

APPENDIX B – DRAFT IMPERIAL OIL PIPELINE CROSSING AGREEMENT

Facility Crossing Agreement

Crossing Agreement

THIS AGREEMENT is made as of the 22nd day of July, 2015, and is effective upon full execution by the “Grantee”, and “Grantor”.

BETWEEN Imperial Oil, by its managing partner Imperial Oil Limited (“Grantor”)
(hereinafter and in Schedules A, B & C referred to as the Grantor)

and The City of Winnipeg (“Grantee”)

(hereinafter and in Schedules A, B & C referred to as the Grantee)

WHEREAS Grantor (operates under the jurisdiction of the Province of Manitoba) and holds one or more rights-of-way for an easement across the said lands and has constructed a PIPELINE therein, hereinafter referred to as “**Grantor’s Facility**”; and

WHEREAS Grantee (operates under the jurisdiction of the Province of Manitoba) proposes to **Installation of 900mm diameter concrete sewer crossing the imperial oil pipeline (Details in Schedule "C")** therein, hereinafter referred to as “**Grantee’s Facility**”; and

Whereas the rights-of-way and/or Facilities of the respective parties intersect in the Crossing Area; and

Whereas the parties wish to define their respective rights and liabilities with respect to the Crossing Area under certain terms and conditions defined in Schedule “A”.

Now therefore this agreement witnesses that in consideration of the premises, mutual covenants and agreements herein contained, the parties agree that their respective Work in the Crossing Area shall be governed by this Agreement together with the Schedules as herein described.

1. Terms and Conditions

This Agreement, including the recitals and the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule “A” – Mutually Agreed to Terms and Conditions.

Schedule “B” – Location Plan and Profile.

Schedule “C” – Specific Terms and Conditions.

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2. Location and Notices

a) Location of Crossing Area (Legal Description):

Loc. 134 Ravelston Ave, and Plessis Road

b) Notices

Grantor's Corporate Office

Grantee's Corporate Office

Name: Imperial Oil Limited
 Address: PO Box 5860 (3910- 92Ave)
Edmonton, Alberta T6E 6P9
 Dept.: Crossing Department
 Contact: Kelly Hollman
 Phone/Fax: (780) 465-8407/465-8426
 E-mail: Kelly.a.hollman@esso.ca

The City of Winnipeg
112, 1199 Pacific Avenue
Winnipeg, Manitoba, R8E
3S8

c. Field Representative:

Grantor's

Grantee's

Name: Shannon Olsen
 Position: Crossing Inspector
 Address: 2925 Henderson Highway
 Phone: (204) 223-3141
 Fax: (204) 661-2502
 Alternate: _____

In Witness Whereof the parties hereto have caused this Agreement to be duly executed.

Imperial Oil, by its managing partner
Imperial Oil limited (Grantor)

The City of Winnipeg
(Grantee)

Per: _____
 Kelly Hollman
 Right-of-Way Coordinator

Per: _____
 Date: _____

Schedule A

Mutually Agreed to Terms and Conditions

Schedule A forms part of the Facility Crossing Agreement.

Between Imperial Oil, by its managing partner Imperial Oil Limited (Grantor)

and The City of Winnipeg (Grantee)

and made effective as of the 22nd day of July, 2015

1. Interpretation

1.01 In this Agreement, including the recitals, the words and terms used shall have the following meanings:

- (a) “Crossing Area” means the area of intersection of Grantor’s and Grantee’s rights-of way and/or Facilities as outlined on Schedule “B”;
- (b) “Grantee’s Facility” means the facility or facilities to be constructed by Grantee and to be located within, across, along, upon, over or under the Crossing Area;
- (c) “Grantor’s Facility” means the facility or facilities of Grantor located within, across, along, upon, over or under the Crossing Area;
- (d) “Facility” means:
 - i) any structure that is constructed or placed on or in the right-of-way within the Crossing Area (concrete slab, concrete conduit, retaining wall, special fences such as chain link, etc.); and
 - ii) any highway, public or private road, railway, irrigation ditch, drain, drainage system, sewer, dike, cable line, telecommunication line, telephone line or line for the transmission of hydrocarbons, power or any other substance that is or is to be carried across, along, upon, over or under the Crossing Area;
- (e) “said lands” means the lands described in Schedule “B”;
- (f) “the Body of this Agreement” means the Agreement to which this Schedule is attached and which has been executed by the parties;

- (g) “this Agreement” means the Body of this Agreement and the Schedules attached to it; and
- (h) “Work” means, with respect to a Facility, the carrying, laying, installing, constructing, maintaining, operating, repairing, inspecting, replacing, altering, removing, abandoning and such other operations as may be required from time to time.

1.02 Unless a term or provision contained in the Body of this Agreement, if acted upon, would result in violation of any code, statute, law, regulation, permit, license, or governmental order, the following shall apply:

- (a) If any term or provision conflicts with a term or provision contained in any Schedule, the term or provision in the Schedule shall prevail.
- (b) If any terms or provisions of the Schedules conflict, the following shall apply: Schedule “C”, if present, shall prevail over Schedules “A” and “B”, Schedule “B” shall prevail over Schedule “A”.

2. Consent

Grantor hereby agrees, insofar as it has the right to do so, that the Grantee may perform the Work on Grantee’s Facility in the Crossing Area in accordance with the terms and conditions of this Agreement.

3. Compliance with Statutes and Regulations

Grantee shall at all times comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force. The minimum applicable technical standards therein shall apply to both parties unless more stringent standards are provided for in this Agreement. If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.

4. Position of Facility

Unless otherwise indicated in any of the Schedules, or ordered by governmental authority or regulations:

- (a) Grantor's Facility shall be entitled to the upper position in the Crossing Area except for above grade facilities;
- (b) A minimum distance of 1 meter shall be maintained between the external surfaces of the underground Facilities; and
- (c) Grantee's Facility shall be maintained at the same depth with no side bends for the entire width of the Crossing Area.

5. Conditions

When Grantee performs work on Grantee's Facility in the Crossing Area, the following terms and conditions shall apply:

- (a) Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone, a minimum of 72 hours (excluding Saturdays, Sundays and Statutory Holidays) before commencement of Grantee's Work within 30 meters of the Crossing Area and, if unable to contact that person, Grantee shall serve a minimum of 72 hours written notice pursuant to Clause 8 hereof before commencement of Grantee's Work.
- (b) Grantor has the right to have a representative present to inspect the Work of Grantee in the Crossing Area.
- (c) During installation pursuant to this Agreement, Grantee shall have available at the Crossing Area a copy of this Agreement.
- (d) Before proceeding to excavate within 5 meters of the Crossing Area, Grantee shall fully expose Grantor's Facility by hand digging. Grantee shall not use or permit the use of an excavating machine within 1.5 meters of either side of any existing Grantor's Facility unless otherwise agreed to in Schedule 'C'.
- (e) Grantee shall, where applicable, install and maintain during performance of the Work suitable markers indicating the location of Grantor's Facility in the Crossing Area.

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- (f) Grantee shall lay down and construct its Facility in accordance with the Schedules to this Agreement.
- (g) Grantee shall carry out all Work in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.
- (h) The party performing the Work shall ensure no damage occurs to existing Facilities while the Work is being performed in the Crossing Area including damage which may result from the use of heavy work equipment outside the Crossing Area while performing the Work in the Crossing Area.
- (i) Where necessary, Grantee shall support Grantor's Facility as required, or as directed by Grantor, while any Work is being carried out hereunder.
- (j) In the event that Grantor's Facility suffers contact damage or other damage as a result of Grantee's Work, Grantor shall be notified forthwith and its repair shall be carried out as directed by Grantor at Grantee's cost.
- (k) Where cathodic protection is required by Grantor as a result of Grantee's installation, Grantee at its cost shall, at the time of the construction of its Facility, install and thereafter maintain a cathodic protection testing station for Grantor's Facility at the crossing in accordance with the attached Schedule "C" or as directed by Grantor's representative.
- (l) At least 24 hours (excluding Saturdays, Sundays and Statutory Holidays) prior to covering Grantor's exposed Facility, Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone for inspection.
- (m) Grantee shall, where applicable, install and maintain suitable buried markers indicating the location of Grantee's Facility in the Crossing Area.
- (n) Unless otherwise directed by the Grantor, the Grantee shall cover Grantor's Facility with at least 30 centimeters of select backfill material prior to commencing backfilling operations. Grantee shall, in backfilling the excavation in the Crossing Area, compact the fill material in 15 centimeter layers, or such greater depth specified by Grantor's Field Representative.
- (o) Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.

- (p) Grantee shall maintain the Crossing Area in good order and condition and carry out expeditiously all Work hereunder.
- (q) Except as otherwise provided herein, the cost of Work with respect to each party's Facilities within the Crossing Area undertaken by either party shall be borne by the party requiring such Work.
- (r) The cost associated with the location, identification or supervision shall not be charged to or borne by the other party unless specified in Schedule 'C'.
- (s) Grantee shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Agreement or of anything done by Grantee pursuant to this Agreement. In addition, Grantee shall indemnify Grantor from and against all such taxes, rates and assessments.

6. Remedy on Default

In the case of default by Grantee in carrying out any of the provisions of this Agreement, Grantor may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, Grantor may take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying the default.

7. Further Work

- (a) If, subsequent to the initial Work undertaken by Grantee for its Facility, either Grantor or Grantee desires to undertake any Work in the Crossing Area in respect of its Facility, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply *mutatis mutandis* to all subsequent Work undertaken by either party under this Clause 7; and, for further certainty, the provisions of this Agreement shall be read as if "Grantee" were substituted for "Grantor" and vice versa as the situation requires.
- (b) Notwithstanding the foregoing, installation of any Facility other than those shown on attached Schedule "B" shall require a separate Facility Crossing Agreement.
- (c) Notwithstanding the foregoing, if emergency Work in the Crossing Area is required with respect to a party's Facility, that party shall commence the necessary Work and shall forthwith give the other party's Field

Representative verbal notice of the emergency and necessary Work, and shall forthwith give notice pursuant to Clause 8 hereof.

8. Notices

Notices shall be in writing and shall be sent to the parties at the addresses for notice shown in the Body of this Agreement. The following shall govern notices:

- (a) Either party may from time to time change its address for service by giving notice to the other party.
- (b) All notices required to be given hereunder may be delivered by hand, mailed by registered or prepaid mail, or sent by telecommunication. If mailed, the notice shall be deemed to have been received seven days (Saturdays, Sundays and Statutory Holidays excluded) after the mailing thereof. If delivered by hand, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by telecommunication, the notice shall be deemed to have been received on the first business day following the day it was dispatched.
- (c) No notice shall be effective if mailed during any period in which Canadian postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.
- (d) Notwithstanding the foregoing, to the extent described in this Agreement, Grantor's and Grantee's Field Representatives or designated alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting Work hereunder.

9. Liability and Indemnity

- (a) Liability
 - (i) Grantee shall be liable to Grantor for all loss, damages and expenses which Grantor may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
 - (ii) Grantor shall be liable to Grantee for all loss, damages and expenses which Grantee may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission by Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

- (b) Indemnity:
 - (i) Grantee shall indemnify and save harmless the Grantor against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantor or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
 - (ii) Grantor shall indemnify and save harmless the Grantee against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantee or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

10. Insurance

- (a) Without in any way limiting the liability of either party under this Agreement, each party shall obtain and keep in force during the term of this Agreement comprehensive general liability insurance covering liability for bodily injury and property damage arising from Work contemplated by this Agreement. The limit of this insurance shall not be less than five million dollars, inclusive, for any one occurrence unless otherwise agreed by the parties in writing. This policy shall provide coverage for liability assumed under this Agreement.
- (b) A party upon request of the other party, shall furnish written documentation, satisfactory to the requesting party, evidencing the required coverage.
- (c) As an alternative to the five million dollar policy of comprehensive general liability insurance referred to in Subclause 10 (a), if acceptable to the other party, a party may self-insure against the risks normally covered by such a policy.

11. Changes to Agreement

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

12. Assignment

- (a) Neither party to this Agreement shall assign or transfer this Agreement nor the rights and privileges hereby granted without the written consent of the other party, and such consent shall not be unreasonably withheld. The party intending to assign or transfer this Agreement shall give to the non-assigning party to this Agreement notice of its intent by registered mail.
- (b) The non-assigning party to this Agreement may require the assignor and assignee to execute a novation agreement in a form acceptable to the non-assigning party.
- * (c) Clause 12(a) shall not apply to an assignment or transfer to an Affiliate. (refer to the definition of Affiliate on page 12 of this Agreement)

This Agreement shall enure to the benefit of and be binding upon the parties, their successors and assigns.

13. Governing Law

This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws of the province in which the Work is to occur.

14. Term

The rights and obligations of the parties under this Agreement shall terminate:

- (a) two years from the date hereof if construction of Grantee's Facility has not commenced, or
- (b) upon proper abandonment or removal of all of Grantor's or Grantee's Facilities from the Crossing Area and the completion of any reclamation Work required by applicable laws, except for those rights acquired and obligations incurred prior to such events.

15. Miscellaneous

- (a) In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa.

versa; and words importing persons include firms or corporations and vice versa.

- (b) Words such as “hereto”, “thereto”, “hereof”; and “herein”, when used in this Agreement, shall be construed to refer to provisions of this Agreement.

The headings of all clauses of this Agreement, and the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

- (d) Time is of the essence of this Agreement.
- (e) No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party’s rights with respect to any other or future breach.

16. Entire Agreement

This Agreement, including the recitals and schedules, 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 dealing with the Facilities and the Crossing Area, and all rights and obligations as herein described.

* "Affiliate" means a corporation or partnership that is affiliated with the party for which the expression is being applied, and, for the purpose of this definition:

- (i) a corporation or partnership is affiliated with another corporation or partnership if it directly or indirectly controls or is controlled by that other corporation or partnership, and for the purpose of determining whether a corporation or partnership so controls or is so controlled, it shall be deemed that:
 - A. a corporation is directly controlled by another corporation or partnership if shares of the corporation to which are attached more than fifty percent (50%) of the votes that may be cast to elect directors of the corporation are beneficially owned by that other corporation or partnership and the votes attached to those shares are sufficient, if exercised, to elect a majority of the directors of the corporation,

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- B. a partnership is directly controlled by a corporation or another partnership if that corporation or other partnership beneficially owns more than fifty percent (50%) interest in the partnership, and
 - C. a corporation or partnership is indirectly controlled by another corporation or partnership if control, as defined in A or B above, as the case may be, is exercised through one or more other corporations or partnerships;
- (ii) Where two or more corporations or partnerships are affiliated at the same time with the same corporation or partnership, they will be deemed to be affiliated with each other.

* Imperial Revised

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Schedule "B"

Location Plan and Profile

Schedule "B" forms part of the Facility Crossing Agreement.

Between Imperial Oil, by its managing partner Imperial Oil Limited (Grantor)

and The City of Winnipeg (Grantee)

and made effective as of the 22nd day of July, 2015

Drawings reviewed and approved: 1-0000A-A0000-001-00 Figure 1
1-000A-A0000-001-00 Figure 2

Schedule “C”

Specific Terms and Conditions

Schedule “C” forms part of the Facility Crossing Agreement.

Between Imperial Oil, by its managing partner Imperial Oil Limited (Grantor)

and The City of Winnipeg (Grantee)

and made effective as of the 22nd day of July, 2015

1. INSPECTOR TO BE PRESENT

- a) Excavating, grading or operating equipment on the pipeline right-of-way or within 5m (15') of the pipeline, (the restricted zone) without an Imperial Oil Inspector on site is prohibited.
- b) Contact our Inspection Department **1-204-471-2238** at least 3 full working days prior to any operation in the restricted zone.

2. ESTABLISH PIPELINE DEPTH AND LOCATION

- a) The “Grantee” shall expose the pipeline(s) by hand digging or by hydro-vac prior to any mechanical excavation in the restricted zone.

3. PROTECTIVE ENVELOPE

- a) An envelope at least 30 cm (12”) thick of sand or other such clean fill acceptable to the inspector must be hand compacted around the pipeline, or an acceptable rock shield material must be used to provide cushioning in rocky or coarse and abrasive soils.

4. ANGLE OF CROSSING

- a) The angle of crossing by railways, highways, or utilities shall be as close as possible to 90 degrees, but not less than 45 degrees in any case.

5. FIXTURES

- a) Appurtenances and other support fittings e.g. poles, anchors, sheds, manholes, vales etc., are to be located outside the pipeline right-of-way.

6. RESTORE EASEMENT

- a) Unless above ground installations are being built at the crossing, the surface of the easement shall be restored to its original slope, condition and depth of cover.

7. CLEAN FILL

- a) Clean fill shall be used around the pipelines and over right-of-way.

8. TEMPORARY FENCE

- a) A highly visible temporary fence, securely affixed, must be erected to restrict access to the pipeline and easement wherever:
 - I. An open excavation is on the right-of-way or exposes the pipeline
 - II. Equipment will be working in the vicinity of the pipeline,
 - III. Precautions are appropriate to protect the public and pipeline

9. NO CONNECTIONS

- a) No splices, joints or other connections shall be made to cables within the pipeline right-of-way

10. UTILITY MARKERS

- a) Permanent visible warning signs must be placed and maintained within 3m. of the point of crossing.

11. RIGID CONDUIT

- a) Multiple underground cables must be placed in a concrete or rigid conduit for the full width of the right-of-way, or for a distance of 25 feet on either side of the pipeline

12. SELF-SUPPORTING CONDUITS

- a) Conduit duct structures must be self-supporting when exposed for a 3m span

13. PRIOR TO EXCAVATION

- a) Before proceeding to excavate within 5m of the Crossing Area, Grantee shall fully expose Grantor's facility by hand digging. Grantee shall not use or permit the use of excavating machines within 1.5 meters of either side of any existing Grantor's facility unless otherwise agreed to.

14. PERMANENT CROSSING

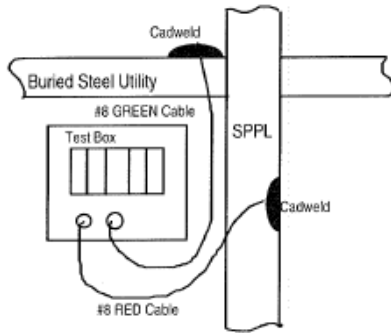
- a) All permanent crossing will be subject to mitigation. All mitigation will be subject to approval by Imperial Oil.
- b) Results of Stress Load Calculations (as required) and recommended provisions to maintain stress levels are as follows "Not Required"

15. PROBING PROTECTION

- a) Plastic gas line and PVC ducts must have a layer of concrete paving stones placed above them at the crossing to guard against possible probing bar damage

16. CATHODIC PROTECTION

- a) Metallic installations will be required to provide connections from the utility and the pipeline in accordance with the specifications in the accompanying drawing, and carried to a suitable test point, provided neither line has test leads within 150m. of the crossing



17. INSULTATE METAL

- a) All metallic installations must be wrapped with a non-conductive insulating material for a minimum distance of 8m. on either side of the pipelines

18. OVERHEAD POWER LINES

- a) Overhead power line crossings must conform to CSA Standard C22-3

19. AERIAL MARKERS

- a) Aerial warning devices shall be installed on overhead power lines at the crossing point to facilitate safe aerial patrol of the pipeline.

20. CLEARANCE

- a) The travel surface must be at least 1.2m. (4') above the top of the pipeline or casing pipe. The ground surface elsewhere in the road right-of-way must be at least 0.8m above the top of the pipeline or casing pipe.
- b) New facilities being installed must take the lower position and 1m separation is required.

21. SUBGRADE MATERIAL

- a) All subgrade material shall be of sufficient strength to safely withstand the design loading conditions and resist the transmission of stress to the pipeline

22. NOISE WALLS

- a) Noise attenuation walls shall have a removable section over the entire width of the pipeline easement to allow access to the pipeline

23. NO LIABILITY

- a) Imperial Oil does not assume any liability for inconvenience or loss of income due to obstructions created while accessing the pipelines below any parking or driving surface. Imperial Oil will consult with the party owning or operating the surface, **EXCEPT IN AN EMERGENCY**, prior to understanding any excavations in the traveled surface area.

24. BORING REQUIREMENTS

- a) The pipeline must be exposed a minimum of 30 cm below the bottom of the pipeline, and far enough ahead of the crossing, to give the inspector adequate time to stop the bore in the event of a problem

25. VIBRATING COMPACTION

- a) Due to the brittle nature of the coating on the pipeline, there will not be any use of vibrating compaction within 10' (3m) of the pipeline. Static rolling is allowed provided that the cover over the pipeline is sufficient to support the weight of the roller.

26. CLEARANCES

- a) Minimum clearances from the pipeline to:
 - i. Ditch Bottoms.....80 cm (30")
 - ii. Culverts (conductive drain tiles).....30 cm (12")
 - iii. Fence posts and poles shall be kept at least 1.5m (5") away from the pipeline

27. TEMPORARY VEHICLE CROSSINGS

- a) Equipment crossing the pipeline must use one crossing point with a minimum cover of 1.2 m, or such greater depth of cover or adequate mechanical protection necessary to mitigate the stress on the pipeline.

- b) Excavation machinery shall not be placed on top of the pipeline unless no other alternative is available, in which case the above condition for equipment crossing the pipeline shall apply
- c) In all cases it is the Applicant's responsibility to prove the adequacy of the depth of cover or mechanical protection to avoid putting stress on the pipeline.

28. PIPELINE SUPPORTS

- a) Adequate supports and shoring, as approved by the Inspector, must be provided if over 7m. of pipeline is exposed.

29. NO DRAG LINES

- a) Dragline equipment shall not operate within 6m of the pipeline

30. SPOIL PILES

- a) Temporary spoil piles are only allowed on the right-of-way in cases where absolutely no other alternative is available, and the piles will be there no longer than 2-3 weeks.
- b) Spoil piles must be pushed onto the pipeline, and pulled from off the pipelines. Equipment must work from off the pipeline rather than above it.

31. BLASTING CLEARANCES

- a) The crossing party should use methods other than blasting on the right-of-way, unless impossible. No blasting within 5 feet of the pipeline in any event.

32. VIBRATION LIMITATIONS

- a) Maximum amplitude of vibration:
 - i. Explosives: 0.152mm (0.006 in.)
 - ii. Repeated mechanical impacts 50mm/sec (2in/sec)
measured at the ground surface above the pipeline at the point nearest the blast site.

Delays shall be designed to prevent cumulative readings

33. IMPACT PROTECTION

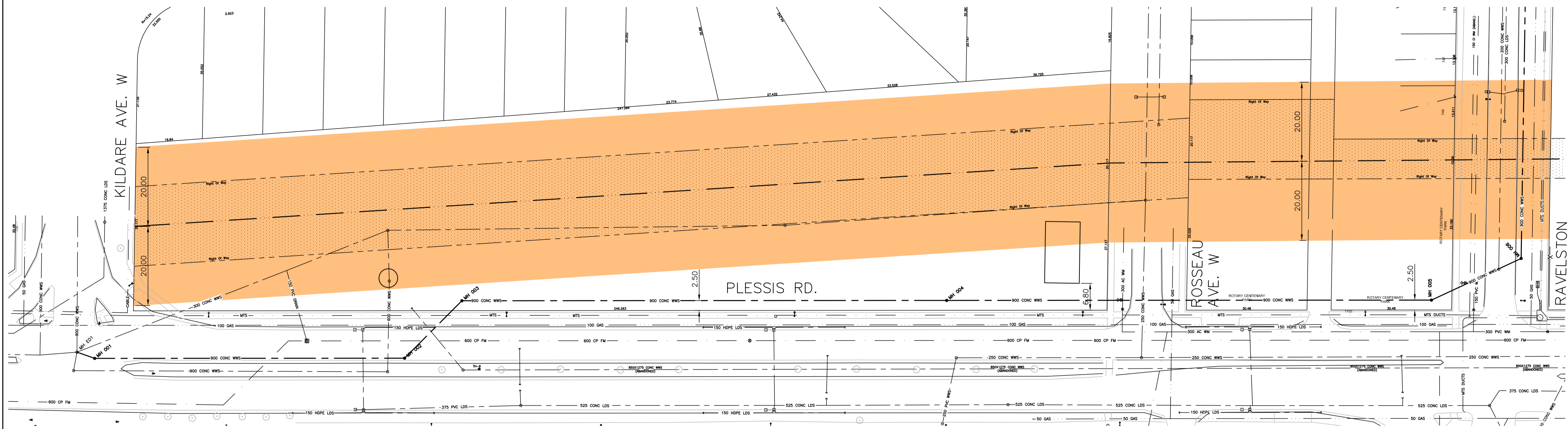
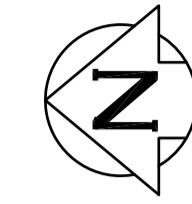
- a) The pipeline must be protected from fly rock and impacts from hoe-rams, drills and potholer machinery
- b) All blasts must use matting or other safeguards
- c) Exposed pipelines must be banded with minimum "2 x 4" planking and may have a maximum unsupported span of no more than 7m.

34. INSPECTION

- a) No work may be performed within 5m of the pipeline unless the full scope of work has been approved and accepted by the Imperial Oil Crossing Inspector, or designate.
- b) A charge will be levied to cover inspection and equipment costs if the inspector is required to remain at the site for a cumulative total of more than 5 days.

Kindly acknowledge acceptance of this agreement by signing and returning one copy. No activity is to take place within the restricted zone until a signed copy has been returned to Imperial Oil.

Thank you very much for your notice and cooperation with the continued safe operation of our pipeline system.



LEGEND

- — — — — EXISTING WATERMAIN
- — — — — EXISTING LAND DRAINAGE/
WASTEWATER SEWER
- — — — — EXISTING GAS LINE
- — — — — EXISTING MTS DUCTS
- — — — — PROPOSED RELIEF SEWER
- — — — — EXISTING IMPERIAL OIL LINE
- — — — — IMPERIAL OIL ROW
- IMPERIAL OIL RIGHT OF WAY
- IMPERIAL OIL SETBACK

B.M. ELEV.			
CONSTRUCTION COMPLETION DATE: YYYY MM DD			
B	ISSUED FOR OIL CROSSING AGREEMENT	10/15	JBC
A	FOR INFORMATION ONLY	06/14	JBC
NO.	REVISIONS	DATE	BY

CH2MHILL®

DESIGNED BY	SDG	CHECKED BY	MAF
DRAWN BY	JBC	APPROVED BY	MD
SCALE:	HORIZONTAL	—	RELEASED FOR CONSTRUCTION
	VERTICAL	—	
DATE	2014 11 18	DATE	
PLOT DATE:	2015 10 01		

ENGINEER'S SEAL

PRELIMINARY
NOT FOR CONSTRUCTION

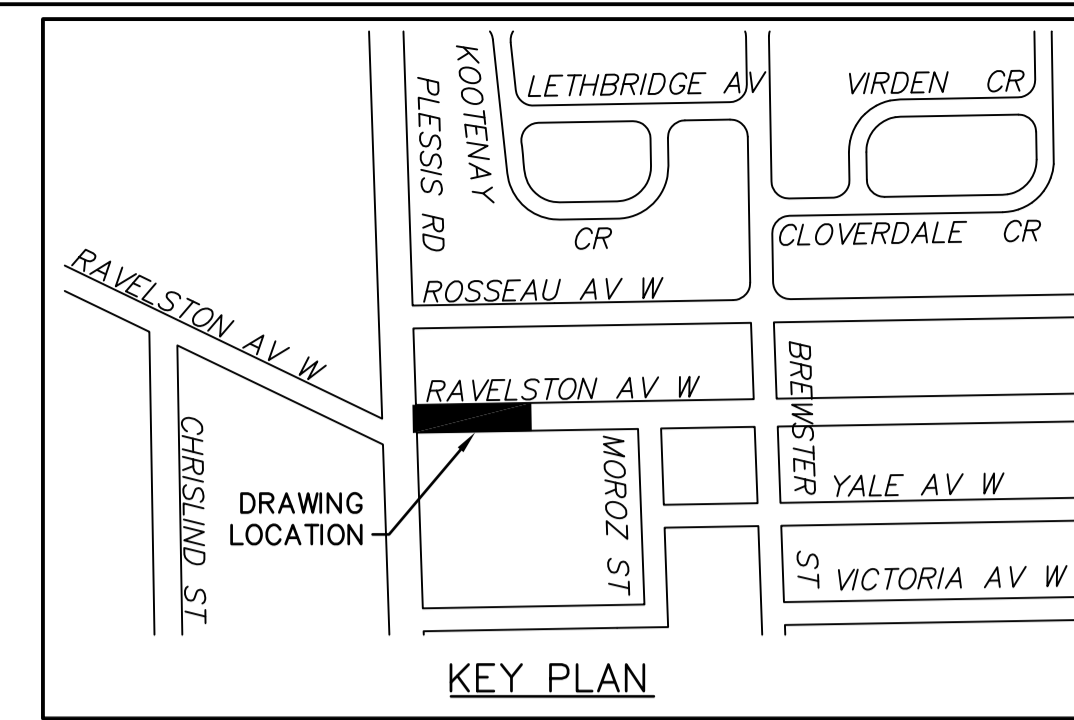
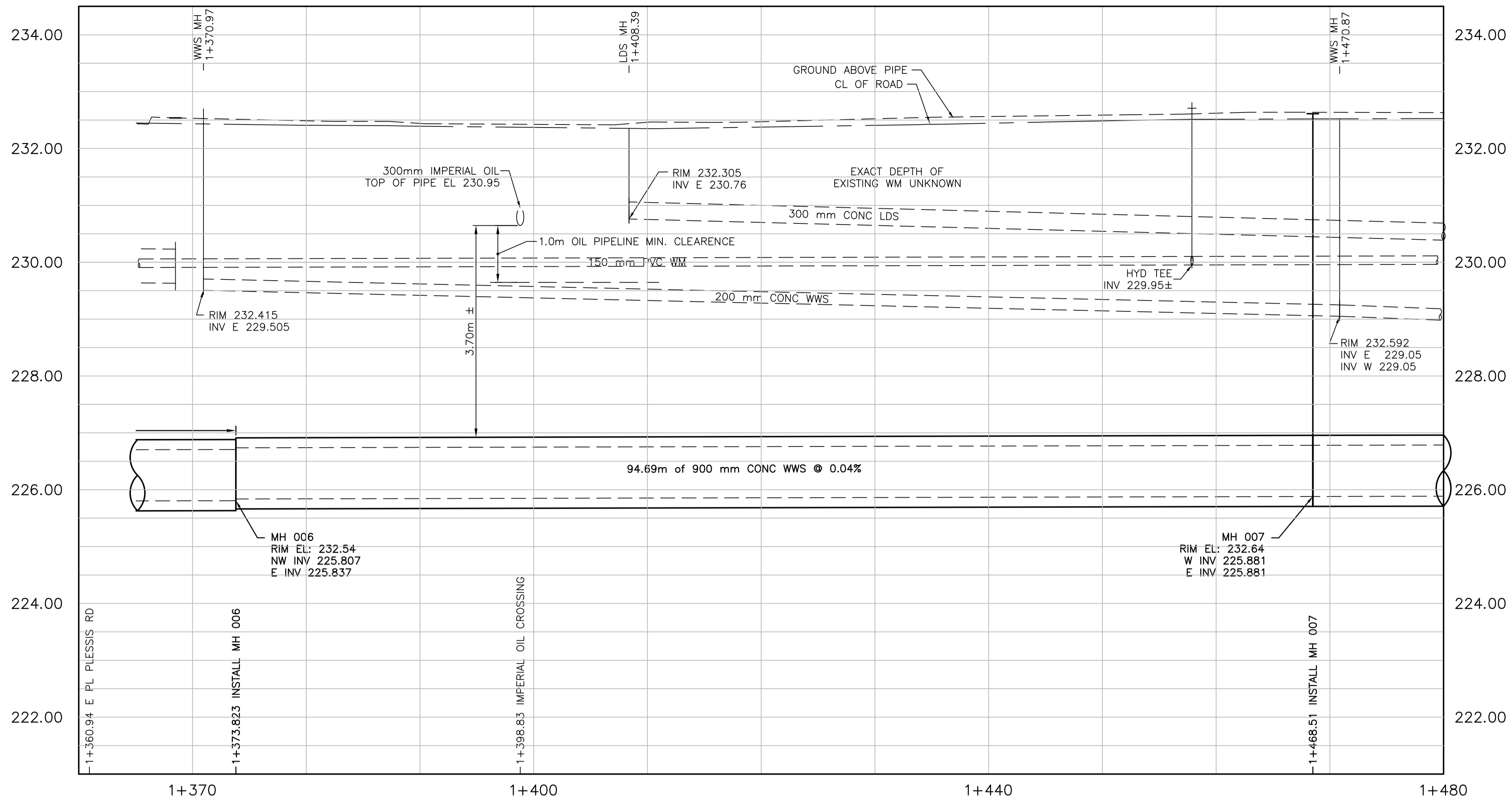
CONSULTANT DRAWING NUMBER
Figure 1

THE CITY OF WINNIPEG
WATER AND WASTE DEPARTMENT
ENGINEERING DIVISION

TRANSCONA SEWER RELIEF WORKS

Imperial Oil Line R.O.W.

SHEET OF X
CITY DRAWING NUMBER
1-0000A-A0000-001-00



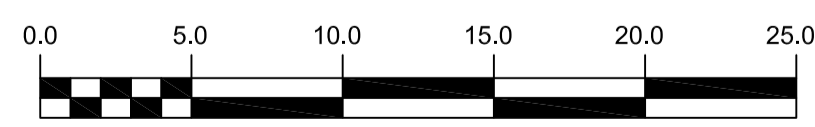
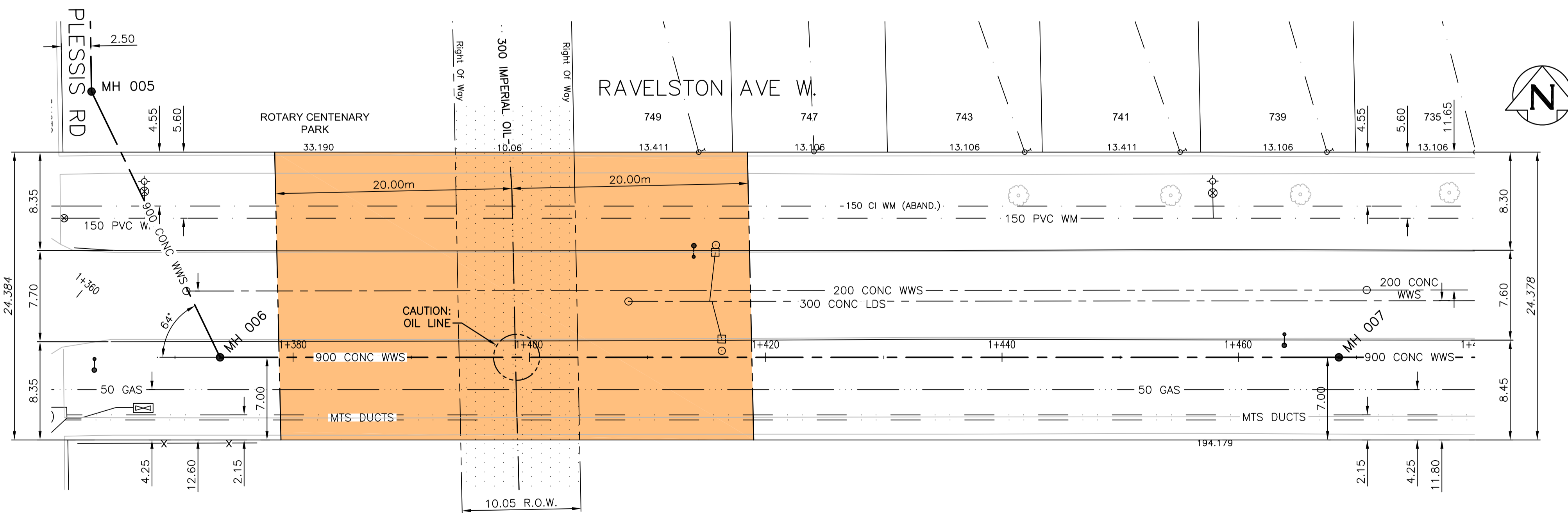
IMPERIAL OIL PIPELINE CROSSING DETAILS

LOCATION: LOC 134
NW 1/4 SEC 5, TWP 11, RGE 4 EPM

CROSSING COORDINATES:
NORTHING: 5529111.98
EASTING: 641861.60

NOTES:

1. REQUIREMENT FOR A 20 METER SET BACK FROM THE CENTER OF THE PIPELINE
2. NO PERMANENT FACILITIES TO ENCR OACH ON THE PIPELINE RIGHT OF WAY
3. DOES NOT PERMIT ANY EQUIPMENT OR MATERIAL TO BE STORED ON THE PIPELINE RIGHT OF WAY
4. ANY CROSSING OF THE EXISTING PIPELINE WITH EQUIPMENT OVER ¼ TON WILL REQUIRE RIG MATS OVER THE PIPELINE.
5. ANY NEW INSTALLATIONS MUST TAKE THE LOWER POSITION WITH AT LEAST 1 METER SEPARATION
6. EXISTING OIL PIPELINE MUST BE (HYDRO-VAC/HAND) EXPOSED AT 15 METER INTERVALS WITHIN WORK AREA
7. WITH METAL (OR STEEL CASING) PROPOSED UTILITIES, THESE WILL NEED TO INSTALL CATHODIC PROTECTION, OR INSULAR SEPARATION TO ENSURE NEW PROPOSED RELIEF SEWER DOES NOT EFFECT EXISTING OIL PIPELINE CATHODIC PROTECTION.



LEGEND

- EXISTING WATERMAIN
- EXISTING LAND DRAINAGE/ WASTEWATER SEWER
- EXISTING GAS LINE
- EXISTING MTS DUCTS
- PROPOSED RELIEF SEWER
- EXISTING IMPERIAL OIL LINE
- IMPERIAL OIL ROW
- IMPERIAL OIL RIGHT OF WAY
- IMPERIAL OIL SETBACK

B.M. ELEV.		CH2MHILL		ENGINEER'S SEAL	
CONSTRUCTION COMPLETION DATE: YYYY MM DD				PRELIMINARY NOT FOR CONSTRUCTION	
DESIGNED BY	SDG	CHECKED BY	MAF	THE CITY OF WINNIPEG WATER AND WASTE DEPARTMENT ENGINEERING DIVISION	
DRAWN BY	JBC	APPROVED BY	MD		
SCALE: HORIZONTAL -		RELEASED FOR CONSTRUCTION		TRANSCONA SEWER RELIEF WORKS	
VERTICAL -				SHEET OF X	
DATE: 2014 11 18		DATE		CITY DRAWING NUMBER	
PLOT DATE: 2015 10 01				Imperial Oil Line Crossing	
BID OPPORTUNITY: XXX-XXXX		FILE PATH: C:\pw_workdir\den001\cortez1\d0389928\		CONSULTANT DRAWING NUMBER	
		FILE NAME: Figure 2.dwg		Figure 2	
				1-0000A-A0000-001-00	