

Appendix A:

**SaskTel Agreement
For
Utilization of Public Highway
Right-of-Way**

**SASKTEL AGREEMENT
REVISED CONTACT LIST
APPENDIX "A"
STANDARDS AND PRACTICES
APPLICABLE TO PROVINCIAL HIGHWAYS**

C. NOTICES

The designated representatives and the names, addresses and telephone numbers of each party to be contacted pursuant to this Agreement are as follows:

NAME AND ADDRESS FOR ADMINISTRATIVE PURPOSES

SASKTEL

DEPARTMENT

Southern Division

Facilities Design Manager
2121 Saskatchewan Drive
Regina, Saskatchewan
Attention:
Tel: (306) 777-3411
Fax: (306) 569-1270

Attention:

Director of Operations Services
Saskatchewan Highways and Transportation
Southern Regional office
8th Floor 1855 Victoria Avenue
Regina SK S4P 3V5
Phone: (306) 787-4969
Fax: (306) 787-4910

Northern Division

Facilities Design Manager
5th Floor,
140 – 1st Ave. North
Saskatoon, Saskatchewan
S7K 1W8
Attention:
Tel: (306) 931-5731
Fax: (306) 931-5721

Attention:

Regional Operations Engineer
Saskatchewan Highways and Transportation
Central Regional Office
Lancaster Place, 2nd Floor
2174 Airport Drive
Saskatoon, SK S7L 6M6
Phone: (306) 933-5186
Fax: (306) 933-5188

Attention:

Regional Operations Engineer
Saskatchewan Highways and Transportation
Northern Regional office
3rd Floor, 1288 Central Avenue
P O Box 3003
Prince Albert SK S6V 6G1
Phone: (306) 953-3500
Fax: (306) 953-3533

CONTACT PERSON IN EMERGENCIES

SASKTEL

DEPARTMENT

Dial 611

Director of Operation Services

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Saskatchewan as represented by the Minister of Highways and Transportation, (hereinafter called the "Department")

AND:

SASKATCHEWAN TELECOMMUNICATIONS, a Crown Corporation, with head office in the City of Regina, in the Province of Saskatchewan (hereinafter called "SaskTel")

WHEREAS:

A. The Department has the authority under *The Highways and Transportation Act* and *The Department of Highways and Transportation Act* to place, construct, maintain and remove provincial highways (herein called "Department facilities") as defined in the Acts on public highway right-of-way in the Province of Saskatchewan;

B. Each urban, rural and northern Municipality has direction, management and control of public highways, other than provincial highways, which lie within its boundaries, including sewer, water and other public works, (herein called Municipal facilities;

C. SaskTel has the authority under *The Saskatchewan Telecommunications Act* to enter upon any highway, road, street, lane, square or other public place or right-of-way for the purpose of erecting poles and stringing wires or cables and placing or removing wire, cables, or other underground facilities (hereinafter called "SaskTel facilities") on public highway right-of-way;

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

D. From time to time the Department or Sasktel or Municipal Authorities may need to construct, repair or remove within, across or under the public highway right-of-way, SaskTel facilities or Department facilities or Municipal facilities on the public highway right-of-way; and

E. The Department has an obligation to control and regulate the construction of utilities along or across public highways pursuant to section 9(d) of *The Department of Highways and Transportation Act*.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement:

(a) "Public highway" shall have the same meaning as the definition in *The Highways and Transportation Act*, which definition includes road allowances, roads, streets or lanes vested in Her Majesty and includes bridges and culverts. This definition encompasses all rural roads, all urban streets and lanes and all provincial highways.

(b) "Provincial highway" shall mean those public highways designated as provincial highways by *The Provincial Highway Designation Regulations, 1990*, which designates provincial highways as those highways shown on the 1990 Official Highway Map published and distributed by the Department of Highways and Transportation excluding roadways in urban municipalities exceeding a population of 1000. These are the roadways which the Department is responsible to maintain.

1.2 This agreement cites statutory law as guidance for the

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

parties and not for the purpose of interpreting statutory law. Nothing in this agreement binds either party to a particular interpretation of the statutory provisions governing the parties and either party is free to assert such interpretation as suits its purposes.

2. CONDUCT OF PARTIES

Each of the Department and SaskTel agree to conduct any activities of which may affect the facilities of the other party in accordance with the terms of this Agreement.

3. STANDARD OF CONDUCT

Where the Department or SaskTel need to conduct activities on a Department facility or on SaskTel facility as the case may be, the practices and standards in Appendix A attached hereto shall apply, whether or not this agreement otherwise applies to the activities.

4. PLANS

4.1 Subject to sections 4.2 and 4.3, neither party shall commence any activity to construct a new or reconstruct an existing:

- (a) Department facility; or
- (b) SaskTel facility within a public highway right-of-way or within 90 metres of a provincial highway;

unless, prior to commencement of such activities, the party doing the activities delivers to the other party, not less than 14 days prior to the date the activities are to commence, notification of the proposed activities, including a plan of the proposed location of new Department facilities or SaskTel facilities, if any. The party who proposes to commence activities shall not do so

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY.

until the other party has given written approval of the activity, which approval shall not be unreasonably withheld. The requirement for written approval may be waived by the party who is not commencing the activities. The Department's approval shall be in the form of a permit pursuant to section 75(2) of *The Highways and Transportation Act*. A copy of the standard permit is included in Appendix B.

- 4.2 For the purpose of section 4.1, if a bridge forms part of the Department facility and the SaskTel facility is to be attached to or located adjacent to the bridge structure:
- (a) detailed plans of the SaskTel facility in relation to the bridge shall be submitted to the Department including the type of conduit and the method and location of attachment to the bridge structure; and
 - (b) the plans shall be submitted 28 days prior to the date that the activities are commenced.
- 4.3 Notwithstanding the notice required in section 4.1, the Department agrees that the minimum advance notice required by SaskTel for rearrangement or relocation of its facilities to accommodate highway construction is as follows:
- a) for minor relocation of facilities (eg. lowering buried cable which crosses a road; moving less than one mile of pole lead) five weeks prior to the date work is to commence; and
 - b) for major relocation of facilities (eg. removing a pole line; burying or relocating one mile or more of cable) three months before the date work on the project is to commence.

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

5. MUNICIPAL ROADS

During the term of this agreement, the Minister consents to SaskTel installing underground telecommunication lines along and/or across public highways other than provincial highways subject to the conditions listed in Appendix C

6. REPAIRS AND REMOVAL

- 6.1 Each party shall give to the other party two working days notice by telephone before repairing or removing its facilities from public highway right-of-way.
- 6.2 Section 6.1 does not apply to normal maintenance and testing activities by either party on existing facilities if the activities will not affect the facilities of the other party.
- 6.3 In the case of an emergency, no written notice shall be required but each party shall forthwith notify the other party of such emergency.
- 6.4 For the purposes of this Agreement the parties agree that an emergency is deemed to exist when the condition of a SaskTel facility or Department facility, if not immediately corrected or remedied, poses a serious imminent threat of loss or damage to property, or bodily injury or death to any person. The parties recognize that outages of telecommunications' facilities or blockages of transportation facilities may pose a serious imminent threat if not restored promptly.

7. COST

Except as specifically provided in Appendix A, each party shall pay and bear all costs associated with location, identification, supervision, moving, relocation or removal of its facilities.

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

8. INDEMNITY

In the event that one party (the party not in default) incurs any loss, damage or expense, including any liability to third parties, whether in contract, tort or otherwise (the loss), by reason of non-compliance with this Agreement, or by reason of the negligence or wilful act of the other party (the defaulting party), its servants, employees or contractors, the defaulting party shall indemnify and save harmless the party not in default from and against the loss.

9. REMEDY ON DEFAULT

In the case of default by one of the parties (the defaulting party) in carrying out any of the provisions of this Agreement, the party not in default may give notice thereof to the defaulting party to rectify the same and the defaulting party covenants and agrees to proceed with due diligence to carry out the same. If the defaulting party fails to proceed to remedy such default within 15 days after receipt of the notice, the party not in default may take the necessary steps to remedy the default and the defaulting party shall be liable for and shall pay all costs and expenses incurred by the party not in default in so doing.

10. NOTICE

10.1 Where any general notice or correspondence is required to be given relating to this Agreement, a notice shall be in writing and addressed as follows:

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

- for the Department -

Technical Standards and Policy Branch
Department of Highways and Transportation
1855 Victoria Avenue, Regina
S4P 3V7

ATTENTION: Senior Design Engineer

with a copy to:

Justice - Civil Law Division
1874 Scarth Street
REGINA, Saskatchewan
S4P 3V7

- for SaskTel -

SaskTel - Legal Department
2121 Saskatchewan Drive - 13th Floor
REGINA, Saskatchewan
S4P 3Y2

ATTENTION:

Phone: 777-2222

10.2 Any notice, information, plans or approvals required to be given pursuant to obtaining or changing SaskTel facilities or Department facilities under this agreement shall be in writing and addressed to the appointed representative of each party specified in Appendix A.

10.3 Any notice, information or decision made by either party under emergency conditions shall be given to the representatives of each party designated to be contacted in emergencies as indicated in Appendix A

11. RECORDS

When SaskTel or the Department desires to conduct activities on provincial highway right-of-way which will involve SaskTel facilities or Department facilities, or

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

make a change to an existing facility, the administrative practices described in Appendix D shall apply.

12. CONFORMANCE WITH REGULATIONS AND CONDITIONS

Each of the parties, in laying, erecting, constructing, repairing or removing any Department facilities, SaskTel facilities, work or thing, in over or under the said public highway right-of-way and in the operation and maintenance of such Department facilities, SaskTel facilities, work or thing, shall and will at all times comply fully with all laws, regulations, rules, orders, plans and specifications of competent governmental authority from time to time and for the time being in force and effect in respect thereof or relevant thereto.

13. COMPLETE AGREEMENT

This Agreement sets forth the entire Agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings whether written or oral between the parties.

14. ASSIGNMENT

- 14.1 Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the party first had and obtained.
- 14.2 Subject to the terms hereof this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. APPENDIX

Appendices A, B, C and D attached hereto form part of this Agreement.

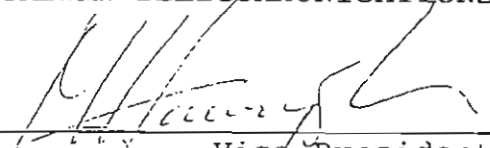
AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY


16. TERM

This Agreement shall be continue in effect until terminated by mutual agreement or by notice by one party to the other party not less than ninety days prior to the a date stated in the notice, on which date termination shall occur.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 1st day of February, 1993.

SASKATCHEWAN TELECOMMUNICATIONS

PER: 
Vice President

PER: 
Vice President

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY
THE MINISTER OF HIGHWAYS AND TRANSPORTATION

PER: 

APPENDIX "A"
STANDARDS AND PRACTICES
APPLICABLE TO PROVINCIAL HIGHWAYS

A. LAYING, CONSTRUCTING, MAINTAINING OR REMOVING FACILITIES

A.1 The party who commences the work shall:

- (1) provide all the necessary materials, equipment and labour;
- (2) give the other party at least two working days notice before commencing such work except in situations where:
 - (i) the work consists of normal maintenance and testing activities by either party on existing facilities if the activities will not affect the facilities of the other party; or
 - (ii) an emergency exists, in which case the party shall forthwith notify the other party;
- (3) not use mechanical excavating or boring equipment within five metres of SaskTel facilities until the buried facilities have been located and exposed by hand-digging for a distance of 1.5 metres on each side of such facilities; but the Department may, without notice to SaskTel or locating SaskTel facilities, replace sign posts by boring a new post hole with 0.5 metres of the previous post hole;
- (4) when excavating underneath SaskTel facilities, support the facilities as required by SaskTel;
- (5) as soon as is reasonably practical after completion of work, restore the surface of the public highway right-of-way as nearly as is practicable to the condition in which it existed immediately prior to the commencement of the work;
- (6) carry out all work in accordance with good engineering and construction practices and in a diligent manner;
- (7) ensure that the work does not unreasonably interfere with the public right of travel;
- (8) take precautions necessary to ensure the safe passage of the motoring public; and
- (9) comply with the requirements of any other government department or authority.

A.2 The party owning existing facilities within public highway right-of-way will make the location of the facilities known to the party commencing the work;

A.3 In addition to the foregoing, SaskTel shall comply with the following:

- (1) SaskTel shall advise the appropriate Saskatchewan Highway and Transportation District Office at least two working days prior to the commencement of any work unless otherwise specified in the permit.

APPENDIX "A"
STANDARDS AND PRACTICES
APPLICABLE TO PROVINCIAL HIGHWAYS

- (2) New facilities should be located to minimize need for later moves to accommodate future highway improvements and to permit servicing such installations with minimum interference to highway traffic.
- (3) Highway traffic shall not be detoured at any time.
- (4) Where traffic control is necessary, SaskTel shall provide traffic control as required by the Department.
- (5) The construction area shall be signed in accordance with standard highway signing practices for work zones which are available from the Department.
- (6) SaskTel shall locate all existing utilities and take whatever precautions are necessary to protect them.
- (7) All materials unloaded at the job site shall be immediately moved to the edge of the right-of-way.
- (8) So as not to disturb the road surface all crossings of the roadway shall be as nearly as is practical to 90 degrees and shall be installed by a jacking or bored method commencing from a point not less than 1.0 metres outside the edge of the shoulder.
- (9) Facilities parallel to the right-of-way shall be located as specified in the permit.
- (10) Underground VF facilities shall be buried to a depth of at least 76 cm. and underground fibre optic cable shall be buried to a depth of 1.3 metres unless otherwise specified in the permit.
- (11) All structures and objects within the right-of-way shall be located as near as practicable to the edge of the right-of-way.
- (12) In this subclause, an obstacle is defined as a fixed object or structure above ground that a vehicle cannot traverse without risk of a serious accident. Obstacles adjacent to roadways may pose a hazard to traffic. The Department standard is to have a minimum setback for obstacles of 20 metres as measured from the centreline of the nearest roadway. Every effort shall be made to meet this standard. Objects or structures which conform to the SaskTel standard shown in figure 4-4 of section 629-2109-180CSG-CS (CS222) are not considered to be obstacles.
- (13) Open cuts, trenches and holes located within public highway right-of-way shall be backfilled with native earth compacted until no further settlement is apparent. SaskTel shall repair any settlement which occurs within one year after construction.

APPENDIX "A"
STANDARDS AND PRACTICES
APPLICABLE TO PROVINCIAL HIGHWAYS

- (14) Any excavation shall be filled and all rocks and debris shall be removed from the highway right-of-way within 48 hours of completion of the work. All excavated and disturbed areas shall be levelled and existing drainage patterns shall be preserved.
- (15) SaskTel shall contact the appropriate District Office to obtain final acceptance of the right-of-way. If final clean up is not completed within 10 days of the completion of the project, the Department shall notify SaskTel in writing and allow SaskTel a further two weeks to complete the clean up. If the clean up is not completed within two weeks, the Department may complete the clean up and SaskTel shall pay to the Department the entire cost of clean up incurred by the Department.
- (16) SaskTel shall install appropriate markers at the edges of the highway right-of-way at each crossing of a roadway. Where facilities are parallel to and within the highway right-of-way, the markers indicating the locations of the buried facilities shall be placed at intervals of approximately 30 metres along the facility.

B.1 COSTS FOR LOCATION OF FACILITIES

Costs for location, identification and supervision of SaskTel facilities or Department facilities in regular or emergency conditions shall be borne as follows:

- (1) Between 8:00 A.M. and 5:00 P.M., Monday to Friday, Statutory Holidays excluded, each party shall assume their own costs.
- (2) At all other times including Saturdays, Sundays and Statutory Holidays the cost will be borne by the party requiring the activities.
- (3) Neither of the parties hereto shall be liable to pay any costs in the event of an emergency or where location, identification or supervision is required due to loss or damage caused by any third party.

B.2 COSTS FOR RELOCATING OR REPAIRING SASKTEL FACILITIES

- (1) Subject to (3) and (4) where the Department requires SaskTel to move, relocate or remove (the "Work") SaskTel facilities due to a Department project, the Department shall pay one half of the labour and material cost of the work.
- (2) Subject to (3) and (4) if the Department requires SaskTel to relocate its facilities on SaskTel property or registered easements, the Department will pay 100% of reasonable relocation costs.

APPENDIX "A"
STANDARDS AND PRACTICES
APPLICABLE TO PROVINCIAL HIGHWAYS

- (3) SaskTel and not the Department shall pay the incremental cost of labour and material attributable to upgrading or improving the SaskTel facility.
- (4) Notwithstanding any other provision of this agreement:
- (a) if the Department will defer a request for relocation of SaskTel facilities so as to coordinate with plans of SaskTel to relocate, abandon or remove the facility in question;
 - (b) if SaskTel has installed a facility in a location after being informed that the facility will be affected within one year by the construction or reconstruction of a Department facility, and the relocation is required because of Department activity within one year;
 - (c) if SaskTel does not place its facilities:
 - (i) in the location identified in the plans approved by the Department; or
 - (ii) in accordance with the conditions in the permit;
excepting changes authorized by the District Engineer and the need to repair or relocate the facility is due to the failure of SaskTel to place the facility in accordance with the plans or the conditions in the permit; or
 - (d) if the SaskTel facility is attached to or located adjacent to a bridge structure; SaskTel shall pay all costs incurred to repair or relocate the facility, including labour and material.

C. NOTICES

The designated representatives and the names, addresses and telephone numbers of each party to be contacted pursuant to this Agreement are as follows:

NAME AND ADDRESS FOR ADMINISTRATIVE PURPOSES

SASKTEL

Design Facilities (South)
1825 Lorne Street
Regina, Saskatchewan
(306) 777-3430

DEPARTMENT

District Engineer

Note: See attached
sheet for addresses
and phone numbers.

APPENDIX "A"
STANDARDS AND PRACTICES
APPLICABLE TO PROVINCIAL HIGHWAYS

Design Facilities (North)
410 - 22nd Street East
Saskatoon, Saskatchewan
(306) 931-5705

CONTACT PERSON IN EMERGENCIES

SASKTEL

Dial 114

DEPARTMENT

District Engineer

APPENDIX B

PERMIT FOR INSTALLATION OF SASKTEL FACILITIES
ALONG, ACROSS OR WITHIN 90 METRES OF A PROVINCIAL HIGHWAY

Date: _____

Applicant File:
District File:

Applicant: SaskTel

410 - 22nd Street East
11th Floor
SASKATOON, Saskatchewan
S7K 1W8

2121 Saskatchewan Dr.
11th Floor
REGINA, Saskatchewan
S4P 3Y2

Attention: _____

Dear Sir:

Re: _____

SaskTel is hereby granted consent to install and maintain an underground communication cable along and/or across Provincial Highway No(s). _____, in the manner and location(s) as shown on the attached R.O./Est. No. _____, sheets _____ of _____ subject to compliance with:

1. the Agreement for Utilization of Public Highway Right-of-Way; and
2. any change(s) shown in red on the attached drawing(s).
3. Cable locations shall be as indicated on the drawing(s) or

4. Additional conditions (which shall prevail in the event of any conflict with the provisions of the Appendix):

Authorized:

District Engineer

_____ District

NOTE: Department contact:

Name: _____ Phone: _____
Address: _____

APPENDIX C

CONSENT TO INSTALLATION OF BURIED TELEPHONE CABLE(S) ALONG AND/OR ACROSS PUBLIC HIGHWAYS OTHER THAN PROVINCIAL HIGHWAYS

Pursuant to section 9(d) of *The Department of Highways and Transportation Act*, the Minister consents to SaskTel installing underground telecommunication lines along and/or across public highways other than provincial highways subject to the following conditions:

1. In this consent, the following words shall have the meanings indicated:
 - (a) "telecommunication line" shall have the meaning ascribed to it in section 2(b) of *The Saskatchewan Telecommunications Act*;
 - (b) "public highway" and "provincial highway" shall have the same meanings as is ascribed to each in *The Highways and Transportation Act*;
2. Telecommunication lines within 90 metres of a provincial highway require individual approval by the Minister.
3. SaskTel undertake to comply with reasonable requirements of the Council of the rural municipality wherein the telecommunication lines are to be installed.
4. Prior to installing telecommunication lines, SaskTel shall if required by the Rural Municipality, provide a copy of each route plan, outlining the manner and location of installation.
5. SaskTel shall install the underground VF lines at a minimum depth of 76 cm and underground fibre optic cable at a minimum depth of 1.3 metres.
6. SaskTel shall provide at least two working days notice to the administrator of the rural municipality prior to commencing work to install a telecommunication line within the rural municipality.
7. SaskTel shall locate and protect all existing utilities within the right of way and take reasonable precautions to protect them.
8. Where traffic control is necessary, SaskTel shall be responsible for traffic control arrangements in accordance with the advice and consent of the council of the rural municipality and shall not unreasonably interfere with the public right of travel.
9. The surface of the ground so broken or opened up to install telecommunication lines shall be restored as nearly as practical to its former condition.

10. SaskTel shall advise the council of the rural municipality prior to undertaking any repairs or maintenance work. In cases of an emergent nature where prior notification is not reasonably possible, SaskTel shall advise the council of the rural municipality as soon as possible that work has been commenced.
11. This consent does not eliminate the need to comply with the requirements of any other government department or authority.
12. SaskTel shall save harmless and keep indemnified Her Majesty the Queen in the right of the Province of Saskatchewan, as represented by the Minister of Department of Highways and Transportation from and against any and all expenses, damages, claims, demands, actions or judgements which may arise or be brought against Her Majesty the Queen by reason of construction or the existence of the hereinbefore mentioned works.

APPENDIX D
ADMINISTRATIVE PROCEDURES
PROVINCIAL HIGHWAYS

The party intending to conduct activities (the "Applicant") on Department facilities or SaskTel facilities as the case may be, will prepare and send three sets of construction route plans to the other party (the "Recipient"). The construction route plans must accurately identify the location of the proposed route and any facilities of the Recipient known to the Applicant. A permit is required before undertaking work in provincial highway right-of-way.

The letter accompanying the plans shall state in part:

"If you have any additional facilities we may have omitted, or if you have any other facilities in the area that might be in the path of our proposed construction route, we would request you to accurately identify the location of same on the plans and return one set of the plans to us."

The Recipient will return one set of plans with any additional information, provincial highway right-of-way, or locations of its facilities, noted thereon to the Applicant within 14 days after receipt. The Recipient will note whether or not the Recipient has any concerns with the proposed construction. If the Recipient has any problems with the plans, the Recipient shall contact the Applicant and reasonable acceptable terms will be negotiated. It is important that the Recipient make every effort possible to meet the 14 days.

Upon receipt by the Applicant of one set of the construction route plans together with written comments thereof from the Recipient, the construction route plans, the Recipient's comments and supporting documentation shall be deemed to be incorporated into and form part of this Agreement for Utilization of Public Highway Right-of-Way.

Appendix B:

**SaskPower Agreement
For
Utilization of Public Highway
Right-of-Way**

**SASKPOWER AGREEMENT
REVISED LIST OF DEPARTMENT CONTACT PERSONS
APPENDIX "A"
STANDARDS AND PRACTICES
APPLICABLE TO PROVINCIAL HIGHWAYS**

C. NOTICES

The designated representatives and the names, addresses and telephone numbers of each party to be contacted pursuant to this Agreement are as follows:

NAME AND ADDRESS FOR ADMINISTRATIVE PURPOSES

SaskPower Region Engineer	Department Director of Operation Services or Regional Operations Engineer
-------------------------------------	--

CONTACT PERSON IN EMERGENCIES

SaskPower Customer Comm. Centre Phone Number: (306) 566-3140	Department Director of Operation Services or Regional Operations Engineer
---	--

DEPARTMENT CONTACT PERSONS

Attention: _____ – Director of Operations
Saskatchewan Highways and Transportation
Southern Regional office
8th Floor 1855 Victoria Avenue
Regina SK S4P 3V5
Phone: (306) 787-4969 Fax: (306) 787-4910

Attention: _____ – Regional Operations Engineer
Saskatchewan Highways and Transportation
Central Regional Office
Lancaster Place, 2nd Floor
2174 Airport Drive
Saskatoon SK S7L 6M6
Phone: (306) 933-5186 Fax: (306) 933-5188

Attention: _____ – Regional Operations Engineer
Saskatchewan Highways and Transportation
Northern Regional office
3rd Floor, 1288 Central Avenue
P O Box 3003
Prince Albert SK S6V 6G1
Phone: (306) 953-3500 Fax: (306) 953-3533

SASKPOWER CONTACT PERSONS

<u>Region Engineering Supervisors</u>	<u>Phone No.</u>	<u>Fax No.</u>
Engineering Supervisor Transmission & Distribution Prince Albert Region 3751 – 5th Avenue East Box 5900 Prince Albert, Saskatchewan S6V 7V6	953-7641	953-7604
Engineering Supervisor Transmission & Distribution Regina Region 2025 Victoria Avenue Regina, Saskatchewan S4P 0S1	566-2927	566-2915
Engineering Supervisor Transmission & Distribution Saskatoon Region 1302 Ontario Avenue Box 1560 Saskatoon, Saskatchewan S7K 3R3	934-7797	934-7933
Engineering Supervisor Transmission & Distribution Weyburn Region 1783 East Avenue Box 2004 Weyburn, Saskatchewan S4H 3M4	848-2246	848-0000

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

BETWEEN:

HER MAJESTY THE QUEEN in right of the Province of Saskatchewan as represented by the Minister of Highways and Transportation, (hereinafter called the "Department")

AND:

SASKATCHEWAN POWER CORPORATION, a Crown Corporation, with head office in the City of Regina, in the Province of Saskatchewan (hereinafter called "SaskPower")

WHEREAS:

- A. The Department has the authority under *The Highways and Transportation Act* and *The Department of Highways and Transportation Act* to place, construct, maintain and remove provincial highways (herein called "Department facilities") as defined in the Acts on public highway right-of-way in the Province of Saskatchewan;
- B. Each urban, rural and northern Municipality has direction, management and control of public highways, other than provincial highways, which lie within its boundaries, including sewer, water and other public works, (herein called Municipal facilities);
- C. From time to time the Department or SaskPower or municipal authorities may need to construct, repair or remove within, across or under the public highway right-of-way, SaskPower facilities or Department facilities or Municipal facilities on the public highway right-of-way; and

- D. The Department has an obligation to control and regulate the construction of utilities along or across public highways pursuant to section 9(d) of *The Department of Highways and Transportation Act*.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement:

- (a) "Public highway" shall have the same meaning as the definition in *The Highways and Transportation Act*, which definition includes road allowances, roads, streets or lanes vested in Her Majesty and includes bridges and culverts. This definition encompasses all rural roads, all urban streets and lanes and all provincial highways.
- (b) "Provincial highway" shall mean those public highways designated as provincial highways by *The Provincial Highway Designation Regulations, 1990*, which designates provincial highways as those highways shown on the 1990 Official Highway Map published and distributed by the Department of Highways and Transportation excluding roadways in urban municipalities exceeding a population of 1000. These are the roadways which the Department is responsible to maintain.
- (c) "SaskPower facilities" means the electrical transmission, distribution, and fibre optic facilities belonging to SaskPower.
- (d) "Department facilities" means provincial highways and roads maintained by the Department.

1.2 This agreement cites statutory law as guidance for the parties and not for the purpose of interpreting statutory law. Nothing in this agreement binds either party to a particular interpretation of the statutory provisions governing the parties and either party is free to assert such interpretation as suits its purposes.

2. CONDUCT OF PARTIES

Each of the Department and SaskPower agree to conduct any activities of which may affect the facilities of the other party in accordance with the terms of this Agreement.

3. STANDARD OF CONDUCT

Where the Department or SaskPower need to conduct activities on a Department facility or on SaskPower facility as the case may be, the practices and standards in Appendix A attached hereto shall apply, whether or not this agreement otherwise applies to the activities.

4. PLANS

4.1 Subject to sections 4.2 and 4.3, neither party shall commence any activity to construct a new or reconstruct an existing:

- (a) Department facility; or
- (b) SaskPower facility within a public highway right-of-way or within 90 metres of the right-of-way of a provincial highway;

unless, prior to commencement of such activities, the party doing the activities delivers to the other party, not less than 20 days prior to the date the activities are to commence, notification of the proposed activities, including a plan of the proposed location of new Department facilities or SaskPower facilities, if any. The party who proposes to commence activities shall not do so until the other party has given written

approval of the activity. The requirement for written approval may be waived by the party who is not commencing the activities. The Department's approval shall be in the form of a permit pursuant to section 75(2) of *The Highways and Transportation Act*. A copy of the standard permit is included in Appendix B.

4.2 For the purpose of section 4.1, if a bridge forms part of the Department facility and the SaskPower facility is to be attached to or located adjacent to the bridge structure:

- a) detailed plans of the SaskPower facility in relation to the bridge shall be submitted to the Department including the type of conduit and the method and location of attachment to the bridge structure; and
- b) the plans shall be submitted 28 days prior to the date that the activities are commenced.

4.3 Notwithstanding the notice required in section 4.1, the Department agrees that the minimum advance notice required by SaskPower for rearrangement or relocation of its facilities to accommodate highway construction is as follows:

- a) for minor relocation of facilities (eg. lowering buried cable which crosses a road; moving less than one mile of pole line) six weeks prior to the date work is to commence; and
- b) for major relocation of facilities (eg. removing a pole line; burying or relocating one mile or more of cable) eight weeks before the date work on the project is to commence.

If there are extenuating circumstances that make it impossible for SaskPower to commence relocation of facilities within the above time limits, the Department and SaskPower will mutually agree to an amended commencement date.

5. MUNICIPAL ROADS

During the term of this agreement, the Minister consents to SaskPower installing power lines along and/or across public highways other than provincial highways subject to the conditions listed in Appendix C

6. REPAIRS AND REMOVAL

6.1 Before repairing or removing SaskPower facilities, SaskPower shall give two working days notice by telephone:

- (a) to the Department if the facility is within provincial highway right-of-way; and
- (b) to the municipality responsible for a public highway if the facility is within a public highway right-of-way other than a Provincial Highway.

6.2 Section 6.1 does not apply to normal maintenance and testing activities by either party on existing facilities if the activities will not affect the facilities of the other party.

6.3 In the case of an emergency, no written notice shall be required but each party shall forthwith notify the other party of such emergency.

6.4 For the purposes of this Agreement the parties agree that an emergency is deemed to exist when the condition of a SaskPower facility or Department facility, if not immediately corrected or remedied, poses a serious imminent threat of loss or damage to property, or bodily injury or death to any person.

7. COST

Except as specifically provided in Appendix A, each party shall pay and bear all costs associated with location, identification, supervision, moving, relocation or removal of its facilities.

8. INDEMNITY

In the event that one party (the party not in default) incurs any loss, damage or expense, including any liability to third parties, whether in contract, tort or otherwise (the loss), by reason of non-compliance with this Agreement, or by reason of the negligence or wilful act of the other party (the defaulting party), its servants, employees or contractors, the defaulting party shall indemnify and save harmless the party not in default from and against the loss.

9. REMEDY ON DEFAULT

In the case of default by one of the parties (the defaulting party) in carrying out any of the provisions of this Agreement, the party not in default may give notice thereof to the defaulting party to rectify the same and the defaulting party covenants and agrees to proceed with due diligence to carry out the same. If the defaulting party fails to proceed to remedy such default within 15 days after receipt of the notice, the party not in default may take the necessary steps to remedy the default and the defaulting party shall be liable for and shall pay all costs and expenses incurred by the party not in default in so doing.

10. NOTICE

10.1 Where any general notice or correspondence is required to be given relating to this Agreement, a notice shall be in writing and addressed as follows:

- for the Department -

Technical Standards and Policy Branch
Department of Highways and Transportation
1855 Victoria Avenue, Regina
S4P 3V7

ATTENTION: Senior Design Engineer

- for SaskPower -

SaskPower
2025 Victoria Avenue
Regina, Saskatchewan
S4P 0S1

ATTENTION: Manager, Distribution Technical
Support

- 10.2 Any notice, information, plans or approvals required to be given pursuant to obtaining or changing SaskPower facilities or Department facilities under this agreement shall be in writing and addressed to the appointed representative of each party specified in Appendix A.
- 10.3 Any notice, information or decision made by either party under emergency conditions shall be given to the representatives of each party designated to be contacted in emergencies as indicated in Appendix A .

11. RECORDS

When SaskPower or the Department desires to conduct activities on provincial highway right-of-way which will involve SaskPower facilities or Department facilities, or make a change to an existing facility, the administrative practices described in Appendix D shall apply.

12. CONFORMANCE WITH REGULATIONS AND CONDITIONS

Each of the parties, in placing, erecting, constructing, repairing or removing any Department facilities, SaskPower facilities, work or thing, in over or under the said public highway right-of-way and in the operation and maintenance of such Department facilities, SaskPower facilities, work or thing, shall and will at all times comply fully with all laws, regulations, rules, orders, plans and specifications of competent governmental authority from time to time and for the time being in force and effect in respect thereof or relevant thereto.

13. COMPLETE AGREEMENT

This Agreement sets forth the entire Agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings whether written or oral between the parties.

14. ASSIGNMENT

- 14.1 Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the party first had and obtained.
- 14.2 Subject to the terms hereof this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. APPENDIX

Appendices A, B, C and D attached hereto form part of this Agreement.

AGREEMENT FOR UTILIZATION OF PUBLIC HIGHWAY RIGHT-OF-WAY

16. TERM

This Agreement shall be continue in effect until terminated by mutual agreement or by notice by one party to the other party not less than ninety days prior to the date stated in the notice, on which date termination shall occur.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the 10th day of November, 1994.


SASKATCHEWAN POWER CORPORATION

SPC
Approved
For
Execution

PER:

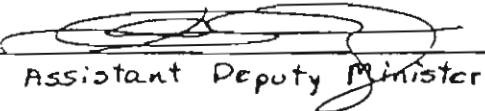

Vice-President

PER:


Assistant Secretary

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF SASKATCHEWAN AS REPRESENTED BY
THE MINISTER OF HIGHWAYS AND TRANSPORTATION

PER:


Assistant Deputy Minister

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

A. PLACING, CONSTRUCTING, MAINTAINING OR REMOVING FACILITIES

A.1 The party who commences the work shall:

- (1) provide all the necessary materials, equipment and labour;
- (2) give the other party at least two working days notice before commencing such work except in situations where:
 - (i) the work consists of normal maintenance and testing activities by either party on existing facilities if the activities will not affect the facilities of the other party; or
 - (ii) an emergency exists, in which case the party shall forthwith notify the other party;
- (3) not use mechanical excavating or boring equipment within five metres of SaskPower underground facilities until the buried facilities have been located and exposed by hand-digging for a distance of 0.75 metres on each side of such facilities; but the Department may, without notice to SaskPower or locating SaskPower facilities, replace sign posts by boring a new post hole within 0.3 metres of the previous post hole;
- (4) when excavating underneath SaskPower facilities, support the facilities as required by SaskPower;
- (5) as soon as is reasonably practical after completion of work, restore the surface of the public highway right-of-way as nearly as is practicable to the condition in which it existed immediately prior to the commencement of the work;
- (6) carry out all work in accordance with the parties standards, practices, and policies;
- (7) ensure that the work does not unreasonably interfere with the public right of travel;
- (8) take precautions necessary to ensure the safe passage of the motoring public; and
- (9) comply with the requirements of any other government department or authority.

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

- A.2 The party owning existing facilities within public highway right-of-way will make the location of the facilities known to the party commencing the work;
- A.3 In addition to the foregoing, SaskPower shall comply with the following:
- ✓ (1) SaskPower shall advise the appropriate Saskatchewan Highway and Transportation District Office at least two working days prior to the commencement of any work unless otherwise specified in the permit.
 - (2) New facilities should be located to minimize need for later moves to accommodate future highway improvements and to permit servicing such installations with minimum interference to highway traffic.
 - ✓ (3) Highway traffic shall not be detoured without written permission from the Department.
 - ✓ (4) Where traffic control is necessary, SaskPower shall provide traffic control as required by the Department.
 - ✓ (5) The construction area shall be signed in accordance with standard highway signing practices for work zones which are available from the Department.
 - ✓ (6) SaskPower shall locate all existing utilities and take whatever precautions are necessary to protect them.
 - ✓ (7) All materials, including power poles, unloaded at the job site shall be immediately moved to the edge of the right-of-way.
 - (8) Underground crossings shall be made at ninety degrees (90°) to the highway.
 - (9) So as not to disturb the road surface all underground crossings of the roadway shall be installed by a jacking or bored method commencing from a point not less than 1.0 metres outside the edge of the shoulder.
 - (10) Facilities parallel to the right-of-way shall be located as specified in the permit.

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

- (11) Overhead distribution lines crossing the highway shall be installed so as to allow an overheight 5.18 metre high vehicle to pass safely under the power line when the conductor is at maximum design sag. Overhead transmission lines crossing the highway shall be installed so as to allow a basic maximum height 4.15 metre vehicle with a 2.0 metre person on top of the load to pass safely under the power line when the conductor is at maximum design sag. This will apply to all power line crossings installed after September 1, 1994.
- (12) Underground facilities shall be buried to a depth of at least 1.2 m below the low point in the ditch unless otherwise specified in the permit.
- (13) All permanent poles, structures and pedestals within the right-of-way shall be located as near as practicable to the edge of the right-of-way. Structures adjacent to roadways may pose a hazard to traffic. The Department standard is to have a minimum setback for obstacles of 28 metres as measured from the centreline of the nearest roadway, unless otherwise specified in a permit. Power poles may be placed closer than 28 metres depending on Average Annual Daily Traffic, existing highway right-of-way width, and other factors as shown in the table below.

MINIMUM POWER POLE SETBACKS		
Functional Classification	Average Annual Daily Traffic (AADT)	Minimum Setback (m)
Major Arterial	all	28
Minor Arterial	> 800	28
	≤ 800	28 (see Note 1)
Collector	> 800	24
	≤ 800	20
Local and Frontage Roads	> 250	20
	≤ 250	20 (see Note 2)

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

Note 1. For minor arterial highways with an AADT \leq 800 a minimum setback of 20 m is acceptable where the following conditions prevail:

- the poles would be positioned near or beyond the top of the backslope for cut sections;
- the pole line would be positioned 5 m or more beyond the toe of the sideslope in fill (embankment) sections.

Note 2. For local highways and frontage roads with an AADT \leq 250, a minimum setback of 14 m is acceptable where the following conditions prevail:

- the poles would be positioned near or beyond the top of the backslope for cut sections;
- the pole line would be positioned 5 m or more beyond the toe of the sideslope in fill (embankment) sections;
- the posted speed is 90 km/hr or less.

(14) If a right-of-way is not wide enough to meet the minimum setback requirements, the poles may be placed inside the existing right-of-way. If SaskPower requires a pole line within the right-of-way at a substandard setback SaskPower shall give written notice to the appropriate District Engineer.

(15) All open cuts, trenches and holes located within public highway right-of-way shall be backfilled and compacted until no further settlement is apparent. SaskPower shall repair any settlement which occurs within one year after construction.

(16) Any excavation shall be filled and all rocks and debris shall be removed from the highway right-of-way within 48 hours of completion of the work.
All excavated and disturbed areas shall be levelled and existing drainage patterns shall be preserved.

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

- (17) SaskPower shall contact the appropriate District Office to obtain final acceptance of the right-of-way prior to the removal of all equipment off the project. If final clean up is not completed within 10 days of the completion of the project, the Department shall notify SaskPower in writing and allow SaskPower a further two weeks to complete the clean up. If the clean up is not completed within the additional two weeks, the Department may complete the clean up and SaskPower shall pay to the Department the entire cost of clean up incurred by the Department.
- (18) SaskPower shall install appropriate markers at the edges of the highway right-of-way at each underground crossing of a roadway. Where facilities are parallel to and within the highway right-of-way, the markers indicating the locations of the buried facilities shall be placed at intervals of approximately 300 metres along the facility.

B.1 COSTS FOR LOCATION OF FACILITIES

Costs for location, identification and supervision of SaskPower facilities or Department facilities in regular or emergency conditions shall be borne as follows:

- (1) Between 8:00 A.M. and 5:00 P.M., Monday to Friday, Statutory Holidays excluded, each party shall assume their own costs.
- (2) At all other times including Saturdays, Sundays and Statutory Holidays the cost will be borne by the party requiring the activities.
- (3) Neither of the parties hereto shall be liable to pay any costs in the event of an emergency or where location, identification or supervision is required due to loss or damage caused by any third party.

B.2 COSTS FOR RELOCATING OR REPAIRING SASKPOWER FACILITIES

- (1) Subject to (3) and (4) where the Department requires SaskPower to move, relocate or remove (the "Work") SaskPower facilities due to a Department project, the Department shall pay one half of the labour and equipment cost of the work. The material costs are the responsibility of SaskPower.

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

- (2) Subject to (3) and (4) if the Department requires SaskPower to relocate its facilities on SaskPower property or registered easements, the Department will pay 100% of reasonable relocation costs.
- (3) SaskPower and not the Department shall pay the incremental cost of labour, equipment, and material attributable to upgrading or improving the SaskPower facility. Upgrading is defined as building a replacement facility that has more capacity than the original facility.
- (4) Notwithstanding any other provision of this agreement:
 - (a) if the Department will defer a request for relocation of SaskPower facilities so as to coordinate with plans of SaskPower to relocate, abandon or remove the facility in question;
 - (b) if SaskPower has installed a facility in a location after being informed that the facility will be affected within five years by the construction or reconstruction of a Department facility, and the relocation is required because of Department activity within five years;
 - (c) if SaskPower does not place its facilities:
 - (i) in the location identified in the plans approved by the Department; or
 - (ii) in accordance with the conditions in the permit;
excepting changes authorized by the District Engineer and the need to repair or relocate the facility is due to the failure of SaskPower to place the facility in accordance with the plans or the conditions in the permit; or
 - (d) if the SaskPower facility is attached to or located adjacent to a bridge structure:
SaskPower shall pay all costs incurred to repair or relocate the facility, including labour, equipment and material.

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

B.3 ADVANCE PURCHASE OF RIGHT-OF-WAY

Consideration may be given to the advance purchase of right-of-way if a pole line installation coincides with proposed highway improvements requiring right-of-way widening subject to the following:

- (a) the purchase of the right-of-way will be undertaken by the Department with the Department and SaskPower sharing all costs. The cost share breakdown will depend on how soon the right-of-way is required by the Department for the highway improvement. The percentage cost share will be based on the number of years the right-of-way is purchased in advance of the highway improvement (using the Department's most current 5- Year Long Range Program at that point in time) as shown below. The current year is deemed to be year 0. The Department will provide SaskPower a copy of its current 5- Year Long Range Program annually, no later than November 15.

<u>Years in Advance</u> <u>Year of Improvement</u>	<u>Cost Share</u> <u>SaskPower</u>	<u>(Percent</u> <u>Department</u>
1	0	100
2	20	80
3	40	60
4	60	40
5	100	0

- (b) if no highway improvements are planned within the Department's 5-Year Long Range Program, SaskPower will be permitted to locate the pole lines within the existing highway right-of-way subject to the conditions stated in B.4.

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

- (c) the cost includes all reasonable costs incurred to acquire title to the additional right-of-way which includes the following: Surveying and any design necessary to establish the right-of-way width, appraisal, negotiation, expropriation, land purchase, damages, relocation, legal survey, plan preparation and examination, subdivision approval, plan registration, land conveyance, and payment processing.
- (d) SaskPower will pay the cost of weed control, if necessary, on the additional right-of-way width during the period it is not required by the Department.
- (e) SaskPower will provide a minimum of one year's notice to the Department for projects requiring land purchase.

APPENDIX "A"
STANDARDS AND PRACTICES APPLICABLE TO PROVINCIAL HIGHWAYS

B.4 LOCATION OF POLE LINES INTO EXISTING RIGHTS-OF-WAY AT SUBSTANDARD SETBACK DISTANCES

The following conditions apply when SaskPower places pole lines at setback distances less than specified in table A.3 (13):

- (a) SaskPower shall indemnify and hold the Department harmless from and against all claims, liabilities, losses, damages, costs claimed by or payable to a third party, including legal fees as between solicitor and client, expenses and causes of action relating to injury (including death) to persons or loss of or damage to property arising or alleged to arise from the presence of the poles.
- (b) SaskPower will pay the entire cost of relocating the pole line to the edge of the new right-of-way at the time of highway construction.

This section shall survive the expiration or termination of this Agreement.

C. NOTICES

The designated representatives and the names, addresses and telephone numbers of each party to be contacted pursuant to this Agreement are as follows:

NAME AND ADDRESS FOR ADMINISTRATIVE PURPOSES

SaskPower
Region Engineer

DEPARTMENT
District Engineer

Note: See attached
sheet for addresses
and phone numbers.

Note: See attached
sheet for
addresses and
phone numbers.

CONTACT PERSON IN EMERGENCIES

SaskPower
Customer Comm. Centre
Phone Number: (306) 566-3140

DEPARTMENT
District Engineer

LIST OF DEPARTMENT CONTACT PERSONS
FOR THE PURPOSE OF APPENDIX "A" PART C

Saskatchewan Highway and Transportation *List of Regional Contact Persons* as supplied below:

CONTACT PERSONS (List updated July 1996)

Attention: Director
Operation Services Branch
Saskatchewan Highways and Transportation
Southern Regional office
8th Floor, 1855 Victoria Avenue
Regina, Canada S4P 3V5
Phone: (306) 787-4937 Fax: (306) 787-4910

Attention: ~~Operations Engineer~~
~~Operations Services Branch~~
~~Saskatchewan Highways and Transportation~~
~~Central Regional Office~~
~~Room 140, 15 Innovation Boulevard~~
~~Saskatoon, Canada S7N 2X8~~
Phone: (306) 933-5185 Fax: (306) 933-5188

update

Attention: Operations Engineer
Operations Services Branch
Saskatchewan Highways and Transportation
Northern Regional office
81 North Industrial Drive
P O Box 3003
Prince Albert, Canada S6V 6G1
Phone: (306) 953-3503 Fax: (306) 953-3533

LIST OF SASKPOWER CONTACT PERSONS
FOR THE PURPOSE OF APPENDIX "A" PART C

Region Engineer

Swift Current Region
1800 Aberdeen Street
Box 580
Swift Current, Sask. S9H 3W4
Phone: 778-9734 Fax: 778-9158

Region Engineer

Regina Region
2025 Victoria Avenue
Regina, Sask. S4P 0S1
Phone: 566-2927 Fax: 566-2915

Region Engineer

Weyburn Region
1783 East Avenue
Box 2004
Weyburn, Sask. S4H 3M4
Phone: 848-2246 Fax: 848-0000

Region Engineer

Saskatoon Region
1302 Ontario Avenue
Saskatoon, Sask. S7K 3R3
Phone: 934-7797 Fax: 934-7933

Region Engineer

Prince Albert Region
3751 - 5th Avenue East
Box 5900
Prince Albert, Sask. S6V 7V6
Phone: 953-7641 Fax: 953-7604

Region Engineer

North Battleford Region
1302 - 100th Street
Box 760
North Battleford, Sask. S9A 2Z2
Phone: 445-1810 Fax: 445-2101

APPENDIX B

PERMIT FOR INSTALLATION OF SASKPOWER ELECTRICAL OR FIBRE OPTIC LINES ALONG, ACROSS OR WITHIN NINETY METRES (90 m) OF A PROVINCIAL HIGHWAY RIGHT-OF-WAY

Date: _____

Applicant File:
District File:

Applicant: SaskPower

Attention: _____

Re: _____

SaskPower is hereby granted consent to install and maintain a power line along and/or across Provincial Highway No(s). _____, in the manner and location(s) as shown on the attached drawings _____ subject to compliance with:

1. the Agreement for Utilization of Public Highway Right-of-Way; and
 2. any change(s) shown in red on the attached drawing(s).
 3. power line locations shall be as indicated on the drawing(s) or
-
-

4. Additional conditions (which shall prevail in the event of any conflict with the provisions of the Appendix):
-
-

Authorized:

District Engineer

NOTE: Department contact:

Name: _____ Phone: _____

Address: _____

APPENDIX C

CONSENT TO INSTALLATION OF POWERLINE(S)
ALONG AND/OR ACROSS PUBLIC HIGHWAYS OTHER THAN
PROVINCIAL HIGHWAYS

Whereas, pursuant to Section 9(d) of *The Department of Highways and Transportation Act* provides that the Minister has the power to control and regulate all matters pertaining to the construction by any person, across or along a public highway of power lines and fibre optic cables;

And Whereas Saskatchewan Power Corporation wishes to install power lines and fibre optic cables.

Now therefore, the Minister hereby grants consent to Saskatchewan Power Corporation installing underground and/or above ground powerlines and fibre optic cables along and/or across public highways.

1. In this consent:

"public highway and "provincial highway" shall have the same meanings as is ascribed to each in *The Highways and Transportation Act*;

2. Powerlines within 90 metres of a provincial highway property limit require individual approval by the Minister;
3. Saskatchewan Power Corporation undertakes to comply with the requirements of the Council of the Rural Municipality wherein the powerlines are to be installed, except that if SaskPower believes the demands of the Rural Municipality are unreasonable, SaskPower may appeal to the Department to assist with resolution;
4. Prior to installing powerlines, Saskatchewan Power Corporation shall:
 - (a) if required by the Rural Municipality, provide a copy of each route plan, outlining the manner and location of installation;
 - (b) if required by the Rural Municipality, have in their possession, a copy of the resolution of the Rural Municipality, approving the installation outlines in the aforementioned route plan.

APPENDIX C

CONSENT TO INSTALLATION OF POWERLINE(S)
ALONG AND/OR ACROSS PUBLIC HIGHWAYS OTHER THAN
PROVINCIAL HIGHWAYS

5. Subject to Clause 3, Saskatchewan Power Corporation shall install the underground powerlines and fibre optic cables at a minimum depth of 1.0 metre below a road surface and not less than 1.0 metre below the low point in the ditch. Overhead distribution lines crossing the highway shall be installed so as to allow an overheight 5.18 metre high vehicle to pass safely under the power line when the conductor is at maximum design sag. Overhead transmission lines crossing the highway shall be installed so as to allow a basic maximum height 4.15 metre vehicle with a 2.0 metre person on top of the load to pass safely under the power line when the conductor is at maximum design sag. This will apply to all power line crossings installed after September 1, 1994.
6. Saskatchewan Power Corporation shall provide at least 48 hours notice to the Administrator of the Rural Municipality prior to commencing work to install a powerline within the Rural Municipality. The 48 hour notice shall not include Saturdays, Sundays or statutory holidays.
7. Saskatchewan Power Corporation shall locate and protect all existing utilities and take whatever precautions necessary to protect them.
8. Where traffic control is necessary, Saskatchewan Power Corporation shall be responsible to traffic control arrangements in accordance with the advice and consent of the Council of the Rural Municipality and shall not unreasonably interfere with the public right of travel.
9. The surface of the ground so broken or opened up to install underground powerlines shall be restored as nearly as possible to its former condition.
10. Saskatchewan Power Corporation shall notify the Administrator of the Rural Municipality prior to undertaking any repairs or maintenance work which will involve excavation of the roadbed. In cases of an urgent nature where prior notification is not reasonably possible, Saskatchewan Power Corporation shall notify the Administrator of the Rural Municipality of the excavation as soon as possible.
11. This consent does not eliminate the need to comply with the requirements of any other government department or authority.

APPENDIX C

CONSENT TO INSTALLATION OF POWERLINE(S)
ALONG AND/OR ACROSS PUBLIC HIGHWAYS OTHER THAN
PROVINCIAL HIGHWAYS

12. Saskatchewan Power Corporation shall save harmless and keep indemnified Her Majesty the Queen in the Right of the Province of Saskatchewan as represented by the Minister of Saskatchewan Highways and Transportation from and against any and all expenses, damages, claims, demands, actions or judgements which may arise or be brought against Her Majesty the Queen in the Right of the Province of Saskatchewan by reason of construction or the existence of the hereinbefore works.

APPENDIX D
ADMINISTRATIVE PROCEDURES
PROVINCIAL HIGHWAYS

The party intending to conduct activities (the "Applicant") on Department facilities or SaskPower facilities as the case may be, will prepare and send three sets of construction route plans to the other party (the "Recipient"). The construction route plans must accurately identify the location of the proposed route and any facilities of the Recipient known to the Applicant. A permit is required before undertaking work in provincial highway right-of-way.

The letter accompanying the plans shall state in part:

"If you have any additional facilities we may have omitted, or if you have any other facilities in the area that might be in the path of our proposed construction route, we would request you to accurately identify the location of same on the plans and return one set of the plans to us."

The Recipient will return one set of plans with any additional information, provincial highway right-of-way, or locations of its facilities, noted thereon to the Applicant within 14 days after receipt. The Recipient will note whether or not the Recipient has any concerns with the proposed construction. If the Recipient has any problems with the plans, the Recipient shall contact the Applicant and reasonably acceptable terms will be negotiated. It is important that the Recipient make every effort possible to meet the 14 days.

Upon receipt by the Applicant of one set of the construction route plans together with written comments thereof from the Recipient, the construction route plans, the Recipient's comments and supporting documentation shall be deemed to be incorporated into and form part of this Agreement for Utilization of Public Highway Right-of-Way.

A permit will be issued when both parties agree to the work.

