

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-178

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND BOARD OF HEALTH FOR THE PETERBOROUGH COUNTY CITY HEALTH UNIT

NOW THEREFORE, THE CORPORATION OF THE CITY OF PETERBOROUGH, by the Council thereof hereby enacts as follows:

1. That the Mayor and Clerk be hereby authorized to execute an agreement with the Board of Health for the Peterborough County City Health Unit, hereby attached as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second and third time this 23rd day of October, 2006

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE "A"

SEPTIC SYSTEM INSPECTION AGREEMENT

THIS AGREEMENT dated this 23rd day of October, 2006

B E T W E E N:

BOARD OF HEALTH FOR THE
PETERBOROUGH COUNTY CITY HEALTH UNIT
(the "Health Unit")

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH
(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 sewage systems (with a capacity of less than 10,000 litres per day);

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE ONE - GENERAL

- 1.01 This Agreement applies to all lands within the City where no municipal sewers are available (the "Lands").
- 1.02 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

In this Agreement the following words have the following meaning:

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 less than 10,000 litres;

Inspector – means an inspector appointed under section 32.1 of the *Building Code Act*, 1992 as amended, or any successor legislation thereto;

ARTICLE THREE - THE HEALTH UNIT'S SERVICES

- 3.01 The Health Unit shall provide the following services in relation to the Lands:
 - i. Receive and process applications 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 reinspect when necessary, Sewage System installations to ascertain compliance with the permit and other requirements under the Act or Building Code.
- v. Conduct land 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 of 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 not limited to, subdivision 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.
- x. Upon reasonable notice from 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 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, R.S.O. 1990, c. P.33.
- 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 - FEES

- 4.01 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 such fee shall pay the fee to the Health Unit.
- 4.02 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.
- 4.03 The Health Unit shall not amend the fees set out in Schedule "A" without the approval of City Council. On or about the last business day in February in each year of the Term, the Health Unit shall provide the City with any suggested changes to the fees set out in Schedule "A" along with an explanation for each suggested change.

ARTICLE FIVE - INSPECTORS

- 5.01 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

- 6.01 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.
- 6.02 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

- 7.01 This Agreement shall continue in force until terminated by either party.
- 7.02 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

- 8.01 The preamble shall be deemed to form part of this Agreement.
- 8.02 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.

8.03 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.

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

8.05 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 City of Peterborough
500 George Street N.
Peterborough, ON
K9H 3R9

Attention: The City Clerk

With a Copy to:

The City of Peterborough
500 George Street N.
Peterborough, ON
K9H 3R9

Attention: The Chief Building Official

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.

8.06 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.

Schedule A – Sewage System Fees

Permit Type	Activity	Fee
Sewage System Permits	Permit for Class 4 sewage system, design capacity less than or equal 4500 litres per day, except as provided below	\$375
	Permit for Class 4 sewage system, design capacity greater than 4500 litres per day and less than 10,000 litres per day, except as provided below	\$600
	Permit for Class 4 sewage system tank Replacement Only	\$250
	Permit for Class 5 sewage system (Holding Tank)	\$375
	Permit for Class 3 sewage system (Cesspool)	\$225
	Permit for Class 2 sewage system (Greywater System)	\$225
	Sewage system permit for Trench Bed Repair or extension of 16 metres or less	\$250
	Sewage system permit for Filter Bed Repair or extension of 6 square metres or less	\$250
Change of Use Permit	Existing System Inspection (Sewage System Permit for change of use or building addition, comments on minor variance, or rezoning)	\$150
Copies	Copies of archived permits	\$25
File Search	File Search, copies and letter	\$75
	Comments on Severance or Subdivision Application First Lot	\$175
	Each Additional Lot	\$125

Schedule B – Insurance Coverage

The Peterborough County-City Health Unit

Professional and General Liability	\$5,000,000.00
Administrator's Errors and Omissions	\$5,000,000.00