Minute No. 430
Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – June 8, 2018

Item No. 5 Encroachment Agreement – West Side of Brookside Boulevard, North of Inkster Boulevard

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and adopted the following:

1. That the proposed Terms and Conditions for an Encroachment Agreement, attached hereto as Schedule A, in favour of The Rural Municipality of Rosser for the land on the west side of Brookside Boulevard, north of Inkster Boulevard, be approved.

2. That the City enter into, execute and deliver an Encroachment Agreement with The Rural Municipality of Rosser and such other agreements (the "Ancillary Agreements") as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing.

3. That the authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Encroachment Agreement and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

4. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – June 8, 2018

DECISION MAKING HISTORY:

Moved by Councillor Pagtakhan,

That the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 13, 2018, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On June 8, 2018, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: Encroachment Agreement to Allow for an Underground Forcemain on the West Side of Brookside Boulevard, North of Inkster Boulevard

Critical Path: Standing Policy Committee on Property and Development, Heritage, and Downtown Development - Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO
M. Pittet	J. Kiernan	M. Ruta	D. McNeil

EXECUTIVE SUMMARY

The Planning, Property and Development Department (the "Department") has negotiated the proposed Terms and Conditions of an Encroachment Agreement in favour of The Rural Municipality of Rosser (the "Licensee"). The Licensee intends to construct an underground sewer forcemain on the west side of Brookside Boulevard, north of Inkster Boulevard.

The Licensee will be responsible for all costs associated with the Encroachment Agreement for an encroachment.

The Ward Councillor concurs in the recommendation of the Department.

RECOMMENDATIONS

1. That the proposed Terms and Conditions for an Encroachment Agreement, attached hereto as Schedule A, in favour of The Rural Municipality of Rosser for the land on the west side of Brookside Boulevard, north of Inkster Boulevard, be approved.

2. That the City enter into, execute and deliver an Encroachment Agreement with The Rural Municipality of Rosser and such other agreements (the "Ancillary Agreements") as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing.

3. That the authority be delegated to the Chief Administrative Officer to negotiate and approve the terms and conditions of the Encroachment Agreement and the Ancillary Agreements, in accordance with this report and such other terms and conditions deemed

necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

4. That the proper officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REASON FOR THE REPORT

Clause 4(1)(d) of the Encroachment By-law No. 692/74 (the "By-law) states:

"Where the encroachment is of an unusual or commercial nature that it be referred to the Designated Officer of the City for the purpose of negotiating a reasonable rental and making recommendation to the Chief Administrative Officer for subsequent referral to Council".

Further, in Section 2 of the By-law, Designated Officer is defined as "the Director of Planning, Property and Development or such other person as may be authorized in writing by the said Director to exercise some or all of the powers vested in him by this By-law".

The Department has negotiated Terms and Conditions of an Encroachment Agreement for an encroachment in favour of the Licensee.

IMPLICATIONS OF THE RECOMMENDATIONS

The Department has determined that there are no general, policy, regulatory, environmental, human resource, or other implications of this report.

The Encroachment Agreement may be terminated upon ninety (90) days' written notice should the City require these lands for any purpose in the future.

The Licensee will be responsible for all costs associated with this Agreement.

HISTORY/DISCUSSION

The northwest corner of Brookside Boulevard and Inkster Boulevard lies within the Rural Municipality of Rosser and is developed within an industrial park. The Licensee would like to begin constructing an underground forcemain on the west side of Brookside Boulevard, north of Inkster Boulevard (identified on Schedule B) to facilitate further development within the industrial park. As a result, the Licensee requires private services within a right-of-way (an encroachment) in order to connect to the nearest municipal services. The application was circulated to applicable City departments and public utilities for consideration and comments. All comments and concerns have been incorporated into the signed terms and conditions (attached as Schedule A).

The Risk Management Division of Corporate Finance reviewed the insurance requirements for this proposed encroachment and their comments have been incorporated into the Terms and Conditions.

The Department has negotiated proposed Terms and Conditions of an Encroachment Agreement in favour of the Licensee. The rent for the Agreement is based upon the encroachment license annual rate noted in the City of Winnipeg 2018 Fees and Charges Schedule. The encroachment license annual rate is currently set at $25.60 per square metre.

The Ward Councillor concurs in the recommendation of the Department.

It is noted that the City of Winnipeg and the Rural Municipality of Rosser have an existing Wastewater Service Sharing Agreement. The Encroachment Agreement and Wastewater Service Sharing Agreement are related agreements and the Encroachment Agreement is only effective so long as the Wastewater Service Sharing Agreement is effective. At the time of writing of this report, the Wastewater Service Sharing Agreement is not yet in effect, therefore the commencement date of the Encroachment Agreement has yet to be determined.

FINANCIAL IMPACT

Financial Impact Statement

Date: May 23, 2018

Project Name:

First Year of Program 2018

Encroachment Agreement to Allow for an Underground Forcemain on the West Side of Brookside Boulevard, North of Inkster Boulevard

	2018	2019	2020	2021	2022
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	1,584	402	410	418	427
Net Cost/(Benefit)	$ (1,584)	$ (402)	$ (410)	$ (418)	$ (427)
Less: Existing Budget Amounts	(1,584)	(402)	(410)	(418)	(427)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2018 consist of the annual license fee of $14.08 and lease admin fee of $380 plus a one-time document preparation fee of $1,190. Revenues from 2019 onward consist of the license fee & lease admin fee increased by an assumed inflation rate of 2%. All costs are the responsibility of the R.M.

"Original signed by"
Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION

This Report has been prepared in consultation with:

Legal Services (as to legal issues)
Risk Management (as to insurance requirements)
Ward Councillor

OURWINNIPEG POLICY ALIGNMENT

01-1a – City Building- Direction 1: Develop and Apply Direction Strategies

01-1a – City Building- Direction 3: Promote Compact Urban Form and Manage the Extension of Municipal Services for New Growth

01-1c –New Communites – Key Community: New Communities will continue to play an important role in accommodating the city's projected population growth. These New Communities will be planned as complete from the outset and will continue to achieve a high standard of sustainability in planning, design, construction and management.

SUBMITTED BY

Department: Planning, Property and Development Department
Division: Real Estate and Land Development
Prepared by: Armohan Singh, Real Estate Officer
Date: May 23, 2018
File: TBD

Attachments:

Schedule A – Proposed Terms and Conditions
Schedule B – Misc. Plan
Schedule C – Manitoba Hydro and/or Centra Gas Manitoba Advisories

SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR AN ENCROACHMENT AGREEMENT TO ALLOW FOR UNDERGROUND FORCEMAIN ON THE WEST SIDE OF BROOKSIDE BOULEVARD, NORTH OF INKSTER BOULEVARD.

Use:	Install and maintain underground forcemain on the West side of Brookside Boulevard, North of Inkster Boulevard (hereinafter referred to as the "Licensee's Forcemain");
Licensor: Licensee:	The City of Winnipeg (herein called the "City"); The Rural Municipality of Rosser (herein called the "Licensee");
Encroachment Area:	Shown and identified as: • "Approximate location of proposed forcemain (250 mm) - Encroachment Area: 0.55 ± m² (5.9 ± ft²)" on Misc. Plan No. 15295, attached hereto as Schedule "B"; (hereinafter called the "Encroachment Area");
Term:	Annually continuing, commencing on the later of: • the first day of the month following approval from the City's Standing Committees and Council; or • the "Effective Date" as defined in the Service Sharing Agreement between The City of Winnipeg and The Rural Municipality of Rosser dated May 1, 2014; or • such other date as mutually agreed upon and approved by the City's Director of Planning, Property and Development (hereinafter called the "Director");
Rental:	JW $14.08 As. ~~$18.75~~ per annum, plus GST, payable yearly in advance, computed on the basis of the fees outlined in the City of Winnipeg *Encroachment By-Law No. 692/74* and amendments thereto, in event that the By-law is amended changing the fees charged for encroachments, the rental paid under this agreement shall be adjusted accordingly;
Administrative Fee:	Annual administrative fee of ~~$375.00~~ $380.00 1.s. plus GST JW
Document Preparation Fee:	A one-time Legal Services Document Preparation Fee in the amount of $1,190.00 plus GST payable prior to the commencement date;
Taxes:	The Licensee is responsible for all realty taxes, municipal taxes, school taxes, local improvements, license fees, business tax, etc. of which may be charged in respect of the use and occupation of the Encroachment Area.
Other Fees, Licenses, Taxes, etc.	The Licensee shall be responsible for all other license fees, business tax, levies, etc. which may be charged in respect of the use and occupation of the Encroachment Area.
Insurance:	The Licensee shall obtain and keep in force during the full term of the agreement, and any extension thereof, the following insurance coverage:

Commercial general liability insurance in the amount of at least five million dollars ($5,000,000) per occurrence for bodily injury and property damage. Such liability policy to include the City of Winnipeg as an additional insured and contain evidence of contractual liability and cross liability clause, owners and contractors protective liability, unlicensed motor vehicle liability, non-owned automobile liability, contingent employer's liability and products and completed operations liability;

Automobile liability insurance for owned automobiles to be used for or in connection with this agreement in the amount of at least five million ($5,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

Environmental impairment liability insurance in an amount not less than five million ($5,000,000.00) dollars per claim and five million ($5,000,000.00) in the aggregate.

All policies to be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

Deductibles shall be borne by the Licensee;

The Licensee shall not cancel, materially change or cause any such policies to lapse without a minimum of thirty (30) days prior written notice to the City of Winnipeg;

The Licensee shall file with the City a certificate of insurance in a form satisfactory to the City's Supervisor of Insurance;

The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this lease agreement and any subsequent renewals thereof, provided that the City shall give the Licensee reasonable notice and shall request reasonable change;

Cancellation: Ninety (90) days' written notice by either party or on the date of termination or expiration of the Service Sharing Agreement between The City of Winnipeg and The Rural Municipality of Rosser dated May 1, 2014, whichever is sooner.

Should the Licensee be in default of any of the terms and conditions of the Agreement, the City shall provide the Licensee with thirty (30) days' written notice to remedy the default along with a description of the nature of the default. Should the Licensee not remedy the default to the satisfaction of the City, the City, at its sole discretion, may terminate this Agreement within fifteen (15) days following the expiration of the thirty (30) days' notice period;

In the event of termination, cancellation or expiration of the Agreement the Licensee shall remove its property from the Encroachment Area and leave same in a condition satisfactory to the City. Should the Licensee default in so doing the City may remove the Licensee's property and restore the Encroachment Area at the sole risk and expense of the Licensee;

Notwithstanding the forfeiture or termination of this Agreement in any manner

herein provided for, the Licensee shall be and remain liable to the City for all payments due and obligations and liabilities to the City for all payments due and obligations and liabilities incurred hereunder up to the date of such forfeitures or termination and for the fulfillment of all obligations on the part of the Licensee to be observed and performed upon after the said termination;

Conditions:

That the approval of this application by the Designated Officer – Encroachments is only valid for a period of six (6) months from the date of said approval unless the Licensee enters into an Encroachment Agreement with the City of Winnipeg within the stated time frame, or alternatively obtain an extension of time from the Designated Officer – Encroachments;

The Licensee acknowledges and agrees the Encroachment Area is located within a right-of-way and is governed by The City of Winnipeg By-law No. 692/74;

The Licensee understands and agrees that the Encroachment Area is licensed on an "as is" basis.

The City shall have the right to access the Encroachment Area at any time (twenty four hours a day, seven days a week) by its employees or other persons acting with its authorization, with or without equipment for any purpose whatsoever, including to maintain, operate, repair, inspect or rehabilitate existing water mains, sewer lines and appurtenances located within the Encroachment Area without being responsible for any damage occasioned thereby.

The Licensee shall ensure that no other sewer connections are hooked up and connected to the Licensee's Forcemain.

The Licensee shall construct, install, maintain, repair, restore replace and/or operate the Licensee's Forcemain in accordance with applicable City standards acceptable to the City's Director of Water and Waste including, without limitation, the City's Standard Construction Specifications and Development Design Guidelines as amended from time to time and in accordance with the Sewer By-law No. 92/2010 and all other applicable laws.

The City reserves the right for Bell MTS Inc., Manitoba Hydro-Electric Board, Centra Gas Manitoba Inc. or other public utilities (hereinafter referred to as the "Public Utilities") to enter upon the Encroachment Area at any time without notice to the Licensee for maintenance, repair or installation of their utilities without the City and/or Public Utilities being responsible for any damage occasioned thereby. Any removal or relocation of existing facilities as a result of the proposed license will be at the expense of the Licensee.

The Licensee shall be responsible for all costs, utilities, and operating expenses in connection with the use and occupation of the Encroachment Area including, but not limited to: license fees, business tax, garbage removal, snow removal, security, etc.

The Licensee shall also be responsible for cleanup of litter in the immediate area as a result of use and occupation of the Encroachment Area.

The Licensee shall not assign this agreement or sublet the Encroachment Area without the prior written consent of the City. And further, the Licensee acknowledges and agrees that upon its making application for such consent by the Director, the Licensee shall pay to the City a non-refundable administration fee of two hundred and fifty dollars ($250.00), plus applicable GST. Any consent by the City to an assignment shall not relieve the Licensee of its obligation for the payment of rents hereby reserved and the performance of the terms and conditions herein contained.

The Licensee shall release, indemnify and save the City harmless from and against any and all claims for damages or injuries, including death, which may arise from the use of the Encroachment Area by the Licensee. This provision shall survive any termination, cancellation or expiration of this Agreement.

That if at any time during the term the City's use or requirements for the Encroachment Area reasonably necessitate the relocation and/or modification and/or removal of the Licensee's property on the Encroachment Area, the Licensee shall be responsible to do all things necessary to relocate and/or modify and/or remove its property as required by the City and to pay all costs and expenses associated therewith.

Unless otherwise specified herein, all improvements, development and construction on the Encroachment Area are to be performed at the sole cost, expense and effort of the Licensee, including but not limited to obtaining all permits required to develop, occupy and utilize the Encroachment Area for its intended use. All improvements, development and construction are subject to prior written approval of the Director;

The Licensee will not erect or permit the erection of any building or structure whatsoever on the Encroachment Area, nor make any excavation therein or improvement thereon, without the prior written approval of the Director;

The Licensee shall maintain at its own expense the Encroachment Area in good repair in accordance with industry standards and in a safe, clean and tidy condition to the satisfaction of the City;

In the event that the Encroachment Area require repair and the Licensee receives a written notice from the City, the Licensee shall forthwith perform the repairs at its sole cost, expense and effort. If the Licensee does not so repair, the City may enter upon the Encroachment Area and conduct the repairs at the sole cost and expense of the Licensee;

The Licensee shall not suffer or permit any claim, lien or charge under *The Builders' Liens Act*, C.C.S.M. c. B91, or any like statute to be made, filed or registered against the City or against the Encroachment Area or any fixtures or improvements thereto by reason of work, labor, services or materials supplied or claimed to have been supplied to the Licensee.

The Licensee shall not release into the environment, or deposit, discharge, place or dispose of, at, on or near the Encroachment Area and/or adjoining

City land, any dangerous goods as that term is defined in *The Dangerous Goods Handling and Transportation Act*, C.C.S.M. c. D12, as amended, replaced or substituted from time to time

The Licensee is to comply with all laws, by-laws and regulations of any federal, provincial or municipal or other applicable authority;

The Licensee acknowledges and agrees that the City has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, conditions or suitability of the Encroachment Area for any use or purpose, nor as to any environmental conditions which may exist;

That snow removal on the Encroachment Area shall be the responsibility of the Licensee;

Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of a force majeure event, including, but not limited to: strikes; walkouts; labour troubles; industrial disturbances; inability to procure materials or services; failures, fluctuations or non-availability of electric power, heat, light, ventilation or air-conditioning; governmental laws, regulations or controls; riots; civil commotions; insurrections; sabotage; terrorism; invasion; rebellion; military or usurped power; war or warlike operations; blockades; epidemics; washouts; nuclear and radiation activity or fallout; explosions; natural disasters; acts of God; or other reason whether of a similar nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The provisions of this section shall not operate to excuse Licensee from the payment of Fees in the amounts and at the times specified in this Agreement nor shall they apply so as to extend the period of time for the Licensee to complete Licensee's work or to extend the fixturing period, if any, nor shall they entitle the Licensee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Manitoba Hydro/Centra Gas Advisories: The Licensee acknowledges and agrees that it has taken notice of the advisories provided by Manitoba Hydro and/or Centra Gas Manitoba Inc. as found attached at Schedule "C".

Bell MTS Advisories: Bell MTS Inc. advises of the following:

- Extreme caution must be used when excavating in the vicinity of a Bell MTS buried plant and the Licensee must contact Call-Before-You-Dig by calling 1-800-940-3447 or 204-480-1212 or by visiting http://clickbeforeyoudigmb.com/, 48 hours prior to excavation for further confirmation in the field.

Water and Waste The City's Water and Waste Department advises of the following:

Department Advisories:

- The Licensee must obtain all applicable permits, including an occupancy permit, prior to any further development.
- The Licensee acknowledges and agrees that, if any work or maintenance needs to be performed on the City-owned infrastructure, and the Licensee's Forcemain is in any way impeding this work or maintenance, the Licensee's Forcemain may need to be removed and any removal/restoration would be at the sole expense of the Licensee.
- For all necessary sewer work and maintenance, the Licensee shall employ only contractors that are licensed and approved annually pursuant to the provisions of The City of Winnipeg Sewer By-Law No. 92/2010. The Licensee shall ensure that each such licensed contractor files evidence of insurance with the City in accordance with the City's licensing requirements pursuant to The City of Winnipeg Sewer By-Law No. 92/2010 and maintains such insurance for the full term of the agreement.

Other:

The Licensee shall enter into a formal agreement with the City embodying the foregoing Proposed Terms and Conditions and such other Terms and Conditions as the Director of Legal Services deems necessary and in a form satisfactory to the Director of Legal Services.

The proposed terms and conditions of the proposed Encroachment Agreement are subject to the final approval of the City's Standing Committees and Council, or its delegated authority, and are not binding until such time as that approval is obtained.

THE RURAL MUNICIPALITY OF ROSSER HEREBY AGREES TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH THE CITY OF WINNIPEG FOR THE USE OF THE PROPERTY IDENTIFIED AS: "Approximate location of proposed forcemain (250 mm) - Encroachment Area: 0.55 ± m² (5.9 ± ft²)" ON MISC. PLAN NO. 15295; AND IN ACCORDANCE WITH THE PROPOSED TERMS AND CONDITIONS AS OUTLINED HEREIN.

THE RURAL MINICIPALITY OF ROSSER

Per: _____ May 9, 2018

DATE

Larry Wandowich

NAME

Chief Administrative Officer

TITLE

I/We have been authorized to bind the Corporation

Please provide the following Licensee contact information:

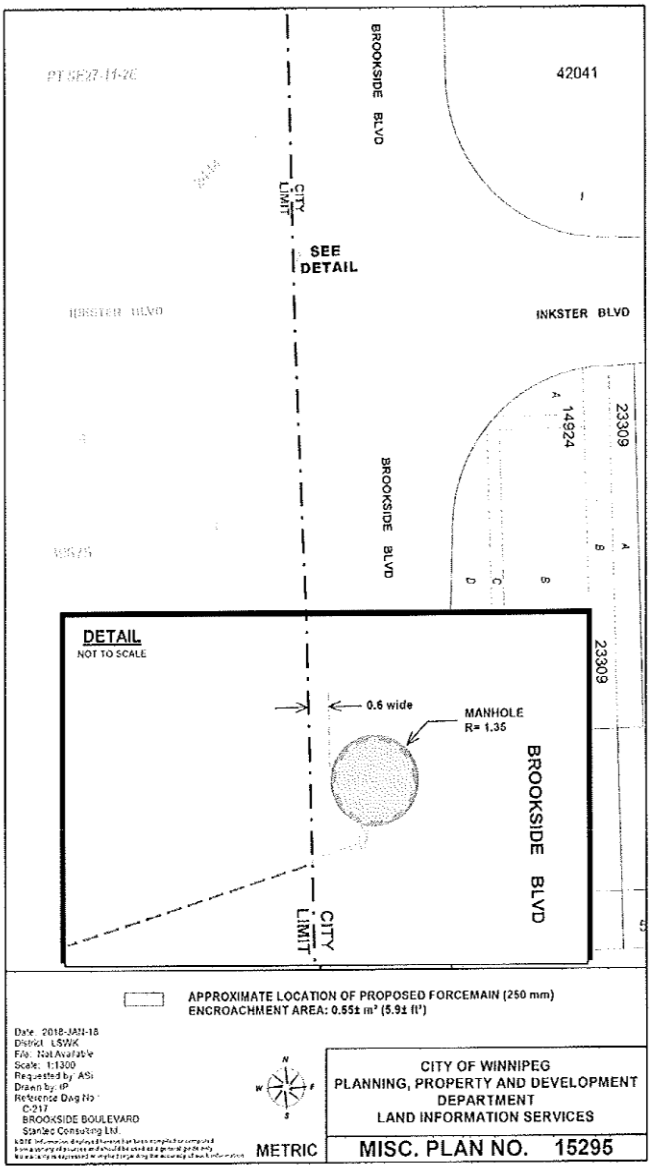
Contact Person: LARRY WANDOWICH

Daytime: 8:30 - 4:30 pm Phone No.: 204-467-5711

After Hours: _____ Phone No.: 204-390-0636

E-mail Address: cao@rmofrosser.com

SCHEDULE B


BROOKSIDE BLVD
42041
CITY LIMIT
SEE DETAIL
INKSTER BLVD
14924
23309
DETAIL
NOT TO SCALE
0.6 wide
MANHOLE
R= 1.35
APPROXIMATE LOCATION OF PROPOSED FORCEMAIN (250 mm)
ENCROACHMENT AREA: 0.55± m² (5.9± ft²)
Date: 2018-JAN-18
District: LSWK
File: Not Available
Scale: 1:1300
Requested by: ASi
Drawn by: tP
Reference Dwg No.:
C-217
BROOKSIDE BOULEVARD
Stantec Consulting Ltd.
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT
DEPARTMENT
LAND INFORMATION SERVICES
MISC. PLAN NO. 15295

SCHEDULE C

Manitoba Hydro and/or Centra Gas Manitoba Advisories

Manitoba Hydro and/or Centra Gas Manitoba Inc. advise of the following when working in proximity to all natural gas mains:

1. During the review it was noted that the drawing set provided did not display 219A mm polyethylene gas main running along Roy Roche Dr. across Brookside Blvd. Please update your records in accordance with the attached as-built drawing.

2. Absolutely no work including concrete cutting or pavement breaking may occur over the pipeline (regardless of size) until depth of cover is determined.

3. Proposed installation of 300mm water main and 350mm low pressure sewer appear to cross a 114,3mm natural gas main at the intersection of Brookside Blvd and Inkster Blvd, and then two gas mains, 603mm and 219.1mm, at the intersection of Brookside Blvd and Roy Roche Dr. Each gas main will require exposure to be completed by hand or Hydro-excavation prior to crossing. Caution must be used when working in the vicinity of the natural gas mains at these locations.

4. Please note the following:

    a. Please note that the requirements of Manitoba Hydro's Safe Excavation and Safety Watch guidelines shall apply. All natural gas pipelines and service lines must be properly located and marked by Manitoba Hydro personnel. This can be arranged by visiting ClickBeforeYouDigMB.com or call 1- 800-940-3447. Construction operations are not to commence unless these conditions are adhered to.

    b. All excavations within 1.0 m of any natural gas main must be completed by hand or Hydro-excavation.

    c. A minimum vertical separation of 300 mm from gas mains and 100 mm from gas service lines must be maintained between any Manitoba Hydro facility and any new installations.

    d. A minimum 600 mm of cover shall be maintained in all areas where equipment will be crossing, traveling or compacting over the 60.3 mm and 114.3 mm gas mains. Vibratory compaction cannot be used over or within 1 m of a main.

    e. A minimum 450 mm of cover shall be maintained in all areas where equipment will be crossing, traveling or compacting over the gas service lines. Vibratory compaction cannot be used over or within 1 m of a service.

    f. If equipment must cross, travel, or compact over the gas main with less than the minimum depth of cover, earth bridging or steel plates shall be placed over the main and extend a minimum of 1.0 m on either side at each crossing location.

g. All construction operations within the vicinity of natural gas pipelines are to take place In a manner so as not to damage or cause detriment to the integrity of the natural gas pipeline. Any damages to the coating must be reported to and repaired at no cost by Manitoba Hydro prior to backfilling.

5. It was noted that drawing C-217 did not show any gas facilities. Please add our facilities to your construction drawings as per the marked up set we've returned to you. NOTE: Services not shown, and must be traced for location.

6. Absolutely no work including concrete cutting or pavement breaking may occur over the pipeline (regardless of size) until depth of cover is determined. A safety watch will be required on site for locations involving the 219.1mm PE distribution pressure gas main.

7. Regarding water-main and low pressure sewer crossings:

    a. Each gas main will require exposure to be completed by hand or Hydro-excavation prior to crossing. Caution must be used when working in the vicinity of the natural gas mains at these locations.

    b. A minimum separation of 300mm shall be maintained between any Manitoba Hydro facility and new underground structures. If an underground structure must be installed with less than the minimum separation, an underground rigid foam barrier shall be placed over the main for protection.

8. General points:

    a. Please note that the requirements of Manitoba Hydro's Safe Excavation and Safety Watch guidelines shall apply. All natural gas pipelines and service lines must be properly located and marked by Manitoba Hydro personnel. This can be arranged by visiting ClickBeforeYouDigMB.com or call 1-800-940-3447. Construction operations are not to commence unless these conditions are adhered to.

    b. All excavations within 1.0m of any natural gas main must be completed by hand or Hydro-excavation.

    c. A minimum vertical separation of 300mm from gas mains and 100mm from gas service lines must be maintained between any Manitoba Hydro facility and any new installations.

    d. A minimum 600mm of cover shall be maintained in all areas where equipment will be crossing, traveling or compacting over the 60.3mm and 114.3mm gas mains. Vibratory compaction cannot be used over or within 1 m of a main.

    e. A minimum 450mm of cover shall be maintained in all areas where equipment will be crossing, traveling or compacting over the gas service lines. Vibratory compaction cannot be used over or within 1.0m of a service.

f. If equipment must cross, travel, or compact over the gas main with less than the minimum depth of cover, earth bridging or steel plates shall be placed over the main and extend a minimum of 1.0m on either side at each crossing location.

g. All construction operations within the vicinity of natural gas pipelines are to take place in a manner so as not to damage or cause detriment to the integrity of the natural gas pipeline. Any damages to the coating must be reported to and repaired at no cost by Manitoba Hydro prior to backfilling.

9. Manitoba Hydro believes that there should be no problem with this work however; Manitoba Hydro makes no representations or warranties in that regard.

10. Please note that all construction drawings requiring review or approval must be mailed to Gas Design, 820 Taylor Avenue, Winnipeg, Manitoba, R3M 3T1. If you wish to send construction drawings electronically, they may be sent to GasDesign@hydro.mb.ca

11. If you have any questions or comments, please contact:

    Andrew Greaves, P. Eng.
    Gas Design Engineer
    (204) 360-4170
    agreaves@hydro.mb.ca