

BY-LAW 1823

BEING a By-Law of the Municipality of the City of North Bay to provide for the making of Plans and Specifications and other preliminary work under the Ontario Water Resources Commission Act 1957 for a project relating to Sewage Works in the said Municipality of the City of North Bay.

WHEREAS the Municipality of the City of North Bay contemplates an agreement with the Ontario Water Resources Commission and the Corporation of the City of North Bay to provide sewage works facilities for the municipality and its inhabitants.

AND WHEREAS it is necessary in securing the approval of the Ontario Municipal Board to making of the said agreement to provide a certified approval of the project by the Ontario Water Resources Commission pursuant to Sections 30 and/or 31 of the Ontario Water Resources Commission Act 1957.

AND WHEREAS it is necessary in connection therewith to make available a Report containing the detailed description of the proposed work, and accurate estimate of the capital cost including all incidental cost, engineering fees and contingencies, a certificate as to the life time of the work, the length of time required for completion and a statement of the estimated amount of the annual payments required to be paid to the Ontario Water Resources Commission by the Municipality for the specific project.

BE IT THEREFORE enacted by the Council of the Municipality of the City of North Bay as follows:

1. That pursuant to the provisions of Section 388 Sub-section 89A of the Municipal Act as amended, the head of the Municipality and the Clerk are hereby authorized to execute an agreement for preliminary work on a sewage works project as attached hereto providing for the preparation of the necessary Plans and Specifications, the calling for tenders and other preliminary work in order to determine the estimated cost in an accurate manner.
2. Pursuant to Section 31 of the Ontario Water Resources Commission Act, 1957, the Plans and Specifications and Engineering Report on the work to be undertaken together with such other information as is necessary shall be submitted to the Ontario Water Resources Commission and no work shall be undertaken or proceeded with until the proposed works shall have been approved by the Commission.

READ A FIRST TIME ON THE 14th DAY OF MAY, 1957.

READ A SECOND TIME ON THE 14th DAY OF MAY, 1957.

READ A THIRD TIME AND FINALLY PASSED ON THE 14th DAY OF MAY, 1957.

.....  
MAYOR

.....  
CLERK

*Repealed by  
1839*

AGREEMENT FOR PRELIMINARY WORK ON A SEWAGE  
WORKS PROJECT

B E T W E E N :

ONTARIO WATER RESOURCES COMMISSION  
(hereinafter called "the Commission")

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF NORTH BAY  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Ontario Municipal Board has given tentative approval to the Municipality's entering into an agreement with the Commission for the provision of sewage works facilities by the Commission for the Municipality and has authorized the Municipality to expend certain monies in connection with preliminary work thereon;

AND WHEREAS this agreement is to provide for the performing of certain preliminary work and the payment of the cost thereof in the event that the venture should fail by the failure to obtain final approval of the Ontario Municipal Board; and for the execution of an agreement if the said final approval should be obtained;

WITNESSETH:

1. The Commission shall provide a Preliminary Report on and apportionment of cost of providing sewage works facilities for the consideration of the Municipality at an estimated cost of (\$2,500.00) Two Thousand Five Hundred Dollars.
2. Following instructions by letter from the Municipality the Commission shall provide plans and specifications for approval under Sections 30 and 31 of the Ontario Water Resources Commission Act, 1957 as the case may be, and shall call for tenders at a further estimated cost of 2 per cent of the total estimated tender and shall thereupon request the final approval of the Ontario Municipal Board after having received written instructions from the Municipality to do so.
3. In the event the venture should fail as aforesaid the Municipality shall pay or re-imburse the Commission all such engineering, legal or other fees, expenditures, and cost necessarily or advisedly incurred by the Commission in and up to the time of final receiving of tenders in connection with the project set forth in paragraphs 1 and 2 hereof and Schedule "A" attached hereto.
4. In the event the venture should succeed as aforesaid by obtaining of the final approval of the Ontario Municipal Board the Municipality shall execute an agreement with the Commission according to the form attached hereto as Schedule "A" and identified by the signature of the parties hereto.

DATED THIS 14th day of MAY, 1957 .

S E A L

) THE CORPORATION OF THE CITY OF NORTH BAY  
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 \_\_\_\_\_  
 ) (Mayor)

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 \_\_\_\_\_  
 ) (Clerk)

S E A L

) THE ONTARIO WATER RESOURCES COMMISSION  
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 \_\_\_\_\_  
 ) (Chairman)  
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 \_\_\_\_\_  
 ) (General Manager)

SCHEDULE "A"

SEWAGE WORKS PROJECT

THIS INDENTURE made in duplicate this 14th day of May, One Thousand Nine Hundred and Fifty-seven

B E T W E E N

ONTARIO WATER RESOURCES COMMISSION,  
(hereinafter called "the Commission")

OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF NORTH BAY  
(hereinafter called "the Municipality")

OF THE SECOND PART

WHEREAS the Municipality has requested the Commission to provide sewage disposal facilities for the Municipality and its inhabitants;

AND WHEREAS the Commission has agreed so to do.

AND WHEREAS the Council of the Municipality has on the 14th day of May, 1957 passed bylaw No. 1823 authorizing the entering into this Agreement and the execution of this Agreement by the Municipality.

THIS INDENTURE WITNESSETH that in consideration of the premises and the covenants, conditions and payments hereinafter set forth, the parties hereto have agreed under Section 39 of The Ontario Water Resources Commission Act, 1957 as follows:

Section A - Construction (Structures and Assets)

1. (a) The Commission shall construct, acquire or provide at its own expense, a sewage works project in accordance with the Schedule attached hereto which sewage works project will be identified as Project No.
- (b) The Commission shall connect said sewage works project to the sewer system of the Municipality at such point or points as may be designated by the Commission.
2. All property acquired or provided by the Commission for the purposes of this Agreement shall be and remain the property of the Commission until ownership thereof is transferred by the Commission as hereinafter provided.

Section B - Maintenance and Operation

3. The Commission shall provide for the management, operation and control of the said sewage works project.
4. The Commission shall provide for the maintenance and repair of the said sewage works project.
5. The Municipality shall, if and as required by the Commission pass bylaws for the regulation and control of all sewage emitted within the Municipality and passing into the said sewage works project, and the Municipality and the Commission shall also be bound by the terms of such bylaws.

Section C - Disposal of Sewage

6. (a) The Commission will receive, treat and dispose of the sanitary sewage of the Municipality up to a maximum of gallons per day but the Commission shall have the right to shut off or reduce the amount of sewage received or accepted from the Municipality in cases of emergency or breakdown or when it may be necessary in maintaining or extending the system, but the Commission shall endeavour wherever possible to give to the Municipality reasonable notice of intention to shut off or reduce acceptance of sewage.

SCHEDULE "A" (Cont'd)

6. (b) Unless otherwise so provided in this Agreement the Commission expressly restricts its responsibility to sanitary sewage and reserves to itself the right to refuse to accept anything else. The Commission may, however, consent in writing to accept land drainage and/or industrial wastes.
- (c) The Municipality shall not permit any party not located within the limits of the Municipality to connect to or dispose of sewage through the said sewage works project except with the approval of and in accordance with terms and conditions prescribed by the Commission.
7. No waste contaminated by any chemicals or substances which in the opinion of the Commission may constitute a damage or hindrance to the processes, plant or equipment of the sewage works project shall be emitted or deposited into any sewer connected directly or indirectly to the Commission's said sewage works project.

Section D - Charges for Disposal

8. The Municipality agrees in accordance with Section 40 of The Ontario Water Resources Commission Act, 1957 to pay to the Commission the following sums:
- (a) In each calendar year during the currency of this Agreement, commencing with the calendar year in which occurs the date of completion of the said sewage works project,
- (i) The proportion payable by the Municipality, as adjusted by the Commission of the total amount of interest and expenses of debt service payable by the Commission in each such year in respect of all borrowings of the Commission from time to time outstanding and heretofore or hereafter made by the Commission for the purpose of meeting the cost or estimated cost of all water works projects and sewage works projects at any time heretofore or hereafter acquired, provided or constructed or in course of acquisition, provision or construction by the Commission pursuant to any agreement or agreements, or for any other purpose of the Commission respecting such projects including the refunding or repayment in whole or in part of any such borrowings:
- (ii) the total cost to the Commission in each such year of the operation, supervision, maintenance, repair, administration and insurance of the said sewage works project; and
- (iii) the total amount in each such year placed by the Commission to the credit of a reserve account for renewals, replacements and contingencies in respect of the said sewage works project; but not exceeding  $1\frac{1}{2}\%$  in any one year of the cost of the said sewage works project.
- (b) In each calendar year for thirty years commencing with the calendar year next following the date of completion of said sewage works project, 2% or such other percentage as the Commission deems necessary of the total cost of the said sewage works project to form in thirty years with accumulated interest a sufficient sinking fund to cover the cost of the said sewage works project.
- (c) The Commission shall not call on the Municipality to pay any share of the debt due the Commission by any other municipality which has already been apportioned and allocated to such other municipality and the payment of which is in arrear.

SCHEDULE "A" (Cont'd)

9. (a) The Municipality shall pay the Commission quarterly and not later than the 15th days of March, June, September and December in each year the sums due by the Municipality, in accordance with Section 42 of The Ontario Water Resources Commission Act, 1957.
- (b) In each calendar year, the Commission shall deliver to the Municipality a statement showing how the charges, adjustments and allocations are made up.

Section E - General

10. (a) This agreement shall remain in force for thirty Calendar years following the date of completion of the said sewage works project and shall continue in force thereafter until all obligations of the Municipality to the Commission have been discharged to the satisfaction of the Commission, as evidenced by a certificate under the seal of the Commission. Thereafter, the assets of the Commission acquired or provided solely for the said sewage works project shall, at the option of either party to this agreement be transferred to the Municipality.
- (b) Where, however, the project serves Municipalities or persons other than the Municipality party to this Agreement, neither shall this agreement terminate nor shall the ownership of the said assets be transferred unless and until it is shown to the satisfaction of the Commission that, in addition,
- (i) All the obligations to the Commission of such other participants have been discharged,
- (ii) The Municipality party to this Agreement has relieved and will indemnify the Commission from any obligations which the Commission may have arising in any way out of the participation in the project by such other participants; and
- (iii) The Municipality party to this Agreement has agreed with each of such other participants as to the terms and conditions under which the Municipality party to this agreement will take over the assets as aforesaid.
11. (a) The Commission may, but only after prior consultation with the Municipality party to this Agreement, permit any other Municipality, person or persons to connect directly or indirectly to its sewage works project on such equitable terms and conditions as the Commission may think fit and it shall not be held that the sewage works project contemplated under this Agreement is exclusively for the purposes of the Municipality. And for such purpose the Commission shall have power to extend, alter or enlarge the sewage works project as it deems necessary provided that no additional capital costs therefore shall be charged to the Municipality party to this Agreement.
- (b) In the event that the Commission shall permit any other Municipality, person or persons to connect as aforesaid, The Commission in re-adjusting the proportion payable by the Municipality party to this Agreement shall have regard, inter alia, to the amount of capital costs of the sewage works project already paid off, to the age of the project and to the needs of the party or parties so permitted to connect, subject to the right of the Municipality to arbitrate the same under Section 40(3) of The Ontario Water Resources Commission Act, 1957.

SCHEDULE "A" (Cont'd)

- 12. The total amount of interest earned in each year on the balance remaining from time to time at the credit of the Reserve Account referred to in Paragraph 8 shall be placed to the credit of such Reserve Account.
- 13. Anything herein contained to the contrary notwithstanding, each and every of the provisions of the Ontario Water Resources Commission Act, 1957, any substitutions therefore or amendments thereto, and regulations thereunder shall be terms of the within agreement, and this agreement shall be read and construed as if such provisions had been written herein.

Section F - Special Clauses

- 14. Notwithstanding anything hereinbefore contained the following special clauses shall be read with the clauses hereinbefore set out and where there is any ambiguity or inconsistency, the Clauses hereinafter set out shall supersede the Clauses hereinbefore set out save and except Clause 13.

In Witness Whereof the Commission and the Municipality have caused this Agreement to be executed by the affixing of their corporate seals attested by the signatures of their proper officers duly authorized in that behalf.

ONTARIO WATER RESOURCES COMMISSION

.....  
Chairman

.....  
General Manager

THE CORPORATION OF THE CITY OF NORTH BAY

.....  
Mayor

.....  
Clerk