

## 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 150 mm diameter watermain at or near the intersection of LaSalle Road and Virgil Ave which is connected to a Sarnia-owned 150mm diameter water main on LaSalle Road, cross-connected to the St. Clair Township 300 mm diameter watermain on St. Clair Parkway through a meter chamber (2012);

**AND WHEREAS** the installation of St. Clair Township 300 mm diameter watermain on LaSalle Road has been completed.

**AND WHEREAS** the City wishes to provide this metered connection to the St. Clair township 300mm water main to assist with the pressure and flow in this area of the City's water distribution system;

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

- 1) A meter pit chamber with associated works as shown in Appendix "A" (the "Connection") shall be installed by the City, on City property within the road allowance north of the 300mm diameter St. Clair Township water main.
- 2) The Connection and 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 the Lambton Area Water Supply System ("LAWSS") upon giving reasonable notice to the other party.
- 4) It is understood that 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) It is understood by the City 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.

*[Signature pages to follow]*

**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

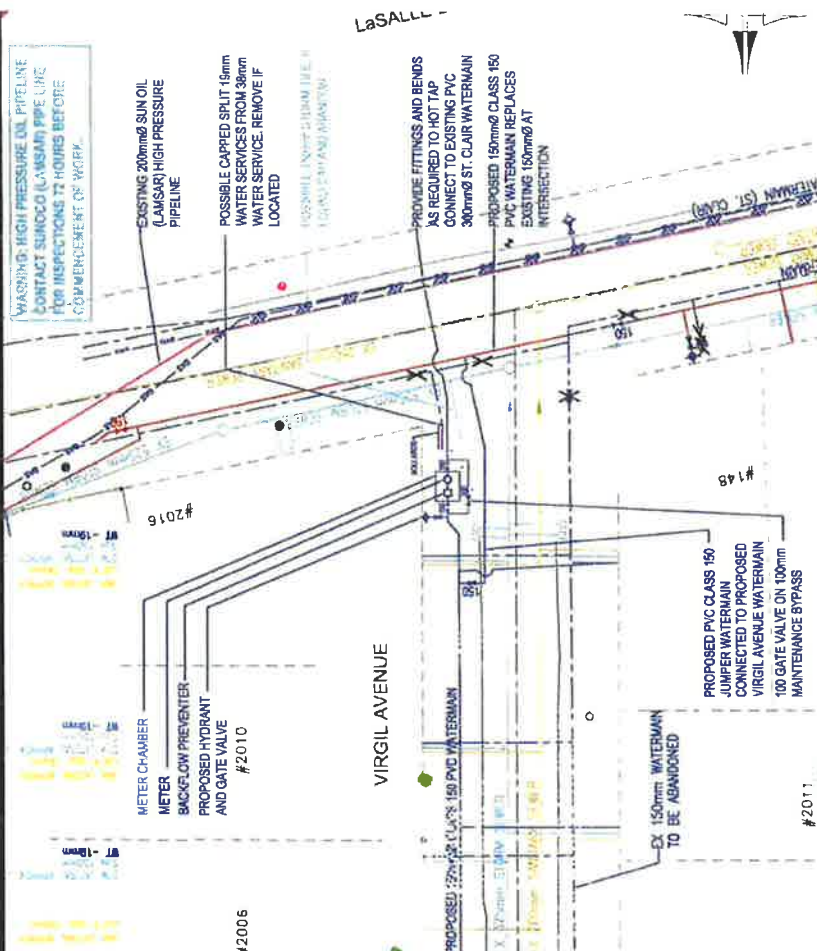
A handwritten signature in black ink, appearing to be 'Steve Arnold', written over a horizontal line.

Mayor – Steve Arnold

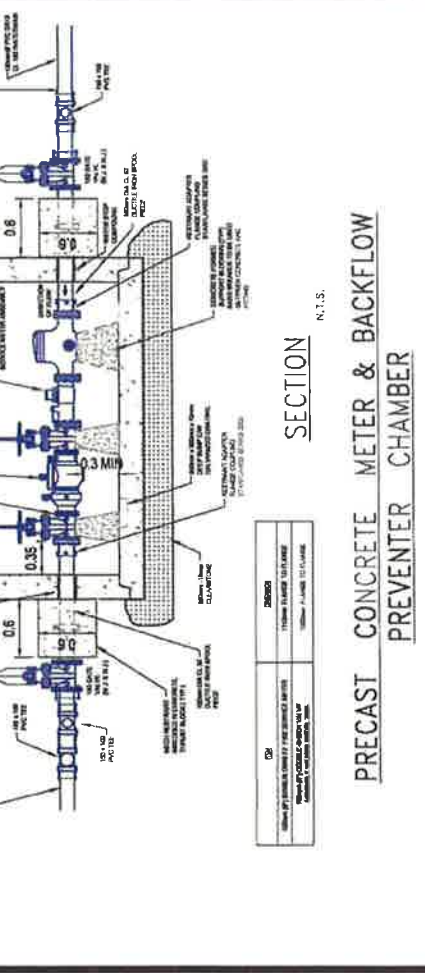
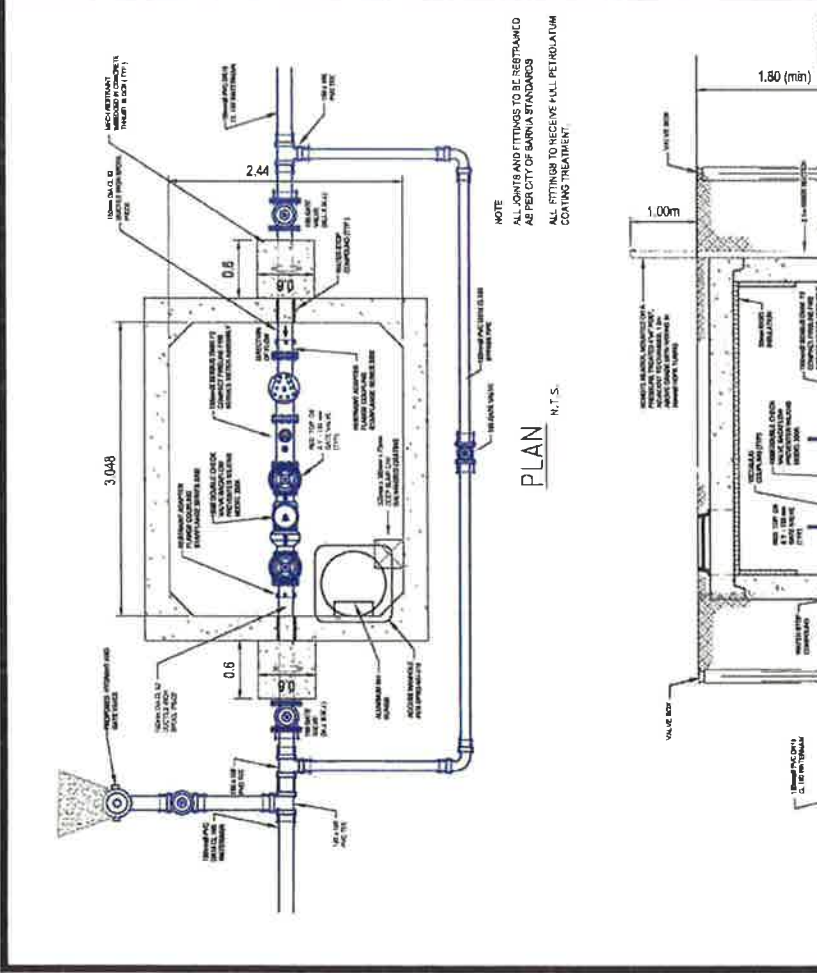
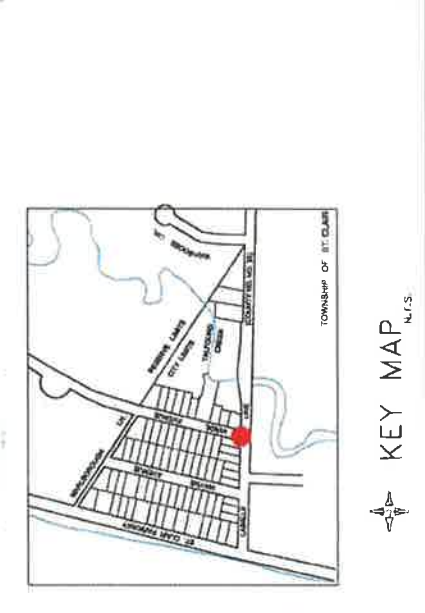
A handwritten signature in blue ink, appearing to be 'Jeff Baranek', written over a horizontal line.

Clerk/ Deputy CAO – Jeff Baranek

## **APPENDIX "A"**



REV.	DESCRIPTION
REV. 3	
REV. 2	
REV. 1	
REV. #	



APPROVED BY: \_\_\_\_\_  
 DRAWN BY: GH  
 DATE: OCT 2016  
 CHK'D BY: \_\_\_\_\_

CITY OF SARINIA  
 PLAN OF PROPOSED  
 WATER METER CHAMBER  
 VIRGIL AVE AT LASALLE RD

KEY MAP  
 N.T.S.

SECTION  
 N.T.S.

PRECAST CONCRETE METER & BACKFLOW  
 PREVENTER CHAMBER