

2027

SCHEDULE "A" TO BY-LAW NO. 2027

THIS AGREEMENT MADE THIS 26TH DAY OF MARCH 1962.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

Hereinafter referred to as "THE TOWNSHIP"

AND:

THE CORPORATION OF THE CITY OF NORTH BAY

Hereinafter referred to as "THE CITY"

WHEREAS the Township is proposing to construct, install and operate sewage disposal facilities in the Township and in the City, from the City Limits at Water Street to the Northgate Shopping Centre, thence via Fisher Street and Regina Street to the Sewage Treatment Plant in the City.

AND WHEREAS that portion of the said facilities to be constructed and installed in the City is described in Schedule "A" hereto annexed and hereinafter referred to As Scheme 1A.

THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree each with the other as follows:-

1. The Township or its agent may temporarily connect the said facilities constructed in the Township to the sanitary sewer on Fisher Street in the City as referred to in Scheme 1A hereto annexed and which Scheme 1A shall form an essential part of this agreement.
2. That the said Scheme 1A as to design and construction is to be subject to the approval of the City Engineer and to be completed at no cost to the City not later than December 31st, 1962.
- 2A. That no conditions herein contained shall limit the use of such trunk sewer to be constructed by the Township within the limits of the City of North Bay by the City in any way whatsoever.
- 2B. That all work being performed within the limits of the City of North Bay shall be to the complete satisfaction of the City Engineer of North Bay.

3. During the period of the temporary connection:-
 - (a) There shall be no interference with the flow of sewage in the City's sewers without the permission of the City Engineer;
 - (b) The sewage flow from the facilities in the Township shall not exceed 12,500 gallons per day; and
 - (c) Only sanitary sewage, from the Department of National Defence SAGE installation in the Township shall be discharged into the City sewers.
4. The plans and specifications for the construction of Scheme 1A shall be subject to the approval of the City Engineer and all arrangements for pedestrian safety and traffic control during construction shall be under the Jurisdiction of the City Engineer.
5. The Township shall construct and install Scheme 1A at no cost to the City.
6. When Scheme 1A is constructed, installed and in operation:-
 - (a) Only sewage which is usually discharged into a sanitary sewer system including sewage from the Department of National Defence SAGE installation in the Township, shall be discharged into Scheme 1A from the facilities in the Township.
 - (b) The City will accept a flow from the facilities in the Township up to, but not exceeding 2,000 Imperial gallons per minute.
7. The Township shall make major increases to City's existing pumping stations upon approval of the Council of the City of North Bay upon the advice of the City Engineer of North Bay when such increase is warranted, and in any event, the cost of such major increases shall be borne by the Township.
8. The ownership of Scheme 1A, including the equipment installed in the City's pumping stations referred to in paragraph 7, shall be vested in the City.

- 9. (a) The cost of operation and maintenance of Scheme 1A within the limits of the City of North Bay shall be borne by the City.
- (b) The cost of repairs due to negligent acts or omissions by the Township shall be paid by the Township and the cost of repairs which are due to negligent acts or omissions of the City shall be paid by the City.
- 10. In the event of a dispute between the Township and the City as to the quantity or the type of sewage which is being or is proposed to be discharged into Scheme 1A or into the City sewers, or as to the payment of repairs of Scheme 1A or any part thereof, the Ontario Water Resources Commission shall determine whether the type or quantity of such discharge is in accordance with this Agreement, or the portion of the cost of repair which is to be paid by the Township or by the City, and its decision shall be final and binding on the parties hereto and from it there shall be no appeal.

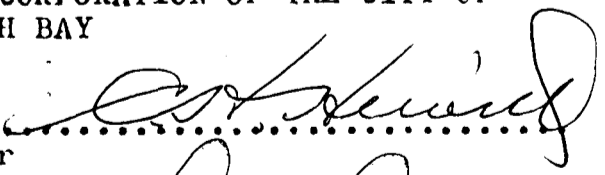
IN WITNESS WHEREOF the City and the Township have caused this Agreement to be executed by the affixing of their corporate seals attested by the signatures of their proper officers duly authorized in that behalf.

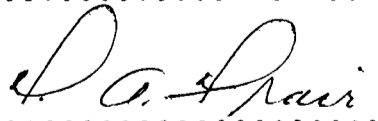
THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

.....
Reeve

.....
Clerk

THE CORPORATION OF THE CITY OF NORTH BAY

.....

 Mayor

.....

 Clerk

SCHEDULE "A" TO AGREEMENT

TOWNSHIP OF WIDDIFIELD
TROUT LAKE AREA SEWERAGE
SCHEME 1A

This project is for the construction of a trunk sanitary sewer system to serve an area of 924 acres as shown outlined in Green on Northland Engineering drawing No. 163-1 dated March, 1960. (Copy of which is appended hereto). Because the Sewage Treatment Plant is within the City of North Bay, part of the trunk sewer will be built within the City. The project is divided into two parts which will be known as Phase I, Sewers within Township, and Phase II, Sewers within City of North Bay.

PHASE I - Sewers within Township

Included in this work is the construction of -

- (1) 307 lin. ft. of 14" dia. sewer on an easement south from Johnston Road the O.N.R. Right of Way.
- (2) 1596 lin. ft. of 16" dia. sewer south along Wallace Road from the O.N.R. Right of Way.
- (3) 1778 lin. ft. 18" dia. sewer on easement west from Wallace Road.
- (4) 1242 lin. ft. 10" force sewer main to City Limits at Water Street and Queensway Avenue.
- (5) Pumping Station - Ultimate capacity 2000 gpm.

PHASE II - Within City of North Bay

This part of the trunk sewer system will be a jointly used sewer with the City of North Bay. There is an existing trunk sewer system with two pumping stations and it is proposed to increase the capacity of this system as required to sewer the Township Area and to continue to sewer the existing City Area. This requirement will be met by removing existing small and defective lines and replacing them with larger pipes. Pumping Stations will also be increased in capacity by addition of pumps and new force mains.

Specifically the proposed work for this Phase of the project include the following:-

- (1) 750 lin. ft. new 18" sewer Queensway Avenue
- (2) 330 lin. ft. new 18" sewer McKay Avenue
- (3) 580 lin. ft. new 18" sewer Easement
- (4) Remove 10" and 12" sewers in Shopping Centre and replace with 1950 lin. ft. of 20" sewer.
- (5) 1800 lin. ft. new 10" F.S.M. - Fisher Street.
- (6) Alterations and additions to existing Pumping Station at Fisher Street and the By-pass.
- (7) Remove 15" and 16" sewers on Fisher Street between York Street and 2nd Avenue and replace with 1841 lin. ft. of 20" dia. sewer.
- (8) Alterations and additions to existing Pumping Station on 2nd Avenue at Regina Street.
- (9) 640 L.F. or 10" dia. force sewer main on Regina Street.
- (10) Remove existing sewers on Regina Street between Worthington Street and Oak Street and replace with -
 - 320 lin. ft. 18" dia. sewers
 - 341 lin. ft. 18" dia. sewers
 - 192 lin. ft. 20" dia. sewers
- (11) Portion of cost of replacement of existing 24" main trunk sewer from Oak Street to Stanley Street near sewage Treatment Plant which is the terminal point of the project.

Signed
NORTHLAND ENGINEERING

October 17th, 1961

CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

DISTRICT OF NIPISSING

BY-LAW NUMBER 1009

A BY-LAW TO AUTHORIZE THE ENTERING INTO AN AGREEMENT WITH THE CITY OF NORTH BAY IN RESPECT TO SEWAGE DISPOSAL FACILITIES IN THE TOWNSHIP OF WIDDIFIELD AND THE CITY OF NORTH BAY.

WHEREAS the Corporation of the Township of Widdifield is proposing to construct, install and operate sewage disposal facilities in the Township and the City of North Bay from the City Limits at Water Street to the Northgate Shopping Centre, thence via Fisher Street and Regina Street to the Sewage Disposal Plant.

AND WHEREAS that portion of the said facilities to be constructed and installed in the City of North Bay is described in Schedule "A".

AND WHEREAS the terms of the proposed agreement have been settled and are contained in the Draft memorandum of the agreement as amended attached hereto.

NOW THEREFORE the Council of the Corporation of the Township of Widdifield enacts as follows:

(1) That the entering into of the proposed agreement in the terms of the Draft Memorandum of agreement as amended is hereby approved and authorized.

(2) That the Reeve and Clerk be and they are hereby authorized and directed to sign a memorandum of agreement in the terms of the Draft Memorandum as amended and affix thereto the seal of the Corporation.

READ the first time in open Council this 26th day of March, 1962.

READ the second time in open Council this 26th day of March, 1962.

RULES OF ORDER be suspended and By-Law read the third time short and passed this 26th day of March, 1962.

.....
John Ballen
.....
REEVE

.....
Arthur Campbell
.....
CLERK