



## SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated as of the 9 day of June, 2025

BETWEEN:

### MISSISSIPPI VALLEY CONSERVATION AUTHORITY

(a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27) (hereinafter called the "Conservation Authority")

- AND -

### THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

(a municipal corporation under the *Municipal Act, 2001*, S.O. 2001 c. 25) (hereinafter called the "Municipality")

### RECITALS:

1. Pursuant to the **Section 6.2(2) Building Code Act, 1992**, S.O. 1992 c.23 as amended (the "Act"), a municipality may enter into agreement with a Conservation Authority having jurisdiction in the municipality to enforce provisions of the Act and the Building Code, O. Reg. 332/12 (the "Building Code"), related to Sewage Systems.
2. This Agreement is entered into pursuant to the Act, delegating to the Conservation Authority certain responsibilities under the Act and Building Code, as amended from time to time, for Sewage Systems as defined herein.

**IN CONSIDERATION** of the mutual covenants herein contained, the Parties agree as follows:

### ARTICLE ONE

#### GENERAL

Section 1.01 Application: This Agreement applies to lands selected by the Municipality ("the Service Area").

Section 1.02 Duties: The Conservation Authority shall carry out its duties in accordance with the Act and the Building Code in force from time to time, this Agreement, and any other legislation contemplated hereunder.

## **ARTICLE TWO**

### **DEFINITIONS**

#### Section 2.01 Definitions:

In this Agreement:

“Act” means the *Building Code Act, 1992*, S.O. 1992, c.23, including amendments thereto.

“Building Code” means regulations made under Section 34 of the Act.

“Conservation Authority” means the Mississippi Valley Conservation Authority.

“Inspector” means an inspector appointed under Section 3, 3.1, 4, 6.1 or 6.2;.

“Municipality” means the Township of North Frontenac as a municipal corporation and, where the context requires, its geographic area.

“Sewage System” means:

- a) a chemical toilet, an incinerating toilet, a recirculating toilet, a self-contained portable toilet and all forms of privy, including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system,
- b) a greywater system,
- c) a cesspool,
- d) a leaching bed system, or
- e) a system that requires or uses a holding tank for the retention of hauled sewage at the site where it is produced before its collection by a hauled sewage system,

where these,

- f) have a design capacity of 10,000 litres per day or less,
- g) have, in total, a design capacity of 10,000 litres per day or less, where more than one of these are located on a lot or parcel of land, and
- h) are located wholly within the boundaries of the lot or parcel of land on which is located the building or buildings they serve.

“Service Area” means this Agreement applies to all lands selected by the Municipality.

"Services" has the meaning set out in Section 3.01.

"Sewage System Inspector" means a staff member of the Conservation Authority designated and appointed under section 6.2 of the Act for the purpose of implementing Part 8 of the Ontario Building Code.

"Sewage System Reinspection" means a voluntary re-inspection program as described in Section 3.01.

## **ARTICLE THREE**

### **SERVICES OF THE CONSERVATION AUTHORITY**

#### **Section 3.01 Sewage System Re-inspection Services:**

Within the Service Area, the Conservation Authority shall:

- (i) Undertake a sewage system reinspection program involving a visual inspection and tank inspection which includes;
  - a. Measure depth of solids (sludge and scum layers) in tank;
  - b. Estimate a homeowners individual pumping frequency based on future use remaining consistent with past use;
  - c. Identify any leaking tanks, or potential pipe blockages;
  - d. Ensure septic tank baffles are present and in working order;
  - e. Promote the installation of effluent filters, and septic tank risers;
  - f. Record last record of pump-out;
  - g. Identify any obvious problems with the septic system;
  - h. Identify all classes of sewage systems on the property;
  - i. Confirm that separation distances are met as per the Building Code;
  - j. Check for illegal wastewater discharges;
  - k. Record GPS values of all sewage systems and wells;
  - l. Document all findings on each property in a GIS compatible database;
  - m. Provide information pamphlets on septic system care and maintenance; and
  - n. Notify the Municipality's Chief Building Official of any sewage systems identified as deficient or found to be in violation of the Building Code.
- (ii) Reinspect approximately 44 Sewage Systems;
- (iii) Provide written notification to selected property owners in May;
- (iv) Complete re-inspections between June and November;

- (v) Submit a final report to the Municipality by the end of December;
- (vi) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement. Upon reasonable notice by the Municipality, the Conservation Authority shall provide reasonable access to the Municipality to all Records;
- (vii) Respond to inquiries made by any person under the *Municipal Freedom of Information and Protection of Privacy Act* and related Regulations, as amended from time to time, or through other legal channels;
- (viii) Provide all forms and clerical services necessary for the administration of this Agreement;
- (ix) Maintain an appropriate number of adequately trained staff to carry out the services in a timely fashion;
- (x) Attend meetings of Municipal Council and its committees, as requested, to discuss matters relating to any provisions of services under this Agreement; and
- (xi) Meet with the Municipality's staff as often as is reasonably necessary to discuss service delivery; and

## **ARTICLE FOUR**

### **FEES**

Section 4.01 Collection of Fees: The Conservation Authority shall collect and retain all fees, as set out in Appendix A, payable by the Municipality for work performed by the Conservation Authority hereunder as compensation for the Services provided hereunder. The Conservation Authority shall invoice the Municipality in early December.

## **ARTICLE FIVE**

### **INSPECTORS**

Section 5.01 Qualifications: The Conservation Authority shall ensure that all Inspectors shall be qualified in accordance with the provisions of the Building Code and shall be appointed by the Conservation Authority's Board of Directors as per section 6.2 (3) (4) of the *Building Code Act*.

## ARTICLE SIX

### LIABILITY, INSURANCE AND INDEMNITY

Section 6.01 Insurance: The Conservation Authority shall at their own expense within ten (10) days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of this Agreement, provide the Municipality with evidence of:

- I. **Commercial General Liability Insurance** issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the Conservation Authority relating to its obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage, broad form completed operations; owners and contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employer's liability; tenants legal liability, cross liability and severability of interest clause.
- II. **Error and Omissions Insurance** for a limit of not less than \$2,000,000 per incident on a claims basis. Such coverage shall contain an extended reporting period of twenty-four (24) months or be maintained for a period of two years subsequent to conclusion of service provided under this Agreement.
- III. **Automotive Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

The Municipality shall be added as Additional Insured to the above noted policies with respect to the operation of the Conservation Authority. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

The Policies shown above shall not be cancelled or materially changed unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the change or cancellation. The insurance policies will be in a form and with a company which are, in all respects, acceptable to the Municipality.

The Conservation Authority shall provide confirmation of Workers Safety Insurance Board (WSIB) coverage to the Municipality.

All deductibles related to the operations of the Conservation Authority shall be the sole responsibility of the Conservation Authority and the Municipality shall bear no cost towards such deductibles. The Conservation Authority shall be responsible for insuring

their property and the Municipality shall bear no cost towards such insurance. Should the Conservation Authority fail to insure their property, the Municipality will not be liable for such property in the event of a loss.

Section 6.02 Liability of the Conservation Authority: The Conservation Authority shall indemnify and save harmless the Municipality, its Council members, officers, partners, agents, and staff from and against any and all claims, actions, losses, expenses, fines, costs, interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Conservation Authority, its officers, staff, or others who the Conservation Authority is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Municipality in accordance with this Agreement and shall survive the termination of this Agreement.

Section 6.03 Liability of the Municipality: The Municipality shall indemnify and save harmless the Conservation Authority from and against all claims, demands, losses, costs, damage, actions, suits, or proceedings by whosoever made, brought, or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributed to the negligence of the Municipality in executing its obligations under this Agreement.

## **ARTICLE SEVEN**

### **TERM AND TERMINATION OF AGREEMENT**

Section 7.01 Term: This Agreement shall continue in force commencing the date set out at the top of page one and ending December 31, 2025.

Section 7.02 Early Termination: This Agreement may be terminated in its entirety by either party prior to the end of the term set out in Section 7.01 by giving 180 days written notice or by mutual agreement of both parties.

Section 7.03 Termination: 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 6.02 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.

## **ARTICLE EIGHT**

### **RELATIONSHIP OF THE PARTIES**

Section 8.01: It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between the Conservation Authority or any subcontractor and the Municipality. The Conservation Authority shall have no authority to bind the Municipality for the performance of any contract or otherwise obligate the Municipality.

## **ARTICLE NINE**

### **MISCELLANEOUS**

Section 9.01 Preamble: The preamble hereto shall be deemed to form an integral part hereof.

Section 9.02 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.

Section 9.03 Assignment: This Agreement shall not be assignable by either party hereto without the written consent of the other party being first obtained.

Section 9.04 Force Majeure: Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent, that the delay or failure is caused by an event occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, fires, floods, wind storms, riots, labor problems (including lock-outs, strikes and slow-downs) or court injunction or order.

Section 9.05 By-Laws: Any by-laws passed under Section 7 of the *Building Code Act* and all forms, applications, etc. related to Sewage Systems shall be provided to the Municipality by the Conservation Authority upon request at no charge.

Section 9.06 Posting: The Conservation Authority shall within ten (10) days of notification of acceptance and prior to the commencement of work, post this Agreement on its website.

Section 9.07 Notices: Any notice, 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 by being delivered to an officer of such party during normal working hours or mailed to the following addresses of the parties respectively:

(a) To the Conservation Authority:

Mississippi Valley Conservation Authority  
10970 Highway 7,  
Carleton Place, ON  
K7C 3P1 [smcintyre@mvc.on.ca](mailto:smcintyre@mvc.on.ca)  
Attention: Sally McIntyre, General Manager

(b) To the Municipality:

Township of North Frontenac,  
6648 Road 506  
Plevna, Ontario  
K0H 2M0 Attention: Public Works Manager

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, 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.

Section 8.05 Headings: The section headings hereof have been inserted for the convenience of reference only and shall not be constructed to affect the meaning, construction or effect of this Agreement.

Section 8.06 Governing Law: The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.



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

**MISSISSIPPI VALLEY CONSERVATION AUTHORITY**

Smolutsyee June 9/25  
General Manager Date

**TOWNSHIP OF NORTH FRONTENAC**

\_\_\_\_\_  
Public Works Manager Date

## APPENDIX A

### 2025 FEE SCHEDULE SEWAGE SYSTEM REINSPECTION PROGRAM

Updated Annually

<b>Program Management Fee</b>	
Covers program administration and fixed costs (mail out, vehicle, fuel, equipment, staffing, etc.)	\$2,800
<b>Re-inspection Fee</b>	
Covers up to 44 Sewage System Re-inspections	\$50 / Inspection
Any additional Sewage System Re-inspections	\$65 / Inspection