

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 147-70

WHEREAS the Corporation of the City of North Bay desires to execute agreements with the Ontario Water Resources Commission for the provision of Sewage Service in accordance with the Schedule attached to this By-law;

AND WHEREAS such agreements will not be executed until the necessary approvals of the Ontario Municipal Board have been obtained.

BE IT THEREFORE ENACTED by the Council of the Corporation of the City of North Bay as follows:

- 1. That the Corporation enter into and execute agreements with the Ontario Water Resources Commission for the provision of Sewage Service in accordance with the Schedule attached to this By-law.
- 2. The Mayor and Clerk are hereby authorized and directed to execute, subject only to the approval of the Ontario Municipal Board, an agreement substantially the same as attached hereto as a Schedule "A".
- 3. This By-law is subject to the approval of the Ontario Municipal Board.

READ A FIRST TIME IN OPEN COUNCIL THIS 14TH DAY OF DECEMBER, 1970.
READ A SECOND TIME IN OPEN COUNCIL THIS 14TH DAY OF DECEMBER, 1970.
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 14TH DAY OF DECEMBER, 1970.

.....
MAYOR

..... *E. A. Armstrong*
CITY CLERK

- (b) "commencement date" means the date on which the Commission is able to supply sewage service hereunder, as determined by the Commission;
- (c) "Commission" means the Commission or any of its employees, agents, servants or officers authorized to act on its behalf under this agreement;
- (d) "initial period" means the period commencing on the commencement date and ending December 31st of the second year next following;
- (e) "initial rate period" means the period immediately subsequent to the initial period consisting of three consecutive calendar years;
- (f) "rate" means the rate, as determined by the Commission hereunder, expressed in cents per one thousand Imperial gallons of sewage transmitted to the point or points of recording;
- (g) "rate period" means any period subsequent to the initial rate period consisting of five consecutive calendar years;
- (h) "Sewage Works" means the Ontario Water Resources Commission North Bay Pollution Control Centre;
- (i) "sewage service" means the collection, acceptance, transmission, treatment and disposal of sewage or any one or more of them:

2. The Commission agrees:

- (a) to supply sewage service to the Municipality, without undue delay, on the terms and conditions hereinafter set forth, and to such other municipalities and persons and on such terms and conditions as the Commission may determine from time to time;

- (b) to accept sewage from the Municipality at such point or points of acceptance in the Sewage Works as shall be designated from time to time by the Commission after consultation with the Municipality;
 - (c) to the objective of the commencement date of the 1st day of August, A.D. 1972;
 - (d) to notify the Municipality in writing of the commencement date at least twenty (20) days prior thereto;
 - (e) to exercise reasonable care in carrying out all the terms of this agreement, it being understood and agreed nevertheless between the parties hereto that subject always to the obligations to exercise such reasonable care, no warranty or liability on the part of the Commission is intended nor shall any warranty or liability be implied or imposed in respect of the performance of this agreement by the Commission.
3. (a) The Municipality shall, as soon as possible after the execution of this agreement and at least ninety days prior to the commencement date, pass a by-law in a form approved by the Commission and in accordance with the law, to control the discharge of sewage as defined in The Ontario Water Resources Commission Act into any sewer, sewer system or sewage works of the Municipality, shall deliver a certified copy thereof to the Commission prior to the commencement date, shall not amend or rescind such by-law without the prior written approval of the Commission and shall enforce such by-law with due diligence.

- (b) There shall be provided and maintained, either by the Commission or by the Municipality at the discretion of the Commission, at such point as the Commission shall determine, hereinafter referred to as the "point of recording", such equipment as may be necessary to determine the volume of sewage transmitted to the point of recording, and the Municipality may from time to time inspect such equipment at its expense.
- (c) The connection of sewage works that belong to or are under the control of the Municipality to the Sewage Works and the installation of any equipment in such sewage works for the purpose of determining the volume of sewage transmitted to the point of recording and any repairs to or alterations of such connection and equipment shall be to the satisfaction of the Commission and at the expense of the Municipality and, in the event that such equipment is installed in sewage works belonging to or under the control of the Municipality, the Municipality shall permit the Commission access to such equipment at any time or times for the purpose of reading or testing such equipment.
- (d) In the event that the Commission determines that the volume of sewage transmitted to the point of recording has not been recorded or has not been recorded accurately for any period of time, the Commission shall estimate the volume of sewage transmitted to the point of recording during such period of time, and such determination and estimation shall be final and binding on the parties hereto for all purposes of this agreement.

4. (a) Except as otherwise provided by the Commission under paragraph 8 hereof, the Municipality may transmit to the point of recording a volume of sewage up to a maximum of 6.3 million Imperial gallons per day under dry weather flow conditions and a rate of flow of sewage up to a maximum of 18.9 million Imperial gallons per day during any consecutive period of 15 minutes.
- (b) Except in an emergency or except with the prior approval of the Commission in writing, the Municipality shall transmit to the point of recording only sewage which does not contravene any of the terms and conditions set out in the schedule hereto.
- (c) The Municipality may transmit to the point or points of acceptance a volume of sewage up to a maximum of 18.9 million Imperial gallons per day under conditions of other than dry weather flow.
- (d) The Municipality shall not transmit to the point or points of acceptance
- (i) a volume of sewage that, when transmitted to the point of recording, exceeds 6.3 million Imperial gallons per day under dry weather flow conditions; or
 - (ii) sewage such that the rate of flow of sewage at the point of recording exceeds 18.9 million Imperial gallons per day during any consecutive period of 15 minutes.
- (e) The Municipality shall transmit to the point or points of acceptance for sewage service hereunder all sewage in the sewage works of the Municipality as they may exist from time to time that, in the opinion of the Commission, have been designated to receive and transmit sanitary sewage and commercial

and industrial wastes.

5. In the event that the Commission enters into an agreement to provide sewage service from the Sewage Works to municipalities or persons other than to the Municipality, the Municipality shall pay to the Commission the sum of \$100.00 as liquidated damages and not as a penalty for each day during which the Municipality transmits sewage to the point or points of acceptance that contravenes any of the terms and conditions set out in the schedule hereto, contrary to paragraph 4(b) hereof.

6. (a) The Municipality shall pay to the Commission all charges for sewage service which shall be the sum of

(i) the gallonage charge as set out in subparagraph (b) hereof, and,

(ii) all sums received by the Municipality as sewage rates imposed upon owners or occupants of land in respect of local collector sewers provided and operated by the Commission hereunder;

and shall pay the sums referred to in clause (ii) hereof in the year such charges are collected.

(b) The gallonage charge for sewage service for a month shall be calculated as the product of the rate for sewage service for the initial period, the initial rate period or the rate period, as the case may be, applicable to such month and the total volume of sewage transmitted to the point of recording in such month as determined by the Commission, and such gallonage charge shall be paid by the Municipality to the Commission in accordance with its monthly statement of account delivered to the Municipality.

- (c) (A) Subject to the terms of this agreement the rate for sewage service for the initial rate period and any rate period shall be determined by the Commission in its discretion and shall be based on the cost to the Commission, as determined by it, of providing sewage service by means of the Sewage Works.
- (B) The difference, as determined by the Commission in its discretion, for any period of time between the cost, incurred or anticipated, of providing sewage service by means of the Sewage Works, and all payments, both made and anticipated, to the Commission by the Municipality and any other municipalities or persons who have entered into or are anticipated to enter into agreements with the Commission with respect to the provision of sewage service by means of the Sewage Works shall be taken into account by the Commission in determining the rate.
- (C) All accounting for the Sewage Works shall be exclusively for the Sewage Works and no surpluses or deficits from the Works shall form any part of the accounting for any other system operated by the Commission.
- (d) The rate for sewage service provided hereunder for the initial period shall be 21.7 cents per thousand Imperial gallons, to be adjusted by 1.0 cents per thousand Imperial gallons for each variation of \$183,165. between the cost of provision of the initial components of the Sewage Works and the estimated cost thereof of \$3,974,689.

- (e) As soon as practicable prior to the 1st day of December immediately preceding the end of the initial period, the initial rate period and any rate period thereafter the Commission shall determine the rate for the period next following and by its notification delivered to the Municipality shall inform the Municipality of such rate.
- (f) Upon the petition of the Municipality filed with the clerk of the Executive Council within thirty days after the date of delivery of the notification of a rate to the Municipality under paragraph 6(e), the Lieutenant-Governor in Council may confirm, rescind or vary such rate and the decision of the Lieutenant-Governor in Council respecting such rate shall be final and binding on the parties hereto.
- (g) If the rate for the initial rate period or any rate period thereafter is varied pursuant to paragraph 6(f) hereof, the Commission shall ascertain the difference between the amount if any, paid to the Commission by the Municipality in monthly payments for the period from the beginning of such initial rate period or such rate period, as the case may be, to the end of the month next following the date of such variation (herein referred to as the "rate adjustment period"), and the product of the volume of sewage transmitted to the point of recording for sewage service for the rate adjustment period and the rate as varied under paragraph 6(f) hereof, and by its statement of account for such rate adjustment period delivered to the Municipality, the Commission shall inform the Municipality of the

amount owing to the Commission or by the Commission, and such amount shall be deducted from or added to the first monthly payment to be paid thereafter to the Commission by the Municipality hereunder.

- (h) If any error or omission is made in any notification or any statement of account delivered by the Commission to the Municipality under this agreement, the Commission shall correct such error or omission in the notification or monthly statement of account next following the date on which such error or omission comes to the attention of the Commission, and the parties hereto shall be bound by and shall comply with such correction.
- (i) The mailing by the Commission of a notification of a rate or of a statement of account in an envelope addressed to the Municipality shall constitute delivery of the notification or of the statement of account to the Municipality.
- (j) Any amount due and payable by the Municipality to the Commission, together with interest thereon after default at the rate of 6 per cent per annum, may be recovered with costs in a court of competent jurisdiction as a debt due to the Commission by the Municipality.

7. It is the responsibility of the Municipality to take all steps necessary to prepare for the collection and transmission of sewage to the point or points of acceptance so as to be able to transmit sewage for sewage service hereunder on the commencement date.

8. If the Municipality requests the Commission, in writing, to increase, commencing on a specified date, the maximum rate of flow of sewage or the maximum volume specified under paragraph 4(a) hereof in order to meet its reasonable

requirements for sewage service, the Commission shall use its best endeavours and reasonable care to comply with such request and to increase the maximum rate of flow or the maximum volume specified under paragraph 4(a) hereof commencing on such date, provided that such written request is received by the Commission at least three years prior to such specified date or provided that such written request is received by the Commission within such lesser period of time prior to such specified date as the Commission may determine.

9. Where rates that are based on the water rates or charges charged or chargeable in respect of any land, are imposed by the Municipality on the owners or occupants of such land in respect of sewage service and are charged on the water bill the Municipality shall, in default of payment of the rates in respect of sewage service, exercise when necessary all remedies provided by law for the collection of such rates, and without limiting the generality of the foregoing, if any such default continues for a period of six months, shall shut off the supply of water under the authority of subsection 4 of section 27 of The Public Utilities Act.

10. The failure by any party hereto to carry out any of the terms, covenants, and conditions of this agreement shall not release any other party hereto from the performance of any term, covenant or condition of this agreement, but this clause shall not affect any right of action that may arise for damages for breach of this agreement or otherwise.

11. This agreement shall enure to the benefit of and be binding upon the parties hereto and their successors, and shall not be assigned in whole or in part.

IN WITNESS WHEREOF the parties hereto have caused
this agreement to be executed under seal.

ONTARIO WATER RESOURCES COMMISSION

per _____
Chairman

per _____
General Manager

THE CORPORATION OF THE CITY OF
NORTH BAY

per _____
Mayor

per _____
Clerk

.....

In this schedule

- (a) "biochemical oxygen demand (BOD)" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade expressed in milligrams per litre;
- (b) "phenol equivalents" means those hydroxy derivatives of benzene, or its condensed nuclei, which can be determined by the 4-Aminoantipyrine or Gibbs Methods;
- (c) "pH" means the logarithm of the reciprocal of the weight of Hydrogen ions in grams per litre of solution;
- (d) "suspended solids" means solid matter in or on a liquid that is removable by filtering with a glass fibre filter paper equivalent to a Reeve Angel Glass Fibre Filter Paper, Fisher No. 9-873;
- (e) "sewage works" means any works provided by the Ontario Water Resources Commission under agreement between the Commission and The Corporation of the City of North Bay dated _____ day of _____ 19 ____, and any amendments thereto, for the collection, transmission, treatment and disposal of sewage, or any part of any such works.

TERMS AND CONDITIONS

1. Sewage shall not have a temperature in excess of 100 degrees F.
2. Sewage shall not contain more than 100 milligrams per litre of any volatile oils, fat or grease of animal or vegetable origin or more than 15 milligrams per litre of oil or grease of mineral origin.
3. Sewage shall not contain inflammable or explosive substances of any nature, and without limiting the generality of the foregoing, shall not contain gasoline, benzene, naphtha, fuel oil or acetone, in such concentration or quantity as

- to constitute an explosive hazard to persons or property.
4. Sewage shall not be capable of causing obstruction to the flow in, or excessive wear and tear, corrosion or any other damage to, or interference with the proper operation of the sewage works, and without limiting the generality of the foregoing, sewage shall not contain: ashes, cinders, garbage, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or cellulose.
 5. Sewage shall not have a pH less than 6.0 or greater than 8.0 or a pH which becomes less than 6.0 or greater than 8.0 during transmission through the sewage works.
 6. Sewage shall not contain suspended solids exceeding 230 milligrams per litre.
 7. Sewage that has or may cause an offensive odour, (and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon bisulphide, ammonia, trichloroethylene, sulphur dioxide, formaldehyde, chlorine, bromine or pyridine) in such quantity that an offensive odour could emanate from the sewage works and cause a nuisance, shall not be transmitted to the sewage works.
 8. Sewage in which the BOD exceeds 170 milligrams per litre shall not be transmitted to the sewage works.
 9. Sewage shall not contain animal wastes, and without limiting the generality of the foregoing, shall not contain hair, wool, fur, feathers, intestines, stomach casings, paunch manure, hides, intestinal contents, poultry heads, toenails, horns, bones and fleshings.
 10. Sewage shall not contain toxic or poisonous substances in such concentration or quantity that the sewage may interfere with or impair any sewage treatment process or be a hazard to persons or animals.



R. 4758-71

ONTARIO

ONTARIO MUNICIPAL BOARD

IN THE MATTER OF Section 15 of
The Municipal Act (R.S.O. 1970,
c. 284)

- and -

IN THE MATTER OF an application
by The Corporation of the City
of North Bay for an order enlarging
its defined sewer area by the
addition thereto of certain lands

B E F O R E:

J. A. KENNEDY, Q.C.
Chairman

- and -

W. T. SHRIVES
Member

Thursday, the 14th

day of October, 1971

UPON APPLICATION by The Corporation of the City of North Bay for an order approving the enlargement of its defined sewer area by the addition of certain lands more particularly described in Schedule "A" attached hereto, and it appearing that notice of the said application has been given in accordance with the directions of the Board and no one having filed objection thereto within the time prescribed in the said notice, as appears from the affidavit of the Deputy City Clerk, filed,

1. THE BOARD ORDERS that public hearing of this application be and the same is hereby dispensed with,
2. AND 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 sewer area as defined in By-law 1304 of the former Township of Widdifield, now situated in the City of North Bay, be and the same is hereby enlarged



ONTARIO

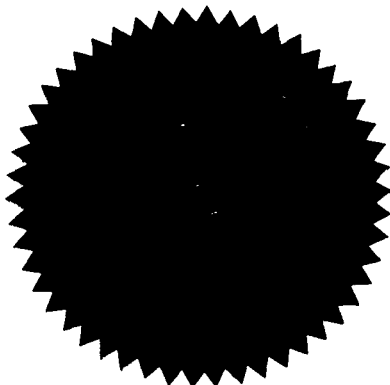
ONTARIO MUNICIPAL BOARD

R. 4758-71

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by the addition thereto of the lands described in
Schedule "A" attached hereto.

H. Andrew
SECRETARY



ENTERED	
O. B. No.	B.11
Folio No.	257
OCT 18 1971	
<i>H. Andrew</i>	
SECRETARY, ONTARIO MUNICIPAL BOARD	



R. 4758-71

ONTARIO

ONTARIO MUNICIPAL BOARD

SCHEDULE "A"

TO THE ORDER OF THE ONTARIO MUNICIPAL BOARD
MADE ON THE 14TH DAY OF OCTOBER, 1971

Description of Lands to be added

Lots 142, 143, 144, 145, 146, 220, 221, 222, 223, 224, 225, 226, 227, 228 and the north 51.77 feet of lot 229 as shown on Registered Plan No. 115 filed in Land Titles Office in the District of Nipissing.

That parcel of land bounded by the southerly limit of the Kings Highway No. 17 and the easterly limit of Gormanville Road, and the southerly limit of McKeown Avenue, and a line between McKeown Avenue and Highway No. 17 being the westerly limit of Laroche Street produced.

That parcel of land at the intersection of Gormanville Road and Highway No. 17 and more particularly described as being bounded by the westerly limit of Tackaberry Drive, the easterly limit of Gormanville Road and the southerly limit of Highway No. 17.
