

SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated as of the 30 day of March, 2020.

BETWEEN:

MISSISSIPPI VALLEY CONSERVATION AUTHORITY
(hereinafter called the “Conservation Authority”)

OF THE FIRST PART

- AND -

TAY VALLEY TOWNSHIP
(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS this Agreement is being entered into pursuant to the *Ontario Build Code Act Section 6.2(2)* (hereinafter called the “Act”), for the purpose of the delegating to the Conservation Authority certain responsibilities under the Act and the Building Code, as they are from time to time amended, as set out herein with respect to sewage systems (with a capacity of less than 10,000 litres per day);

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. GENERAL

1.01 Application:

This Agreement shall be applicable to all lands within the municipality serviced by private sewage systems.

1.02 Duties:

The Conservation Authority shall faithfully carry out its duties hereunder in accordance with the Act and the Building Code in force from time to time, this Agreement and any other legislation contemplated hereunder.

2. DEFINITIONS

2.01 Definitions

- (i) “Sewage System” means any work for the collection, transmission, treatment and disposal of sewage or any part of such works to which the Act applies with a design capacity of less than 10,000 litres per day and located wholly within the boundaries of the lot or parcel of land on which is located the building which it serves;
- (ii) “Inspector” means an inspector appointed under *Section 3.1(2)* of the *Building Code Act, 1992* as amended:

3. SERVICES OF THE CONSERVATION AUTHORITY

3.01 Septic Inspection Services:

The Conservation Authority shall provide the following services in relation to the Lands.

- (i) Must carry out an inspection of land, which is planned to be divided by severance, where no municipal sewage services are proposed, to ensure that each lot will be suitable for the installation of a Sewage System.
- (ii) Inspection of properties prior to the issuance of a permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.
- (iii) Following the issuance of a permit, inspection and re-inspection when necessary, of Sewage System installations to ascertain compliance with the permit and other requirements under the Act or Building Code.
- (iv) Land inspections, to determine the acceptability of applications for minor variances or lot line adjustments, as they relate to existing and proposed Sewage Systems and review of official plans and zoning by-laws and amendments to ensure compliance with provisions of the Act and Building Code related to Sewage Systems.
- (v) Issue permits in accordance with the minimum standards set out in the Act and Building Code relating to Sewage Systems.
- (vi) Receive and process applications and requests related to activities listed in paragraphs (i) through (v) of this section.
- (vii) Provide reports and comments on planning applications and severances directly to the appropriate planning authority.

(viii) Review planning documents including, but not limited to, subdivision proposals, draft official plans, and proposed amendments, to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.

(ix) As requested, attend meetings of Municipal Council and their committees to discuss matters relating to any provisions of the Act or Building Code relating to Sewage Systems.

(x) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.

(xi) Upon reasonable notice by the Municipality, provide reasonable access to the Municipality of all records kept under subsection 3.01 (x) within 5 days of such notice.

(xii) Consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.

(xiii) Respond to inquiries made by any person under the Freedom of Information and Protection of Privacy Act and related Regulation, as amended from time to time, or through any other legal channel.

(xiv) Investigate complaints and malfunctioning Sewage Systems, undertake compliance counseling and preparation of reports for abatement action as it relates to existing and proposed Sewage Systems.

(xv) Issue orders under the Act relating to Sewage Systems.

(xvi) Prepare documentation necessary for prosecution activities relating to Sewage Systems under the Act and the Building Code. Administer proceedings relating to Sewage Systems pursuant to the Provincial Offenses Act, R.S.O. 1990, c.P.33.

(xvi) The Conservation Authority shall provide all forms necessary for the administration of this Agreement.

(xvii) Any other matters relating to the administration or enforcement of the Act or Building Code relating to Sewage Systems.

3.02 Septic Re-inspection Services

The Conservation Authority shall:

(i) Undertake an on-site septic re-inspection program as described in Schedule "B" of this Agreement.

4. FEES

4.01 Collection of Fees:

The Municipality shall collect all fees, as set out in Schedule "A" of this Agreement, payable by any person for work performed by the Conservation Authority hereunder as compensation for its services provided hereunder and all persons required to pay any such fee shall pay the fee to the Municipality. The Conservation Authority shall invoice the Municipality for fees collected in accordance with Schedule "A". Such invoices shall become due and payable upon receipt. The Authority agrees that compensation for the services outlined in Section 3.01 shall be provided solely from the fee collected pursuant to Section 4.01 and the Municipality shall not be required to pay any further compensation to the Authority for the services.

4.02 Lump Sum Payment:

Upon completion of the Septic Re-inspection Services described in Schedule B of this Agreement, the Conservation Authority shall invoice the Municipality and such invoices shall become due and payable upon receipt.

4.03 Amendment of Fee Schedules:

The parties, by mutual agreement, may amend the fees as set out in Schedule A and B of this Agreement from time to time.

5. INSPECTORS

5.01 Appointment:

The Board of Directors of the Conservation Authority shall be responsible for the appointment of all Sewage System Inspectors and shall issue a certificate of appointment bearing his or her signature to each Inspector appointed by the Conservation Authority.

6. LIABILITIES AND INSURANCE

6.01 Indemnification of the Conservation Authority:

The Conservation Authority, its directors, officers and employees shall indemnify and save harmless the Municipality from any and all claims, demands, causes of action, loss, costs or damages that the Municipality may suffer, incur, or be liable for, resulting from the performance of the Conservation Authority, its directors, officers and employees in the execution of the work and obligations described under this Agreement.

6.02 Insurance:

The Conservation Authority shall provide and maintain Commercial/Comprehensive General Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall be in the name of the Conservation Authority and shall name the Municipality as an additional insured.

7. TERM AND TERMINATION OF AGREEMENT

7.01 Term:

This Agreement shall continue in force for a period of sixty (60) months commencing April 1, 2020 and ending March 31, 2025.

7.02 Termination:

This Agreement may be terminated by either party on not less than 180 days written notice. Upon termination of this Agreement, the Conservation Authority shall provide the Municipality complete copies of all files and records of the Conservation Authority relating to the exercise of the delegated authority pursuant to this Agreement. The obligation of the Conservation Authority to indemnify the Municipality pursuant to Section 6.01 of this Agreement shall continue in full force and effect after the termination of this Agreement with respect to all actions or omissions of the Conservation Authority in executing the work under this Agreement prior to the date of termination.

8. MISCELLANEOUS

8.01 Preamble:

The preamble hereto shall be deemed to form an integral part hereof.

8.02 Gender, etc.:

Whenever the singular form is used in this Agreement and when required by the context, the same shall include the plural, the plural shall include the singular and the masculine gender shall include the feminine and neuter genders.

8.03 Amendments:

This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

8.05 Notices:

Any notices, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given and shall be given by being delivered or mailed to the following addresses of the parties respectively:

(a) To the Conservation Authority:

Mississippi Valley Conservation Authority
10970 Hwy. 7
Carleton Place, ON

K7C 3P1
Attention: General Manager

(b) To the Municipality:

Tay Valley Township
217 Harper Road
R.R. #4
Perth, ON
K7H 3C6
Attention: Chief Administrative Officer

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, on the date of receipt of facsimile transmission, or if mailed, postage prepaid, shall be deemed to have been given or made on the third business day following the date on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption of lock-out in the Canadian Postal Service, in which case service shall be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Section.

8.06 Headings:

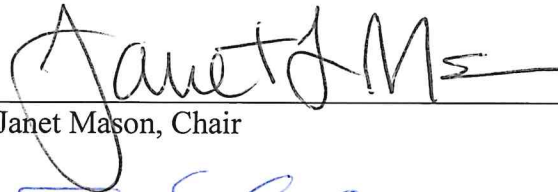
The section heading hereof have been inserted for the convenience of reference only and shall not be constructed to affect the meaning or effect of this Agreement.

8.07 Governing Law:

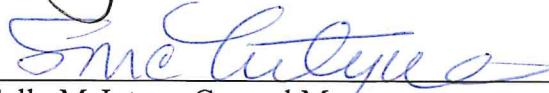
The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario..

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

MISSISSIPPI VALLEY CONSERVATION AUTHORITY



Janet Mason, Chair



Sally McIntyre, General Manager

TAY VALLEY TOWNSHIP



Brian Campbell, Reeve



Amanda Mabo, Clerk

Schedule "A"



Mississippi Rideau Septic System Office Fee Schedule

Permit Fees for Class 2-5 Onsite Sewage Disposal Systems

Draft 2020

Service	Fee 2013-2016	Fee 2017-2020	Fee 2020-2025
Sewage System Permit - Class 4 and Class 5*			
Residential	\$660.00	\$660.00	\$725.00
Other occupancies (i.e. commercial)	\$660.00	\$660.00	\$725.00
Other Sewage System Permit*			
Class 2 and 3	\$250.00	\$330.00	\$360.00
Additional Inspections*			
Sub-grade, Partial Install, Third site visit for same deficiency	\$100.00	\$100.00	\$100.00
Partial System Alteration*			
Tank Replacment	\$200.00	\$220.00	\$360.00
Treatment Unit only, no modification to bed	\$225.00	\$220.00	\$220.00
Mantle Installation (Existing Bed)	\$175.00	\$220.00	\$220.00
Effluent Filter Installation	\$120.00	\$120.00	\$120.00
Revisions to Existing Approved Sewage Permits*			
Addition of Fixtures/Floor Area with no increase in Design Flow	\$50.00	\$50.00	\$50.00
General Revision (i.e. increase in design flow, elevations)	\$100.00	\$100.00	\$100.00
Different Type of System	50% of Permit Fee	50% of Permit Fee	50% of Permit Fee
Different Location in excess of 10m from Original Coordinates	50% of Permit Fee	50% of Permit Fee	50% of Permit Fee
Renewals and Cancellations*			
Current Owner Cancels Application	Refund 50% of fee paid	Refund 50% of fee paid	Refund 50% of fee paid
Renewal/Deferral Fee (Maximum One Year)	\$100.00	\$100.00	\$100.00
Renovation/Change of Use*			
Part 10&11 Permit	\$200.00	\$275.00	\$275.00
Concurrent Submission with Part 8	\$100.00	\$25.00	\$25.00
Revision to Part 10&11 Permit	\$50.00	\$50.00	\$50.00
Written Responses*			
Property Clearances	\$75.00	\$75.00	\$75.00
File Searches	\$75.00	\$75.00	\$75.00
Lawyer's Letter	\$75.00	\$75.00	\$75.00
Planning	\$150.00	\$200.00	\$220.00
Severance ⁽¹⁾	\$150.00	\$300.00	\$330.00
Miscellaneous*			
Additional Copies of Signed Permit for Construction	\$20.00	\$20.00	\$20.00
Septic Tank Excavation for Re-Inspection per lid	\$20.00	\$20.00	\$40.00

* All Fee's are to be made payable to Tay Valley Township ⁽¹⁾ Additional applications \$150

Schedule "B" – Sewage System Re-Inspection Program

Annual Schedule for Sewage System Re-inspections for 2020 to 2025

Action Item	Date
Notification to Selected Landowners	First week of March
Field Inspections Begin	First week of April
Field Inspections Completed	Last week of October
Data Entry Complete	Second Week of November
Draft Summary Report Prepared	Fourth week of November
Final Report Submitted	Second week of December

Fees - Sewage System Re-Inspection Program

Visual Inspection & Septic Tank Inspection and Program Management

Program Management Costs:

Accessory Cost = \$4500

Accessory costs include labour, vehicle (truck and boat) lease, fuel and maintenance, inspection equipment.

Mailing Cost:

Postage = \$750

Administrative support = \$750

Budget for mail-outs = \$1500.00

Site Inspection:

Up to 200 Sewage System Re-inspections @ \$65.00/inspection = \$13,000

*Additional site visits = \$95.00/inspection

Estimated Annual Total Program Cost = \$4500.00 + \$1500.00 + \$13,000.00 = \$19,000.00



Township of North Frontenac



6648 Road 506
P.O. Box 97, Plevna, Ontario K0H 2M0
Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352
www.northfrontenac.ca

RECEIVED

APR 07 2020

March 24, 2020

Mississippi Rideau Septic System Office
10970 Highway 7
Carleton Place, ON
K7C 3P1

Attention: Sally McIntyre, General Manager

Dear Ms. McIntyre:

Re: Agreement for Septic Re-inspection Services

Please find enclosed the Agreement for Septic Re-inspection Services between Mississippi Valley Conservation Authority and the Township of North Frontenac duly signed by the Mayor and myself in duplicate.

Please sign both copies of the Agreement and return one fully executed Agreement to me for our records.

If you have any questions or concerns, please do not hesitate to contact me.

Yours truly,

Tara Mieske

Tara Mieske
Clerk/Planning Manager
TM/bd

c.c. Darwyn Sproule, P.Eng, Public Works Manager