

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 99-10

A By-Law to enter into an agreement with Janota Patrick & Associates Ltd. re Approval of Septic Systems.

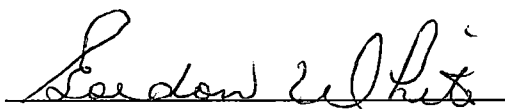
WHEREAS:

1. A Municipality has authority under the Municipal Act R.S.O. 1990, C.M. 45, Section 102 to pass by-laws regarding the health, safety and welfare of the inhabitants of the Municipality.
2. The Council of the Corporation of the Township of Westmeath considers it expedient to enter into an agreement with Janota Patrick & Associates Ltd. for approval of Septic Systems.

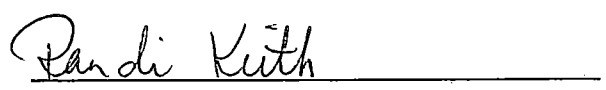
NOW THEREFORE the Council of the Corporation of the Township of Westmeath ENACTS as follows:-

- 1) That the Corporation of the Township of Westmeath enters into an agreement with Janota Patrick & Associates Ltd. for approval of Septic Systems.
- 2) That the Reeve and Clerk are hereby authorized to sign the agreement referred to in Section 1, on behalf of the Corporation.

PASSED and ENACTED this 17 day of March, 1999.



Reeve



Clerk

SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated as of the 17 day of March 1999.

BETWEEN:

JANOTA PATRICK & ASSOCIATES LTD.

OF THE FIRST PART

AND

TOWNSHIP OF WESTMEATH
(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 Janota Patrick & Associates Ltd. 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

Janota Patrick & Associates Ltd. 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 the Building Code Act, 1992 as amended;

ARTICLE THREE

SERVICES OF JANOTA PATRICK & ASSOCIATES LTD.

Section 3.01 Services

Janota Patrick & Associates Ltd. shall provide the following services in relation to the Lands:

- (i) Must 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) Inspection of properties prior to the issuance of a permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.
- (iii) Following the issuance of a permit, inspection and reinspection when necessary, of Sewage System installations to ascertain compliance with the permit and other requirements under the Act or Building Code.
- (iv) Land inspections to determine the acceptability of applications for zoning amendments 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 provision of the Act and Building Code relating to Sewage Systems.

- (v) Issue permits under the Act and Building Code relating to Sewage Systems (a "Permit").
- (vi) Receive and process applications and requests related to activities listed in paragraphs (i) through (v) of this section.
- (vii) Provide reports and comments on zoning amendments 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) Attend meetings of Municipal Council and their committees to discuss matters relating to any provisions of the Act or Building Code relating to Sewage Systems.
- (x) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.
- (xi) Upon reasonable notice by the Municipality, provide reasonable access to the Municipality of all records kept under subsection 3.01 (x).
- (xii) Consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (xiii) 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.
- (xiv) 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.
- (xv) Issue orders under the Act relating to Sewage Systems.
- (xvi) 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.
- (xvii) Janota Patrick & Associates Ltd. shall provide all forms necessary for the administration of this Agreement.
- (xviii) 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

Janota Patrick & Associates Ltd. shall collect and retain all fees, as set out in Schedule "A", payable by any person for work performed by Janota Patrick & Associates Ltd. hereunder as compensation for its services provided hereunder and all persons required to pay any such fee shall pay the fee to Janota Patrick & Associates Ltd. All fees, as set out in Schedule "B", shall be payable by the Municipality to Janota Patrick & Associates Ltd. for work performed by Janota Patrick & Associates Ltd. hereunder as compensation for its services provided according to Schedule "B".

Section 4.02 Amendment of Fee Schedule

Janota Patrick & Associates Ltd. shall have the sole discretion, acting reasonably, to amend the fees as set out in Schedule "A" and Schedule "B" from time to time.

ARTICLE FIVE

INSPECTORS

Janota Patrick & Associates Ltd. shall be represented by Perry Larochelle who is qualified to act as an Inspector for this Agreement.

ARTICLE SIX

LIABILITIES AND INSURANCE

Section 6.01 Liability of Janota Patrick & Associates Ltd.

Janota Patrick & Associates Ltd. shall indemnify and save 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 attributable to the activities of Janota Patrick & Associates Ltd. in executing the work under this Agreement.

Section 6.02 Insurance

Janota Patrick & Associates Ltd. shall carry professional liability insurance from an insurance company satisfactory to the Municipality, and such policy shall be for an amount of One Million Dollars.

ARTICLE SEVEN

TERM AND TERMINATION OF AGREEMENT

Section 7.01 Term

This Agreement shall continue in force for a period of one year commencing April 1st, 1999 and ending March 31st, 2000.

(b) To the Municipality:
Township of Westmeath
Westmeath, Ontario
K0J 2L0

Attention: Gordon White

Any notice, report or other written communications, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such part, 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 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 thereof 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.

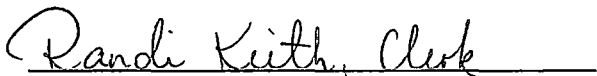
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

JANOTA PATRICK & ASSOCIATES LTD.



TOWNSHIP OF WESTMEATH





SCHEDULE "A" - JANOTA PATRICK & ASSOCIATES LTD.	
TYPE OF APPLICATION	FEE
For approval of a plan of subdivision under the Planning Act R.S.O. 1990 CH. 13	Up to 10 lot subdivision - \$100 per lot 10 - 20 lot subdivision - \$ 75 per lot 20 lot + subdivision - \$ 50 per lot
For consent under the Planning Act R.S.O. 1990 CH. 13 and/or Zoning By-Law Amendment and/or Official Plan Amendment	\$125.00
For authorization of a zoning amendment under the Planning Act R.S.O. 1990 CH. 13	\$ 65.00
For approval of a condominium	\$225.00
Certificate of Approval for a class 2 sewage system	\$125.00
Certificate of Approval of a class 3 sewage system	\$125.00
Certificate of Approval for a class 4 sewage system using a leaching bed	\$250.00
Certificate of Approval of a class 4 sewage system using a filter bed	\$250.00
Certificate of Approval for a class 5 sewage system	\$250.00
File search fees	\$ 50.00

GST applicable to all fees.

SCHEDULE "B" - JANOTA PATRICK & ASSOCIATES LTD.

TYPE OF APPLICATION	FEE
<u>For issues dealing with non-compliance</u> investigating and preparing reports, issuing orders, preparing documentation for prosecution activities and administering proceedings	\$210.00 per diem
For review of draft Official Plans	\$210.00 per diem

GST applicable to all fees.