

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BETWEEN:**

The Corporation of the County of Northumberland  
(hereinafter referred to as the County)

-and-

The Corporation of the Township of Alnwick/Haldimand  
The Corporation of the Municipality of Brighton  
The Corporation of the Town of Cobourg  
The Corporation of the Township of Cramahe  
The Corporation of the Township of Hamilton  
The Corporation of the Municipality of Port Hope  
The Corporation of the Municipality of Trent Hills

(hereinafter referred to as the "member municipalities")

**WHEREAS** the member municipalities to this Agreement each currently enforce the provisions of the Building Code Act and Building Code within their respective Municipalities;

**AND WHEREAS** Section 6.2(1) of the Building Code Act, S.O., 1992, c.23 as amended authorizes the council of an upper-tier municipality and of one or more municipalities in the upper-tier municipality to enter into an Agreement for the enforcement by the upper-tier municipality of the provisions of this Act and the Building Code related to Sewage Systems in the municipalities and for charging the municipalities the whole or part of the cost;

**AND WHEREAS** the parties consider it desirable for the County to provide the necessary inspection and enforcement services pursuant to the Sewage System provisions of the Building Code Act, S.O., 1992, c.23 as amended in each Municipality; and

**AND WHEREAS** this Agreement has been authorized by By-law by each of the parties hereto:

**IN CONSIDERATION OF** the mutual terms and conditions herein contained and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties hereto) the parties hereby covenant and agree with each other as follows:

**DEFINITIONS:**

1. In this Agreement:

- (a) "Building Code Act" or "Act" means the Building Code Act, S.O., 1992, c.23 as amended and any successor thereto.
- (b) "Building Code" means Ontario Regulation 332/12 as amended enacted pursuant to the provisions of the Building Code Act and any successor thereto.
- (c) "Inspector" means an inspector appointed under section 6.2(3) of the Building Code Act, 1992 as amended;
- (d) "Lands" means all lands in a member municipality where no municipal sewers are available in that member municipality;
- (e) "Permit" means a permit allowing the construction, repair or modification of a Sewage System issued in accordance with the Act.

- (f) "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 design capacity of 10,000 litres per day or less;

**TERM:**

2. This Agreement shall come into force and take effect upon the 1<sup>st</sup> day of July, 2024 and shall continue in full and force effect for a period of ten years up to and including June 30, 2034 unless earlier terminated in accordance with the provisions of this Agreement.

**RESPONSIBILITIES OF THE PARTIES:**

3. (1) The County agrees to:
- a) appoint a Senior Sewage Systems Inspector and such Sewage Systems Inspectors as necessary for the purpose of carrying out plans review, inspections and enforcements of the Building Code Act and the Building Code relating to Sewage Systems. Such Inspectors shall meet the qualification requirements of the Act and the Building Code.
  - b) pay the salaries and benefits and all other usual expenses arising out of an employee/employer relationship for the Senior Sewage Systems Inspector and other Sewage Systems inspectors.
  - c) maintain accurate financial records of all costs incurred by the County relating to the employment of the Senior Sewage Systems Inspector and other Sewage Systems inspectors and the expenses incurred by the inspectors in the performance of their duties.
  - d) provide an annual budget report of actual revenue and operating expenses.
  - e) conduct a fee study to ensure compliance with Sections 7 (2), 7(4), 7(5), 7(6), 7(8) of the Act and Division C Part 1, Section 1.9 of the Building Code.
  - f) indemnify and save harmless the member municipalities 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 County in executing the work under this Agreement.
  - g) maintain at its expense, liability insurance contracts for Professional and General Liability in the amount of \$5,000,000 and for Administrator's Errors and Omissions in the amount of \$ 5,000,000. The member municipalities shall be named as additional insureds on the policy of the County. The County shall provide a certificate of insurance annually to the member municipalities.
3. (2) Each member municipality agrees :
- a) to receive applications for Sewage Systems permits along with the application/permit fees as set out in the most recent County Fees and Charges By-law.
  - b) to forward copies of the applications for Sewage System permits and accompanying fees to the County in a timely manner.
  - c) to forward any plans , specifications, minor variances or zoning information relevant to Sewage Systems installations to the Senior Sewage Systems Inspector for plan review.

- d) to notify the County of any changes or revisions to plans or construction deviations observed by a municipal building inspector from the plans or information submitted by a building permit applicant in support of a Sewage System Permit.
- e) that the County, acting reasonably, shall have sole discretion in determining the manner in which to perform the services under this agreement (the "Services"), and that it shall not interfere with the County in its performance of the Services under this agreement, and that it will co-operate with the County and take reasonable steps as required to assist the County in providing the Services.
- f) to indemnify and save harmless the County 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 member municipality in fulfilling its obligations under this Agreement.
- g) to maintain at its expense, liability insurance contracts for Professional and General Liability in the amount of \$5,000,000 and for Administrator's Errors and Omissions in the amount of \$ 5,000,000. The County shall be named as an additional insureds on the policy of the member municipality. The member municipality shall provide a certificate of insurance annually to the County.

**SERVICES TO BE PROVIDED:**

- 4. (1) The County shall provide the following Services in relation to the Lands:
  - a) Receive and process applications and requests related to Sewage Systems.
  - b) Inspect properties prior to the issuance of a permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.
  - c) Issue permits under the Act and Building Code relating to Sewage Systems and forthwith forward copies of such permits to the member municipality upon issuance.
  - d) 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.
  - e) 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 official plans and zoning by-laws and amendments to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.
  - f) Conduct inspection of land which is the subject of an application for severance or subdivision, where no municipal sewage services are proposed, to determine whether or not any lot would be suitable for the installation of a Sewage System.
  - g) Review planning applications and provide reports and comments on minor variances and severances through the County Planning Service to the appropriate planning authority

- h) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.
- i) Upon reasonable notice by a member municipality, provide reasonable access to the member municipality of all records relating to the performance of duties under this Agreement.
- j) 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.
- l) 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.
- m) Issue orders under the Act relating to Sewage Systems.
- n) 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.
- o) Provide all forms necessary for the administration of this Agreement.
- p) Be responsible for any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.
- q) Review the files in relation to the properties for which 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).
- r) Conduct a re-inspection of the on-site sewage system identified in (q) in accordance with the County sewage system re-inspection By-law

**COURT PROCEEDINGS:**

5. (1) The parties hereby acknowledge and agree that in the event that it becomes necessary to take any court action to enforce the Sewage Systems provisions of the Building Code Act or Building Code or to respond to any action arising out of the enforcement of the Building Code Act and Building Code or any appeal arising out of the Building Code Act relating to Sewage Systems issues, the County at its discretion may initiate enforcement proceedings and shall be responsible for the taking of such action or responding to such claim or appeal and shall also be responsible for any legal costs and disbursements that may be incurred in undertaking or responding to the proceeding.
- (2) The parties agree that permit fees may contain an allowance or contingency amount for anticipation of potential enforcement action and the permit fees may be adjusted from time to time to ensure that funds are available to cover any legal costs and disbursements that may be incurred in the enforcement of legal proceedings or prosecutions.

## **TERMINATION:**

6. (1) The parties agree that this Agreement shall not be terminated by any of the parties hereto prior to June 30, 2029.
- (2) The parties agree that after June 30, 2029, this Agreement shall not be subject to any right of termination by any party or parties hereto unless the party or parties to this Agreement wishing to have the Agreement terminated has or have given written Notice to all other parties; and all parties to this Agreement have agreed in writing to the termination of this Agreement.
- (3) The termination of this Agreement shall occur on the 31<sup>st</sup> day of December in the year in which agreement by all parties to terminate this Agreement is achieved unless all of the parties to this Agreement agree to an earlier termination date.
- (4) In the event of the termination of this agreement the member municipalities shall pay to the County any costs that may be incurred by the County for the termination of the employment of the Senior Sewage Systems Inspector and/or Sewage Systems inspectors as a result of the termination of this Agreement and each of the member municipalities shall contribute to the termination costs in an amount equal to each member municipality's proportionate share of the total of the Sewage Systems average permit fees collected for the past three years prior to the year of the effective date of termination after any and all reserve money has been exhausted.

## **WITHDRAWAL:**

7. (1) The parties hereto and each of them agree that no party or parties shall withdraw or be entitled to withdraw from this Agreement prior to June 30, 2029.
- (2) Any member municipality wishing to withdraw from this Agreement subsequent to June 30, 2029 shall give a minimum of one full year's written notice to all of the other parties provided that such notice shall not be given prior to June 30, 2029. Such withdrawal shall take effect on the 31<sup>st</sup> day of December in the year following the year in which such notice or withdrawal is given.
- (3) Upon the withdrawal of any member municipality, the withdrawing member municipality shall not be entitled to any reimbursement or compensation for any money paid pursuant to the provisions of this Agreement. Further, the said member municipality shall, upon the effective date of withdrawal, cease to be a party to this Agreement.
- (4) Despite the withdrawal of any member municipality, this Agreement shall continue in full force and effect unless and until terminated by the remaining parties in accordance with the Termination provisions of this Agreement.
- (5) Despite the withdrawal of any member municipality, the withdrawing member municipality shall continue to be responsible and liable for receiving Sewage Systems applications and accompanying fees and forwarding them to the County up to and including the effective date of withdrawal.

- (6) Upon the withdrawal of any member municipalities to this Agreement, the withdrawing party or parties shall pay to the County the withdrawing party's share of the costs that may be incurred by the County for the termination of the employment of the Senior Sewage Systems Inspector or the Sewage Systems Inspectors as a result of the withdrawal of the party or parties to this Agreement and the withdrawing party or parties share of these costs shall be an amount equal to the withdrawing party or parties proportionate share of the total Sewage Systems permit fees collected from all of the parties for the last calendar year prior to the year of the effective date of withdrawal. The withdrawing party or parties share of the costs of withdrawal as determined in this paragraph shall be paid to the County on or before the effective date of withdrawal and shall be held by the County in a separate interest bearing account until such times as the Senior Sewage Systems Inspector or Sewage Systems Inspectors are terminated.

#### **RESOLUTION OF DISPUTES:**

8. (1) If a disagreement or dispute arises between any of the parties to this Agreement with respect to the interpretation, construction, or performance of the Agreement which the parties are unable to resolve, such disagreement or dispute shall be determined by arbitration in accordance with and pursuant to the provisions of the Arbitrations Act, 1991, S.O. 1991, c.17 and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.
- (2) In the event that the parties cannot agree on an arbitrator, any party can apply to a single Judge of the Superior Court of Justice in accordance with and pursuant to the provisions of the Arbitration Act, 1991, S.O. 1991, c. 17 to have an arbitrator appointed.

#### **NOTICE:**

9. (1) Any notice which is permitted or required to be given pursuant to the provisions of this Agreement shall be in writing and shall be served personally or by fax or by registered mail or email upon the Municipal Clerk of each of the parties hereto and the other persons and bodies noted hereunder at the addresses hereinafter set forth or at such other address as may be given by any of them to the other in writing from time to time and such notice shall be deemed to have been received when faxed or delivered or, if mailed, twenty-four (24) hours after 12:01 a.m. on the day following the day of mailing.

The Corporation of the County of Northumberland  
555 Courthouse Road  
Cobourg, Ontario, K9A 5J6  
Attention: Jennifer Moore, CAO

The Corporation of the Township of Alwick/Haldimand  
P.O. Box 70  
Grafton, Ontario, K0K 2G0  
Attention: CAO

The Corporation of the Municipality of Brighton  
P.O. Box 189  
Brighton, Ontario K0K 1H0  
Attention Brighton: CAO

The Corporation of the Town of Cobourg  
55 King Street West  
Cobourg, Ontario, K9A 2M2  
Attention: CAO

The Corporation of the Township of Cramahe  
1 Toronto Street, Box 357  
Colborne, Ontario, K0K 1S0  
Attention: CAO

The Corporation of the Township of Hamilton  
8285 Majestic Hills Dr., PO Box 1060  
Cobourg, Ontario, K9A 4W5  
Attention: CAO

The Corporation of the Municipality of Port Hope  
56 Queen St., Box 117,  
Port Hope, Ontario, L1A 3V9  
Attention: CAO

The Corporation of the Municipality of Trent Hills  
66 Front St S, PO Box 1030  
Campbellford, ON K0L1L0  
Attention: CAO

**AMENDMENTS TO THE AGREEMENT:**

10. This Agreement including its Schedules may be amended in accordance with the majority vote of the member municipalities to this Agreement and the agreement of the County. Formal agreement of any and all amendment (s) shall be by way of adoption by by-law by the Councils of each of the member municipalities and the County.

**GOVERNING LAW:**

11. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

**HEADINGS:**

12. The headings in this Agreement are for ease of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

**SEVERABILITY:**

13. If any term or provision of this Agreement or the application thereof to any party hereto shall to any extent be held to be void, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all parties other than those to whom it was held to be void, invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**TIME OF ESSENCE:**

14. Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

**SUCCESSORS AND ASSIGNS:**

15. This Agreement shall to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties have hereunto affixed their corporate seals duly attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

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) \_\_\_\_\_  
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