

**THE CORPORATION OF THE  
TOWNSHIP OF EDWARDSBURGH CARDINAL**

**BY-LAW NO. 2022-34**

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE A  
SEWAGE SYSTEM MANAGEMENT AGREEMENT WITH THE SOUTH NATION  
RIVER CONSERVATION AUTHORITY"**

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

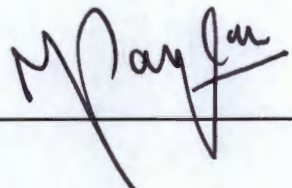
**WHEREAS** the Council of the Corporation of the Township of Edwardsburgh Cardinal deems it advisable to enter into a sewage system management agreement with South Nation River Conservation Authority for the provision the Ontario Building Code Part 8 sewage system program on behalf of the Township of Edwardsburgh Cardinal;

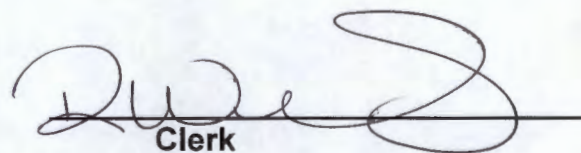
**NOW THEREFORE** the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the sewage system management agreement with South Nation River Conservation Authority, attached hereto as Schedule "A" and shall form a part of this bylaw.
2. That this bylaw shall come into force and take effect upon passing.

Read a first and second time in open Council this 24 day of May, 2022.

Read a third and final time, passed, signed and sealed in open Council this 24 day of May, 2022.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk



SOUTH NATION  
CONSERVATION  
DE LA NATION SUD

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## SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated the 31 day in the month of May, 2022

BETWEEN:

### **SOUTH NATION RIVER CONSERVATION AUTHORITY**

(a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27)  
(the "Conservation Authority")

-AND-

### **CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL**

(a municipal corporation under the *Municipal Act, 2001*, S.O. 2001 c. 25)  
(the "Municipality")

### **RECITALS:**

1. Pursuant to the *Building Code Act, 1992*, S.O. 1992 c.23 as amended (the "Act"), a Municipality may enter into agreement with a Conservation Authority having jurisdiction in the Municipality to enforce provisions of the Act and the Building Code, O. Reg. 332/12 ("the Building Code"), related to Sewage Systems.
2. This Agreement is entered into pursuant to the Act, delegating to the Conservation Authority certain responsibilities under the Act and Building Code, as amended from time to time, for Sewage Systems as defined herein.

**IN CONSIDERATION** of the mutual covenants herein contained, the Parties agree as follows:



## ARTICLE ONE

### GENERAL

Section 1.01 Application: This Agreement applies to all Properties in the Municipality serviced by Sewage Systems ("the Service Area").

Section 1.02 Duties: The Conservation Authority shall carry out its duties 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:

"Act" means the *Building Code Act, 1992*, S.O. 1992, c.23 including amendments thereto.

"Building Code" means regulations made under Section 34 of the Act.

"Conservation Authority" means the South Nation River Conservation Authority.

"Permit" means written permission or written authorization to perform work regulated under the provisions of the Building Code and Act.

"Sewage System" means:

- (a) a chemical toilet, an incinerating toilet, a re-circulating toilet, a self-contained portable toilet and all forms of privy including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system.
- (b) a grey water system,
- (c) a cesspool,
- (d) a leaching bed system, or
- (e) a system that requires or uses a holding tank for the retention of hauled sewage at the site where it is produced before its collection by a hauled sewage system, where these
- (f) have a design capacity of 10, 000 litres per day or less,
- (g) have, in total, a design capacity of 10,000 litres per day or less, where more than





- one of these are located on a lot or parcel of land, and
- (h) are located wholly within the boundaries of the lot or parcel of land on which is located the building or buildings they serve.

“Sewage System Inspector” means an employee of South Nation Conservation designated for the purpose of implementing Part 8 of the Building Code.

“The Service Area” means this Agreement applies to all Properties in the Municipality serviced by Sewage Systems.

### **ARTICLE THREE**

#### **SERVICES OF THE CONSERVATION AUTHORITY**

Section 3.01 Services: The Conservation Authority shall provide the following services in the Service Area (the “Services”):

- (i) Inspection of Properties, not serviced by municipal sewage services, which are planned to be divided by severance, 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) Inspection of Sewage Systems of Properties under consideration for connection to municipal sewage services.
- (iv) Issue permits under the Act and the Building Code relating to Sewage Systems (a “Permit”).
- (v) Inspection of Properties to determine the acceptability of applications for minor variances or lot line adjustments, concerning 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) Issue permits upon successful inspection (and repeat inspection when necessary) of Sewage Systems for compliance of the Permit and other requirements under the Act or Building Code.



- (vii) Receive and process applications and requests related to activities listed in paragraphs (i) through (vi) of this section.
- (viii) Provide reports and comments on minor variances and severances directly to the appropriate planning authority related to septic systems.
- (ix) 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.
- (x) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.
- (xi) Consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (xii) Respond to inquiries made by any person under the *Municipal Freedom of Information and Protection of Privacy Act* and related Regulations, as amended from time to time, or through other legal channels.
- (xiii) 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.
- (xiv) Issue orders under the Act relating to Sewage Systems.
- (xv) Prepare documentation necessary for prosecutions including prosecuting violations relating to Sewage Systems under the Building Code. Perform all duties related to prosecutions relating to Sewage Systems pursuant to the *Provincial Offences Act*, R.S.O. 1990, c.P.33 and the Act.
- (xvi) Provide all forms and clerical services necessary for the administration of this Agreement.
- (xvii) Any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.
- (xviii) Provide promptly to the Municipality, as may be required from time to time, copies of documents used by the Conservation Authority staff in the performance of their duties under this Agreement.



- (xix) To advise the Municipality of any existing Sewage Systems within the Service Area to allow for possible sewer connection.
- (xx) Maintain an appropriate number of adequately trained staff to carry out the services in a timely fashion.
- (xxi) Attend meetings of Municipal Council and their committees, as requested, to discuss matters relating to any provisions of the Act or Building Code relating to Sewage Systems.

Section 3.02 Performance of Duties: Dialogue is encouraged between the Conservation Authority's Sewage System Inspector and the Senior Administration Officer or Chief Building Official of the Municipality; however, the Conservation Authority shall, acting reasonably, and in accordance with our Code of Conduct (Appendix A) and applicable legislation, have discretion in determining the manner in which to perform the Services.

## ARTICLE FOUR

### FEES

Section 4.01 Collection of Fees: The Conservation Authority shall collect and retain all fees, as set out in Appendix B, payable by any person for work performed by the Conservation Authority hereunder as compensation for its services provided hereunder and all persons required to pay any such fee shall pay the fee to the Conservation Authority.

Section 4.02 Amendment of Fee Schedule: The Conservation Authority may amend the fees as set out in Appendix B by applying a cost-of-living adjustment each year, subject to the provisions of Section 1.9.1.2, Division C of the Building Code.

## ARTICLE FIVE

### INSPECTORS

Section 5.01 Qualifications: Sewage System Inspectors shall be qualified in accordance with the provisions of the Building Code and shall be appointed by the Conservation Authority's Board of Directors as per subsections 6.2 (3) and (4) of the Act.

## ARTICLE SIX

### LIABILITY, INSURANCE, AND INDEMNITY

Section 6.01 Insurance: The Conservation Authority shall at their own expense within ten (10) days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Municipality with evidence of:

**Commercial General Liability Insurance** issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the Conservation Authority relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage, broad form completed operations; owners and contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employer's liability; tenants legal liability, cross liability and severability of interest clause.

**Error and Omissions Insurance** for a limit of not less than \$2,000,000 per incident on a claims basis. Such coverage shall contain an extended reporting period of twenty-four (24) months or be maintained for a period of two years subsequent to conclusion of service provided under this Agreement.

**Environmental Impairment Liability** with a limit of not less than \$5,000,000 per incident /annual aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration costs. If such insurance is issued on a claims made basis, coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

**Automotive Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

The Municipality shall be added as Additional Insured to the above noted policies with respect to the operation of the Conservation Authority. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

The Policies shown above shall not be cancelled or materially changed unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the change or





cancellation. The insurance policies will be in a form and with a company which are, in all respects, acceptable to the Municipality.

The Conservation Authority shall provide confirmation of Workers Safety Insurance Board (WSIB) coverage to the Municipality.

All deductibles related to the operations of the Conservation Authority shall be the sole responsibility of the Conservation Authority and the Municipality shall bear no cost towards such deductibles. The Conservation Authority shall be responsible for insuring their property and the Municipality shall bear no cost towards such insurance. Should the Conservation Authority fail to insure their property, the Municipality will not be liable for such property in the event of a loss.

For the sake of clarity, the Conservation Authority has no responsibility for or liability for any sewage system services provided prior to the effective date of this Agreement. If a claim is commenced against the Conservation Authority relating to sewage system services (including but not limited to the Services set out in section 3.01) that were provided prior to the effective date of this Agreement, the Municipality agrees to defend and indemnify the Conservation Authority from any such claim.

Section 6.02 Liability of the Conservation Authority: The Conservation Authority shall indemnify and save harmless the Municipality, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Conservation Authority, their officers, employees, or others who the Conservation Authority is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Municipality in accordance with this agreement and shall survive this agreement. For the sake of clarity, the Conservation Authority has no responsibility for or liability for any sewage system services provided prior to the effective date of this Agreement. If a claim is commenced against the Conservation Authority relating to sewage system services (including but not limited to the Services set out in section 3.01) that were provided prior to the effective date of this Agreement, the Municipality agrees to defend and indemnify the Conservation Authority from any such claim.

Section 6.03 Liability of the Municipality: The Municipality shall indemnify and save harmless the Conservation Authority from and against all claims, demands, losses, costs, damage, actions, suits, or proceedings by whosoever made, brought, or prosecuted in any manner based upon, arising out of, related to, occasioned by, or attributed to the negligence of the Municipality in executing its obligations under this Agreement. For the sake of clarity, the Conservation Authority has no responsibility for or liability for any sewage system services provided prior to



the effective date of this Agreement. If a claim is commenced against the Conservation Authority relating to sewage system services (including but not limited to the Services set out in section 3.01) that were provided prior to the effective date of this Agreement, the Municipality agrees to defend and indemnify the Conservation Authority from any such claim.

## ARTICLE SEVEN

### TERM AND TERMINATION OF AGREEMENT

Section 7.01 Term: This Agreement shall continue in force commencing on September 6, 2022 for a term of five (5) years.

Section 7.02 Deemed Renewal: This Agreement shall automatically continue following the expiry of the term set out above until it is:

- a) Superseded or replaced by a subsequent Agreement;
- b) Terminated in its entirety by either party by giving one hundred twenty (120) days written notice; or
- c) Terminated in its entirety by mutual agreement of both parties.

Section 7.03 Early Termination: Subject to Section 7.04, 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.

Section 7.04 Termination for Default:

- (i) The Municipality may terminate this Agreement at any time prior to the end of the term set out in Section 7.01 if:
  - (a) the Conservation Authority has failed to comply with the Act or the Building Code in fulfilling its obligations under this Agreement; or
  - (b) the Conservation Authority is not carrying out its duties or obligations pursuant to this Agreement; and the Conservation Authority fails to remedy the problem in a manner satisfactory to the Municipality, acting reasonably, within 120 days of being notified by the Municipality in writing of any such problem.
- (ii) The Conservation Authority may terminate this Agreement at any time prior to the end of the term set out in Section 7.01 if:



- (a) the Municipality has failed to comply with the Act or the Building Code in fulfilling its obligations under this Agreement; or
- (b) the Municipality is not carrying out its duties or obligations pursuant to this Agreement; and the Municipality fails to remedy the problem in a manner satisfactory to the Conservation Authority, acting reasonably, within 120 days of being notified by the Conservation Authority in writing of any such problem.

## ARTICLE EIGHT

### ARBITRATION

8.01 Arbitration: If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:

- (i) To meet within a period of fifteen (15) days from the date a notice of dispute is be filed by either party, each party to be in attendance represented by legal counsel, to participate in good faith in negotiating a resolution of the dispute.
- (ii) To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.
- (iii) If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
- (iv) The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in accordance with the *Arbitrations Act*, 1991, of Ontario by delivery of a notice of arbitration to the other party.

## ARTICLE NINE

### RELATIONSHIP OF THE PARTIES

9.01 It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between the Conservation Authority or any subcontractor and the Municipality. The Conservation Authority shall have no authority to bind the Municipality for the performance of any contract or otherwise obligate the Municipality.



## ARTICLE TEN

### MISCELLANEOUS

Section 10.01 Preamble: The preamble hereto shall be deemed to form an integral part hereof.

Section 10.02 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 10.03 Assignment: This Agreement shall not be assignable by either party hereto without the written consent of the other party being first obtained.

Section 10.04 Force Majeure: Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent, that the delay or failure is caused by an event 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, wind storms, riots, labor problems (including lock-outs, strikes and slow-downs) or court injunction or order.

Section 10.05 By-Laws: Any by-laws passed under Section 7 of the Act and all forms, applications, etc. related to Sewage Systems shall be provided to the Municipality by the Conservation Authority upon request at no charge.

Section 10.06 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 by being delivered to an officer of such party during normal working hours or mailed to the following addresses of the parties respectively:

To the Conservation Authority:

South Nation River Conservation Authority  
38 Victoria Street, P.O. Box 29  
Finch, ON K0C 1K0  
Attention: General Manager/Secretary Treasurer

To the Municipality:

Township of Edwardsburgh/Cardinal  
18 Centre Street, P.O. Box 129

Spencerville, ON K0E 1X0  
Attention: Chief Administrative Officer

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 day 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.

Section 9.07 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 9.08 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.

[Signature page follows]



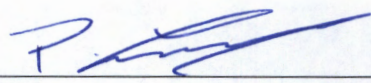


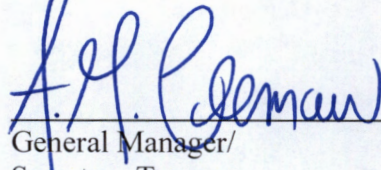
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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out below.

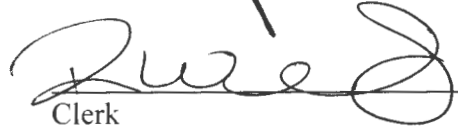
SOUTH NATION RIVER CONSERVATION  
AUTHORITY

  
Chair Date: June 16/2022

  
General Manager/  
Secretary Treasurer Date: May 31.22

CORPORATION OF THE TOWNSHIP OF  
EDWARDSBURGH/CARDINAL

  
Mayor Date: May 31, 2022

  
Clerk Date: May 31, 2022



# APPENDIX A

## SNC CODE OF CONDUCT

### Purpose of this Code of Conduct

The Conservation Authority establishes a Code of Conduct per subsection 7.1 (1) of the *Building Code Act*, 1992 as amended for the Sewage System Inspector and the designated inspectors.

- 1) To promote appropriate standards of behavior and enforcement actions by the Sewage System Inspector and designated inspectors in the exercise of a power or the performance of a duty under the *Building Code Act* or the Building Code.
- 2) To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the Sewage System Inspector and designated inspectors in the exercise of a power or the performance of a duty under the *Building Code Act* or the Building Code.
- 3) To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under the *Building Code Act* or the Building Code by the Sewage System Inspector and the designated inspectors.
- 4) Duty to Carry Identification as indicated in section 15.23 of the *Building Code Act* and employment standards
- 5) Inspection of Building Site as indicated in subsection 12 (1) of the *Building Code Act*

### Enforcement Guidelines

The Sewage System Inspector and designated inspectors appointed with South Nation Conservation shall comply with this code of conduct. The appointed Sewage System Inspector or the designated inspectors who fails to act in accordance with the provisions of this code may be subject to disciplinary action appropriate to the seriousness of the breach. All allegations concerning a breach of this code shall be made in writing.

Any person who has reason to believe that this code of conduct has been breached may bring the matter to the attention of the Sewage System Inspector. Where the allegation concerns the actions of the Sewage System Inspector, the matter may be brought to the attention of the senior staff person to whom the Sewage System Inspector reports.



The Sewage System Inspector or senior staff person who receives information, in writing, concerning a significant breach of this code shall investigate the matter, and where appropriate shall commence disciplinary action in accordance with the employment standards of the place of work. All communications received by a Sewage System Inspector or senior staff person concerning a breach of this code shall be held in confidence. The Sewage System Inspector or senior staff person shall advise the Board of Directors in writing about the particulars of the alleged breach, its investigation and the final disposition of the matter upon its conclusion.

### **Disciplinary Action**

Disciplinary action arising from violation of the Code is the responsibility of South Nation Conservation and will be based on the severity and frequency of the violation in accordance with employment laws and standards, and relevant collective agreements.

### **Code of Conduct**

In exercising powers and performing duties under the *Building Code Act* and the Building Code, the Sewage System Inspector and designated inspectors shall:

- 1) Exercise powers in accordance with the provisions of the *Building Code Act*, the Building Code and other applicable law that governs the authorization, construction, occupancy and safety of buildings and designated structures, and the actions, duties and qualifications of the Sewage System Inspector and designated inspectors;
- 2) Act to identify and enforce compliance where significant contravention of the Act or regulations are known to exist;
- 3) Apply all relevant building laws, regulations and standards in a consistent and fair manner, where a personal interest may create a conflict;
- 4) Not accept any personal benefit which may create a conflict with their duties; or perform duties where a personal interest may create a conflict;
- 5) Obtain the counsel of persons with expertise where the Sewage System Inspector or designated inspectors does not possess sufficient knowledge to make an informed judgment; and
- 6) Act honestly, reasonably and professionally in the discharge of their duties

### **Public Notice**

This code of conduct shall be brought to the attention of the public in the following manner:

- Posting on Conservation Authority's website, and
- Public viewing by attending at the Conservation Authority's office and requesting a copy.



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# APPENDIX B

## FEE SCHEDULE SEWAGE SYSTEM INSPECTIONS

Attached

Updated Annually





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# APPENDIX C

## CERTIFICATE OF INSURANCE

Attached

Updated Annually



# APPROVALS FEE SCHEDULE

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Effective January 1, 2022



## South Nation Conservation (SNC) Approvals Fee Schedule (Effective January 1, 2022)

### Index:

- Schedule A: Planning
- Schedule B: Conservation Authorities Act Permits
- Schedule C: Technical Reviews
- Schedule D: Information, Professional Services, and Conservation Lands
- Schedule E: Sewage System Inspections

Payment can be made by cheque, cash, debit or credit.

Please note that payments made by credit card are subject to a 3% convenience charge.



## SCHEDULE A: PLANNING

Planning Application Type	2022
<b>Official Plan and Zoning Amendments</b>	
Standard	\$785
Major	\$3,920
Zoning By-law Amendments	\$400
Minor Variance Applications	\$400
<b>Application for Consent</b>	
Clearance of conditions	\$490
	\$230
<b>Site Plan Control</b>	
Single Residential	\$400
Minor	\$665
Standard	\$1,065
Major	\$2,655
<b>Plan of Subdivision/ Part Lot Control/ Condominium</b>	
Less than 2 ha and/or 10 lots on full municipal services	\$1,295
Under 10 lots and 2 ha on private services	\$2,565
Over 10 lots and/or 2 ha on private or full municipal services	\$3,920
Clearance of conditions (per phase)	\$1,970
Priority review (per phase)	\$5,995
File reactivation (dormant files over 2 years)	50% of current fee
Revision: all file types	50% of current fee
<b>Pre-consultation</b>	Free

### Application Categories:

- Minor: no technical studies
- Standard: one technical study
- Major: more than one technical study





## **NOTES (SCHEDULE A: PLANNING)**

Reviews comply with South Nation Conservation (SNC) circulation requirements under the Planning Act, SNC's Fee Administration Policy, SNC's Client Service Policy, Conservation Ontario Timely Review Taskforce Policies, and the 2001 Provincial Memorandum of Understanding on Procedures to Address Conservation Authority Delegated Responsibility [Ministry of Natural Resources and Forestry & Ministry of Municipal Affairs and Housing].

Reviews may be completed under municipal planning service agreements or agreements with Federal and Government agencies. Clause 21(1) (m.1) of the Conservation Authorities Act permits SNC to charge for services in accordance with SNC's Fee Administration Policy.

Fees are exclusive of technical report review fees (Schedule C). All fees must be paid prior to the release of written comments to approval authorities.

One fee (the highest) applies for concurrent applications unless otherwise stated (ex. where an Official Plan Amendment and Zoning By-law Amendment are submitted for the same development).

No fee is charged to a municipality within SNC's jurisdiction for planning reviews initiated by that municipality.



## SCHEDULE B: CONSERVATION AUTHORITIES ACT PERMITS

Application Type		Description	2022
Water Crossing	Private - culvert/bridge	Private entrance replacement $\leq 30$ m	\$275
		Private entrance replacement $> 30$ m	\$650
		New private entrance	\$650
	Infrastructure - culvert/bridge	Replacement (same dimension) $\leq 30$ m and $\leq 1$ m dia.	\$275
		Replacement (different dimension) or new $\leq 1$ m dia.	\$650
		$> 1$ m dia. - $2$ m dia.	\$1,020
		$> 2$ m dia.	\$2,010
		Resurfacing	\$275
		Superstructure or abutment works	\$650
		New bridge	\$2,630
	Directional drilling	Channel width $\leq 3$ m	\$275
		Channel width $> 3$ m	\$650
	Water utility crossing (open-cut)	Channel width $\leq 3$ m	\$1,020
		Channel width $> 3$ m - $10$ m	\$2,010
		Channel width $> 10$ m	\$2,630
Docks	Dock installation	$\leq 45$ m <sup>2</sup>	\$275
		$> 45$ m <sup>2</sup>	\$650
		All crib construction	\$1,020
Fill Placement & Grading	Fill placement (m <sup>3</sup> ) / grading (ha) (including septic beds)	$\leq 100$ m <sup>3</sup> / $\leq 0.25$ ha	\$275
		$> 100$ m <sup>3</sup> - $500$ m <sup>3</sup> / $> 0.25$ ha - $0.5$ ha	\$650
		$> 500$ m <sup>3</sup> - $1,000$ m <sup>3</sup> / $> 0.5$ ha - $1.0$ ha	\$1,020
		$> 1,000$ m <sup>3</sup> - $2,000$ m <sup>3</sup> / $> 1.0$ ha - $2.0$ ha	\$2,010



Application Type		Description	2022
Buildings	Ancillary buildings with no foundations	Within a Regulated Area	\$275
	Single family dwelling, auxiliary buildings, additions and similar	≤ 20 m²	\$275
		> 20 m² - 100 m²	\$650
		> 100 m² - 200 m²	\$1,020
		> 200 m²	\$2,010
	New multi-residential or institutional		\$2,630
Shoreline Work & Watercourse Clean Out	Shoreline alterations, erosion protection, channelization, new watercourses and similar	≤ 15 m	\$275
		> 15 m - 50 m	\$650
		> 50 m - 500 m	\$1,020
		> 500 m - 1000 m	\$2,010
		> 1000 m	\$2,630
	Watercourse cleanout (non-municipal drain)		\$650
Wetland	Development/interference within 120 m of a wetland boundary	Minor review	\$275
		Area affected ≤ 0.5 ha	\$650
		Area affected > 0.5 ha and ≤ 1.0 ha	\$1,020
		Area affected > 1.0 ha and ≤ 2.0 ha	\$2,010
Municipal Drain Maintenance (DART Protocol)			\$90
Screening Fee			\$120
Issuance of new permit within 6 months of expiry date with no changes to proposal or site conditions			\$130
S. 28 Application Review Hearing			\$130
Applications amended or resubmitted after approval (includes modifications to previously reviewed sediment and erosion control plans)			50% of current fee
Retroactive Permit (application for permit after the project has started) Retroactive permit applications shall only be considered if the project meets – or can be reasonably modified to meet – SNC’s Section 28 Regulation Policies.			200% of current fee
Major Projects (ex. Minister’s Zoning Order, applications that include several technical studies, >1,000 m shoreline work or watercourse realignment, development or interference with >2 ha wetland, subdivisions over 10 lots, fill placement over > 2000 m3 / > 2.0 ha). Note: Additional charges for legal or technical peer-review may be applicable.			\$5,260
Property Inquiry			
Written responses to natural environment, legal, real estate related financial (including Canadian Mortgage and Housing Corporation) or other inquiries by landowners or others on their behalf.		File search only - normal review (10 business days)	\$275
		File search only - expediated review (5 business days)	\$530
		With site inspection - normal review	\$475



## SCHEDULE C: TECHNICAL REVIEWS

Reviews are prepared by qualified professionals in the fields of water resources engineering, groundwater science, site servicing, geotechnical engineering, environmental assessments, ecology, and planning to support appropriate development. Our reviews involve evaluation of whether the applicable guidelines and legislation have been appropriately addressed.

Report Review	Development Type	2022
<b>Normal Review (20 business days)<sup>1</sup></b> <ul style="list-style-type: none"><li>Flood plain hydrology analysis</li><li>Geotechnical reports (unstable soils and slopes)</li><li>Wetland hydrologic impact analysis</li><li>Environmental impact studies</li><li>Stormwater management</li><li>Grading and drainage plan</li><li>Aquatic habitat assessment/fish habitat impact</li><li>Hydrological assessment</li><li>Groundwater and terrain analysis</li><li>Private Servicing</li></ul>	Small scale development	\$450
	Development area < 0.5 hectares	\$880
	Development area ≤ 2 hectares	\$1,850
	Development area > than 2 hectares	\$2,885
Clearance of Conditions		\$330
Major Projects <sup>2</sup>		Hourly
Aggregate Resource Act Reviews (plus technical review fees)		\$3,920

<sup>1</sup> Services are tracked per file, on an hourly basis. Where reviews exceed one full review, additional submissions will be billed on an hourly professional rate, in addition to this fee.

<sup>2</sup> Major Projects are projects with a high level of environmental concern that require the Authority to attend meetings and respond to inquiries and concerns. An application to the Authority may or may not be active.





## SCHEDULE D: INFORMATION, PROFESSIONAL SERVICES, AND CONSERVATION LANDS

Product/Service		2022
Staff Time		
	Assistant Rate	\$70/hour
	Technical Rate	\$90/hour
	Specialist Rate	\$95/hour
	Professional Rate	\$105/hour
	Management Rate	\$130/hour
Digital Data and Maps		
Monitoring data, GIS files, Aerial photography <sup>1</sup>	Staff Time	\$95/hour
Natural Hazard and Other Digital Maps	Staff Time	\$105/hour
Customized Maps	Staff Time	\$95/hour
Reports		
Base Cost (digital and paper)	Small: 1-30 pg	\$140
	Med: 31-100 pg	\$275
	Large: > 100 pg	\$405
Photocopying	Black and White	\$0.55
	Colour	\$1.08/page - plus staff time
Floodplain Models		
Hydraulic Model (HEC RAS model files) <sup>1,2</sup>		\$2,080 - plus staff time
Hydraulic Model (HEC-HMS, SWMHYMO model files) <sup>1,2</sup>		
Total Phosphorus Management		\$550/kg
Conservation Lands		
Hunting	SNC Jurisdiction	\$100
	Outside SNC Jurisdiction	\$150
	Outside of Province	\$200
Trapping		\$25
Contracts and Land Use Agreements are negotiated on a case by case basis using current market rates.		

<sup>1</sup> a signed digital data license agreement is required.

<sup>2</sup> a copy of the updated input and output files and revised floodplain maps must be provided.



## SCHEDULE E: SEWAGE SYSTEM INSPECTIONS

Classification of Systems	2022
<b>Class 2</b>	
Grey water pit only - daily design flow not exceeding 1,000 L/day	\$410
<b>Class 3</b>	
Cesspool - Black water pit only - daily design flow not exceeding 1,000 L/day	\$410
<b>Class 4 and 5</b>	
Class 4 tank and leaching bed and Class 5 holding tank daily design flow <4,000 L/day	
Systems requiring annual maintenance	\$890
Other Systems	\$790
Class 4 tank and leaching bed and Class 5 holding tank daily design flow >4,000 L/day and <10,000 L/day	
Systems requiring annual maintenance	\$1,285
Other Systems	\$1,170
<b>Treatment Unit Alterations (No changes to disposal field)</b>	
Replacement/enlargement/relocation	\$410
Material Alteration	\$805
Repair Pumping/Dosing System or Minor Repair (ie. level header)	\$205
Installation of Filter/Risers	\$205
<b>Additional Inspections and Retroactive Permits</b>	
Any additional or repeat inspections	\$205
Applying for a permit after the installation is complete (retroactive permits)	125% of current fee



Permit revisions (Certificate of Change)	
Change of tertiary treatment unit type	\$205
Pipes and Stone to Chambers (equal area or reduction)	\$410
Chambers to Pipes and Stone (increase)	\$410
Addition of fixtures or living area (no design flow increase)	\$205
Increased design flow and/or elevation changes	\$205
Change in type of system (ie. Conventional to Tertiary)	\$410
Different location on property (site evaluation)	\$205
Miscellaneous / Other / Repeat Inspections	\$205

Permit Renewal and Expiration	
Owner renews permit (first six months)	\$205
Owner renews permit (second six months) *Maximum of two renewals will be granted	\$205

Permit Cancellation and Transfers	
Administrative Revision	\$115
Owner transfers permit to new owner (no changes)	\$205
Owner cancels application (no inspection done)	80%
Owner cancels application (no permit issued)	50%
Owner cancels application (permit issued)	33%
Owner changes designer or contractor	\$805

Renovations / Changes of use permits (Part 10 & 11 of the Ontario Building Code)	
File Search/Review (no letter provided)	\$60
File Search/Review (clearance letter provided)	\$175

Land Control and Lot Creation (Planning Act)	
Minor Variances and Zoning By-Laws (site visit required)	\$205
Outside SNC Jurisdiction - Consent Applications (per application)	\$410
Inside SNC Jurisdiction - Consent Applications (per application)	\$490
Subdivision or Condominium Lots (per lot) (Maximum fee of \$5,000.00)	\$250

File Searches	
File Searches (images only)	\$75
Images and Legal Report	\$95

Administrative Fees	
Additional Copies of Permit Documents (photocopies)	\$25
Photocopies of Other Documents	\$1 per copy



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# APPENDIX C

## CERTIFICATE OF INSURANCE

Attached

Updated Annually