

THE CORPORATION OF THE VILLAGE OF WESTPORT

BY-LAW NO. 2022-12

A BYLAW TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE RIDEAU VALLEY CONSERVATION AUTHORITY FOR SEWAGE SYSTEM INSPECTION SERVICES

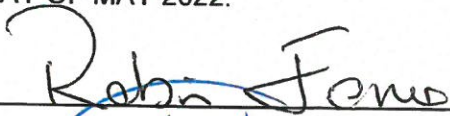
WHEREAS the Municipal Act, R.S.O. 2001, Part II, Section 8 provides a municipality with the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

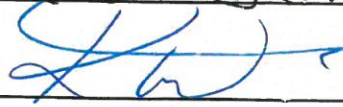
AND WHEREAS Part 8 of the Ontario Building Code regulates construction, operation and maintenance of all sewage systems.

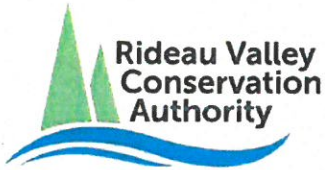
NOW THEREFORE Council of the Corporation of the Village of Westport enacts as follows:

1. That the Corporation of the Village of Westport enter into a memorandum of understanding with the Rideau Valley Conservation Authority for the provision of PartVIII(8) inspection services; and
2. That the Mayor and the Clerk be authorized to execute such agreement on behalf of Corporation of the Village of Westport, as attached hereto;
3. In the event of a conflict between the provisions of this by-law and any other by-law of the municipality, the provisions of this by-law shall prevail.
4. This by-law shall come into force and take effect on the 3<sup>rd</sup> day of May 2022.

ENACTED AND PASSED THIS 3<sup>rd</sup> DAY OF MAY 2022.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK



## SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated the <sup>1<sup>st</sup></sup>~~3<sup>rd</sup>~~ day in the month of <sup>October</sup>~~May~~ 2022

SCR  
PL

BETWEEN:

### RIDEAU 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 VILLAGE OF WESTPORT

(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 all Properties in the Municipality serviced by Sewage Systems ("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 Rideau Valley Conservation Authority.

"Permit" means written permission or written authorization to perform work regulated under the provisions of the Building Code and Act.

"Sewage System" means:

- (a) a chemical toilet, an incinerating toilet, a re-circulating 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 grey water 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.

“Sewage System Inspector” means an employee of the Conservation Authority designated for the purpose of implementing Part 8 of the Ontario Building Code.

“The Service Area” means this Agreement applies to all Properties in the Municipality serviced by Sewage Systems.

### **ARTICLE THREE**

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

Section 3.01 Services: The Conservation Authority shall provide the following services in the Service Area (the “Services”):

- (i) Inspection of Properties prior to the issuance of a Permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.
- (ii) Issue Permits under the Act and the Building Code relating to Sewage Systems (a “Permit”).
- (iii) Issue Certificates of Completion upon successful inspection (and repeat inspection when necessary) of Sewage Systems for compliance of the Permit and other requirements under the Act or Building Code.
- (iv) Inspection of Properties, not serviced by municipal sewage services, which are planned to be divided by severance, to ensure that each lot will be suitable for the installation of a Sewage System.
- (v) Inspection of Properties to determine the acceptability of Planning Act applications, concerning existing and proposed Sewage Systems and review of planning documents including, but not limited to, draft official plans and zoning by-laws and amendments, to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.



- (vi) Provide reports and comments on Planning Act applications and planning documents directly to the appropriate planning authority related to Sewage Systems.
- (vii) Receive and process applications and requests related to activities listed in paragraphs (i) through (vi) of this section.
- (viii) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.
- (ix) Consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (x) 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.
- (xi) Issue orders under the Act relating to Sewage Systems.
- (xii) Prepare documentation necessary for prosecutions including prosecuting violations relating to Sewage Systems under the Building Code. Perform all duties related to prosecutions relating to Sewage Systems pursuant to the *Provincial Offences Act*, R.S.O. 1990, c.P.33 and the Act.
- (xiii) 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.
- (xiv) Provide all forms and clerical services necessary for the administration of this Agreement.
- (xv) Any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.
- (xvi) Provide promptly to the Municipality, as may be required from time to time, copies of documents used by the Conservation Authority staff in the performance of their duties under this Agreement.



(xvii) Maintain an appropriate number of adequately trained staff to carry out the services in a timely fashion.

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

Section 3.02 Performance of Duties: Dialogue is encouraged between the Conservation Authority's Inspector and the Senior Administration Officer or Chief Building Official of the Municipality; however, the Conservation Authority shall, acting reasonably, and in accordance with their Code of Conduct and applicable legislation, have discretion in determining the manner in which to perform the Services.

Section 3.03 Right of Access: The Conservation Authority shall have the right to access properties within the Municipality for the purpose of completing the Services set out above. The Conservation Authority shall have no right of access for any other purpose under the *Act*.

#### **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 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 Conservation Authority.

Section 4.02 Amendment of Fee Schedule: The Conservation Authority may amend annually, the fees as set out in Appendix A subject to the provisions of Article 1.9.1.2, "Change of Fees" Division C of the Code.

#### **ARTICLE FIVE**

##### **INSPECTORS**

Section 5.01 Qualifications: 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 the contract or otherwise stated, provide the Municipality with evidence of:

**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.

**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.

**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, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal 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, their officers, employees, 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 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. For the sake of clarity, the Conservation Authority has no responsibility for or liability for any sewage system services provided prior to the effective date of this Memorandum of Understanding. If a claim is commenced against the Conservation Authority relating to sewage system services (including but not limited to the Services set out in section 3.01) that were provided prior to the effective date of this Memorandum of Understanding, the Municipality agrees to defend and indemnify the Conservation Authority from any such claim.

## **ARTICLE SEVEN**

### **TERM, REVIEW AND TERMINATION OF AGREEMENT**

**Section 7.01 Term:** This Agreement shall continue in force commencing the date set out at the top of page 1 for a term of five (5) years.

**Section 7.02 Deemed Renewal:** This Agreement shall automatically continue following the expiry of the term set out above until it is:





- a) Superseded or replaced by a subsequent agreement; or
- b) Terminated in its entirety by either party by giving one (1) year written notice; or
- c) Terminated in its entirety by mutual agreement of both parties.

Section 7.03 Renewal: This Agreement shall be reviewed by both parties at least once every five (5) years if the Agreement is renewed beyond the initial term of five (5) years.

Section 7.04 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 one (1) year written notice or by mutual agreement of both parties.

Section 7.05 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**

8.01 It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between the Rideau Valley Conservation Authority or any subcontractor and the Municipality. The Rideau Valley 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:

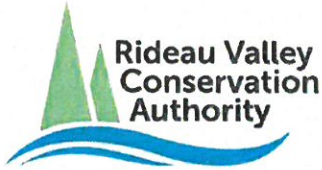
To the Conservation Authority:

Rideau Valley Conservation Authority  
3889 Rideau Valley Drive, P.O. Box 599  
Manotick, ON K4M 1A5  
Attention: General Manager/Secretary Treasurer

To the Municipality:

Village of Westport  
30 Bedford Street  
P.O. Box 68  
Westport, ON K0G 1X0  
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, or if mailed,




postage prepaid, shall be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or 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 9.08 Headings: The section headings hereof have been inserted for the convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

Section 9.09 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 set out below.


RIDEAU VALLEY CONSERVATION AUTHORITY

  
Chair \_\_\_\_\_ Date: 2022-05-12

  
General Manager/  
Secretary Treasurer \_\_\_\_\_ Date: May 12, 2022

VILLAGE OF WESTPORT

  
Mayor \_\_\_\_\_ Date: 03 MAY 22

  
Clerk \_\_\_\_\_ Date: May 3/22



# APPENDIX A

## 2022 FEE SCHEDULE SEWAGE SYSTEM INSPECTIONS

Attached

Updated Annually



<b>Sewage System New Construction Replacement</b>	Class 4 (Leaching Bed System) & Class 5 (Holding Tank)	
	Residential	\$885.00
	Commercial or Other Occupancies	\$1,050.00
	Class 2 & 3 Systems	\$435.00
	Class 4 Septic Tank Only	\$370.00
	Inspections (Subgrade, Partial Install, Squirt Height)	\$195.00
<b>Revisions To Existing Permit</b>	Major (e.g. Different Type of System, Different Location > 10 Metres)	50% of Fee
	Minor (e.g. Change Design Flow, Type of Treatment Unit)	\$195.00
	Administrative (e.g. Change of Documentation only)	\$130.00
<b>Alteration To Existing Sewage System</b>	Major (e.g. Addition of Treatment Unit, Mantle)	\$370.00
	Minor (e.g. Level Header, Filter & Riser)	\$195.00
<b>Renovation Change of Use Permits</b>	Renovation/Change of Use (OBC Part 10 & 11)	\$310.00
	Renovation/Change of Use (OBC Part 10 & 11) with Part 8 Application	\$160.00
	Property Clearance	\$160.00
	File Search for Septic Records	\$160.00
	Lawyer's Letters	\$160.00
<b>Renewals &amp; Cancellations *</b>	Renewal & Review Fee	\$160.00
	Cancellation Within 12 Months of Issuance (refund)	50% of Fee
<b>Permit to Demolish</b>	Permit to Demolish / Decommission a Septic System	\$160.00
<b>Clerical Surcharges*</b>	Operation & Maintenance Document Management Fee (Section 8.9. OBC)	\$11.00
<b>Planning</b>	Planning	\$220.00
	Consent Application	\$330.00
	Additional Consent applications (same retained parcel)	\$150.00

- **NOTE 1:** If construction begins before a permit is issued a 50 percent (%) surcharge applies to all permits
- **NOTE 2:** A permit is valid for 12 months from the original date of issuance noted in permit. If lapsed, it may be renewed only once for a period of 12 months from the original date of expiry.
- **NOTE 3:** \* Clerical surcharges are subject to HST