



THE CORPORATION OF THE **TOWN OF COBALT**

Drinking Water Quality Management Standard (DWQMS) is the Provincial Standard that the Town must maintain for us to deliver safe drinking water to our residents.

This year the Town signed a ten-year contract designating Ontario Clean Water Agency to perform the full *Overall Responsible Operator (ORO)* role.

Since 2016 OCWA has been the Town's ORO and used a hybrid workforce with our municipal staff. In 2019 we renewed an ORO contract with OCWA and were informed at that time that after 2022 they would no longer be able to offer a hybrid service.

The Town's single most important and legal responsibility - is the delivery of safe drinking water. OCWA, is a crown agency, with a full-time staff of 700 and services more than 150 communities provincially.

The Agreement below sets out OCWA's policies and procedures with respect to quality and environmental management in accordance with the requirements of the Province of Ontario's Drinking Water Quality Management Standard (DWQMS).

SERVICES AGREEMENT
BETWEEN
ONTARIO CLEAN WATER AGENCY
AND
THE CORPORATION OF THE TOWN OF COBALT

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of April, 2022 (the "Effective Date"),

BETWEEN

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario.

("OCWA")

AND

THE CORPORATION OF TOWN OF COBALT

(the "Client")

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the Cobalt Water Treatment, Distribution, Wastewater Treatment and Collection Facilities, more particularly described in Schedule A (the "Facilities").
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the "Agreement").
- (d) The Client and OCWA (collectively, the "Parties" and each a "Party") are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the ____ day of March, 2022 passed By-Law No. _____ authorizing the Client to enter into this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

In this Agreement, definitions are set out in Schedule B, or within applicable provisions as indicated.

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the "Services").
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA's negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities' design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

- (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
 - (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
 - (ix) operational upset conditions caused by the acceptance of septage or leachate;
 - (x) unavailability of approved lands for the application of sludge.
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 - OCWA as Independent Contractor

In performing the Services, OCWA shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither OCWA nor its employees, agents or subcontractors shall be subject to the direction and control of the Client, except as expressly provided in this Agreement.

Section 2.4 - Authorized Representatives

Each of OCWA and the Client shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement (the "Authorized Representative(s)"). Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party's Authorized Representative until such time as it receives a written notification of change of the other Party's Authorized Representative.

Section 2.5 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA's negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA's commencement of the Services (a "Pre-existing Condition"), including but not limited to those listed in Schedule F and Schedule F1. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client's directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.6 - Waiver of Consequential Damages

In no event shall the Parties be liable to each other, and each Party specifically waives as against the other, any and all claims for consequential, incidental, indirect, special or punitive damages resulting in any way from performance or non-performance of this Agreement, whether such damages are characterized as arising under breach of contract or warranty, tort (including negligence), fault, strict liability, indemnity, or other theory of legal liability.

Section 2.7 - Insurance

- (a) OCWA shall maintain, subject to reasonable availability, insurance coverage as described in Schedule E to this Agreement (the "Insurance") and the Client shall be an additional insured under the Commercial General Liability and Contractor's Pollution Liability

insurance. The Client acknowledges that, given the unpredictability of the insurance market, deductibles and coverage limits may not be available (or may not be reasonably priced) from year to year. Insurance coverage is reviewed annually and the Client will be notified if there is a change in coverage or price increase.

- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) The policies of insurance obtained by the Client in subsection 2.7(e) shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act*,

2002 (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.

- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F and F1. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

The Client hereby covenants the following for the benefit of OCWA:

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.

- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.
- (g) The Client shall take reasonable steps to ensure that wastewater transmitted to the Facilities complies with the Client's sewer use by-law and any Environmental Laws. If requested by OCWA, the Client shall provide OCWA with copies of the Client's inspection reports (sewer usage, cross-connections, sump pump connections), if available.
- (h) The Client shall inform OCWA if the Facility is to accept septage or leachate. The Client shall provide OCWA with a report of a professional engineer indicating that the Facility is capable of handling such additional Loadings. The Client shall provide OCWA with a list of haulers from which OCWA is to accept septage or leachate at the Facility. OCWA shall not be responsible for any operational impacts caused by the septage or leachate. The Client shall be fully responsible for any additional costs incurred as a result of the acceptance of septage or leachate at the Facility.

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is solely attributed to the Client's negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA's negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date and shall continue in effect for an initial term of nine (9) years and nine (9) months ending on December 31, 2031 (the "Initial Term") and then may be renewed for successive five (5)-year terms (each a "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

Subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term as described in Schedule D.

Section 4.3 - The Annual Price in Renewal Terms

The Annual Price for any Renewal Term will be as agreed between the Client and OCWA. If the Parties cannot agree on the Annual Price for any Renewal Term within six (6) months of the beginning of the last Year of either the Initial Term or the Renewal Term, as the case may be (the "Current Term"), then this Agreement will be terminated twelve (12) months after the last day of the Current Term unless the Parties mutually agree to extend the term of the Agreement. During this twelve (12) month period or mutually agreed upon extension period, the Client shall pay the Annual Price paid for the last Year of the Current Term, plus an adjustment for inflation calculated as described in Schedule D, pro-rated over that period.

Section 4.4 - Payment of the Annual Price

The Client shall pay OCWA the Annual Price for each Year of the Initial Term or any Current Term, in twelve (12) equal monthly payments, in advance, on the first day of each month. The first payment shall be due and payable on April 1, 2022. Payment shall be made by the Client by pre-authorized bank debit from a bank account designated by the Client.

Section 4.5 - Items Not Included in the Annual Price

The Annual Price, as further described in Schedule "D", for each Year of the Initial Term and any Renewal Term, covers all charges for the Services, but does not include any charges for the following:

- (a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);

- (d) Hydro/Utility costs;
- (e) charges for any Optional Services that are provided by OCWA to the Client;
- (f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;
- (g) generator fuel;
- (h) generator maintenance;
- (i) chemicals;
- (j) snow removal as described in Schedule C, Section 7(a).ii;
- (k) sludge removal;
- (l) additional sampling requirements caused by wet weather events, storms and by-passes;
- (m) any costs arising from a significant increase in flows, as set out in Part 1 of Schedule G to this Agreement;
- (n) any cost for third party audits.

Section 4.6 - Major Maintenance Expenditures

- (a) "Major Maintenance Expenditures" means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than November 30th of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (5)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client's written approval of the estimate or revised estimate, in the form set out in Schedule "I", authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the "Approved Major Maintenance Expenditures").
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.

Section 4.7 - Capital Projects

- (a) "Capital Projects" means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - Unexpected Expenses

- (a) "Unexpected Expenses" means unanticipated expenditures or additional costs which may include Major Maintenance Expenditures in addition to the Approved Major Maintenance Expenditures, that OCWA reasonably incurs in order to address a Change in Applicable Laws, any Uncontrollable Circumstance, any work required by regulatory order (e.g. MECP or MOL) or identified through an inspection (e.g. ESA, MECP, MOL) that is not solely the result of OCWA's negligence in performing the Services or any other emergency situation, together with the Service Fee.
- (b) In the event that OCWA is required to incur Unexpected Expenses, the prior approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within ten (10) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
- (d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than \$2,000.00.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Client's monthly payment of the Annual Fee is not available in OCWA's designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.

- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

If the Client disputes any portion of an invoice, the Client shall pay to OCWA the undisputed portion of the invoice by the due date set out herein and provide OCWA with written notice of such dispute by the due date. Failure to provide such written notice of any such dispute will act as a waiver of any defence or justification for failing to pay the full amount of the invoice by the due date. Within ten (10) days of resolution of the disputed amount, the Client shall pay to OCWA all amounts determined to be payable to OCWA, plus interest in accordance with Section 4.9(a).

Section 4.11 - Hydro Costs/Utility Costs

OCWA is not responsible for paying any Hydro/Utility Costs in respect of the Facilities. The Client shall pay all Hydro/Utility Costs.

Section 4.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule H, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule H which will state their agreement upon all of the following:

- (i) the services to be provided;
- (ii) fees for the services provided under the Change Order;
- (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
- (iv) the extent of any adjustments to the Annual Price, if any; and
- (v) all other effects that the change has on the provisions of this Agreement.

Section 4.14 - Chemical Costs

The Chemical Costs are not included in the Annual Price. OCWA will invoice the Client for all chemical costs plus a service fee of 10%. OCWA will invoice the Client for chemicals quarterly with backup documentation.

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;
 - (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and

- (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

If this Agreement is terminated for any reason prior to the expiry of the Current Term, then the Client shall pay OCWA for all Services provided up to the date of termination, as well as any costs relating to the early termination, including but not limited to demobilization and severance costs (in accordance with the collective agreements between OCWA and its employees); the costs associated with the removal of remote monitoring and control systems installed by OCWA; the costs of cancelling agreements with suppliers and subcontractors; as well as any previously incurred Major Maintenance Expenditures, costs related to Capital Projects, Unexpected Expenses and Optional Services.

Section 6.3 - Inventory Count of Consumables/Supplies

OCWA and the Client will conduct an inventory count of consumables/supplies at the Facilities on the first day of the Initial Term or as soon as the Parties may agree. If OCWA no longer operates the Facilities at termination of this Agreement, OCWA shall either:

- (a) ensure that there is the same amount of consumables/supplies at the Facilities on the date of termination as there was on the first day of the Initial Term; or
- (b) reimburse the Client for any shortfall.

If the amount of consumables/supplies at the Facilities on the date of termination exceeds the amount on the first day of the Initial Term, the Client will either reimburse OCWA for any excess or OCWA may take possession of any excess, as OCWA may determine.

Section 6.4 - Final Settlement

If OCWA ceases to operate the Facilities, there shall be a final settlement of all accounts with respect to the Annual Price and any other expenses incurred by OCWA and amounts owing by or to the Client under this Agreement, no later than ninety (90) days after OCWA ceases to provide the Services or thirty (30) days after OCWA has provided the Client with a final invoice, whichever comes later.

Section 6.5 - Transfer of Operations

Upon the termination of this Agreement, OCWA will return the following to the Client:

- (a) The log books for the Facilities.

- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

Section 6.6 - Restrictions on Recruitment of OCWA's Employees

During the term of this Agreement and for one (1) year following the termination of this Agreement, the Client shall not solicit or recruit any employee of OCWA, nor induce any OCWA employee to leave his or her employ to work at the Facilities, unless mutually agreed to in writing by the Client and OCWA.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

The Client acknowledges and agrees that in providing the Services, OCWA may utilize certain technology developed by or for OCWA, for example, OCWA's WMMS, Outpost 5 and/or PDM (the "Technology"). The Client further agrees that use of the Technology by OCWA with respect to the Facilities does not in any way give the Client any ownership or licensing rights in or to the Intellectual Property Rights to the Technology unless otherwise agreed to in writing between the Parties. For greater certainty, nothing in this Section 7.1 shall be interpreted as requiring OCWA to provide the Client with the Technology and any upgrades or other similar technology in respect of the Facilities as part of the Annual Price.

Section 7.2 - Agreement to Govern

If there is any inconsistency between the main body of this Agreement and any Schedule to this Agreement, then the provision in the main body of this Agreement shall govern.

Section 7.3 - Entire Agreement

This Agreement constitutes the entire agreement between the Client and OCWA with respect to the subject matter hereof and cancels and supersedes any prior understandings, undertakings, representations, warranties, terms, conditions and agreements, whether collateral, express, implied or statutory, between the Client and OCWA with respect thereto.

Section 7.4 - Amendments and Waivers

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

Section 7.5 - Successors and Assigns

This Agreement shall operate to the benefit of and be binding upon, the Parties hereto and their successors and assigns. This Agreement may be assigned in the discretion of either Party.

Section 7.6 - Survival

All outstanding payment obligations, and the confidentiality obligation under Section 7.11, shall survive indefinitely the termination of this Agreement.

Section 7.7 - Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

Section 7.8 - Notices

(a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email, facsimile, registered mail or courier shall be deemed to have been given when received.

(i) if to the Client:

Town of Cobalt
18 Silver Street, P.O. Box 70
Cobalt, Ontario P0J 1C0

Telephone: (705) 679-8877
Fax: (705) 679-5050
Email: sdalley@cobalt.ca
Attention: Town Manager

- (ii) if to OCWA:

Ontario Clean Water Agency
15 Government Road East
P.O. Box 549
Kirkland Lake ON P2N 3J5

Telephone: 1-705-567-3955
Email: ENielson@ocwa.com
Attention: Eric Nielson, Regional Manager

- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

Section 7.10 - Freedom of Information

The Parties understand that this Agreement and any materials or information provided to OCWA through the performance of the Services may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or as otherwise required by law.

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

Section 7.12 - Change in Circumstance

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a "Change in Circumstance"), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
- (i) details of the Change in Circumstance;

- (ii) details of the inadequacy of this Agreement; and
 - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.
- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5. Dispute Resolution.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

Feb 25/22
Date of Signing

ONTARIO CLEAN WATER AGENCY

By: [Signature]
(Authorized Signing Officer)

March 1, 2022
Date of Signing

By: [Signature]
(Authorized Signing Officer)

THE CORPORATION OF THE TOWN OF
~~COLEBAT~~ COBALT

March 03 2022
Date of Signing

By: [Signature]
(Authorized Signing Officer)

March 3, 2022
Date of Signing

By: [Signature]
(Authorized Signing Officer)

SCHEDULE A - The Facilities

Description of the Facilities

Part 1 - COBALT DRINKING WATER SYSTEM

Drinking Water Works Permit Number: 206-201, Issue Number: 4

Municipal Drinking Water Licence Number: 206-101, Issue Number: 5

Physical Address: 1 Pumphouse Rd. Cobalt, ON P0J 1C0

Description:

The Cobalt Drinking Water System is owned by the Corporation of the Town of Cobalt and consists of a Class 2 water treatment subsystem and a Class 1 water distribution subsystem that services the Town of Cobalt and Coleman Township. The System serves a population of approximately 1350 residents including the connected population in the Coleman Township Distribution System.

Raw Water Supply

The raw water is taken from a protected water body, Sasaginaga Lake and directed to the high lift pumping station located about 500 meters West of Pyrite Street in Cobalt. The intake structure is located 191 meters into the lake, at a depth of 7.5 meters. The raw water is monitored for pH, temperature and turbidity.

Water Treatment

The Cobalt water treatment facility is a direct filtration facility with two treatment trains operating in parallel, and each consisting of a pre-contact tank, where coagulation is undertaken, and two dual media pressure filters.

The low lift pumping station consists of two submersible pumps (one duty and one standby), a wet well, a flow meter and two pre-contact vessels, each having a volume of 3.6 cubic meters. The pumps feed four pressurized dual media sand/anthracite filters. A parallel UV irradiation system is used to achieve most of the required primary disinfection.

Chlorine gas is injected into the water following the UV system treatment using two booster pumps and two manually controlled v-chlorination feed units capable of providing 45.0 kilograms/day of chlorine. The chlorine is added to meet the remaining primary disinfection requirements and maintain the required secondary disinfection within the distribution systems.

The water then goes into a 8.527 m diameter and 10.869 m high glassed fused to steel standpipe, having a total volume of 621 m³. Two submersible high lift pumps (one duty and one standby) pump water from the standpipe to the Cobalt and Coleman Distribution Systems and to the Cobalt water tower.

The treated water is monitored for pH, free chlorine residual and turbidity using continuous on-line analyzers. The plant is protected with alarms and a stand-by generator in the event of power loss.

Water Storage

There is a 1400 cubic meter elevated water storage tank located on Ferland Avenue in Cobalt. The tank is 15 m in diameter and 43.4 m high. Re-chlorination equipment is connected at the water tower to provide secondary disinfection if required.

Waste Management

Residue management consists of one 2400 mm diameter duplex Grey Water Pumping Station with two submersible non-clog pumps rated at 16 L/s that pump to the sanitary sewer system.

Emergency Power

A 180 kW standby diesel generator with a transfer switch is available outside the water plant in the event of a power loss.

Part 2 - COBALT WETLANDS

Physical Address: 9 Hudson Bay Rd, Cobalt ON P0J 1C0

Description:

The Cobalt Wastewater Treatment Constructed Wetland is a Class 1 Wastewater treatment facility (Certificate No. 3195, issued February 21st, 2006).

The Town of Cobalt Wastewater Collection System is a Class 1 system (Certificate No. 1442, issued March 1st, 1997).

The Cobalt Constructed Wetlands is described in the Operations Manual as having an inlet chamber with a channel grinder, parshall flume, two grit channels, windmills and a composite sampler. From the inlet chamber sewage flows into the maintenance forebay sewage and then to the three wetland cells operated in series.

The wetland cells were planted with cattails and operate as a surface flow system.

The outlet chamber includes a bar screen, weir W5, and a composite sampler for the final effluent, all housed under covered structures. From the 1997 Environmental Study Report, prepared by KMK Consultants Limited, the wetlands is 5.0 hectares, constructed within native soils and having an overall depth of 1.0 to 1.2 meters, with the water level controlled by the outlet structure. Corrugated plastic baffles are used within the wetlands to limit short circuiting. In the Operations Manual, the Cobalt Constructed Wetlands is described as having a rated capacity of 1063 m³/day and, under normal operating conditions, the system has a retention time of 13 days.

The system includes a facility for augmentation of flow from Sasaginiga Creek, associated piping, valves, and control systems.

Sasaginaga Creek eventually flows into Farr Creak which eventually discharges into Lake Temiskaming.

SCHEDULE B - Definitions

In this Agreement, the following terms are defined below or in the section in which they first appear:

“Agreement” means this agreement together with Schedules A, B, C, D, E, F, F1, G, H, and I attached hereto and all amendments made hereto by written agreement between OCWA and the Client.

“Annual Price” is defined in Section 1 under Schedule D of this Agreement.

“Applicable Laws” means any and all statutes, by-laws, regulations, permits, approvals, standards, guidelines, certificates of approval, licences, judgments, orders, injunctions, authorizations, directives, whether federal, provincial or municipal including, but not limited to all laws relating to occupational health and safety matters, fire prevention and protection, health protection and promotion, land use planning, environment, Building Code, or workers’ compensation matters and includes Environmental Laws.

“Approved Major Maintenance Expenditures” is defined in Paragraph 4.6(b) of this Agreement.

“Authorizations” means any by-laws, licences, certificates of approval, permits, consents and other authorizations or approvals required under Applicable Laws from time to time in order to operate the Facilities.

“Authorized Representative(s)” is defined in Section 2.4 of this Agreement.

“Business Days” means a day other than a Saturday, Sunday or statutory holiday in Ontario.

“Business Hours” means the hours between 8:00 a.m. and 4:00 p.m. on a Business Day.

“Capital Projects” is defined in Section 4.7(a) of this Agreement.

“Change in Applicable Laws” means the enactment, adoption, promulgation, modification, issuance, repeal or amendment of any Applicable Laws that occur after the date this Agreement is executed by both Parties.

“Change Order” means the document shown in Schedule “H” describing the changes to the Agreement agreed to by both parties.

“Chemical Costs” is defined in Section 4.15(a).

“Claim” means any claim, fine, penalty, liability, damages, loss and judgments (including but not limited to, costs and expenses incidental thereto).

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to the CPI of September of the current Year. For example, the CPI Adjustment for Year 2022 is the CPI of September 2021 divided by the CPI of September 2020.

“Current Annual Chemical Cost” is defined in Section 4.15(a).

“Current Annual Natural Gas Cost” is defined in Section 4.14(a).

“Current Term” is defined in Paragraph 4(c) under Schedule D of this Agreement.

“Crown” means Her Majesty the Queen in Right of Ontario.

“Drinking Water Quality Management Standard (DWQMS)” means the standard that sets out the minimum requirements for the operation of a drinking water system.

“Effective Date” is defined on Page 1 of this Agreement.

“Environmental Laws” means, any and all statutes, by-laws, regulations, permits, approvals, certificates of approval, licences, judgments, orders, judicial decisions, injunctions, and authorizations related to environmental matters or occupational health and safety and which are applicable to the operation of water and wastewater treatment facilities.

“ESA” means the Electrical Safety Authority.

“Facilities” is defined in Paragraph (b) of the Recitals to this Agreement and further described in Schedule A.

“Hydro Costs” means hydroelectricity costs due to the operation and maintenance of the Facilities.

“Indemnification Process” means the procedures a Party is required to follow to obtain indemnification:

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and

- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

"Indemnified Parties" is defined in Paragraph 3.3(a) of this Agreement.

"Indemnifying Party" means the Party responsible for dealing with any Claims and paying out any Claims.

"Initial Term" is defined in Section 4.1 of this Agreement.

"Insurance" is defined in Paragraph 2.7(a) and further described in Schedule E.

"Intellectual Property Rights" means any copyright, trademark, patent, registered design, design right, topography right, service mark, application to register any of the aforementioned rights, trade secret, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever in any part of the world.

"Major Maintenance Expenditures" is defined in Paragraph 4.6(a) of this Agreement.

"MECP" means the (Ontario) Ministry of the Environment, Conservation and Parks.

"MOL" means the (Ontario) Ministry of Labour.

"Natural Gas Costs" is defined in Section 4.14(a).

"OHSA" means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.I.

"Optional Services" means any services not included in the Annual Price that the Client and OCWA agree in writing to designate as "Optional Services" subject to Section 4.12.

"Outpost 5" means a remote monitoring and control system designed and constructed by OCWA and its consultants for the purpose of monitoring and controlling processes at water treatment facilities and their related parts.

"Overall Responsible Operator" means the person who will act as the overall responsible operator pursuant to Section 23 of O. Reg. 128/04 under the *Safe Drinking Water Act, 2002* (the "SDWA") and Section 15 of O. Reg. 129/04 under the *Ontario Water Resources Act* (the "OWRA") in respect of the Facilities.

"OWRA" means the *Ontario Water Resources Act*, R.S.O. 1990.

"Parties" is defined in Paragraph (d) of the Recitals to the Agreement.

“PDM” or “Process Data Management” means technology that allows process data to be entered into a format that can be viewed, manipulated and retrieved in the form of customized reports.

“Pre-existing Condition” is defined in Section 2.5 of this Agreement.

“Renewal Term” is defined in Section 4.1 of this Agreement.

“Routine Maintenance” means regular and/or repetitive activities recommended by the equipment or facility manufacturer or practices of a prudent operator to maintain the reasonably expected service life of the equipment and components thereof and includes preventative maintenance.

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

“Service Fee” is defined and described in Schedule D.

“Services” is defined in Section 2.1 of this Agreement.

“Technology” is defined in Section 7.1 of this Agreement.

“Uncontrollable Circumstance” is defined in Paragraph 2.2(c) of this Agreement.

“Unexpected Expenses” is defined in Paragraph 4.8(a) of this Agreement.

“Utility Costs” means the costs of natural gas used in the operation of the Facilities.

“WMMS” or “Work Management Maintenance System” means a computer program used to determine a program of preventive maintenance activities for equipment in a facility based on a risk analysis that considers factors such as equipment life expectancy, present value and replacement cost.

“Year” means the three hundred and sixty-five (365) day period from January 1 to December 31 of the following calendar year.

SCHEDULE C - The Services

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. Staffing

- (a) certified operator(s) to attend at the Facilities as required under normal operating conditions on Business Days and during Business Hours and supply other personnel as may be necessary to operate, maintain and manage the Facilities under normal operating conditions in compliance with the requirements of Applicable Laws, terms of an Agreement, including management, operation, routine maintenance, administration and reporting;
- (b) supply a certified operator(s), who will be on call 24 hours per day, 365 days per year to respond to emergency conditions in respect of the operation of the Facilities, with all costs charged to the Client in accordance with Appendix D herein;
- (c) provide all necessary training and continuing education for OCWA staff to ensure the continued operation of the Facilities, in accordance with all Applicable Laws;
- (d) provide an Overall Responsible Operator for the Facilities.

2. Regulatory and Facility Performance Reporting

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement, including Environmental Compliance Approval (ECA), Wastewater Systems Effluent Regulations (WSER), Municipal Drinking Water License (MDWL), Drinking Water Works Permit (DWWP) and Permit to take Water (PTTW);
- (b) prepare for and accommodate MECP for inspections;
- (c) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MECP amendments to a deficiency;
- (d) report to the Client and the MECP non-compliance with a regulatory requirement;
- (e) maintain Drinking Water Quality Management Standard;
- (f) OCWA shall provide a facility performance report for each facility, within forty-five (45) days of the completion of each quarter or such other period as the Client and OCWA may agree upon.

- a. Additional reports shall include:

- b. Quarterly maintenance work summary
 - c. Quarterly call-in summary
- 3. Operations Manuals
 - (a) Recommend to the Client, any section in the operating manuals that should be modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.
- 4. Initial Inventory
 - (a) develop and maintain an inventory of the Client's original equipment tools and attractables in place as of the effective date of the Agreement;
 - (b) develop inventory of critical spare parts.
- 5. Change In Laws
 - (a) Notify the Client of any modifications or changes to the Services or the Facilities required to comply with any Change in Laws and subject to Client approval make the required modifications or changes at an additional cost.
- 6. Facility Emergency Preparedness
 - (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
 - (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.
- 7. General
 - (a) good housekeeping to maintain a safe work environment;
 - i. This includes snow removal on walkways and doorways;
 - ii. Snow removal of snowbanks and clearing of driveways, both inside and outside the fencing following winter snow events is not included in this agreement and is the Client's responsibility;
 - (b) Operate and maintain security systems at the Facilities by monitoring the CCTV and locking fences and gates and notifying the Client of the need for any repairs (security alarm systems, fences, gates);
 - (c) provide mobile communications services;
 - (d) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical,

instrumentation and communication;

- (e) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;

8. Major Maintenance Recommendations

- (a) before November 30th (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures for all facilities, annual replacement needs, inventory needs and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;

9. Vehicles

- (a) Maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);

A - Services for Water Treatment System

10. Routine Operations & Maintenance:

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) coordination of chemical supply with chemical vendors;
 - (vi) checks and responses to alarms during Business Hours;
 - (vii) inspection of process control equipment to ensure proper operation of disinfection system, coagulation, flocculation, sedimentation, filtration system, pumps, valves, chemicals system, online monitors and standby power;
 - (viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;

- (x) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xi) utilize Client's SCADA system for trending review and reporting, gap analysis, testing, and compliance;
- (b) perform generator regular monthly testing;

B - Services for Water Distribution System & Storage (Tower)

11. Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) checks and response to alarms during Business Hours;
 - (vii) inspection of process control equipment to ensure proper operation of disinfection system, pumps, valves, chemicals system;
 - (viii) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, and routine checklists as required by Applicable Laws;
 - (ix) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (x) detection of significant water loss based on monitoring of flow readings and ground water reservoir's for levels and pressures
 - (xi) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (xii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (b) operation and visual inspection of the water tower;

- (c) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, instrumentation and communication;
- (d) implement and utilize a maintenance management system which shall record information related to the maintenance of the Facilities;
- (e) Provide ORO services.

C – Services for Cobalt Constructed Wetlands

(a) Routine Operations & Maintenance

(b) in providing routine operation of the Facilities, OCWA will conduct:

- (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
- (ii) instrumentation cleaning, calibration;
- (iii) sampling and/or on-site analysis;
- (iv) sample collection, preservation, packing and shipment for off-site analysis as required by Applicable Laws at the time of the commencement of this Agreement;
- (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement, excluding additional sampling resulting from the Provincial Officer's Order and the Assimilitative study;
- (vi) coordination of chemical supply with chemical vendors;
- (vii) checks and response to alarms during Business Hours;
- (viii) inspection of process control equipment to ensure proper operation of bar screen, muffin monster and grit channels, and valves;
- (ix) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
- (x) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
- (xi) calculation, recording and analysis of the amount of wastewater treated daily and monthly flows, pumping station run hours and standby equipment running hours
- (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;

- (xiii) monitor and adjust dosages of process chemicals;
- (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (xv) removal screening;
- (xvi) coordination of removal of biosolids from the Facilities in accordance with applicable MECP Guidelines for sludge disposal to the sites approved and permitted by the Client to receive such sludge and biosolids. All work to be in accordance with MECP's "Guideline for Sludge Utilization on Agricultural Lands", dated October 1992. The client will be responsible for the removal of sludge and grit and deposition at an appropriate facility.

E - Services for Wastewater Collection System.

12. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, calibration;
 - (iii) checks and response to alarms during Business Hours;
 - (iv) inspection of process control equipment to ensure proper operation of the pumping station and forcemain to ensure proper operation;
 - (v) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
 - (vi) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the quarterly report;
 - (vii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
 - (viii) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (b) Provide ORO services

G - Sludge

The Client acknowledges that OCWA is responsible for the coordination of sludge removal and the Client is responsible for the costs.

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) water meter installation/replacement/reading;
- (b) water service disconnect and reconnect;
- (c) new water service installation or connection inspection;
- (d) clearwell cleaning;
- (e) back flow prevention measures;
- (f) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections;
- (g) sewer system locates as set out by applicable legislation and Ontario One Call;
- (h) new sewer service installation or connection inspection;
- (i) contract repair for sewer line breaks including road restoration;
- (j) inspection of repaired sewer services;
- (k) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (l) high pressure sewer flushing;
- (m) acoustic pipe inspection;
- (n) infiltration surveys, sewer camera inspections;
- (o) adjust and leveling manholes;
- (p) biosolids removal from lagoon;
- (q) lagoon depth monitoring, client to supply watercraft;
- (r) odour control system;
- (s) fire extinguisher inspections;
- (t) lifting device inspections;

2. Watermain Services

- (a) contract repair for watermain breaks including road restoration;

- (b) inspection of repaired water pipes;
- (c) new watermain conditioning;
- (d) watermain swabbing;
- (e) intake inspection;
- (f) leak detection;
- (g) chamber inspections, monitoring
- (h) flushing, opening, exercising and winterizing of water hydrants as required;
- (i) locate, identify and establish valve turning maintenance program.

3. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) provide assistance and/or complete applicable funding applications;
- (d) initial condition inspection;
- (e) financial plans for water infrastructure.

4. hydrant Services

- (a) hydrant flow testing;
- (b) hydrant repairs;
- (c) painting hydrants;
- (d) main distribution shut-off valves exercising;

5. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE D - The Annual Price And Other Charges and Adjustments

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the "Annual Price"):

- (i) For Year One from April 2, 2022 through to December 31, 2022 inclusive: \$160,631.25
- (ii) For Year Two from January 1, 2023 through to December 31, 2023 inclusive : \$218,458.50
- (iii) For Year Three and subsequent Years: \$218,458.50 plus a 2% fixed inflationary adjustment, plus an adjustment for flows if required, plus an adjustment for maintaining the Insurance which is renewed annually by OCWA. In Year Three of the Agreement, the inflationary adjustment shall be added to the Annual Price for Year Two of the Agreement and for Subsequent Years, on a cumulative basis.

2. Payment of the Annual Price

- (i) In Year One of the Initial Term, the monthly payment of the Annual Price shall be \$17,847.92
- (ii) In Year Two of the Initial Term, the monthly payment of the Annual Price shall be \$18,204.88.

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (i) Labour rates on Business Days, Monday to Friday, 7:30 to 16:00 shall be billed as per the following listing at the regular hourly rate.
- (ii) Labour rates on statutory holidays shall be billed at a minimum 8 hour flat rate charge of \$800.00.
- (iii) Labour rates at all other times (after hours and on weekends) shall be billed as per the Emergency and O/T rates with a minimum 4 hour charge (call out) of \$400 per person. However, the Client shall only pay for those call outs due to power failure,

facility equipment failure, acts of God (e.g. storms, high flow situations), and those initiated by the Client due to operational issues.

- (iv) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.

(v)

Position Title	Regular Hourly Rate	Emergency & O/T Rates
Regional Hub Manager	\$125	\$190
Sr. Operations Manager	\$105	\$160
Instrumentation Technician	\$85	\$130
Mechanic / Operator	\$85	\$130
Senior Operator / Team Lead	\$80	\$120
Operator	\$75	\$115
Process Technician	\$85	\$130
Operator-in-training	\$65	\$98

These rates will be reviewed on an annual basis and the client shall be advised of any changes. Vehicle costs are included in this pricing.

- (vi) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee;

4. Service Fee

“Service Fee” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% on the first \$50,000
- (b) Amounts over \$50,000 quoted price

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per Occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2022, subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2022, subject to change on an annual basis.

SCHEDULE F and F1 - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

All Pre-existing Conditions identified in the Director's Order No. 1-ROGQN signed on January 26, 2022 and any of its attachments ("Order") attached as Schedule F1.

OCWA will notify the Client of any changes to the Services or the Facilities required to comply with the Order and will seek Client's approval to make the required changes at an additional cost to the Client. Client's failure to approve any such changes as directed by OCWA shall give OCWA the right to terminate the Agreement.

No other pre-existing conditions are known to OCWA. It is the Town of Cobalt's responsibility to advise OCWA of any known pre-existing conditions. Should there be pre-existing conditions other than those listed in this section, OCWA will advise the Client of any additional costs required to cover the operations and maintenance or repairs.

Ministry of the Environment, Conservation and Parks / Ministère de l'Environnement, de la Protection de la nature et des Parcs

Drinking Water and Environmental
Compliance Division, Northern Region
Timmins District, North Bay Office
191 Booth Road, unit 16-17
North Bay ON P1A 4K3
Tel.: 705 497-6865
Fax: 705 497-6866

Division de la conformité en matière d'eau potable
et d'environnement, Direction régionale du Nord
District de Timmins, Bureau de North Bay
191, rue Booth, Unité 16-17
North Bay ON P1A 4K3
Tél. : 705 497-6865
Téléc. : 705 497-6866

January 26, 2022

by regular mail

John Hodgson, Interim Clerk/Treasurer
The Corporation of the Town of Cobalt
P.O. Box 70
18 Silver Street
Cobalt, Ontario
P0J 1C0

**RE: Cobalt Constructed Wetlands No. 120002745
Director's Order No. 1-ROGQN**

Please find attached the above noted Director's Order No. 1-ROGQN, issued to The Corporation of the Town of Cobalt and served to you. Please review the Director's Order and take all necessary measures to comply with the due dates established.

Note that you may appeal this Order to the Ontario Land Tribunal by serving a written notice of appeal on the Ontario Land Tribunal and the Director within 15 days of service of this Director's Order. Further information about how to serve a notice of appeal can be found on page 11 of the Director's Order.

A review of Provincial Officer's Order No. 1-MV9KT was requested by The Corporation of the Town of Cobalt on November 3, 2021 titled "Appeal of Cobalt Constructed Wetland Provincial Officer's Order No. 1-MV9KT".

The Ministry of the Environment, Conservation and Parks takes all violations of the *Ontario Water Resources Act*, 1990, (ORWA) and its regulations very seriously including failing to ensure that no person shall use, operate, establish, alter, extend or replace new or existing sewage works except under and in accordance with an environmental compliance approval.

Additionally, please note that Section 116(1)(e) of the ORWA states that every director or officer of a corporation has a duty to take all reasonable care to prevent the corporation from contravening an order, direction, notice or report under this Act. Every person who has a duty under Section 116(1) and who fails to carry out that duty is guilty of an offence.

This Order is being served by mail and is deemed to be served five days after the day of mailing.

Thank you for your co-operation. If you have any questions please contact me at (705) 492-4673 or by email at greg.ault@ontario.ca.

Sincerely,



Greg Ault
District Manager

Director appointed for the purposes of s. 16.4 of the *Ontario Water Resources Act*
Drinking Water and Environmental Compliance Division
Ministry of the Environment, Conservation and Parks' Timmins District Office

- c:
- G. Othmer – Mayor, The Corporation of the Town of Cobalt
 - D. Taylor – Deputy Clerk/Treasurer, The Corporation of the Town of Cobalt
 - S. Dalley – Town Manager, The Corporation of the Town of Cobalt
 - D. Adshead – Operator, The Corporation of the Town of Cobalt
 - S. Ilersich – Water Compliance Supervisor, MECP – DWECD - North Bay Office
 - E. Spires – Water Inspector and Provincial Officer Badge #1540, MECP – DWECD - North Bay Office

Attachments

Director's Order

Environmental Protection Act, R.S.O. 1990, c. E.19 (EPA)
Nutrient Management Act, 2002, S.O. 2002, c. 4 (NMA)
Ontario Water Resources Act, R.S.O. 1990, c. O.40 (OWRA)
Pesticides Act, R.S.O. 1990, c. P.11 (PA)
Safe Drinking Water Act, 2002, S.O. 2002, c. 32 (SDWA)

Order Number
1-ROGQN

Order Issued To

THE CORPORATION OF THE TOWN OF COBALT
18 SILVER ST., COBALT, ON, P0J 1C0

Site

COBALT CONSTRUCTED WETLANDS
9 HUDSON BAY ROAD, COBALT, ON, P0J 1C0

RESPONSE TO REQUEST:

I have reviewed the Provincial Officer's Order No. **1-MV9KT** signed **22/10/2021**. I have considered the Request for Review and accompanied submissions and met with the Issuing Officer, **Erin Spires**, to discuss the Provincial Officer's Order and the submissions. I have also consulted with ministry staff from the Environmental Standards Services Division, Environmental Assessment and Permissions Division, and Regional Surface Water Assessment.

Following your submission for a Request for Review in a letter dated November 3rd, 2021, I issued a Stay Notice and Extension of Time for Review on November 5th, 2021.

For convenience and ease of reference I have attached a copy of the Provincial Officer's Order. The Review and Appeal Information and Additional Information sections in the Provincial Officer's Order are not relevant to this Director's Order. I am confirming the Provincial Officer's Order as a contraventions order as identified under the Offences section of the Provincial Officer's Report.

By this Order, issued pursuant to the provision of section 16.4(5) of the Ontario Water Resources Act, R.S.O. 1990, c.O.40, I hereby confirm and alter portions of the Order as set out below.

Item No. 1: ASSIMILATIVE CAPACITY STUDY

1. I have revoked condition 1.
2. I have amended the compliance date for condition 2 from February 28th, 2022 to May 31st, 2022.
3. I have confirmed condition 3.
4. I have amended condition 4 from "... shall submit the assimilative capacity study ..." to "... shall submit the final draft of the assimilative capacity study" for clarity.

5. I have amended the compliance date for condition 4 from September 30th, 2022 to December 31st, 2022.

Item No. 2: MONITORING AND RECORDING

6. I have confirmed conditions 5 through to condition 11.

Item No. 3: MAINTENANCE

7. I have confirmed condition 12 and condition 13.
8. I have revoked condition 14 and condition 15.
9. I have amended the compliance date for condition 16 from February 28th, 2022 to May 31st, 2022.
10. I have amended condition 17 for clarity to include that the standard operating procedure in condition 16 comes into effect once developed and provided to the Provincial Officer.
11. I have confirmed condition 18.

Item No. 4: BYPASS/OVERFLOW EVENTS

12. I have confirmed condition 19 and 20.

Item No. 5: REPORTING

13. I have confirmed conditions 21 through to 30.

Schedule A: MONITORING PROGRAM

14. I have amended the Sample Type column of the table for Sasaginaga Creek samples in Schedule A from 24-hour composite samples to grab samples as requested.

For ease of reference, the Director's Order has been renumbered and now reads as follows:

ASSIMILATIVE CAPACITY STUDY

Item No. 1 Compliance Date: May 31st, 2022

The Corporation of the Town of Cobalt shall prepare and submit to the District Manager a Work Plan for completing an assimilative capacity study on the receiver, Sasaginaga Creek. The Work Plan shall include, at a minimum, the following information:

- a. Identify anyone involved with completing the assimilative capacity study including Qualified Consultant(s) familiar with the requirements of the Ontario Water Resources Act, Environmental Protection Act, and municipal class environmental assessment for water and sewage works;
- b. Indicate a notification process for individuals identified in Condition 1.a and ministry staff at regular intervals;
- c. Describe the assimilative capacity study including:
 - i. Identifying the parameters of concern,
 - ii. References to any historical data used,
 - iii. Any additional monitoring including sample locations, frequency, and methods,
 - iv. All dates of samples collected,
 - v. The scope of the assimilative capacity study,
 - vi. Methodology of the assimilative capacity study, and;
 - vii. Defining the location of the assimilative capacity study and watershed being studied.
- d. Timeline of deliverables; and,
- e. Define the purpose of the assimilative capacity study and identify the goals.

Item No. 2 Compliance Date: January 26th, 2022

The Corporation of the Town of Cobalt shall undertake the assimilative capacity study of receiving water body, Sasaginaga Creek, within 60 days of the District Manager approving the Work Plan referred to in Item No. 1 of this Order. The methods and protocols for completing an assimilative capacity study shall conform to the methods and protocols specified in the Ministry's Procedure B-1-5, "Deriving Receiving Water Based Point Source Effluent Requirements for Ontario Works", as amended or as directed by the District Manager.

Item No. 3 Compliance Date: December 31st, 2022

The Corporation of the Town of Cobalt shall submit the final draft of the assimilative capacity study required by Item No. 2 of this Order to Erin Spires, Provincial Officer Badge No. 1540, Ministry of the Environment, Conservation and Parks North Bay Office. The assimilative capacity study is to be reviewed and concurred by the Ministry's Regional Surface Water Assessment Staff prior to acceptance.

MONITORING AND RECORDING

Item No. 4

Compliance Date: January 26th, 2022

1. Effective upon service of the Director's Order, the Corporation of the Town of Cobalt shall implement the monitoring program attached as Schedule A of this Order and record all results. All samples and measurements are to be taken at a time, and in a location, characteristic of the quality and quantity of the influent, effluent, or surface water being monitored.
2. In addition to the scheduled monitoring program required in Condition 1 of Item No. 4 of this Order, the Corporation of the Town of Cobalt shall collect daily sample(s) of the Final Effluent, on any day when there is any situation outside Normal Operating Conditions, and analyze for all effluent parameters outlined in Schedule A that require composite samples, following the same protocol specified in this condition for the regular samples. If the Event occurs on a scheduled monitoring day, the regular sampling requirements prevail. If representative sample for the effluent parameter(s) that require grab sample cannot be obtained, they shall be collected after the Event at the earliest time when situation returns to normal.
3. The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following documents and all analysis shall be conducted by a laboratory accredited to the ISO/IEC:17025 standard or as directed by the District Manager:
 - a. the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only), as amended;
 - b. the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater Version 2.0" (January 2016), PIBS 2724e02, as amended; and,
 - c. the publication "Standard Methods for the Examination of Water and Wastewater", as amended.
4. All samples required by this Order are in addition to any samples that may be required by any other order or approval and shall be representative of the volume and nature of the monitored discharge.
5. The Corporation of the Town of Cobalt shall monitor and record the flow rate and daily quantity using flow measuring devices calibrated to an accuracy within plus or minus 15 per cent (+/- 15%) of the actual flowrate of the following:
 - a. Influent flow to the Cobalt Constructed Wetlands, and;
 - b. Effluent flow discharging from the Cobalt Constructed Wetland.
6. The Corporation of the Town of Cobalt shall ensure that the volume of Influent and the volume of Final Effluent are measured and recorded at least twice per week, including any day that a sample is collected.
7. The Corporation of the Town of Cobalt shall retain for a minimum of five (5) years from the date of their creation, all records and information related to or resulting from the monitoring activities required by this Order.

MAINTENANCE

Item No. 5 **Compliance Date: January 26th, 2022**

1. Effective upon service of the Director's Order, the Corporation of the Town of Cobalt shall carry out the following maintenance program:
 - a. The flow measuring devices specified in Condition 5 of Item No. 4 of this Order are to be calibrated at least every 12 months from the date of the last calibration and after any adjustments are made to the flow measuring devices.
 - b. A report on the calibration required by Condition 1.a. of Item No. 5 of this Order shall be provided to the District Manager within 30 days of completing the calibration.
2. Licenced Operators shall conduct the following maintenance at a minimum of twice per week:
 - a. Check and record effluent flows and ensure that the flowmeter and chart recorder are working properly.
 - b. Inspect the final effluent weir, effluent chamber and bar screen and remove debris/obstructions.
 - c. Ensure that the effluent building and chamber are clean and easily accessible.
3. Once temperatures reach freezing (below 0°C), the Corporation of the Town of Cobalt shall ensure that Licenced Operators:
 - a. Visually inspect the final effluent weir and effluent chamber at least three times a week, excluding weekend and holidays,
 - b. Remove any ice from the weir as required, and;
 - c. Ensure the equipment used to prevent freezing (including the heat trace in still well, effluent building heater, and wind break at back of the effluent chamber) are maintained and kept in good repair.

Item No. 6 **Compliance Date: May 31st, 2022**

The Corporation of the Town of Cobalt shall provide to Erin Spires, Provincial Officer Badge No. 1540, Ministry of the Environment, Conservation and Parks North Bay Office, a written plan identifying the actions to be taken for managing sludge in the forebay of the Wetlands in accordance with an Environmental Compliance Approval. The plan shall include, but is not limited to, identifying:

- a. The amount of sludge currently in the forebay, and a plan for measuring sludge annually,
- b. Determining a plan and schedule for regularly managing sludge, including;
 - i. Retaining the services of a certified septage hauler to remove and dispose of the solids at an approved sewage treatment facility or septage disposal site, or;
 - ii. Retaining the services of an approved contractor to ensure that sludge is managed in accordance with an Environmental Compliance Approval.
- c. Creating a standard operating procedure for the management of sludge in emergency situations using the chosen services for managing sludge as described in Condition 1.b. i. or ii. of Item No. 6 of this Order.

The above standard operating procedure and plan(s) for the management of sludge shall be implemented by the Corporation of the Town of Cobalt once provided to Erin Spires, Provincial Officer Badge No. 1540, Ministry of the Environment, Conservation and Parks North Bay Office.

Item No. 7 Compliance Date: May 31st, 2022

Within 7 (seven) days of the Corporation of the Town of Cobalt implementing the plan(s) described in Condition 1 of Item No. 6 of this Order, written notification shall be provided to the District Manager including, at a minimum, the following:

- a. A copy of the Environmental Compliance Approval associated with the company chosen to manage sludge.
- b. A copy of the Environmental Compliance Approval associated with the site the sewage is to be hauled to, and;
- c. A copy of records provided for indicating the amount of sludge hauled, dates, name of the company that was used, and the site the sludge was being disposed of.

Item No. 8 Compliance Date: January 26th, 2022

Effective upon service of the Director's Order, the above maintenance activities are to be recorded and documented in the logbook. The required above plans and procedures are to be kept onsite in the operations and maintenance manuals. Logbooks and operations and maintenance manuals are to be made available for review by a Provincial Officer upon request.

BYPASSES/OVERFLOWS

Item No. 9 Compliance Date: January 26th, 2022

1. Effective upon service of the Director's Order, the Corporation of the Town of Cobalt shall immediately report any bypass or overflow events to the Ministry's Spills Action Center, and the local Medical Officer of Health. The notice shall include, at a minimum:
 - a. Reason for the bypass or overflow event,
 - b. Date and time of the beginning of the bypass or overflow event, and;
 - c. Any actions taken to prevent or ameliorate the effects of the bypass or overflow event.
2. At the end of the bypass or overflow event, the Corporation of the Town of Cobalt shall immediately notify Ministry's Spills Action Center, and the local Medical Officer of Health. The notice shall include, at a minimum:
 - a. Date and time of the end of the bypass or overflow event, and;
 - b. Estimated or measured volume of the bypass or overflow event.

REPORTING

Item No. 10

Compliance Date: January 26th, 2022

1. The Corporation of the Town of Cobalt shall notify the District Manager immediately, in writing, of any non-compliance with the requirement to measure final effluent flow and shall include an outline of the corrective actions that will be taken to ensure that final effluent flow is measured as required by Conditions 5 and 6 of Item No. 4 of this Order.
2. The Corporation of the Town of Cobalt shall report to the District Manager orally as soon as possible any non-compliance with this Order, and in writing within seven (7) days of non-compliance.
3. The Corporation of the Town of Cobalt shall, within fifteen (15) days of occurrence of a spill within the meaning of Part X of the EPA, submit a full written report of the occurrence to the District Manager describing the cause and discovery of the spill, clean-up and recovery measures taken, preventative measures to be taken and schedule of implementation, in addition to fulfilling the requirements under the EPA and O. Reg. 675/98 "Classification and Exemption of Spills and Reporting of Discharges".
4. Should any sample of the Final Effluent have a reported pH value falling outside the range of 6.0 to 9.5, the District Manager shall be notified forthwith by telephone and in writing within 5 days.
5. The Corporation of the Town of Cobalt shall, upon request, make all manuals, plans, records, data, procedures and supporting documentation available to a Provincial Officer.
6. The analytical results of the analysis per Condition 1 of Item No. 4 of this Order and the flow monitoring data per Conditions 5 and 6 of Item No. 4 of this Order, shall be compiled in a monthly report and provided to the District Manager within 30 days of the end of the month being reported on. This report is to also to include:
 - a. The monthly minimum, maximum and average concentrations for the parameter analyzed at the sampling location;
 - b. The minimum, maximum and average daily flows and total monthly flow for the sample location for the month being reported on;
 - c. The monthly effluent loading for the parameters BOD₅, Total Suspended Solids and Total Phosphorous from the Final Effluent shall be reported in kilograms.
7. The Corporation of the Town of Cobalt shall prepare performance reports on a calendar year basis and submit to the District Manager by March 31 of the calendar year following the period being reported upon. The reports shall contain, but shall not be limited to, the following information pertaining to the reporting period:
 - a. a summary and interpretation of all Influent, monitoring data, and a review of the historical trend of the sewage characteristics and flow rates;
 - b. a summary and interpretation of all Final Effluent monitoring data, including concentration, flow rates, and loadings;
 - c. a summary of all operating issues encountered and corrective actions taken;
 - d. a summary of all normal and emergency repairs and maintenance activities carried out on any major structure, equipment, apparatus or mechanism forming part of the Works;
 - e. a summary of any effluent quality assurance or control measures undertaken;
 - f. a tabulation of the volume of sludge generated, an outline of anticipated volumes to be generated in the next reporting period and a summary of the locations to where the sludge was disposed; and,
 - g. a summary of any complaints received, including odour complaints, and any steps taken to address the complaints.
8. The Corporation of the Town of Cobalt shall immediately investigate any odour complaint(s) attributed to the

operation of the Sewage Works and take appropriate corrective actions.

9. In the event that there are exposed solids within the forebay of the Sewage Works, the Corporation of the Town of Cobalt shall immediately take corrective action. This may include, but is not limited to, covering the exposed solids with water / effluent or retaining the services of a certified septage hauler to remove and dispose of the solids at an approved sewage treatment facility or septage disposal site.
10. The Corporation of the Town of Cobalt shall immediately notify the District Manager in writing of any changes affecting the capacity of the Sewage Works or the nature of any discharge from the Sewage Works.

REASONS FOR RESPONSE

1. I have removed condition 1 as the Corporation of the Town of Cobalt indicated that they may be unable to complete the data quality review due to their records and that the timeframe of the data quality review would extend beyond the scope of data needed to complete the assimilative capacity study. The ministry has also observed that the monthly data provided in recent years is being reviewed and there are less reporting errors as a result. An extensive data quality review may not be needed if recent data is being used in the assimilative capacity study.
2. I have amended the compliance date for condition 2 to coincide with the issuance of this Order and to provide enough time for the Orderes to complete the work.
3. I have confirmed condition 3 as the request to change the date to complete the assimilative capacity study was based on completing the data quality review which has been removed.
4. I have amended the compliance date for work ordered in condition 4 to coincide with the issuance of this Order and to provide the Orderes with enough time to complete the work. I have referenced the final draft of the assimilative capacity study for clarity.
5. I have confirmed conditions 5 through to 11 as required for monitoring and recording of the Site to enable the owner to evaluate and demonstrate the performance of the Site, on a continual basis, so that the Site is properly operated and maintained.
6. Condition 9 states that the owner shall ensure that the final effluent flow is measured to within +/- 15% accuracy. It is the ministry's opinion that this condition is reasonable and is based on information provided by the Corporation of the Town of Cobalt, Story Environmental Inc., OCWA, and the ministry's Environmental Permissions Branch.

This condition does not prevent the Corporation of the Town of Cobalt from evaluating the need to replace the final effluent weir or replacing the final effluent weir as part of regular maintenance of the Site. I have not agreed to add a condition to replace the final effluent weir by November 30, 2022 as outlined in the Request for Review.

7. I have confirmed condition 12 and condition 13 as required for monitoring and recording of the Site to enable the owner to evaluate and demonstrate the performance of the Site, on a continual basis, so that the Site is properly operated and maintained.
8. I have removed condition 14 and 15. I agree that construction on the inner berms may impact the final effluent and sample results collected for the assimilative capacity study.

9. I have amended the compliance date for work ordered in condition 16 to coincide with the issuance of this Director's Order and to provide the Orderes with enough time to complete the work.
10. I have amended condition 17 to include that the standard operating procedure for sludge management comes into effect once developed and provided to the Provincial Officer Erin Spires for clarity.
11. I have confirmed conditions 19 and 20 regarding bypasses and overflows is included to indicate that bypasses and overflows are prohibited, except in circumstances where the failure to bypass or overflow could result in greater damage to the environment than the bypass or overflow itself. The notification and documentation requirements allow the Ministry to take action in an informed manner and will ensure the Owner is aware of the extent and frequency of bypass or overflow events.
12. I have confirmed conditions 21 through to 30 to ensure reporting is included to provide a performance record for future references, to ensure that the Ministry is made aware of problems as they arise, and to provide a compliance record for this Order.
13. I have amended the Sample Type column in Schedule A's Table: Sasaginaga Creek – upstream of final effluent discharge point (CWS-2) and downstream of final effluent discharge point (CWS-3) from "24 hr composite" to "grab sample" as requested by the Corporation of the Town of Cobalt due to difficulty in obtaining composite samples from these locations. Grab samples have been taken under the Director's Order No. 5554-7BUN8V and it is reasonable to continue to take grab samples for surface water sampling.

ATTACHMENTS

The attachments listed below form part of this Director's Order:

A copy of the Provincial Officer's Order Number 1-MV9KT and Schedule A.

ISSUING DIRECTOR

Name: Greg Ault

Address: 191 BOOTH ROAD, UNIT 16 & 17, NORTH BAY, ON, P1A 4K3

Email: greg.ault@ontario.ca

Date: January 26, 2022

Signature: 

APPEAL TO THE ONTARIO LAND TRIBUNAL INFORMATION

REQUEST FOR HEARING

You may require a hearing before the Ontario Land Tribunal if, within 15 days of service of this Director's Order, you serve written notice of your appeal on the Ontario Land Tribunal and the Director. Your notice of appeal must state the portions of this Director's Order for which a hearing is required and the grounds on which you intend to rely at the hearing. Unless you receive permission (leave) from the Ontario Land Tribunal, you are not entitled to appeal a portion of this Director's Order or to rely on grounds of appeal that are not stated in the notice of appeal. Unless stayed by the Ontario Land Tribunal, this Director's Order is effective from the date of service.

CONTACT INFORMATION

The contact information for the Director and the Ontario Land Tribunal is the following:

Registrar
Ontario Land Tribunal
655 BAY STREET, SUITE 1500
TORONTO, ON M5G 1E5
Email: OLT.Registrar@ontario.ca

and

Director
Ministry of the Environment, Conservation and Parks
Timmins District Office
191 BOOTH ROAD, UNIT 16 & 17
NORTH BAY, ON P1A 4K3
Email: greg.ault@ontario.ca
Fax: (705) 497-6866

The contact information for the Ontario Land Tribunal and further information regarding its appeal requirements can be obtained directly from the Tribunal at:

Tel: (416) 212-6349 Toll Free: 1 (866) 448-2248 or www.olt.gov.on.ca

SERVICE INFORMATION

Service of the documentation referred to above can be made personally, by mail, by fax (in the case of the Director only), by commercial courier or by email in accordance with the legislation under which this Director's Order is made and any corresponding Service Regulation.

Please note that where service is made by mail, it is deemed to be made on the fifth day after the date of mailing and choosing service by mail does not extend any of the above-mentioned timelines.

ADDITIONAL INFORMATION

Failure to comply with a requirement of this Director's Order constitutes an offence.

The requirements of this Director's Order are minimum requirements only and do not relieve you from complying with the following:

- any applicable federal legislation;
- any applicable provincial requirements that are not addressed in this Director's Order; and
- any applicable municipal law.

The requirements of this Director's Order are severable. If any requirement of this Director's Order, or the application of any requirement to any circumstance, is held invalid, such finding does not invalidate or render unenforceable the requirement in other circumstances nor does it invalidate or render unenforceable the other requirements of this Director's Order.

Further orders may be issued in accordance with the legislation as circumstances require.

The procedures to request a hearing and an appeal of this Director's Order and other information provided above are intended as a guide. The legislation should be consulted for additional details and accurate reference. Further information can be obtained from e-Laws at www.ontario.ca/laws.

Schedule A

Schedule A – Monitoring Program

Influent – Influent sample (CWS-1)

Parameters	Sample Type	Minimum Frequency
BOD5	24 hour composite	Monthly
Total Suspended Solids	24 hour composite	Monthly
Total Phosphorous	24 hour composite	Monthly
Total Kjeldahl Nitrogen	24 hour composite	Monthly
Total Ammonia Nitrogen	24 hour composite	Monthly

Final Effluent – Final Effluent sampling point (CWS-4, composite and CWS-5, grab)

Parameters	Sample Type	Minimum Frequency
BOD5	24 hour composite	Weekly
Total Suspended Solids	24 hour composite	Weekly
Total Phosphorous	24 hour composite	Weekly
Total Kjeldahl Nitrogen	24 hour composite	Weekly
Total Ammonia Nitrogen	24 hour composite	Weekly
Alkalinity	24 hour composite	Weekly
Dissolved Oxygen	Grab Sample	Weekly
pH	Grab Sample	Weekly
Temperature	Grab Sample	Weekly
E.coli	Grab Sample	Weekly
Fecal coliform	Grab Sample	Weekly
Total coliform	Grab Sample	Weekly
Arsenic	24 hour composite	Bi-annually (during the periods of April 15 – May 15 and August 15 – September 15)
Copper	24 hour composite	
Iron	24 hour composite	
Lead	24 hour composite	
Nickel	24 hour composite	
Zinc	24 hour composite	
Sulfate	24 hour composite	Monthly
Sulfide	24 hour composite	Monthly
Sulphur	24 hour composite	Monthly

Sasaginaga Creek – upstream of final effluent discharge point (CWS -2) and downstream of final effluent discharge point (CWS-3)

Parameters	Sample Type	Minimum Frequency
BOD5	Grab Sample	Monthly
Total Suspended Solids	Grab Sample	Monthly
Total Phosphorous	Grab Sample	Monthly
Total Ammonia Nitrogen	Grab Sample	Monthly
Dissolved Oxygen	Grab Sample	Monthly
pH	Grab Sample	Monthly
Temperature	Grab Sample	Monthly
E.coli	Grab Sample	Monthly
Fecal coliform	Grab Sample	Monthly
Total coliform	Grab Sample	Monthly
Arsenic	Grab Sample	Bi-annually (during the periods of April 15 – May 15 and August 15 – September 15)
Copper	Grab Sample	
Iron	Grab Sample	
Lead	Grab Sample	
Nickel	Grab Sample	
Zinc	Grab Sample	
Sulfate	Grab Sample	Monthly
Sulfide	Grab Sample	Monthly
Sulphur	Grab Sample	Monthly

Provincial Officer's Order No. 1-MV9KT

Ministry of the Environment, Conservation and Parks / Ministère de l'Environnement, de la Protection de la nature et des Parcs

Drinking Water and Environmental
Compliance Division, Northern Region
Timmins District, North Bay Office
191 Booth Road, unit 16-17
North Bay ON P1A 4K3
Tel.: 705 497-6865
Fax: 705 497-6866

Division de la conformité en matière d'eau potable
et d'environnement, Direction régionale du Nord
District de Timmins, Bureau de North Bay
191, rue Booth, Unité 16-17
North Bay ON P1A 4K3
Tél. : 705 497-6865
Télec. : 705 497-6866

October 22nd, 2021

by Regular Mail

John Hodgson, Interim Clerk/Treasurer
The Corporation of the Town of Cobalt
P.O. Box 70
18 Silver St.
Cobalt, ON P0J 1C0

**RE: Cobalt Constructed Wetlands No. 120002745
Provincial Officer's Order and Report – Order No. 1-MV9KT**

Please find attached the above noted Provincial Officer's Order No. 1-MV9KT, issued The Corporation of the Town of Cobalt and served to you. Please review the Provincial Officer's Order and Report and take all necessary measures to comply with the due dates established.

Note that you may request this Order to be reviewed by the Director. Your request must be made in writing or orally with written confirmation within seven (7) days of service of this Order and sent by mail or fax to the Director, Greg Ault. Further information about how to request a review can be obtained on page 6 of the Provincial Officer's Order.

The Ministry of the Environment, Conservation and Parks takes all violations of the Ontario Water Resources Act, 1990, (ORWA) and its regulations very seriously including failing to ensure that no person shall use, operate, establish, alter, extend or replace new or existing sewage works except under and in accordance with an environmental compliance approval.

Additionally, please note that Section 116(1)(e) of the ORWA states that every director or officer of a corporation has a duty to take all reasonable care to prevent the corporation from contravening an order, direction, notice or report under this Act. Every person who has a duty under Section 116(1) and who fails to carry out that duty is guilty of an offence.

This Order is being served by mail and is deemed to be served five days after the day of mailing.

Thank you for your co-operation. If you have any questions about the inspection process, including this information request, please contact me at (705) 358-1316 or by email at erin.spires@ontario.ca.

Sincerely,

A handwritten signature in cursive script that reads "Erin Spires". The signature is written in dark ink and is positioned above the printed name.

Erin Spires
Provincial Officer Badge #1540 and Water Inspector
Drinking Water and Environmental Compliance Division
Ministry of the Environment, Conservation and Parks' North Bay Area Office

cc:

G. Othmer – Mayor, The Corporation of the Town of Cobalt
D. Taylor – Deputy Clerk/Treasurer, The Corporation of the Town of Cobalt
D. Adshead – Operator, The Corporation of the Town of Cobalt
S. Ilersich – Water Compliance Supervisor, MECP – DWECD - North Bay Office
G. Ault, District Manager, MECP – DWECD – Timmins District Office

Attachments

Provincial Officer's Report

Order Number
1-MV9KT

To:

COBALT, THE CORPORATION OF THE TOWN OF
18 SILVER St
COBALT ON P0J 1C0
Canada

Site:

9 HUDSON BAY Road,
COBALT, ON, P0J 1C0,
Canada

Observations

Observations

I reasonably believe that The Corporation of the Town of Cobalt has contravened or is contravening those provisions of the OWRA as outlined in the Contraventions section of this report.

I reasonably believe that the requirements in this Order are in the public interest.

Authority to Issue Order:

I have authority as a provincial officer to issue Orders under the OWRA to further the purpose of the OWRA, namely, to provide for the conservation, protection and management of Ontario's waters and for their efficient and sustainable use, in order to promote Ontario's long-term environmental, social and economic well-being.

This Order is being issued pursuant to my authority under section 16(1) and 16.2(1) of the Ontario Water Resources Act, R.S.O. 1990, c. O.40.

Definitions:

For the purposes of this Order, the following terms shall have the meanings described below:

"Annual" means once every year;

"Bi-annually" means twice per year;

"BOD5" (also known as TBOD5) means five day biochemical oxygen demand measured in an unfiltered sample and includes carbonaceous and nitrogenous oxygen demands;

"Bypass" means diversion of sewage around the treatment process with the diverted sewage flows being returned to the sewage treatment train upstream of the Final Effluent sampling point and discharged via the final effluent weir;

"Daily" means once every day;

"Director's Order" means Director's Order Number 5554-7BUN8V, issued April 30, 2008;

"District Manager" means the District Manager of the Timmins District Office;

"Environmental Compliance Approval" means an approval issued under Part II.1 of the Environmental Protection Act;

"E.coli" refers to the thermally tolerant forms of Escherichia that can survive at 44,5 degrees Celsius;

"EPA" means the Environmental Protection Act, R.S.O. 1990, c.E.19, as amended;

"Event" means an action or occurrence, at a given location within the Site that causes a Bypass or Overflow. An Event ends when there is no recurrence of Bypass or Overflow in the 12-hour period following the last Bypass or Overflow. Overflows and Bypasses are separate Events even when they occur concurrently;

"Final Effluent" means effluent that is discharged from the Cobalt Constructed Wetlands to the environment through the final effluent weir, including all Bypasses;

"Influent" means flows to the Cobalt Constructed Wetlands from the collection system;

"Km" means kilometer;

"Licenced Operators" means a person who adjusts, inspects or evaluates a process that controls the effectiveness or efficiency of a facility, and includes a person who adjusts or directs the flow, pressure or quality of the wastewater within a wastewater collection facility and holds a licence applicable to that type of facility under O. Reg. 129/04;

"Local Medical Officer of Health" means the Medical Officer of Health for the Timiskaming District Health Unit;

"Memo" means the memo dated Nov. 4th, 2019 regarding the Town of Cobalt, Cobalt Constructed Wetland, Corrected Review of data for Cobalt Constructed Wetland effluent and Sasaginaga Creek;

"Ministry" means the Ontario Ministry of the Environment, Conservation and Parks;

"Monthly" means once every month;

"Monthly Geometric Mean Density" is the running geometric mean density for the sample results taken during a calendar month;

"Municipality" means The Corporation of the Town of Cobalt;

"Normal Operating Conditions" means the condition when all unit process(es) in a treatment train is operating within its design capacity;

"Professional Engineer" means a person entitled to practice as a Professional Engineer in the Province of Ontario under a licence issued under the Professional Engineers Act and who is qualified and has experience in sanitary engineering relating to municipal sewage works;

"OCWA" means the Ontario Clean Water Agency;

"Ontario Environmental Assessment Act" means the Environmental Assessment Act, R.S.O. 1990, c. E.18;

"Order" means this Provincial Officer's Order Number No. 1-MV9KT as it may be amended;

"Orderes" means the parties named in the Order;

"Overflow" means a discharge to the environment from the Cobalt Constructed Wetlands at designed location(s) other than the final effluent weir.

"OWRA" means the Ontario Water Resources Act, R.S.O. 1990, c. O.40, as amended;

"Provincial Officer's Report" means this 5 page report which comprises part of the Order;

"Provincial Officer" means the undersigned provincial officer or, in the event that the undersigned is unable to act, any other provincial officer authorized to act pursuant to the OWRA;

"Qualified Consultants" means a person who is a Professional Engineer and has obtained the appropriate education and training and has demonstrated experience and expertise in the areas relating to the work to be carried out by this Order. For the purposes of this Order, the Qualified Consultant(s) shall have expertise with the Ontario Water Resources Act, Environmental Protection Act, municipal class environmental assessment for water and sewage projects, and for the following; the treatment of municipal wastewater, wastewater treatment works, and the approvals process for wastewater works;

"Sewage Works" has the same meaning as provided in the OWRA;

"Single Sample Result" means the test result of a parameter in the effluent discharged on any day, as measured by a probe, analyzer or in a composite or grab sample, as required;

"Site" means the property municipally known as the Cobalt Constructed Wetland located on Hudson Bay Road, Cobalt, District of Timiskaming;

"Spill" has the same meaning as provided in Part X in the EPA;

"Weekly" means once every week.

Description of the Orderees:

The Orderees are The Corporation of the Town of Cobalt which owns the property known as the Cobalt Constructed Wetlands located on Hudson Bay Road, Cobalt, District of Timiskaming.

Description of the Site:

The Site is a municipal sewage works located in the Town of Cobalt. The property bordering on the south of the Site is a residential area within the Town of Cobalt consisting of North Avenue, Larose Avenue and Third Street. The property bordering on the west of the Site is a mixed neighbourhood along Hudson Bay Road which includes residential properties, a solar farm, the municipal garage, public works offices and the municipal arena. The property bordering to the north of the site is mainly forested and includes a cemetery and a number of private residences. The property bordering to the east of the Site includes Highway 11B and the Ontario Northland Railway right of way. On the east side of the highway is a residential area located within the Township of Coleman which is locally known as Mileage 104.

The Site receives the municipal sewage from the sanitary sewage collection system in the municipality and provides primary settling within the forebay prior to discharge into the constructed wetland which subsequently discharges to Sasaginaga Creek.

Sasaginaga Creek flows under the highway and runs adjacent to thirty residences at Mileage 104. The residences of Mileage 104 are served by private wells and are located approximately five hundred meters downstream from the discharge into Sasaginaga Creek.

Sasaginaga Creek joins with Farr Creek approximately 1.54 km past Mileage 104 and flows through a residential area of North Cobalt. The North Cobalt Lagoon (serving the residences of North Cobalt, City of Temiskaming Shores) discharges treated effluent to Farr Creek approximately 1 km downstream of North Cobalt. The North Cobalt Lagoon is a continuous discharge aerated sewage lagoon equipped with UV treatment to reduce bacteria discharged to Farr Creek. Farr Creek flows into Lake Timiskaming approximately 800 m downstream of the North Cobalt Lagoon's final effluent discharge point.

Events Leading to the Provincial Officer's Order:

The Director's Order allowed the municipality to operate the Site, required an assessment and improvements to the Site, and required surface water monitoring of the receiver; Sasaginaga Creek. The municipality did not complete the assessment of the treatment works as required and failed to demonstrate to the ministry that the Site was capable of meeting final effluent conditions on a monthly basis. The municipality indicated that the Site could meet the monthly final effluent requirements and the requirement for an assimilative capacity study was removed. Impacts to the receiver, Sasaginaga Creek, were not known. The ministry has continued to review and comment on information provided by the municipality. However, the municipality has failed to meet the requirements of the Director's Order and have not provided a complete environmental compliance approval application.

An inspection of the Site was conducted in 2017 and identified a number of violations of the OWRA and Director's Order. The

inspection indicated that overestimation of the final effluent flow rate being discharged from the Site may constitute a noncompliance with conditions specified in the Director's Order; however, compliance with the Director's Order was not specifically assessed during the 2017 inspection. The inspection required the municipality to provide an action plan to obtain an Environmental Compliance Approval for the Site by May 4, 2018.

On May 4, 2018, Story Environmental Inc., on behalf of the municipality, and the municipality indicated that non-compliance with the Director's Order including measuring the final effluent flows occurred from 2013-2017. Repairs to the final effluent weir were completed on November 2017, however, the weir itself would be replaced by October 2018 to ensure that flows were measured accurately. This work was not completed.

Between March 4, 2019 and April 12, 2019, the ministry repeatedly followed up with the municipality and Story Environmental Inc. who (on behalf of the municipality) indicated that no progress had been made on the action plan. The municipality indicated that they were in the process of obtaining funding for the action plan but no further information was provided.

On March 22, 2019, the municipality and OCWA (on behalf of the municipality) reported non-compliance with the final effluent weir and monthly final effluent loadings.

On April 24, 2019, the municipality submitted an outline of information to be provided to the ministry at a later date including a data review, updated action plan, and redesign of the effluent flow system. The outline referenced obtaining a valid Environmental Compliance Approval, needing additional funding to complete the project, and indicated that the proposed work would be completed by 2020.

On May 30, 2019, the municipality submitted an updated action plan which included completing a performance assessment of the wetlands, showcasing the wetlands to government officials and the ministry, and requesting leniency regarding the performance of the Site. The action plan references redesigning the weir, conducting an assimilative capacity study, and completing an Environmental Compliance Approval application after requesting leniency from the ministry. The action plan was not completed. The performance assessment of the wetlands was provided but delayed.

On July 23, 2019, I attended the Site for a routine inspection of the municipal wastewater treatment system with representatives from the municipality, Story Environmental Inc., and OCWA. It was indicated during the inspection that the final effluent weir would be replaced.

A number of non-compliance items and violations were identified in the 2019 inspection including contraventions with Items No. 6A.4(a),(b),(c) and 6A.5(b) of Director's Order No. 5554-7BUN8V (issued April 30th, 2008) and Section 61 of OWRA, 1990. Specifically, the accurate measurement of flows and calculations of final effluent loadings for BOD, TSS, and TP in winter months.

On July 23, 2019, an assessment of the final effluent weir and final effluent loadings from 2013-2017 was provided by Story Environmental Inc. (on behalf of the municipality) which indicated that the final effluent loadings were not calculated accurately.

On August 9, 2019, the ministry responded to the municipality and identified that the updated action plan falls short of meeting the Director's Order, implications of the current state of operations and non-compliance for the municipality, recommended next steps and areas for focus, and relevant background and history on the Site.

From August 15, 2019 to September 5, 2019, the ministry made several attempts to contact the municipality to set up a meeting. On September 17, 2019, the ministry received an email from Story Environmental Inc. (on behalf of the municipality) requesting a meeting to discuss the Director's Order.

On September 24, 2019, a meeting was held with the ministry, the municipality, Story Environmental Inc., and OCWA. Story Environmental Inc. indicated that the final effluent weir could not be replaced as previously indicated and the municipality requested that the final effluent flowmeter requirement be extended. Story Environmental Inc. (on behalf of the municipality) and the municipality presented information during the meeting that was inconsistent with information provided during the inspection on July 23, 2019. The municipality and Story Environmental Inc. agreed to provide an action plan for the final effluent flow meter by November 30, 2019. The municipality and Story Environmental Inc. also asked that the Director's Order be revoked. Story Environmental Inc. suggested that Sasaginaga Creek was not the receiver and that Sasaginaga Creek flowed to Mill Creek and then the Farr Creek wetlands. The ministry indicated that the assimilative capacity assessment would need to determine the mixing zone and that it wasn't acceptable to use Sasaginaga Creek (or the Farr Creek wetland) for sewage treatment. A pre-consultation with the ministry's Regional Surface Water Assessment Staff was recommend prior to completing the assimilative capacity study. The ministry also identified that the 1997 Environmental Study Report by KMK Consultants Limited identifies Sasaginaga Creek as a Policy 2 receiver and that the Site should not cause further degradation. The municipality would not commit to providing an assimilative capacity study.

On October 4, 2019, the ministry provided the municipality, OCWA, and Story Environmental Inc. a draft of the 2019 Cobalt Wetland Inspection Report which was revised to include information provided in the meeting of September 24, 2019 on the final effluent flowmeter, sludge removal, and required actions. It was also highlighted that information provided during the meeting of September 24, 2019 was inconsistent with the information provided during the inspection, and previous memos provided to the ministry.

In October 2019, the municipality indicated that maintenance work was being completed at the final effluent building and that the municipality was obtaining quotes on completing an assimilative capacity study. Comments were received on the draft inspection report, including indicating that the municipality had agreed to provide an action plan by November 30, 2019 for measuring final effluent flows to within an accuracy of 15%.

On November 4th, 2019, the ministry provided the municipality with a memo from the ministry's Regional Surface Water Assessment Staff who conducted a preliminary review of the surface water data collected from 2017 to 2019. The memo identified that the main parameters of concern, in terms of impacts to aquatic habitat in Sasaginaga Creek and safety of the Creek and downstream waters for recreational use, were total phosphorous, E.coli, and dissolved oxygen. It was also noted that Sasaginaga Creek is a small system and discharge at the specified concentrations of BOD5 25 mg/L, Total Suspended Solids 25 mg/L, and Total Phosphorous 1.5 mg/L would be expected to lead to significant adverse impacts on the aquatic habitat downstream of the discharge point.

The memo further identified that the water quality data needs to be reviewed prior to using it for an assimilative capacity assessment. A considerable amount of the data provided by the Town of Cobalt since 2008 is not reliable and may have errors (ie. incorrect measurement units, upstream and downstream sample results mixed, etc.).

On November 8, 2019, the inspection report was issued with the required action to provide a standard operating procedure for ensuring that the final effluent flows by November 30, 2019. This action plan was not received until January 20, 2020 after the ministry made multiple attempts to follow-up with the municipality. This standard operating procedure was later revised by OCWA (on behalf of the municipality) on November 6th, 2020 to address further non-compliance with the Director's Order and OWRA.

On October 17, 2020, the municipality submitted a surface water sampling plan to support an assimilative capacity study, however, the municipality cites funding issues. The surface water sampling plan identifies the sampling points established by the Director's Order for which data has been collected and available since 2008. The two additional sampling points are a significant distance downstream of the wetlands and receiver, Sasaginaga Creek. An upstream sampling point located further upstream from the intake was also added. The municipality indicated that they were not committing to providing an environmental compliance approval application for the wetlands or assimilative capacity study.

Final effluent from the Cobalt Constructed Wetlands exceeded the loading limits from the Director's Order for BOD5, Total Suspended Solids, and/or Total Phosphorous for January, February, July, and August 2021. Final effluent flows could not be curtailed and no corrective action can be taken to eliminate or prevent the exceedances.

I reasonably believe that this Order is necessary for the reasons outline above. I am issuing an Order to ensure that the municipality takes action to complete an assimilative capacity study to determine the impacts to Sasaginaga Creek while continuing to operate and maintain the Cobalt Wetlands to prevent further degradation.

Offence(s)

Suspected Violation(s)/Offence(s)

Act – Regulation – Section

Description

OWRA 53(1)

53(1) Subject to section 47.3 of the Environmental Protection Act, no person shall use, operate, establish, alter, extend or replace new or existing sewage works except under and in accordance with an environmental compliance approval. 2010, c. 16, Sched. 7, s. 3 (9).



Erin Spires

Provincial Officer

Badge Number: 1540

Provincial Officer's Order

Environmental Protection Act, R.S.O. 1990, c.E. 19 (EPA)
Nutrient Management Act, R.S.O. 2002, c. 4 (NMA)
Ontario Water Resources Act, R.S.O. 1990, c.O. 40 (OWRA)
Pesticides Act, R.S.O. 1990, c. P11 (PA)
Safe Drinking Water Act, S.O. 2002, c.32 (SDWA)

Order Number
1-MV9KT

To: COBALT, THE CORPORATION OF THE TOWN OF
18 SILVER St
COBALT ON P0J 1C0
Canada

Site: WW COBALT WASTEWATER TREATMENT CONSTRUCTED WETLANDS
9 HUDSON BAY Road,
COBALT, ON, P0J 1C0,
Canada

Work Ordered

This Order is being issued pursuant to OWRA s. 16(1) and s. 16.2 (1).

I reasonably believe that The Corporation of the Town of Cobalt has contravened or is contravening these provisions of the OWRA as outlined in the Contraventions section of this report.

I reasonably believe that the requirements in this Order are in the public interest.

The requirements set forth in this Provincial Officer's Order will remain in effect until an Environmental Compliance Approval with operational conditions for a sewage works is issued for the Corporation of the Town of Cobalt.

Pursuant to my authority in section 16 and subsection 104(2) of the Ontario Water Resources Act, I hereby require you to take all necessary steps and to do the following:

Item No. 1: ASSIMILATIVE CAPACITY STUDY

1. The Corporation of the Town of Cobalt shall ensure that a data quality review is completed on all monthly data submitted to the ministry since January 1st, 2015 to date of Order issued to ensure that the data previously submitted is accurate and complete. The findings of the data review shall be reported to the undersigned Provincial Officer by no later than February 28th, 2022. The report shall include a summary of data that is missing, abnormal, or inaccurate, and include explanations.

2. By no later than February 28th, 2022, the Corporation of the Town of Cobalt shall prepare and submit to the District Manager a Work Plan for completing an assimilative capacity study on the receiver, Sasaginaga Creek. The Work Plan shall include, at a minimum, the following information:

a. Identify anyone involved with completing the assimilative capacity study including Qualified Consultant(s) familiar with the requirements of the Ontario Water Resources Act, Environmental Protection Act, and municipal class environmental assessment for water and sewage works;

b. Indicate a notification process for individuals identified in Condition 2.a and ministry staff at regular intervals;

c. Describe the assimilative capacity study including:

i. Identifying the parameters of concern,

ii. References to any historical data used,

- iii. Any additional monitoring including sample locations, frequency, and methods,
 - iv. All dates of samples collected,
 - v. The scope of the assimilative capacity study,
 - vi. Methodology of the assimilative capacity study, and;
 - vii. Defining the location of the assimilative capacity study and watershed being studied.
- d. Timeline of deliverables; and,
- e. Define the purpose of the assimilative capacity study and identify the goals.

3. The Corporation of the Town of Cobalt shall undertake the assimilative capacity study of receiving water body, Sasaginaga Creek, within 60 days of the District Manager approving the Work Plan referred to in Condition 2 of Item No. 1 of this Order. The methods and protocols for completing an assimilative capacity study shall conform to the methods and protocols specified in the Ministry's Procedure B-1-5, "Deriving Receiving Water Based Point Source Effluent Requirements for Ontario Works", as amended or as directed by the District Manager.

4. By no later than September 30th, 2022, the Corporation of the Town of Cobalt shall submit the assimilative capacity study required by Condition 3 of Item No. 1 of this Order to Erin Spires, Provincial Officer, Ministry of the Environment, Conservation and Parks North Bay Office. The assimilative capacity study is to be reviewed and concurred by the Ministry's Regional Surface Water Assessment Staff prior to acceptance.

Item 2: MONITORING & RECORDING

5. Effective immediately, the Corporation of the Town of Cobalt shall implement the monitoring program attached as Schedule A of this Order and record all results. All samples and measurements are to be taken at a time, and in a location, characteristic of the quality and quantity of the influent, effluent, or surface water being monitored.

6. In addition to the scheduled monitoring program required in Condition 5 of Item No. 2 of this Order, the Corporation of the Town of Cobalt shall collect daily sample(s) of the Final Effluent, on any day when there is any situation outside Normal Operating Conditions, and analyze for all effluent parameters outlined in Schedule A that require composite samples, following the same protocol specified in this condition for the regular samples. If the Event occurs on a scheduled monitoring day, the regular sampling requirements prevail. If representative sample for the effluent parameter(s) that require grab sample cannot be obtained, they shall be collected after the Event at the earliest time when situation returns to normal.

7. The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following documents and all analysis shall be conducted by a laboratory accredited to the ISO/IEC:17025 standard or as directed by the District Manager:

- a. the Ministry's Procedure F-10-1, "Procedures for Sampling and Analysis Requirements for Municipal and Private Sewage Treatment Works (Liquid Waste Streams Only), as amended;
- b. the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater Version 2.0" (January 2016), PIBS 2724e02, as amended; and,
- c. the publication "Standard Methods for the Examination of Water and Wastewater", as amended.

8. All samples required by this Order are in addition to any samples that may be required by any other order or approval and shall be representative of the volume and nature of the monitored discharge.

9. The Corporation of the Town of Cobalt shall monitor and record the flow rate and daily quantity using flow measuring devices calibrated to an accuracy within plus or minus 15 per cent (+/- 15%) of the actual flowrate of the following:

- a) Influent flow to the Cobalt Constructed Wetlands, and;
- b) Effluent flow discharging from the Cobalt Constructed Wetland.

10. The Corporation of the Town of Cobalt shall ensure that the volume of Influent and the volume of Final Effluent are measured and recorded at least twice per week, including any day that a sample is collected.

11. The Corporation of the Town of Cobalt shall retain for a minimum of five (5) years from the date of their creation, all records and

information related to or resulting from the monitoring activities required by this Order.

Item No. 3 MAINTENANCE:

12. The Corporation of the Town of Cobalt shall, immediately, carry out the following maintenance program:

- a) The flow measuring devices specified in Condition 9 of Item No. 2 of this Order are to be calibrated at least every 12 months from the date of the last calibration and after any adjustments are made to the flow measuring devices.
- b) A report on the calibration required by Condition 12(a) of Item No. 3 of this Order shall be provided to the District Manager within 30 days of completing the calibration.
- c) Licenced Operators shall conduct the following maintenance at a minimum of twice per week:
 - i) Check and record effluent flows and ensure that the flowmeter and chart recorder are working properly.
 - ii) Inspect the final effluent weir, effluent chamber and bar screen and remove debris/obstructions.
 - iii) Ensure that the effluent building and chamber are clean and easily accessible.

13. Once temperatures reach freezing (below 0°C), the Corporation of the Town of Cobalt shall ensure that Licenced Operators:

- a) Visually inspect the final effluent weir and effluent chamber at least three times a week, excluding weekend and holidays,
- b) Remove any ice from the weir as required, and;
- c) Ensure the equipment used to prevent freezing (including the heat trace in still well, effluent building heater, and wind break at back of the effluent chamber) are maintained and kept in good repair.

14. The Corporation of the Town of Cobalt shall ensure that berms within the wetland cells are re-established, repaired, and maintained to slow flow within the Cobalt Constructed Wetlands and prevent short-circuiting.

15. By no later than September 30th, 2022, the Corporation of the Town of Cobalt shall provide to Erin Spires, Provincial Officer, Ministry of the Environment, Conservation and Parks North Bay Office, written confirmation and pictures demonstrating that the berms within the Cobalt Wetland cells have been re-established and repaired as required by Condition 14 of Item No. 3 of this Order.

16. By no later than February 28th, 2022, the Corporation of the Town of Cobalt shall provide to Erin Spires, Provincial Officer, Ministry of the Environment, Conservation and Parks North Bay Office, a written plan identifying the actions to be taken for managing sludge in the forebay of the Wetlands in accordance with an Environmental Compliance Approval. The plan shall include, but is not limited to, identifying:

- a) The amount of sludge currently in the forebay, and a plan for measuring sludge annually,
- b) Determining a plan and schedule for regularly managing sludge, including:
 - i. Retaining the services of a certified septage hauler to remove and dispose of the solids at an approved sewage treatment facility or septage disposal site, or;
 - ii. Retaining the services of an approved contractor to ensure that sludge is managed in accordance with an Environmental Compliance Approval.
- c) Creating a standard operating procedure for the management of sludge in emergency situations using the chosen services for managing sludge as described in Condition 16 b) i. or ii. of Item No. 3 of this Order.

17. Within 7 (seven) days of the Corporation of the Town of Cobalt implementing the plan(s) described in Condition 16 of Item No. 3 of this Order, written notification shall be provided to the District Manager including, at a minimum, the following:

- a) A copy of the Environmental Compliance Approval associated with the company chosen to manage sludge.
- b) A copy of the Environmental Compliance Approval associated with the site the sewage is to be hauled to, and;
- c) A copy of records provided for indicating the amount of sludge hauled, dates, name of the company that was used, and the site the sludge was being disposed of.

18. The above maintenance activities are to be recorded and documented in the logbook. The required above plans and procedures are to be kept onsite in the operations and maintenance manuals. Logbooks and operations and maintenance manuals are to be made available for review by a Provincial Officer upon request.

Item 4: BYPASS/OVERFLOW EVENTS

19. The Corporation of the Town of Cobalt shall immediately report any bypass or overflow events to the Ministry's Spills Action

Center, and the local Medical Officer of Health. The notice shall include, at a minimum;

- a) Reason for the bypass or overflow event,
- b) Date and time of the beginning of the bypass or overflow event, and;
- c) Any actions taken to prevent or ameliorate the effects of the bypass or overflow event.

20. At the end of the bypass or overflow event, the Corporation of the Town of Cobalt shall immediately notify Ministry's Spills Action Center, and the local Medical Officer of Health. The notice shall include, at a minimum:

- a) Date and time of the end of the bypass or overflow event, and;
- b) Estimated or measured volume of the bypass or overflow event.

Item 5: REPORTING

21. The Corporation of the Town of Cobalt shall notify the District Manager immediately, in writing, of any non-compliance with the requirement to measure final effluent flow and shall include an outline of the corrective actions that will be taken to ensure that final effluent flow is measured as required by Conditions 9 and 10 of Item No. 2 of this Order.

22. The Corporation of the Town of Cobalt shall report to the District Manager orally as soon as possible any non-compliance with this Order, and in writing within seven (7) days of non-compliance.

23. The Corporation of the Town of Cobalt shall, within fifteen (15) days of occurrence of a spill within the meaning of Part X of the EPA, submit a full written report of the occurrence to the District Manager describing the cause and discovery of the spill, clean-up and recovery measures taken, preventative measures to be taken and schedule of implementation, in addition to fulfilling the requirements under the EPA and O. Reg. 675/98 "Classification and Exemption of Spills and Reporting of Discharges".

24. Should any sample of the Final Effluent have a reported pH value falling outside the range of 6.0 to 9.5, the District Manager shall be notified forthwith by telephone and in writing within 5 days.

25. The Corporation of the Town of Cobalt shall, upon request, make all manuals, plans, records, data, procedures and supporting documentation available to a Provincial Officer.

26. The analytical results of the analysis per Condition 5 of Item No. 2 of this Order and the flow monitoring data per Conditions 9 and 10 of Item No. 2 of this Order, shall be compiled in a monthly report and provided to the District Manager within 30 days of the end of the month being reported on. This report is to also include:

- a) The monthly minimum, maximum and average concentrations for the parameter analyzed at the sampling location;
- b) The minimum, maximum and average daily flows and total monthly flow for the sample location for the month being reported on;
- c) The monthly effluent loading for the parameters BOD5, Total Suspended Solids and Total Phosphorous from the Final Effluent shall be reported in kilograms.

27. The Corporation of the Town of Cobalt shall prepare performance reports on a calendar year basis and submit to the District Manager by March 31 of the calendar year following the period being reported upon. The reports shall contain, but shall not be limited to, the following information pertaining to the reporting period:

- a) a summary and interpretation of all Influent, monitoring data, and a review of the historical trend of the sewage characteristics and flow rates;
- b) a summary and interpretation of all Final Effluent monitoring data, including concentration, flow rates, and loadings;
- c) a summary of all operating issues encountered and corrective actions taken;
- d) a summary of all normal and emergency repairs and maintenance activities carried out on any major structure, equipment, apparatus or mechanism forming part of the Works;
- e) a summary of any effluent quality assurance or control measures undertaken;
- f) a tabulation of the volume of sludge generated, an outline of anticipated volumes to be generated in the next reporting period and a summary of the locations to where the sludge was disposed; and,
- g) a summary of any complaints received, including odour complaints, and any steps taken to address the complaints.

28. The Corporation of the Town of Cobalt shall immediately investigate any odour complaint(s) attributed to the operation of the Sewage Works and take appropriate corrective actions.

29. In the event that there are exposed solids within the forebay of the Sewage Works, the Corporation of the Town of Cobalt shall immediately take corrective action. This may include, but is not limited to, covering the exposed solids with water / effluent or retaining the services of a certified septage hauler to remove and dispose of the solids at an approved sewage treatment facility or

septage disposal site.

30. The Corporation of the Town of Cobalt shall immediately notify the District Manager in writing of any changes affecting the capacity of the Sewage Works or the nature of any discharge from the Sewage Works.

- A. While this Order is in effect, a copy or copies of this order shall be posted in a conspicuous place.
- B. While the Order is in effect, report in writing, to the District or Area Office, any significant changes of operation, emission, ownership, tenancy or other legal status of the facility or operation.

This Order is being issued for the reasons set out in the annexed Provincial Officer's Report which forms part of the Order.

Issued at North Bay this 22/10/2021 (dd/mm/yyyy)

A handwritten signature in black ink, appearing to read "Erin Spires", is written over a horizontal line.

Erin Spires
Badge Number: 1540
North Bay Area Office

REVIEW AND APPEAL INFORMATION

REQUEST FOR REVIEW

You may request that this Order be reviewed by the Director. Your request must be made in writing or orally with written confirmation. Your written request or written confirmation of your oral request must be served on the Director within 7 days after the date this Order was served on you and must be served on the Director as indicated in the Contact Information below.

In your written request or written confirmation, you must:

- Specify the portions of this Order that you wish to be reviewed.
- Include any submissions to be considered by the Director with respect to issuance of this Order to you or any other person and with respect to the contents of this Order.
- Apply for a stay of this Order, if necessary.
- Provide an address for service by one of the following means, in person, by mail, by commercial courier, by fax, or by email.

In response to your request, the Director may confirm, alter/amend or revoke this Order.

The Director will serve you with a copy (written notice) of the decision to revoke this Order or of an order, a Director's Order, to confirm or alter/amend this Order, together with reasons.

DEEMED CONFIRMATION OF THIS ORDER

If within 7 days of the Director receiving your request for review you do not receive oral or written notice of the Director's decision on your request for review, this Order is considered (deemed) to have been confirmed by order of the Director and deemed to have been served upon you at the expiry of those 7 days.

APPEAL INFORMATION (REQUIRE A HEARING)

- A. If this Order is deemed confirmed as explained above, you may require a hearing by the Ontario Land Tribunal on the deemed confirmed order within 15 days of the deemed service date:
- You must serve written notice of your appeal on the Ontario Land Tribunal and the Director within those 15 days of the deemed service date.
 - Your notice must state the portions of the deemed confirmed order for which a hearing is

required and the grounds on which you intend to rely at the hearing.

- Unless you have permission (leave) of the Ontario Land Tribunal, you are not entitled to appeal a portion of the deemed confirmed order or to rely on grounds of appeal that are not stated in your notice requiring the hearing.
- Unless stayed by the Ontario Land Tribunal, the deemed confirmed order is effective from the deemed service date.
- Written notice requiring a hearing must be served on the Ontario Land Tribunal and the Director as indicated in the Contact Information below.

If this Order is confirmed or altered/amended by the Director by a written order served upon you (as opposed to the deemed confirmation noted above), such Director's Order will include the appropriate instructions for appealing that order to the Ontario Land Tribunal.

CONTACT INFORMATION

The contact information for the Director and the Ontario Land Tribunal is the following:

Registrar
Ontario Land Tribunal
655 BAY STREET, SUITE 1500
TORONTO, ON M5G 1E5
OLT.Registrar@ontario.ca

Director (Provincial Officer's Orders)
Ministry of the Environment, Conservation and Parks
Timmins District Office
North Bay Area Office
191 BOOTH ROAD, UNIT 16 & 17
NORTH BAY, ON P1A 4K3
Fax: (705) 497-6866

The contact information of the Ontario Land Tribunal and further information regarding its appeal requirements can be obtained directly from the Tribunal at:

Tel: (416) 212-6349 Toll Free 1 (866) 448-2248 www.olt.gov.on.ca

SERVICE INFORMATION

Service of the documentation referred to above can be made personally, by mail, by fax (in the case of the Director only), by commercial courier or by email in accordance with the legislation under which this Order is made and any corresponding Service Regulation.

Please note that where service is made by mail, it is deemed to be made on the fifth day after the date of mailing and choosing service by mail does not extend any of the above-mentioned timelines.

ADDITIONAL INFORMATION

Unless stayed by the Director or the Ontario Land Tribunal, this Order is effective from the date of service.

Failure to comply with a requirement of this Order constitutes an offence.

The requirements of this Order are minimum requirements only and do not relieve you from complying with the following:

- any applicable federal legislation;
- any applicable provincial requirements that are not addressed in this Order; and
- any applicable municipal law.

The requirements of this Order are severable. If any requirement of this Order, or the application of any requirement to any circumstance, is held invalid, such finding does not invalidate or render unenforceable the requirement in other circumstances nor does it invalidate or render unenforceable the other requirements of this Order.

Further orders may be issued in accordance with the legislation as circumstances require.

The procedures to request a review by the Director or require a hearing and other information provided above are intended as a guide. The legislation should be consulted for additional details and accurate reference. Further information can be obtained from e-Laws at www.ontario.ca/laws.

Schedule A – Monitoring Program

Influent – Influent sample (CWS-1)

Parameters	Sample Type	Minimum Frequency
BOD5	24 hour composite	Monthly
Total Suspended Solids	24 hour composite	Monthly
Total Phosphorous	24 hour composite	Monthly
Total Kjeldahl Nitrogen	24 hour composite	Monthly
Total Ammonia Nitrogen	24 hour composite	Monthly

Final Effluent – Final Effluent sampling point (CWS-4, composite and CWS-5, grab)

Parameters	Sample Type	Minimum Frequency
BOD5	24 hour composite	Weekly
Total Suspended Solids	24 hour composite	Weekly
Total Phosphorous	24 hour composite	Weekly
Total Kjeldahl Nitrogen	24 hour composite	Weekly
Total Ammonia Nitrogen	24 hour composite	Weekly
Alkalinity	24 hour composite	Weekly
Dissolved Oxygen	Grab Sample	Weekly
pH	Grab Sample	Weekly
Temperature	Grab Sample	Weekly
E.coli	Grab Sample	Weekly
Fecal coliform	Grab Sample	Weekly
Total coliform	Grab Sample	Weekly
Arsenic	24 hour composite	Bi-annually (during the periods of April 15 – May 15 and August 15 – September 15)
Copper	24 hour composite	
Iron	24 hour composite	
Lead	24 hour composite	
Nickel	24 hour composite	
Zinc	24 hour composite	
Sulfate	24 hour composite	Monthly
Sulfide	24 hour composite	Monthly
Sulphur	24 hour composite	Monthly

Sasaginaga Creek – upstream of final effluent discharge point (CWS -2) and downstream of final effluent discharge point (CWS-3)

Parameters	Sample Type	Minimum Frequency
BOD5	24 hour composite	Monthly
Total Suspended Solids	24 hour composite	Monthly
Total Phosphorous	24 hour composite	Monthly
Total Ammonia Nitrogen	24 hour composite	Monthly
Dissolved Oxygen	Grab Sample	Monthly
pH	Grab Sample	Monthly
Temperature	Grab Sample	Monthly
E.coli	Grab Sample	Monthly
Fecal coliform	Grab Sample	Monthly
Total coliform	Grab Sample	Monthly
Arsenic	24 hour composite	Bi-annually: (during the periods of April 15 – May 15 and August 15 – September 15)
Copper	24 hour composite	
Iron	24 hour composite	
Lead	24 hour composite	
Nickel	24 hour composite	
Zinc	24 hour composite	
Sulfate	24 hour composite	Monthly
Sulfide	24 hour composite	Monthly
Sulphur	24 hour composite	Monthly

Google Map of Site and Area



Google Earth

Image © 2021 Maxar Technologies
© 2021 Google
Image © 2021 CNES / Airbus
Earth Creek

Imagery Date: 8/2/2019 17 T 601928.74 m E 5252320.47 m N elev 260 m eye alt 5.76 km

1985

SCHEDULE G - Flows

Part 1: Increase in Flows

- (a) A significant increase in flow means a flow that is at least 10 % greater than the Base Year Flow.

“Base Year Flow” means the annual average flow volume of the three (3) years immediately preceding the Initial Term or any Renewal Term, as may be applicable.

The Base Year Flow for the water treatment facility for the Initial Term is 297,181m³ per year.

Year	Annual Flows m3
2018	195929
2019	231975
2020	292830
2021	366739

Part 2: Calculation of Flow Debit/Credit

A review of annual flows will take place as soon as the annual flows data is available. If flows have increased more than 10% over the “Base Year Flow”, an adjustment will be made to the annual fee based on related operations and maintenance costs and laboratory sampling and analysis with an explanation and backup data provided to the client.



**Ontario Clean Water Agency
Agence Ontarienne Des Eaux**

Change Order Form

[illegible]

Cost Breakdown for Change in Services

Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

SCHEDULE I - Expenditure Request and Approval to Proceed

322 Browning Street P.O. Box 513
 HAILEYBURY ON
 Phone: 705-679-4164 Fax: 705-672-2534
 Email: vlegault@ocwa.com

PART 1

Facility Name:

Project Name:

Project Number:

Estimated Project Start Date:

Total Estimated Cost of the Project: \$

Detailed Quote Attached: ☐ Yes ☐ No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

☐ Maintenance Project☐ Out of Scope Work☐ Contingency☐ Emergency☐ Health & Safety

Description of Project or Expenditure:

--

Submission Prepared By:

Name (Print)

Signature

Date

*Authorized Representative for the Municipality***PART 2**

Approval to Proceed:

☐ Approved☐ Declined☐ Deferred

Reason if Declined or Deferred

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The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

Name (Print)

Signature

Date

*Authorized Representative for the Municipality***PART 3****OCWA Internal Use Only:**

Client PO / Project #:

Date:

Project Start Date:

Project Completion

Date:

OCWA Invoice #

Date:

OCWA Account Code:

OCWA Work Order #