THE CORPORATION OF THE MUNICIPALITY
OF NORTHERN BRUCE PENINSULA

BY-LAW 1999-23

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH MR. RANDY SLOANE.

WHEREAS Randy Sloane in the owner of the business known as Banner Connection Inc. located in the Municipality of Northern Bruce Peninsula;

AND WHEREAS Mr. Sloane has requested permission to dispose of wastewater from his business operation at the Tobermory Wastewater Treatment Plant;

AND WHEREAS municipality is agreeable to allowing disposal of said wastewater at the Tobermory facility for an interim period;

NOW THEREFORE the Council of the Corporation of the Municipality of Northern Bruce Peninsula enacts as follows:

1. That we enter into an agreement with Mr. Randy Sloane concerning the disposal of wastewater from Banner Connection Inc. at the Tobermory Wastewater Treatment Plant.

2. That the Mayor and Clerk-Administrator be and are hereby authorized to execute said agreement on behalf of the municipality.

3. That a copy of said agreement be attached hereto and form part of this agreement as Schedule “A”.

4. That this by-law shall come into force and take effect upon the final passing thereof.

READ A FIRST AND SECOND TIME THIS 22ND DAY OF MARCH, 1999.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 22ND DAY OF MARCH, 1999.

[Signatures]

MAYOR

CLERK-ADMINISTRATOR
THIS AGREEMENT MADE THIS 9th DAY OF APRIL, 1999.

BETWEEN: 

THE CORPORATION OF THE MUNICIPALITY 
OF NORTHERN BRUCE PENINSULA 
(Hereinafter referred to as “the municipality” of the 
First Part)

AND 

Mr. Randy Sloane 
(Hereinafter referred to as “Mr. Sloane” of the Second Part)

WHEREAS Mr. Sloane is the owner of the business known as Banner Connection Inc. located at Part Lot 8, Concession 4, E.B.R. formerly in the Township of Lindsay;

AND WHEREAS Mr. Sloane has requested permission to dispose of wastewater from said Banner Connection Inc. at the Tobermory Wastewater Treatment Plant;

AND WHEREAS the Ministry of Environment by letter dated March 10, 1999 has classified the wastewater from Banner Connection Inc. as hauled sewage;

AND WHEREAS the municipality has agreed to accept wastewater from said Banner Connection at the Tobermory Wastewater Treatment Plant subject to the conditions and recommendations provided by their engineers, Henderson, Paddon & Associates Ltd., as contained in their letter dated March 5, 1999;

NOW THEREFORE the parties to this agreement hereby covenant and agree as follows:

1) That wastewater from Banner Connection Inc. may be disposed of at the Tobermory Wastewater Treatment Plant for an interim period of approximately one month commencing April 8, 1999. The interim one month period may be extended for an additional period of time to allow for proper review and analysis of data collected during the interim period subject to the approval of the municipality.

2) That any agreement beyond the initial interim period for continuing disposal of said wastewater from Banner Connection Inc. at the Tobermory Wastewater Treatment Plant on a long term basis will be subject to review and analysis of data collected during the interim period and subject to the approval of the municipality and negotiation of terms.

3) That Mr. Sloane will ensure that the municipality is notified of each load of wastewater being transported to the treatment plant to allow an opportunity for confirmation of the quantity of waste being hauled. Mr. Sloane will maintain records of the quantity of waste hauled and shall make water use flow meter records available to the municipality upon request.

4) That Mr. Sloane will pay to the municipality the amount of .02 cents for each Imperial Gallon hauled to the municipal sewage works. The municipality will invoice Mr. Sloane for the total quantity of waste hauled at the end of the one month period.

5) That weekly samples (i.e. one sample each week for four weeks) of the waste from Banner Connection Inc. will be taken in accordance with the parameters as provided by Mr. Sloane’s engineers, Gamsby and Mannerow Ltd., under cover of their letter dated February 25, 1999 subsequent to an initial sampling of the wastewater. Mr. Sloane will arrange for taking the samples, transporting to a laboratory for analysis and shall pay all costs associated with this sampling program. Municipal staff may be present during the taking of samples.
6) That it is acknowledged that the waste has been tested by GAPP for toxicity with results forthcoming and to be provided to the municipality for review and analysis. Information is to be obtained from the manufacturer of the dye contained in the waste as to its treatability and this information will also be provided to the municipality.

7) That raw sewage and effluent testing will be undertaken on a weekly basis from the wastewater treatment plant. Effluent samples will be taken from both aerated ponds. These samples will be taken by municipal staff. The municipality will pay the sampling and testing costs for raw sewage and Mr. Sloane will pay the testing costs for effluent.

8) That Banner Connection Inc. and the municipality shall freely share all existing and forthcoming information relating to past and future sampling results and analysis.

9) That the municipality may carry out their own audit of the wastewater at Banner Connection Inc. without prior notice and during reasonable hours. Banner Connection Inc. is entitled to have two representatives present during any such audit and senior management of Banner Connection Inc. are to be notified immediately upon arrival of municipal representatives conducting the audit. Two municipal representatives will be present during the wastewater audit.

10) That the municipality reserves the right to immediately terminate this agreement upon 48 hours notice in writing to Banner Connection Inc. should sampling results indicate that disposal of the waste at the treatment plant is having or likely to have a negative impact on this facility. Banner Connection Inc. may terminate this agreement upon 48 hours notice thereof in writing to the municipality.

THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA

MAYOR

CLERK-ADMINISTRATOR

Signed, sealed and delivered in the presence of

Randy Sloane