



BY-LAW NUMBER 085-2021

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN INDUSTRIAL WASTE SURCHARGE AGREEMENT WITH BAXTER'S BAKERY (COBOURG) INC. AND THE TOWN OF COBOURG PURSUANT TO BY-LAW NO.022-2008 BEING A BY-LAW TO CONTROL DISCHARGES TO THE MUNICIPAL SEWER SYSTEM PURSUANT TO THE *MUNICIPAL ACT, 2001, S.O. 2001, C.25.*

WHEREAS pursuant to Section 11(3)3 of the *Municipal Act, 2001 S.O. c. 25* permits a lower-tier municipality to pass by-laws, subject to the rules set out in subsection (4), respecting matters relating to Waste Management;

AND WHEREAS By-law Number 022-2008 (hereinafter referred to as the "By-Law") prohibits the discharge or deposit of sewage containing certain substances in quantities in excess of a limit set by the By-law but provides that the Town may permit the discharge of sewage which would otherwise be prohibited by the By-law to an extent fixed by agreement with the Town, under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional cost of treatment;

AND WHEREAS the Town has agreed to permit Baxter's Bakery (Cobourg) Inc. to discharge its industrial waste, the characteristics of which exceed or otherwise do not comply with the limits set out in the By-law, into its sanitary sewer system subject to terms and conditions set out within the Industrial Waste Surcharge Agreement attached hereto this By-law as Appendix "A";

AND WHEREAS Council passed a motion at the Committee of the Whole Meeting held on November 15, 2021 to authorize the Mayor and Municipal Clerk to execute an agreement between the Town of Cobourg and Baxter's Bakery (Cobourg) Inc. for the purposes of entering into an Industrial Waste Surcharge Agreement;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

- 1. THAT** the Mayor and Municipal Clerk are hereby authorized and instructed to execute an Industrial Waste Surcharge Agreement Baxter's Bakery (Cobourg) Inc. and the Town of Cobourg to allow the Company to continue to discharge, within the specified limits, and compensate the Town for the additional cost of processing their over-strength waste subject to the terms and conditions as set out within the Agreement attached as Appendix "A".
- 2. THAT** this Agreement shall take effect on the date of execution by both Parties and shall automatically renew on January 1, 2022 for a one (1) year term, and each January 1st thereafter, unless terminated pursuant to the provisions of the Agreement.
- 3. THAT** this By-law shall come into force and effect upon date of passing.

READ and finally passed in Open Council this 22nd day of November, 2021.

MAYOR

MUNICIPAL CLERK