

## WATERMAIN CONNECTION AGREEMENT

BETWEEN:

**THE CORPORATION OF THE CITY OF SARNIA**

("City")

-AND-

**THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR**

("Township")

**WHEREAS** the City owns and operates an existing 250 mm diameter water main at or near the intersection of LaSalle Road and Vidal Street South which is connected as an emergency water feed to a 250 mm diameter water main through a City of Sarnia owned gate valve ("GV1"), servicing as an emergency connection to the Shell plant south of LaSalle Rd.;

**AND WHEREAS** the Shell 250 mm diameter watermain on LaSalle Road has been identified as connected to an existing 300mm diameter water main owned by St. Clair Township controlled by a gate valve ("GV2");

**AND WHEREAS** currently the GV2 connecting the Shell 250 mm diameter main to the St. Clair 300mm water main is closed;

**AND WHEREAS** the City wishes to disconnect the supply of water to Shell through the removal and capping of the redundant connection of the City's 250 mm water main to the 250 mm Shell water main, and then commencing a connection of the City's existing 250 mm water main on Vidal Street South to the 300mm water main owned by St. Clair Township;

**NOW THEREFORE, IN CONSIDERATION** of the terms herein, the parties agree as follows:

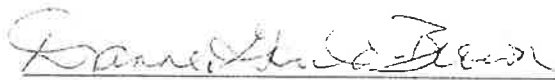
- 1) The City shall connect the City's 250mm water main to the Township's 300m water main, at the City's option and cost. The City shall construct a meter pit chamber and associated works as shown in Appendix "A" (the "Connection") on City's property north of LaSalle Road within the road allowance, to be controlled by a new 250 mm gate valve.
- 2) The Connection shall be owned and maintained by the City.
- 3) During maintenance of the Water Distribution System, the 150mm gate valve south of the chamber may be closed by the City or by the Township, or their designates, upon giving reasonable notice to the other party.
- 4) It is understood that the Lambton Area Water Supply System ("LAWSS") will read the new meter and will bill the City for its water usage and the Township shall be credited for the water supplied to the City through the LAWSS' regular annual billing process.
- 5) The City acknowledges that this connection is to be utilized as a supplement to the existing City's system and not to be used as a primary supply source.
- 6) The City and Township shall perform reasonable means necessary to give effect to their respective duties under this contract, including but not limited to the Township allowing the City access to the Township water main for construction purposes.
- 7) The City indemnifies the Township for losses resultant of the City's negligent or omissive acts. The Township indemnifies the City for losses resultant of the Township's negligent or omissive acts.
- 8) The Township shall inform and obtain the consent of Shell regarding the forgoing disconnection of the water service to the Shell property.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement by their duly authorized representatives as at the 20 day of January 2020.

THE CORPORATION OF THE CITY OF SARNIA

A handwritten signature in black ink, appearing to be 'Mike Bradley', written over a horizontal line.

Mayor - Mike Bradley

A handwritten signature in black ink, appearing to be 'Dianne Gould-Brown', written over a horizontal line.

City Clerk - Dianne Gould-Brown

THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR

A handwritten signature in black ink, appearing to be 'Steve Arnold', written over a horizontal line.

Mayor - Steve Arnold

A handwritten signature in blue ink, appearing to be 'Jeff Baranek', written over a horizontal line.

Clerk/ Deputy CAO - Jeff Baranek

## **APPENDIX "A"**

