

BY-LAW 2024-18

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to Enter into an Agreement with the Mississippi Rideau Septic System Office (MRSSO) operating in conjunction with the Rideau Valley Conservation Authority (RVCA).

WHEREAS Section 9 of the *Municipal Act, 2001*, SO 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that Act or any other Act;

AND WHEREAS Section 7(1)(b.2) of the *Ontario Building Code Act* authorizes the Council of a municipality to pass By-Laws establishing and governing sewage system maintenance inspection programs in accordance with Division C, Part 1, Section 1.10.2 of the "Building Code";

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

- 1) That the Mayor and Clerk of The Corporation of the Township of Rideau Lakes be hereby authorized to execute the necessary documents to enter into a Sewage System Management Agreement for the purpose of conducting septic re-inspections as outlined in Schedule 'A' as attached hereto.
- 2) All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed

Read a first and second time this 4th day of March, 2024.



Arie Hoogenboom
Mayor



Mary Ellen Truelove
Clerk

Read a third time and finally passed this 4th day of March, 2024.



Arie Hoogenboom
Mayor



Mary Ellen Truelove
Clerk



Sewage System Management Agreement

This Agreement dated as of the 4th day of MARCH, 2024

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 -

TOWNSHIP OF RIDEAU LAKES

(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) Conduct four hundred (400) septic re-inspections annually under the Discretionary Maintenance Inspection Program as outlined in Appendix A
- (ii) At the direction and discretion of the Municipality’s Chief Building Official, provide enforcement services as outlined in Appendix B for sewage systems identified as “system replacement required” through the Discretionary Maintenance Inspection Program.
- (iii) Provide all forms and clerical services necessary for the administration of this Agreement.
- (iv) 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.
- (v) Maintain an appropriate number of adequately trained staff to carry out the services in a timely fashion.
- (vi) 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 the Services provided under this Agreement.

Section 3.02 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 Discretionary Maintenance Inspection Program Payment: The Conservation Authority shall invoice the Municipality annually for fees, as set out in Appendix A, upon completion of the services described in 3.0 of Appendix A. Such invoices shall become due and payable upon receipt.

Section 4.02 Enforcement Services Payment: The Conservation Authority shall invoice the Municipality on a monthly basis for fees, as set out in Appendix B. Such invoices shall become due and payable upon receipt.

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

LIABILITIES AND INSURANCE

Section 6.01 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 6.02 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.

Section 6.03 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.

ARTICLE SEVEN

TERM AND TERMINATION OF AGREEMENT

Section 7.01 Term: This Agreement shall continue in force for a period of 34 months commencing March 1, 2024 and ending December 31, 2026.

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 6.01 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.

ARTICLE EIGHT

RELATIONSHIP OF THE PARTIES

8.01 Relationship of the Parties: 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.



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.

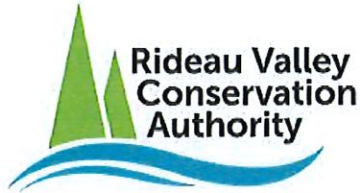
Section 9.04 Force Majeure: Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent, that the delay or failure is caused by an event occurrence beyond the reasonable control of the party and without its 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 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 9.06 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 or emailed to the following addresses of the parties respectively:

(a) To the Conservation Authority:

Rideau Valley Conservation Authority
P.O. Box 599
3889 Rideau Valley Drive
Manotick, ON
K4M 1A5
sommer.casgrain-robertson@rvca.ca
Attention: General Manager



(b) To the Municipality:

Township of Rideau Lakes,
P.O. Box 500,
Delta, Ontario
K0E 1G0
mnorwood@rideaulakes.ca
Attention: Manager of Development Services

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.

Section 9.07 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 9.08 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.

RIDEAU VALLEY CONSERVATION AUTHORITY

A handwritten signature in blue ink, appearing to read "S. Casgrain-Robertson", written over a horizontal line.

General Manager, Sommer Casgrain-Robertson

March 26, 2024

Date

TOWNSHIP OF RIDEAU LAKES

A handwritten signature in blue ink, appearing to read "Arie Hoogenboom", written over a horizontal line.

Mayor, Arie Hoogenboom

March 4, 2024

Date

A handwritten signature in black ink, appearing to read "ME Truelove", written over a horizontal line.

Clerk, Mary Ellen Truelove

march 4, 2024

Date



Appendix A - Discretionary Maintenance Inspection Program

1.0 Schedule

Proposed Schedule of Sewage System Re-inspections for 2024-2026.

Action Item	2024-2026
Initial Notification to Selected Landowners	1 st week of March
Field Inspections Begin	1 st week of May
Field Inspections Completed	1 st week of November
Data Entry Complete	2 nd week of November
Draft Summary Report Prepared	4 th week of November
Final Report Submitted	2 nd week of December

2.0 Payment

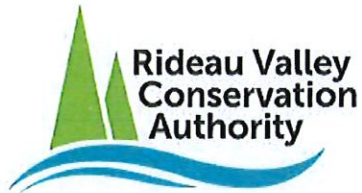
Lump Sum Annual Fee for Program Services

- 2024: 400 inspections at \$95 per inspection, for a total of \$38,000
- 2025: 400 inspections at \$100 per inspection, for a total of \$40,000
- 2026: 400 inspections at \$105 per inspection, for a total of \$42,000

3.0 Summary of Program Services

Visual Inspection, Septic Tank Inspection and Program Management

- Measure depth of solids (sludge and scum layers) in tank
- Estimate a homeowners individual pumping frequency based on future use remaining consistent with past use
- Identify any leaking tanks, or potential pipe blockages
- Ensure septic tank baffles are present and in working order
- Promote the installation of effluent filters, and septic tank risers
- Record all information in database, including last record of pump-out
- Identify any obvious problems with the septic system
- Identify all classes of sewage systems on the subject property
- Confirm that separation distances are met as per the OBC
- Check for illegal wastewater discharges
- Record GPS values of all sewage systems, and wells
- Document all findings on each property in a GIS compatible database
- Provide informative pamphlets on septic system care and maintenance
- Liaise with the Municipal building officials to ensure Part 8 compliance of properties identified as deficient in the re-inspection program.



Appendix B – Enforcement Services

1.0 Fee Structure

- The Conservation Authority shall invoice \$100 per hour for enforcement services pertaining to sewage systems identified through the Discretionary Maintenance Inspection Program as “system replacement required”.
- This fee will be reviewed by the Conservation Authority each year and will be increased if needed by no more than 3 percent annually. The Municipality will be notified of any proposed fee increase a minimum of 60 days in advance.
- The Municipality shall be responsible for any and all legal fees associated with the prosecution of violations.

2.0 Program Services

The Conservation Authority shall:

- Undertake written and verbal communication with property owners of sewage systems identified as “system replacement required” through the Discretionary Maintenance Inspection Program.
- Undertake the issuance and posting of Order to Comply under 15.10.1.(1) of the Building Code Act.
- Undertake the issuance of Part 3 Summons, as required.
- 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.