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**File No. 87362.77**

March 11, 2024

**DELIVERED BY EMAIL**  
**jaime\_evaskevich@tcenergy.com**

**WITH PREJUDICE**

Jaime Evaskevich  
TransCanada Pipelines Limited  
450 - 1 Street SW  
Calgary, AB T2P 5H1

Dear Ms. Evaskevich

**Re: The Regional Municipality of Peel (the “Region”) Mississauga Road (Regional Road 1) Widening from Bovaird Drive West to Mayfield Road (the “Project”) TransCanada Pipelines Limited (“TCPL”) Crossing Agreement**

As you are aware, we are counsel to the Region in the above-noted matter. The Region and TCPL have been unable to negotiate the execution of a Crossing Agreement for the Project despite the Parties’ efforts since the beginning of October 2023. The Region would like to acknowledge TCPL’s efforts in this regard but believes that the Parties are at an impasse.

The Region recently received an updated schedule from its construction contractor. Construction has been delayed and a Crossing Agreement is not anticipated to be needed until June 1, 2024.

The Project, which is an essential component of infrastructure expansion in Peel, requires an investment of over \$100 million dollars by taxpayers in Ontario to accommodate rapid population growth and housing development in Ontario. Receiving the requested Crossing Agreement in a timely manner is essential to maintaining the current construction schedule.

Enclosed is the general form of Crossing Agreement the Region will be filing with and seeking approval from the Canada Energy Regulator (“**CER**”) on March 18, 2024, which may be modified for each of the crossing activities. The Region is of the view that only “activities” require authorization from TCPL, which the CER defines as:<sup>1</sup>

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<sup>1</sup> CER, “Conducting activities near a CER-regulated pipeline: obtaining authorization”, consulted on February 29, 2024, online: <<https://www.cer-rec.gc.ca/en/safety-environment/damage-prevention/conducting-activities-near->

- conducting an activity that would cause a ground disturbance, or the construction of a facility across, on, along or under a pipeline, within the prescribed area; and
- the operation of a vehicle or mobile equipment across a pipeline (crossing a pipeline), except where the vehicle or equipment is operated within the travelled portion of a highway or public road.<sup>2</sup>

The Region notes that *Canadian Energy Regulator Pipeline Damage Prevention Regulations* do not require TCPL's authorization or approval for commercial terms. Any commercial disputes do not need to be dealt with now. The Crossing Agreement, as drafted, is reserving the Region's right to have costs apportioned by the CER, as was previously agreed to by TCPL.

The Region would appreciate TCPL's cooperation with the CER application to narrow the issues for determination and expedite the process. The Region proposes bringing the following expedited process to the CER:

1. The Region is constructing a road widening of Mississauga Road from Bovaird Drive West to Mayfield Road, a gravel road, a pathway and a concrete stormwater pipeline (the "Project") that all intersect and cross TCPL's pipelines known as Line 200-2 and 200-3.
2. The Region is applying to the CER for an Order under section 335(4) of the Canadian Energy Regulator Act and section 14 of the *Canadian Energy Regulator Pipeline Damage Prevention Regulations – Authorizations* giving directions by June 1, 2024:
  - a. governing the design, construction, operation and abandonment of the Project being constructed across, on, or along TCPL's pipelines;
  - b. authorizing the construction of the Project being constructed across, on, or along or TCPL's pipelines;
  - c. authorizing ground disturbances within the prescribed area of TCPL's pipelines;
  - d. authorizing the operation of vehicles or mobile equipment across TCPL's pipelines;
  - e. governing the measures to be taken in relation to (a), (b), (c) and (d); and
  - f. governing the apportionment of costs directly incurred as a result of the construction or disturbance authorized, which determination shall be held in abeyance until after the issuance of the direction(s) in (a), (b), (c), (d) and (e) and until notice is provided by either party requiring such a cost apportionment determination. The Parties want an opportunity to explore a negotiated resolution first.
3. Due to the urgency of the requested relief, the Parties are agreeing to the following expedited process and narrow issue for determination by the CER:

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pipelines/#s2>; See also *Canadian Energy Regulator Pipeline Damage Prevention Regulations - Authorizations*, SOR/2016-124

<sup>2</sup> Canadian Energy Regulator Act, SC 2019, c 28, s 10, s.335(2)(b)

- a. March 18, 2024 – The Region files a proposed form of Crossing Agreement(s) and a maximum three-page submission on the form of Crossing Agreement and requested authorizations in section 2(a), (b), (c), (d) and (e) above.
  - b. March 25, 2024 – TCPL files, if required, a proposed form of Crossing Agreement(s), a blackline with the Region’s Crossing Agreement and a maximum three-page reply submission on the form of Crossing Agreement and requested authorizations in section 2(a), (b), (c), (d) and (e) above.
  - c. April 2, 2024 – The Region files, if required, a revised form of Crossing Agreement, a blackline with TCPL’s Crossing Agreement and a maximum three-page rebuttal submission on the form of Crossing Agreement and requested authorizations in section 2(a), (b), (c), (d) and (e) above.
4. The Parties believe that many of the terms of the Crossing Agreement are not in dispute and the remaining issues are narrow. Thus, the Parties are requesting that the CER issue a decision by June 1, 2024 determining the form of Crossing Agreement and any other directions necessary in relation to the relief requested in section 2(a), (b), (c), (d) and (e) above.

The Region reminds TCPL that the CER process above does not need to be expedited if TCPL issues Stage 2 (of 5) authorization to Dufferin Construction Company (“**Dufferin**”) as it applied for many months ago. In short, Stage 1 authorization, which has already been issued, involves TCPL permitting the construction of a detour road and Stage 2 involves improvement to the west side of Mississauga Road while traffic is on the detour road. I am advised that if TCPL can issue this Phase 2 approval to Dufferin, this will delay the need for the Crossing Agreement by approximately 1.3 years. We are willing to provide further detail if required.

We look forward to hearing from you regarding the foregoing as the Region intends to proceed with the CER filing on March 18, 2024.

Yours truly,

**BORDEN LADNER GERVAIS LLP**



Colm Boyle

CB/

**TC Energy**

450 - 1 Street S.W. Calgary, AB  
Canada, T2P 5H1  
Tel: 1-877-872-5177  
crossings@tcenergy.com



[●]

Sent via email: [●]

**The Regional Municipality of Peel**  
c/o Dufferin Construction Company

Dear Applicant:

**RE: Crossing Agreement between TransCanada PipeLines Limited and The Regional Municipality of Peel**  
**Location: Mississauga Road (Regional Road 1) Widening from Bovaird Drive West to Mayfield Road**  
**GPS: from 43.67408, -79.83864 to 43.67289, -79.83848**  
**Crossing ID: D-35538-1**  
**Your File: not provided**  
**Our File: E11-79**

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Enclosed please find our finalized Crossing Agreement (the "**Agreement**") pursuant to your application request. No change, modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the authorized representative(s) of both parties.

**Please review the Agreement, ensuring the completion of the Notices Section in the main body of the Agreement, and the Field Representative Contact Information section in Schedules B and E, then attend to the execution of same by an authorized representative of your organization. Once signed, return a fully executed copy to our office via email at crossings@tcenergy.com.**

**Please note:** Grantor's Facility is subject to the jurisdiction of the Canada Energy Regulator ("**CER**"). As such, in carrying out activities contemplated under this Agreement, the Parties must comply with the *Canadian Energy Regulator Act* (the "**Act**"), the *Canadian Energy Regulator Pipeline Damage Prevention Regulations – Authorizations* and the *Canadian Energy Regulator Pipeline Damage Prevention Regulations – Obligations* (individually and collectively the "**Damage Prevention Regulations**") and all other applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of a governmental authority with jurisdiction over the applicable subject matter.

In addition, the CER has the authority, through the *Administrative Monetary Penalties Regulations*, to impose financial penalties on companies or individuals for not adhering to regulatory requirements as they apply to safety or environmental protection.

The Act and the Damage Prevention Regulations can be accessed from the CER's website at [www.cer-rec.gc.ca](http://www.cer-rec.gc.ca).

A fully executed copy of this Agreement must be on site during construction and prior to notice being provided to Grantor's representative(s).

**Please provide** three (3) business days' notice prior to construction to Grantor's Field Representative(s):

<b>Field Representative:</b>	<b>Cell Phone:</b>	<b>Email:</b>
Tung Hannah	647-218-5206	tung_hannah@tcenergy.com

**Please provide** the same notice to your Provincial One-Call provider at [www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com).

**Please note** that the Grantor's underground facilities **must be positively identified to Grantor's satisfaction, prior to the start of any construction activities**. The Grantor's representative(s) have the authority to stop work at any time due to safety, environmental or operational concerns and/or unforeseen circumstances or emergency events. Any request made by Grantor's representative(s) for protection of facility shall be abided by promptly.

If further information is required, please do not hesitate to contact the undersigned.

Yours truly,

Vanessa J. Friesen  
Crossing Analyst

Enclosures

**CROSSING AGREEMENT  
(PIPELINES, UTILITIES, ROADS, RAILWAYS)**

**This Agreement** is made effective as of [●].

Between

**TransCanada PipeLines Limited (“Grantor”)**

and

**The Regional Municipality of Peel (“Grantee”)**

(each a **“Party”** and collectively, **“Parties”**)

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- A. Grantor owns and operates a pipeline transmission system within Canada pursuant to the *Canadian Energy Regulator Act* S.C. 2019, c.28 and its regulations as amended or replaced from time to time (the “Act”). The Act is administered by the Canada Energy Regulator.
- B. Also administered by the Canada Energy Regulator are the *Canadian Energy Regulator Pipeline Damage Prevention Regulations – Authorizations* which establish the requirements for authorization of activities near pipelines and the construction of a Facility across, on, along or under a pipeline;
- C. Also administered by the Canada Energy Regulator are the *Canadian Energy Regulator Pipeline Damage Prevention Regulations – Obligations of Pipeline Companies*, which define a set of responsibilities for pipeline companies which are necessary to ensure safety during activities near the pipeline;
- D. Grantor holds one or more rights-of-way on the Lands for its Facilities described in Schedule “A” attached hereto.
- E. Grantee has requested, and Grantor hereby grants consent to Grantee, to perform certain Work and/or Activities on the Lands within the Crossing Area in accordance with the terms and conditions as described herein and in Schedules “A”, “B”, “C”, “D” and “E” attached hereto.
- F. The Parties wish to define their respective rights, obligations and liabilities with respect to their operations in the Crossing Area.

In consideration of the premises, mutual covenants and agreements herein contained, the Parties agree that their respective operations in the Crossing Area shall be governed by this Agreement as herein described.

**1. DEFINITIONS**

In this Agreement, including in the recitals, the following definitions apply:

- (a) **“Activities”** means any temporary activities conducted by Grantee including without limitation any temporary vehicle/equipment crossings or activities associated with temporary workspace in the Crossing Area;
- (b) **“Agreement”** means this Crossing Agreement, together with the following Schedules including any amendments thereto:
  - (i) Schedule “A” – Details of Lands, Location Plan(s) and Profile(s);
  - (ii) Schedule “B” – General Terms and Conditions

- (iii) Schedule “C” – Specific Terms and Conditions for Work (Type of Installation);
  - (iv) Schedule “D” – Specific Terms and Conditions for Activities (Temporary Vehicle/Equipment Crossing and/or Temporary Workspace);
  - (v) Schedule “E”- Specific Terms and Conditions for Ongoing Maintenance of Grantee’s Facility
- (c) **“Cost Apportionment”** has the meaning given to it in section 23;
  - (d) **“Crossing Area”** means the area(s) where Grantee’s Facility and/or Work or Activities intersect with Grantor’s Lands or Rights-of-Way within the Lands as shown on Schedule “A” attached hereto;
  - (e) **“Facility”** means any highway, public or private road, railway, irrigation ditch, drain, drainage system, sewer, dike, utility, telephone line, telegraph line, telecommunication line, underground line for the transmission of electricity or pipeline for the transmission of hydrocarbons or any other substance;
  - (f) **“Field Representative”** means the individual listed in Schedule “B” attached hereto;
  - (g) **“Grantee’s Facility”** means the Facility or multiple Facilities to be constructed by Grantee upon, over or under the Lands within the Crossing Area;
  - (h) **“Grantor’s Facility”** means a pipeline – including all branches, extensions, tanks, reservoirs, storage or loading facilities, pumps, racks, compressors, interstation communication systems, real or personal property, or immovable or movable, and any connected works – that connects at least two provinces or extends beyond the limits of a province, that is used or is to be used for the transmission of oil, gas or any other commodity. It does not however include a sewer or water pipeline that is used or is to be used solely for municipal purposes;
  - (i) **“Ground Disturbance”** means any work, operation or activity either in the Right-of-Way or outside the Right-of-Way but still in the Prescribed Area that results in an addition to or reduction of the earth cover on the ground, including but not limited to excavating, digging, trenching, plowing, ditching, boring, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, pounding posts, augering, backfilling, blasting, and stripping topsoil but does not include the installation of survey flags;
  - (j) **“Lands”** means the lands described in Schedule “A” attached hereto;
  - (k) **“Laws”** means all codes, statutes, laws, regulations, permits, licenses, orders and directives of a governmental authority with jurisdiction over the applicable subject matter;
  - (l) **“Maintenance”** means any work done by Grantee to its Facility after it has been constructed;
  - (m) **“Pipe”** means a pipe that is part of a pipeline and that is used or is to be used for the transmission of hydrocarbons and any other commodity;
  - (n) **“Pipeline Work Agreements”** means the pre-engineering agreement dated June 22, 2021, the engineering, procurement and construction agreement dated November 29, 2022, the facility crossing agreement dated November 3, 2011, the crossing agreement dated [redacted] with crossing ID D-35538-2, the facility installation agreement dated [redacted] with crossing ID D-35538-4, and the crossing agreement dated [redacted] with crossing ID D-35538-3.
  - (o) **“Prescribed Area”** means the strip of land measured thirty (30) metres perpendicularly on each side from the centreline of Grantor’s Pipe;
  - (p) **“Right-of-Way”** means (i) the easement or right-of-way held by Grantor within which Grantor’s Facility is located; or (ii) where Grantor does not have a registered easement or right-of-way for its Facility within the Crossing Area (such as may be the case where Grantor’s Facility crosses a road or railway), means the corridor of land as wide as the registered easement or right-of-way held by Grantor on either side of the Crossing Area; and

- (q) **"Work"** means the work performed by Grantee associated with the installation of its Facility within the Crossing Area, and more particularly as described in Schedules "A", "B" and "C" attached hereto.

## **2. METHOD OF INTERPRETATION**

- 2.1. Unless a term or provision, if acted upon, would result in a violation of any code, statute, law, regulation, permit, license, or governmental order, the following shall apply:
- (a) If any term or provision contained in the body of this Agreement conflicts with a term or provision contained in any Schedule, the term or provision in the Schedule shall prevail.
  - (b) If any term or provisions of Schedule "B" and Schedule "C" conflict, Schedule "C" shall prevail over Schedule "B".
  - (c) In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.
  - (d) The headings of all sections of this Agreement, including the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

## **3. GRANTOR'S CONSENT**

- 3.1. Grantor hereby consents to Grantee performing Work and/or Activities in the Crossing Area, on and subject to the terms and conditions of this Agreement.

## **4. TERM OF CONSENT**

- 4.1. If Grantee has not started the Work and/or Activities within 2 years of the date of this Agreement, then this Agreement shall automatically terminate on the date that is 2 years from the date of this Agreement.
- 4.2. If Grantee starts the Work and/or Activities within 2 years of the date of this Agreement but does not complete the Work and/or Activities (including all restoration of the Crossing Area) within 3 years of the date of this Agreement, then Grantee is not permitted to perform any Work and/or Activities and Grantee must seek the written consent of Grantor (on 90 days' notice) to perform any Work and/or Activities.
- 4.3. Notwithstanding the expiry of Grantor's consent, the parties shall remain subject to their obligations in the other sections of this Agreement.

## **5. ADDITIONAL FACILITY/ OTHER WORK OR ACTIVITIES**

- 5.1. The construction of any Facility by Grantee or the need to conduct any work and/or activities other than those set out in this Agreement shall require a separate crossing agreement.

## **6. NO LAND RIGHTS**

- 6.1. Neither the rights granted to Grantee by this Agreement nor any of the privileges or obligations in connection therewith shall run with the Lands of Grantor or be considered a sublicense of any land right of the Grantor. Grantee agrees not to file any caveat, notice, caution or other document whatsoever with any Land Titles or Registry office or to otherwise encumber Grantor's title to the Lands or Grantor's Rights-of-Way registered against the Lands.

## **7. COMPLIANCE WITH LAWS**

- 7.1. The Parties will comply with all Laws.
- 7.2. The minimum applicable technical standards Grantee is required to comply with under Laws shall apply to Grantee's Work unless more stringent standards are provided for in this Agreement or are imposed by an authority having jurisdiction.

7.3. If compliance with any provision of this Agreement would result in violation of any Law, the Law prevails and this Agreement will be deemed to be amended accordingly.

## **8. EMERGENCY**

8.1. In case of an emergency, Grantee must make an emergency locate request through the applicable one-call or notification centre and notify Grantor by calling Grantor's emergency number 1-888-982-7222 as soon as possible before undertaking any emergency response activities.

## **9. GENERAL CONDITIONS**

9.1. The following terms and conditions shall apply:

- (a) Grantee shall carry out all Work and Activities in a proper and diligent manner and in accordance with good engineering and construction practices;
- (b) Grantee shall ensure that the Work and Activities are carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Grantor and in accordance with what is set out in Schedules "A", "B"; "C", "D" and "E" hereto;
- (c) Grantee shall provide supervision/oversight of any contractors, consultants, or other agents performing Work and/or Activities relating to Grantee's proposed Facility;
- (d) Grantee shall ensure that all persons working on their behalf, including employees, contractors and subcontractors are informed of their obligations under the *Canadian Energy Regulator Pipeline Damage Prevention Regulations – Authorizations* prior to those persons conducting any Work, Activities or Ground Disturbance.
- (e) Any work or activities within the Prescribed Area not consented to by Grantor as set out in this Agreement will be considered an unauthorized activity and will be reported to the Canada Energy Regulator;
- (f) The whole of the cost of the Work and/or Activities with respect to Grantee's Facility shall be borne by Grantee. Grantor shall not be responsible for any costs or expenses for the Work and/or Activities in respect of Grantee's Facility;
- (g) Prior to accessing Grantor's Lands and/or Rights-of-Way, Grantee shall be responsible for obtaining and maintaining, at Grantee's sole cost and expense, all permits, approvals and licenses as the case may be, under Laws, required to conduct the Work and/or Activities in respect of Grantee's Facility. Grantee shall also be responsible for obtaining, at its sole cost and expense, all necessary approvals, consents and permits from any other parties with an interest in the Lands;
- (h) Grantee is responsible for proper and timely maintenance of its Facilities; and
- (i) Grantee shall notify the Grantor, in writing, of any proposed abandonment, decommissioning or removal of Grantee's Facility.

## **10. FUTURE MAINTENANCE OF GRANTEE'S FACILITY**

10.1. Grantee is hereby authorized to conduct ongoing work to maintain its Facility once it has been constructed, subject to the terms and conditions set out in Schedule "E".

## **11. GRANTOR'S RIGHTS**

- (a) Grantor's Field Representative(s) shall have the authority to stop Work and/or Activities at any time due to safety, environmental or operational concerns and/or unforeseen circumstances or emergencies;



- (b) Grantor shall have the right to have its Field Representative on-site at any time Grantee or its employees, officers, directors, contractors, agents and representatives access or use or perform Work and/or Activities on Grantor's Lands and/or Rights-of-Way, including within the Crossing Area, to address issues regarding Grantor's Facility or property and to ensure compliance with any conditions or provision set out in this Agreement or which Grantor may communicate to Grantee from time to time pertaining to the access and use of Grantor's Lands and/or Rights-of-Way, including within the Crossing Area;
- (c) Grantor's attendance on-site to ensure compliance with any conditions or provision set out in this Agreement shall not be interpreted as constituting or creating any assignment of Grantee responsibilities at law or under the Agreement. Grantee remains at all times responsible for its own Work, processes and supervision of its personnel. Further, where Grantee is designated or deemed the prime contractor under applicable occupational health and safety legislation over the worksite where Grantee is conducting its Work, Grantor's on-site attendance or general observation of Grantee's Work and/or Activities, including the reporting by Grantor to Grantee of safety or security concerns, or Grantor's decision to stop Work in accordance with section 11(a) shall not relieve Grantee of its responsibilities and obligations, including Grantee responsibilities as prime contractor, under applicable occupational health and safety legislation;
- (d) Grantor's patrols of Grantor's property or Grantor's Facility may result in Grantor making observations of Grantee's Work and/or Activities and Grantor will report any security, safety or other concerns to Grantee in writing. Grantee shall promptly remedy such security, safety or other concerns reported to it and report such remedy in writing to Grantor as soon as reasonably practicable;
- (e) The costs associated with the location and identification of Grantor's Facility and/or the supervision or monitoring of Work and/or Activities in the Crossing Area shall not be charged to Grantee for short term Work and/or Activities completed within three (3) business days. However, if Grantee's Work extends past three (3) business days, such commercially reasonable costs may be charged to Grantee at Grantor's sole discretion.

## **12. REMEDY ON DEFAULT**

- 12.1. In the case of default by Grantee in carrying out any of the provisions of this Agreement, Grantor may give written notice thereof to Grantee. If Grantee fails to commence to remedy such default within fifteen (15) days after receipt of such written notice and diligently complete such remedy thereafter, Grantor may, but has no obligation to, either: (i) take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying the default; and/or (ii) terminate this Agreement. In the case of an emergency, Grantor may, but has no obligation to, immediately take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying the default.

## **13. LIABILITY AND INDEMNITY**

- (a) Liability
  - (i) Grantee shall be liable to Grantor for all loss, damages and expenses which Grantor may suffer, sustain, pay or incur by reason of any act or omission in respect of Grantee's use of the Lands and/or Crossing Area, Grantee's Work, Activities, Maintenance, or operation of its Facility (or any one of them) or breach of this Agreement by Grantee, its servants, agents, contractors, subcontractors or employees, except to the extent that such loss, damage or expenses were caused by the negligence, wilful misconduct or breach of this Agreement by the Grantor.
  - (ii) Grantor shall be liable to Grantee for all loss, damages and expenses which Grantee may suffer, sustain, pay or incur by reason of any act or omission in respect of Grantor's use of the Lands and/or Crossing Area, or the Grantor's work, activities, maintenance or operation of its Facility (or any one of them) or breach of this Agreement by the Grantor, its servants, agents, contractors, subcontractors or employees, except to the extent that such loss, damage or expenses were caused by the negligence, wilful misconduct or breach of this Agreement by Grantee.

(b) Indemnity

- (i) Grantee shall indemnify and save harmless Grantor against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Grantor or which it may sustain, pay or incur, by reason of any act or omission in respect of Grantee's use of the Lands and/or Crossing Area, Work, Activities, Maintenance, or operation of its Facility (or any one of them) or breach of this Agreement by Grantee, its servants, agents, contractors, subcontractors or employees, except to the extent that such action, claim, demand or cost was the result of the negligence wilful misconduct or breach of this Agreement by the Grantor.
  - (ii) Grantor shall indemnify and save harmless Grantee against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Grantee or which it may sustain, pay or incur, by reason of any act or omission in respect of Grantor's use of the Lands and/or Crossing Area, work, activities, maintenance or operation of its Facility (or any one of them) or breach of this Agreement by the Grantor, its servants, agents, contractors, subcontractors or employees, except to the extent that such action, claim, demand or cost was the result of the negligence wilful misconduct or breach of this Agreement by Grantee.
- (c) Notwithstanding sections 13(a) and 13(b) under no circumstances and in no event shall either Party be liable to the other Party in contract, tort (including negligence or breach of statutory duty) or otherwise, whether foreseeable or not, and whatever the cause thereof, for any indirect, punitive, incidental, special, exemplary or consequential losses or damages, arising out of or related to the terms of this Agreement, nor for damages for loss of profits, loss of opportunity, loss of business, contracts, revenues, anticipated savings, use, opportunity, goodwill or capital.
- (d) This section 13 shall survive the expiration or earlier termination of this Agreement.

**14. TAXES**

- 14.1. Grantee will be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Agreement or of anything done by Grantee pursuant to this Agreement. In addition, Grantee shall indemnify Grantor from and against all such taxes, rates and assessments.
- 14.2. Grantor will be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantor's Facility in the Crossing Area, or by reason of this Agreement or of anything done by Grantor pursuant to this Agreement. In addition, Grantor shall indemnify Grantee from and against all such taxes, rates and assessments.

**15. INSURANCE**

- 15.1. Without in any way limiting the liability of either Party under this Agreement, each Party shall obtain and keep in force during the term of this Agreement the following insurance covering liability for bodily injury and property damage arising from the use and occupation of the Lands:
- (a) commercial general liability insurance with a minimum limit of FIVE MILLION DOLLARS (\$5,000,000), inclusive, for any one occurrence. This policy shall include the other Party as an Additional Insured; and
  - (b) automobile liability insurance with a minimum limit of TWO MILLION DOLLARS (\$2,000,000), inclusive, for any one occurrence.
- 15.2. A Party, upon request of the other Party, shall furnish written documentation, satisfactory to the requesting Party, evidencing the required insurance coverage.
- 15.3. As an alternative to the FIVE-MILLION-DOLLAR (\$5,000,000) policy of commercial general liability insurance referred to in subclause 15.1(a), if acceptable to the other Party, a Party may self-insure against the risks provided the intent of self-insurance is to respond in the same manner as if commercial insurance policies were in place.

## 16. CHANGES TO AGREEMENT

- 16.1. No change, modification or alteration of this Agreement is valid unless it is in writing and signed by the Parties to this Agreement, and no course of dealing between the Parties shall be construed to alter the terms of this Agreement.

## 17. NOTICES

- 17.1. Any notice, document, payment or communication to be given under this Agreement will be in writing and delivered by hand, registered or pre-paid mail, courier, fax or email (as appropriate) to the Party to which it is to be given, as follows:

Grantor

Name: TransCanada PipeLines Limited

Address: 450 – 1<sup>st</sup> Street SW  
Calgary, Alberta T2P 4K5

Dept.: ROW MANAGEMENT

Contact: Third Party Requests

Phone 1-877-872-5177

E-mail: crossings@tcenergy.com

Grantee

Name: The Regional Municipality of Peel

Address: 10 Peel Centre Drive, Suite B, 6<sup>th</sup> Floor, Brampton, ON L6T 4B9

Dept.: Real Estate

Contact: Attention: Manager, Real Estate

Phone Telephone: (905) 791-7800 Ext. 7636, Mobile: (416) 347-7878

E-mail: realpropertyrequest@peelregion.ca

- 17.2. Each Party will promptly inform the other of any change of address or email address to which a notice under this Agreement is to be directed.

- 17.3. Any notice or other communication will be deemed to have been received, if delivered or sent by email, on the date of delivery or transmittal and if mailed by registered post, on the 10th day following the date of mailing. No notice may be given by mail during a postal strike in Canada and must be delivered by hand or email.

## 18. ASSIGNMENT

- 18.1. This Agreement may be assigned by either Party in conjunction with a transfer of ownership of its Facility.
- 18.2. The assigning Party shall give reasonable notice to the non-assigning Party of its intent to assign the Agreement and if requested by the non-assigning Party, the assigning Party shall obtain from the assignee a novation agreement in a form acceptable to the non-assigning Party, whose consent shall not be unreasonably withheld.
- 18.3. This Agreement shall enure to the benefit of and be binding upon the Parties, their successors and assigns.

## 19. GOVERNING LAW

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of the province in which the Lands are located, and the laws of Canada applicable therein.

## **20. MISCELLANEOUS**

20.1. Time is of the essence of this Agreement.

## **21. ENTIRE AGREEMENT**

21.1. This Agreement sets forth the entire agreement between the Parties hereto with respect to the subject matter herein and shall not be construed to waive, limit or otherwise affect any rights or obligations under any existing Pipeline Work Agreements between the Parties.

## **22. WAIVER**

22.1. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a Party unless it is expressed in writing. A Waiver by a Party of any breach shall not limit or affect that Party's rights with respect to any other or future breach.

## **23. COST APPORTIONMENT**

23.1. Notwithstanding any provision in this Agreement, the Parties agree that the Grantee is not precluded from seeking an order, decision or determination by the Canada Energy Regulator, or any other judicial or quasi-judicial body having jurisdiction, in accordance with the provisions of the Canadian Energy Regulator Act and the regulations thereunder, and any other applicable legislation and regulations within one (1) calendar year of the Grantee's receipt of a final detailed invoice respecting the work associated with the Pipeline Work Agreements (the "**Cost Apportionment**").

23.2. For greater certainty, and notwithstanding any provision in this Agreement, for the purposes of Cost Apportionment, any and all payments made by Grantee to Grantor under the Pipeline Work Agreements are made without prejudice, and shall not be construed as:

- (a) A waiver or release of any of the Grantee's rights to Cost Apportionment;
- (b) A limitation to the quantum that may be awarded through Cost Apportionment;
- (c) An admission, determination or acceptance by the Grantee as to the reasonableness, necessity, causation, quantum, liability or responsibility for any costs related to the Pipeline Work Agreements.

23.3. In the event that a Cost Apportionment order is made which results in the Grantee having overpaid the Grantor under the Pipeline Work Agreements or for any other matter subject to Cost Apportionment, then the Grantor shall forthwith reimburse the Grantee to the full extent of the overpayment, with interest costs, if any, to be determined by the Canada Energy Regulator or any other judicial or quasi-judicial body having jurisdiction.

23.4. This Section 23 shall survive termination of this Agreement.

## **24. ELECTRONIC EXECUTION AND COUNTERPART**

24.1. This Agreement may be executed and delivered by email or other electronic means by the different Parties hereto in separate counterparts, each of which will, when executed, be deemed an original and all of which taken together will constitute one and the same Agreement. Electronic signatures of representatives of the Parties or signatures transmitted by email or other electronic means will be deemed to be original signatures for all purposes.

24.2. The Parties are executing this Agreement with effect as of the date stated in the introductory clause.

**TRANSCANADA PIPELINES LIMITED**

**THE REGIONAL MUNICIPALITY OF PEEL**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

For internal use only:

Standard Form		
Non-Standard Form Approved as to Form and Content	Business	Legal

**Schedule “A”**

**DETAILS OF LAND(S), LOCATION PLAN(S) AND PROFILE(S)**

**This Schedule “A” forms part of the Crossing Agreement**

-between-

**TransCanada PipeLines Limited (“Grantor”)**

-and-

**The Regional Municipality of Peel (“Grantee”)**

and dated [●]

Legal Description of Lands	Grantee’s Facility Details
Mississauga Road (Regional Road 1) Widening from Bovaird Drive West to Mayfield Road as further described in the following PINs: <ul style="list-style-type: none"> <li>• PIN 14363-0057</li> <li>• PIN 14364-0048</li> <li>• PIN 14364-2733</li> <li>• PIN 14364-2739</li> </ul>	1. One (1) road widening and reconstruction across two (2) pipelines; and  2. Associated structures installed with pipeline right-of-way, including: <ul style="list-style-type: none"> <li>a) asphalt multi-use path;</li> <li>b) asphalt median with concrete barrier curb;</li> <li>c) concrete curb and gutter;</li> <li>d) French drains;</li> <li>e) guide rails;</li> <li>f) splash pads (concrete and/or asphalt);</li> <li>g) topsoil and sod; and</li> <li>h) fences.</li> </ul>

**Grantor’s Facility Name: 20302-MLV 203 to 204 Line 200-2 (NPS 36)**

	Approximate Eng. Stationing (m)		Approximate GPS (Lat/Long Decimal Degrees)	
	Extent 1	Extent 2	Extent 1	Extent 2
Mississauga road travelled surface:	4256	4294	43.67370, -79.83846	43.67336, -79.83846
Mississauga Road + north grading extents +7m (north) to 7m south of gravel service road	4227	4344	43.673956, -79.83845	43.67289, -79.83848

**Grantor’s Facility Name: 20313-MLV 203A to 204 Line 200-3 (NPS 42)**

	Approximate Eng. Stationing (m)		Approximate GPS (Lat/Long Decimal Degrees)	
	Extent 1	Extent 2	Extent 1	Extent 2
Mississauga road travelled surface:	1270	1305	43.67383 -79.83866	43.67351 -79.83867

Mississauga Road + north grading  
extends +7m (north) to 7m south of  
gravel service road

1241

1357

43.67408, -79.83864

43.67304, -79.83869

**Schedule "B"**  
**GENERAL TERMS AND CONDITIONS**

**This Schedule "B" forms part of the Crossing Agreement**

-between-

**TransCanada PipeLines Limited ("Grantor")**

-and-

**The Regional Municipality of Peel ("Grantee")**

and dated [●].

**1. FIELD REPRESENTATIVE CONTACT INFORMATION**

Grantor's Field Representative:	Cell Phone:	Email:
Tung Hannah	647-218-5206	tung_hannah@tcenergy.com

Grantee's Field Representative:	Cell Phone:	Email:
Manager, Real Estate	(905) 791-7800 Ext 7636 Mobile: (416) 347-7878	realpropertyrequest@peelregion.ca

**2. GENERAL CONDITIONS**

The following general conditions apply:

- (a) Grantee shall provide **three (3) business days' notice** to Grantor's Field Representative, prior to the commencement of any Work or Activities including any Ground Disturbances within the Prescribed Area.
- (b) Grantee shall make a locate request through the applicable one-call or notification centre ([www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com)) a minimum of **three (3) business days** before the day on which Work or Activities that involve any Ground Disturbance within the Prescribed Area are to start.
- (c) Grantee will not commence any Work or Activities until Grantor's Field Representative has:
  - i. located and marked the location of Grantor's Facility, including where applicable the location of the Prescribed Area and Right-of-Way, with suitable markings; and
  - ii. provided Grantee with Grantor's *Stakeout Report and Ground Disturbance Approval* form in the field and clearly outlined the significance and meaning of the markings, which Grantee shall acknowledge with a signature.
- (d) Grantee shall maintain the markings placed by Grantor's Field Representative. If Grantor or Grantee determine at any time that the location of the markings is not accurate or that markings are no longer in place, Grantee must cease all Work and Activities until Grantor's Field Representative has re-located and re-marked the location of Grantor's Facility with suitable markings.



- (e) Grantor's Field Representative shall be on site at all times while Grantee is carrying out Work or Activities across, on, along or under the Grantor's Right-of-Way.
- (f) Grantee shall not place any materials or equipment over Grantor's Facility during installation of Grantee's Facility without prior consent of Grantor, which may be withheld at Grantor's sole discretion, acting reasonably.
- (g) Grantee shall support Grantor's Facility during Work or Activities as necessary as directed by Grantor's Field Representative, acting reasonably.
- (h) Grantee shall carry out Work and Activities in a proper and diligent manner and in accordance with good engineering and construction practices and shall comply with such other rules, regulations and/or additional reasonable terms and conditions if required as may be imposed by Grantor from time to time in writing in accordance with Section 16.1 of the Agreement.
- (i) Grantee shall ensure that Work or Activities do not result in any damage to any existing Facilities, including damage which may result from the use of heavy work equipment.
- (j) Where it crosses Grantor's Facility, Grantee's Facility shall be installed as close to a ninety (90) degree angle to Grantor's Facility as possible, but that, in any case, Grantee shall ensure that the Work and Activities are carried out in accordance with the drawings and plans in Schedule "A".
- (k) Grantee shall do all things that in Grantor's reasonable opinion are necessary to ensure that Grantor's coating, cathodic protection and AC mitigation of Grantor's Facility or any part thereof are not damaged or adversely affected as a result of Grantee's Work, Activities, operations or subsequent application of cathodic protection by Grantee to Grantee's Facility.
- (l) Should Grantee's Work, Activities or operations affect Grantor's existing cathodic protection and AC mitigation facilities, all costs associated with the relocation of the cathodic protection and AC mitigation facilities shall be borne by Grantee. Relocation of the cathodic protection and AC mitigation facilities shall be completed by a Grantor approved contractor.
- (m) Grantee shall have available at the Crossing Area a fully executed copy of this Agreement including Schedules to the Agreement.
- (n) Grantee shall not conduct any blasting within 300 metres of the edge of Grantor's Facility without prior approval from Grantor.
- (o) If, at any time during Work or Activities, Grantor determines in its sole discretion, acting reasonably, that unsafe engineering or construction practices have been or are being used, Grantor may direct Grantee to cease all Work and/or Activities, following which Grantee must refrain from carrying out any further Work and/or Activities until such time as the unsafe engineering or construction practices have been remedied to Grantor's reasonable satisfaction.
- (p) Grantee shall, where directed by Grantor, install suitable marker signs indicating the location of Grantee's Facility in the Crossing Area and maintain such marker signs following completion of installation of Grantee's Facility. In addition, Grantor may provide Grantee with marker signs to be installed prior to completion of the Work which identify the location of Grantor's Facility.
- (q) In the event Grantor's Facility suffers contact damage or other damage as a result of the Work and/or Activities, all Work and/or Activities must immediately stop. Grantor shall be notified forthwith and repair of Grantor's Facility will be carried out by Grantor, or as otherwise directed by Grantor, at Grantee's cost.

- (r) In the event Grantor, in its sole discretion acting reasonably, needs to conduct work or activity in the Crossing Area either prior to Grantee commencing Work or Activities or during same:
  - i. Grantee shall hereby grant to Grantor its irrevocable consent to conduct its work or activities;
  - ii. Work to be coordinated by representatives from both parties. In the case of scheduling conflict, Grantor's work shall take precedence over Grantee's Work; and
  - iii. Wherever possible, Grantor agrees to provide Grantee with three (3) business days' prior notice of any required work by Grantor within the Crossing Area.

### **3. CROSSING AREA RESTORATION**

- (a) Grantee shall provide at least three (3) business days' notice prior to covering Grantor's exposed Facility, and Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone so that Grantor's Field Representative can conduct an inspection prior to backfilling operations.
- (b) Grantor's Field Representative must be present during all backfilling operations.
- (c) Unless otherwise directed by Grantor, Grantee shall cover Grantor's Facility with at least thirty (30) centimetres of suitable backfill material (as specified by Grantor's Field Representative) prior to Grantee commencing backfilling operations for all Ground Disturbance activities including hydrovac.
- (d) Grantee shall, in backfilling any excavation, compact the backfill material in fifteen (15) centimetre layers, or such greater depth specified by Grantor's Field Representative, ensuring the compaction is consistent with the surrounding soil.
- (e) Grantee shall not use any mechanical compaction within 1.5 metres of Grantor's Pipe. Compaction during backfill within 1.5 metres of Grantor's Pipe(s) shall only be conducted with hand-held plate tampers.
- (f) Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced or where this is not possible, in accordance with the drawings and plans in Schedule "A".

**Schedule "C"**  
**SPECIFIC TERMS AND CONDITIONS**  
**(Work and Type of Installation)**

**This Schedule "C" forms part of the Crossing Agreement**

-between-

**TransCanada PipeLines Limited ("Grantor")**

-and-

**The Regional Municipality of Peel ("Grantee")**

and dated [●].

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**Road and Associated Structures on, within and/or across Existing Pipe(s)**

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**A. GENERAL TECHNICAL CONDITIONS**

1. Grantee shall construct its Facility in accordance with all technical details and design as indicated in the plans and drawings that are part of Schedule "A".
2. The following shall apply to all mechanical excavation and hydrovac activities:
  - (a) Grantor's Field Representative must be present.
  - (b) No mechanical excavation shall take place within one and a half (1.5) metres of Grantor's Facility. In addition, Grantee shall not excavate mechanically:
    - i. within five (5) metres laterally of an underground Facility being crossed until such Facility has first been exposed by hand at the point of crossing; or
    - ii. within five (5) metres laterally of an underground Facility where the excavation runs parallel to such Facility until such Facility has first been exposed by hand at sufficient intervals to confirm its location.
3. Side cutters attached to buckets shall not be used.
4. Depth of cover over Grantor's Facility:
  - (a) shall consist of competent fill, preferably granular based but shall NOT consist of organic material, snow or an ice berm; and
  - (b) shall not be compromised over the life of the Grantee's Facility due to rutting, erosion or other means.
5. **Once Grantee's Facility construction is complete** Grantee is not required to obtain Grantor's written consent for any vehicle/equipment crossings subject to subclause 5(b) and provided the vehicle/equipment crossings do not exceed the maximum allowable highway legal weights prescribed in the applicable provincial legislation.
6. Where Grantee's vehicle/mobile equipment weights will exceed what is set out in clause 6, a new vehicle/mobile equipment crossing application must be submitted to Grantor for its separate written consent.
7. Following construction of Grantee's Facility, Grantee must provide Grantor's Field Representative with a surveyed as-built elevation profile evidencing the final grade of Grantee's Facility over Grantor's Facility.

8. Where Grantor requires direct access to its Facility under Grantee's Facility for emergency or maintenance purposes, Grantor will provide Grantee with as much prior notice as reasonably practical to allow the Parties to schedule their respective activities.

#### **B. SPECIFIC TECHNICAL CONDITIONS - Road crossing Existing Pipe(s)**

9. Depth of cover over Grantor's Facility shall be installed by Grantee as follows:
  - (a) at least 1.5 metres under the full width of the travelled surface of Grantee's Facility; and, if necessary, at
  - (b) at least 0.9 metres at the lowest point in any ditch within seven (7) metres of the travelled surface of Grantee's Facility.
10. Vibratory action on Grantor's Right-of-Way:
  - (a) Drum roller is not permitted where depth of cover over Grantor's Facility is less than 2.5 metres. In this case, only static compaction may be used; and
  - (b) Drum roller is permitted where depth of cover over Grantor's Facility is greater than 2.5 metres, subject to such vibratory action being conducted on a low setting at no greater than 133kN or as otherwise approved by Grantor's Field Representative.
11. Grantee shall protect Grantor's cathodic protection systems/equipment during construction activities by installing jersey barriers and visual delineators (such as highly visible snow fences identifying the location of said cathodic protection systems/equipment) at both the north and south boundaries of Grantor's Right-of-Way at the direction of and satisfaction of Grantor's Field Representative. These delineators also represent the extents of Grantee's work area within Grantor's Right-of-Way.
12. The jersey barriers protecting Grantor's cathodic protection systems/equipment shall remain in place once construction is complete unless determined otherwise by Grantor's Field Representative but the Grantee shall not be responsible for maintaining jersey barriers following the completion of construction.

#### **C. SPECIFIC TECHNICAL CONDITIONS - Associated Structures On, Within or Across Right-of-Way**

13. The width of any pathway shall not exceed three (3) metres.
14. Where Grantee's Facility is parallel to Grantor's Facility within the Right-of-Way, Grantee shall ensure a minimum five (5) metre separation between its Facility and the edge of Grantor's Facility.
15. Grantee shall ensure drainage is directed away from Grantor's Right-of-Way and that no erosion occurs that may adversely affect the depth of cover over the Grantor's Facility.

**Schedule "D"**  
**SPECIFIC TERMS AND CONDITIONS**  
**(Temporary Vehicle/Equipment Crossing and/or Temporary Workspace)**

**This Schedule "D" forms part of the Crossing Agreement**

-between-

**TransCanada PipeLines Limited ("Grantor")**

-and-

**The Regional Municipality of Peel ("Grantee")**

and dated [●].

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**A. TEMPORARY VEHICLE / EQUIPMENT CROSSING (ACCESS ONLY)**

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Grantor consents to the proposed operation of a vehicle or equipment within the Crossing Area on the following terms and conditions:

1. Grantee shall provide three (3) business days' notice to Grantor's Field Representative prior to operating any vehicle or equipment across or within the Right-of-Way and/or prior to the commencement of any Ground Disturbance associated with the installation of any external protection.
2. Grantee shall make a locate request through the applicable one-call or notification centre at [www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com) a minimum of three (3) business days before operating any vehicle or equipment across or within the Right-of-Way and/or before the commencement of any Ground Disturbance associated with the installation of any external protection.
3. Grantee shall not operate a vehicle or equipment across or within the Right-of-Way or conduct a Ground Disturbance until Grantor's Field Representative has:
  - (a) located and marked the location of Grantor's Facility, including where applicable the location of the Prescribed Area and Right-of-Way, with suitable markings; and
  - (b) provided Grantee with Grantor's *Stakeout Report and Ground Disturbance Approval* form in the field and clearly outlined the significance and meaning of the markings, which Grantee shall acknowledge with a signature.
4. Grantee shall ensure the activity contemplated is carried out in accordance with the details set out in Grantee request for temporary vehicle/equipment crossing.
5. Grantee shall not exceed the maximum weights for any single vehicle or piece of equipment indicated below:

Wheeled: 19425 kg per single axle group 37363 kg per tandem axle group 28600 kg per tridem axle group Where provided, the gross wheeled vehicle weight does not exceed: not provided kg	Tracked: 34566 kg gross vehicle weight
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6. Intentionally deleted.
7. Grantee shall install the form of external protection indicated below over Grantor's Pipe in the Crossing Area. Where two forms of external protection are indicated, Grantee shall install one or the other:

<p><input checked="" type="checkbox"/> <b><u>Earth Fill</u></b></p> <p>Depth of cover over Grantor's Pipe in any part of the Crossing Area shall not be less than <b><u>2.0 metres for the road and 1.5 metres for the structures.</u></b></p> <p>Where additional cover is necessary to achieve the above minimum, Grantee must add earth fill in accordance with typical drawing <u>STDS-03-ML-03-202</u> attached hereto.</p> <p>At the discretion of Grantor's Field Representative, if ground conditions are not suitable for crossing, Grantee may be required to install a base layer of matting to support the earth fill specified above. Logs and snow are not an approved form of matting.</p>
<p><input checked="" type="checkbox"/> <b><u>Mats</u></b></p> <p>Depth of cover over Grantor's Pipe in any part of the Crossing Area shall not be less than <b><u>1.8 metres for the road and 1.1 metres for the structures, and Grantee must install mats.</u></b></p> <p>Where additional cover is necessary to achieve the above minimum, Grantee must add earth fill in accordance with typical drawing <u>STDS-03-ML-03-202</u> attached hereto prior to installing the mats.</p> <p>Mats must be a minimum thickness of <b><u>15.24 cm (six inches)</u></b> and must be installed by Grantee in accordance with typical drawing <u>STDS-03-ML-03-203</u> attached hereto.</p>
<p><input type="checkbox"/> <b><u>Mat Bridge</u></b></p> <p>Grantee must install a mat bridge over Grantor's Pipe such that a void over the Pipe is maintained for distance of at least 1.5 metres on either side of the Pipe. The mat bridge must be installed in accordance with the attached typical drawing <u>STDS-03-ML-03-201</u> attached hereto.</p>
<p><input type="checkbox"/> <b><u>Engineered Span</u></b></p> <p>Grantee must install an engineered bridge that spans across Grantor's Pipe and can withstand the anticipated loads with no added stress or pressure on Grantor's Pipe. The engineered span must be designed and approved by a certified engineer and further approved by Grantor in writing prior to installation.</p>

8. Grantee shall follow the instructions of Grantor's Field Representative regarding the procedures that are to be followed during the activity and that relate to the pipeline's safety and security.

Notification and Restoration of Crossing Area

9. **In addition, at the end of Grantee's temporary vehicle / equipment crossing at the Crossing Area, Grantee shall:**
- (a) notify Grantor's Field Representative;
  - (b) remove any external protection installed as part of the temporary vehicle / equipment crossing; and
  - (c) restore the surface of any lands within the Crossing Area to the condition which existed prior to such activities, to Grantor's satisfaction, acting reasonably.
10. Grantor's Field Representative must be on site for the removal of external protection at the Crossing Area, unless otherwise advised by Grantor's Field Representative.

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**B. TEMPORARY WORKSPACE**

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Grantor consents to Grantee using the Crossing Area for the purpose of temporary workspace on the following terms and conditions:

1. Grantee shall provide three (3) business days' notice to Grantor's Field Representative prior to utilizing temporary workspace on or within the Right-of-Way within the Crossing Area.
2. Grantee shall make a locate request through the applicable one-call or notification centre at [www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com) a minimum of three (3) business days before utilizing temporary workspace within the Crossing Area.
3. Grantee shall not use any portion of temporary workspace within the Crossing Area until Grantor's Field Representative has:
  - (a) located and marked the location of Grantor's Facility, including, where applicable, the location of the Prescribed Area and Right-of-Way, with suitable markings; and
  - (b) provided Grantee with Grantor's *Stakeout Report and Ground Disturbance Approval* form in the field, clearly outlining the significance and meaning of the markings, which Grantee must acknowledge with a signature.
4. Grantee shall ensure that the activity is carried out in accordance with the details set out in Grantee request for temporary workspace.
5. Where the temporary workspace is parallel to Grantor's Pipe, at no point shall the edge of any temporary workspace be closer than **five (5) metres** to the centreline of Grantor's Pipe.
6. **Grantee shall follow the instructions of Grantor's Field Representative regarding the procedures that are to be followed during the activity and that relate to the pipeline's safety and security.**
7. **For all soil storage, Grantee shall abide by any directions of Grantor's Field Representative as to height and dimensions of the soil pile. In addition, Grantee shall ensure a physical barrier is placed on the ground prior to soil placement to ensure no cross-contamination between the soil pile and original top soil.**

Restoration of Temporary Workspace Area

8. **Once Grantee no longer requires use of the temporary workspace within the Crossing Area, Grantee shall:**
  - (a) notify Grantor's Field Representative; and
  - (b) restore the surface of any lands within the Crossing Area to the condition which existed prior to such activities, to Grantor's satisfaction, acting reasonably.

**Schedule "E"**

**SPECIFIC TERMS AND CONDITIONS**

**FOR THE ONGOING MAINTENANCE OF GRANTEE'S FACILITY**

**This Schedule "E" forms part of the Crossing Agreement**

-between-

**TransCanada PipeLines Limited ("Grantor")**

-and-

**The Regional Municipality of Peel ("Grantee")**

and dated [●].

**1. NOTICES**

Grantor's Field Representative	Cell Phone:	Email:
Tung Hannah	647-218-5206	tung_hannah@tcenergy.com

Grantee's Field Representative:	Cell Phone:	Email:
Manager, Real Estate	(905) 791-7800 Ext 7636 Mobile: (416) 347-7878	realpropertyrequest@peelregion.ca

**2. CONDITIONS**

The following conditions apply respecting Maintenance:

- (a) Schedule "D" attached to this Agreement shall not apply to Grantee's ongoing Maintenance, and **Grantee must apply for Grantor's separate written consent** with respect to any temporary operation of any vehicles or equipment exceeding the maximum allowable highway legal weights prescribed in the applicable provincial legislation or any temporary workspace within the Crossing Area or elsewhere within Grantor's Right-of-Way to facilitate the Maintenance. Schedule "C", section 6, applies to the Grantee's Maintenance.
- (b) Grantee shall provide **three (3) business days' notice** to Grantor's Field Representative, prior to the commencement of any Maintenance that involves any Ground Disturbance within the Prescribed Area.
- (c) Grantee shall make a locate request through the applicable one-call or notification centre ([www.clickbeforeyoudig.com](http://www.clickbeforeyoudig.com)) a minimum of **three (3) business days** before the day on which Maintenance that involves any Ground Disturbance within the Prescribed Area is to start.
- (d) Grantee will not commence any Maintenance that involves any Ground Disturbance until Grantor's Field Representative has:
  - i. located and marked the location of Grantor's Facility, including where applicable the location of the Prescribed Area and Right-of-Way, with suitable markings; and
  - ii. provided Grantee with Grantor's *Stakeout Report and Ground Disturbance Approval* form in the field and clearly outlined the significance and meaning of the markings, which Grantee shall acknowledge with a signature.



- (e) Grantee shall maintain the markings placed by Grantor's Field Representative. If Grantor or Grantee determine at any time that the location of the markings are not accurate or that markings are no longer in place, Grantee must cease all Maintenance until Grantor's Field Representative has re-located and re-marked the location Grantor's Facility with suitable markings.
- (f) Grantor's Field Representative shall be on site at all times while Grantee is carrying out Maintenance that involves a Ground Disturbance across, on, along or under Grantor's Right-of-Way.
- (g) Grantee shall not place any materials or equipment over Grantor's Facility during the Maintenance without prior consent of Grantor, which may be withheld at Grantor's sole discretion, acting reasonably.
- (h) Grantee shall support Grantor's Facility during Maintenance as necessary as directed by Grantor's Field Representative, acting reasonably.
- (i) Grantee shall carry out all work in a proper and diligent manner and in accordance with good engineering and construction practices and shall comply with such other rules, regulations and/or additional reasonable terms and conditions if required as may be imposed by Grantor from time to time.
- (j) No mechanical excavation shall take place within one and a half (1.5) metres of Grantor's Facility. In addition, Grantee shall not excavate mechanically:
  - i. within five (5) metres laterally of an underground Facility being crossed until such Facility has first been exposed by hand at the point of crossing; or
  - ii. within five (5) metres laterally of an underground Facility where the excavation runs parallel to such Facility until such Facility has first been exposed by hand at sufficient intervals to confirm its location.
  - iii. Side cutters attached to buckets shall not be used.
- (k) Grantee shall ensure all work does not result in any damage to any existing Facilities, including damage which may result from the use of heavy work equipment.
- (l) During Maintenance involving a Ground Disturbance, Grantee shall have available at the Crossing Area a fully executed copy of this Agreement including Schedules to the Agreement.
- (m) Grantee shall not conduct any blasting within 300 metres of the centreline of Grantor's Pipe without prior approval from Grantor.
- (n) If, at any time during the work, Grantor determines in its sole discretion, acting reasonably, that unsafe engineering or construction practices have been or are being used, Grantor may direct Grantee to cease all work, following which Grantee must refrain from carrying out any further work until such time as the unsafe engineering or construction practices have been remedied to Grantor's reasonable satisfaction.
- (o) Grantee shall, where directed by Grantor, replace/reinstall suitable marker signs indicating the location of Grantee's Facility in the Crossing Area and maintain such marker signs following completion of the any work.
- (p) In the event that Grantor's Facility suffers contact damage or other damage as a result of any work conducted by, on behalf of, or at the direction of Grantee, all work must immediately stop. Grantor shall be notified forthwith and repair of Grantor's Facility will be carried out by Grantor, or as otherwise directed by Grantor.
- (q) In the event that Grantor, in its sole discretion acting reasonably, needs to conduct work or activity in the Crossing Area prior to Grantee commencing any work or during same:
  - i. Grantee shall hereby grant to Grantor its irrevocable consent to conduct its work or activities;
  - ii. Work to be coordinated by representatives from both Parties. In the case of scheduling conflict, Grantor's work shall take precedence over Grantee's work; and

- iii. Wherever possible, Grantor agrees to provide Grantee with three (3) business days prior notice of any required work by Grantor within the Crossing Area.

### **3. CROSSING AREA RESTORATION AFTER MAINTENANCE**

- (a) Grantee shall provide at least three (3) business days' notice prior to covering Grantor's exposed Facility, and Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone so that Grantor's Field Representative can conduct an inspection prior to backfilling operations.
- (b) Grantor's Field Representative must be present during all backfilling operations associated with all Maintenance.
- (c) Unless otherwise directed by Grantor, Grantee shall cover Grantor's Facility with at least thirty (30) centimetres of suitable backfill material (as specified by Grantor's Field Representative) prior to Grantee commencing backfilling operations for all Ground Disturbance activities including hydrovac.
- (d) Grantee shall, in backfilling any excavation, compact the backfill material in fifteen (15) centimetre layers, or such greater depth specified by Grantor's Field Representative, ensuring the compaction is consistent with the surrounding soil.
- (e) Grantee shall not use any mechanical compaction within 1.5 metres of Grantor's Pipe. Compaction during backfill within 1.5 metres of Grantor's Pipe(s) shall only be conducted with hand-held plate tampers.
- (f) Grantee shall, as soon as it is reasonably practical after the completion of Maintenance in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Maintenance being commenced.