

The Corporation of the Township of Huron-Kinloss



BY-LAW

2022-132

Being a By-Law to Authorize the Signing of a Memorandum of Agreement
with B.M. Ross and Associates Limited for the Septic Re-Inspection
Program for the Township of Huron-Kinloss

WHEREAS the *Municipal Act S.O. 2001, c 25, Section 5(1)*, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the *Municipal Act S.O. 2001, c 25, Section 5(3)*, as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS the Council for the Corporation of the Township of Huron-Kinloss deems it expedient to enter into a Memorandum of Agreement with B.M. Ross and Associates Limited regarding the Septic Re-Inspection Program for the Township of Huron-Kinloss;

NOW THEREFORE the Council of the Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That the Corporation of the Township of Huron-Kinloss enter into a Memorandum of Agreement with B.M. Ross and Associates Limited for Septic Re-Inspection Program attached as Schedule "A" and forming part of this By-Law.
- 2.0 That the Deputy Mayor and Deputy Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any documents required to authorize the agreement, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-Law shall come into full force and effect upon passing.
- 4.0 This By-Law may be cited as the "Septic Re-Inspection Program Agreement– B.M. Ross and Associates By-Law".

READ a FIRST and SECOND TIME this 18th day of July, 2022

READ a THIRD TIME and FINALLY PASSED this 18th day of July, 2022

Don Murray Deputy Mayor

Kelly Lush, Deputy Clerk

B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
62 North Street, Goderich, ON N7A 2T4
p. (519) 524-2641 • f. (519) 524-4403
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MEMORANDUM OF AGREEMENT

Between

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS
(herein referred to as the Township)

and

B.M. ROSS AND ASSOCIATES LIMITED
(herein referred to as BMROSS)

Regarding

SEPTIC SYSTEM RE-INSPECTION PROGRAM
(herein referred to as the Program)
CYCLE 3

1.0 Introduction

In 2007 the Township of Huron-Kinloss, by Bylaw, implemented a Septic System Re-inspection Program. BMROSS was retained by the Township to implement and administer the Program. Initially the Grey Bruce Health Unit was retained by the Township under a 4 year contract to provide re-inspection services to the Program, including the provision of an Inspector to conduct on-site inspection and to assist BMROSS in the implementation of the Program. Over the final 4 years of the Program BMROSS also assumed the re-inspection services provided by the Health Unit.

During the 8 yrs of the Cycle 1 of the Program, (2007-2014) over 3,000 inspections were undertaken were inspected. The Program was renewed in 2015 and it is expected that over 3250 inspections will be completed by the end of 2022 end of Cycle 2). Reporting to the Township is done on a continuous basis with monthly summaries, yearly presentations to Council, and a Cycle Report at the completion of 8 years.

2.0 Purpose

It is the intent of the Township to continue this Program through another cycle of inspections over the next 8 years, 2023- 2030. This will allow for the Program to continue to build on its success, allow monitoring of repairs and replacements, and continue to provide due diligence over what has been defined as an aging collection of private septic systems. The purpose of this

Memorandum of Agreement is to formalize the scope of services provided by BMROSS on behalf of the Township for this Program and to document responsibilities, timing, costs, liabilities and governance for the length of the Agreement.

3.0 Scope

The Program has generally followed the description first outlined in correspondence of March 01, 2007 from BMROSS to the Township. The intent remains to inspect every property in the Township that has an on-site private sewage system and to assess the system's ability to function as required under the Building Code Act. The Program also includes marketing and education components, development and maintenance of a database of collected information, and follow-ups of deficiencies identified through the inspection process. Major deficiencies may trigger a follow-up inspection by an inspector responsible for the administration of Part 8 of the Building Code Act on behalf of the Township. An initial focus during Cycle 3 will be to complete any inspections of properties that failed to participate in the second cycle. BMROSS will work closely with the Chief Building Official, who may have to implement enforcement actions under the Building Code Act. BMROSS will be responsible for the implementation of the Program, including the on-site inspection component. In this respect BMROSS will provide persons qualified to carry out on-site inspections as set out in the Building Code Act. The responsibility for Part 8 of the Building Code Act remains with the Township through the Chief Building Official. BMROSS acts as an agent of the Township in carrying out the Program.

4.0 Term of the Agreement

It is expected that next cycle of the Program will require 8 years, as did the first two cycles. This Agreement shall be in force for the period commencing January 01, 2015 and ending on December 31, 2030. Either party may terminate this Agreement on not less than 12 months written notice.

5.0 Fees for Service

The Program was initially funded by the Township through a special levy of \$55.00 per year on each subject property. This created a pool of monies that was used to fund the activities of the various parties involved in the implementation of the Program. BMROSS carried out the Program over the first cycle within the boundaries of the \$55 per property levy. Through Cycle 2 the levy increased on a graduated basis from an initial \$60.00 per year per property to \$70.00 per year. It is proposed that the levy per property be increased through Cycle 3, initially begin at \$70.00 per property and then be increased periodically as per the schedule below to account for inflation.

Year 1	2023	\$70.00
Year 2		\$70.00
Year 3	2025	\$73.00
Year 4		\$73.00
Year 5	2027	\$76.00
Year 6		\$76.00
Year 7	2029	\$80.00
Year 8		\$80.00

This assignment is not based on time and materials. BMROSS proposes to invoice the Township quarterly, based on the number of properties involved in the Program, at the current rate in any given year. BMROSS will provide all educational materials, mailing costs, and printing costs associated with the Program within this fee schedule. It is expected that the Township will remain involved in the Program as the initial contact for booking inspection appointments. To this end BMROSS will shares expenses for a summer student to assist in this process.

6.0 Force Majeure

Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreements is suspended if, and to the extent that, the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, fires, floods, windstorms, riots, pandemics, labour problems (including lockouts, strikes, and slow-downs) or court injunctions or orders.

In WITNESS WHEREOF the parties have executed this Memorandum of Agreement as of the _____, 2022:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Mayor, Mitchell Twolan

Date

Clerk, Emily Dance

Date

B.M. ROSS AND ASSOCIATES LIMITED

Matthew Pearson, Senior Planner & Principal

Date