

The Chase for Provincial Executive Council Records

As early as the fall of 1997, I requested; *record of Federal Approval for the “Program of Operation”* of the Floodway under the *Access to Information Act*. This as required under **Section 20**, of the 1962 Greater Winnipeg Floodway, construction and maintenance agreement between Canada and Manitoba. This signed on behalf of Canada by the then federal Minister of **Northern Affairs and National Resources**, the Hon. Walter Dinsdale. Subsequently it was found that there were “No Federal Approval” records held by **Environment Canada** – current the federal ministry responsible for residual Canada obligations from the 1962 Agreement.

A subsequent *Access to Information Act* request was submitted to Canada because of the above “non answer” and was assigned **ATIP No. A-1998-0046/mc**. Records 000001 to 000204 were released with certain exemptions applied. Most notably **eleven records** were withheld by **Premier Filmon’s Government** as **Section 13 (1)(c) as Intergovernmental Confidences**.

With the defeat of Premier Filmon, and the hopeful undertakings offered by the former **Leader of the Opposition**, and now **Premier Gary Doer** an additional *Access to Information Act* request was filed. This for the Filmon sheltered records and assigned **ATIP File No. A-2000-0161/mc** with the same records now sheltered by the Doer government.

On April 11, 2001 I confronted Premier Doer during the unnecessary flooding of our community, requesting “**Federal Approval records for current operation**” and for the release of sheltered records held by his government. This action yielded nine of eleven records, all **MB Water Resources Branch** records specific to **Floodway Operation**.

The two remaining and sheltered Doer records, when finally released on December 23, 2004 fully closing the Federal and Provincial loop back to the **Privy Council Office and then Prime Minister, the Rt. Hon. Jean Chrétien**.

The below record tells the story of this chase for honest governance in Canada.

Please see reverse for instructions

Applicant

Surname: Clifton First Name: Paul E.

Address: Group 5 Box 16 RR #1

St. Norbert, MB

Date 04 02 13 Postal Code: R3V 1L2

Daytime Telephone Number: (204) 269-7760 Fax Number: (204) 275-8142

What Information Are You Requesting? Please check one

- My own personal information Personal information for another
General information person (Attach proof of authority)

I wish to obtain access to the following records:

**Re: Two Records by Manitoba (Water Branch) In Advance of -
Canada Manitoba Agreement of May 1, 1997**

On or about April 30, 1997 the Government of Manitoba in two records, corresponded to the Canadian Federal Government about the dire emergency the City of Winnipeg was under given ever-increasing Red River flood stages.

On May 1, 1997 Canada signed an agreement with Manitoba on Red River Valley Disaster Assistance. Please provide these two documents of record maintained as records 197 and 198 of Environment Canada's file on the Red River Floodway. They have been sheltered by the former Water Resources Branch of the Department of Natural Resources (1998), and since April 12, 2001 sheltered by the Executive Council of Manitoba and Premier Doer.

Attachments by Registered Mail

Applicant's Signature: _____

FOR PUBLIC BODY USE ONLY

Date Received: _____ Number: _____

Send Top Copy. Retain Other Copy for Your Records.



March 9, 2004

Mr. Paul Clifton
852 Red River Drive
Howden, Manitoba
R3V 1L2

Dear Mr. Clifton;

Re: Your requests for access to information under Part 2 of *The Freedom of Information And Protection of Privacy Act*;
(Our File Numbers W013/04)

This letter is in response to your application for access under Part 2 of the *Freedom of Information and Protection of Privacy Act* received February 13, 2004. The request was for the following records:

“Re: Two records by Manitoba (Water Branch) In Advance of-Canada Manitoba Agreement of May 1,1997

On or about April 30,1997 the Government of Manitoba in two records, corresponded to the Canadian Federal Government about the dire emergency the City of Winnipeg was under given ever-increasing Red River Flood stages.

On May 1,1997 Canada signed an agreement with Manitoba on Red River Valley Disaster Assistance. Please provide these two documents of record maintained as records 197 and 198 of Environment Canada's file on the Red River Floodway. They have been sheltered by the former Water Resources Branch of the Department of Natural Resources (1998) and since April 12,2001 sheltered by the Executive Council of Manitoba and Premier Doer.

Attachments by registered mail.”

This is to advise that access has been denied to the records referenced as 197 and 198 under the following exceptions to disclosure under *the Freedom of Information and the Protection of Privacy Act*:

- ◆ 23(1)- Advice to a public body
The head of a public body may refuse to disclose information to an applicant if disclosure could reasonably be expected to reveal
 - (a) advice, opinions, proposals, recommendations, analyses or policy opinions developed by or for the public body or a minister.

- ◆ 25(1)(n)-Disclosure harmful to law enforcement or legal proceedings
The head of a public body may refuse to disclose the information to an applicant if disclosure could reasonably be expected to
 - (n) be injurious to the conduct of existing or anticipated legal proceeding

- ◆ 28(1)-Disclosure harmful to economic and other interests of a public body
The head of a public body may refuse to disclose information to an applicant if disclosure could reasonably be expected to harm the economic or financial interests or negotiating position of a public body or the Government of Manitoba including the following information:
 - (c) information the disclosure of which could reasonably be expected to
 - (i) result in financial loss to,
 - (iii) interfere with or prejudice contractual or other negotiations of a public body or the Government of Manitoba

If you have any further questions or concerns please do not hesitate to contact Access & Privacy Coordinator, Gail Cielen at 1383 Whyte Avenue, Winnipeg, Manitoba R3E 1V7; phone (204) 945-4170, fax ☎(204) 945-8345 or e-mail gcielen@gov.mb.ca.

Subsection 59(1) of the *Freedom of Information and Protection of Privacy Act* provides that you may make a complaint about the decision to the Manitoba Ombudsman. You have 60 days from the receipt of this letter to make a complaint on the prescribed form to Manitoba Ombudsman, 750-500 Portage Avenue, Winnipeg, Manitoba R3B 3X1; 982-9130; 1-800-665-0531.

Sincerely;

Gerry Glenn
Manager, Administrative
Support Services

Attach
c.c. G. Cielen



Joe Bryksa/Winnipeg Free Press, Thursday April 12, 2001

Premier Gary Doer (left) talks to Paul Clifton
who lives near the Floodway



Manitoba Water Stewardship

Administrative Support Services
1383 Whyte Avenue
Winnipeg, Manitoba R3E 1V7

December 23, 2004

Mr. Paul Clifton
852 Red River Drive
Howden, Manitoba
R5A 1j4

Dear Mr. Clifton;

Re: Your request for access to information under Part 3 of The Freedom of Information and Protection of Privacy Act
(Our file 013/04)
(Ombudsman file 2004-058)

In regards to your Freedom of Information and Protection request filed with Manitoba Water Stewardship, our file 013/04 dealing with documents referred to as 197 and 198, please note the following:

The department has again been in contact with the Manitoba Ombudsman's office in relation to the exceptions to disclosure that were applied to the information within the documents. Through additional discussions we have determined that the documents will be made available to you.

We are attaching the documents, 197 and 198.

If you have any questions or concerns please do not hesitate to contact me at the above address or phone (204) 945-4170, fax: (204) 945-8345 or e-mail at gcielen@gov.mb.ca.

Sincerely:

A handwritten signature in blue ink, appearing to read "Gail Cielen". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Gail Cielen
Access & Privacy
Administrative Support Services

Attach

c.c. N. Brandson
Ombudsman's Office



**Manitoba
Natural Resources**

Water Resources Branch
1577 Dublin Avenue,
Winnipeg, Manitoba

Telecopier Transmittal Cover Sheet

To: Maurice Sydor
Environment Canada

Phone:
Fax: (819) 994-0237

From: Rick Bowering
Manitoba Water Resources

Phone: (204) 945-6397
Fax: (204) 945-7419

Date: Thursday, December 11, 1997

Pages including this
cover page: 14

Comments:

Maurice, here is the original agreement referenced by Paul Clifton. Also included is the only response we have on our files from the federal government to the operating rules.

An issue is article 20 which states that the province must receive approval for the program for operation of the floodway from the federal government. In particular, subsection (3) states that any changes shall be submitted to the federal government for approval. We have not done that. Our position is that changes we have made are only "fine tuning" changes. They were all made within the intent of the original agreement based on experience we have gained over the years. Furthermore, none of the changes impact on areas of federal responsibility. In particular, the change we are getting the most flack on is when we switch from normal operation (rule 1) wherein we maintain normal levels south of Winnipeg, to rule 2, where, because of the imminent threat of overtopping the dikes in Winnipeg, we do not let levels rise above 24.5 feet at James Avenue. The original rules specified 25.5 feet, but experience has shown that the city could not sustain 25.5 feet, particularly in a year like this year.

000197

13(r)(c)



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Comments:

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An issue is article 2^o which states that the province must receive approval for the program for operation of the floodway from the federal government. In particular, sub-section (3) states that any changes shall be submitted to the federal government for approval. We have not done that. Our position is that changes we have made are only "fine tuning" changes. They were all made within the intent of the original agreement based on experience we have gained over the years. Furthermore, none of the changes impact on areas of federal responsibility. In particular, the change we are getting the most feedback on is when we switch from normal operation (rule 1) wherein we maintain natural levels south of Winnipeg, to rule 2, where, because of the imminent threat of overtopping the dikes in Winnipeg, we do not let levels rise above 24.5 feet at James Avenue. The original rules specified 25.5 feet, but experience has shown that the city could not sustain 25.5 feet, particularly in a year like this year.

000197

We have made the point that operating rules are really guidelines. They are not rules in the sense of legal regulations. We have rule curves for all of our reservoirs and control structures, but we use them as guidelines. An engineer would be irresponsible to knowingly allow Winnipeg to flood because he rigidly holds to the operating rules.

000198

13 (r) (c)

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000198

Minister Responsible
for Emergency Preparedness



Ministre responsable
pour la Protection civile

JAN 06 1998

Mr. P.E. Clifton
Chair
Red River Drive & Area Residents Association
Technical Committee
Group 5, Box 16, R.R. #1
St. Norbert MB R3V 1L2

Dear Mr. Clifton:

Your letter of October 17, 1997, requesting information pertaining to the operation of the Winnipeg Floodway was forwarded to me by the Office of the Prime Minister.

A copy of the 1962 Canada/Manitoba agreement you refer to has been obtained and is enclosed for your information. However, the Department of National Defence has no background or responsibility in this area. The federal department with current accountability for water management affairs, devolving from the then-Department of Northern Affairs and Natural Resources, is Environment Canada.

I am therefore forwarding your request, with a copy of this reply, to the Honourable Christine Stewart, Minister of the Environment, for further consideration. I hope that she will be able to provide you with the information you seek.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur C. Eggleton'.

Arthur C. Eggleton

Enclosure: 1

cc: The Honourable Christine Stewart, P.C., M.P.

THIS AGREEMENT made this 25th day of

May, 1962

BETWEEN

THE GOVERNMENT OF CANADA,
hereinafter called "Canada",

OF THE FIRST PART,

AND

THE GOVERNMENT OF THE PROVINCE
OF MANITOBA, hereinafter called
"the Province",

OF THE SECOND PART.

WHEREAS the parties hereto consider that the construction of a floodway to divert waters from the Red River upstream from Winnipeg and return them to the Red River downstream from Winnipeg for controlling flooding in Greater Winnipeg is necessary in the public interest and would constitute works of a major character;

WHEREAS on the 25th day of November 1960 the parties hereto established the Greater Winnipeg Floodway Advisory Board to advise on the plans and co-ordination of the engineering and construction of the floodway;

WHEREAS the parties hereto have agreed that the Province shall undertake the construction of the floodway with the intention of completing it within ten years from the date of this Agreement;

WHEREAS it is estimated by the Province that the total cost of the said floodway will be \$63,212,000.00;

WHEREAS His Excellency the Governor in Council by Order in Council P.C. 1962-584 has authorized the Minister of Northern Affairs and National Resources to execute this Agreement on behalf of Canada;

AND WHEREAS His Honour the Lieutenant Governor in Council by Order in Council 709/62 has authorized the Minister of Agriculture and Conservation to execute this Agreement on behalf of the Province.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, covenants and agreements herein contained, the parties covenant

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and agree as follows:

1. In this Agreement
 - (a) "day labour" means the employment of workmen by the Province and the rental by the Province of equipment not owned by the Province together with operator or operators;
 - (b) "excavation" means the removal of all materials on or below the existing ground surface from within the lines and grades shown in the plans and specifications approved or to be approved by the parties hereto and the transportation to and disposal of such materials in the areas designated for this purpose and shown in the said plans and specifications;
 - (c) "Federal Minister" means the Minister of Northern Affairs and National Resources of Canada;
 - (d) "Provincial Minister" means the Minister of Agriculture and Conservation of the Province; and
 - (e) "works" means all preparation made, excavation and any other work done and the acquisition of all materials, equipment, properties and easements necessary to build and complete a floodway for the purpose of diverting water from the Red River upstream from the City of Winnipeg and returning it to the Red River downstream from the said City of Winnipeg in accordance with the plans and specifications approved and to be approved by the parties hereto, and includes the acquisition of lands for access roads, the construction of any necessary structures to control the water being diverted and the construction or alteration of all dykes, bridges, roads, railway works and other structures necessary for the performance of this Agreement, and such display signs as may be required by the Federal Minister.
2. The Province will carry out the works in accordance with the plans and specifications which shall be approved by the Federal Minister and the Provincial Minister.

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3.(1) Except as otherwise provided in this section, any contracts for the works shall be awarded by the Province to persons tendering pursuant to an invitation therefor made by public advertisement.

(2) Any contracts for the acquisition of land or any interest therein shall be excepted from the provisions of subsection (1).

(3) Any contract the total consideration of which does not exceed \$5,000.00 and which has been approved by the Federal Minister shall be excepted from the provisions of subsection (1).

(4) Any purchase contract the total consideration of which does not exceed \$10,000.00 shall be excepted from the provision of subsection (1).

(5) Where the estimated cost of any part of the works not covered by the main contract or contracts is less than \$25,000.00 the Province may, with the prior consent of the Federal Minister, award a contract for that part of the works pursuant to tenders invited from not less than two persons from a list designated by the Federal Minister and Provincial Minister.

(6) Any purchase contract the total consideration of which does not exceed \$50,000.00 may, with the prior consent of the Federal Minister, be entered into pursuant to tenders invited from not less than four persons from a list designated by the Federal Minister and the Provincial Minister.

(7) Where the Federal Minister and the Provincial Minister are of the opinion that it is, for reasons of economy or efficiency, expedient that any item of the works should be performed by day labour, the Province with the prior consent of the Federal Minister may undertake that item by day labour.

(8) Subsection (1) of this section shall not apply to contracts entered into by the Province for engineering consultant, inspection or investigational services.

(9) This section shall not apply to contracts entered into by the Province prior to the date of this Agreement.

4.(1) The Province will cause the works to be completed within ten years from the date of this Agreement but the Federal Minister may at his discretion extend the time for the completion of the works.

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(2) Should the performance of the works be delayed by reasons of any delay occasioned by the Federal Minister or by flood, fire, lightning, earthquake, cyclone, strike, war or an act of war, insurrection, riot, or act of God, or by any other cause which is beyond the control of the Province and of the contractors to whom a contract is awarded, the time herein fixed for the completion of the works shall be extended for a period equivalent to the time lost by reason of such delay.

5.(1) Subject to funds being voted by Parliament and to the terms and conditions of this Agreement, Canada will reimburse the Province,

(a) to the extent of 37½ per cent of the cost of the works, and

(b) to the extent of a further 37½ per cent of the cost of excavation in recognition of the international aspects of the Red River, and also because of the magnitude of the excavation made necessary because no alternative equivalent flood control measures are available,

but the total contribution by Canada shall not in any event exceed \$36,974,000.00.

(2) Should unforeseen and/or uncontrollable conditions, which are unanticipated in this Agreement, result in a substantial increase in the total cost of the works, the whole project will be reviewed by the two governments concerned.

6. Canada will not make any payment in respect of a contract for the works entered into by the Province unless

(a) if subsection (1) of section 3 applies to the contract

(1) before tenders were invited the form of advertisement for tenders, the tender forms and the specifications, plans and profiles and the proposed terms of the contract were approved in writing by the Federal Minister, and

- (ii) the contract has been awarded pursuant to tenders invited in the manner provided in subsection (1) of section 3.
- (b) except in the case of a contract for consulting services, at the time when the contract was entered into the contractor was a resident of Canada or, if the contractor is a corporation, it was for a period of at least one year immediately prior to that time incorporated and carrying on business in Canada;
- (c) except in the case of a contract mentioned in subsection (8) of section 3, the construction to be performed under the contract is to be paid for either at a lump sum price or unit prices or both;
- (d) it is a term of the contract that the contractor and any subcontractor of the contractor
- (i) in respect of the work to be carried out under the contract will employ only residents of Canada; and
- (ii) in the hiring and employment of labour for the execution of the contract will not refuse to employ or otherwise discriminate against any person in regard to employment because of that person's race, national origin, colour, religion, or political affiliation, nor because that person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this subparagraph;
- (e) except in the case of a contract entered into by the Province prior to the date of this Agreement or of a purchase contract, the total consideration of which does not exceed \$10,000.00, entry into the contract was agreed to in writing by the Federal Minister before it was entered into; and
- (f) the Provincial Minister, his Deputy or a person authorized by the Provincial Minister in writing, has certified and the Federal Minister is satisfied that the work in respect of which the payment is to be made has been completed in accordance with the contract.

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7.(1) Subject to this Agreement, the cost of the works shall be the aggregate of expenditures, incurred by the Province in the following classes, since the 25th day of November 1960:

- (a) payments pursuant to contracts for the works entered into by the Province with other persons in accordance with this Agreement;
- (b) payments in respect of construction materials purchased by the Province that are necessary for and used in the works, to the extent that the cost thereof incurred by the Province did not exceed the aggregate of the current market price of those materials prevailing in the locality where and at the time when the Province acquired them and the actual cost to the Province of delivering those materials to the site of construction;
- (c) payments in respect of wages, salaries and workmen's compensation and unemployment insurance contributions of and for engineers, draughtsmen, and directly related employees of the Floodway Division and of the Bridge Office, Highways Branch, of the Province while exclusively engaged in carrying out the works and, in addition, their necessary transportation and living expenses while engaged in field operations exclusively for the purpose of carrying out the works;
- (d) payments in respect of the removal and relocation of obstructions such as power, telephone and telegraph lines, public utilities and other services, railway works, roads, bridges, buildings, trees, brush, debris and the like, that was necessarily incidental to the works;
- (e) payments by the Province for the purchase of lands, buildings and flood easements which may be required for the works;
- (f) payments in respect of the restoration and repair of real property destroyed or damaged in the course of the works, and in respect of the construction of walls or other structures necessary for the protection of the works or adjacent property;

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- (g) payments in respect of the inspection and testing of materials used in the works, if in the opinion of the Federal Minister, the inspection and tests are necessary and were not required in connection with any other use; and
- (h) payments in respect of any work carried out by the Province by day labour in accordance with section 3, as follows:
- (i) payments in respect of Workmen's Compensation and Unemployment Insurance contributions and wages (including board and lodging when provided and appropriate holiday pay) required in connection with the day labour forces engaged in that work;
- (ii) payments in respect of the normal operating, maintenance and transportation expenses incurred by the Province for equipment owned by the Province that is used to perform that work including allowance for depreciation at generally approved rates if that equipment is brought to the work in good repair, or in lieu thereof an allowance for the use of such equipment based on a schedule previously approved by the Federal Minister and representing the overall expenses incurred by the Province for normal operation, maintenance and depreciation; and
- (iii) payments in respect of the rental of equipment (and operators if included) not owned by the Province in accordance with terms and rates of rental that have been previously approved in writing by the Federal Minister.
- (2) Subject to this Agreement, the cost of excavation shall be the aggregate of expenditures incurred by the Province in the following classes:
- (a) payments pursuant to contracts for excavation entered into by the Province with other persons; and
- (b) payments in respect of any excavation carried out by the Province by day labour in accordance with section 3.
- (3) Notwithstanding anything in this section, where in the opinion of the Federal Minister

(a) the accounts and other information furnished by the Province are insufficient for the purpose of determining the true expenditures of the Province as defined in subsections (1) and (2); or

(b) the expenditures by the Province in respect of the works, by comparison with market costs prevailing when the works were undertaken, are excessive,

the Federal Minister shall cause an appraisal to be made of the cost of the works in question at the time when the works were undertaken and that appraisal shall form the basis of the determination of the cost of the works.

8. Notwithstanding anything in this Agreement, the cost of the works shall not include expenditures by the Province in respect of

(a) interest on moneys borrowed;

(b) more than one year's interest on moneys payable by the Province;

(c) taxes on land;

(d) the administration costs of the Province and, without limiting the generality thereof, the wages, salaries and expenses of officers or servants of the Province except those provided for in section 7;

(e) fencing the works, except the relocation of fences which have been removed;

(f) the construction of the works to the extent that, in the judgment of the Federal Minister pursuant to the appraisal provided for in subsection (3) of section 7, such expenditures were excessive;

(g) the installation of additional or improvement of any water works, sewers, electrical conduits or other public utilities; and

(h) any matter, to the extent that the Province is reimbursed from any source other than under this Agreement in respect of that matter.

9.(1) The Province will within one month from the date of this Agreement submit to the Federal Minister a statement claiming payment on account of the cost of the works incurred and paid by the Province during the period from the

25th day of November 1960, until the date of this Agreement and thereafter will before the end of each calendar month submit to the Federal Minister a statement claiming payment on account of the cost of the works paid by it during the preceding calendar month.

(2). Each of such claims shall be for $37\frac{1}{2}$ per cent of the cost of the works as detailed in subsection (1) of section 7, plus $37\frac{1}{2}$ per cent of the cost of excavation, and each of such claims shall be in such form and accompanied by such proof and certification as may be required by the Federal Minister, the Comptroller of the Treasury of Canada or persons authorized by either of them, but no claim, except a claim on account of the cost of the works paid by the Province during the said period from the 25th day of November 1960, until the date of this Agreement, or except in the case of a purchase contract the total consideration of which does not exceed \$10,000.00 shall be included in a statement in respect of any item of the works that has not received the prior approval of the Federal Minister.

10. (1). When the Federal Minister receives a claim for payment in accordance with section 9, Canada will make a payment to the Province not exceeding the amount claimed subject to subsection (2) of this section, and subject to certification by a representative of the Federal Minister that the works in respect of which the claim has been submitted have been satisfactorily performed.

(2) From the amounts payable to the Province pursuant to subsection (1) of this section the Federal Minister may cause to be held back an amount not exceeding ten per cent of the amount payable in respect of each item of cost for which a claim is made, until completion to his satisfaction of that portion of the floodway of which the works in respect of which a claim is made form part.

11. (1) When the Federal Minister is satisfied that the works have been completed in accordance with this Agreement, Canada will pay to the Province the balance of the amount payable in respect of the cost of the works for which a claim has been made by the Province.

(2) When Canada has paid to the Province an amount equal to the lesser of

(a) (i) $37\frac{1}{2}$ per cent of the cost of the works, plus

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(ii) 37½ per cent of the cost of excavation

or, (b) \$ 36,974,000.00,

then Canada's financial obligations under this Agreement shall cease.

(3) If Canada pays to the Province an amount that exceeds the amount payable pursuant to this Agreement, the Province will refund the excess, and Canada may, in addition to any other recourse, recover any such amount from amounts payable by Canada to the Province on any account.

12. Notwithstanding anything in this Agreement, no claim for payment in respect of the cost of the works may be made by the Province after one year has elapsed from the completion of the works, unless the Federal Minister otherwise agrees.

13.(1) The Province will maintain full records of all expenditures relating to the cost of the works together with all proper documents and vouchers relating thereto and will make such records, documents and vouchers available to the Federal Minister, the Comptroller of the Treasury of Canada or persons authorized by either of them for examination and audit, and will give to the Federal Minister, the Comptroller of the Treasury of Canada or persons authorized by either of them all reasonable assistance, in such examination and audit.

(2) The Province will keep intact, for a period of ^{seven years by letter; Feb 7/83} ~~five~~ years from the ^{Jan 24/83} date of the completion of the works, all records, documents and vouchers specified in subsection (1) of this section.

14.(1) The Federal Minister may appoint representatives of Canada to report on all phases of construction of the works and they may make any inspections enquiries and tests that they consider necessary to assist them in reporting on construction and determining the cost of the works, and may discuss with the appropriate representatives of the Province any matter concerning the completion of the works in accordance with this Agreement.

(2) Where, in order to give effect to this Agreement, the Federal Minister considers it necessary to inspect or appraise any lands, or works, the Federal Minister may cause such inspections and appraisals to be made as he deems advisable and the Province will afford the Federal Minister and his representatives every facility for the purpose.

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(3) The approval of the Federal Minister of any engineering or construction matter involving expenditure of Federal funds under this Agreement shall be a condition precedent to such expenditure of Federal funds by Canada.

15. This Agreement shall not be construed so as to vest in Canada any proprietary interest in the floodway.

16. After completion of the works, the Province will cause the floodway and appurtenant structures to be maintained and operated in proper order.

* 17. The Province will indemnify and save harmless Canada against all actions, suits, claims, demands, costs and expenses whatsoever in respect of any accident, injury or damage sustained in connection with or arising out of the execution of this Agreement or any of the matters connected therewith.

18. Payment of contributions by Canada under this Agreement are hereby excepted from the operation of section 5 of the Fair Wages and Hours of Labour Act, R.S.C. 1952, chapter 108, and the Province will ensure that all persons employed in the construction of the works are paid fair wages and that the hours of work to be observed shall be those from time to time determined by the Province and shall be generally those covering similar work undertaken by the Province in the district.

19. The Province will at its expense provide adequate protection for fish and wildlife resources but need not carry out reforestation or other ancillary conservation measures in the area affected by the works.

20.(1) The Province will submit to the Federal Minister for approval prior to the completion of the floodway

(a) a program for the control and operation of the floodway under routine conditions and emergency conditions, and

(b) a program for the establishment and maintenance of hydrometric and rain gauges and of snow surveys on the Red River basin.

(2) After receiving the approval of such program by the Federal Minister, the Province will put into effect such programs in accordance with the time schedules contained in the programs, in a manner satisfactory to the Federal Minister.

(3) Any changes which the Province may desire to make in the programs submitted in accordance with subsection (1) hereof shall be submitted to the Federal Minister for approval.

21. The Province will erect and maintain until completion of the works suitable signs at such locations, of such size and wording as shall be approved by the Federal Minister.

22. No member of the House of Commons shall be admitted to any share or part of any contract, agreement or commission with respect to the works or to any benefit to arise therefrom.

23. The Greater Winnipeg Floodway Advisory Board shall continue to operate under the Terms of Reference of the 25th day of November 1960.

IN WITNESS WHEREOF the Honourable Walter Dinsdale, Minister of Northern Affairs and National Resources, has hereunto set his hand on behalf of Canada and the Honourable George Hutton, Minister of Agriculture and Conservation, has hereunto set his hand on behalf of the Province.

SIGNED, SEALED and DELIVERED on behalf of Canada by the Honourable Walter Dinsdale, Minister of Northern Affairs and National Resources, in the presence of,

George Hutton

Walter Dinsdale
Minister of Northern Affairs and National Resources

SIGNED, SEALED and DELIVERED on behalf of the Province of Manitoba by the Honourable George Hutton, Minister of Agriculture and Conservation, in the presence of

George Hutton

George Hutton
Minister of Agriculture and Conservation.



Environment Environnement
Canada Canada
Terrasses de la Chaudière
10 Wellington Street, 3rd Floor
Gatineau, Québec
K1A 0H3

Your File Votre référence

Our File Notre référence

A-2005-00001 / mc

April 1, 2005

Mr. Paul E. Clifton
852 Red River Drive
Howden, Manitoba
R5A 1J4

Dear Mr. Clifton:

This is to acknowledge receipt on April 1, 2005 of your request under the Access to Information Act (the Act) for:

"I provide for Environment Canada's reference, a fourteen page facsimile received from the Manitoba Water Branch's {Mr. Richard Bowering} in answer to a question posed from the PCO of Canada. This fourteen page facsimile received on or about 12/11/97 THU 09:28 Fax {204 945 7419}, was subsequently forwarded to person or department unknown. This subsequently transmission by Environment Canada on or about DEC 11 '97 04:19 PM was in fifteen pages. Provide complete copy of this entire transmission including and most especially the Canada cover page of the Manitoba facsimile."

We have started processing your request and will contact you as soon as possible.

If you have any questions regarding this request, do not hesitate to contact me at (819) 994-6619. Please quote the above file number on all future correspondence concerning this request.

Yours sincerely,

Original Signed by: K. Richardson for

Maggie Casey
Access to Information and
Privacy Secretariat



Environment Environnement
Canada Canada
Terrasses de la Chaudière
10 Wellington Street, 3rd Floor
Gatineau, Québec
K1A 0H3

Your File Votre référence

Our File Notre référence
A-2005-00074 / mc

June 21, 2005

Mr. Paul E. Clifton
852 Red River Drive
Howden, Manitoba
R5A 1J4

Dear Mr. Clifton:

This refers to your request under the Access to Information Act (the Act) for:

“To expand on ATIP Request A-2005-00001/mc
Include all correspondences from the PMO - back and forth between, Environment
Canada as well as all Environment Canada correspondences between Manitoba Water
Branch and in advance of {Mr. Richard Bowering's} reply to Environment Canada dated
December 11, 1997.”

Please be advised that the Act and Regulations prescribe fees for the processing of requests. The fee for search and preparation time is \$10.00/hour. For this request, we will require approximately 11 hours to locate and prepare the requested information for disclosure. Please note that there is no charge for the first five hours of search and preparation time. Therefore, the search and preparation fee is \$60.00 (6 hours x \$10.00/hour).

We will require \$60.00 before we continue to process your request. The cheque or money order should be made payable to the Receiver General for Canada and should be forwarded to the Access to Information and Privacy Secretariat at the above address within 30 days.

Please note that this estimate does not include the additional cost of any photocopies at \$0.20 per page. However, you will have the opportunity to review the records in person in one of our offices if you wish to avoid the photocopy fee. Payment of the remainder of the processing fee must be made prior to viewing the records.

If you are not satisfied with our handling of your request, the Act grants you the right to file a complaint with the Information Commissioner of Canada within one year of the receipt of your request. The address is:

Information Commissioner of Canada
Place de Ville, Tower "B"
112 Kent Street, 22nd Floor
Ottawa, Ontario
K1A 1H3

If you have any questions regarding this request, please contact Maggie Casey at (819) 994-6619 or by fax at (819) 953-1099.

Yours sincerely,

ORIGINAL SIGNED BY:

Shelley Emmerson
Chief
Access to Information and
Privacy Secretariat



Environment Environnement
Canada Canada
Les Terrasses de la Chaudière
27ième étage/27th Floor
10, rue Wellington/10 Wellington Street
Gatineau, Québec K1A 0H3
TÉL.: (819) 953-2743
FAX: (819) 953-0749
Helen.Ryan@ec.gc.ca

Your File Votre référence

Our File Notre référence

A-2005-00074 / mc

JUN 15 2005

Mr. Paul E. Clifton
852 Red River Drive
Howden, Manitoba
R5A 1J4

Dear Mr. Clifton:

We have completed processing your request under the Access to Information Act (the Act) for:

"To expand on ATIP Request A-2005-00001/mc
Include all correspondences from the PMO - back and forth between, Environment Canada as well
as all Environment Canada correspondences between Manitoba Water Branch and in advance of
{Mr. Richard Bowering's} reply to Environment Canada dated December 11, 1997."

Attached please find the complete release package in response to this request.

The Act grants you the right to file a complaint with the Information Commissioner, within one
year of the receipt of your request, if you are not satisfied with our handling of your request.

The address is:

Office of the Information Commissioner
112 Kent Street, 22nd Floor
Place de Ville, Tower B
Ottawa, Ontario K1A 1H3

If you have any questions regarding this request, please do not hesitate to contact Maggie Casey
at (819) 994-6619.

Yours sincerely,

for
Helen Ryan
Access to Information
and Privacy Coordinator

Enclosure

DEC. 10, 1997 1:43PM

EPC/ECC

OTTAWA ONT

Loi sur l'accès à l'information

CITY

072948220

October 17, 1997
Paul Clifton
Group 6 Box 16 RR #1
St. Norbert, Mb.
RSV 1L2

Rt. Hon. Mr. Jean Chretien
Prime Minister of Canada
House of Commons
Ottawa, Ont.

SIA/C9A Equalization
Re: your request for information

Re: Federal Approval / Program of Operation For the Greater Winnipeg Floodway

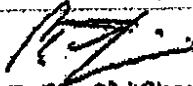
Dear Mr. Chretien:

Reference the agreement between the Government of Canada and the Government of the Province of Manitoba for construction of the Greater Winnipeg Floodway. Dated 29 th. day of May, 1962.

Within this document the international aspects of the Red River is recognized and requirement for federal approval noted, thus our request for document copies. Please provide the writer the federal approval document and current Program of Operation, by which the Province of Manitoba was operating the Greater Winnipeg Floodway during this year's spring flood.

A prompt response to this request would be appreciated.

Yours Sincerely


P. E. Clifton
Chair, Red River Drive & Area
Residents Association,
Technical Committee

xc: Mr. Garry Filmon, Premier Province of Manitoba, Legislative Building Winnipeg, Mb. R2C 0V8

NOTE 3

12/11/97 TEL 047-2003 FAX 204-944-1110

ACCESS TO INFO

8195531029 P. 02/15



**Manitoba
Natural Resources**

**Water Resources Branch
1577 Dublin Avenue,
Winnipeg, Manitoba**

Telecopier Transmittal Cover Sheet

**To: Maurice Sydor
Environment Canada**

Phone:
Fax: (819) 994-0237

**From: Rick Bowering
Manitoba Water Resources**

**Phone: (204) 945-6397
Fax: (204) 948-7419**

Date: Thursday, December 11, 1997

**Pages including this
cover page: 14**

Comments:

Maurice, here is the original agreement referenced by Paul Clifton. Also included is the only response we have on our files from the federal government to the operating rules.

At issue is article 20 which states that the province must receive approval for the program for operation of the floodway from the federal government. In particular, subsection (3) states that any changes shall be submitted to the federal government for approval. We have not done that. Our position is that changes we have made are only "fine tuning" changes. They were all made within the intent of the original agreement based on experience we have gained over the years. Furthermore, none of the changes impact on areas of federal responsibility. In particular, the change we are getting the most flack on is when we switch from normal operation (rule 1) wherein we maintain normal levels south of Winnipeg, to rule 2, where, because of the imminent threat of overtopping the dikes in Winnipeg, we do not let levels rise above 24.5 feet at James Avenue. The original rules specified 25.5 feet, but experience has shown that the city could not sustain 25.5 feet, particularly in a year like this year.

000197

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Document Released Under the Access to Information Act / Document divulgué en vertu de la Loi sur l'accès à l'information.

HPK-01-2000 15:20

ACCESS TO INFO

619531059 P. 03/15

RELEASED BY OSIRO FAX 104 348

DATE RECEIVED

We have made the point that operating rules are really guidelines. They are not rules in the sense of legal regulations. We have rule curves for all of our reservoirs and control structures, but we use them as guidelines. An engineer would be irresponsible to knowingly allow Winnipeg to flood because he rigidly holds to the operating rules.

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22/11/87 THU 09:29 FAX 100

ACCESS ID IN-U A

THIS AGREEMENT made this 28th day of May, 1962

BETWEEN

THE GOVERNMENT OF CANADA,
hereinafter called "Canada",
OF THE FIRST PART,

AND

THE GOVERNMENT OF THE PROVINCE
OF MANITOBA, hereinafter called
"the Province",
OF THE SECOND PART.

WHEREAS the parties hereto consider that the construction of a floodway to divert waters from the Red River upstream from Winnipeg and return them to the Red River downstream... Winnipeg for controlling flooding in Greater Winnipeg is necessary in the public interest and would constitute works of a major character;

WHEREAS on the 25th day of November 1960 the parties hereto established the Greater Winnipeg Floodway Advisory Board to advise on the plans and co-ordination of the engineering and construction of the floodway;

WHEREAS the parties hereto have agreed that the Province shall undertake the construction of the floodway with the intention of completing it within ten years from the date of this Agreement;

WHEREAS it is estimated by the Province that the total cost of the said floodway will be \$61,212,000.00;

WHEREAS His Excellency the Governor in Council by Order in Council P.O. 1562-60h has authorized the Minister of Northern Affairs and National Resources to execute this Agreement on behalf of Canada;

AND WHEREAS His Honor the Lieutenant Governor in Council by Order in Council 709/62 has authorized the Minister of Agriculture and Conservation to execute this Agreement on behalf of the Province.

NOW KNOWING THIS AGREEMENT HEREBY that in consideration of the premises, covenants and agreements herein contained, the parties covenant

12/11/87 THU 09:29 FAX 204 548 7418 8199531089 P.05/15

and agree as follows:

1. In this Agreement

- (a) "day labour" means the employment of workmen by the Province and the rental by the Province of equipment not owned by the Province together with operator or operators;
- (b) "excavation" means the removal of all materials on or below the existing ground surface from within the lines and grades shown in the plans and specifications approved or to be approved by the parties hereto and the transportation, to and disposal of such materials in the areas designated for this purpose and shown in the said plans and specifications;
- (c) "Federal Minister" means the Minister of Northern Affairs and National Resources of Canada;
- (d) "Provincial Minister" means the Minister of Agriculture and Conservation of the Province; and
- (e) "works" means all preparation made, excavation and any other work done and the acquisition of all materials, equipment, properties and easements necessary to build and complete a floodway for the purpose of diverting water from the Red River upstream from the City of Winnipeg and returning it to the Red River downstream from the said City of Winnipeg in accordance with the plans and specifications approved and to be approved by the parties hereto, and includes the acquisition of lands for access roads, the construction of any necessary structures to control the water being diverted and the construction or alteration of all dykes, bridges, roads, railway works and other structures necessary for the performance of this Agreement, and such display signs as may be required by the Federal Minister.

2. The Province will carry out the works in accordance with the plans and specifications which shall be approved by the Federal Minister and the Provincial Minister.

-1-

2. (1) Except as otherwise provided in this section, any contracts for the works shall be awarded by the Province to persons tendering pursuant to an invitation therefor made by public advertisement.

(2) Any contracts for the acquisition of land or any interest therein shall be exempted from the provisions of subsection (1).

(3) Any contract the total consideration of which does not exceed \$5,000.00 and which has been approved by the Federal Minister shall be exempted from the provisions of subsection (1).

(4) Any purchase contract the total consideration of which does not exceed \$10,000.00 shall be exempted from the provisions of subsection (1).

(5) Where the estimated cost of any part of the works not covered by the main contract or contracts is less than \$25,000.00 the Province may, with the prior consent of the Federal Minister, award a contract for that part of the works pursuant to tenders invited from not less than two persons from a list designated by the Federal Minister and Provincial Minister.

(6) Any purchase contract the total consideration of which does not exceed \$50,000.00 may, with the prior consent of the Federal Minister, be entered into pursuant to tenders invited from not less than four persons from a list designated by the Federal Minister and the Provincial Minister.

(7) Where the Federal Minister and the Provincial Minister are of the opinion that it is, for reasons of economy or efficiency, expedient that any item of the works should be performed by day labour, the Province with the prior consent of the Federal Minister may undertake that item by day labour.

(8) Subsection (1) of this section shall not apply to contracts entered into by the Province for engineering consultant, inspection or investigational services.

(9) This section shall not apply to contracts entered into by the Province prior to the date of this Agreement.

b.(1) The Province will cause the works to be completed within ten years from the date of this Agreement but the Federal Minister may at his discretion extend the time for the completion of the works.

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ACCESS TO INFO

12/11/97 THU 09:00 FAX 304 248, 7418

WATER RESOURCES

P. 07/15

(2) Should the performance of the works be delayed by reasons of any delay occasioned by the Federal Minister or by flood, fire, lightning, earthquake, cyclone, strike, war or an act of war, insurrection, riot, or act of God, or by any other cause which is beyond the control of the Province and of the contractors to whom a contract is awarded, the time herein fixed for the completion of the works shall be extended for a period equivalent to the time lost by reason of such delay.

5.(1) Subject to funds being voted by Parliament and to the terms and conditions of this Agreement, Canada will reimburse the Province,

(a) to the extent of 37½ per cent of the cost of the works, and

(b) to the extent of a further 37½ per cent of the cost of excavation in recognition of the international aspects of the Red River, and also because of the magnitude of the excavation made necessary because no alternative equivalent flood control measures are available,

but the total contribution by Canada shall not in any event exceed \$36,974,000.00.

(2) Should unforeseen and/or uncontrollable conditions, which are unanticipated in this Agreement, result in a substantial increase in the total cost of the works, the whole project will be reviewed by the two governments concerned.

6. Canada will not make any payment in respect of a contract for the works entered into by the Province unless

(a) if subsection (1) of section 3 applies to the contract

(1) before tenders were invited the form of advertisement for tenders, the tender forms and the specifications, plans and profiles and the proposed terms of the contract were approved in writing by the Federal Minister, and

- (ii) the contract has been awarded pursuant to tenders invited in the manner provided in subsection (1) of section 3.
- (b) except in the case of a contract for consulting services, at the time when the contract was entered into the contractor was a resident of Canada or, if the contractor is a corporation, it was for a period of at least one year immediately prior to that time incorporated and carrying on business in Canada;
- (c) except in the case of a contract mentioned in subsection (8) of section 3, the construction to be performed under the contract is to be paid for either at a lump sum price or unit prices or both;
- (d) it is a term of the contract that the contractor and any subcontractor of the contractor
- (i) in respect of the work to be carried out under the contract will employ only residents of Canada; and
- (ii) in the hiring and employment of labour for the execution of the contract will not refuse to employ or otherwise discriminate against any person in regard to employment because of that person's race, national origin, colour, religion, or political affiliation, nor because that person has made a complaint or given information with respect to an alleged failure to comply with the provisions of this subparagraph;
- (e) except in the case of a contract entered into by the Province prior to the date of this Agreement or of a purchase contract, the total consideration of which does not exceed \$10,000.00, entry into the contract was agreed to in writing by the Federal Minister before it was entered into; and
- (f) the Provincial Minister, his Deputy or a person authorized by the Provincial Minister in writing, has certified and the Federal Minister is satisfied that the work in respect of which the payment is to be made has been completed in accordance with the contract.

12/11/97 THU 09:31 FAX 204 944 7419

-3-

7.(1) Subject to this Agreement, the cost of the works shall be the aggregate of expenditures, incurred by the Province in the following classes, since the 25th day of November 1960:

- (a) payments pursuant to contracts for the works entered into by the Province with other persons in accordance with this Agreement;
- (b) payments in respect of construction materials purchased by the Province that are necessary for and used in the works, to the extent that the cost thereof incurred by the Province did not exceed the aggregate of the current market price of those materials prevailing in the locality where and at the time when the Province acquired them and the actual cost to the Province of delivering those materials to the site of construction;
- (c) payments in respect of wages, salaries and workman's compensation and unemployment insurance contributions of and for engineers, draughtsmen, and directly related employees of the Floodway Division and of the Bridge Office, Highways Branch, of the Province while exclusively engaged in carrying out the works and, in addition, their necessary transportation and living expenses while engaged in field operations exclusively for the purpose of carrying out the works;
- (d) payments in respect of the removal and relocation of obstructions such as power, telephone and telegraph lines, public utilities and other services, railway works, roads, bridges, buildings, trees, brush, debris and the like, that was necessarily incidental to the works;
- (e) payments by the Province for the purchase of lands, buildings and flood easements which may be required for the works;
- (f) payments in respect of the restoration and repair of real property destroyed or damaged in the course of the works, and in respect of the construction of walls or other structures necessary for the protection of the works or adjacent property;

-7-

- (g) payments in respect of the inspection and testing of materials used in the works, if in the opinion of the Federal Minister, the inspection and tests are necessary and were not required in connection with any other use; and
- (h) payments in respect of any work carried out by the Province by day labour in accordance with section 3, as follows:
- (i) payments in respect of Workmen's Compensation and Unemployment Insurance contributions and wages (including board and lodging when provided and appropriate holiday pay) required in connection with the day labour forces engaged in that work;
 - (ii) payments in respect of the normal operating, maintenance and transportation expenses incurred by the Province for ~~equipment owned by the Province that is used to perform that work~~ including allowance for depreciation at generally approved rates if that equipment is brought to the work in good repair, or in lieu thereof an allowance for the use of such equipment based on a schedule previously approved by the Federal Minister and representing the overall expenses incurred by the Province for normal operation, maintenance and depreciation; and
 - (iii) payments in respect of the rental of equipment (and operators if included) not owned by the Province in accordance with terms and rates of rental that have been previously approved in writing by the Federal Minister.
- (2) Subject to this Agreement, the cost of excavation shall be the aggregate of expenditures incurred by the Province in the following classes:
- (a) payments pursuant to contracts for excavation entered into by the Province with other persons; and
 - (b) payments in respect of any excavation carried out by the Province by day labour in accordance with section 3.
- (3) Notwithstanding anything in this section, where in the opinion of the Federal Minister

12/11/87, THU 09:32 FAX 204 848 7418

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- (a) the accounts and other information furnished by the Province are insufficient for the purpose of determining the true expenditures of the Province as defined in subsections (1) and (2); or
- (b) the expenditures by the Province in respect of the works, by comparison with market costs prevailing when the works were undertaken, are excessive,

the Federal Minister shall cause an appraisal to be made of the cost of the works in question at the time when the works were undertaken and that appraisal shall form the basis of the determination of the cost of the works.

8. Notwithstanding anything in this Agreement, the cost of the works shall not include expenditures by the Province in respect of

- (a) interest on moneys borrowed;
- (b) more than one year's interest on moneys payable by the Province;
- (c) taxes on land;
- (d) the administration costs of the Province and, without limiting the generality thereof, the wages, salaries and expenses of officers or servants of the Province except those provided for in section 7;
- (e) fencing the works, except the relocation of fences which have been removed;
- (f) the construction of the works to the extent that, in the judgment of the Federal Minister pursuant to the appraisal provided for in subsection (3) of section 7, such expenditures were excessive;
- (g) the installation of additional or improvement of any water works, sewers, electrical conduits or other public utilities; and
- (h) any matter, to the extent that the Province is reimbursed from any source other than under this Agreement in respect of that matter.

9.(1) The Province will within one month from the date of this Agreement submit to the Federal Minister a statement claiming payment on account of the cost of the works incurred and paid by the Province during the period from the

18/11/87 XEU 08-02 FAX 204 848 7418 12/15

25th day of November 1960, until the date of this Agreement and thereafter will before the end of each calendar month submit to the Federal Minister a statement claiming payment on account of the cost of the works paid by it during the preceding calendar month.

(2). Each of such claims shall be for 37½ per cent of the cost of the works as detailed in subsection (1) of section 7, plus 37½ per cent of the cost of excavation, and each of such claims shall be in such form and accompanied by such proof and certification as may be required by the Federal Minister, the Comptroller of the Treasury of Canada or persons authorized by either of them, but no claim, except a claim on account of the cost of the works paid by the Province during the said period from the 25th day of November 1960, until the date of this Agreement, or except in the case of a purchase contract the total consideration of which does not exceed \$10,000.00 shall be included in a statement in respect of any item of the works that has not received the prior approval of the Federal Minister.

10. (1). When the Federal Minister receives a claim for payment in accordance with section 9, Canada will make a payment to the Province not exceeding the amount claimed subject to subsection (2) of this section, and subject to certification by a representative of the Federal Minister that the works in respect of which the claim has been submitted have been satisfactorily performed.

(2) From the amounts payable to the Province pursuant to subsection (1) of this section the Federal Minister may cause to be held back an amount not exceeding ten per cent of the amount payable in respect of each item of cost for which a claim is made, until completion to his satisfaction of that portion of the roadway of which the works in respect of which a claim is made form part.

11. (1) When the Federal Minister is satisfied that the works have been completed in accordance with this Agreement, Canada will pay to the Province the balance of the amount payable in respect of the cost of the works for which a claim has been made by the Province.

(2) When Canada has paid to the Province an amount equal to the lesser of
(a) (i) 37½ per cent of the cost of the works, plus

12/11/97 THU 09:33 FAX 204 248 7413

(b) 37 1/2 per cent of the cost of excavation
or, (c) \$ 36,974,000.00,

then Canada's financial obligations under this Agreement shall cease.

(3) If Canada pays to the Province an amount that exceeds the amount payable pursuant to this Agreement, the Province will refund the excess, and Canada may, in addition to any other resources, recover any such amount from amounts payable by Canada to the Province on any account.

12. Notwithstanding anything in this Agreement, no claim for payment in respect of the cost of the works may be made by the Province after one year has elapsed from the completion of the works, unless the Federal Minister otherwise agrees.

13. (1) The Province will maintain full records of all expenditures relating to the cost of the works together with all proper documents and vouchers relating thereto and will make such records, documents and vouchers available to the Federal Minister, the Comptroller of the Treasury of Canada or persons authorized by either of them for examination and audit, and will give to the Federal Minister, the Comptroller of the Treasury of Canada or persons authorized by either of them all reasonable assistance, in such examination and audit.

(2) The Province will keep intact, for a period of seven years, from the date of the completion of the works, all records, documents and vouchers specified in subsection (1) of this section.

14. (1) The Federal Minister may appoint representatives of Canada to report on all phases of construction of the works and they may make any inspections, inquiries and tests that they consider necessary to assist them in reporting on construction and determining the cost of the works, and may discuss with the appropriate representatives of the Province any matter concerning the completion of the works in accordance with this Agreement.

(2) Where, in order to give effect to this Agreement, the Federal Minister considers it necessary to inspect or appraise any lands, or works, the Federal Minister may cause such inspections and appraisals to be made as he deems advisable and the Province will afford the Federal Minister and his representatives every facility for the purpose.

*Seven years by letter Feb 7/97
to Canada letter 5
Jan 20/97*

13/11/87 THU 09:30 FAX 204 548 7411

MULESS U INFO WATER RESOURCES

(3) The approval of the Federal Minister of any engineering or construction matter involving expenditure of Federal funds under this Agreement shall be a condition precedent to such expenditure of Federal funds by Canada.

15. This Agreement shall not be construed so as to vest in Canada any proprietary interest in the floodway.

16. After completion of the works, the Province will cause the floodway and appurtenant structures to be maintained and operated in proper order.

* 17. The Province will indemnify and save harmless Canada against all actions, suits, claims, demands, costs and expenses whatsoever in respect of any accident, injury or damage sustained in connection with or arising out of the execution of this Agreement or any of the matters connected therewith.

18. Payment of contributions by Canada under this Agreement are hereby exempted from the operation of section 5 of the Fair Wages and Hours of Labour Act, R.S.C. 1958, chapter 108, and the Province will ensure that all persons employed in the construction of the works are paid fair wages and that the hours of work to be observed shall be those from time to time determined by the Province and shall be generally those covering similar work undertaken by the Province in the district.

19. The Province will at its expense provide adequate protection for fish and wildlife resources but need not carry out reforestation or other ancillary conservation measures in the area affected by the works.

20. (1) The Province will submit to the Federal Minister for approval prior to the completion of the floodway

(a) a program for the control and operation of the floodway under routine conditions and emergency conditions, and

(b) a program for the establishment and maintenance of hydroelectric and rain gauges and of snow surveys on the Red River basin.

(2) After receiving the approval of such program by the Federal Minister, the Province will put into effect such programs in accordance with the time schedules contained in the programs, in a manner satisfactory to the Federal Minister.

(3) Any changes which the Province may desire to make in the program submitted in accordance with subsection (1) hereof shall be submitted to the Federal Minister for approval.

21. The Province will erect and maintain until completion of the works suitable signs at such locations, of such size and wording as shall be approved by the Federal Minister.

22. No member of the Corps of Demolition shall be admitted to any share or part of any contract, agreement or commission with respect to the works or to any benefits to arise therefrom.

23. The Greater Winnipeg Trading Advisory Board shall continue to operate under the terms of Reference of the 25th day of November 1960.

IN WITNESS WHEREOF the Honourable Walter Dinsdale, Minister of Northern Affairs and National Resources, has hereunto set his hand on behalf of Canada and the Honourable George Hutton, Minister of Agriculture and Conservation, has hereunto set his hand on behalf of the Province.

SIGNED, SEALD and DELIVERED on behalf of Canada by the Honourable Walter Dinsdale, Minister of Northern Affairs and National Resources, in the presence of,

Erwin Churchill

Walter Dinsdale
Minister of Northern Affairs and National Resources

SIGNED, SEALD and DELIVERED on behalf of the Province of Manitoba by the Honourable George Hutton, Minister of Agriculture and Conservation, in the presence of

George Hutton

George Hutton
Minister of Agriculture and Conservation.

November 24, 1997
Paul Clifton
Group 5 Box 16 RR #1
St. Norbert, Mb.
R3V 1L2

✓ Rt. Hon. Mr. Jean Chretien
Prime Minister of Canada
House of Commons
Ottawa, Ont.
Fax: (613) 941-6950

Re: Follow - Up Request For Federal Approval / Program of
Operation for the Greater Winnipeg Floodway

Dear Mr. Chretien:

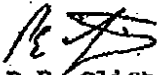
The purpose of this letter is to follow up on my request of October 17, 1997, for copies of Federal approval documents by which the Province of Manitoba was operating the Greater Winnipeg Floodway during this year's Red River Flood.

I would like to advise the Prime Minister, that our citizens group has raised funds to independently study the cause and affects of this years flooding of our community, within the community. This community is comprised of residents most heavily affected by the flood and least able to afford the funding of this necessary independent review.

The Manitoba Water Commission has been struck by the Government of Manitoba to undertake an independent review of actions taken during the 1997 flood and make recommendations to the Minister of Natural Resources for the Province. Public hearings are presently ongoing and because of demand, these hearings have been extended. It is our committee's intention to have our consultant make representation to the Commission on December 16, 1997.

It is imperative that the Government of Canada respond to my request of October 17, 1997 in advance of our Manitoba Water Commission hearing date.

Yours Sincerely



P.E. Clifton
North Ritchot Action Committee

(2)

Rt. Hon. Mr. Jean Chretien
Prime Minister of Canada
House of Commons
Ottawa, Ont.
Fax: (613) 941-6900

xc ✓ Mr. Gary M. Filmon, Premier Province of Manitoba, Legislative
Building Winnipeg, Mb. R2C 0V8
Fax (204) 949-1484

✓ Mr. David W. Iftody, PM Provencher, 75 3rd St. Lac Du Bonnet
Fax. (204) 345-9219

✓ Ms. Laurie P. Allen QC, Chair, North Ritchot Action Committee,
200-100 Osborne St. Winnipeg, Mb
Fax. (204) 477-1856

NOTE 5

**RED RIVER FLOODWAY
PROGRAM OF OPERATION**

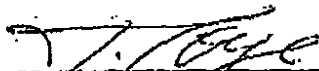
**October, 1984
Winnipeg, Manitoba**

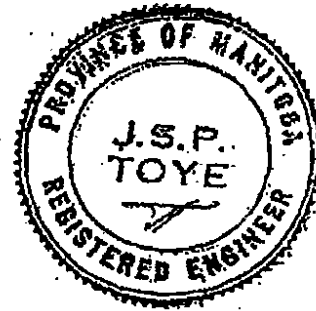
**Prepared by:
Flood Damage Reduction Section
Water Management Service**

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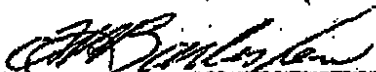
RED RIVER FLOODWAY
PROGRAM OF OPERATION

Prepared by:


John S. P. Toye, P. Eng.
Flood Control Engineer

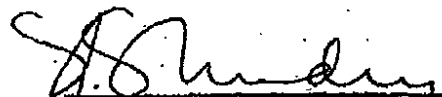



Reviewed by:


F. P. Barlshen, P. Eng.
Head, Flood Damage Reduction Section



Approved by:


W. Mudry, P. Eng.
Chief of Water Management


T. E. Weber, P. Eng.
Director

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RED RIVER FLOODWAY
PROGRAM OF OPERATION

List of revisions to October 1984 issue.

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1	March 1987	Table 5 (6 pages)

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- Location Plan of Red River Floodway. File No. 11-5-1066.

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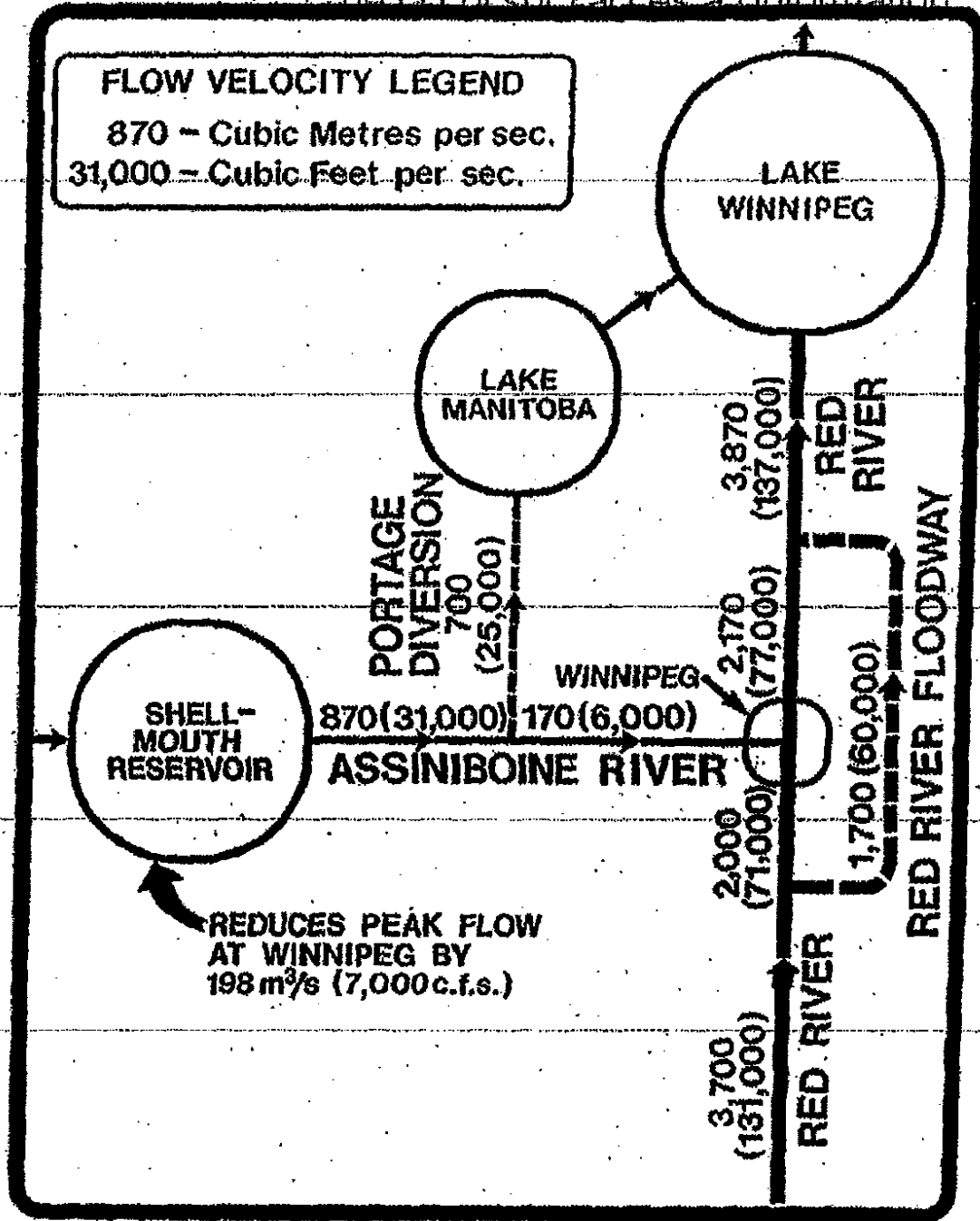
INTRODUCTION

This manual replaces the original manual Red River Floodway, Program of Operation, Report No. 70/8, July, 1970. This contains the latest procedures and policies in the operation of the Red River Floodway Inlet Control Structure.

Rules of operation of the Portage Diversion are included.

All of the graphical relationships have been replaced by mathematical relationships for computer calculations. The calculations are done on a TRS-80 32K Extended Colour Basic Computer. Tables are included for manual computation assisted by a HP-11C calculator.

Input data is in SI units while output data is in both SI and Imperial units. All computations are done in SI units.



SCHEMATIC FLOOD CONTROL SYSTEM

CAPABILITY AND SAFETY OF THE RED RIVER FLOODWAY

Design Conditions

The Red River Floodway was designed to regulate a flood having a discharge of 169,000 cfs ($4786 \text{ m}^3/\text{s}$) in the City of Winnipeg. This is a 0.625 percent flood (1958) and can be expected to occur, on the average, once in 160 years. In combination with the flood control works on the Assiniboine River comprising the Shellmouth Reservoir and the Portage Diversion, the regulated flow in the City of Winnipeg is about 77,000 cfs ($2180 \text{ m}^3/\text{s}$) which is within the capacity of the permanent Primary Dyking System. During the design flood the flow in the Red River Floodway would be 60,000 cfs ($1699 \text{ m}^3/\text{s}$) and the elevation at the Inlet would be 770.25 feet (234.77 m). A schematic of the design flows is shown on the opposite page.

The maximum probable flood adopted for the design of the Red River Floodway, the Control Structure and the West Dyke was the 1000-year flood (1958). The peak discharge of this flood was estimated to be 270,000 cfs ($7646 \text{ m}^3/\text{s}$) and the elevation at the Floodway Inlet would be 774.5 feet (236.07 m) under natural conditions. Two extreme conditions were considered in determining the capability and safety of the project.

Condition 1

Under this condition it is assumed that the control gates are fully raised and one gate has malfunctioned and cannot be lowered. It is further assumed that this occurs during the 1000-year flood. Under

this severe condition the water level at the Floodway Inlet would rise to elevation 778.05 feet (237.15 m). The flow in the Floodway would be 100,000 cfs (2832 m³/s) without overtopping of either the Floodway itself or the West Dyke. The discharge through the Control Structure would be about 98,000 cfs (2775 m³/s). Should overtopping be imminent, overflow would be permitted to occur near the western extremity of the West Dyke so as to protect the Control Structure from excessive discharge and thus failure due to erosion.

Condition 2

Under this condition it is assumed that the design flood peak of 169,000 cfs (4786 m³/s) is imminent and one of the gates has malfunctioned and cannot be raised. If that were to occur the gate which is still functional could be raised sufficiently to ensure that the discharge in the Floodway is maintained at 60,000 cfs (1699 m³/s).

Gate Operations

The Control Structure has two gates. Each of the gates has a hydraulic system which is operated by one 20-horsepower electric motor. The two hydraulic systems are interconnected and should one of the systems fail, both gates could be raised by the functional system. There are two sources of electrical power. In the event of a power failure on both of these lines a standby generator can be brought in to provide emergency power. The necessary facilities have also been installed to enable the power required for the gates' hydraulic system to be provided by a tractor.

The manual Red River Floodway, Instructions for Operation of Inlet Control
Structure Gates, dated November 1981 contains the instructions for raising
and lowering of the gates.

GENERAL INFORMATION

Pre-Flood Preparation

1. Request Eastern Region of the Engineering and Construction Branch to check the staff gauges shown on Form 1. Make sure Water Survey of Canada has hooked up the telemarks.
2. Obtain telephone pagers for the engineer in charge of operation and the control structure operator if the flood is expected to last more than two weeks. If extreme flooding is anticipated installation of radio equipment might be necessary.
3. Start a log book which will have pertinent telephone numbers and the datum of all telemarks listed. All gauge readings, pertinent information, discussions and decisions shall be recorded. See the last log book for a list of the telephone numbers. They are not listed here to restrict circulation so the lines will be free for the operators to use.

Location	Gauge Zero	
	Metres	Feet
Red River at Floodway Inlet	200	656.17
Inlet Control Structure	220	721.78
D/S of Control Structure (Diversion Channel)	200	656.17
Floodway at St. Mary's Road	200	656.17
Assiniboine River at Headingley	228.6	750.00
Portage Diversion Control Structure	-	-
James Avenue Pumping Station	221.76	727.57

Notice to the Minister

If Floodway operation is anticipated, ascertain whether or not the Minister needs to be notified of the initial operation and how much lead time is required.

Hours of Operation

Unless otherwise authorized by the Director, gate operations shall be done during daylight hours.

Horn Warning

Horn warning shall be issued for each gate operation during the rising stage of the flood. One-half hour prior to gate operation, the horn shall be operated for a period of one full minute. At the time of gate operation, the horn shall be operated by giving three short blasts.

No horn warning is required during the falling stage of the flood.

Frequency of Operation

There should be a delay of four hours between gate operations to permit flows and stages to stabilize.

Frequency of Gauge Readings

A complete set of readings shall be obtained by 0830, 1300 and 1600 hours or as required. A complete set of gauge readings shall be obtained four hours after every gate change.

Notice of Gate Changes

Notice of gate change is done on Form 4. Outside contacts are notified by telephone with the following information: present water level at the Floodway Inlet; the anticipated new water level; and, when the gate change will occur. It is not necessary to provide the elevation of the gate.

Annual Review of Data

The stage-discharge relationships, as tabulated below, should be reviewed before and during operation.

1. The Red River at James Avenue Pumping Station.
2. The Red River Floodway at the Inlet.
3. The Assiniboine River at Headingley.

The discharge coefficient of the Inlet Control Structure should be checked as soon as discharge measurements are available.

Elevation of Structures

Structure	Elevation in Feet (Metres)
Floodway Embankment	780 at Inlet (237.74)
West Dyke	779 to 782 (237.44 - 238.35)
City of Winnipeg Flood Defence Line	26.5 design height, City Datum (8.08) 31.5 emergency height, City Datum (9.60)

Capacity of the Red River Floodway

Design Capacity = 60,000 cfs at elevation 770.25 feet
(1699 m³/s at 234.77 m)

Maximum Capacity = 100,000 cfs at elevation 778.05 feet
(2832 m³/s at 237.15 m)

Inlet Control Structure

Control Gates: 2 - 34.8 feet x 112.5 feet (10.61 m x 34.29 m)

Minimum Gate Elevation = 728.04 feet (221.91 m)

Maximum Gate Elevation = 762.97 feet (232.55 m)

Inlet Control Structure Gate Settings

The water surface elevation to be maintained upstream of the Inlet Control Structure is dependent upon the combined discharges of the Assiniboine and Red rivers which would have obtained under natural conditions. These discharges can be computed by following the procedures outlined in the computation sheet (Form 2) or by running the computer program. The basic data required for each computation are:

- (a) Discharge of the Portage Diversion with a two day lag
- (b) Gauge height of the Assiniboine River at Headingley
- (c) Water surface elevation of the Red River upstream and downstream of the Inlet Control Structure
- (d) Inlet Control Structure gate elevation
- (e) Gauge height of the Red River at James Avenue, City Datum
- (f) Water surface elevation of the La Salle River upstream and downstream of P.T.H. No. 75
- (g) Sturgeon Creek and local inflows

The gate settings necessary to maintain the required elevations are determined from the computation sheet or from the computer. Such settings should be made as often as practicable or necessary to preclude sudden rises or drops in the river level both above and below the Floodway Inlet.

Routine Operation

The Red River Floodway shall be operated to provide maximum protection for the area downstream of the Inlet Control Structure but, at the same time, the interests upstream of the Floodway should not be adversely affected. In order to accomplish this the water levels upstream of the Inlet Control Structure shall be maintained at the elevation which would have obtained under natural conditions except as noted under the sections Initial Gate Setting, Gate Shut Down Sequence and under Emergency Operation.

Emergency Operation

An emergency situation exists when the flood stage at James Avenue exceeds 25.5 feet (7.77 m), City Datum.

The Inlet Control Structure has the capability to regulate the 1000-year flood (1958) of 270,000 cfs ($7646 \text{ m}^3/\text{s}$) under normal and emergency operating conditions. Under this extreme flood, the Red River at the Inlet would have a discharge of 221,800 cfs ($6281 \text{ m}^3/\text{s}$). The discharge through the Structure and Floodway would be 141,000 cfs ($3993 \text{ m}^3/\text{s}$) and 80,800 cfs ($2288 \text{ m}^3/\text{s}$), respectively if the water level at the Inlet were

regulated to the natural elevation of 774.5 feet (236.07 m). If the 141,000 cfs (3993 m³/s) were allowed through the Structure, the emergency height of the Primary Dyking System would be exceeded. By regulating the water level at the Inlet above natural conditions to a maximum of 778.0 feet (237.13 m), it is possible to maintain the water level in Winnipeg below the level of the raised Primary Dyke of 31.5 feet (9.60 m) without breaching the West Dyke or the Floodway embankment. This flexibility also allows the Control Structure to let more water through the City should a flood exceeding the maximum probable flood occurs. It is, therefore, emphasized that breaching of the West Dyke is not required unless the flood is so large that even with the control gates completely down, the water level at the Inlet exceeds 778.0 feet (237.13 m). Breaching of the West Dyke must be confined to the western extremity so as to maintain, insofar as possible, the integrity of the flood control system. This would also allow full control of the operation to be regained as the flood recedes.

The following operation will be employed to ensure that the Primary Dyking System, the West Dyke and the Floodway Embankment are not overtopped.

1. For discharges which result in water levels at James Avenue Pumping Station not exceeding 25.5 feet (7.77 m), the water levels at the Inlet will be maintained at levels corresponding to natural conditions. This condition prevails for discharges up to 169,000 cfs (4786 m³/s; 160-year flood (1958)).
2. For discharges which will result in water levels at James Avenue Pumping Station exceeding 25.5 feet (7.77 m) but if

the peak level could be regulated to 25.5 feet (7.77 m) without exceeding elevation 775.8 feet (236.46 m) at the Inlet, then the Inlet Control Structure will be operated to raise water levels at the Inlet above natural levels up to a maximum of 775.8 feet (236.46 m). This condition is expected to prevail for discharges between 169,000 cfs (4786 m³/s) and 189,000 cfs (5352 m³/s; 250-year flood (1958)).

3. If the peak discharge will result in the water level at James Avenue Pumping Station exceeding 25.5 feet (7.77 m) when the Inlet elevation is at 775.8 feet (236.46 m) then those portions of the Primary Dyking System which correspond to elevation 25.5 feet (8.08 m), City Datum, will be raised to 31.5 feet (9.60 m). This condition is expected to prevail when the discharge exceeds 189,000 cfs (5352 m³/s). In the event that construction difficulties delay raising the dykes, the Inlet Control Structure will be operated to maintain an elevation of 25.5 feet (7.77 m) at James Avenue Pumping Station but the Inlet elevation will not be allowed to exceed elevation 778.0 feet (237.13 m). These conditions will apply until the dykes are raised. Once the dykes are raised, the Control Structure will be operated to maintain the stage at James Avenue at 29.5 feet (8.99 m), City Datum, two feet (61 cm) below the emergency dyke level. Water levels at the Inlet will be raised as required, to the maximum elevation of 778.0 feet (237.13 m).

Dyke Closures

1. Floodway Embankments:

- (a) No closures are required for water surface elevation at the Inlet below 770.0 feet (234.70 m).
- (b) The approximate elevations at which the various openings will be affected are shown below. These closures should be implemented 10 days prior to the expected date of occurrence of the peak stage. For locations see File No. 11-5-1066.

Location	Elevation at Opening in Feet (Metres)	Corresponding Water Surface Elevation at Floodway Inlet in Feet (Metres)
St. Mary's Road	771 (235.00)	771 (235.00)
C.P.R. Emerson Sub.	770 (234.70)	772 (235.31)
P.T.H. 59S	770 (234.70)	774 (235.92)
C.N.R. Victoria Beach	758 (231.04)	774 (235.92)
P.T.H. 44	758 (231.04)	774 (235.92)
Seine River	775 (236.22)	778 (237.13)
Outlet Structure	755 (230.12)	77 ² 8 (237.13)

2. West Dyke

The approximate elevations at which the various openings will be affected are shown below. Again, closures should be implemented 10 days in advance in order to protect against wind effects. For locations see File No. 11-5-11146.

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Location	Corresponding Water Surface Elevation at Floodway Inlet in Feet (Metres)
P.T.H. No. 75 and C.N. Railway	764 (232.87)
Sta. 1057+85 (R.L. 69)	765 (233.17)
Sta. 487+50	769 (234.39)
Sta. 244+10 (N. Sec. 20-7-2E.)	769 (234.39)
Sta. 296+00 (N. Sec. 21-7-2E.)	770 (234.70)
Sta. 26+72 (N. Sec. 22-7-1E.)	770 (234.70)
Sta. 124+00 (N. Sec. 24-7-1E.)	774 (235.92)
Sta. 108+50 (N. Sec. 24-7-1E.)	774 (235.92)

PORTAGE DIVERSION OPERATION RULES

The Portage Diversion has a capacity of 25,000 cfs ($708 \text{ m}^3/\text{s}$) at full supply level of 769.0 feet (234.39 m). However, there is a failsafe section which will breach at 15,000 cfs ($425 \text{ m}^3/\text{s}$).

Operation Objectives

The Portage Diversion will be operated to meet these objectives:

1. To provide maximum benefits to the City of Winnipeg and areas along the Assiniboine River downstream of Portage la Prairie.
2. To minimize ice jams forming along the Assiniboine River.
3. Not to increase the water level in Lake Manitoba beyond the maximum regulated level of 812.87 feet (247.76 m), if possible.
4. Prevent overtopping of the failsafe section in the Portage Diversion, if possible.

Emergency Operation

The Assiniboine River dykes between Portage la Prairie and Headingley have a capacity of about 20,000 cfs ($566 \text{ m}^3/\text{s}$). Therefore, an emergency situation exists when the inflow into the reservoir is 45,000 cfs ($1274 \text{ m}^3/\text{s}$). When the inflow exceeds 45,000 cfs ($1274 \text{ m}^3/\text{s}$), it is the policy to maintain 25,000 cfs ($708 \text{ m}^3/\text{s}$) in the Portage Diversion with the remainder allowed into the Assiniboine River downstream. When the Assiniboine River dykes are overtopped, adjustments must be made

~~to the computed natural flow in Winnipeg. This is discussed under the
section Assiniboine River Dykes Overtopped.~~

Operation Rules

1. Except as provided for under Rule 8, the Portage Diversion shall be utilized to its maximum capability to keep water levels in Winnipeg below 17.0 feet (5.2 m), City Datum.
2. The flow in the Diversion shall not be allowed to exceed 25,000 cfs (708 m³/s).
3. If flow forecasts indicate that the peak inflow into the reservoir to