

BY-LAW NO. 1839....

A BY-LAW to authorize entering into an Agreement with Ontario Water Resources Commission for the Preliminary Work on a Sewage Works Project.

WHEREAS the Ontario Water Resources Commission has submitted to The Corporation of the City of North Bay, an agreement for the Preliminary Work on a Sewage Works Project and has requested the said Corporation to enter into said agreement.

AND WHEREAS it is deemed expedient for the Corporation of the City of North Bay to enter into the said agreement with the said Ontario Water Resources Commission for the Preliminary Work on the said Sewage Works Project.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY ENACTS AS FOLLOWS:

1. That the Corporation of the City of North Bay enter into the agreement with the Ontario Water Resources Commission for the Preliminary Work on a Sewage Works Project, a copy of which said agreement is hereto annexed and marked Exhibit "A".
2. That the Mayor and Clerk of the Corporation of the City of North Bay execute the said agreement Exhibit "A" on behalf of the Corporation of the City of North Bay and that the Clerk attach the Corporate seal of the Corporation to the said agreement.
3. That the Mayor and Clerk of the Corporation of the City of North Bay be and they are hereby authorized to execute on behalf of the Corporation of the City of North Bay all further and other agreements and documents necessary to carry out the terms and conditions of the said agreement Exhibit "A" and that the Clerk attach the seal of the Corporation to all such further agreements and other documents.
4. That By-laws No. 1813 and 1823 and any other By-laws inconsistent hereto be hereby repealed.

READ A FIRST AND SECOND TIME THIS 28TH DAY OF JANUARY 1958.

.....
 MAYOR CLERK

APPROVAL OF THE ONTARIO MUNICIPAL BOARD HAVING BEEN RECEIVED BY THE ONTARIO WATER RESOURCES COMMISSION AS OUTLINED IN THEIR LETTER DATED FEBRUARY 12TH 1958, BY-LAW WAS READ A THIRD TIME AND PASSED THIS 17TH DAY OF FEBRUARY 1958.

.....
 MAYOR CLERK

"SCHEDULE A"
to
Agreement for the Preliminary Work
on a
Sewage Works Project

THIS INDENTURE made in **triplicate** this **22nd** day of **August**
One thousand nine hundred and fifty-eight.

B E T W E E N : ONTARIO WATER RESOURCES COMMISSION
(hereinafter called "the Commission")

OF THE FIRST PART

A N D : 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 **Seventeenth** day of **February** 19 **58** passed By-law No. **1839** authorizing the entering into this contract and the execution of the contract 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 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 "Schedule A" attached hereto which sewage works project will be identified as Project No. **58-8-10-Parts B and C**
- (b) The Commission shall after consultation with the Municipality 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 purpose 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 by-laws for the regulation and control of all sewage emitted within the Municipality, and the Municipality and the Commission shall also be bound by such by-laws.

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.

- (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 the 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

8. The Municipality agrees in accordance with Section 40 of The Ontario Water Resources Commission Act, 1957 to pay to the Commission its share as adjusted by the Commission of 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 attributable to this whole project 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 sewage works projects and water 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 1½% in any one year

of the cost of the said sewage works project; provided that no appropriation therefor shall be levied. if and as long as the reserve account in respect of this sewage works project shall be or exceed 25% of the cost of the 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, such sum as would be necessary with interest compounded annually thereon at the annual rate specified in paragraph 2 of Subsection 1 of Section 40 of The Ontario Water Resources Commission Act, 1957 to form at the expiry of thirty years a fund equal to the cost of said sewage works project.
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 for the whole project and for each participant.

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 it may have arising in any way out of the participation in the project by such other participants.
- (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

or other original participants. 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 therefor shall be charged under this Agreement 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 readjusting 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 Act, 1957.

12. The appropriate share of earnings on the Ontario Water Resources Commission Reserve Account and on the Investment thereof shall be allocated and credited to the reserve account referred to in Clause 8, in accordance with Section 40(3) of The Ontario Water Resources Commission Act, 1957.

13. Anything herein contained to the contrary notwithstanding, each and every of the provision of The Ontario Water Resources Commission Act, 1957 any substitutions therefor 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, and in the event of any conflict, ambiguity or inconsistency between any provision of this Agreement and any provision of the said Act or regulations, the Act or regulations shall prevail.

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

(Sgd.) **A. M. Snider**
CHAIRMAN

(Sgd.) **A. E. Berry**
GENERAL MANAGER

THE CORPORATION OF THE CITY OF NORTH BAY

(Sgd.) **M. E. Dickerson**
MAYOR

(Sgd.) **T. A. Frair**
CLERK



THE ONTARIO MUNICIPAL BOARD

IN THE MATTER OF:

Section 67 of The Ontario Municipal Board Act (R.S.O. 1950, c. 262),

Section 39 of The Ontario Water Resources Commission Act, 1957

-and-

IN THE MATTER OF an application of the Ontario Water Resources Commission on behalf of the corporations of the City of North Bay, the Township of West Ferris and the Township of Widdifield for authority to enter into agreements with the said commission for construction of sewage works as described in certificate 59-A-214 issued by the said commission and dated the 20th day of March 1959 to serve the said municipalities at an estimated capital cost not exceeding \$2,416,931

B E F O R E:

R.C. ROWLAND,
Vice-Chairman
-and-
C.F. HUNN,
Member

Tuesday the 24th
day of March, 1959

UPON THE APPLICATION of the Ontario Water Resources Commission on behalf of the corporations of the City of North Bay, the Township of West Ferris and the Township of Widdifield and upon reading the material filed,

THE BOARD ORDERS, under and in pursuance of the legislation hereinbefore referred to and of any and all other powers vested in the board, that the said undertaking be approved and that the corporations of the City of North Bay, the Township of West Ferris and the Township of Widdifield be authorized to enter into proposed agreements in the form filed



ONTARIO

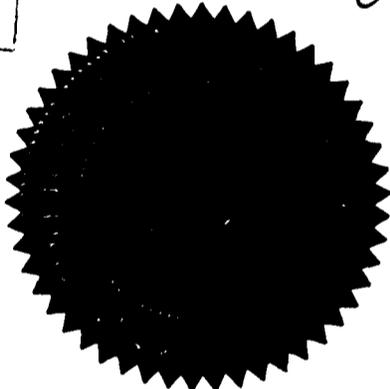
THE ONTARIO MUNICIPAL BOARD

P.F.D. 9217-58

with the board and that for such purpose the said corporations may exercise all their powers and pass all requisite by-laws, in respect to their respective shares of the cost of the said project to become payable from time to time under the provisions of the said agreements.

ENTERED	
O. B. No.	<i>148</i>
Folio No.	485
MAR 31 1959	
<i>A. R. Chapman</i>	
Secretary, Ontario Municipal Board	

A. R. Chapman



SECRETARY



ONTARIO WATER RESOURCES COMMISSION

SEWAGE WORKS APPROVAL

Whereas.....THE MUNICIPAL CORPORATION.....
CITY OF NORTH BAY
ofTOWNSHIP OF WEST FERRIS.....
TOWNSHIP OF WIDDIFIELD.

has submitted to the Ontario Water Resources Commission plans, specifications and an engineer's report of the proposed works hereinafter referred to, together with such information as the Commission has required and has applied for approval of:-

the following proposed sewage works all in accordance with plans and specifications prepared by Graham Reid & Associates, Consulting Engineers:

1. Interceptor sewer on Regina Street from C.P.R. to treatment plant and from existing manhole on Oak Street from Wyld Street to Timmins and Main Street,
at an estimated cost of.....\$150,000.00

2. Trunk sewer in the City of North Bay on Queen Street, from sewage treatment plant to southerly City Limit providing outlet for the Township of West Ferris,
at an estimated cost of.....\$ 95,987.00
Wallace Avenue,

3. Trunk sewers on Judge Avenue, Fodor Street, Whitney Avenue, Gertrude Street, Lakeshore Road, Premier Road from Leask Avenue to Champlain Park and on Highway No. 11 from Premier Road to 2,840' easterly,

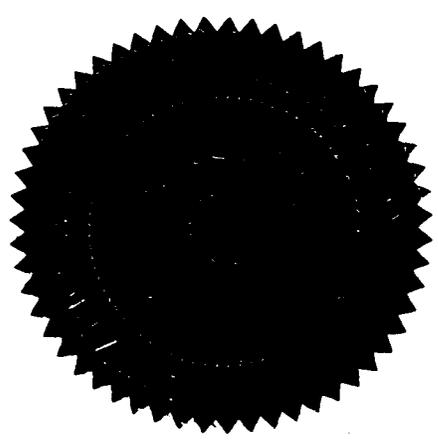
together with the following sewage pumping stations:

- (i) at Premier Road and Hollywood Street, and including approximately 230' of 6" diameter force main
- (ii) at Lakeshore Road and Morgan Avenue and including approximately 70' of 8" diameter force main
- (iii) at Lakeshore Road 150' south of Marshall Avenue and including approximately 280' of 8" diameter force main
- (iv) at Whitney Avenue between Shannon Street and Passmore Street and including approximately 90' of 10" diameter force main

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Now Therefore this is to certify that the Commission after due enquiry has approved the said proposed works under Section 31 of The Ontario Water Resources Commission Act, 1957.

DATED AT TORONTO this20th.....day ofMarch..... 1959 .



Ambrose
.....
Chairman

A.E. Berry
.....
General Manager



ONTARIO WATER RESOURCES COMMISSION

SEWAGE WORKS APPROVAL

Whereas THE MUNICIPAL CORPORATION CITY OF NORTH BAY of TOWNSHIP OF WEST FERRIS TOWNSHIP OF WIDDIFIELD has submitted to the Ontario Water Resources Commission plans, specifications and an engineer's report of the proposed works hereinafter referred to, together with such information as the Commission has required and has applied for approval of:-

page 2.

and a 9" Parshall flume located on Judge Avenue between Wallace Avenue and Leask Avenue, including all pumps and appurtenances

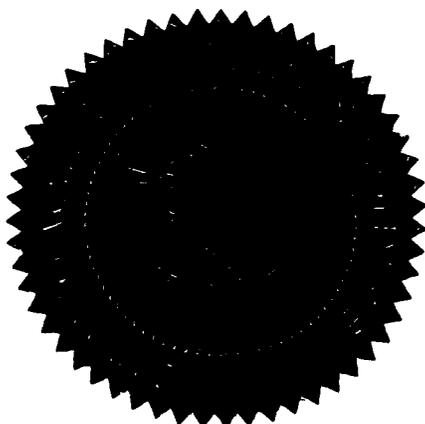
at an estimated cost of \$650,944.00

4. The construction of an activated sludge type, sewage treatment plant having a design capacity of 4.0 M.G.D. to be located at Lake Nipissing on Regina Street

at an estimated cost of \$1,520,000.00

Total estimated cost of proposed works - joint scheme - including engineering and contingencies \$2,416,931.00

Now Therefore this is to certify that the Commission after due enquiry has approved the said proposed works under Section 31 of The Ontario Water Resources Commission Act, 1957. This refers to preliminary certificate #57-A-682 dated November 25, 1957. DATED AT TORONTO this 20th day of March 19 59 .



Handwritten signatures of Chairman and General Manager