902) 755-3330 (fax)

Attention: Lands, Emergency Planning and Public Awareness Coordinator

Contractors considering excavation activities within 30 metres of the Company's pipeline are encouraged to obtain a copy of the NEB Damage Prevention Regulations and Excavation and Construction Near Pipelines documents available on the NEB website (www.neb-one.gc.ca).

In accordance with Section 112 of the National Energy Board ("NEB") Act, the unauthorized crossing or construction or excavation across, on, along or under a right-of-way or excavation using power-operated (mechanical) equipment or explosives

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within the 30 m (100 ft) safety zone is illegal.

The following areas are addressed.

- 1.0 Purpose
- 2.0 Pre-Construction Approvals and Notifications
- 3.0 Site Visits to Locate Facilities
- 4.0 Items to be Provided for Review Process
- 5.0 General Requirements
- 6.0 Excavation
- 7.0 Blasting
- 8.0 Facility Crossings
- Appendix A – Drawing Requirements
- Appendix B – Typical Crossing Drawings
- Appendix C – Forms and Agreements
- Appendix D – Summary Checklist for Potential Excavators

If any of the conditions stated in this document can not be satisfied, the Company representative shall be advised immediately.

2.0 Pre-Construction Approvals and Notifications

2.1 Activities Requiring Company Approval

Prior to commencing work, the encroaching party (Encroacher) will require the Company's written permission for any proposed excavation, construction or temporary crossing upon, along, over, under or across the Company's pipeline or pipeline right-of-way as described below.

- Crossing with anything larger than a standard passenger vehicle or mobile equipment outside the traveled portion of a highway or public road. (Normal farming activities are not covered by this guideline. Refer to the Company's TG-113, "Evaluation of Shallow Cover in Cultivated Fields" and the Company's Lands, Emergency Planning and Public Awareness Coordinator.)
- Construction of a facility such as:
 - New permanent buried facilities – water, gas, oil, sewer, electrical, fiber optic, drains, etc.
 - New permanent aboveground facilities – power, telecommunication, cable tv, etc.
 - New road or railroad installations or improvements
 - New developments, grade changes, structures, parking areas, ditches, etc.

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- Minor excavation activities – fences, trees, facility maintenance, etc.
- Excavation using explosives or power-operated (mechanical) equipment within the Company’s pipeline right-of-way or within the NEB 30 metre safety zone.
- Seismic activity within 40 metres of the Company’s pipeline right-of-way

If the Encroacher is considering an activity which is not listed above, they should contact the Company representative to determine if their activity requires written permission and subsequent approval.

2.2 Request for Encroachment

The Encroacher shall contact the Company to discuss details of the proposed construction or crossing activity and the information required for the Company’s review.

Copies of any proposed plans and/or drawings prepared in accordance with Appendix A - Drawing Requirements may be required for certain construction or encroachment activities and shall be submitted to the Company for review with the Encroacher’s request. Examples of various types of crossing drawings are shown in Appendix B – Typical Crossing Drawings.

2.3 Company Response for Encroachment Requests

Where the Company receives a request for permission for construction, excavation or crossing activities pursuant to paragraph 7(1)(a) or 10(1)(a) of the National Energy Board Damage Prevention Regulations - Authorizations, the Company will inform the Encroacher within 10 working days of receiving the request, of whether or not permission is granted. Additional time for technical analysis may be needed for certain construction projects affecting the integrity of the Company’s pipeline(s).

The Company representative will make a determination of the complexity of the proposed activity and the level of Company approval required.

2.3.1 High Risk or Complex Activity Approval

If the encroachment is approved, the Encroacher will be required to execute an Encroachment Agreement outlining the Company’s requirements and conditions prior to beginning any work (See Appendix C). At any time during facility construction or encroachment activity, the Company may add or amend conditions in the Encroachment Agreement in order to ensure pipeline safety and security.

If the encroachment is refused, the Encroacher will be provided with the reasons for refusal. The Encroacher then has the right to contact the NEB to review the request as provided by the NEB Act, Section 112.

The Encroachment Agreement must be completed, executed by both parties and returned to the Company prior to initiating any work. Additionally, three (3) working days (72 hours) notice is required before any activities can begin on site so that the Company may locate its pipeline(s) and have a field representative present during any excavation or

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construction activities.

2.3.2 Low Risk Activity Approval

Approval for certain low risk encroachment activities will require the Encroacher to complete an On-Site Approval Agreement (Form 142) outlining the Company's requirements and conditions prior to beginning any work. At any time during facility construction or encroachment activity, the Company may add or amend conditions in the On-Site Approval Agreement in order to ensure pipeline safety and security.

The On-Site Approval Agreement form must be completed, executed by both parties and returned to the Company prior to initiating any work. Additionally, three (3) working days (72 hours) notice is required before any activities can begin on site so that the Company may locate its pipeline(s) and have a field representative present during any excavation or construction activities.

2.3.3 Emergency Activity Approval

In the case of emergency repairs to critical public infrastructure or for public safety where it is not practicable to undergo the standard 72 hour notification process, the Encroacher will be required to complete an Emergency Work Request Agreement (Form 200). Locate request must be made as soon as possible before the construction or activity starts.

2.4 Obtaining NEB Approval

If the Encroacher makes an application to the NEB for approval to engage in ground disturbance or encroachment activities in the vicinity of Company pipelines, the Company shall, within ten (10) working days from receipt of the request, provide the Encroacher with all information and all reasonable assistance needed for preparing the application.

Within ten (10) days of receiving a copy of an application that has been submitted to the NEB, the Company shall send the NEB any comments it has regarding the application.

3.0 Site Visits to Locate Facilities

3.1 The Company considers it essential that landowners, builders, utility companies, developers and contractors know the location and depth of the Company's pipeline(s) and requires that the pipeline(s) be shown on any plans or drawings.

3.2 If requested, the Company will field locate and mark its pipeline(s) at selected points in accordance with federal, provincial and local requirements at no cost to the contractor, developer, builder, utility company, or landowner. However, if the Company representative requires the pipeline be located by excavation, the cost to excavate the pipeline and restore surface improvements (e.g., pavement, landscaping, and sidewalks) shall be the responsibility of the contractor, developer, builder, utility company, or landowner. Note: A Company representative must be present during any excavation to expose the pipeline. During this period, accurate survey data of the

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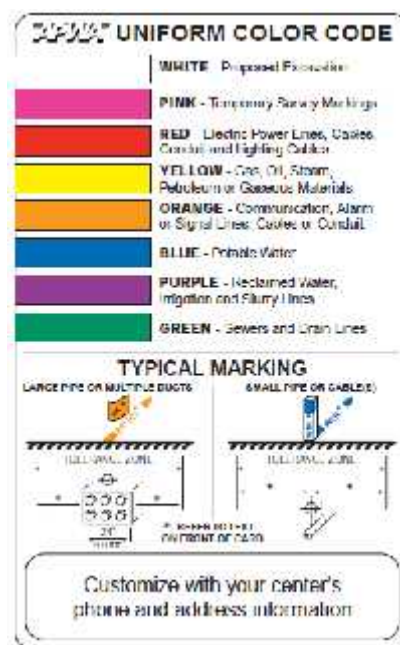
Company’s pipeline(s) shall be obtained by a qualified surveyor provided by the contractor, builder, developer, utility company, or landowner for the preparation of plans, sections, and profile drawings.

3.3 In addition to complying with the above requirements, developers, contractors, builders, utility companies, and landowners shall comply with the provisions of all federal, provincial and/or local one-call regulations relating to excavation and demolition work in the vicinity of underground facilities.

3.4 Markings

Within three days of receiving a locate request, the Company shall locate the line and install temporary markers where necessary to aid in preventing damage caused by short term ground disturbance or encroachment activities.

Temporary markers include stakes, flags, marker posts, signs, painted markings on paved surfaces, or any combination thereof that comply with the American Public Works Association (APWA) marking standards.



The Company shall ensure the centerline of the pipe location is clearly marked at maximum 15 feet intervals along the entire length of the excavation area. In cases where the pipe is covered by snow, the Company shall clearly mark with paint, flags or stakes. Markings shall indicate the name, initials, or logo of the Company.

If the surface over the pipe is to be removed or excavated, supplemental offset markings will be used to clearly indicate the horizontal alignment of the pipe.

Stakes or marking may disappear or become unclear. In such an event, the Encroacher must submit another locate request.

The Company shall provide the Encroacher with information that clearly explains the significance of the markings.

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4.0 Items to be Provided for Review Process

Simple residential driveways or utility crossings of the pipeline right-of-way may not be subject to all of the requirements of this section. The Company's Lands, Emergency Planning and Public Awareness Coordinator will determine what information is required to be submitted for review by the Company on a case by case basis.

At a minimum the following information shall be provided with a request to the Company to determine if equipment crossings and associated construction activity can be approved.

- a drawing or sketch showing the pipeline in relation to the proposed construction activity
- excavation plan including the method of installation of all foreign facility crossings
- equipment description with weights and track/tire dimensions of any equipment that may be need to cross the pipeline during construction activity

In addition, any construction activity that requires the submission of drawings to a permitting agency for construction adjacent to or encroaching on the Company's pipeline or pipeline right-of-way must include the information regarding the Company's facilities and pipeline right-of-way specified in this section.

- 4.1 Upon review of this specification and the incorporation of all applicable requirements, a complete set of design drawings showing existing conditions and proposed alterations shall be submitted to the Company for review.
- 4.2 Upon final approval from the Company, four (4) sets of the final (definitive) design drawings and an electronic copy shall be provided to the Company. The Encroacher shall provide as-built drawings of all installations to the Company within 45 days after completion of the project.
- 4.3 The Company's pipeline(s) and pipeline right-of-way limits shall be accurately shown on all drawings. Upon 72 hours advance notice, Company personnel will locate and mark the location of the Company's pipeline(s). The Encroacher's survey crew can then accurately locate the facility by a field survey.
- 4.4 The Encroacher's survey crew will be responsible for laying out the proposed foreign facility in the field and locating the Company's facility horizontally and vertically, accurately representing it in the plan and profile views on the drawing(s) per the requirements in Appendix A. The Company's Region Technical Staff will evaluate field data to determine whether additional design requirements are necessary for areas of proposed equipment/vehicular travel.

5.0 General Requirements

- 5.1 Prior to any construction, ground disturbance activity or vehicle crossing, the Encroacher must inform all persons working on their behalf, including employees, contractors, and subcontractors, of their obligations under the Damage Prevention Regulations.
- 5.2 Unless otherwise agreed to in the On-Site Approval or Encroachment Agreement, work must be completed within two years.

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- 5.3 For encroachments within the Company’s pipeline right-of-way, the Encroacher shall maintain the integrity of the Company’s pipeline(s) by ensuring the Company’s pipeline is in compliance with the specifications and requirements of the current edition of CSA Z662 and other local/provincial regulations.
- 5.4 No buildings, structures or other obstructions may be erected within, above or below the pipeline right-of-way. If requested, the Company will furnish pipeline easement information which describes the pipeline right-of-way width.
- 5.5 Wire type, stockade, decorative and similar type fencing that can be easily removed and replaced may cross the pipeline right-of-way at or near right angles. Fences crossing the pipeline right-of-way must have a 3.7 m (12 ft) gate for access. No fence shall be allowed within the Company’s pipeline right-of-way parallel to the Company’s pipeline(s).
- 5.6 Planting of trees is not permitted on the pipeline right-of-way. The Company may side trim trees that overhang the Company pipeline right-of-way to eliminate obstruction of right-of-way visibility from the ground or air. In certain situations, some trees may be allowed as defined in the landowner letter of commitments.
- 5.7 Planting of shrubs, bushes or other plants associated with landscaping on the Company’s pipeline right-of-way is subject to Company approval and shall not exceed 1.2 m (4 ft) in height at maturity.
- 5.8 No drainage swales and no reductions in grade are permitted on the Company’s pipeline right-of-way. Limited additional fill may be deposited with prior written approval from the Company.

Proposed landscaping grades shall provide 0.9 m (3 ft) minimum cover over the Company’s facility. The Company shall determine the maximum cover allowed over a Company facility based on pipeline specifications and local conditions, including such issues as soil types. Proposed landscaping grades shall not exceed the Company’s maximum allowable slope of 4:1 longitudinal with the facility and/or 8:1 cross-slope.

The Company reserves the right to modify these cover/grade requirements if deemed necessary. Proposed grades shall not restrict Company access to the right-of-way or cause ponding of surface water on the Company’s pipeline right-of-way. Proposed grades shall not redirect the flow of water on to the Company’s pipeline right-of-way or generate any amount of erosion on or near the Company’s pipeline right-of-way.

- 5.9 A Company representative shall give prior approval for mobile equipment/vehicles to cross the Company’s pipeline(s) at any location.

Maximum and minimum depths of cover for all areas of equipment/vehicular travel (e.g., highways, roads, railroads, construction access, driveways, parking lots, etc.) will be determined by the Company and local, state, provincial and federal requirements. For this purpose, cover can be defined as the distance from the top of the pipe to the finished grade. Mitigative methods where the cover is insufficient will be determined on a case by case basis.

Temporary bridging such as additional cover, construction mats, or temporary

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structural spans shall be installed for the protection of the Company pipeline at any point of construction equipment crossing unless approval to cross without protection is specifically granted by the Company.

- 5.10 Test pits are performed to supply the contractor/developer with accurate elevations of the Company's pipeline(s) and to determine the quality of the fill material around the pipeline(s). At the discretion of the Company, test pits may be required in areas where equipment/vehicle crossings and/or foreign facility crossings are proposed. For additional information on test pits reference Section 6.0.
- 5.11 Parking areas should be planned so as to avoid covering the pipeline right-of-way if possible.
- 5.12 No roads, foreign lines, or utilities may be installed parallel to the Company's pipeline(s) within the Company's pipeline(s) right-of-way.
- 5.13 All foreign lines, roads, electrical cables and other utilities shall cross the Company's pipeline right-of-way at an angle at or near right angles, if practical.
- 5.14 If, in the judgment of the Company, the proposed work necessitates the installation of casing pipe and/or other alterations to protect the Company pipeline(s), the contractor, developer, builder, utility company, or landowner may be required to pay the Company the estimated cost prior to the Company beginning the alterations. Once the actual costs have been incurred and tabulated by the Company, cost variances shall be settled.
- 5.15 At the discretion of the Company, concrete slabs or other protective devices may be installed over the Company's pipeline(s) to provide necessary protection. Drawings for the concrete slabs/devices and their installation will be provided upon request.
- 5.16 All design standards mandated by federal, provincial, and/or local government agencies shall be satisfied. A letter shall be submitted to the Company stating that all appropriate federal, provincial, and/or local permits, authorizations and/or approvals have been granted or obtained for the subject project. The Company's final approval is contingent upon compliance with this requirement.

6.0 Excavation

Excavation operations shall be performed in accordance with the guidelines set forth below.

- 6.1 **No excavation, crossing, backfilling or construction operations near the Company's pipeline or pipeline right-of-way shall be performed unless the Company representative is on site. The Company representative shall have full authority to stop the work if it is determined that the work is being performed in an unsafe manner or if a foreign object is spotted.**
- 6.2 During the period of April 15 - November 1 test pits may be performed by the Encroacher provided Company personnel are present. Test pits can be scheduled by contacting the Lands, Emergency Planning and Public Awareness Coordinator. The Company will make every effort to accommodate the Encroacher's schedule for excavation of test pits. Such scheduling however, may be subject to availability of Company personnel, weather, field operating conditions, etc.

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- 6.3 During the period of November 1 - April 15 test pit excavation of the pipeline by means of mechanical equipment is not allowed. In instances where the developer must expedite the design process, pipeline elevations may be obtained, depending on field conditions, by hand digging or soft digging equipment. The developer must contact the Company's Lands, Emergency Planning and Public Awareness Coordinator to coordinate these activities.
- 6.4 Excavation shall not be permitted within the Company's pipeline right-of-way or the 30 metre NEB safety zone until an excavation plan has been reviewed and approved by the Company representative. The excavation plan may be a written document or a verbal discussion with the Company representative. At a minimum, the excavation plan shall include but not be limited to the following:
- Backhoe set-up position in relationship to the pipeline
 - Need for benching to level backhoe
 - Required excavation depth and length
 - Sloping and shoring requirements
 - Ingress/egress ramp locations
 - Minimum clearance requirements for mechanical equipment
 - Pipeline location and depth
 - Verify bar has been welded onto backhoe teeth and side cutters have been removed
 - Spoil pile location
 - Compliance with Canada Occupational Health and Safety regulations
- 6.5 The use of mechanical equipment in the vicinity of the Company's pipelines shall be directed by the Company representative in accordance with Company procedures and applicable regulations. The tolerance zone for excavation by third party personnel using mechanical equipment is 3 m (10 ft) until the pipeline is visually located. Hand tools or soft dig equipment shall be used to complete the final excavation of the pipeline inside the "restricted" mechanical equipment limits of the excavation.
- 6.6 If the excavation runs parallel to the pipe, the pipe needs to be exposed by hand at sufficient intervals to confirm the pipe's location.
- 6.7 The use of a trenchless excavation method (i.e., bored crossings) shall be employed in such a way as to ensure a minimum radial clearance required by applicable standards is obtained between the new facility and the Company's pipeline(s).
- 6.8 Federal regulations require that the Company's pipeline be inspected whenever it is exposed. Canada Occupational Health and Safety regulations pertaining to excavations must therefore be met to ensure the safety of the Company representative who must enter the excavation. Furthermore ample time should be provided to allow the Company to perform relevant inspections prior to proceeding with backfill operations.

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6.9 Unless otherwise agreed to in the Onsite Agreement or the Encroachment Agreement, the Encroacher will provide the Company with at least 24 hours notice prior to backfill operations.

7.0 Blasting

Blasting operations shall be performed in accordance with the minimum guidelines set forth below.

7.1 The Company shall be advised of any blasting proposed within 60 metres (200 ft) of the Company's pipeline, 150 metres (500 ft) for large scale quarry-type blasting. No blasting is permitted within the Company's pipeline right-of-way, and no blasting shall occur outside the Company's pipeline right-of-way if the Company determines that such blasting may be detrimental to its facilities.

7.2 The Company reserves the right to require the party responsible for blasting to furnish a detailed blasting plan at least ten (10) working days prior to blasting to allow for evaluation and to make arrangements for a Company representative to witness the blasting operation including drilling and loading holes. Blasting codes shall be followed in all cases.

8.0 Facility Crossings

All buried facilities shall be installed as noted below and as stated in Sections 5.10 and 5.11, as appropriate.

8.1 Buried facilities shall be installed below the Company's pipeline(s). The Company requires a minimum of 30 cm (12 in.) of clearance however in some situations this may need to be increased in circumstances, such as bored crossings. Additional separation may be required in marshy areas or other areas where insufficient clearance would have a potential to cause future problems.

8.2 If the normal crossing requirements present undue difficulties, buried facilities may be installed above the Company's pipeline(s) with prior approval from the Company representative. All such facilities shall be installed with a minimum of 30 cm (12 in.) of clearance. The Company will not be responsible for any damage or required repairs which are caused by the Company's operating and maintenance activities when foreign facilities are installed above the pipeline(s). Protective measures such as a concrete encasement, ditch marking tape, and/ or above ground markers may be required as deemed necessary by the Company representative.

8.3 Suitable backfill shall be placed between the foreign facility and the Company's pipeline(s). Suitable backfill is backfill free of rocks, refuse and any foreign material including, but not limited to, skids, welding rods, pipe rings, trash, trees and shrubbery limbs. In the case of anticipated crossing by mobile equipment/vehicles the contractor, developer, builder or utility company shall provide specific material and compaction specifications for review by the Company.

8.4 The installation of test leads (two No. 10 THWN black insulated copper wires) attached at the point of crossing for corrosion control monitoring may be required for metallic lines as directed by the Company representative. Test wires shall be routed underground

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and terminated at a point specified by the Company.

- 8.5 The following requirements shall be met for fiber optic cables which encroach upon the Company's pipeline right-of-way.
- 8.5.1 High capacity fiber optic cable shall be installed in a rigid non-metallic conduit or covered in 15-20 cm (6-8 in) of concrete which has been colored with an orange dye extending across the entire pipeline right-of-way. Other protective measures may be considered for non-high capacity cables.
 - 8.5.2 The fiber optic cable shall be installed a minimum of 30 cm (12 in) below the Company's pipeline(s) across the entire width of the pipeline right-of-way, unless approved by the Company representative.
 - 8.5.3 Orange warning tape shall be buried a minimum of 45 cm (18 in) directly above the fiber optic cable across the entire width of the Company's pipeline right-of-way, where practical.
 - 8.5.4 The fiber optic cable crossing shall be clearly and permanently marked with identification signs on both sides of the Company's pipeline right-of-way. Markings shall be maintained by the foreign party for the lifetime of the facility.
- 8.6 The information listed below shall be furnished to the Company for all proposed electrical cables which will encroach upon the Company's pipeline right-of-way.
- Number, spacing and voltage of cables
 - Line loading and phase relationship of cables
 - Grounding system
 - Position of cables and load facilities relative to pipeline(s)
- 8.7 Specific installation requirements for cables carrying less than 600 volts shall be determined by the Company on a case by case basis.
- 8.8 The following installation requirements shall be met for buried electrical cables carrying over 600 volts but less than 7,600 volts. The Company's Region Technical Staff will determine the installation procedures for buried electrical lines carrying voltages over 7,600 volts on a case by case basis.
- 8.8.1 The electrical cable shall be installed in a rigid non-metallic conduit covered in a minimum thickness of 5 cm (2 in) of concrete which has been colored with a red dye extending across the entire width of the Company's pipeline right-of-way.
 - 8.8.2 The electrical cable shall be installed a minimum of 30 cm (12 in) below the Company's pipeline(s) across the entire width of the Company's pipeline right-of-way, unless approved by the Company representative.
 - 8.8.3 Each phase conductor should be surrounded with a spirally wound, concentric neutral conductor. The neutral may be within the outer cable jacket.

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- 8.8.4 Red warning tape shall be buried a minimum of 45 cm (18 in) directly above the electric cable across the entire width of the Company's pipeline right-of-way, where practical.
- 8.8.5 The electric cable crossing shall be clearly and permanently marked with identification signs on both sides of the Company's pipeline right-of-way.
- 8.9 Overhead power line and telephone line, telecommunication installations shall be reviewed by the Company on an individual basis.
 - 8.9.1 Prior to construction, the Encroacher shall determine if electrical interference between its facilities and the Company's Pipeline(s) will occur. If so, the Encroacher shall be responsible for providing mitigation design to a level 15 volts maximum A.C. Steady State; in accordance with CSA Standard C22.3 No 6M (most recent version), "Principles and Practices of Electrical Coordination Between Pipelines and Electric Supply Lines".
 - 8.9.2 The vertical distance between the lowest wire of an overhead line catenary and the surface of the ground within the pipeline easement shall not be less than the minimum vertical clearance distance set out in that part of the Canadian Electrical Code Part III (CSA Standard C22.3, "Overhead Systems and Underground Systems").
 - 8.9.3 Overhead lines shall be installed with a minimum clearance of 7.62 m (25 ft) above the grade of the Company's pipeline right-of-way. The installation of poles and guys will not be permitted on the Company's pipeline right-of-way, and not within ten (10) metres from a Company appurtenance, unless assurances are made that the encroachment will not affect the Company appurtenance as a result of a fault or failure.
 - 8.9.4 The Encroacher shall install aerial warning devices on an overhead line for the protection of the Company's personnel and equipment conducting aerial patrols.
- 8.10 The Encroacher must maintain their facility in a state of good repair so that it does not adversely impact the safety and security of the pipeline. If the Company becomes aware of any deterioration of the facility, the Company will notify the Encroacher, in writing, of the facility condition and the Encroacher must correct the deterioration.
- 8.11 If the Company detects any deterioration to the facility that adversely impacts the safety or security of the pipeline such that the facility warrants removal, the Company will notify the Board accordingly.
- 8.12 The Encroacher needs to notify the Company, in writing, of any proposed abandonment or removal of the facility. The Encroacher is responsible for removing or altering the facility or portions of the facility if the facility adversely impacts the safe operation of the pipeline or jeopardizes the environment or the safety of the public or the Company's employees.

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APPENDIX A

Drawing Requirements

The following information is required when preparing drawings for encroachment approval applications. The Encroacher should contact the Company at an early date for information and to discuss requirements with respect to the proposed activity.

The Encroacher shall provide the Company four (4) copies of all drawings, in addition to PDF or other standard electronic format document.

PLAN VIEW

Show and Identify:

- In Metric – scale of 1:500 or at a scale which clearly defines all details of the Encroacher’s facility;
- Accuracy to one tenth (0.1) meter or better;
- Facilities which tie dimensions to lot or survey line (preferably along the Company’s pipeline and/or pipeline right-of-way boundary). Show location of the Company’s pipeline(s), pipeline appurtenances, markers, cathodic test facilities and right-of-way and other utilities and utility easements;
- Angle of the crossing (measured to the Company’s pipeline easement);
- Property lines;
- Width of road and road limits in the vicinity of the Encroacher’s facility;
- For parking lots, storage yards: show nearest building which tie dimensions to the nearest Company pipeline and/or pipeline right-of-way boundary;
- For parking lots, storage yards: describe barrier preventing access to unaffected portion(s) of the Company’s right-of-way (e.g., fence or concrete curb).

PROFILE/CROSS SECTION VIEW(S)

The section view is to be along the proposed utility that crosses the Company’s pipeline.

The profile view is to be along the Company’s Pipeline(s) and is only required if the Encroacher’s facility is on the Company’s pipeline easement for a definable distance (i.e., parallel encroachments such as roads and any grading of the easement, etc.)

Show and Identify:

- In Metric - vertical 1:100, horizontal 1:200 or to a scale that clearly identifies all details of the Encroacher’s facility;
- Accuracy to one tenth (0.1) meter or better;
- Any relevant Company pipeline appurtenances;
- location of cathodic test facilities (if applicable)

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- Existing and proposed grades
- Depth of the Company's pipeline;
- Vertical distance of the proposed utility below grade;
- Clearance to the Company's pipeline(s);
- Diameter of each of the Company's pipeline;
- Diameter(s) of pipeline casing (if applicable)
- Company pipeline right-of-way limits;
- If elevations are assumed, then reference the point of the assumed datum;
- Distance of the Company's pipeline(s) in relation to the Company pipeline right-of-way limits;
- Ground surface profile for the 20 metres on either side of the Encroacher's facility;
- Details of Encroacher's facilities with minimum clearances from each to the Company's pipeline(s) [minimum clearances – roads/parking lots/storage yards – 1.3 m (4.26 ft); railways – 2.0 m (6.56 ft); ditches – 0.8 m (2.62 ft); underground utilities – 0.3 m (1 ft)]
- Details of any protective devices for the Company's pipeline or the Encroacher's facility (i.e., concrete slabs, casings, pads, temporary structures, etc.) if requested by the Company and shown on the plan and profile.

LOCATION PLAN VIEW

Show and Identify:

- In metric, scale of 1:12000 or to a scale that clearly identifies the location;
- Distance to the nearest town of major geographic feature to 0.1 of a kilometer;
- Relevant streets, highways, roads, etc.

TITLE BLOCK

Show:

- Name of the Encroacher and the name of the engineering company who compiled the drawing (where applicable);
- Drawing number and the date of the drawing;
- Revision dates (if applicable);
- Signature of the Encroacher and the engineering company;
- Legal description of the location of the Encroacher's facility;
- Date of the survey

Guideline Name: <i>Requirements for Construction Near Company Pipelines</i>	Guideline Number: TG-010C	
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ADDITIONAL INFORMATION

Show:

- All specifications of the Encroacher's facility (i.e., diameter, wall thickness, material to be conveyed, minimum yield strength, operating pressure, field test pressure, mill test pressure, materials, protective devices to be installed and the method of installation);
- Note referencing compliance with all applicable CSA standards and the National Energy Board Damage Prevention Regulations;
- Include a North Arrow and Scale on all drawings;
- Legal description of location of the Encroacher's facility (i.e., property metes and bounds, PID, parish, town, village, etc.) on all drawings.

ENCROACHER'S FACILITY DESCRIPTION

Show and Identify:

- Roads, parking lots, storage yards: wheel loading, surface, subgrade, name or number designation of roads (if any), materials to be stored (if any);
- Ditches, open drainage systems: width – top and bottom (existing and proposed), name or designation (if any);
- Underground facilities: materials; diameter; maximum voltage; pressure; conduit structure – duct size, use and configuration – size and reinforcement (if any).

NOTE: The Encroacher's drawing(s) must be available for reference on site. For reference, typical crossing drawings with these minimum requirements are included in Appendix B.

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APPENDIX B

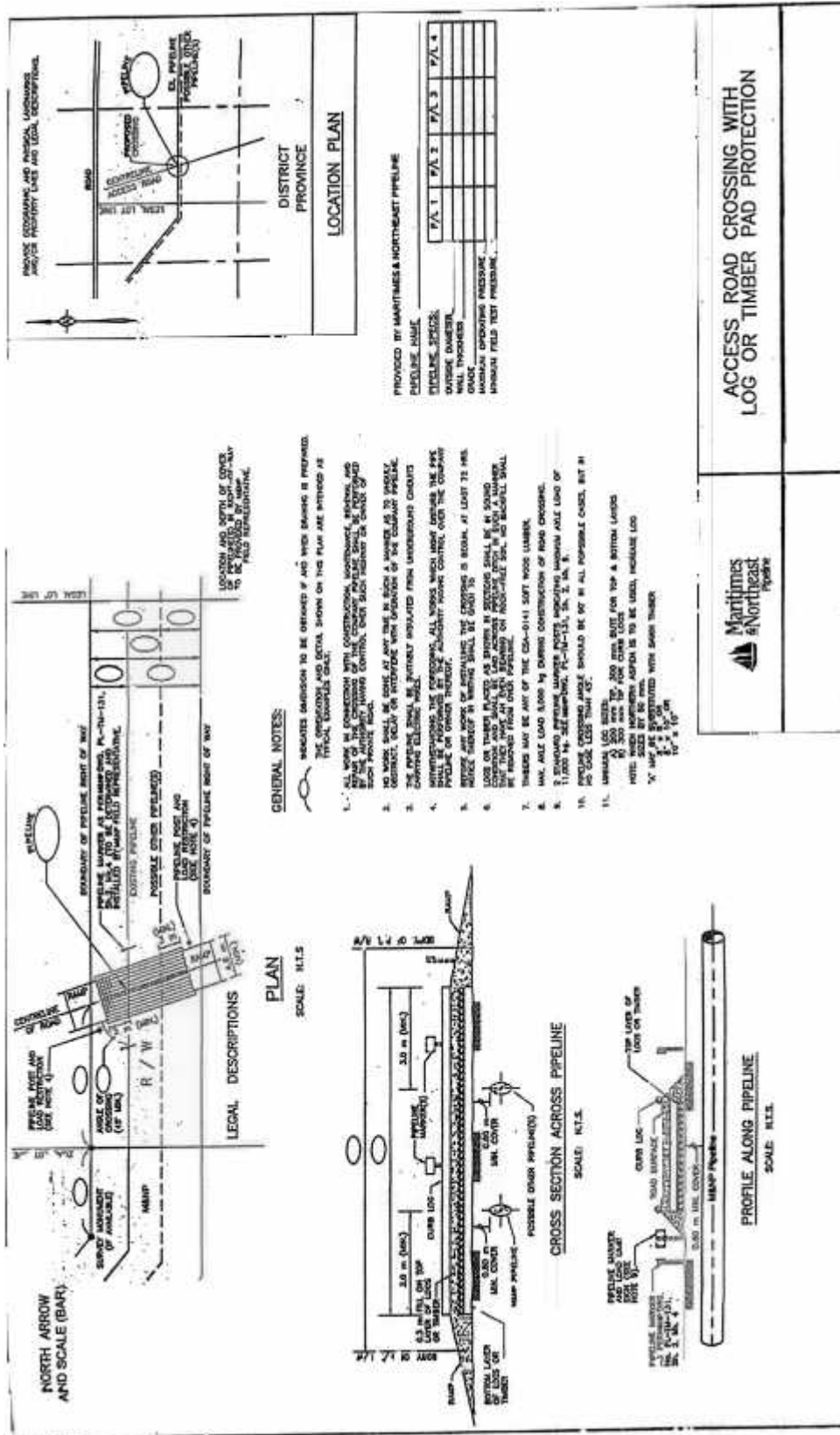
Typical Crossing Drawings

Guideline Name: *Requirements for Construction
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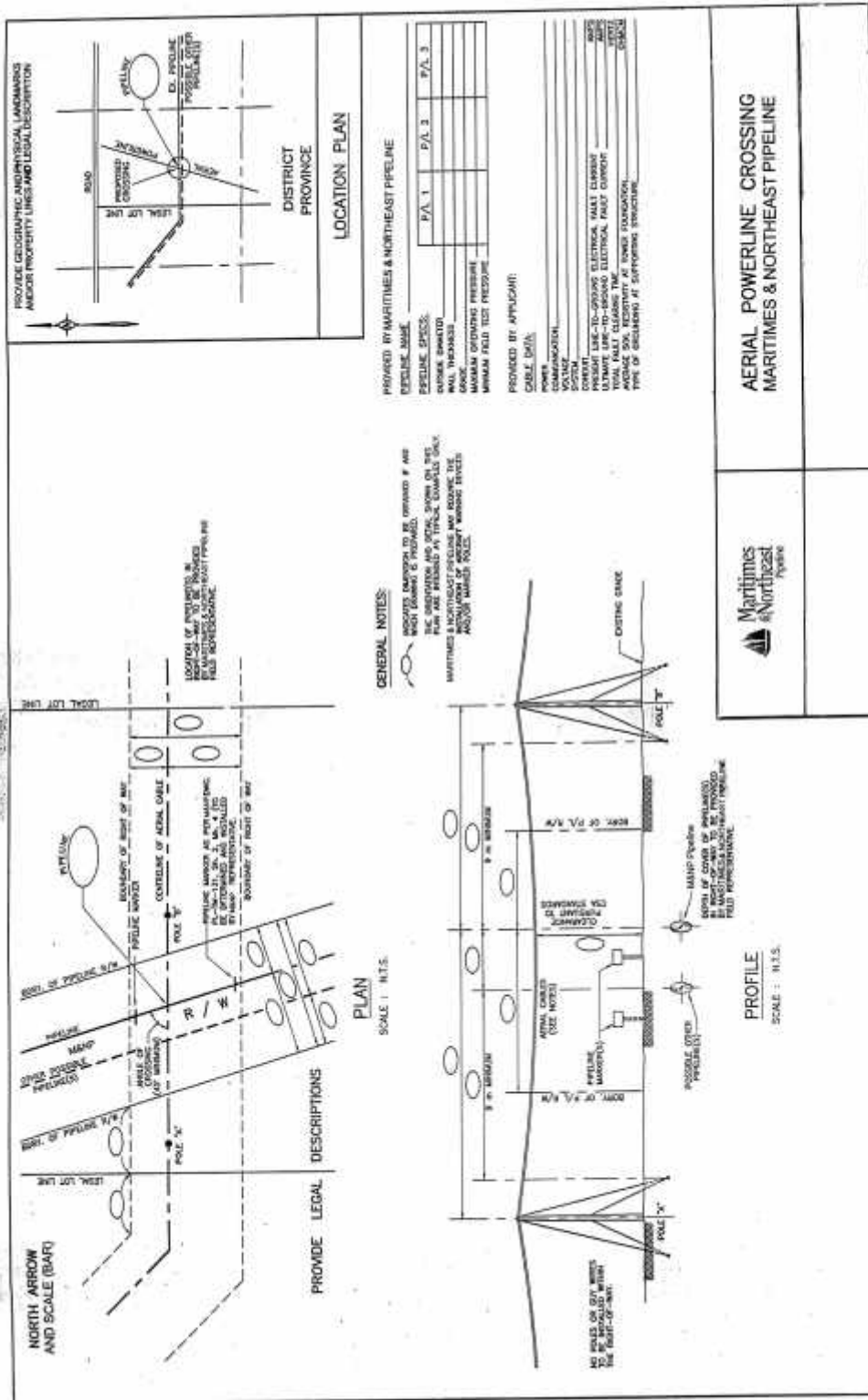


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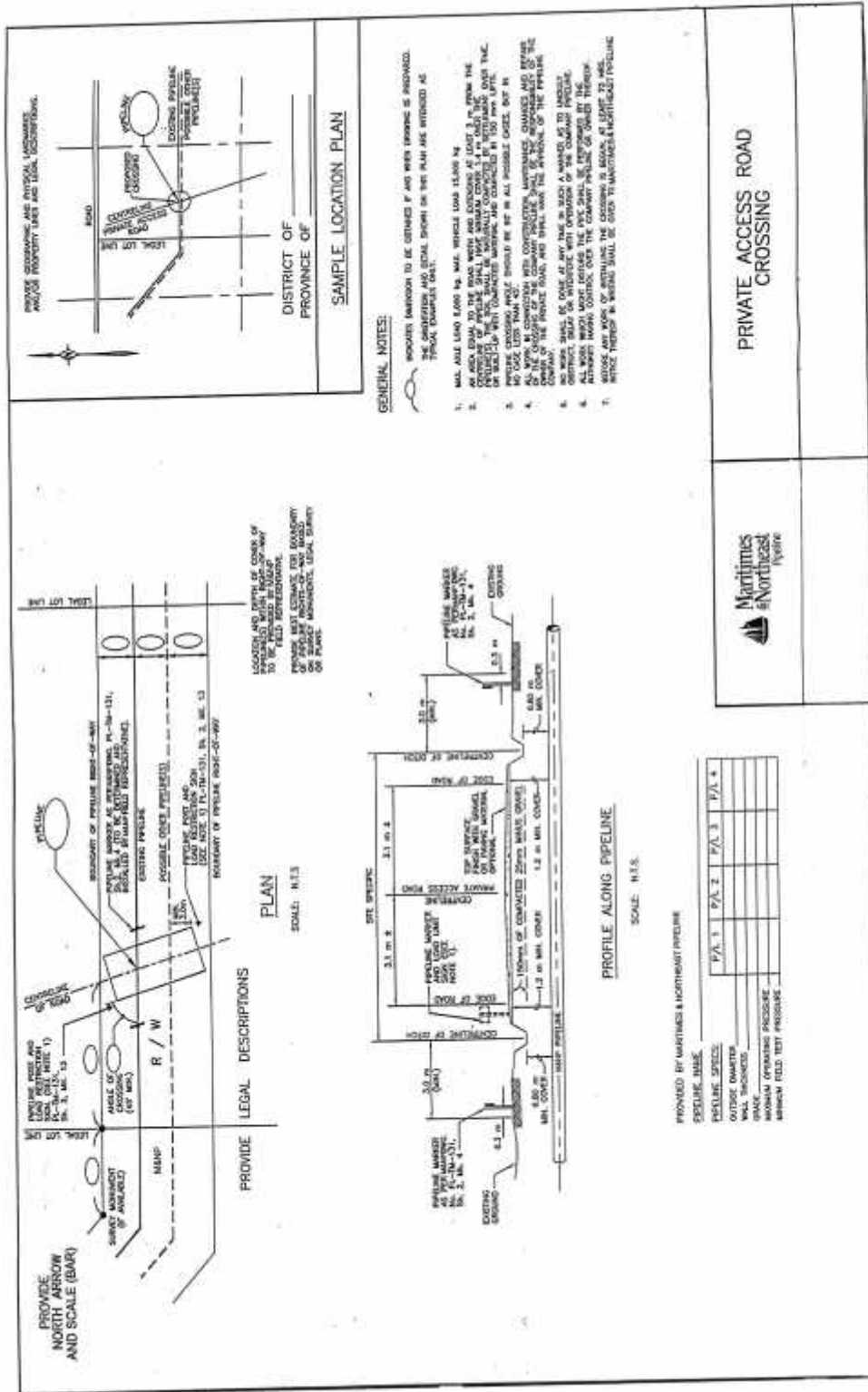


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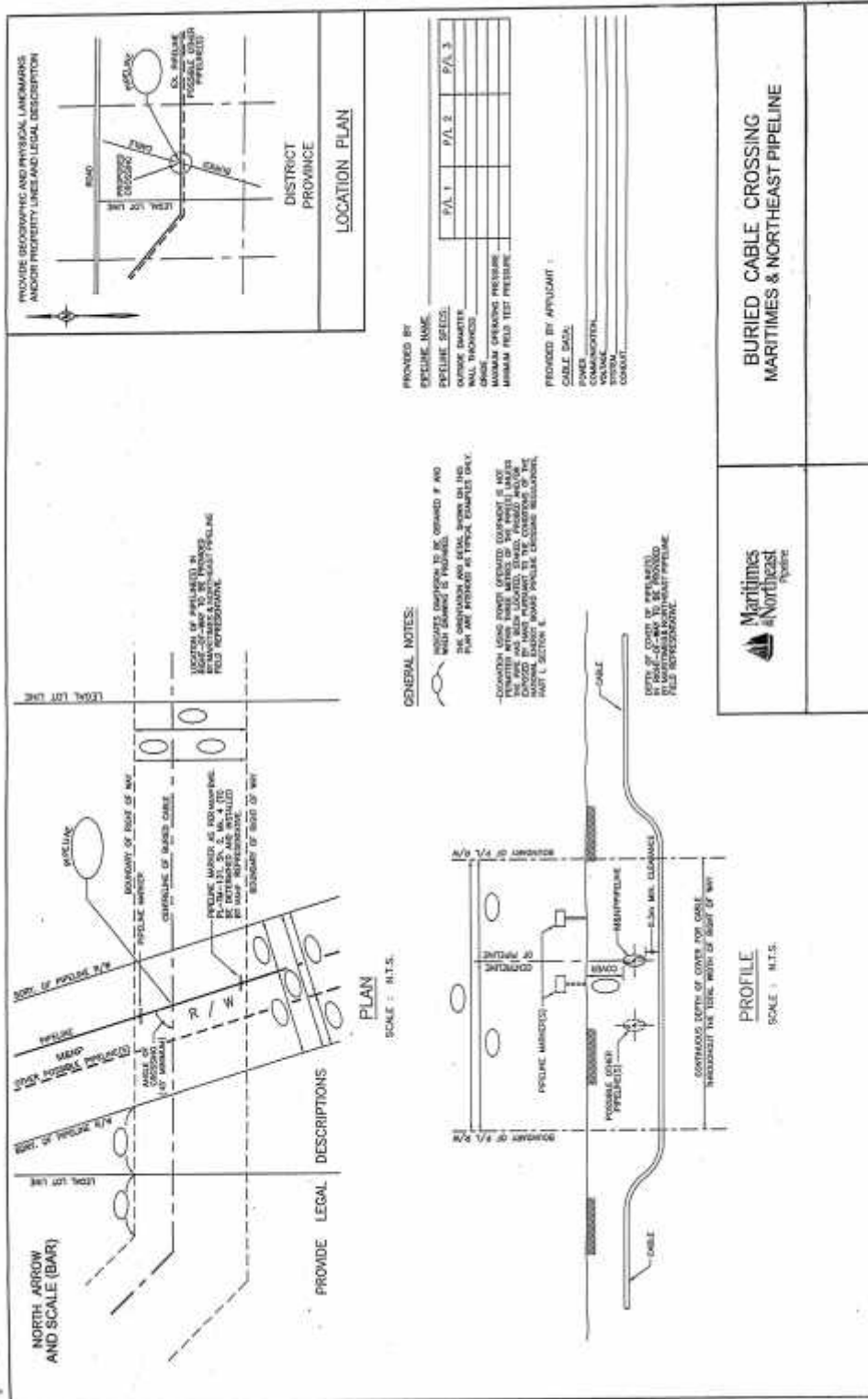


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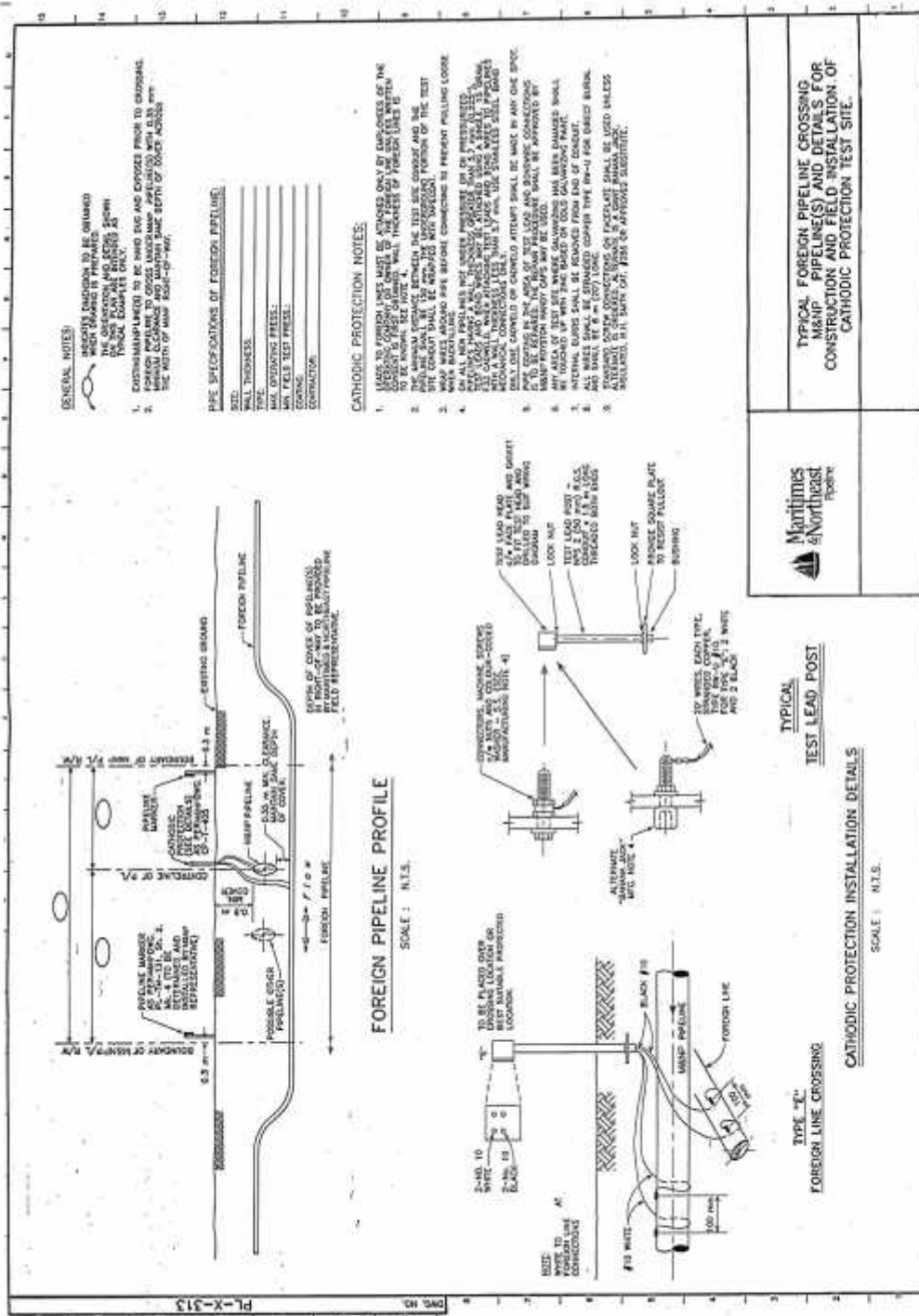


Guideline Name: *Requirements for Construction
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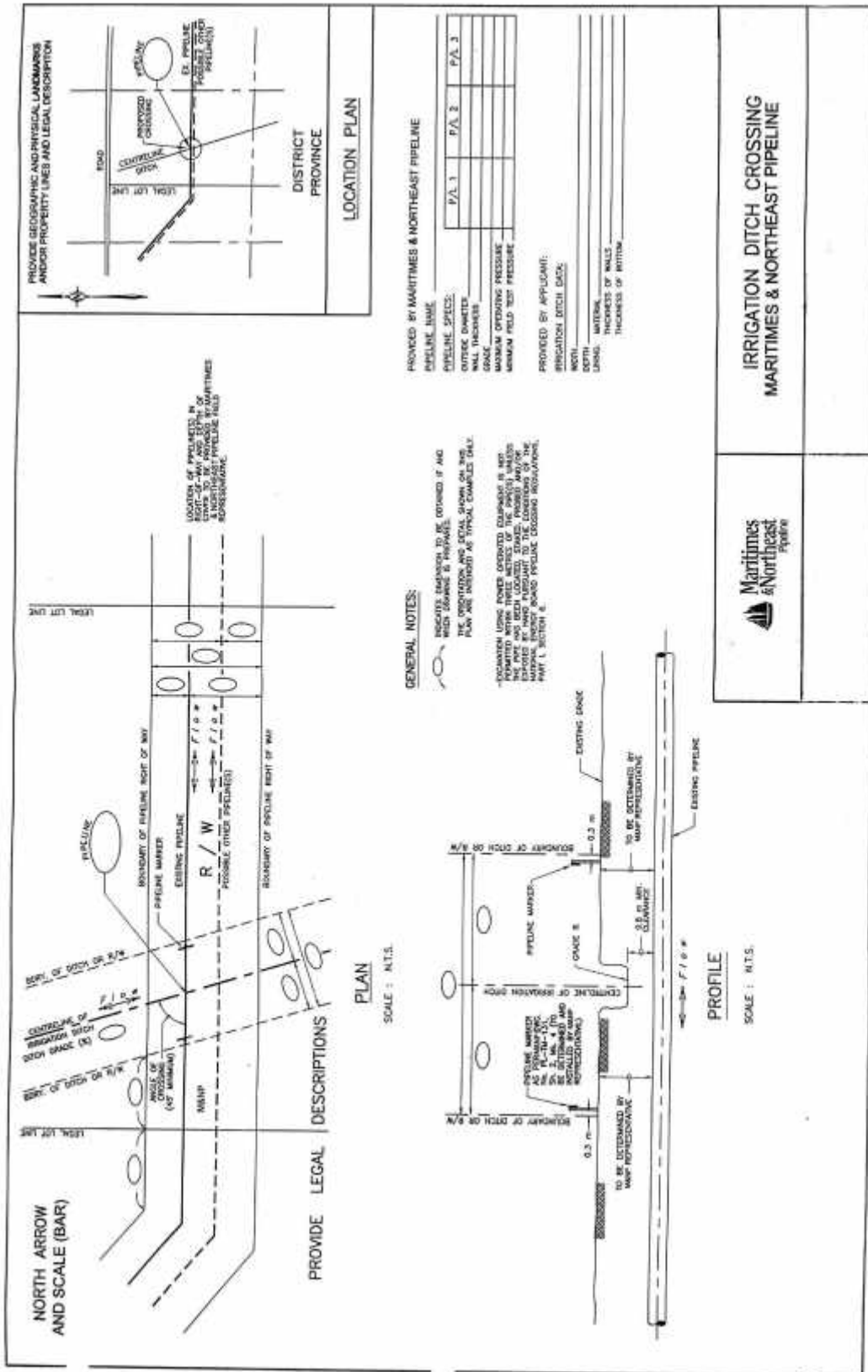
TYPICAL FOREIGN PIPELINE CROSSING
M&NP PIPELINE(S) AND DETAILS FOR
CONSTRUCTION AND FIELD INSTALLATION OF
CATHODIC PROTECTION TEST SITE.

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APPENDIX C

Forms and Agreements

- On-Site Approval Agreement (Form 142)
- Emergency Work Request Agreement (Form 200)
- Encroachment Agreement Sample


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Form 142 (Page 1)



On-Site Approval Agreement

Line No. _____ KP _____ PID _____ Sketch/Drawing Attached
 Line Size _____ Province _____ County _____ Photo Attached

PERSON/COMPANY REQUESTING PERMISSION ("ENCROACHER")

Name/Company _____
 Address _____
 Telephone _____ Fax _____
 Email _____ Locate Request No. _____
 Work Type _____
 Conditions of Approval _____

It is hereby acknowledged that:

1. Work is not to take place in the vicinity of Maritimes and Northeast Pipeline's (Company) facilities, including the pipeline right-of-way unless a Company representative is on site to monitor any excavation and backfill activities; and
2. Work must comply with the requirements of Company's Guideline TG-10C, and have been deemed not to require an Encroachment Agreement; and
3. The Company has provided a copy of the National Energy Board Pipeline Crossing Regulations to the Encroacher; and
4. The Encroacher clearly understands all markings left by the Company, and the area in which work is not permitted, without a Company representative being present to witness said work; and
5. The Encroacher shall provide the Company three (3) working days notice prior to initiating any work in the vicinity of the Company's facilities, including the pipeline right-of-way.

The Company grants its permission to the Encroacher to construct and maintain the Encroacher's Works subject to the following terms and conditions:

(1) Encroacher understands and agrees to the General Terms and Conditions for Pipeline Encroachments (Schedule "A" attached); and

(2) Pursuant to the National Energy Board Pipeline Crossing Regulations, Part 1, Section 4 (n)(i), the Encroacher may assign the agreement to a third party.

NEB Pipeline Crossing Regulations and Company Guidelines TG-10C Provided

AGREED AND CONSENTED to this _____ day of _____, 20____,

at the Municipality of _____, Province of _____, for the period

effective _____ to _____ only.

Date Date

Encroacher's Representative
(signature & title)

Maritimes & Northeast Pipeline Representative
(signature & title)

White: Lands and Public Awareness Coordinator Yellow: Applicant Pink: Lands Public Awareness File

Form 142 - On-Site Approval Agreement (Maritimes)-Rev Jul-2012_cw.xls

Guideline Name: *Requirements for Construction
Near Company Pipelines*

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Form 142 (Page 2)

SCHEDULE "A" GENERAL TERMS AND CONDITIONS FOR PIPELINE ENCROACHMENTS ON-SITE APPROVAL AGREEMENT

1. Capitalized words and terms used in these Terms and Conditions that are defined in the On-Site Approval Agreement and not otherwise defined herein shall have the same meaning as set forth in the On-Site Approval Agreement.
2. Encroacher shall:
 - (a) diligently carry out all activities in relation to Encroachers Works in accordance with good engineering and construction practices and in accordance with all laws, regulations, rules, orders, permits, licenses and other authorizations of any government or regulatory authority having jurisdiction;
 - (b) comply with all reasonable instructions given by the Company to the Encroacher from time to time including any instructions in respect of procedures required to lessen any detrimental effect that Encroachers Works may have on the pipeline(s) of the Company;
 - (c) subject to any contrary provision in the On-Site Approval Agreement, give the Company at least three days notice, excluding Saturdays, Sundays and statutory holidays, by telephone or in writing, of any activities the Encroacher intends to undertake in respect of the Encroachers Works;
 - (d) ensure that a complete copy of the On-Site Approval Agreement with all attachments including these Terms and Conditions is provided to Encroacher's contractors and/or excavators and that such contractors and/or excavators comply with all the terms and conditions of the On-Site Approval Agreement and such attachments including these Terms and Conditions.
 - (e) as soon as is reasonably practical after completion of construction of Encroacher's Works, restore the surface of the Encroachment Location as nearly as is practicable to the condition it was in immediately prior to the commencement of construction of Encroacher's Works;
 - (f) if required by the Company, have Encroacher's Works inspected by representatives of the Company before any regular use of Encroacher's Works;
 - (g) at its sole cost, maintain and repair Encroacher's Works and at all times keep Encroacher's Works in good condition and repair; and
 - (h) reimburse the Company upon request in respect of any costs incurred by the Company in exercising its rights or obligations under the On-Site Approval Agreement including these Terms and Conditions. The Encroacher acknowledges that the Company may utilize third party service providers in respect of any or all of such rights or obligations.
3. Encroacher shall immediately notify the Company's representative of any emergency that occurs at the Encroachment Location. The Company's representative and Encroacher shall mutually determine the procedures to be followed to minimize the impact of such emergency on Encroacher's Works and the pipeline. If Encroacher is unable to contact the Company representative, Encroacher shall call the Company's emergency number (1-888-444-6677) and give the Company's representative full particulars of the emergency. For the purposes of this paragraph, "emergency" means an unexpected situation that could endanger life or cause substantial property or environmental damage and that requires immediate action.
4. Encroacher shall indemnify and save harmless the Company from and against all actions, proceedings, claims, demands and costs which may be brought against or suffered by the Company or which it may sustain, pay or incur, by reason of or as a result of or in connection with Encroacher's Works at the Encroachment Location or the construction, operation, maintenance, repair, replacement or removal of such Encroacher's Works. Further, Encroacher shall indemnify and save the Company harmless from and against all taxes and assessments of any description whatsoever levied by any authority in respect of Encroacher's Works.
5. If Encroacher fails to complete any work or otherwise defaults in carrying out any of its obligations under the On-Site Approval Agreement including these Terms and Conditions, and Encroacher fails to complete any such work or otherwise to remedy any such default within 15 days after receiving notice from the Company to do so, the Company may, but shall not be obliged to, take such steps as it considers appropriate to complete such work or remedy such default and Encroacher shall pay to the Company on demand all costs incurred by the Company to complete such work and remedy any such default. Further, upon Encroacher's failure to remedy such default within 15 days after receiving notice from the Company to do so, the Company may, at its option, suspend for such period as it considers necessary the permission(s) given to Encroacher under the On-Site Approval Agreement, to terminate the On-Site Approval Agreement and all permission granted by the Company under the On-Site Approval Agreement, in either case by notice to Encroacher, all without prejudice to any other rights and remedies of the Company.
6. On the expiration or any termination of the On-Site Approval Agreement, Encroacher shall, at its expense remove such of the Encroacher's Works as the Company shall require and Encroacher shall restore the surface of the Encroachment Location as nearly as is practicable to the condition it was in immediately prior to the commencement of the construction of Encroacher's Works. The Company shall not be responsible for any cost of such removal or restoration.
7. The On-Site Approval Agreement and these Terms and Conditions set forth the entire agreement between the Company and Encroacher respecting the Encroachment of the pipeline(s) of the Company by Encroacher's Works at the Encroachment Location.
8. The Encroacher shall not sell, transfer, assign, lease or otherwise dispose of the land of Encroachment where the Encroachment Location is located, or any part thereof or interest therein, any interest in the Encroacher's Works or the benefit of the On-Site Approval Agreement and these Terms and Conditions, without in each case first obtaining and delivering to the Company an agreement in favour of the Company and in form and substance satisfactory to the Company whereby the purchaser, transferee, assignee, lessee or other person taking a disposition shall agree with the Company to assume, perform, observe and be bound by all the obligations and liabilities of Encroacher under the On-Site Approval Agreement and these Terms and Conditions, including this paragraph 8. Encroacher shall not grant any mortgage, charge or other encumbrance over the land of Encroacher where the Encroachment Location is located without obtaining from the mortgagee, chargee or other person taking the encumbrance an acknowledgement in form and substance satisfactory to the Company of the rights and obligations of the Company and Encroacher under the On-Site Approval Agreement and these Terms and Conditions. Subject to the foregoing, the On-Site Approval Agreement and these Terms and Conditions shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. No waiver of any breach of a covenant or provision of the On-Site Approval Agreement and these Terms and Conditions shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect of any other or future breach.
10. The On-Site Approval Agreement and these Terms and Conditions shall be interpreted by and construed in accordance with the laws of the Provinces of Nova Scotia & New Brunswick and the federal laws of Canada applicable therein.
11. If a party is comprised of more than one legal entity, references in the On-Site Approval Agreement and these Terms and Conditions to that party are references to each and all of such entities, jointly and severally.


Guideline Name: *Requirements for Construction
Near Company Pipelines*

Guideline Number: TG-010C

Date: 01/27/2017

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Form 200 (Page 1)

				<input type="checkbox"/> Sketch/Drawing Attached
Line No. _____	KP _____	PID _____		
Line Size _____	Province _____	County _____	<input type="checkbox"/> Photo Attached	
PERSON/COMPANY REQUESTING PERMISSION ("ENCROACHER")				
Name/Company _____				
Address _____				
Telephone _____	Fax _____			
Email _____	Locate Request No. _____			
Work Type _____				
Conditions of Approval _____				

It is hereby acknowledged that:				
1. The Encroacher is not in possession of a signed Encroachment Agreement; and				
2. Maritimes & Northeast Pipeline (Company) has provided a copy of the National Energy Board Pipeline Crossing Regulations to the Encroacher; and				
3. The Encroacher requests <u>immediate</u> permission to conduct construction activities in the vicinity of Company's facilities, including pipeline right-of-way; and				
4. Work being conducted under this agreement is "emergency work" and is being conducted to repair critical public infrastructure, or for public safety and it is not practicable to undergo the standard 72 hour notification process ; and				
5. The Encroacher shall give as much notice as practicable to the Company any time work is to take place on the Company's pipeline right-of-way, and work shall not take place on the right-of-way unless a Company representative is present to observe any excavation and backfill activities; and				
6. The Encroacher clearly understands all markings left by the Company, and the area in which work is not permitted, without a Company representative being present to witness said work.				
The Company grants its permission to the Encroacher to construct and maintain the Encroacher's Works subject to the following terms and conditions:				
(1) Encroacher understands and agrees to the General Terms and Conditions for Pipeline Encroachments (Schedule "A" attached); and				
(2) Pursuant to the National Energy Board Pipeline Crossing Regulations, Part 1, Section 4 (n)(i), the Encroacher may assign the agreement to a third party.				
<input type="checkbox"/> NEB Pipeline Crossing Regulations and Company Guidelines TG-10C Provided				
AGREED AND CONSENTED to this _____ day of _____, 20____				
at the Municipality of _____, Province of _____, for the period				
effective _____ to _____ only.				
Date Date				
_____ Encroacher's Representative (signature & title)			_____ Maritimes & Northeast Pipeline Representative (signature & title)	
White: Lands and Public Awareness Coordinator		Yellow: Applicant		Pink: Lands Public Awareness File

Form 200 - Emergency Work Request Agreement (Maritimes)-Rev Jul-2012_cw.xls

Guideline Name: *Requirements for Construction
Near Company Pipelines*

Guideline Number: TG-010C

Date: 01/27/2017

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Form 200 (Page 2)

SCHEDULE "A" GENERAL TERMS AND CONDITIONS FOR PIPELINE ENCROACHMENTS EMERGENCY WORK REQUEST AGREEMENT

1. Capitalized words and terms used in these Terms and Conditions that are defined in the Emergency Work Request Agreement and not otherwise defined herein shall have the same meaning as set forth in the Emergency Work Request Agreement.
2. Encroacher shall:
 - (a) diligently carry out all activities in relation to Encroachers Works in accordance with good engineering and construction practices and in accordance with all laws, regulations, rules, orders, permits, licenses and other authorizations of any government or regulatory authority having jurisdiction;
 - (b) comply with all reasonable instructions given by the Company to the Encroacher from time to time including any instructions in respect of procedures required to lessen any detrimental effect that Encroachers Works may have on the pipeline(s) of the Company;
 - (c) subject to any contrary provision in the Emergency Work Request Agreement, give the Company at least three days notice, excluding Saturdays, Sundays and statutory holidays, by telephone or in writing, of any activities the Encroacher intends to undertake in respect of the Encroachers Works;
 - (d) ensure that a complete copy of the Emergency Work Request Agreement with all attachments including these Terms and Conditions is provided to Encroacher's contractors and/or excavators and that such contractors and/or excavators comply with all the terms and conditions of the Emergency Work Request Agreement and such attachments including these Terms and Conditions.
 - (e) as soon as is reasonably practical after completion of construction of Encroacher's Works, restore the surface of the Encroachment Location as nearly as is practicable to the condition it was in immediately prior to the commencement of construction of Encroacher's Works;
 - (f) if required by the Company, have Encroacher's Works inspected by representatives of the Company before any regular use of Encroacher's Works;
 - (g) at its sole cost, maintain and repair Encroacher's Works and at all times keep Encroacher's Works in good condition and repair; and
 - (h) reimburse the Company upon request in respect of any costs incurred by the Company in exercising its rights or obligations under the Emergency Work Request Agreement including these Terms and Conditions. The Encroacher acknowledges that the Company may utilize third party service providers in respect of any or all of such rights or obligations.
3. Encroacher shall immediately notify the Company's representative of any emergency that occurs at the Encroachment Location. The Company's representative and Encroacher shall mutually determine the procedures to be followed to minimize the impact of such emergency on Encroacher's Works and the pipeline. If Encroacher is unable to contact the Company representative, Encroacher shall call the Company's emergency number (1-888-410-2220) and give the Company's representative full particulars of the emergency. For the purposes of this paragraph, "emergency" means an unexpected situation that could endanger life or cause substantial property or environmental damage and that requires immediate action.
4. Encroacher shall indemnify and save harmless the Company from and against all actions, proceedings, claims, demands and costs which may be brought against or suffered by the Company or which it may sustain, pay or incur, by reason of or as a result of or in connection with Encroacher's Works at the Encroachment Location or the construction, operation, maintenance, repair, replacement or removal of such Encroacher's Works. Further, Encroacher shall indemnify and save the Company harmless from and against all taxes and assessments of any description whatsoever levied by any authority in respect of Encroacher's Works.
5. If Encroacher fails to complete any work or otherwise defaults in carrying out any of its obligations under the Emergency Work Request Agreement including these Terms and Conditions, and Encroacher fails to complete any such work or otherwise to remedy any such default within 15 days after receiving notice from the Company to do so, the Company may, but shall not be obliged to, take such steps as it considers appropriate to complete such work or remedy such default and Encroacher shall pay to the Company on demand all costs incurred by the Company to complete such work and remedy any such default. Further, upon Encroacher's failure to remedy such default within 15 days after receiving notice from the Company to do so, the Company may, at its option, suspend for such period as it considers necessary the permission(s) given to Encroacher under the Emergency Work Request Agreement, to terminate the Emergency Work Request Agreement and all permission granted by the Company under the Emergency Work Request Agreement, in either case by notice to Encroacher, all without prejudice to any other rights and remedies of the Company.
6. On the expiration or any termination of the Emergency Work Request Agreement, Encroacher shall, at its expense remove such of the Encroacher's Works as the Company shall require and Encroacher shall restore the surface of the Encroachment Location as nearly as is practicable to the condition it was in immediately prior to the commencement of the construction of Encroacher's Works. The Company shall not be responsible for any cost of such removal or restoration.
7. The Emergency Work Request Agreement and these Terms and Conditions set forth the entire agreement between the Company and Encroacher respecting the Encroachment of the pipeline(s) of the Company by Encroacher's Works at the Encroachment Location.
8. The Encroacher shall not sell, transfer, assign, lease or otherwise dispose of the land of Encroachment where the Encroachment Location is located, or any part thereof or interest therein, any interest in the Encroacher's Works or the benefit of the Emergency Work Request Agreement and these Terms and Conditions, without in each case first obtaining and delivering to the Company an agreement in favour of the Company and in form and substance satisfactory to the Company whereby the purchaser, transferee, assignee, lessee or other person taking a disposition shall agree with the Company to assume, perform, observe and be bound by all the obligations and liabilities of Encroacher under the Emergency Work Request Agreement and these Terms and Conditions, including this paragraph 8. Encroacher shall not grant any mortgage, charge or other encumbrance over the land of Encroacher where the Encroachment Location is located without obtaining from the mortgagee, chargee or other person taking the encumbrance an acknowledgement in form and substance satisfactory to the Company of the rights and obligations of the Company and Encroacher under the Emergency Work Request Agreement and these Terms and Conditions. Subject to the foregoing, the Emergency Work Request Agreement and these Terms and Conditions shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
9. No waiver of any breach of a covenant or provision of the Emergency Work Request Agreement and these Terms and Conditions shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect of any other or future breach.
10. The Emergency Work Request Agreement and these Terms and Conditions shall be interpreted by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.
11. If a party is comprised of more than one legal entity, references in the Emergency Work Request Agreement and these Terms and Conditions to that party are references to each and all of such entities, jointly and severally.

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Encroachment Agreement (Page 1)

(Date)

(Encroacher)

(Title)

(Department)

(Address)

SUBJECT: Consent Agreement for your proposed Encroachment of Maritimes & Northeast Pipeline _____, KP _____ to KP _____, in the County of _____, in the Province of _____

Maritimes & Northeast Pipeline "The Company" has reviewed the proposed Encroachment and will consent to it.

In consideration of the Company consenting to the Encroachment, we ask that you agree to the following conditions precedent:

1. That you will comply with the general conditions for consent in Schedule "A", attached hereto;
2. That you and your contractor will install the Encroachment strictly in the manner described in the Company's Transmission Guideline TG-10C, attached hereto;
3. That the Encroachment will be designed and constructed strictly in accordance with your (Drawing Number) approved by the Company attached as hereto;
4. That the Encroachment will be completed within one (1) year of the date of this letter, otherwise this consent will terminate and a new application will be required.
5. That as per Schedule "A", Section 5, Encroacher shall submit certificates or other evidence of such current insurance to the Company prior to any work commencing for the Encroachment.

Please sign and return all three (3) copies of the agreement, including the four (4) copies of the enclosed drawing and schedules. We will subsequently sign the copies of the agreement and will return two (2) for your use. Please ensure that a copy is sent to the persons who will be performing this work and that it is available "on-site". Installation of the Encroachment can then proceed after giving a minimum of three (3) business days advance notice to _____ at _____.

This Encroachment Agreement and Schedule "A", TG-10C and any attachments constitute the entire Encroachment Agreement between the Company and the Encroacher and any change or alteration hereof shall be made in writing between the parties.

Yours very truly,

MARITIMES & NORTHEAST PIPELINE

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Encroachment Agreement (Page 2)

(name of approver)
(title)

Read and agreed to at _____ this _____ day of

ENCROACHER:

(Encroacher name)

I have the authority to bind the corporation

WITNESSED BY:
()
()
()
()
()

Guideline Name: <i>Requirements for Construction Near Company Pipelines</i>	Guideline Number: TG-010C	
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Encroachment Agreement (Page 3)

SCHEDULE 'A'

General Conditions for Encroachment Consent

1. In this agreement:
 - (a) the term "Encroacher" refers to the person(s) who will own, operate and maintain the Facility;
 - (b) the term "Contractor" means the person(s) who constructs and installs the Facility;
 - (c) the term "Facility" refers to the works of the Encroacher as described in the covering letter-agreement to this Schedule;
 - (d) the term "Encroachment" refers to the Encroachment of the Company's pipeline(s) by the Facility at the location described in the covering letter-agreement to this Schedule.
2. The Company consents to the Encroachment to the extent that it has the right to do so and the Encroacher shall be responsible for obtaining all other applicable approvals, permits, orders and permissions required to construct and install the Facility.
3. Encroacher agrees to comply with all applicable rules, orders, regulations, codes and guidelines of any competent government body or organization affecting the design, installation, construction and operation of the Facility.
4. Encroacher agrees to indemnify and save harmless the Company against any claims, demands, actions, suits, proceedings, damages, injuries (including injuries resulting in death) that may arise as a result of the construction, installation and operation of the Facility.
5. In connection with Clause 4, above, Encroacher, or Contractor, at its own expense shall carry and keep in full force and effect;
 - (a) Comprehensive General Liability insurance with an inclusive limit for personal injury and property damage of Five Million dollars (\$5,000,000.00), and;
 - (b) Automobile Liability Insurance ("owned" and "non-owned") with an inclusive limit for bodily injury (including passengers) and property damage of One Million dollars (\$1,000,000.00).

Encroacher shall submit certificates or other evidence of such insurance to the Company prior to any work commencing for the Encroachment.
6. Encroacher agrees to personally perform the installation and construction of the Facility or else to closely supervise its installation and construction by a duly qualified contractor(s) and to ensure that said contractor(s) complies with all terms and conditions of this agreement.

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Near Company Pipelines*

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Date: 01/27/2017

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Encroachment Agreement (Page 4)

7. The Encroacher shall pay forthwith upon presentation of an invoice by the Company, all reasonable costs incurred by the Company for:
 - (a) Review, approval and inspection of the Encroachment;
 - (b) Reinforcing, modifying or relocating the Company's pipeline(s) to accommodate the installation of Encroacher's Facility or the maintenance and repair of its Facility;
 - (c) Any reasonable incremental costs incurred by the Company in the operation, maintenance, replacement and repair of its pipeline(s) which are caused by the Encroachment.
8. The terms and conditions of this consent shall apply to the construction and installation of the Facility and any future maintenance work that may be required.
9. This consent is for the Facility only as approved by the Company and any additional works or facilities proposed by the Encroacher shall be the subject of a separate agreement.
10. Encroacher hereby agrees and acknowledges that its rights in the Encroachment are subordinate to the easement agreement(s) of the Company that have been registered or obtained prior to this date and Encroacher shall cooperate with all reasonable requests made by the Company related to the operation, maintenance and repair of the Company's pipeline(s) within the easement(s).
11. In the case of default by the Encroacher to carry out any of the provisions of this agreement or if the condition of Encroacher's Facility has deteriorated and adversely affects the operation of the Company's pipeline(s), the Company may give written notice thereof. If the Encroacher fails to take all reasonable steps to remedy the default or the deterioration of the Facility within fifteen (15) days after receipt of the written notice by the Company, the Company may take such steps necessary to remedy the default or deterioration and Encroacher shall be liable for and shall pay forthwith all reasonable costs incurred by the Company in this regard.
12. All notices required to be given hereunder shall be delivered by registered mail or facsimile to the addresses shown on the covering letter-agreement and shall be deemed to be received on the fifth (5th) day following mailing thereof or upon confirmation of facsimile transmission.
13. This agreement shall be governed in accordance with the laws of the province in which the Encroachment is situated.
14. Neither party to this agreement shall assign or transfer their rights and obligations hereunder to a third party without first obtaining the written consent of the other party.

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Encroachment Agreement (Page 5)

15. The rights and obligations of the parties hereto shall terminate upon the earlier of:
- (a) two (2) years from the date hereof if the Encroacher has not completed the construction and installation of the Facility and restoration of the lands affected by the Encroachment; or
 - (b) upon the proper abandonment or removal of the Facility and restoration of the lands to a condition acceptable to the Company and the owner of the property where the Encroachment is situated.
16. If any part of this agreement shall become null and void by virtue of law or governmental regulation, it shall be severed from the agreement, but the remaining terms and conditions shall remain in full force and effect.

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APPENDIX D**SUMMARY CHECKLIST FOR POTENTIAL EXCAVATORS**

An Encroachment Agreement or an On-Site Approval Agreement is required by the Company for all third party excavations occurring within the Company’s pipeline right-of-way or 30 metre National Energy Board (NEB) Safety Zone. The third party shall adhere to the requirements of the Company’s TG-10C, “Requirements For Construction Near Company Pipelines” and the NEB Damage Prevention Regulations. A minimum of 10 days notification is required prior to beginning any construction activities within the 30 metre NEB Safety Zone.

No excavation or backfill activities are to occur without the Company representative onsite to monitor these activities.

Preliminary Third Party Responsibilities

- The third party shall ensure notification is submitted to the Company via one-call where available or by calling 1-888-444-6677 to allow the appropriate time for response by the involved parties.
- The third party shall designate a spotter dedicated solely to excavation and backfill activities.
- The third party shall provide an excavation plan to the Company representative for approval prior to beginning any excavation activities as outlined in this document.
- The third party shall review this document with all participants in the excavation and ensure the understanding of the requirements.

Third Party Excavation & Backfill Activities

- Bucket teeth shall be barred and side cutters removed.
- The third party shall ensure the excavation is in compliance with COSH and NEB regulations.
- The excavator shall be positioned parallel to the Company’s pipeline to safely excavate the pipeline.
- A line locator and/or probe bar shall be used to maintain the minimum tolerance zone until the top and side of the pipeline is exposed.
- Soft digging equipment shall be required at the third party’s expense for excavating within the minimum tolerance zone unless otherwise agreed.
- The third party shall continue to probe during the excavation process to ensure no unknown facilities are damaged until the final ditch grade is achieved.

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- Ample time shall be provided to allow the Company representative to perform relevant inspections prior to proceeding with backfill operations.

Third Party Documentation

- An as-built drawing/sketch of the final completed foreign facility shall be provided to the Company as outlined in this document.

Company Responsibilities

- The Company's representative will ensure the excavation plan and safety requirements are reviewed with the third party equipment operator prior to any excavation activity.
- Provide third party with a copy of this document and the NEB Damage Prevention Regulations.
- The Company representative shall have the authority to stop work at any time.
- The Company representative shall establish the tolerance zone for use of mechanical equipment in the vicinity of the Company's pipeline as outlined in this document.
- The Company is required to notify the National Energy Board of any unauthorized excavations within the NEB 30 metre safety zone or an unauthorized crossing of the Company's pipeline.