BY-LAW NUMBER 11 OF 2014
OF THE CITY OF SARNIA

"A By-Law to Authorize an Encroachment Agreement with Sun-Canadian Pipe Line Company Limited"

(Re: Vidal Street and Churchill Line)

WHEREAS it is deemed expedient that The Corporation of the City of Sarnia enters into an Agreement with Sun-Canadian Pipe Line Company Limited.

NOW THEREFORE the Municipal Council of The Corporation of the City of Sarnia enacts as follows:

1. The Corporation of the City of Sarnia is authorized to enter into an encroachment agreement with Sun-Canadian Pipe Line Company Limited, in the general form of the Encroachment Agreement; a copy of which is annexed to this By-Law.

2. The Mayor and City Solicitor/Clerk are authorized to execute such Encroachment Agreement and to affix to it the Corporate Seal of the Corporation of the City of Sarnia.

This By-Law comes into force and effect upon the final passing.

FINALLY PASSED this 3rd day of February, 2014.

Mike Kelch ~~Mike Bradley~~
Acting Mayor

Brian W. Knott
City Solicitor/Clerk

Encroachment Agreement

BETWEEN:

Sun-Canadian Pipe Line Company Limited

("Sun-Canadian")

-and-

The Corporation of the City of Sarnia

("City")

WHEREAS Sun-Canadian has requested permission to install and maintain up to 11 monitoring wells on City property around Vidal Street and Churchill Line to the extent indicated in Schedule "A" ("Encroachment");

AND WHEREAS there is a letter report attached as Schedule "B", prepared by Sun-Canadian's contractor Terrapex Environmental Ltd., setting out the scope of work for these monitoring wells that make up part of this Agreement;

NOW THEREFORE the City agrees to allow the Encroachment upon the following terms:

1. That the Encroachment of the 11 monitoring wells upon Vidal Street and Churchill Line may be installed, maintained and used as shown within Schedule "A" and as outlined within Schedule "B".

2. There shall be paid to the City initial fees as outlined in the Fees for Service By-Law for the privilege of encroaching upon City property. An application fee of $240.00 (plus applicable taxes), a one-time encroachment agreement fee of $1,000.00 (plus applicable taxes) and a $2,000.00 retainer per well which will be returned once the wells are decommissioned as per MOE regulations and the satisfaction of the City Engineer.

3. Sun-Canadian hereby indemnifies the City from all claims, demands, losses, costs, charges and expenses which the City may sustain, incur or be liable for in consequence of the authorization given by the City regarding this Encroachment.

4. Sun-Canadian waives any claim against the City for damages to the Encroachment resulting from the City's activities.

5. Sun-Canadian agrees to provide evidence of insurance in a form and amount satisfactory to the City Solicitor acting reasonably, such amount not to be less than $2 million dollars per incident and the City shall be named as an additional insured.

6. Sun-Canadian grants to the City full power and authority to settle any such actions, suits, claims or demands on such terms as the City may deem advisable and Sun-Canadian covenants and agrees with the City to forthwith pay to the City on demand all monies paid by the City in pursuance of any such settlement and such sum as shall represent the reasonable costs of the City or its solicitors in defending or settling any such actions, suits, claims or demands, based on a solicitor and own client basis.

7. If maintenance of City property/services is required, the Encroachment shall be removed temporarily at Sun-Canadian's expense.

8. Permission to maintain the Encroachment shall be terminated upon the City giving sixty (60) days written notice to Sun-Canadian that the lands occupied by the Encroachment are required for municipal purposes. Sun-Canadian shall restore the City property occupied by the Encroachment to a graded and paved street condition for use by the City at Sun-Canadian's expense.

9. The benefits and obligations of this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Sun-Canadian and the City.

IN WITNESS WHEREOF the parties have set their hands and seals as at the 3rd day of February, 2014.

Sun-Canadian Pipe Line Company Limited

_____

Name:
Title:

_____

Name:
Title:

I/We have authority to bind the Corporation.

The Corporation of the City of Sarnia

_____

~~Mike Bradley, Mayor~~
Mike Kelch, Acting Mayor

_____

Brian Knott, City Solicitor/Clerk

TERRAPEX Environmental Ltd.

GENERAL SITE LAYOUT

VIDAL STREET SOUTH AND CHURCHILL ROAD
SARNIA, ONTARIO

Sun-Canadian Pipe Line Company Limited

BY-LAW NUMBER 11 OF 2014 OF THE CITY OF SARNIA

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(Re: Vidal Street and Churchill Line)

READINGS:

FIRST: February 3, 2014

SECOND: February 3, 2014

THIRD: February 3, 2014

THE CORPORATION OF THE CITY OF SARNIA
Engineering Department
City Hall
Sarnia, Ontario N7T 7N2