



Statement of Policy and Procedure			
Department:	Public Works	Policy No.	107
Section:	Public Works	Issued:	February 24, 2020
Subject:	Municipal and Utility Easements Policy	Effective:	February 24, 2020
Council Resolution # and Date:	Council Resolution No. 0062 dated February 24, 2020		
		Replaces:	
Issued by:	City Clerk	Dated:	
Approved by:	Director of Public Works		

1 POLICY

- 1.01 All utility easements on City-owned land or City easements on third party-owned land are subject to approval of the Director of Public Works and must be formally registered with Information Services Corporation (ISC).

2 PURPOSE

- 2.01 To provide clarity of authorities for approval and execution of utility agreements.
- 2.02 To ensure efficiencies in those processes.
- 2.03 To ensure irregular or strategic easement implications are subject to the review of City Council.

3 SCOPE

- 3.01 Applies to the Director of Public Works, Public Works Department and to all applicable City employees and administrators.

4 RESPONSIBILITY

- 4.01 The City Manager and the Director of Public Works are responsible for ensuring compliance with the Policy.

5 DEFINITIONS

- 5.01 Utility Easement – an interest in land granted by the owner which allows a

public or private utility (example, City of Prince Albert, SaskPower, SaskTel, SaskEnergy, Shaw Cable, etc.) to use the land for the purpose set out in the easement.

5.02 City-Owned Land – includes all land owned or controlled by the City.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

6.01 Section 43 of the City's Administration Bylaw No. 13 of 2019 or any successor legislation.

7 PROCEDURE

7.01 Authority to Approve Utility Easement Agreements:

7.01.01 Easements similar in scope and effect to any of the template easement documents attached as Schedules 1 to 4 can be approved by the Director of Public Works as permitted by the Administration Bylaw.

7.01.02 Notwithstanding 7.01.01, easements that relate to subdivision applications, to properties immediately adjacent to municipal boundaries, or that contain terms or provisions inconsistent with and/or beyond the scope and effect of the scheduled template easement documents must be referred by the Director of Public Works to Council for approval.

Schedule 1

GRANT OF PUBLIC UTILITY EASEMENT TO MUNICIPAL CORPORATION

THIS AGREEMENT made in duplicate this ____ day of _____, _____.

BETWEEN:

hereinafter called “**the Grantor**”

-and-

CITY OF PRINCE ALBERT
a municipal corporation in the
Province of Saskatchewan,
Hereinafter called “**the Grantee**”

WITNESSETH:

1. The Grantor is the registered owner of an estate in fee simple in all that certain tract of land described as follows:

hereinafter called “**the Land**”.

2. In consideration of the sum of One Dollar (\$1.00) now paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, and in consideration of the covenants and conditions hereafter mentioned to be performed by the Grantee and for other valuable consideration, the Grantor does hereby grant, transfer, convey, assign and confirm an easement upon and under that portion of the Land as shown on Schedule “A”, herein called “the right-of-way”.
3. Such easement and right-of-way shall consist of the full power, license and permission at any and all times to the Grantee, its employees, agents or contractors or any of them, to enter upon and break or open up the Land with all the necessary machinery, vehicles and equipment to place or install on, over, under or through the right-of-way, structures, apparatus and equipment (herein called “**the Public Utilities**”) for the operation of the

Traffic Lights through or by means of the same, and further to inspect, repair, replace, or make connections with and to maintain the Public Utilities to do all work and things necessary and suitable for enabling the Grantee to accomplish effectively the fulfilling of its mandate to supply Public Utilities for which the within easement is hereby acquired.

4. (1) The Grantor shall not excavate, drill, install or erect or permit to be excavated, drilled, installed or erected on or under the said Land any permanent structure or other installation or improvement whatsoever or in any other way disturb the right-of-way or the Public Utilities therein. The Grantor shall not plant any trees, place or erect any building, structure, rock works or other improvement of whatsoever type or nature on, over or within the said right-of-way (referred to as "improvement") excepting those improvements which are made with the prior written approval of the Director of Planning and Development of the Grantee. The Grantor shall not alter the existing grade of the said Land.

(2) It is hereby agreed that the Grantee and its employees, agents or contractors may break or open the surface of the right-of-way and excavate same, and it is hereby agreed that whenever the right-of-way is so opened up, the Grantee shall diligently and expeditiously complete the work for which such breaking or opening up was required.

(3) It is hereby agreed that the Grantee shall not be required to restore any improvement placed on or erected over the said right-of-way or to pay for or compensate the Grantor or any third party for such improvement which may be broken up by the Grantee's exercising its rights under the provisions of this Agreement, excepting those improvements which are made with the prior written approval of the Director of Planning and Development. Notwithstanding the foregoing, the Grantee shall restore any fencing, topsoil, shrubbery or grass disturbed as far as possible to its former condition forthwith upon the work in the right-of-way being completed.

5. Subject to the restrictions expressly provided to this Agreement, the Grantor shall be allowed free access within the said right-of-way except insofar as it may be necessary for the Grantee to use the same for the purposes hereinbefore specified.

6. The Grantor further covenants and agrees that he shall notify purchasers or users of the said Land of the existence of the public utility installations and of the said easement.
7. The Grantor hereby grants authority to the Grantee to file and maintain this Easement by registration of their interest in the Land Titles Registry against the title to the Land by pursuant to section 10 of *The Public Utilities Easements Act*.
8. The terms “Grantor” and “Grantee” and references thereto include the executors, administrators, successors and assigned of the Grantor and the Grantee respectively, and the term “Grantor” includes all subsequent registered owners of the Land. All terms and references in the singular number and masculine gender shall also include the plural and feminine and neuter where the context so required, and all the covenants contained in this Agreement shall be deemed covenants running with the Land.
9. Nothing contained in this Agreement shall be interpreted as imposing a duty of obligation on the part of the Grantee to undertake the installation of public utilities it is permitted to do or undertake within the right-of-way.

IN WITNESS WHEREOF _____ has hereunto set its hand and seal this _____ day of _____, _____.

(seal) _____

IN WITNESS WHEREOF the City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, _____.

CITY OF PRINCE ALBERT

Schedule 2

CONSENT AND AGREEMENT WITH RESPECT TO ACQUISITION OF AND COMPENSATION FOR EASEMENT OF RIGHT-OF-WAY URBAN ELECTRICAL DISTRIBUTION

WHEREAS Saskatchewan Power Corporation, hereinafter called SPC, requires an Easement for right-of-way for the purpose of a powerline on, over, under and/or through the parcel of land described as follows:

LOT _____ BLK/PAR _____ PLAN NO _____ EXT _____;
SURFACE PARCEL # _____

Width of Easement 3 Meters
(hereinafter the "Easement")

NOW THEREFORE, CITY OF PRINCE ALBERT, hereinafter called the Owner, of the postal address of CITY HALL, 1084 CENTRAL AVENUE PRINCE ALBERT, SK, CANADA S6V 7P3, being the registered owner(s)/purchaser(s) under agreement for sale of the said parcel of land, do/does hereby consent and agree to the acquisition by SPC of the Easement to consist of the right to SPC by itself, its employees and/or agents to enter upon the said land for the purpose of constructing, placing, laying, operating, maintaining, inspecting, altering, removing, replacing, and/or repairing poles, anchors, kiosks, transformers and pads, wires, cables, conduits and other conductors, apparatus and equipment as SPC may consider necessary or convenient in connection with the operation of an electrical distribution system on, over, under, and/or through the said right-of-way together with the right ingress and egress to and from the said parcel of land for the employees, agents, vehicles, supplies and equipment to SPC for all purposes necessary or incidental to the exercise and enjoyment of the right hereby acquired (hereinafter "Work"), on the following terms and conditions:

- (1) The easement acquired hereunder will be evidenced at the Land Titles Registry either by registration of a Power Corporation Act Easement (s.23) or by the filing of a miscellaneous interest.

- (2) The consideration for the said easement shall be the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged.
- (3) It is hereby agree that whenever SPC desires to perform Work on the Easement, they shall provide the City within written notice, identifying the location and description of the Work, the time of the commencement and the duration of the Work.
- (4) SPC shall, on completion of any Work and after each successive entry made by SPC to the Easement, restore the Easement to its previous condition and ensure the condition of the Easement poses no risk for members of the public.
- (5) SPC shall exercise its rights with due care and attention with a view to avoiding any unnecessary damage to trees, shrubs, plants, flower beds, lawns or fences located within the said easement.
- (6) SPC shall indemnify and save harmless the owner from any and all liabilities, damages, costs, claims or actions caused by or resulting from the exercise by SPC of the rights granted herein, excluding those caused by or resulting from the willful or negligent acts or omissions of the owner or any tenant, servant, agent or contractor or employee of the owner, and others for whom the owner is responsible at law.
- (7) The owner shall be allowed free access to and use of the said parcel of land hereinbefore described, except insofar as it may be necessary for SPC to use the same for the purposes hereinbefore specified; provided further that the owner shall not, without the prior written consent of SPC, excavate, drill, install or erect or permit to be excavated, drilled, installed or erected on or under the said parcel of land any pit, well, trench, foundation pavement, building, or other structure or installation.
- (8) Upon the discontinuance of the said right-of-way and the exercise of the rights hereby acquired, SPC shall restore the said land to the same condition, so far as it is practicable to

do so, as the same was in prior to the entry thereon by SPC and the exercise by it of the rights hereby acquired.

(9) Nothing herein contained shall be deemed to vest in SPC any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the said parcel of land, except only the parts thereof that are necessary to be dug, carried away or used in the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, and/or repair of the said powerline, works, apparatus and equipment of SPC.

DATED this _____ day of _____, 2019.

WITNESS

ADDRESS

(PRINT NAME AND SIGNING AUTHORITY)

OCCUPATION

(PRINT NAME AND SIGNING AUTHORITY)

Schedule 3

THIS AGREEMENT made and entered into this _____ day of _____, 2019

BETWEEN:

CITY OF PRINCE ALBERT
In the Province of Saskatchewan,
Hereinafter called “**the Grantor**”

OF THE FIRST PART

-and-

SASKENERGY INCORPORATED,
Hereinafter called the “**the Grantee**”

OF THE SECOND PART

WITNESSETH:

THAT the Grantor being the registered owner of an estate in fee simple of certain lands described as follows:

All that portion of:

Blk/Par _____, Plan No. _____ Extension _____

Surface Parcel # _____

Title # _____

As shown as Utility Easement Right of Way Plan No.

IN CONSIDERATION of the sum of One Dollar (\$1.00) paid to the Grantor by the Grantee, (the receipt whereof is hereby acknowledged), and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by the Grantee, HEREBY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS to the Grantee as easement for a right-of-way on, over, under and/or through the said land (hereinafter the “Easement”), to consist of the right and privilege to the Grantee, by itself, its employees and agents, to enter upon the said land for the purpose of constructing, placing or laying thereon or thereunder a pipeline or pipelines, valves, fittings, meters and other apparatus and equipment as may be necessary of convenient in connection therewith for the carriage, conveyance, transportation and handling of natural or manufactured gas through or

by means of the same on, over, under and/or through the said easement, and also full power, license and permission at any and all times to the Grantee, its employees and agents, to enter upon the said easement or such portion thereof as shall be necessary for the purpose of inspecting, repairing, replacing and maintaining the said pipeline or pipelines, valves, fittings, meters, apparatus and equipment to do all work and things necessary and suitable for enabling the Grantee to accomplish effectively the purposes for which the within easement is hereby acquired by the Grantee, together with the right of ingress and egress to and from the said easement (hereinafter "Work").

PROVIDED and it is hereby agree that whenever the Grantee desires to perform Work on the Easement, the Grantee shall provide the City with written notice, identifying the location and description of the Work, the time of the commencement and the duration of the Work

AND THAT the Grantee shall, on completion of any Work and after each successive entry made by the Grantee to the Easement, restore the Easement to its previous condition and ensure the condition of the Easement poses no risk for members of the public or any entrants to the Easement or the surrounding area.

THE GRANTOR shall be allowed free access to and use of the land within the said easement, except insofar as it might be necessary for the Grantee to use the same for the purposes hereinbefore specified; provided further that the Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install or erect, or permit to be excavated, drilled, installed or erected upon or under the said easement any pit, well, foundation, pavement, building or other structure or installation.

THE GRANTOR shall not plant any trees or shrubs on the said easement without the prior written consent of the Grantee, and the Grantee shall have the right to trim, cut back or remove any trees or shrubs which because of overhanging branches or extensive root growth on, over or into that portion of the said easement, cause of any likely to cause interference with the aforementioned facilities or with their installation, maintenance and removal. All possible care shall be taken by the Grantee to avoid unnecessary damage to trees, shrubs, plants, flower beds or lawns located within the said easement.

THIS AGREEMENT shall enure to the benefit of and be binding upon the Grantor and the Grantee and their respective successors and assigns.

IN WITNESS THEREOF the parties hereto have executed there presents the day and year first above written.

CITY OF PRINCE ALBERT

SASKENERGY INCORPORATED

Schedule 4

MUNICIPAL ACCESS AGREEMENT

Dated for reference the _____ day of _____, 2019.

BETWEEN:

THE CITY OF PRINCE ALBERT,

a municipal corporation pursuant to the provisions of *The Cities Act* (the “City”)

- and –

SHAW CABLESYSTEMS LIMITED,

a body corporate registered pursuant to the laws of the Province of Alberta (the “Company”)

Introduction

1. The Company is a “telecommunications common carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“Telecom Act”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “Carrier”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “CRTC”);
2. The Company is regulated by the CRTC to operate as a Carrier.
3. The Company wishes to install and maintain wires, fibre-optic cables, ducts, conduits, manholes and other accessories, structures and other telecommunications equipment (collectively, “Equipment”) in, on, under, across or along (“Within”) the highways, streets, road allowances, lanes, bridges and other public places within the city and owned by or under the direction, control and management of the City (the “City Lands”).
4. The City is willing to permit the use of the City Lands on the terms and conditions contained in this Agreement.

Grant of Access

5. The City hereby consents to the Company’s non-exclusive use and occupation of the City Lands for the purpose of constructing, installing, maintaining, operating, repairing, replacing, inspecting and removing the Equipment subject to the terms and conditions of this Agreement.

6. The Company shall not install any of its Equipment in, on, under, above or across the City Lands without first:
 - a. making application by providing plans and information to the City setting out the location and nature of its Equipment Within the City Lands in the form required by the City; and
 - b. provide the City with fourteen (14) days written notice, which notice will identify the location and description of the work to be done, the time of the commencement and the duration of the work; and
 - c. submit detailed engineering plans as required by the City with respect to the work to be done; and
 - d. obtaining a written permit from the City with regard to the proposed location of the Equipment in, on, under, over, above or across the City Lands.
7. The Company shall have one (1) year from the date of the written approval granted pursuant to subsection 6(b) to install its Equipment.
8. The grant of consent to the Company pursuant to this Agreement shall not in any way restrict the City's right to enter the City's Lands or to otherwise use the City Lands for any purpose, at no cost to the City.
9. The City may refuse to grant consent to the Company to use any portion of the City Lands, not already occupied by the Company as of the date of this Agreement.
10. No use of City Lands pursuant to this Agreement shall create or vest in the Company any ownership or property rights in the City Lands or any portion thereof, except for the non-exclusive license to occupy expressly set out in this Agreement, and the Company shall be and remain a mere licensee of the City Lands.

Third Party Equipment

11. Subject to any third party obtaining the necessary prior written approval of the City and complying with all conditions of such approval, the Company may allow third parties to use its support structures or other Equipment subject to the associated rates, terms and conditions mutually agreed upon between the Company and the third party, and further provided that:
 - a. the Company's support structure license agreement requires the third party to comply, at the third party's expense with all applicable laws, statutes, codes, ordinances, rules, orders and regulation of all governmental authorities in form, and that the third party shall obtain and maintain any and all permits, licenses, official inspections or any other approvals and consents necessary or required, *including approval of the City*, for the placement or operation of the third party's equipment and/or structures; and
 - b. the Company does not charge a fee for the third party's use of the City Lands.

12. The Company may install their equipment in conjunction with third parties to use their support structures or other Equipment subject to the associated rates, terms and conditions in this agreement.

Payments to the City

13. The Company covenants and agrees to pay to the City, for each application:
 - a. for a project of 20 meters or less, a plan approval fee of \$ _____;
 - b. for a project in excess of 20 metres and less than 100 metres, a plan approval fee of \$ _____; or
 - c. for a project in excess of 100 metres, a plan approval fee of \$750.00.

All amounts payable under this Agreement shall be payable in Canadian currency.

14. The Company will pay all of the applicable GST, provincial sales tax and any and all other value added sales or other transaction taxes attributable to the fees paid by the Company pursuant to this Agreement.
15. The fees set out in section 13 shall be adjusted annually to reflect changes in the Saskatchewan Consumer Price Index (CPI) release by Statistics Canada with the first adjustment to be made January 1, 2020.
16. The fees payable in accordance with section 13 are not in lieu of any applicable taxes or local improvement charges payable to the City and the Company shall pay to the City all taxes properly assessable under the taxing authority of the City.

Term

17. This Agreement shall commence on _____, 2019 and shall continue for a period of five (5) years. This Agreement shall automatically renew for successive five (5) year periods without limitation to the number of renewal periods unless terminated in accordance with the terms of this Agreement.

Work on City Lands

18. Unless otherwise set forth in this Agreement, all costs and expenses associated with the construction, installation, maintenance, operation, repair, replacement or removal of Equipment, or any other activity by the Company in the exercise of its rights pursuant to this Agreement on the City Lands shall be borne by the Company.
19. Notwithstanding section 6, the Company may enter Within the City Lands and carry out routine maintenance, field testing, subscriber connections and any other work involving its Equipment upon providing written notice to the City identifying the location and description of the work, the time of the commencement and the duration of the work, without the consent of the City, but in no case will it carry out any excavation except in accordance with section 6.

20. The Company agrees that all work carried out by the Company on City Lands pursuant to this Agreement shall:
 - a. be conducted and completed to the construction standards prescribed by the City;
 - b. have an implemented safety program that meets all legislative requirements and be acceptable to the City.
 - c. be carried out in a good, workmanlike and timely manner;
 - d. comply with all applicable construction and safety codes, federal, provincial and municipal statutes, City construction standards, City service standards and City policies and procedures, as amended; and
 - e. not interfere in any manner with the property of the City or any other person except as contemplated in this Agreement.
21. Upon completion of any work pursuant to this Agreement, the Company shall commence work to restore and repair any alterations made by the Company on the City Lands and ensure to the standards of the City that the area on which the work was performed and the surrounding area poses no risk for members of the public or any entrants to those areas. If the Company fails to restore and repair in accordance with this section within twenty (20) days of receipt of written notice from the City or such other period of time agreed to by the parties, the City may complete the restoration and repair and charge all reasonable costs to the Company;
22. The Company will dispose of all earth, stone, asphalt, concrete and other materials removed from the City Lands during any work, at its sole cost and expense unless otherwise directed by the City. The City may reserve rights to salvage all or a portion of such materials at its cost and upon written notice to the Company and the Company will comply with such direction of the City.
23. If the City requires the installation, maintenance or removal of the Equipment to be stopped for a valid City purpose, the Company shall cease all such installation, maintenance or removal of the Equipment forthwith upon receipt of written notice from the City. The City's notice will include the reasons for the stoppage. The Company may recommence the work once the reasons for the stoppage have been addressed to the satisfaction of the City in provided in writing.
24. The Company shall not suffer or permit any liens to be filed or registered against the City Lands or other City-owned property.
25. The Company shall provide "as-built" drawings to the City of the Company's Equipment on the City Lands within two (2) months of completing the installation of any Equipment at no cost to the City in an electronic or digital format acceptable to the City.
26. The Company agrees that throughout the Term it shall, at its own costs, ensure that all of its cable lines are recorded and maintained through its locate system DIG-SHAW and shall continue to participate in forums dedicated to promote and educate both the public

and private sectors in the prevention of injuries to persons and damage to properties and to promote safe working environments for all stakeholders in the digging community.

27. The Company shall, at no cost to the City, provide locations of its Equipment within 2 business days of receiving a request by the City.

Condition of City Lands

28. The City has made no representations or warranties as to the state of repair of the surface of the City Lands or the suitability of the City Lands for any business, activity or purpose whatsoever and the Company hereby agrees to take the City Lands on an “as is” basis.

Maintenance and Repair

29. The Company agrees, at its sole cost and expense, to maintain the Equipment in safe, good and substantial repair to the reasonable satisfaction of the City.
30. At a reasonable time, the Company will permit the City to inspect the Equipment for the purpose of ascertaining the condition or state of repair or for verifying that no default has occurred under this Agreement.
31. Where an inspection reveals that repair or maintenance of Company’s Equipment may be necessary in order to prevent damage to the City Lands or to the Company’ Equipment, the City shall give the Company reasonable advanced written notice of the need for such repair or maintenance and the Company hereby agrees to promptly and in accordance with such notice, to inspect the applicable Equipment and if required commence any work required within reasonable time and to diligently proceed to complete the work in a good and workmanlike manner. In default of the Company carrying out the work required to repair or maintain the Equipment, the City may carry it out at the sole cost and expense of the Company. If the City effects repairs and maintenance pursuant to this section, the City shall incur no liability arising from damage to the Company’s Equipment.

Emergency

32. The Company shall provide to the City a list of 24-hour emergency contact personnel for the Company and shall ensure that the aforementioned list is always current. The City Public Works Department maintains an emergency after hours line at 306-953-4348.
33. In an emergency or situation of necessity, involving any Equipment or the activities of the Company on City Lands, which constitutes a danger or potential danger of bodily injury or substantial damage to property, the Company shall, where applicable, provide telephone notice to the City prior to commencing any emergency repair. If advance notice cannot be provided by the Company, the Company shall provide notice to the City as soon as reasonably possible thereafter. The Company shall forthwith take steps or cause steps to be taken, at its sole cost and expense, to alleviate the emergency in as timely a manner as possible and shall restrict the use of the City Lands by the City as minimally as possible in the circumstances.

34. Notwithstanding sections 6 or 33, in the event of an emergency situation, the City shall as soon as reasonably practicable contact the Company and, as circumstances permit, allow the Company a reasonable opportunity to remove, relocate, protect or otherwise deal with the Equipment, having regard to the nature of the emergency. Despite the foregoing, the City may take all such measures it deems necessary to address the emergency and otherwise re-establish a safe environment, and the Company shall pay the City's cost that are directly attributable to the work or the presence of the Equipment in the City Lands.

Relocation

35. Upon receipt of 60 days written notice from the City, the Company shall, at its sole cost and expense, relocate any Equipment within the City Lands, or perform any other work in connection with this Equipment as required by the City to comply with safety standards or accommodate any relocation, installation, modification, repair, construction, upgrading or removal of City facilities provide that in case of emergency, the City may take any measures deemed necessary for public safety as the City shall determine, and the Company shall reimburse the City for all expenses incurred.
36. If the Company fails to complete the relocation of its Equipment or any other such work in a timely manner and to the reasonable satisfaction of the City, the City may, but is not obligated to, at its sole option, complete such relocation or other work.
37. The responsibility for the costs incurred in relocating the Company's Equipment or performing such work referenced in sections 35 and 36 (at the City's request) shall be based upon the permit approval dates on projects since before or after the execution of this agreement. In the absence of a permit approval date, the Company will bear all costs associated with moving the Equipment. The formula set out as follows:
- a. for relocation of Equipment installed or, as the City may determine in its sole discretion, substantially upgraded under a permit dated less than 5 years prior to the relocation, the City will pay the full amount of all reasonable relocation costs;
 - b. for relocation of Equipment installed or, as the City may determine in its sole discretion, substantially upgraded under a permit dated 5 or more years but less than 9 years prior to the relocation, the City will pay the full amount of all reasonable relocation costs less:
 - (2) 20% for relocations in year 5;
 - (3) 40% for relocations in year 6;
 - (4) 60% for relocations in year 7; and
 - (5) 80% for relocations in year 8;
 - c. for relocation of Equipment installed or, as the City may determine in its sole discretion, substantially upgraded under a permit dated 9 years prior to the relocation, the Company will be responsible for all relocation costs.
38. Notwithstanding section 37, the City and the Company agree that special circumstances may arise with respect to specific location approvals whereby it may be appropriate for the parties to mutually agree to waive the above-noted provisions and

to negotiate alternative arrangements which shall be agreed upon in writing.

Security

39. The City may require the Company to post reasonable security in an amount and form reasonably acceptable to the City to guarantee performance by the Company of its obligations under this Agreement. Security posted in respect of certain work shall be released by the City when the work is completed to the satisfaction of the City.

Hazardous Substances

40. The Company agrees to assume any and all environmental liabilities relating to the use of the City Lands by the Company, including but not limited to, liability for cleanup for any hazardous substance on or under the City Lands which result from the use, activities or operations of the Company in, on or about the City Lands or which result from any products or goods brought upon the City Lands by the Company, or by any person with the consent, express or implied of the Company.

Indemnification

41. The City shall not, in connection with this Agreement, be liable for any damage to the Equipment or other property of the Company, or for the injury or death of any officer, employee, agent or contractor, licensee or invitee of the Company except where caused by the wilful misconduct or negligence of the City or its employees.
42. Subject to sections 41 and 44, the Company hereby indemnifies the City from and against all losses, liabilities, costs, damages, and expenses (including reasonable legal fees and disbursements) incurred by the City in connection with this Agreement as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the wilful misconduct or negligence of the Company, its officers, employees, agents, contractors, licensees or invitees.
43. Subject to sections 41 and 44, the City hereby indemnifies the Company from and against all losses, liabilities, costs, damages, and expenses (including reasonable legal fees and disbursements) incurred by the Company in connection with this Agreement as a result of any claim, action, suite or proceeding based on a claim of injury to the person or property of any third party caused by the wilful misconduct or negligence of the City, its officers, employees, agents, contractors, licensees or invitees.
44. Neither the Company nor the City shall have any liability to the other for any indirect or consequential damages, or losses, or damages for pure economic loss, however caused or contributed to, in connection with this Agreement.

Insurance

45. The Company shall maintain insurance in sufficient amount and description as will protect the Company and the City from claims for damages, personal injury including death, and for claims from property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Equipment on

or in the City Lands or any act or omission of the Company's agents or employees while engaged in the work of placing, maintaining, renewing or removing the Equipment and such coverage shall include all costs, charges and expenses reasonably incurred with any injury or damage.

46. The Company further agrees that:

- a. the limits of liability for personal injury, bodily injury and property damage combined shall be for no less than \$5,000,000.00 for each occurrence;
- b. the comprehensive general liability insurance shall extend to cover the contractual obligations of the Company pursuant to this Agreement;
- c. a certificate of insurance shall be provided to the City; and
- d. all policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days written notice to the City by registered mail.

Termination

47. The City may, at its option, upon 30 days written notice to the Company terminate this Agreement if:

- a. any sums payable hereunder by the Company to the City shall be unpaid for 45 days after the day on which same become due; or
- b. the Company is in material default in the observance of any other of the terms, conditions or covenants contained in this Agreement and fails to rectify the default within 30 days after receipt of written notice from the City, or if the default is such that it cannot reasonably be rectified in 30 days and the Company fails to commence rectification within the said 30 days.

48. This Agreement shall terminate if an order is made or an effective resolution is passed for the winding up, dissolution or liquidation of the Company, if the Company ceases or threatens to cease to carry on its business, becomes insolvent or bankrupt, commits any act of bankruptcy, goes into liquidation either voluntarily or under an order of a Court of competent jurisdiction, makes a general assignment for the benefit of its creditors, files a proposal or a voluntary assignment under the *Bankruptcy and Insolvency Act (Canada)*, admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency, or if a petition is filed against the Company under the *Bankruptcy and Insolvency Act (Canada)*.

49. Upon termination of this Agreement for any reason, the Company shall:

- a. notify the City if the Company has abandoned any Equipment and at the request of the City, the Company shall, within a reasonable period of time after such request, remove such abandoned Equipment that is above ground at its sole cost and expense. Upon removal of the abandoned Equipment by the Company, it shall forthwith repair any damage resulting from such removal and restore the City

Lands, to the condition in which they existed prior to the removal. If the Company fails to remove its Equipment that is above ground and restore the City Lands, the City may complete the removal and restoration and charge all costs incurred to the Company. The Company agrees that any insurance required pursuant to this Agreement shall remain in full force and effect until all of its abandoned Equipment that is above ground has been removed as requested by the City in accordance herewith.

Failure to Perform

50. If the Company fails to complete the relocation of the Equipment or fails to repair the City Lands or to do anything else required of the Company pursuant to this Agreement in a timely and expeditious manner to the reasonable satisfaction of the City, the City may, but is not obligated to, at its option complete such relocation or repair and the Company shall pay the costs of such relocation or repair to the City forthwith plus an overhead equal to 15 % percent of such costs and in default of payment thereof, the amount of such costs shall bear interest payable at the rate of 1.5% per month, (18% per annum) until paid. This stipulation for interest shall not prejudice or affect any of the remedies available to the City by law or by the terms of this Agreement.

Compliance with Laws

51. The Company shall procure and maintain at its sole cost and expense, such licenses, permits or approvals, from federal, provincial, municipal or other government authorities as may be necessary to enable the Company to conduct its business or exercise the rights granted to it pursuant to this Agreement on the City Lands.
52. The Company shall operate its business and shall carry on and conduct all activities on City Lands in compliance with all federal, provincial and municipal statutes, orders, regulations and bylaws as amended.

Dispute Resolution

53. The parties will attempt to resolve any dispute arising out of this Agreement promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing party shall provide the other party with written notice of the same and the parties shall attempt to resolve such dispute between senior officers who have the authority to settle such dispute. All negotiations conducted by such officer shall be confidential and shall be treated as compromise and settlement negotiations. If the parties fail to resolve such dispute within thirty (30) calendar days of the non-disputing party's receipt of the written notice, either party may initiate legal proceedings.

Notice

54. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, of other than the delivery of an original document, by facsimile transmission to the City at the following address:

City of Prince Albert Public Works Department
1084 Central Avenue, Prince Albert, SK S6V 7P3 Fax: (306) 953-4915
Attention: Surface Works Manager

And to the Company at the following address:

Shaw Cablesystems Limited
Suite 900, 630 – 3rd Avenue SW, Calgary, Alberta T2P 4L4
Attention: VP, Operations
With a copy to: Senior VP, General Counsel and Corporate Secretary
Fax: (403) 716-6544

55. Any notice may also be given by prepaid registered mail mailed within the province of Saskatchewan and such notice shall be effective 5 days following the date of mailing, except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile transmission as stated above.

Assignment

56. The Company shall not assign, transfer or sublet any rights or privileges granted hereunder without the prior written consent of the City, which consent will not be unreasonably withheld.

General

57. This Agreement shall be construed and governed by the laws of the Province of Saskatchewan.
58. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, including successors in title, and permitted assigns.
59. Nothing herein shall be construed as in any way constituting this a partnership among or a joint venture by the parties hereto, or be construed to evidence the intention of the parties to constitute such a relationship. Neither party shall hold itself out contrary to the terms of this clause by advertising otherwise, nor become liable or bound by a representation, act or omission whatsoever of the party contrary to the provisions of this section.
60. This Agreement is the entire agreement between the parties with regard to the matters dealt with in it. And there are no understandings or agreements, between the parties

except as expressly set out in this Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

61. The waiver by the City or the Company of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate such or any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement.
62. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provisions had not been included.
63. Neither party shall be responsible an event beyond the reasonable control of the party, including, without limitation, an act of God, earthquake, storm, washout, landslide, avalanche, extreme weather condition, fire, flood, vandalism, acts of public enemies, war, blockades, insurrection, riot, flood, or civil disturbance, epidemics or prohibitions by any court or government board, department, commission or agency. A lack of funds shall not be deemed an event of force majeure.
64. This Agreement shall not be modified, varied or amended except by an instrument in writing by the parties hereto.

THIS MUNICIPAL ACCESS AGREEMENT EXECUTED BY:

DATED AT _____, Saskatchewan, this _____ day of _____, 2019.

SHAW CABLESYSTEMS LIMITED

DATED AT Prince Albert, Saskatchewan, this _____ day of _____, 2019.

THE CITY OF PRINCE ALBERT

Mayor

City Clerk