



Ministry  
of the  
Environment

Ministère  
de  
l'Environnement

CERTIFICATE OF APPROVAL  
MUNICIPAL AND PRIVATE SEWAGE WORKS  
NUMBER 9238-6CBK55  
Issue Date: February 28, 2006

Leeds Condominium Corporation No. 7  
15 Buell Street  
Brockville, Ontario  
K6V 4X9

Site Location: Whitehouse Terrace Wastewater Treatment Plant  
Lot 5, Concession 1  
Elizabethtown-Kitley Township, United Counties of Leeds and Grenville

*You have applied in accordance with Section 53 of the Ontario Water Resources Act for approval of:*

upgrades to the existing private sewage works, with a *Rated Capacity* of 53.0 cubic metres per day and *Peak Flow Rate* of 5.0 cubic metres per hour, serving the Whitehouse Hotel as well as condominiums located directly south of the Whitehouse Hotel and two nearby detached single dwellings through the collection, transmission, treatment and subsequent disposal of sanitary sewage to the St. Lawrence River, consisting of the following:

**PROPOSED WORKS**

**SANITARY SEWERS**

- installation of new 200 millimetre diameter sanitary sewer pipes;

**SEWAGE TREATMENT PLANT**

reconstruction of the existing extended aeration secondary treatment plant located at Whitehouse Terrace (NAD83: UTM Zone 18: 447739 m E, 4939160 m N), including:

- replacement of an existing equalization tank with a new equalization tank having a capacity of 3.6 cubic metres and fitted with a baffled inlet and outlet and an internal baffle to trap grease, oils and floatables;
- replacement of the existing aeration tank with one (1) new aeration tank having dimensions of 6.45 metres long by 3.30 metres wide, with a sidewater depth of 2.89 metres, and corresponding capacity of 61.5 cubic metres, and equipped with:
  - five (5) banks of coarse bubble diffusers;
  - one (1) air flow control valve on each 150 millimetre diameter air distribution line;
- replacement of the existing secondary clarifier with one (1) new final clarifier having dimensions of 2.80 metres long by 4.25 metres wide, with a sidewater depth of 3.19 metres, and fitted with:
  - two (2) return activated sludge (RAS) pumps (one duty, one standby), each with a capacity of 0.65 litres per second against a total dynamic head (TDH) of 3.0 metres;
  - one (1) propeller-type flowmeter installed on the 50 millimetre diameter RAS line;
  - timer-actuated control valves and runtime meters for control of sludge wasting from the RAS line to the sludge storage tank via a 50 millimetre diameter waste activated sludge (WAS) transfer line;
  - one (1) 150 millimetre diameter effluent outlet pipe to the chlorine contact chamber;
- installation of a chemical feed system for phosphorus control;

- one (1) tank with a capacity of 200 litres for storage of alum solution;
- one (1) diaphragm metering pump with a capacity of 0.228 litres per hour to supply alum to the inlet of the secondary clarifier;
- a new chlorine contact chamber:
  - one (1) 3.6 cubic metre capacity baffled tank;
  - one (1) 0.10 litres per hour capacity chemical metering pump to supply sodium hypochlorite solution from one (1) 50 litres capacity storage tank with spill containment to the contact chamber;
  - one (1) 150 millimetre diameter effluent outlet pipe to the Parshall flume;
- one (1) total residual chlorine analyzer located in the blower building upstream of the Parshall flume for continuous monitoring of the final effluent;
- one (1) new Parshall flume;
- one (1) ultrasonic level transmitter for continuous on-line monitoring of the final effluent flow;

### **EXISTING WORKS**

#### **SANTARY SEWERS**

- gravity collector sewers;

#### **SEWAGE TREATMENT PLANT**

##### **Equalization Tank**

- an existing equalization tank with a capacity of 2.7 cubic metres, to be replaced as part of the *Proposed Works*;

##### **Secondary Treatment Plant**

- a rectangular extended aeration plant, including an aeration basin with a capacity of 53 cubic metres and a secondary clarifier having a volume of 8.9 cubic metres, to be replaced as part of the *Proposed Works*;

##### **Blower Building**

- an existing Blower Room housing two (2) 0.75 kilowatt lobe-type positive displacement air blowers, each with a rated capacity of 127 cubic metres per hour at a TDH of 3.5 metres, to supply the aeration tank;

##### **Effluent Disinfection System**

- one (1) sodium hypochlorite addition pump;

##### **Outfall**

- an existing 200 millimetre diameter outfall sewer discharging into the St. Lawrence River;

##### **Sludge Storage**

- one (1) below grade, two-compartment sludge storage tank with a capacity of 6.1 cubic metres;
- one (1) supernatant return line connected to the sanitary sewer leading to the sewage treatment plant headworks;

all other controls, electrical equipment, instrumentation, piping, pumps, valves and appurtenances essential for the proper operation of the aforementioned sewage *Works*;

all in accordance with the following submitted supporting documents:

1. Application for Approval of Municipal and Private Sewage Works dated March 30, 2005, and accompanying cover letter submitted by John St. Marseille of The Thompson Rosemount Group Inc., dated April 11, 2005;

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2. "Whitehouse Terrace Wastewater Treatment Plant - Design Brief" prepared by The Thompson Rosemount Group Inc. (TRG), dated March 2005;
3. Facsimiles from John St. Marseille of TRG to Andre Schnell of the Ontario Ministry of the Environment (MOE), dated July 19, 2005 and August 15, 2005;
4. E-mail with attachment dated December 9, 2005 from Marco Vincelli of TRG to Andre Schnell of the MOE;
5. Letter from David A. Hain to Andre Schnell of the MOE, dated 2005 September 19, with attached copy of the draft Responsibility Agreement;
6. Letter from Andre Schnell of the MOE to David A. Hain, c/o Leeds Condominium Corporation #7, dated November 14, 2005; and
7. Final plans and specifications prepared by R.F. Mucklestone, Consulting Engineer, dated 1965.

*For the purpose of this Certificate of Approval and the terms and conditions specified below, the following definitions apply:*

"Act" means the Ontario Water Resources Act, R.S.O. 1990, Chapter 0.40, as amended;

"Annual Average Concentration" means the arithmetic mean of the *Monthly Average Concentrations* of a contaminant in the effluent calculated for any particular calendar year;

"Annual Average Loading" means the value obtained by multiplying the *Annual Average Concentration* of a contaminant by the *Average Daily Flow* over the same calendar year;

"Average Daily Flow" means the cumulative total sewage flow to the sewage works during a calendar year divided by the number of days during which sewage was flowing to the sewage works that year;

"CBOD5" means five day carbonaceous (nitrification inhibited) biochemical oxygen demand measured in an unfiltered sample;

"Certificate" means this entire certificate of approval document, issued in accordance with Section 53 of the *Act*, and includes any schedules;

"Daily Concentration" means the concentration of a contaminant in the effluent discharged over any single day, as measured by a composite or grab sample, whichever is required;

"Director" means any *Ministry* employee appointed by the Minister pursuant to section 5 of the *Act*;

"District Manager" means the District Manager of the Kingston District Office of the *Ministry*;

"E. Coli" refers to the thermally tolerant forms of *Escherichia* that can survive at 44.5 degrees Celsius;

"Existing Works" means those portions of the sewage works previously constructed and existing on-site on the date of issuance of this *Certificate*;

"Geometric Mean Density" is the nth root of the product of multiplication of the results of n number of samples over the period specified;

"Ministry" means the Ontario Ministry of the Environment;

"Monthly Average Concentration" means the arithmetic mean of all *Daily Concentrations* of a contaminant in the effluent sampled or measured, or both, during a calendar month;

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"*Municipality*" means The Corporation of the Township of Elizabethtown-Kitley;

"*Owner*" means Leeds Condominium Corporation #7 and includes its successors and assignees;

"*Peak Flow Rate*" means the maximum rate of sewage flow for which the plant or process unit was designed;

"*Proposed Works*" means the sewage works described in the *Owner's* application, this *Certificate* and in the supporting documentation referred to herein, to the extent approved by this *Certificate*;

"*Rated Capacity*" means the *Average Daily Flow* for which the *Works* are approved to handle;

"*Regional Director*" means the Regional Director of the Eastern Region of the Ministry;

"*Substantial Completion*" has the same meaning as "*substantial performance*" in the Construction Lien Act; and

"*Works*" means the sewage works described in the *Owner's* application, this *Certificate* and in the supporting documentation referred to herein, to the extent approved by this *Certificate* and includes both *Existing Works* and *Proposed Works*.

*You are hereby notified that this approval is issued to you subject to the terms and conditions outlined below:*

### **TERMS AND CONDITIONS**

#### **1. GENERAL PROVISIONS**

- (1) The *Owner* shall ensure that any person authorized to carry out work on or operate any aspect of the *Works* is notified of this *Certificate* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- (2) Except as otherwise provided by these Conditions, the *Owner* shall design, build, install, operate and maintain the *Works* in accordance with the description given in this *Certificate*, the application for approval of the works and the submitted supporting documents and plans and specifications as listed in this *Certificate*.
- (3) Where there is a conflict between a provision of any submitted document referred to in this *Certificate* and the Conditions of this *Certificate*, the Conditions in this *Certificate* shall take precedence, and where there is a conflict between the listed submitted documents, the document bearing the most recent date shall prevail.
- (4) Where there is a conflict between the listed submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.
- (5) The requirements of this *Certificate* are severable. If any requirement of this *Certificate*, or the application of any requirement of this *Certificate* to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this certificate shall not be affected thereby.

#### **2. EXPIRY OF APPROVAL**

The approval issued by this *Certificate* will cease to apply to those parts of the *Works* which have not been constructed within five (5) years of the date of this *Certificate*.

#### **3. CHANGE OF OWNER**

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(1) The *Owner* shall notify the *District Manager* and the *Director*, in writing, of any of the following changes within thirty (30) days of the change occurring:

- (a) change of *Owner*;
- (b) change of address of the *Owner*;
- (c) change of partners where the *Owner* is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c.B17 shall be included in the notification to the *District Manager*; and
- (d) change of name of the corporation where the *Owner* is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C39 shall be included in the notification to the *District Manager*.

(2) In the event of any change in ownership of the *Works*, other than a change to a successor municipality, the *Owner* shall notify in writing the succeeding owner of the existence of this *Certificate*, and a copy of such notice shall be forwarded to the *District Manager* and the *Director*.

**4. UPON THE SUBSTANTIAL COMPLETION OF THE WORKS**

(1) Upon the *Substantial Completion* of the *Proposed Works*, the *Owner* shall prepare a statement, certified by a Professional Engineer, that the works are constructed in accordance with this *Certificate*, and upon request, shall make the written statement available for inspection by Ministry personnel.

(2) Within one (1) year of the *Substantial Completion* of the *Proposed Works*, a set of as-built drawings showing the works “as constructed” shall be prepared. These drawings shall be kept up to date through revisions undertaken from time to time and a copy shall be retained at the *Works* for the operational life of the *Works*.

**5. EFFLUENT OBJECTIVES**

(1) The *Owner* shall use best efforts to design, construct and operate the *Works* with the objective that the concentration of the materials named below as effluent parameters are not exceeded in the effluent from the *Works*.

<b>Table 1 - Effluent Objectives</b>	
<b>Effluent Parameter</b>	<b>Concentration Objective</b> (milligrams per litre unless otherwise indicated)
Column 1	Column 2
<i>CBOD5</i>	15
Total Suspended Solids	15
Total Phosphorus	0.8
Un-ionized Ammonia	0.1
Total Residual Chlorine	0.1
<i>E. Coli</i>	150 organisms per 100 millilitres

(2) For the purposes of determining compliance with subsection (1):

- (a) With respect to the *CBOD5*, Total Suspended Solids, and Total Phosphorus parameters named in Column 1 of subsection (1), the *Annual Average Concentration* of the respective parameter should not exceed the corresponding concentration set out in Column 2 of subsection (1).
- (b) With respect to the Un-ionized Ammonia and Total Residual Chlorine parameters named in Column 1 of subsection (1), the *Monthly Average Concentration* of the respective parameter should not exceed the corresponding concentration set out in Column 2 of subsection (1).
- (c) With respect to the *E. Coli* parameter named in Column 1 of subsection (1), the monthly *Geometric*

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*Mean Density* should not exceed the corresponding density set out in Column 2 of subsection (1).

(3) The *Owner* shall use best efforts to:

- (a) maintain the pH of the effluent from the *Works* within the range of 6.0 to 9.5, inclusive, at all times;
- (b) operate the *Works* within the *Rated Capacity* of 53.0 cubic metres per day and *Peak Flow Rate* of 5.0 cubic metres per hour; and
- (c) ensure that the effluent from the *Works* is essentially free of floating and settleable solids and does not contain oil or any other substance in amounts sufficient to create a visible film or sheen or foam or discoloration on the receiving waters.

(4) The *Owner* shall include in all reports submitted in accordance with Conditions 10 and 11 a summary of the efforts made and results achieved under this Condition.

**6. EFFLUENT LIMITS**

(1) The *Owner* shall operate and maintain the *Works* such that the concentrations and waste loadings of the materials named below as effluent parameters are not exceeded in the effluent from the *Works*.

<b>Table 2 - Effluent Limits</b>		
<b>Effluent Parameter</b>	<b>Average Concentration</b> (milligrams per litre unless otherwise indicated)	<b>Average Waste Loading</b> (kilograms per day unless otherwise indicated)
Column 1	Column 2	Column 3
<i>CBOD5</i>	25	1.3
Total Suspended Solids	25	1.3
Total Phosphorus	1.0	0.053
Acute Lethality to Rainbow Trout and <i>Daphnia magna</i>	Non-acutely lethal	-
pH of the effluent maintained between 6.0 to 9.5, inclusive, at all times.		

(2) For the purposes of determining compliance with and enforcing subsection (1):

- (a) With respect to the *CBOD5* and Total Suspended Solids parameters named in Column 1 of subsection (1), the *Annual Average Concentration* of the respective parameter shall not exceed the corresponding maximum concentration set out in Column 2 of subsection (1).
- (b) With respect to the Total Phosphorus parameter named in Column 1 of subsection (1), the *Annual Average Concentration* shall not exceed the corresponding maximum concentration set out in Column 2 of subsection (1).
- (c) With respect to the *CBOD5* and Total Suspended Solids parameters named in Column 1 of subsection (1), the *Annual Average Loading* of the respective parameter shall not exceed the corresponding maximum waste loading set out in Column 3 of subsection (1).
- (d) With respect to the Total Phosphorus parameter named in Column 1 of subsection (1), the *Annual Average Loading* shall not exceed the corresponding maximum waste loading set out in Column 3 of subsection (1).
- (e) The pH of the effluent shall be maintained within the limits outlined in subsection (1), at all times.

(3) If the effluent is acutely lethal to rainbow trout or *Daphnia magna*, the *Owner* must, as a minimum, carry out the

following:

(a) review the following:

- (i) effluent quality and confirm that concentrations of un-ionized ammonia in the acutely lethal effluent are within the objective level shown in Table 1;
- (ii) effluent quality and confirm that concentrations of total residual chlorine in the acutely lethal effluent are within the objective level shown in Table 1;
- (iii) plant operations around the time of the toxicity event; and
- (iv) all data available regarding plant operations and effluent quality.

If the observed effluent toxicity is not associated with un-ionized ammonia or total residual chlorine, an investigation will be undertaken to determine the cause or source of the toxicity.

(b) Upon determination of cause or source of acute lethality to rainbow trout or *Daphnia magna*, the *Owner* shall determine and implement appropriate control measures to achieve non-acutely lethal effluent and time lines for the implementation of identified control measures. The *Owner* shall submit the proposed control measures and implementation time lines for approval to the *District Manager*. Implementation of contingency measures will need to comply with Condition 9.

(4) Notwithstanding subsection (1), the *Owner* shall operate and maintain the *Works* such that the effluent is continuously disinfected so that the monthly *Geometric Mean Density* of *E. Coli* does not exceed 200 organisms per 100 millilitres of effluent discharged from the *Works*.

(5) Paragraphs (a), (c), and (e) of subsection (2) shall apply upon the issuance of this *Certificate*.

(6) Paragraphs (b) and (d) of subsection (2) shall apply upon *Substantial Completion* of the *Proposed Works*.

(7) Requirements set out in subsection (3) shall apply upon *Substantial Completion* of the *Proposed Works*.

(8) The effluent limit set out in subsection (4) shall apply upon the issuance of this *Certificate*.

## 7. OPERATION AND MAINTENANCE

(1) The *Owner* shall exercise due diligence in ensuring that, at all times, the *Works* and the related equipment and appurtenances used to achieve compliance with this *Certificate* are properly operated and maintained. Proper operation and maintenance shall include effective performance, adequate funding, adequate operator staffing and training, including training in all procedures and other requirements of this *Certificate* and the *Act* and regulations, adequate laboratory facilities, process controls and alarms and the use of process chemicals and other substances used in the *Works*.

(2) The *Owner* shall prepare an operations manual prior to the commencement of the operation of the *Proposed Works*, that includes, but is not necessarily limited to, the following information:

- (a) operating procedures for routine operation of the *Works*;
- (b) inspection programs, including frequency of inspection, for the *Works* and the methods or tests employed to detect when maintenance is necessary;
- (c) repair and maintenance programs, including the frequency of repair and maintenance for the *Works*;
- (d) procedures for the inspection and calibration of monitoring equipment;
- (e) a spill prevention control and countermeasures plan, consisting of contingency plans and procedures for dealing with equipment breakdowns, potential spills and any other abnormal situations, including notification of the *District Manager*; and

(f) procedures for receiving, responding and recording public complaints, including recording any followup actions taken.

(3) The *Owner* shall maintain the operations manual current and retain a copy at the location of the *Works* for the operational life of the *Works*. Upon request, the *Owner* shall make the manual available to *Ministry* staff.

(4) The *Owner* shall provide for the overall operation of the *Works* with an operator who holds a licence that is applicable to that type of facility and that is of the same class as or higher than the class of the facility in accordance with Ontario Regulation 129/04.

#### 8. CONTINGENCY PLAN - CONSTRUCTION

(1) The *Owner* shall prepare a contingency plan that will need to be in place prior to construction of the *Proposed Works*, to prevent the accidental discharge of raw sewage from the *Works* during construction.

(2) The *Owner* shall submit the contingency plan for required approval by the *District Manager* prior to construction of the *Proposed Works*.

#### 9. CONTINGENCY MEASURES

(1) The *Owner* shall operate the *Works* in a manner such that if noncompliance situations are encountered with regard to measurements of effluent acutely lethality on two (2) or more occasions during any given calendar year, the *Owner* shall retain an independent consulting engineer to review and determine the cause of the noncompliance situation and to identify appropriate control measures and implementation time lines for ensuring consistent non-acutely lethal effluent as stipulated in Condition 6. A report of the findings shall be prepared by the independent consulting engineer, and copies of this report shall be submitted by the *Owner* to the *District Manager* and to the *Director* within two (2) months following the effluent noncompliance situation.

(2) The *Owner* shall submit plans for the proposed control measures and implementation time lines in accordance with subsection (1) above for approval to the *District Manager*. The *Owner* shall install and implement whatever contingency measures are necessary to ensure non-acutely lethal effluent on a consistent basis.

(3) If the investigation conducted in accordance with subsection (1) above attributes the cause of effluent acute lethality to total residual chlorine (i.e., concentrations exceeding the objective level shown in Table 1), the *Owner* shall make arrangements for the installation and implementation of a system for effluent dechlorination.

(4) Prior to implementation of any contingency measures involving a process upgrade, new facilities or any other alteration of the *Works* to comply with subsections (2) and (3) above, the *Owner* shall make the necessary arrangements to ensure that all requirements of the Environmental Assessment Act have been fulfilled, that an application for approval along with supporting design information are submitted to the *Ministry* for review and assessment, and that *Ministry* approval is obtained for any such required undertakings.

#### 10. EFFLUENT MONITORING AND RECORDING

The *Owner* shall, upon commencement of operation of the *Works*, carry out the following monitoring program:

(1) All samples and measurements taken for the purposes of this *Certificate* are to be taken at a time and in a location characteristic of the quality and quantity of the effluent stream over the time period being monitored.

(2) For the purposes of this condition, the following definitions apply:

- (a) Daily means once each day;
- (b) Weekly means once each week;
- (c) Monthly means once every month; and
- (d) Quarterly means once every three months.



(3) Samples shall be collected at the following sampling points, at the frequency specified, by means of the specified sample type and analyzed for each parameter listed and all results recorded:

<b>Table 3 - Raw Sewage Monitoring - (at treatment plant inlet)</b>	
<b>Frequency</b>	Monthly
<b>Sample Type</b>	Composite*
<b>Parameters</b>	CBOD5, Total Suspended Solids, Total Phosphorus, Total Kjeldahl Nitrogen

\* 24-hour composite sample or composite of three grab samples, taken at time intervals of at least two hours over an eight-hour sampling period.

<b>Table 4 - Final Effluent Monitoring</b>		
<b>Parameters</b>	<b>Sample Type</b>	<b>Frequency</b>
CBOD5	Composite*	Weekly
Total Suspended Solids	Composite*	Weekly
Total Phosphorus	Composite*	Weekly
Total Ammonia (Ammonia + Ammonium) Nitrogen	Composite*	Weekly
Un-ionized Ammonia	Calculated**	Weekly
Nitrite	Composite*	Monthly
Nitrate	Composite*	Monthly
Acute Lethality to Rainbow Trout and <u>Daphnia magna</u>	Grab	Quarterly
<i>E. Coli</i>	Grab	Weekly
Total Residual Chlorine	On-line Analysis	Daily
pH	Grab	Weekly
Temperature	Grab	Weekly

\* 24-hour composite sample.

\*\* Calculated based on results of effluent total ammonia nitrogen, temperature and pH monitoring.

(4) The methods and protocols for sampling, analysis and recording shall conform, in order of precedence, to the methods and protocols specified in the following:

(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 from time to time by more recently published editions;

(b) the Ministry's publication "Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater" (January 1999), ISBN 0-7778-1880-9, as amended from time to time by more recently published editions;

(c) the publication "Standard Methods for the Examination of Water and Wastewater" (20th edition), as amended from time to time by more recently published editions; and

(d) the Environment Canada publications "Biological Test Method: Reference Method for Determining Acute Lethality of Effluents to Rainbow Trout" (July 1990) and "Biological Test Method: Reference Method for Determining Acute Lethality of Effluents to Daphnia magna" (July 1990), as amended from time to time by more recently published editions.

(5) The temperature and pH of the effluent from the *Works* shall be determined in the field at the time of sampling for Total Ammonia Nitrogen. The concentration of un-ionized ammonia shall be calculated using the total ammonia

concentration, pH and temperature using the methodology stipulated in "Ontario's Provincial Water Quality Objectives" dated July 1994, as amended, for ammonia (un-ionized).

(6) The *Owner* shall install and maintain the continuous flow measuring devices, to measure the flowrate of the effluent from the *Works* with an accuracy to within plus or minus 15 per cent (+/- 15%) of the actual flowrate for the entire design range of the flow measuring devices, and record the flowrate at a daily frequency.

(7) The *Owner* shall retain for a minimum of three (3) years from the date of their creation, all records and information related to or resulting from the monitoring activities required by this *Certificate*.

## 11. REPORTING

(1) One week prior to the start up of the operation of the *Proposed Works*, the *Owner* shall notify the *District Manager* (in writing) of the pending start up date.

(2) The *Owner* shall report to the *District Manager* or designate, any exceedence of any parameter specified in Condition 6 orally, as soon as reasonably possible, and in writing within seven (7) days of the exceedence.

(3) In addition to the obligations under Part X of the Environmental Protection Act, the *Owner* shall, within ten (10) working days of the occurrence of any reportable spill as defined in Ontario Regulation 675/98, bypass or loss of any product, by-product, intermediate product, oil, solvent, waste material or any other polluting substance into the environment, submit a full written report of the occurrence to the *District Manager* describing the cause and discovery of the spill or loss, clean-up and recovery measures taken, preventative measures to be taken and schedule of implementation.

(4) The *Owner* shall, upon request, make all manuals, plans, records, data, procedures and supporting documentation available to *Ministry* staff.

(5) The *Owner* shall prepare and submit to the *District Manager* a performance report, on an annual basis, within ninety (90) days following the end of the period being reported upon. The first such report shall cover the first annual period following the commencement of operation of the *Works* and subsequent reports shall be submitted to cover successive annual periods following thereafter. The reports shall contain, but shall not be limited to, the following information:

(a) a summary and interpretation of all monitoring data and a comparison to the effluent limits outlined in Condition 6, including an overview of the success and adequacy of the *Works*;

(b) a description of any operating problems encountered and corrective actions taken;

(c) a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the *Works*;

(d) a summary of any effluent quality assurance or control measures undertaken in the reporting period;

(e) a summary of the calibration and maintenance carried out on all effluent monitoring equipment;

(f) a description of efforts made and results achieved in meeting the Effluent Objectives of Condition 5;

(g) a tabulation of the volume of sludge generated in the reporting period, 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;

(h) a summary of any complaints received during the reporting period and any steps taken to address the complaints;

(i) a summary of all bypass, overflow, spill or abnormal discharge events; and

(j) any other information the *District Manager* requires from time to time.

## 12. RESPONSIBILITY AGREEMENT

(1) In accordance with the Ministry Procedure D-5-2 entitled "Application of Municipal Responsibility for Communal Water and Sewage Services", the *Owner* shall enter into a duly signed Responsibility Agreement with The Corporation of the Township of Elizabethtown-Kitley, and that is acceptable to the *Director*, within sixty (60) days of the date of issuance of this *Certificate*.

(2) The *Owner* shall submit a copy of the signed Responsibility Agreement to the *Director* and the *District Manager*.

(3) In the event that a municipality or other public authority with the power to provide sewage service to the users of the *Works*, determines to do so directly, pursuant to the Responsibility Agreement or otherwise, or is required, by the Medical Officer of Health or the *Director*, to do so, the *Owner* shall, without compensation, transfer to the *Municipality*, such parts of the *Works* and any related interests in land required for the *Works* as are determined by the *Municipality*.

(4) The *Municipality* shall, sixty (60) days prior to termination of the Responsibility Agreement for any reason, notify the *Director* and *District Manager* (in writing) of any such termination.

*The reasons for the imposition of these terms and conditions are as follows:*

1. Condition 1 is imposed to ensure that the *Works* are built and operated in the manner in which they were described for review and upon which approval was granted. This condition is also included to emphasize the precedence of Conditions in the *Certificate* and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this *Certificate* the existence of this *Certificate*.

2. Condition 2 is included to ensure that, when the *Works* are constructed, the *Works* will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.

3. Condition 3 is included to ensure that the *Ministry* records are kept accurate and current with respect to the approved works and to ensure that subsequent owners of the *Works* are made aware of the *Certificate* and continue to operate the *Works* in compliance with it.

4. Condition 4 is included to ensure that the *Works* are constructed in accordance with the approval and that record drawings of the *Works* "as constructed" are maintained for future references.

5. Condition 5 is imposed to establish non-enforceable effluent quality objectives which the *Owner* is obligated to use best efforts to strive towards on an ongoing basis. These objectives are to be used as a mechanism to trigger corrective action proactively and voluntarily before environmental impairment occurs and before the compliance limits of Condition 6 are exceeded.

6. Condition 6 is imposed to ensure that the effluent discharged from the *Works* to the St. Lawrence River meets the *Ministry's* effluent quality requirements thus minimizing environmental impact on the receiver and to protect water quality, fish and other aquatic life in the receiving water body.

7. Condition 7 is included to require that the *Works* be properly operated, maintained, funded, staffed and equipped such that the environment is protected and deterioration, loss, injury or damage to any person or property is prevented. As well, inclusion ensures that a comprehensive operations manual governing all significant areas of operation, maintenance and repair is prepared, implemented and kept up-to-date by the owner and made available to the *Ministry*. Such a manual is an integral part of the operation of the *Works*. Its compilation and use should assist the *Owner* in staff training, in proper plant operation and in identifying and planning for contingencies during possible abnormal conditions. The manual will also act as a benchmark for *Ministry* staff when reviewing the *Owner's* operation of the work.

8. Condition 8 is included to ensure that an approved contingency plan is in place at the time of construction of the *Proposed Works* to minimize the potential for adverse environmental impacts on the receiver.

9. Condition 9 is included to ensure that a contingency measures will be development and/or implemented, if necessary,

to ensure non-acutely lethal effluent on a consistent basis as stipulated in Condition 6 and monitored in accordance with Condition 10.

10. Condition 10 is included to enable the *Owner* to evaluate and demonstrate the performance of the *Works*, on a continual basis, so that the *Works* are properly operated and maintained at a level which is consistent with the design objectives and effluent limits specified in the *Certificate* and that the *Works* does not cause any impairment to the receiving watercourse.

11. Condition 11 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 all the terms and conditions outlined in this *Certificate*, so that the *Ministry* can work with the *Owner* in resolving any problems in a timely manner.

12. Condition 12 is included to ensure that there is a Responsibility Agreement in place between the *Owner* and the *Municipality* within sixty (60) days of the date of issuance of this *Certificate* so that, in the event that the *Owner* is unable to continue to provide sewage service, the *Municipality* may be able to assume ownership and operation of the *Works*.

**This Certificate of Approval revokes and replaces Certificate of Approval No. 65-A-370 issued on June 11, 1965.**

*In accordance with Section 100 of the Ontario Water Resources Act, R.S.O. 1990, Chapter 0.40, as amended, you may by written notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 101 of the Ontario Water Resources Act, R.S.O. 1990, Chapter 0.40, provides that the Notice requiring the hearing shall state:*

1. The portions of the approval or each term or condition in the approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

*The Notice should also include:*

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the works are located;

*And the Notice should be signed and dated by the appellant.*

*This Notice must be served upon:*

The Secretary\*  
Environmental Review Tribunal  
2300 Yonge St., 12th Floor  
P.O. Box 2382  
Toronto, Ontario  
M4P 1E4

AND

The Director  
Section 53, *Ontario Water Resources Act*  
Ministry of the Environment  
2 St. Clair Avenue West, Floor 12A  
Toronto, Ontario  
M4V 1L5

**\* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or [www.ert.gov.on.ca](http://www.ert.gov.on.ca)**

*The above noted sewage works are approved under Section 53 of the Ontario Water Resources Act.*

**CONTENT COPY OF ORIGINAL**

DATED AT TORONTO this 28th day of February, 2006

Mohamed Dhalla, P.Eng.  
Director  
Section 53, *Ontario Water Resources Act*

AS/  
c: District Manager, MOE Kingston - District  
John St. Marseille, The Thompson Rosemount Group Inc.