

THE CORPORATION OF THE VILLAGE OF COBDEN

BY-LAW NO. 72-20

WHEREAS the Corporation of the Village of Cobden desires to execute agreements with Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment 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 Village of Cobden as follows:

1. That the Corporation enter into and execute agreements with Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment for the provision of Sewage Service in accordance with the Schedule attached to this By-law.
2. The Reeve 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 on the *FIRST* day of *AUGUST* 1972  
 READ A SECOND TIME on the *FIRST* day of *AUGUST* 1972  
 READ A THIRD TIME and finally passed on the *FIRST* day  
 of *AUGUST* 1972.

.....*J. W. Milley*.....  
 Reeve  
 .....*B. A. [unclear]*.....  
 Clerk

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.....*J. J. Milley*.....  
 Reeve  
 .....*B. C. [Signature]*.....  
 Clerk

I hereby certify that the above copy of the By-law, is a true copy of the By-law No. 72-20 enacted and passed by the Council of the Corporation of the Village of Cobden, at a meeting of Council held on the First Day of August, 1972.

*[Signature]*  
 \_\_\_\_\_  
 CLERK-TREASURER

SCHEDULE " A" TO BY-LAW NO. OF THE CORPORATION  
OF THE VILLAGE OF COBDEN

THIS AGREEMENT, made in triplicate this day of  
A.D. 19 .

BETWEEN:

THE CORPORATION OF THE VILLAGE OF COBDEN  
(hereinafter called the "Municipality")

THE PARTY OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF THE ENVIRONMENT  
(hereinafter called the "Crown")

THE PARTY OF THE SECOND PART

WHEREAS the Crown proposes to provide sewage  
service to the Municipality by means of sewage works to be  
provided or acquired by the Crown;

AND WHEREAS the Council of the Municipality  
on the day of , A.D. 19 , passed  
By-law No. authorizing the Municipality to enter into  
an agreement with the Crown for such purpose upon the terms  
and conditions as hereinafter set out;

AND WHEREAS the Ontario Municipal Board has by  
Order dated the day of , A.D. 19 ,  
approved the entering into by the Municipality of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that  
under sub-section 1(d) of section 17 and section 18 of The  
Ontario Water Resources Act, the parties hereto in consideration  
of the covenants, terms and conditions hereinafter set forth,  
covenant and agree with each other as follows:

1. In this agreement,

DEFINITIONS

- (a) "calendar year" means the period commencing  
January 1st in any year and ending December  
31st in the same year;

- (b) "commencement date" means the date on which the Crown is able to supply sewage service hereunder, as determined by the Crown;
- (c) "Crown" means the Crown 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 on December 31st of the second calendar 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 Crown 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 sewage works constructed or acquired from time to time for the Municipality under this agreement;
- (i) "sewage service" means the collection, acceptance, transmission, treatment and disposal of sewage, or any one or more of them as determined by the Crown from time to time.

2. The Crown 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 Crown may determine from time to time;

(b) To the objective of a commencement date on the 1st day of May, A.D. 1975 ;

(c) To notify the Municipality in writing of the commencement date at least twenty days prior thereto; and,

(d) To exercise reasonable care in the carrying out of all of the terms of this agreement, it being understood and agreed nevertheless between the parties hereto that subject always to the obligation to exercise such reasonable care, no warranty or liability on the part of the Crown is intended nor shall any warranty or liability be implied or imposed in respect of the performance of this agreement by the Crown.

3. (a) The Municipality shall, as soon as possible after the execution of this agreement and at least ninety days prior to the date specified in paragraph 2(b) hereof, pass a by-law in a form approved by the Crown and in accordance with the law, to control the discharge of sewage, as defined in The Ontario Water Resources Act, into the Sewage Works or into any sewer, sewer system or sewage works of the Municipality, or if the Municipality already has a by-law controlling the discharge of sewage, will amend the same at the request of the Crown, and shall deliver a certified copy of such by-law as passed or amended to the Crown prior to the commencement date, and shall not amend, further amend or rescind such by-law without the prior written approval of the Crown and shall enforce such by-law with due diligence.

MUNICIPAL  
SEWAGE  
BY-LAW

METERS

(b) The Crown shall install, at such point or points as the Crown shall determine, hereinafter referred to as the "point or points of recording", such equipment as may be necessary to determine the volume of sewage transmitted to the point or points of recording, and the Municipality may from time to time inspect such equipment at its expense.

CONNECTION  
OF SEWAGE  
WORKS

(c) The connection of sewage works that belong to or are under the control of the Municipality to the Sewage Works and any repairs to or alterations of such connection shall be to the satisfaction of the Crown and at the expense of the Municipality, and in the event that the equipment referred to in subparagraph (b) hereof is installed in sewage works belonging to or under the control of the Municipality, the Municipality shall permit the Crown access to such equipment at any time or times for the purpose of reading or testing such equipment.

ESTIMATED  
VOLUME

(d) In the event that the Crown determines that the volume of sewage transmitted to the point or points of recording has not been recorded or has not been recorded accurately for any period of time, the Crown shall estimate the volume of sewage transmitted to the point or points 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.

SEWAGE  
QUALITY

4. (a) Except in an emergency, as determined by the Crown in its discretion, or except with the prior approval of the Crown in writing, on such terms and conditions

as the Crown may determine,

(i) The Crown shall accept only sewage which does not contravene any of the terms and conditions set out in Schedule "A" hereto; and

(ii) The Municipality shall not transmit, nor permit to be transmitted, sewage to the Sewage Works which contravenes any of the terms and conditions set out in Schedule "A" hereto.

(b) Subject to sub-paragraph (a) hereof, the Municipality shall transmit to the Sewage Works all sewage in the sewage works of the Municipality as they may exist from time to time, that, in the opinion of the Crown, have been designed to receive and transmit sanitary sewage and commercial and industrial wastes.

(c) In the event that the Crown enters into an agreement to provide sewage service from the Sewage Works to municipalities or persons other than 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 has transmitted sewage to the Sewage Works that contravenes any of the terms and conditions set out in Schedule "A" hereto, contrary to sub-paragraph (a)(ii) hereof.

5. (a) The Municipality shall supply to the Crown on or before the third anniversary date of this agreement, and similarly at subsequent two year intervals thereafter, during the currency of this agreement, a written report containing such information as the Crown may require respecting the Municipality's

USE OF  
SEWAGE  
WORKS

LIQUIDATED  
DAMAGES

REPORT OF  
REQUIREMENTS

reasonable requirements for sewage service during the three year period subsequent to the date of each report.

(b) The Municipality shall supply to the Crown upon request at any time or times such other written reports or information as the Crown may require.

(c) The Municipality shall use reasonable care, due diligence and its best endeavours to prepare and supply to the Crown any report or information required hereunder.

6. The Crown shall use reasonable care, due diligence and its best endeavours,

(a) To provide on or before the commencement date, sewage service sufficient for the requirements set out in Schedule "B" to this agreement, and

(b) Subsequent to the third anniversary date of this agreement, to provide within a period of three years of the receipt by the Crown of any report or information pursuant to paragraph 5 hereof, sewage service sufficient for the reasonable requirements of the Municipality as determined by the Crown and notified to the Municipality, and based on such report or information referred to above, provided that the Municipality has complied with all of the requirements of paragraph 5 hereof and further provided that, in the opinion of the Crown, the requirements set forth in any such report are compatible with all work initiated by the Crown in accordance with any previous report or information.

FURTHER  
REPORTS

IDEM

EXTENT OF  
SEWAGE  
SERVICE

EXTENSION  
OF SEWAGE  
SERVICE



SYSTEM IN  
DISCRETION  
OF CROWN

7. Except as otherwise expressly provided in this agreement, the Crown in its discretion shall determine all matters with respect to the Sewage Works, and without limiting the generality of the foregoing, shall determine,
  - (a) The number of stages in the Sewage Works and the dates on which such stages shall be provided or acquired,
  - (b) The design, description, capacity, function, alterations, replacements, multiplications and enlargements of each stage of the Sewage Works, and
  - (c) All matters affecting the economy of the Sewage Works.
8. All of the terms and conditions of this agreement notwithstanding, as expressly agreed and understood by the parties hereto that nothing herein contained creates any obligation, expressed or implied, on the Crown to provide sewage service hereunder which, as determined by the Crown, would not be in accordance with good engineering principles or practice, and without limiting the generality of the foregoing nothing herein contained creates any obligation, expressed or implied, on the Crown to enlarge, extend, alter or modify the Sewage Works, if in the opinion of the Crown, the probable effect of the effluent from the Sewage Works (as they may be enlarged, extended, altered or modified) would be the impairment of the quality of any water or watercourse which may receive such effluent or into which such effluent may be discharged.
9. The Municipality shall not install, connect or operate, nor permit to be installed, connected or operated, any works, equipment or structure that transmits or causes or permits the transmission of sewage at any time or times

IMPAIRMENT  
OF RECEIVING  
BODY

MAXIMUM  
VOLUME  
AND RATE  
OF FLOW

to the Sewage Works at a rate of flow or of a quality or otherwise not in conformity with this agreement or any report or information supplied by the Municipality under paragraph 5 hereof, except with the prior approval of the Crown in writing.

10. In the event that the Crown enters into an agreement to provide sewage service from the Sewage Works to municipalities or persons other than to the Municipality and if the Municipality at any time or times transmits, or permits to be transmitted, sewage to any part or parts of the Sewage Works at a rate of flow or in a volume, which as determined by the Crown, exceeds,

- (a) That rate of flow or volume which such part was constructed to accommodate in accordance with paragraph 6 hereof, or
- (b) That rate of flow or volume specified in any report or information supplied by the Municipality to the Crown pursuant to paragraph 5 hereof,

whichever shall be the lesser, the Municipality shall pay to the Crown the sum of \$100.00 as liquidated damages and not as a penalty for each day during which sewage has been transmitted at such rate of flow or in such volume, unless the written approval of the Crown has been obtained for such transmission.

11. Subject to the provisions of paragraph 8 hereof, the provision of sewage service by the Crown in compliance with any report or information of the Municipality provided under paragraph 5 hereof shall be deemed to be the fulfillment by the Crown of its obligations under paragraph 6 hereof with respect to the period of time covered by such report or information.

LIQUIDATED  
DAMAGES FOR  
EXCESSIVE  
VOLUME OR  
RATE OF FLOW

FULFILLMENT  
OF OBLIGATIONS

12. (a) The Municipality shall pay to the Crown all charges

CHARGE FOR  
SEWAGE SERVICE

for its sewage service which shall be the sum of,

(i) The gallonage charge as set out in sub-paragraph

(c) 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 Crown hereunder.

(b) The Municipality shall pay the sums referred to in clause (ii) of sub-paragraph (a) hereof in the year in which such sewage rates are collected by the Municipality.

IDEM

(c) 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, or 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 Crown, and such gallonage charge shall be paid by the Municipality to the Crown in accordance with its monthly statement of account delivered to the Municipality.

GALLONAGE  
CHARGE

(d) (i) 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 Crown in its discretion and shall be based on the cost to the Crown, as determined by it, of providing sewage service by means of the Sewage Works.

SUBSEQUENT  
RATE

(ii) The difference, as determined by the Crown 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 Crown by the Municipality, and any other municipalities or persons, who have entered into or are anticipated to enter into agreements with the Crown with respect to the provision of sewage service by means of the Sewage Works, and any subsidies received or anticipated by the Crown in respect of the construction or operation of the Sewage Works shall be taken into account by the Crown in determining the rate.

(iii) All accounting for the Sewage Works shall be exclusively for the Sewage Works and no surpluses or deficits from the Sewage Works shall form any part of the account for any other system operated by the Crown.

(e) The rate for sewage service provided hereunder for the initial period shall be 93.5 cents per thousand Imperial gallons.

(f) As soon as practicable prior to the first day of December immediately preceding the end of the initial period, the initial rate period and any rate period thereafter, the Crown shall determine the rate for the period next following and by its notification delivered to the Municipality shall inform the Municipality of such rate.

IDEM

IDEM

RATE FOR  
INITIAL  
PERIOD

THE DETERMINATION  
NOTIFICATION  
OF SUBSEQUENT RATE

PETITION OF  
SUBSEQUENT RATE

(g) 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 12(f) hereof, 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.

VARIATION OF  
SUBSEQUENT RATE

(h) If the rate for the initial rate period or any rate period thereafter is varied pursuant to paragraph 12(g) hereof, the Crown shall ascertain the difference between the amount, if any, paid to the Crown 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 (hereafter referred to as the "rate adjustment period"), and the product of the volume of sewage transmitted to the point or points of recording for sewage service for the rate adjustment period and the rate as varied under paragraph 12(g) hereof, and by its statement of account for such rate adjustment period delivered to the Municipality, the Crown shall inform the Municipality of the amount owing to the Crown or by the Crown, and such amount shall be deducted from or added to the first monthly payment to be paid thereafter to the Crown by the Municipality hereunder.

ERRORS AND  
OMISSIONS

(i) If any error or omission is made in any notification or any statement of account delivered to the Municipality by the Crown under this agreement the Crown 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 Crown, and the parties hereto shall be bound by and shall comply with such correction.

NOTIFICATION

(j) The mailing by the Crown of a notification of a rate or 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.

RECOVERY

(k) Any amount due and payable by the Municipality to the Crown, together with interest thereon after default at the rate of 8% per annum, may be recovered with costs in a court of competent jurisdiction as a debt due to the Crown by the Municipality.

EVENTS BEYOND  
CONTROL OF  
CROWN

13. All of the terms and conditions of this agreement notwithstanding, it is agreed and understood by the parties hereto that if the Crown is unable to provide sewage service as contemplated herein by reason of events beyond the control of the Crown, or by reason of the acts or omissions of the Municipality, the Municipality shall reimburse the Crown for all costs incurred by the Crown in pursuance of its obligations under this agreement, upon such reasonable terms and conditions as the Crown in its discretion may decide upon.

SHUT OFF  
OF WATER  
SUPPLY

14. Where rates that are based on water rates or charges charged or chargeable in respect of any land, are imposed by the Municipality upon 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, and any such default continues for a period of six months, shall shut off the supply of water under the authority of sub-section 3 of section 27 of The Public Utilities Act.

BREACH NOT  
A RELEASE

15. The failure by any party hereto to carry out any of the terms, covenants, and conditions of this agreement shall not release the 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.

AMENDMENTS  
& ASSIGNMENT  
ETC.

16. This agreement contains the entire agreement between the parties hereto with reference to the subject matter hereof, shall not be altered or amended except by an agreement in writing duly executed by the parties hereto, 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.

THE CORPORATION OF THE VILLAGE  
OF COBDEN

per:

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

HER MAJESTY THE QUEEN IN RIGHT  
OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF THE ENVIRONMENT

per:

\_\_\_\_\_  
Minister



SCHEDULE "B" TO THE AGREEMENT MADE BETWEEN THE CROWN AND  
THE CORPORATION OF THE VILLAGE OF COBDEN

DATED THIS                      day of                      19                      .

VOLUME AND RATE OF FLOW RESTRICTIONS  
PURSUANT TO PARAGRAPH 6(a)

<u>YEAR</u>	<u>DRY WEATHER FLOW MGD</u>	<u>MAXIMUM 24 HOUR RATE OF FLOW MGD</u>
1974	.097	.243
1975	.099	.247
1976	.101	.252
1977	.104	.259

SCHEDULE "A" TO AGREEMENT BETWEEN THE CROWN AND THE  
VILLAGE OF COBDEN

DATED THE

DAY OF

19

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-Aminoantipyrene 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 Crown under agreement between the Crown and THE VILLAGE OF COBDEN 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 200 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, amonia, 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.