



NATIONAL ASSEMBLY

SECOND SESSION

THIRTY-SIXTH LEGISLATURE

Bill 239

(Private)

**An Act respecting the Régie
d'assainissement des eaux usées de
Boischatel, L'Ange-Gardien,
Château-Richer**

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Assented to 14 June 2002**

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Bill 239

(Private)

AN ACT RESPECTING THE RÉGIE D'ASSAINISSEMENT DES EAUX USÉES DE BOISCHATEL, L'ANGE-GARDIEN, CHÂTEAU-RICHER

WHEREAS it is in the interest of the Régie d'assainissement des eaux usées de Boischatel, L'Ange-Gardien, Château-Richer that certain completed works be validated and that a special borrowing power be conferred upon it;

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS :

- 1.** The works listed in Schedule 1 are deemed to be joint works referred to in the intermunicipal agreement entered into on 12 March 1993 between Municipalité de Boischatel, Ville de Château-Richer and Paroisse de l'Ange-Gardien in respect of the construction and operation of a joint wastewater purification system.
- 2.** The intermunicipal agreement is amended as provided for in Schedule 2.
- 3.** The Régie d'assainissement des eaux usées de Boischatel, L'Ange-Gardien, Château-Richer is authorized to borrow money up to a maximum amount of \$850,000, repayable over a period of 20 years, without any further approval than that of the Minister of Municipal Affairs and Greater Montréal, for the sole purpose of balancing its budget. Each municipality that is party to the agreement shall contribute to the repayment of the loan in a proportion corresponding to the average of the aliquot shares it must assume under the agreement.
- 4.** Sections 1 and 2 have effect from 12 March 1993.
- 5.** This Act comes into force on 14 June 2002.

SCHEDULE 1*(Section 1)***JOINT WORKS***(A) Related interception works:*

1. The interceptors between Allée des Cèdres and pumping station SPB-1 and between the cliff (servitude No. 2) and pumping station SPB-1.
2. The interceptors between Beauvillage street and pumping station SPB-2.
3. The interceptors between Montmorency street and pumping station SPB-2.
4. The interceptors between de la Station street and pumping station SPA-1.
5. The interceptors of servitudes Nos. 4 and 5.
6. The Dumais mobile home park interceptors.
7. Pumping station SPCR-7 and its force main up to Place du Château mobile home park.
8. The interceptors between Bourque street and pumping station SPCR-6.
9. Pumping station SPCR-6 and its force main up to Couillard street.
10. The interceptors between Couillard street, the north of boulevard Sainte-Anne (between Couillard and Gagnon streets) and a section of the south side of the boulevard up to pumping station SPCR-5.
11. The interceptors between Davey street and pumping station SPCR-5.
12. Pumping station SPCR-5 and its force main along boulevard Sainte-Anne up to pumping station SPCR-1.
13. Pumping stations SPCR-3 and SPCR-4 and their force main.
14. The alteration of pumping station SPCR-1.
15. The interceptors on Couillard, Gagnon, Côté, Rhéaume and Giroux streets and along boulevard Sainte-Anne, west of existing pumping station SPCR-2.

(B) Related treatment works:

Pumping station SPB-1 and its force main up to Dugal street.

SCHEDULE 2*(Section 2)***AMENDMENTS TO BE MADE TO THE INTERMUNICIPAL
AGREEMENT ENTERED INTO ON 12 MARCH 1993**

The agreement is amended by inserting the following section after section 2.1.3:

2.1.4. Related interceptions

1. The interceptors between Allée des Cèdres and pumping station SPB-1 and between the cliff (servitude No. 2) and pumping station SPB-1.
2. The interceptors between Beaurivage street and pumping station SPB-2.
3. The interceptors between Montmorency street and pumping station SPB-2.
4. The interceptors between de la Station street and pumping station SPA-1.
5. The interceptors of servitudes Nos. 4 and 5.
6. The Dumais mobile home park interceptors.
7. Pumping station SPCR-7 and its force main up to Place du Château mobile home park.
8. The interceptors between Bourque street and pumping station SPCR-6.
9. Pumping station SPCR-6 and its force main up to Couillard street.
10. The interceptors between Couillard street, the north of boulevard Sainte-Anne (between Couillard and Gagnon streets) and a section of the south side of the boulevard up to pumping station SPCR-5.
11. The interceptors between Davey street and pumping station SPCR-5.
12. Pumping station SPCR-5 and its force main along boulevard Sainte-Anne up to pumping station SPCR-1.
13. Pumping stations SPCR-3 and SPCR-4 and their force main.
14. The alteration of pumping station SPCR-1.

15. The interceptors on Couillard, Gagnon, Côté, Rhéaume and Giroux streets and along boulevard Sainte-Anne, west of existing pumping station SPCR-2.

The agreement is amended by inserting the following section after section 2.2.3:

2.2.4. Related treatment

Pumping station SPB-1 and its force main up to Dugal street.

Section 4.1.1 of the agreement is amended by adding “2.1.4” after “2.1.3”.

The agreement is amended by inserting the following section after section 4.1.1.3:

4.1.1.4 Related interceptions

The financial contribution of each municipality to the related interception works described in section 2.1.4 shall be made in proportion to the hydraulic loads reserved as follows :

Boischatel	3,864 m ³ /d	38.40%
L'Ange-Gardien	1,285 m ³ /d	12.77%
Château-Richer	4,914 m ³ /d	48.83%

Section 4.1.2 of the agreement is amended by adding “2.2.4” after “2.2.2”.

The agreement is amended by inserting the following section after section 4.1.2.2:

4.1.2.3 Related treatment

The financial contribution of each municipality to the capital costs of the treatment works described in section 2.2.4 shall be made in proportion to the hydraulic loads reserved as follows:

Boischatel	3,864 m ³ /d	38.40%
L'Ange-Gardien	1,285 m ³ /d	12.77%
Château-Richer	4,914 m ³ /d	48.83%

The agreement is amended by replacing sections 4.3.1 and 4.3.1.3 by the following section:

4.3.1 The annual financial contribution of each municipality to the operating costs of the interception works is apportioned on the basis of the real hydraulic load of wastewater discharged by the municipality, compared to the total hydraulic load of wastewater conveyed annually by those works to the purification station. The same applies to pumping stations SP-B2 and SP-A1.

It is furthermore agreed that the maintenance and operation of pumping stations SP-CR1, SP-CR2, SP-CR3, SP-CR4 and SP-CR5 are the responsibility of the Régie.

As regards pumping stations SP-CR1, SP-CR3, SP-CR4 and SP-CR5, the apportionment of the costs among the stations is established as follows :

Boischatel	15%
L'Ange-Gardien	30%
Château-Richer	55%

For pumping station SP-CR2, the apportionment is established as follows :

Boischatel	48.66%
L'Ange-Gardien	25.31%
Château-Richer	26.03%

Sections 4.3.1.1 and 4.3.1.2 of the agreement are struck out.

Section 10 of the agreement is amended by replacing the third and fourth paragraphs by the following paragraphs :

With respect to the joint works on its territory, Boischatel undertakes to redeem the aliquot share of L'Ange-Gardien and Château-Richer, where applicable, while the latter both undertake to sell their aliquot share to Boischatel.

Each municipality otherwise remains the owner of the other works on its territory.