

**BY-LAW 2018-14**

**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

**BEING** a By-Law to enter into Sewage System Management Agreement between the Rideau Valley Conservation Authority and The Corporation of the Township of Rideau Lakes.

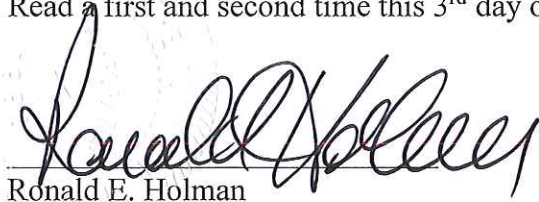
**WHEREAS** Section 9 of the *Municipal Act, 2001*, SO 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that Act or any other Act;

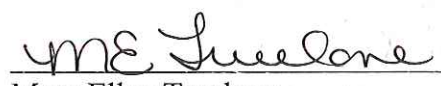
**AND WHEREAS** the Council of The Corporation of the Township of Rideau has reviewed this Agreement and are in agreement with contents of same;

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

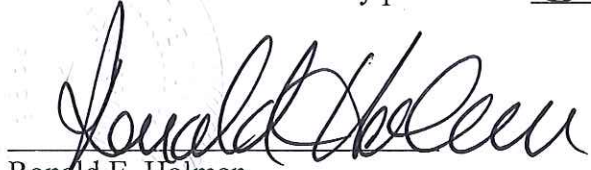
- 1) That the Mayor and Clerk of The Corporation of the Township of Rideau Lakes be and they are hereby authorized to execute the necessary documents to enter into a Sewage System Management Agreement for the purposes of the following:
  - a. Conducting one hundred and fifty (150) septic re-inspections under the Discretionary Maintenance Inspection Program within the municipality as outlined in Schedule 'A' as attached hereto.


Read a first and second time this 3<sup>rd</sup> day of April, 2018.

  
\_\_\_\_\_  
Ronald E. Holman  
Mayor

  
\_\_\_\_\_  
Mary Ellen Truelove  
Clerk

Read a third time and finally passed this 3<sup>rd</sup> day of April, 2018.

  
\_\_\_\_\_  
Ronald E. Holman  
Mayor

  
\_\_\_\_\_  
Mary Ellen Truelove  
Clerk

**SCHEDULE 'A'**

**Sewage System Management Agreement**

This Agreement dated as of the 3<sup>rd</sup> day of April, 2018

BETWEEN:

**RIDEAU VALLEY CONSERVATION AUTHORITY**  
(hereinafter called the "Conservation Authority")

OF THE FIRST PART

- AND -

**TOWNSHIP OF RIDEAU LAKES**  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** this Agreement is being entered into for the purpose of conducting one hundred (150) septic re-inspections under the Discretionary Maintenance Inspection Program.

**NOW THEREFOR 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 within the municipality serviced by private sewage systems.

Section 1.02 Duties:

The Conservation Authority shall faithfully carry out its duties hereunder in accordance with the accepted terms of reference. Any violations of the Building Code will be reported directly to the Chief Building Official for follow-up.

## ARTICLE TWO

### DEFINITIONS

Section 2.01 of this Agreement,

- (i) "Sewage System" means any work for the collection, transmission, treatment and disposal of sewage or any part of such works to which the Building Code 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.

## ARTICLE THREE

### SERVICES OF THE CONSERVATION AUTHORITY

Section 3.01 Septic Re-inspection Services:

The Conservation Authority shall:

- (i) Undertake an on-site septic re-inspection program as described as **Discretionary: Visual Inspection & Septic Tank Inspection and Management Program, Appendix A** – appended hereto as Appendix A.

## ARTICLE FOUR

### FEEES

Section 4.01 Lump Sum Payment:

Upon completion of the Septic Re-inspection Services described in **Discretionary: Visual Inspection & Septic Tank Inspection and Management Program: Management Program** appended hereto as Appendix A and report to council, the Conservation Authority shall invoice the Municipality for the lump sum of **\$14,250**. Such invoices shall become due and payable upon receipt.



## **ARTICLE FIVE**

### **INSPECTORS**

#### Section 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, or a facsimile to it, to each Inspector appointed by the Conservation Authority.

## **ARTICLE SIX**

### **LIABILITIES AND INSURANCE**

#### Section 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.

#### Section 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.

## **ARTICLE SEVEN**

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

#### Section 7.01 Term:

This Agreement shall continue in force for a period of nine (9) months commencing April 9, 2018 and ending December 31, 2018.

#### Section 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.

## ARTICLE EIGHT

### MISCELLANEOUS

#### Section 8.01 Preamble:

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

#### Section 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.

#### Section 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.

#### Section 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:

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

(b) To the Municipality:

Township of Rideau Lakes,  
P.O. Box 500,  
Delta, Ontario  
K0E 1G0  
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 8.06 Headings:

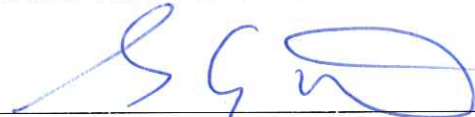
The section heading hereof have been inserted for the convenience of reference only and shall not be constructed to affect the meaning, construction of effect of this Agreement.

Section 8.07 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**

  
\_\_\_\_\_  
General Manager, Sommer Casgrain-Robertson

**TOWNSHIP OF RIDEAU LAKES**

  
\_\_\_\_\_  
Mayor, Ronald Holman

  
\_\_\_\_\_  
Clerk, Mary Ellen Truelove

## Appendix A - Schedule

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Proposed Schedule of Sewage System Re-inspections for 2018.

Action Item	Date
Initial Notification to Selected Landowners	May 7, 2018
Field Inspections Begin	May 21, 2018
Field Inspections Completed	September 28, 2018
Data Entry Complete	October 19, 2018
Draft Summary Report Prepared	November 9, 2018
Final Report Submitted	November 23, 2018

### Discretionary:

#### Visual Inspection & Septic Tank Inspection and Program Management

Program Management Costs:

Accessory Cost = \$5300

Accessory costs include labour, vehicle lease, fuel and maintenance, inspection equipment.

Mailing Cost:

Postage (\$300.00) + Administrative support (\$400.00) = Budget for 2018 mail-outs (\$700.00)

Site Inspection:

150 Sewage System Re-inspections @ \$55.00/inspection = \$8250.00

\*Any inspections completed over 150 = \$95.00/inspection

Total Program Cost = \$5300.00 + \$700.00 + \$8250.00 = \$14,250.00



## Appendix B – Summary of Proposal Components

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### **Proposal 1: Visual Inspection & Septic Tank Inspection and Management Program**

- ✓ 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
- ✓ 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 township building officials to insure Part 8 compliance of properties identified as deficient in the re-inspection program.