

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-77

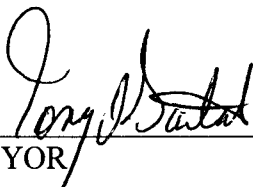
**Being a By-law to authorize the signing of an agreement
with the Windsor-Essex County Health Unit**

WHEREAS the Town of Amherstburg has engaged the services of the Windsor-Essex County Health Unit pursuant to the Building Code Act for the purpose of delegating to the Health Unit certain responsibilities under the Act and The Building Code with respect to sewage systems with a capacity of less than 10,000 litres per day.


**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and clerk be authorized to execute the agreement with the Windsor-Essex County Health Unit for the delivery of the sewage system program, a copy of which is attached hereto and forms a part of this by-law.
2. That by-law 2002-01 be repealed.
3. That this by-law shall come into force and effect on the final passing thereof.

Read a first, second and third time and finally passed this 16th day of December, 2002.



MAYOR



CLERK

1st Reading: December 16, 2002

2nd Reading: December 16, 2002

3rd Reading: December 16, 2002

SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated as of the 16th day of *December, 2002*

BETWEEN:

BOARD OF HEALTH FOR THE WINDSOR-ESSEX COUNTY HEALTH UNIT
(Hereinafter called the "Health Unit")

OF THE FIRST PART

-AND-

THE TOWN OF AMHERSTBURG
(Hereinafter called the "Municipality")

OF THE SECOND PART

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

Section 1.01 Application: This Agreement shall be applicable to all lands where no municipal sewers are available in the Municipality (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 less than 10,000 litres;
- (ii) "Inspector" means an inspector appointed under section 32.1 of the Building Code Act, 1992 as amended;

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) Carry out an inspection of land, which is planned to be divided by severance, where no municipal sewage services are proposed, to ensure that each lot will be suitable for the installation of a Sewage System.
 - (ii) 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.
 - (iii) Provide reports and comments on minor variances and severances directly to the appropriate planning authority.
 - (iv) Inspection of properties prior to the issuance of a permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.
 - (v) Issue permits under the Act and Building Code relating to Sewage Systems (a "Permit").
 - (vi) Following the issuance of a permit, inspection and re-inspection when necessary, of Sewage System installations to ascertain compliance with the permit and other requirements under the Act or Building Code.
 - (vii) Land inspection to determine the acceptability of subdivision applications, where no municipal sewage services are proposed, to ensure that each lot will be suitable for the installation of a Sewage System.
 - (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) Review, inspect and provide comment on applications for building additions as they relate to existing Sewage Systems.
 - (x) Review, inspect and provide comment on applications for change of Use Permits as they relate to existing Sewage Systems.
 - (xi) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.
 - (xii) Upon reasonable notice by the Municipality, provide reasonable access to the Municipality of all records kept under subsection 3.01 (x).
 - (xiii) Consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.
 - (xiv) 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.

- (xv) 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.
- (xvi) Issue orders under the Act relating to Sewage Systems.
- (xvii) Prepare documentation necessary for prosecution activities relating to Sewage Systems under the Act and the Building Code. Administer proceedings relating to Sewage Systems pursuant to the Provincial Offenses Act, R.S.O. 1990, c.P.33.
- (xviii) The Health Unit shall provide all forms necessary for the administration of this Agreement.
- (xix) Any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.

ARTICLE FOUR

FEES

Section 4.01 Collection of Fees: The Applicant shall attach a cheque to an application, payable to the Windsor-Essex County Health Unit, in the amount set out in Schedule A.

Section 4.02 Amendment of Fee Schedule: The Board of Health shall have the sole discretion, acting reasonably, to amend the fees as set out in Schedule A from time to time.

ARTICLE FIVE

INSPECTORS

Section 5.01 Qualifications: Only those persons who are Certified by the Ministry of Municipal Affairs and Housing to inspect sewage systems shall be employed as an Inspector for the purposes of this Agreement.

Section 5.02 Appointment: The Medical Officer of Health shall be responsible for the appointment of all Inspectors and shall issue a certificate of appointment bearing his or her signature, or a facsimile of it, to each qualified Inspector appointed by the Health Unit.

ARTICLE SIX

LIABILITIES AND INSURANCE

Section 6.01 Liability of the Health Unit: The Health Unit shall indemnify and safe harmless the Municipality 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 attribute to the activities of the Health Unit in executing the work under this Agreement.

Section 6.02 Insurance: For the term of this Agreement, the Health Unit will, at its expense, maintain commercial general liability insurance with a limit of not less than 5 million dollars subject to the conditions, terms and exclusions contained therein.

ARTICLE SEVEN

TERM AND TERMINATION OF AGREEMENT

Section 7.01 Term: This Agreement shall commence on the date it is endorsed by Municipal Council and end December 31, 2003.

Section 7.02 Termination: This Agreement may not be terminated prior to the end of the term set out in Section 7.01 hereto unless such termination is agreed to in writing by both parties hereto.

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 8.04 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 Windsor-Essex County Health Unit
1005 Ouellette Avenue
Windsor, Ontario
N9A 4J8

Attention: Medical Officer of Health

(b) To the Municipality

The Corporation of The Town of Amherstburg
P. O. Box 159, 271 Sandwich Street South
Amherstburg, Ontario N9V 2Z3
Attention: 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 lockout in the Canadian postal service, in which case service shall be by way of delivery only). Either party may at any time given notice in writing to the other party of the


change of its address for the purpose of this Section 8.03.

Section 8.06 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.

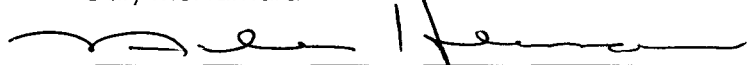
Section 8.07 Governing Law: The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

**BOARD OF HEALTH FOR THE
WINDSOR-ESSEX COUNTY HEALTH UNIT**

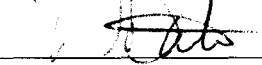


Chair of the Board
Gary McNamara

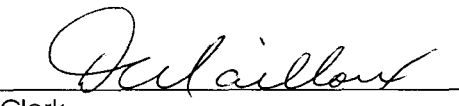


Secretary
G. Allen Heimann, MD, MHSc

MUNICIPALITY



(Mayor)



Clerk

SCHEDULE A

***2003 Sewage System Fee Schedule
Sewage System Management Agreement***

<u>Activity or Item</u>	<u>Fee</u>
<u>Permits</u>	
Class 4 – New or Replacement System	\$400.00
Class 4 – Tertiary System	\$460.00
Class 4 – Tank Replacement only	\$160.00
Class 5 – Holding Tank	\$400.00
<u>Reviews & Assessments</u>	
Subdivision – each individual lot	\$80.00 per lot
Severance Application	\$80.00 per lot
Minor Variance	\$80.00
Building Addition/Alteration	\$95.00
Property Inquires/File Searches plus copy Of Application or Permit (septic systems)	\$55.00

****Note:**

Each lot created within a severance application has a charge of \$80.00 per lot. If the retained portion is less than 10 acres, the retained portion is considered as a building lot and also has a fee of \$80.00