The Corporation of the City of Peterborough

By-Law Number 14-122

Being a By-law to authorize the entering into and the execution of an Agreement between The Corporation of the City of Peterborough and the Peterborough County-City Health Unit for the provision of the inspection of sewage systems, as required under the Building Code Act, 1992 and to ensure the mandatory re-inspection of on-site sewage systems

The Corporation of the City of Peterborough by the Council thereof hereby enacts as follows:

That The Corporation of the City of Peterborough enter into and that the Mayor and the Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the City of Peterborough and the Peterborough County-City Health Unit for the provision of the inspection of sewage systems, as required under the Building Code Act, 1992 and to ensure the mandatory re-inspection of on-site sewage systems, and to affix the Seal of the Corporation thereto, in the form attached hereto as Schedule A.

By-law read a first, second and third time this 29th day of September, 2014.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) John Kennedy, City Clerk
Sewage System Management Agreement

This Agreement dated this 1st day of October, 2014

Between:

Board of Health for The Peterborough County-City Health Unit

(hereinafter called the "Health Unit")

- and -

The Corporation of the City of Peterborough

(hereinafter called the "City")

Whereas this Agreement is being entered into pursuant to the Building Code Act (hereinafter called the "Act"), for the purpose of delegating to the Health Unit certain responsibilities under the Act and the Building Code, as they are from time to time amended, as set out herein with respect to the sewage systems (with a capacity of 10,000 litres per day or less);

Now Therefore in Consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

Article One - General

Section 1.01 Application: This Agreement shall be applicable to all lands where no municipal sewers are available in the City (hereinafter called the "Lands").

Section 1.02 Duties: The Health Unit 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.

Article Two - Definitions

Section 2.01 in this Agreement,

(i) "Sewage System" means any works for the collection, transmission, treatment and disposal of sewage or any part of such works to which the Act applies with a capacity of 10,000 litres per day or less
(ii) "Inspector" means an inspector appointed under section 3.1(2) of the Building Code Act, 1992 as amended from time to time;

Article Three - Services of the Health Unit

Section 3.01 Services: The Health Unit shall provide the following services in relation to the Lands:

(i) Receive and process application and requests related to activities listed in paragraphs (ii) and (iv) of this section.

(ii) Inspect properties prior to the issuance of a permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.

(iii) Issue permits under the Act and Building Code relating to Sewage Systems (a "Permit").

(iv) Following the issuance of a Permit, inspect and re-inspect when necessary, Sewage System installations to ascertain compliance with the Permit and other requirements under the Act or Building Code.

(v) Conduct 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 official plans and zoning by-laws and amendments to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.

(vi) Conduct inspection of land which is the subject of an application for severance, where no municipal sewage services are proposed, to ensure that each lot will be suitable for the installation of a Sewage System.

(vii) Provide reports and comments on minor variances and severances directly to the appropriate planning authority.

(viii) Review planning documents including, but no limited to, subdivision or condominium proposals, draft official plans, and proposed amendments to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.

(ix) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement, including annual reporting on-site sewage system permit issuance.

(x) Upon reasonable notice by the City, provide reasonable access to the City of all records kept under subsection 3.01 (ix).
(xi) Respond to inquiries made by any person under the Municipal Freedom of Information and Protection of Privacy Act and related Regulation, as amended from time to time, or through any other legal channel.

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

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

(xiv) Prepare documentation necessary for prosecution activities relating to Sewage Systems under the Act and Building Code pursuant to the Provincial Offences Act, as amended from time to time.

(xv) Provide all forms necessary for the administration of this Agreement.

(xvi) Be responsible for any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.

Section 3.02 Services for Mandatory Re-inspection of On-site Sewage Systems: The Health Unit shall provide the following services in relation to the Lands:

(i) Review the files in relation to the properties that the on-site sewage system is required to be re-inspected (i.e., mandatory - on-site sewage systems located in "vulnerable areas" as outlined in source protection plans), as identified by the Otonabee River Conservation Authority, in the Trent Source Protection Plan and Assessment Report.

(ii) Conduct a re-inspection of the on-site sewage system identified in (i).

(iii) Issue a “Certificate of Re-inspection” to the property owner indicating that the on-site sewage system does not require an upgrade/replacement at the time of the re-inspection.

(iv) If (iii) is not satisfied, then issue a “Notice of Upgrade/Replacement” to the property owner requiring them to upgrade or replace their on-site septic system.

(v) Receive and process applications and requests related to activities listed in paragraph (iv).

(vi) Inspect properties prior to the issuance of a permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.

(vii) Issue Permits under the Act and Building Code relating to Sewage Systems (a "Permit").
(viii) Following the issuance of a Permit, inspect and re-inspect when necessary, Sewage System installations to ascertain compliance with the permit and other requirements under the Act or Building Code.

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

(x) Upon reasonable notice by the City, provide reasonable access to the City of all records kept under subsection 3.01 (ix).

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

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

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

(xiv) Prepare documentation necessary for prosecution activities relating to Sewage Systems under the Act and Building Code. Administer proceedings relating to Sewage Systems pursuant to the Provincial Offences Act, as amended from time to time.

(xv) Provide all forms necessary for the administration of this Agreement.

(xvi) Be responsible for any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.

Article Four - Collection of Sewage System Fees

Section 4.01 Collection of Fees: The Health Unit shall collect and retain all fees, as set out in Schedule "A", payable by any person for work performed by the Health Unit hereunder as compensation for its services provided hereunder and all persons required to pay any fee shall pay the fee to the Health Unit.

Section 4.02 Mandatory Re-inspections of On-site Sewage Systems: The Health Unit shall retain all fees for mandatory re-inspections of On-site Sewage Systems, as set out in Schedule "A" and Schedule "C", attached hereto, by invoicing the City on an annual basis. The City will invoice the respective property owners at the completion of the mandatory inspections. Uncollected fees will be placed on the property owner's tax roll.

Section 4.03 Fee Schedule: It is agreed and understood that the fees charged in association with the provision of the above services shall be on a cost recovery basis only.
The Health Unit shall submit to City Council for approval the proposed fee schedule with supporting documentation verifying that the fees are not in excess of actual costs. The City reserves the right to reduce any or all fees charged by the Board of Health, however, it is expressly understood that in doing so, the Board of Health may bill the City directly for any costs not covered by the reduced fee schedule.

Section 4.04 Amendment of Fee Schedule: Any amendments by the Health Unit to the fee schedule shall not be made without the approval of City Council.

Article Five - Inspectors

Section 5.01 Qualifications: The Health Unit shall appoint Inspectors who meet the requirement of the Act and the Building Code and shall issue a certificate of appointment to each appointed Inspector.

Article Six - Liabilities and Insurance

Section 6.01 Liability of the Health Unit: The Health Unit shall indemnify and save harmless the City from and against all claims, demands, losses, costs, damage, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Health Unit in executing the work under this Agreement. The City shall be named as an additional insured on the policy of the Health Unit. The Health Unit shall provide a certificate of insurance annually to the City.

Section 6.02 Insurance: For the term of this Agreement, the Health Unit will, at its expense, maintain liability insurance contracts of the nature, in the amounts and containing the terms and conditions, if any, set out in Schedule “B”.

Article Seven - Term and Termination of Agreement

Section 7.01 Term: This Agreement shall continue in force for a period of five years commencing October 1, 2014 and ending September 31, 2019.

Section 7.02 Termination: This Agreement may be terminated by either party upon written notice being received six (6) months prior to the proposed termination date.

Article Eight - Miscellaneous

Section 8.01 Preamble: The preamble hereto shall be deemed to form an integral part hereto.
Section 8.02 **Gender, etc.**: Whenever the singular form is used in the 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.

Section 8.03 **Amendments**: This Agreement shall not be changed, modified, 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 8.04 **Assignment**: This Agreement shall not be assignable by either party hereto without the written consent of the other party being first obtained.

Section 8.05 **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 and shall be given by being delivered or mailed to the following addresses of the parties respectively:

(a) To the Health Unit:

Board of Health for the Peterborough County City Health Unit  
10 Hospital Drive  
Peterborough, ON  
K9J 8M1  
Attention: The Medical Officer of Health

(b) To the City

The Corporation of the City of Peterborough  
500 George St. North  
Peterborough, ON  
K9H 3R9  
Attention: The City Clerk

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 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 8.05.

Section 8.06 **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 8.07 **Governing Law:** The provisions of this Agreement shall be constructed 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.

**Board of Health for the Peterborough County-City Health Unit**

[Signature]

**Chairperson**

[Signature]

Rosana Pellizzari, M.D.
Medical Officer of Health

We have the authority to bind the Board

**The Corporation of the City of Peterborough**

[Signature]

Daryl Bennett, Mayor

[Signature]

John Kennedy, City Clerk

We have the authority to bind the Corporation
## Schedule "A"
Sewage System Fees, effective May 18, 2014

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<thead>
<tr>
<th>Service</th>
<th>Type</th>
<th>Fee</th>
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<tr>
<td>Sewage System Permits</td>
<td>Permit for Class 4 Sewage System, design capacity less than or equal to 4500 litres per day</td>
<td>$700.00</td>
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<td>Permit for Class 4 Sewage System, design capacity greater than 4500 litres per day and 10,000 litres per day or less</td>
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<td></td>
<td>Permit for Class 4 Sewage System Tank Replacement Only</td>
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<td>Permit for Class 5 Sewage System (Holding Tank)</td>
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<tr>
<td></td>
<td>Permit for Class 3 Sewage System (Cesspool)</td>
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<td>Permit for Class 2 Sewage System (Greywater System)</td>
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<tr>
<td></td>
<td>Sewage System Permit for Trench Bed repair or extension of 16 metres or less</td>
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<td></td>
<td>Sewage System Permit for Filter Bed repair, replacement or extension of 6 square metres or less</td>
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<td>Change of Use Permit (Existing)</td>
<td>Existing System Inspection (Sewage Systems Permit for change of use or building addition, comments on minor variance, or rezoning)</td>
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<td>Rezoning or Minor Variance</td>
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<td>Severance or Subdivision Comments</td>
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<td></td>
<td>Each additional lot</td>
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<tr>
<td>Severance or Subdivision Re-inspection</td>
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<td>Copies</td>
<td>Copies of Archived permits</td>
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<td>File Search</td>
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<td>Certificate of Re-inspection</td>
<td>Inspection of On-site Sewage Systems (Mandatory)</td>
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Schedule “B”
Insurance Coverage of the Peterborough County-City Health Unit

Professional and General Liability  $5,000,000.00
Administrator’s Errors and Omissions  $5,000,000.00
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<thead>
<tr>
<th>Document Reference</th>
<th>Location</th>
<th>Address</th>
<th>Date</th>
<th>Description</th>
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<td>RR 9 Station Main</td>
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<td>Peterborough</td>
<td>1230-1300 Water Street</td>
<td>October-05-16</td>
<td>SMITH CON 2 PT LOTS 18 AND 19 CON 3 PT LOT 19 FORMER RD ALLOW WATER</td>
<td>PLAN 12G PT LOT 1 BLK D</td>
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