



Township of St. Clair
By-Law No. 24 of 2017

A BY-LAW TO REGULATE THE DISCHARGE OF SEWAGE AND STORM WATER IN ST. CLAIR TOWNSHIP

WHEREAS the Municipal Act, 2001, SD. 2001, c.25, as amended provides authority for the collection and treatment of sewage, for the collection of storm water and for the regulation of substances to be discharged into these systems;

AND WHEREAS it is deemed expedient to regulate the discharge of substances into the sanitary and storm sewer systems;

NOW THEREFORE THE COUNCIL OF THE COPORATION OF THE TOWNSHIP OF ST. CLAIR ENACTS AS FOLLOWS:

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Part 1 – Definitions

In this by-law:

“**accredited laboratory**” means any laboratory accredited by an authorized accreditation body in accordance with a standard based on “*CAN-P-1585: Requirements for the Accreditation of Environmental Testing Laboratories*” established by the Standards Council of Canada, as amended, or “*ISO/IEC/EN 17025: General Requirements for Competence of Calibration and Testing Laboratories*” established by the International Organization for Standardization, as amended.

“**biochemical oxygen demand**” (or BOD) means the five-day BOD which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand) as determined by the appropriate procedure in the Standard Methods.

“**biomedical waste**” means biomedical waste as defined in MOE Guideline C-4 entitled “The Management of Biomedical Waste in Ontario” dated November 2009, as amended from time to time.

“**biosolids**” means organic solid material recovered from the sewage treatment process.

“**blowdown water**” means recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further buildup of which would or might impair the operation of the system.

“**Building Code Act**” means the Building Code Act, 1992, S.O. 1992, c.23, as amended from time to time.

“**combustible liquid**” means a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius.

“**composite sample**” means two or more grab samples of a discharge to the sewage works taken at intervals during the sampling period that have been combined automatically or manually.

“**dental amalgam**” means dental filling material consisting of an amalgam of mercury, silver or other materials such as copper, tin or zinc.

“**dewatering activity**” means:

- a) Taking water from a well or otherwise extracting groundwater;
- b) Draining water from a permanent or temporary pond or other surface water body, whether natural or manmade;
- c) Releasing water previously stored in a tank, tanker truck, vessel, or other means of water storage;
- d) The permanent or temporary alteration of a natural or pre-existing drainage pattern; or
- e) Any combination of the above-noted activities,

where the water from such activity would be discharged to a sewage works and such activity is related to construction, land development, renovation, repair, maintenance or demolition activity at a property.

“**discharge**” when used as a verb, includes add, deposit, emit, release or leak, and when used as a noun, includes addition, deposit, emission, release or leak.

“**discharger**” means a person who is the owner, is in occupation of, or has charge, management or control of a site that discharges to a sewage works or sewage, storm water, uncontaminated water or other substance or thing to which this by-law applies.

“**Environmental Protection Act**” means Environmental Protection Act, R.S.O. 1990, c. E.19, as amended from time to time.

“**Fisheries Act**” means the Fisheries Act, R.S.C. 1985, c. F-14, as amended from time to time.

“**food waste grinder**” means a device used for the purposes of macerating or grinding garbage and/or food wastes.

“**fuel**” means alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel.

“**grab sample**” means a sample of discharge into a sewage works.

“**groundwater**” means subsurface water including water held in soil, in pores, cracks or crevices in rocks or as a free standing body beneath the surface.

“hailed sewage” includes sewage which is removed from a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet or a sewage holding tank or any sewage infrastructure and is transported for discharge, but does not include hauled waste.

“hailed waste” means any liquid industrial waste (as this term is defined in O. Reg. 347) that is transported with a manifest in accordance with O. Reg. 347.

“hazardous wastes” include waste that is a hazardous industrial waste, acute hazardous waste chemical, hazardous waste chemical, severely toxic waste, ignitable waste, corrosive waste, reactive waste, radioactive waste, pathological waste, leachate toxic waste, PCB waste, or any combination thereof, each as defined by O. Reg. 347.

“industrial” means of or pertaining to manufacturing, commerce, trade, business or institutions as distinguished from domestic or residential.

“institution” means a facility, usually owned by a government, operated for public purposes, such as schools, universities, medical facilities (hospitals, nursing stations, nursing homes), museums, prisons, government offices, military bases.

“maintenance access facility” means an access facility, such as a chamber to allow for observation, sampling and flow measurement of discharge to a sewage works.

“MOECC” means the "Ontario Ministry of Environment and Climate Change". Formerly known as the "Ontario Ministry of Environment" or the "MOE".

“Municipal Act” means the Municipal Act, 2001, S.O. 2001, c.25, as amended from time to time.

“Municipality” means the "Corporation of the Township of St. Clair".

“natural environment” means the air, land and water, or any combination or part thereof.

“non-contact cooling water” means water which is used to reduce temperature for the purpose of cooling and which does not come into direct contact with any raw material, intermediate or finished product other than heat.

“oil and grease” means n-Hexane extractable matter as described in Standard Methods.

“Ontario Building Code” means the Ontario Building Code, O.Reg. 332/12, as amended from time to time.

“Ontario Water Resources Act” means Ontario Water Resources Act, R.S.O. 1990 c.0.40, as amended from time to time.

“O. Reg. 347” means R.R.O. 1990, Regulation 347, General — Waste Management, as amended from time to time.

“PCBs” means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them.

“person” means an individual, association, partnership, corporation, municipality or an agent or employee of such a person.

“pesticide” means a pesticide regulated under the Pesticides Act, R.S.O. 1990, c. P.11, as amended from time to time.

“property” means any land, whether vacant or occupied by a building or structure and includes such building or structure or part of a building or structure, and all mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected and includes a site.

“sanitary sewer” means any part of the sewage works that is intended to collect and convey sewage to a sewage treatment facility.

“septic tank waste” means any waste extracted from a cesspool, septic tank, sewage holding tank, seepage pit, interceptor or other containment for human excretion and wastes.

“sewage” means any liquid containing organic, inorganic, animal, vegetable or mineral matter in solution or in suspension, including floating materials but does not include storm water or uncontaminated water alone.

“sewage works” means any works for the collection, transmission, treatment and disposal of sewage, storm water or uncontaminated water, including a sanitary sewer and storm sewer.

“spill” means a direct or indirect discharge into the sewage works or the natural environment that is abnormal in quantity or quality in light of all the circumstances of the discharge.

“Standard Methods” means a procedure or method set out in *“Standard Methods for the Examination of Water and Wastewater”* published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation, recent or latest edition.

“**storm sewer**” means any part of the sewage works that is intended to collect and convey storm water, uncontaminated water, surface runoff or drainage from land or from a watercourse or any combination thereof.

“**storm water**” includes water from rainfall or other precipitation or from the melting of snow or ice.

“**substance**” means any physical matter, whether solid, liquid or gas.

“**uncontaminated water**” includes:

- a) potable water supplied by the Municipality; and
- b) any water that is of similar quality to potable water from a source other than a municipal water distribution system or dewatering activity,

to which no substance has been added intentionally or unintentionally, by any person other than the municipality.

“**waste disposal site leachate**” means the liquid containing dissolved or suspended contaminants that emanates from solid waste or garbage that is produced by water percolating through solid waste or garbage or by liquid in the solid waste or garbage.

“**waste radioactive substances**” means substances defined in the federal Nuclear Safety and Control Act, S.C. 1997, c.9 and the regulations passed thereunder, as amended from time to time.

“**watercourse**” means an open channel, ditch or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently.

Part 2 – Sanitary Sewer Requirements

2.1 Discharge of sewage - prohibited

No person shall directly or indirectly discharge, or cause or permit the discharge of any substance into a sanitary sewer that may cause or result in:

- a) A health or safety hazard to a person authorized by the Municipality to inspect, operate, maintain, repair or otherwise work on a sewage works;
- b) An offence under the *Ontario Water Resources Act* or the *Environmental Protection Act*, or any regulation made thereunder;
- c) Biosolids from a sewage works, directly or indirectly, failing to meet the objectives and criteria as listed in the MOE publication entitled “*Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land*” dated March 1996, as amended from time to time;
- d) Dyes or colouring materials to pass through a sewage works which could discolour the sewage works effluent;
- e) Interference with the operation or maintenance of a sewage works, or which may impair or interfere with any sewage treatment process;
- f) A hazard or other adverse effect to any person, animal, property, vegetation or the natural environment;
- g) An offensive odour to emanate from the sewage works that is detectable within the vicinity of the sewage works, and includes, without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;
- h) Damage to sewage works; or
- i) An obstruction or restriction to the flow in any sewage works.

2.2 Characteristics of sewage - prohibited

No person shall directly or indirectly discharge, or cause or permit the discharge of any substance into a sanitary sewer that may have one or more of the following characteristics:

- a) Two or more separate layers;
- b) A temperature greater than 60 degrees Celsius; or
- c) A pH less than 5.5 or greater than 9.5.

2.3 Sewage components - prohibited

No person shall directly or indirectly discharge, or cause or permit the discharge of any substance into a sanitary sewer that may contain or is likely to contain:

- a) Biomedical waste, including, but not limited to, any of the following categories: human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids known to contain viruses and agents listed in "Risk Group 4" as defined in "Laboratory Biosafety Guidelines" published by Health Canada, dated, 2004, as amended from time to time.
- b) Combustible liquid;
- c) Fuel;
- d) Ignitable waste;
- e) PCBs;
- f) Pesticides;
- g) Hazardous waste;
- h) Hauled sewage, except where:
 - i. The hauler of the hauled sewage is an operator of a waste management system operating under and in accordance with a valid Environmental Compliance Approval under the *Environmental Protection Act* allowing the operation or is exempt from the requirement to have an Environmental Compliance Approval;
 - ii. A copy of the most recent Environmental Compliance Approval and any amendment is provided to the Municipality;
 - iii. The hauler has received prior written approval from the Municipality to discharge the hauled sewage into the sewage works; and
 - iv. The hauler meets all conditions for discharge that are or may be required from time to time by the Municipality;
- i) Hauled waste, except where:
 - i. The hauler of the hauled waste is an operator of a waste management system operating under and in accordance with a valid Environmental Compliance Approval under the *Environmental Protection Act* allowing the operation or is exempt from the requirement to have an Environmental Compliance Approval;
 - ii. A copy of the most recent Environmental Compliance Approval and any amendment is provided to the Municipality;
 - iii. The hauler has received prior written approval from the Municipality to discharge the hauled waste into the sewage works;
 - iv. Hauled waste meets the conditions set out in clauses 23(3)(c) and 25(5)(b) of O.Reg. 347 R.R.O. 1990, as amended from time to time; and
 - v. The hauler meets all conditions for discharge that are or may be required from time to time by the Municipality;
- j) Waste radioactive substances in excess of concentrations greater than those specified for release to the environment under the *Nuclear Safety and Control Act* and regulations or amended versions thereof;
- k) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, animal parts or tissues, and paunch manure; or
- l) Waste disposal site leachate, except where:
 - i. The discharge is proceeding in accordance with a valid Environmental Compliance Approval under the *Environmental Protection Act* or the *Ontario Water Resources Act* which includes a provision for the disposal of leachate to the sewage works;
 - ii. A Copy of the current Environmental Compliance Approval under the *Environmental Protection Act* or the *Ontario Water Resources Act* and any amendment thereto is provided to the Municipality or, where the discharger is claiming an exemption pursuant to a regulation, the discharger has demonstrated to the satisfaction of the Municipality that the conditions of the exemption are being met;

- iii. The discharger has received prior written approval from the Municipality to discharge the waste disposal site leachate into the sewage works; and
- iv. The discharge otherwise complies with this by-law.

2.4 Sewage concentrations – prohibited

No person shall discharge, or cause or permit the discharge of any substance that exceeds the respective concentrations listed in Schedule A of this by-law into the sewage works, except where:

- a) The discharge is proceeding under and carried out in accordance with and only to the extent expressly permitted by all terms and conditions of an Extra Strength Surcharge Agreement which has been previously authorized or approved in writing by the Municipality; or
- b) The discharge is hauled sewage, hauled waste or waste disposal site leachate and is proceeding under and carried out in accordance with the by-law.

2.5 Discharge other than sewage

No person shall discharge, or cause or permit the discharge of storm water, non-contact cooling water, uncontaminated water, water from a dewatering activity or any other water from a source other than a municipal water distribution system to a sanitary sewer, except where:

- a) The Municipality has given prior written approval on such terms and conditions as it may deem appropriate, including terms and conditions in respect to protecting the sewage works and other infrastructure, compensating the Municipality for costs related to the operation or repair of the sewage works, treatment or monitoring of the discharge and facilitating administration of the approval; or
- b) The discharge is requested as a result of a situation that the Municipality, in its sole discretion, considers to be an emergency and the Municipality has provided prior verbal or written approval for the discharge, and the person is complying with all terms and conditions of the approval.

2.6 Flow

No person shall discharge sewage volumes whose daily discharge exceeds five percent (5%) of the annual average daily flow of loadings to the receiving sewage treatment facility of the sanitary sewage works, unless otherwise approved in writing by the Municipality.

2.7 Request for information

For the purpose of this part, the Municipality may require a person to provide the Municipality with plans, specifications, reports, studies, data, analytical results, documentation or other information to the satisfaction of the Municipality that would enable the Municipality to assess whether or not an actual or potential discharge may or could contravene part 2 of this by-law.

Part 3 – Storm Sewer Requirements

3.1 Discharge of storm water - prohibited

No person shall discharge, or cause or permit the discharge of any substance into a storm sewer that may:

- a) Interfere with proper operation of a storm sewer;
- b) Obstruct or restrict a storm sewer or the flow therein;
- c) Damage a storm sewer;
- d) Result in any hazard or other adverse effect on any person, animal, property, vegetation or the natural environment;
- e) Impair the quality of the water in any well, aquifer, lake, river, pond, spring, stream, reservoir or other water or watercourse; or
- f) Contravene or result in the contravention of an Environmental Compliance Approval issued under the Ontario Water Resources Act, Environmental Protection Act or the Fisheries Act with respect to the storm sewer, its discharge, or both the storm sewer and its discharge.

3.2 Characteristics of storm water - prohibited

No person shall discharge, or cause or permit the discharge of any substance into a storm sewer that may have one or more of the following characteristics:

- a) A visible film, sheen or discoloration;
- b) Two or more separate layers;
- c) A temperature greater than 40 degrees Celsius; or
- d) A pH less than 6.0 or greater than 9.0.

3.3 Storm water components – prohibited

No person shall discharge, or cause or permit the discharge of any substance into a storm sewer that may contain or is likely to contain one or more of the following:

- a) Sewage;
- b) Blowdown water;
- c) Hauled sewage;
- d) Hauled waste;
- e) Floating debris;
- f) Oil and/ or grease;
- g) Combustible liquids;
- h) Fuel;
- i) Ignitable waste;
- j) PCBs;
- k) Pesticides;
- l) Hazardous waste;
- m) Waste radioactive substances;
- n) Waste disposal site leachate;
- o) A substance from raw materials, intermediate or final product, used or produced in, through or from an industrial process;
- p) A substance used in the operation or maintenance of an industrial site;
- q) Any contaminant at a concentration that exceeds one or more of the limits set out in Schedule B of this by-law.

3.4 Request for information

For the purpose of this part, the Municipality may require a person to provide the Municipality with plans, specifications, reports, studies, data, analytical results, documentation or other information to the satisfaction of the Municipality that would enable the Municipality to assess whether or not an actual or potential discharge may or could contravene part 3 of this by-law.

Part 4 – Prohibition of Dilution

No person shall directly or indirectly discharge, or cause or permit the discharge of a substance into a sewage works where water has been added to the discharge for the purposes of dilution to achieve compliance with parts 2 and 3.

Part 5 – Notification and Reporting Requirements

5.1 Completion of Discharger Information Report

A discharger shall complete a Discharger Information Report, as outlined in Schedule C of this by-law, and submit it to the Municipality within thirty (30) days of written notification by the Municipality that such report is required.

5.2 Updates to Discharger Information Report

Where a discharger is required by the Municipality to complete a Discharger Information Report, the discharger shall provide written notice of any change in the information requested in the report a minimum of thirty (30) days prior to the effective date of such change. Such notice shall include pertinent details of any change to the operation, process, or treatment facilities, and shall include any analyses of the sewage and any other information related to the discharge as may be required by the Municipality.

Part 6 – Extra Strength Surcharge Agreement

6.1 Discretion to enter into an Extra Strength Surcharge Agreement

The Municipality, in its sole discretion, may enter into an Extra Strength Surcharge Agreement in accordance with this part with a discharger to permit the discharge of sewage into a sanitary sewer that would otherwise be prohibited by Schedule A of this by-law, to the extent permitted by the Extra Strength Agreement, as outlined in Schedule D.

6.2 Surcharge parameters

An Extra Strength Surcharge Agreement may only be made with respect to the following parameters in sewage: biochemical oxygen demand, total kjeldahl nitrogen, total phosphorus, total suspended solids, or any combination thereof.

6.3 Agreement conditions

The Municipality may include whatever terms and conditions it deems appropriate in an Extra Strength Surcharge Agreement, including but not limited to terms and conditions in respect of protecting the sewage work and other infrastructure, verifying the average concentration of any parameter permitted, verifying volumes of a discharge, to refine a surcharge fee based on a flow differential, facilitating the administration of the Extra Strength Surcharge Agreement and compensation to the Municipality for the additional costs related to an Extra Strength Surcharge Agreement and associated discharges, including costs related to administering the agreement and costs related to additional inspection, monitoring, sampling and analysis and treatment of the discharge and related to operation and repair of the sewage works.

6.4 Transferability

An Extra Strength Surcharge Agreement shall not be assignable or transferrable by the discharger without the express written approval of the Municipality.

6.5 Prior Extra Strength Surcharge Agreements

Any Extra Strength Surcharge Agreement that was executed by the Municipality before the day this by-law is enacted and has not expired will continue to remain in force unless the agreement is terminated by the Municipality or by the discharger in accordance with the appropriate provisions of the Extra Strength Surcharge Agreement.

6.6 Termination

The Municipality may terminate an Extra Strength Surcharge Agreement by giving written notice to the discharger:

- a) at any time and for any reason whatsoever regardless of the state of compliance with the Extra Strength Surcharge Agreement upon a minimum of ninety (90) days written notice to the discharger;
- b) at any time where, in the opinion of the Municipality, there is an immediate threat or danger to any person, animal, the natural environment, property or vegetation, in which case the termination shall be effective immediately upon receipt of the written notice of termination;
- c) at any time where, in the opinion of the Municipality, a discharge in accordance with the agreement causes or may cause an adverse effect to the sewage works, in which case the termination shall be effective immediately upon receipt of written notice of termination; or
- d) as may be further provided for in an Extra Strength Surcharge Agreement.

Part 7 – Sampling and Analytical Requirements

7.1 Requirement to monitor, sample and/or analyze

The Municipality, by written notice, may require a discharger, at the discharger's expense, to monitor, sample and/or analyze, in accordance with the procedures and methods set out in Standard Methods and through an accredited laboratory, one or more discharges from a site and submit the analysis, results and/or the samples to the Municipality by the date set out in the notice.

7.2 Establishment of non-compliance

The Municipality may establish non-compliance with this by-law on the basis of a grab sample or a composite sample of a discharge, which may contain additives for its preservation, that may be collected manually or by using an automatic sampling device, and analyzed in accordance with the procedures and methods set out in Standard Methods.

7.3 Maintenance access facility

The Municipality by written notice, may require a discharger, at the discharger's expense, to install a maintenance access facility or upgrade an existing maintenance access facility for each connection to the sewage works at any site from which discharges occur, for the purpose of monitoring or sampling discharges as set out in this part.

Maintenance access facilities required under this part shall be:

- a) located on the property from which the discharge originates unless the Municipality permits an alternative location;
- b) accessible at all time by the Municipality;
- c) constructed in a manner which meets the standards of the Municipality;
- d) maintained to ensure access and structural integrity; and
- e) maintained and constructed at the expense of the person responsible for the discharge.

Part 8 – Self-Monitoring

Every person discharging a substance to a sewage works shall complete any monitoring or sampling of any discharge to the sewage works as may be required by the Municipality and provide the results of such monitoring to the Municipality in the form specified by the Municipality. The obligations set out in or arising by this requirement shall be completed at the expense of the person discharging a substance to the sewage works.

Part 9 – Food Related Oil and Grease Interceptors

9.1 Oil and grease – restrictions and prohibitions

Every discharger whose site is, or contains, a restaurant or other industrial or commercial premises where food is cooked, processed or prepared shall take all necessary measures to ensure that oil and grease are prevented from discharging to:

- a) a sanitary sewer sewage works in excess of the limits in Schedule A of this by-law; or
- b) a storm sewer in any quantity.

9.2 Oil and grease interceptor requirements

A discharger to whom this part applies shall install, operate, and properly maintain, in accordance with the requirements of this part, an oil and grease interceptor in any piping system at its site that connects directly or indirectly to a sewage works.

9.3 Interceptor installation

The installation and operation of each oil and grease interceptor shall be:

- a) in compliance with the most current requirements of the *Building Code Act* and its regulations; and
- b) in accordance with the requirements of the Canadian Standards Association national standard CAN/CSA B481, as amended from time to time.

9.4 Interceptor maintenance

The discharger shall ensure all oil and grease interceptors are maintained in good working order, including the requirements that every oil and grease interceptor shall:

- a) be tested and maintained in accordance with the requirements of CAN/CSA B481, as amended from time to time;
- b) have the maintenance requirements posted at the site in a conspicuous location in proximity to the oil and grease interceptor; and
- c) be cleaned before the thickness of the organic material and solids residuals becomes greater than twenty-five percent of the available volume, with a cleaning frequency of at least once every four weeks.

9.5 Maintenance schedule and record of maintenance

The discharger must provide the maintenance schedule and record of maintenance for each oil and grease interceptor to any person authorized by the Municipality upon request and, upon request, a copy shall be provided to this person in the manner and format requested at no charge to the Municipality, and must keep documentation of proof of interceptor clean-out and oil and grease disposal at the site for a minimum of two years.

9.6 Alarmed monitoring device

Where a discharger fails to adequately maintain the oil and grease interceptor to the satisfaction of the Municipality, the Municipality may require an alarmed monitoring device or such other device to be installed at the site, which the discharger shall then install at its expense, in accordance with specifications of CAN/CSA B481, as amended from time to time.

9.7 Emulsifier – prohibited

No discharger shall discharge, or cause or permit the discharge of emulsifier to a sewage works to which this part applies.

9.8 Facilitating the passage of oil and grease – prohibited

No discharger shall use, or cause or permit the use of enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through an interceptor to which this part applies.

Part 10 – Vehicle and Equipment Service Oil and Grease Interceptors

10.1 Oil and grease – restrictions and prohibitions

Every discharger whose site is a vehicle or equipment service station, repair shop, garage or other industrial or commercial premises where motor vehicles are repaired, lubricated, washed or maintained shall take all necessary measures to ensure that oil and grease are prevented from discharging to

- a) a sanitary sewer in excess of the limits as set out in Schedule A of this by-law; or
- b) a storm sewer in any quantity.

10.2 Oil and grease interceptor requirements

A discharger to whom this part applies shall install, operate and properly maintain, in accordance with the requirements of this part, an oil and grease interceptor in any piping system at its site that connects directly or indirectly to a sewage works.

10.3 Interceptor installation

Each oil and grease interceptor required to be installed under this part shall be installed in compliance with the most current requirements of the *Building Code Act* and its regulations.

10.4 Interceptor maintenance

The discharger shall ensure all oil and grease interceptors are maintained in good working order, including the requirements that every oil and grease interceptor shall:

- a) be maintained as recommended by the Canadian Fuels Association and in accordance with the manufacturer's guidance and recommendations;
- b) be inspected regularly to ensure performance is maintained and to ensure the surface oil, grease and sediment levels do not exceed the recommended level; and
- c) have the maintenance requirements posted at the site in a conspicuous location in proximity to the oil and grease interceptor.

10.5 Maintenance schedule and record of maintenance

The discharger must provide the maintenance schedule and record of maintenance for each oil and grease interceptor to any person authorized by the Municipality upon request and, upon request, a copy shall be provided to this person in the manner and format requested at no charge to the Municipality, and must keep documentation of proof of interceptor clean-out and oil and grease disposal at the site for a minimum of two years.

10.6 Alarmed monitoring device

Where a discharger fails to adequately maintain the oil and grease interceptor to the satisfaction of the Municipality, the Municipality may require an alarmed monitoring device or such other device be installed at the expense of the discharger.

10.7 Emulsifier – prohibited

No discharger shall discharge, or cause or permit the discharge of emulsifier to a sewage works to which this part applies.

10.8 Facilitating the passage of oil and grease – prohibited

No discharger shall use, or cause or permit the use of enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through an interceptor to which this part applies.

Part 11 – Dental Waste Amalgam Separator

11.1 Management and disposal of amalgam waste

Every person that owns or operates a premises from which dental amalgam may be discharged directly or indirectly into a sewage works shall comply with the *Dentistry Act*, and the regulations made thereunder, as amended from time to time, for the management and disposal of the amalgam waste.

11.2 Maintenance schedule and record of maintenance

A maintenance schedule and record of maintenance shall be made available for review by any person authorized by the Municipality and, upon request, a copy shall be provided to this person in the manner and format requested, at no charge to the Municipality, for each dental amalgam separator installed.

11.3 Request for documentation

A record of inspection and any documentation evidencing the installation of a dental amalgam separator shall be provided to any person authorized by the Municipality upon request and, upon request, a copy of the documentation shall be provided in the requested manner and format at no charge to the Municipality.

Part 12 – Food Waste Grinder

12.1 Installation or replacement of food waste grinder - prohibited

No person shall install or replace any food waste grinder at a property from which the effluent could discharge into a sewage works.

12.2 Operation or use of food waste grinder - prohibited

No person shall operate or otherwise use a food waste grinder from which the effluent could discharge into a sewage works.

Part 13 – Spills

13.1 Notification

In the event of a spill to a sewage works, the person responsible or the person having the charge, management and control of the spill shall immediately notify the Municipality, provide any information with respect to the spill which the Municipality advises it requires and complete any work the Municipality may require to mitigate the spill.

13.2 Detailed report

Within five (5) working days after the spill, the person responsible or the person having the charge, management and control of the spill shall also provide a detailed report on the spill to the Municipality, comprised of the following information, to the best of the person's knowledge:

- a) Location where spill occurred;
- b) Name and telephone number of the person who reported the spill and the location and time where they can be contacted;
- c) Date and time of spill;
- d) Material spilled;
- e) Characteristics and composition of material spilled;
- f) Volume of material spilled;
- g) Duration of spill event;
- h) Work completed and any work still in progress in the mitigation of the spill;
- i) Preventive actions being taken to ensure a similar spill does not occur again; and
- j) Copies of applicable spill prevention and contingency plans.

The spill reporting requirements set out in this part are in addition to and do not replace any other reporting obligations imposed upon a person by federal or provincial legislation.

13.3 Corrective action

The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.

13.4 Costs

The Municipality shall require the person responsible for the spill to pay the costs of time, materials and services expended by the Municipality as a result of the spill. The person responsible for the spill shall pay the aforementioned costs to the Municipality upon demand.

13.5 Spill prevention and contingency plan – requirement

The Municipality may require the person responsible for the spill to prepare and submit a spill prevention and contingency plan to the Municipality to indicate how risk of future incidents will be reduced and how future incidents will be addressed.

Part 14 – Inspection and Access to Property

14.1 Entry onto property

Any person authorized by the municipality may enter upon any part of a property at any reasonable time, to carry out inspection in order to determine compliance with and/or enforce:

- a) This by-law;
- b) An Extra Strength Surcharge Agreement; or
- c) Any other approval issued by the Municipality under parts 2 or 3 of this by-law to permit the discharge of any substance that would otherwise be prohibited by this by-law.

14.2 Inspection authority

For the purpose of an inspection to determine compliance with this by-law or to otherwise enforce this by-law any person authorized by the Municipality may:

- a) access or require any person being inspected to provide access to any drain pipe, maintenance access hole, catch-basin or other discharge point connecting, directly or indirectly, to the sewage works, including by making or requiring necessary excavations;
- b) require that anything be operated, used or set in motion under conditions specified by the person authorized to conduct the inspection;
- c) sample, collect, test or measure any substance, thing, parameter or discharge, and install, test, use, read and maintain any equipment or device for such purpose;
- d) make and record observations, such as by taking photographs, notes, video recordings and sound recordings;
- e) require any person to respond to reasonable inquiries concerning a matter related to the inspection, orally or in writing;
- f) require any person to produce for inspection any documents or things relevant to the inspection;
- g) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- h) do such other things that are reasonably necessary for the Municipality to effectively carry out the inspection;
- i) inspect the types and quantities of chemicals being handled or used on the premises in relation to possible release to a drainage system or watercourse; and
- j) inspect chemical storage areas and spill containment facilities and requesting Material Data Safety Sheets for materials stored or used on the premises.

14.3 Hindering an inspection - prohibited

No person shall refuse or neglect to give, produce or deliver any access, information, document or other thing that is requested by any person authorized by the Municipality to carry out an inspection.

14.4 Hindering Municipal authorities – prohibited

No person shall hinder or obstruct or attempt to hinder or obstruct the Municipality from carrying out any powers or duties under this by-law.

Part 15 – Offences and Penalties

15.1 Penalty – person

Every person who contravenes any provision of this by-law is, upon conviction, guilty of a continuing offence and on conviction is liable, for every day or part thereof upon which such offence occurs or continues, to a fine of not more than \$10,000 for a first offence and \$25,000 for a second offence.

15.2 Penalty – corporation

Every corporation that contravenes any provision of this bylaw is guilty of a continuing offence and on conviction is liable, for every day or part thereof upon which such offence occurs or continues, to a fine of not more than \$50,000 for a first offence and \$100,000 for a second offence.

15.3 Prohibition order

The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the person convicted, and such order shall be in addition to any other penalty imposed on the person convicted.

Part 16 - General

16.1 Applicable Laws

All work and materials performed on the sewage works shall comply with all applicable federal, provincial and municipal laws, by-laws, acts, regulations, statutes, health and safety policies and procedures, as amended.

16.2 Short Title

The short title of this by-law shall be the St. Clair Township Sewer Use By-Law.

16.3 Schedules

The following Schedules are attached to and form part of this by-law:

- Schedule A – Limits for Sanitary Sewer Discharge
- Schedule B – Limits for Storm Sewer Discharge
- Schedule C – Discharger Information Report
- Schedule D – Extra Strength Surcharge Agreement

16.4 Repeal

The following by-laws are hereby repealed:

1. Township of Moore By-Law Number 34 of 1970.

16.5 Effective Date

This by-law shall come into force and effect on the date of the final passing thereof.

Read a FIRST, SECOND AND THIRD time and finally PASSED on September 18, 2017.



Mayor



Clerk



Schedule A – Limits for Sanitary Sewer Discharge

	Substance	Concentration Limit*
Conventional	Biochemical Oxygen Demand	300
	Total Kjeldahl Nitrogen	100
	Oil and Grease – Animal and Vegetable	100
	Oil and Grease – Mineral and Synthetic/Hydrocarbon	15
	Phosphorus (Total)	10
	Total Suspended Solids	350
	Phenolics (4AAP)	1
	pH (unitless)	5.5-9.5
	Chloride	1500
	Sulphide	2
	Temperature (Degrees Celsius)	60
Inorganics	Aluminum (Total)	50
	Antimony (Total)	5
	Arsenic (Total)	1
	Cadmium (Total)	0.5
	Chromium (Total)	3
	Cobalt (Total)	5
	Copper (Total)	2
	Cyanide (Total)	2
	Fluoride	10
	Iron	50
	Lead (Total)	1
	Manganese	5
	Mercury	0.01
	Molybdenum (Total)	5
	Nickel (Total)	2
	Selenium (Total)	1
	Silver (Total)	5
	Sulphate	1500
	Tin (Total)	5
	Titanium (Total)	5
Vanadium (Total)	5	
Zinc (Total)	3	

*Units in mg/L except where otherwise noted

	Substance	Concentration Limit*
Organics	Benzene	0.01
	Chloroform	0.04
	1,2-Dichlorobenzene	0.05
	1,4-Dichlorobenzene	0.08
	Cis-1,2-Dichloroethylene	4
	Trans-1,3-Dichloropropylene	0.14
	Ethylbenzene	0.16
	Methylene Chloride (Dichloromethane)	2
	1,1,2,2-Tetrachloroethane	1.4
	Tetrachloroethylene	1
	Toluene	0.27
	Trichloroethylene	0.4
	Xylenes (Total)	1.4
	Di-n-Butyl Phthalate	0.08
	Bis (2-Ethylhexyl) Phthalate	0.012
	PCBs (Polychlorinated Biphenyls)	0.004

*Units in mg/L except where otherwise noted

Schedule B – Limits for Storm Sewer Discharge

	Substance	Concentration Limit*
Conventional	Biochemical Oxygen Demand	15
	Phenolics (4AAP)	0.008
	Phosphorus (Total)	0.4
	Total Suspended Solids	15
	pH (unitless)	6.0 - 9.0
	Temperature (Degrees Celsius)	40
	E.coli (colony forming units per 100 mL)	200
Inorganics	Cadmium (Total)	0.05
	Chromium (Total)	0.2
	Copper (Total)	1
	Lead (Total)	0.05
	Mercury (Total)	0.001
	Nickel (Total)	0.5
Zinc (Total)	0.5	

*Units in mg/L except where otherwise noted

Schedule C

Discharger Information Report

Township of St. Clair



Public Works Department
 1155 Emily Street
 Mooretown, Ontario
 N0N 1M0

Tel: 519-867-2128
 Fax: 519-867-3886
 Email: publicworks@twp.stclair.on.ca

In accordance with By-Law No. 24 of 2017, a discharger shall complete a Discharger Information Report form and submit it to the Municipality within thirty (30) days of written notification by the Municipality that such report is required.

1. General Information

a) Name of Company, Corporation:	
b) Corporation Owner:	
c) Site Address:	
d) Mailing Address (if different than Site Address):	
e) Telephone Number:	
f) Fax Number:	
g) Email Address:	
h) Authorized Corporate Representative: <i>By completing this section, I state that the information contained in this report is complete, true and accurate to the best of my knowledge and belief.</i>	(Please Print)
	(Position Title)
	(Signature)
	(Date)
i) Third-party certification: <input type="checkbox"/> ISO 9001 <input type="checkbox"/> ISO 14001 <input type="checkbox"/> Other: _____	

2. Facility Information

a) Provide a brief description of the type of business, manufacturing processes, or service activities your facility conducts at this site:

b) Final products or services rendered:

c) North American Industry Classification System (NAICS) code:

Other classification codes:

d) Number of employees: _____

e) Shift information:

Duration of shifts: _____

Number of shifts/ day: _____

Number of days/ week: _____

f) Major processes are:

Batch

Continuous

Both

If batch, average number of batches per 24-hr day: _____

g) Is the production subject to seasonal variations? YES NO

If yes, briefly describe seasonal production cycle:

h) Are there any special downtimes, clean-up times, etc.? YES NO

If yes, briefly describe:

i) Provide a layout sketch of the property (to scale or approximate) showing property boundaries, buildings, effluent lines and sanitary and storm sewer connections.

3. Water Use Information

a) Types of water sources:

	Avg. Flow/ Day (m ³ /d)		
<input type="checkbox"/> Municipal water	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured
<input type="checkbox"/> Private well	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured
<input type="checkbox"/> Surface water	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured
<input type="checkbox"/> Other: _____	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured

If the flowrate varies significantly, provide peak flowrates per day and month with an explanation:

Does the facility operate under a Permit to Take Water (PTTW) as required by the *Ontario Water Resources Act*? YES NO

If yes, attach a copy of the PTTW.

b) Water treatment devices:

Water softener

Reverse osmosis

Other: _____

4. Discharge Information

a) Types of discharges (identify whether the discharge is to the sanitary sewer, storm sewer, natural environment or evaporation losses):

	Avg. Flow/ Day (m ³ /d)			Discharge Location
<input type="checkbox"/> Sanitary	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured	_____
<input type="checkbox"/> Non-contact cooling	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured	_____
<input type="checkbox"/> Contact cooling	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured	_____
<input type="checkbox"/> Product/ process	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured	_____
Other:				
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured	_____
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured	_____
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Estimated	<input type="checkbox"/> Measured	_____

If the flowrate varies significantly, provide peak flowrates per day and month with an explanation:

b) Does the facility have a maintenance access point available for monitoring and sampling purposes?
 YES NO

If yes, briefly describe:

c) Does the facility operate any pre-treatment devices (ex. pH adjustment, removal of metals, screening, filtration, oil and grease separation, etc.)? YES NO

If yes, briefly describe:

d) Does the facility have an Extra Strength Surcharge Agreement in place? YES NO

If yes, briefly describe:

If yes, attach a copy of the Extra Strength Surcharge Agreement.

e) Does the facility have any approvals from the Municipality for discharging any of the following into the sanitary sewer: storm water, non-contact cooling water, uncontaminated water, water from a dewatering activity or any other water from a source other than a municipal water distribution system to a sanitary sewer? YES NO

If yes, briefly describe:

If yes, attach written approval.

f) Does the facility discharge any substance to a septic tank or holding tank on-site? YES NO

If yes, briefly describe:

g) Does the facility have any Environmental Compliance Approvals (ECAs) in place (ex. for hauled waste, hauled sewage or waste disposal site leachate)? YES NO

If yes, briefly describe:

If yes, attach copies of ECAs.

h) Please indicate below any potential substance discharged into the sanitary sewer from the facility:

Conventional	<input type="checkbox"/> Biochemical Oxygen Demand	<input type="checkbox"/> Total Suspended Solids
	<input type="checkbox"/> Total Kjeldahl Nitrogen	<input type="checkbox"/> pH (unitless)
	<input type="checkbox"/> Oil and grease - animal and vegetable	<input type="checkbox"/> Chloride
	<input type="checkbox"/> Oil and grease – mineral and synthetic/ hydrocarbon	<input type="checkbox"/> Sulphide
	<input type="checkbox"/> Phosphorus (Total)	<input type="checkbox"/> Temperature (Degrees Celsius)
	<input type="checkbox"/> Phenolics (4AAP)	<input type="checkbox"/> E.coli (colony forming units per 100 mL)

Inorganics	<input type="checkbox"/> Arsenic (Total)	<input type="checkbox"/> Lead (Total)
	<input type="checkbox"/> Cadmium (Total)	<input type="checkbox"/> Manganese (Total)
	<input type="checkbox"/> Chromium (Hexavalent)	<input type="checkbox"/> Mercury (Total)
	<input type="checkbox"/> Chromium (Total)	<input type="checkbox"/> Nickel (Total)
	<input type="checkbox"/> Copper (Total)	<input type="checkbox"/> Selenium (Total)
	<input type="checkbox"/> Cyanide (Total)	<input type="checkbox"/> Silver (Total)
	<input type="checkbox"/> Iron (Total)	<input type="checkbox"/> Zinc (Total)

Organics	<input type="checkbox"/> Benzene	<input type="checkbox"/> Bis (2-Ethylhexyl) Phthalate
	<input type="checkbox"/> Chloroform	<input type="checkbox"/> Nonylphenols
	<input type="checkbox"/> 1,2-Dichlorobenzene	<input type="checkbox"/> Nonylphenol Ethoxylates
	<input type="checkbox"/> 1,4-Dichlorobenzene	<input type="checkbox"/> Aldrin/ Dieldrin
	<input type="checkbox"/> Cis-1,2-Dichloroethylene	<input type="checkbox"/> Chlordane
	<input type="checkbox"/> Trans-1,3-Dichloropropylene	<input type="checkbox"/> DDT
	<input type="checkbox"/> Ethyl Benzene	<input type="checkbox"/> Hexachlorobenzene
	<input type="checkbox"/> Methylene Chloride	<input type="checkbox"/> Mirex
	<input type="checkbox"/> 1,1,2,2-Tetrachloroethane	<input type="checkbox"/> PCBs
	<input type="checkbox"/> Tetrachloroethylene	<input type="checkbox"/> 3,3'-Dichlorobenzidine
	<input type="checkbox"/> Toluene	<input type="checkbox"/> Hexachlorocyclohexane
	<input type="checkbox"/> Trichloroethylene	<input type="checkbox"/> Pentachlorophenol
	<input type="checkbox"/> Xylenes (Total)	<input type="checkbox"/> Total PAHs
	<input type="checkbox"/> Di-n-Butyl Phthalate	

i) If the discharge to the sanitary sewer has been previously analyzed, please provide copies of laboratory analysis.

5. Waste Disposal Practices

a) Does the facility generate any waste that is not discharged to the sanitary or storm sewer?
 YES NO
 If yes, MOECC Generator Registration Number:

 If yes, outline below:

Description of Waste Stream	Name of Hauler	Typical Disposal Volume/ Frequency
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

6. Spill Prevention

a) Are any bulk materials stored on-site? YES NO
 If yes, outline below:

Material	Stored Volume (L)	Location within Facility	Secondary Containment Type
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

b) Are spill response procedures prominently displayed? YES NO

c) Are spill kits present on-site? YES NO

If yes, please describe (quantity and location on-site):

7. Supporting Documentation

Attached supporting documentation:

- Layout sketch of property
- Permit(s) to Take Water
- Extra Strength Surcharge Agreement
- Written approval for discharges to sanitary sewer
- Environmental Compliance Approval(s)
- Sanitary sewer analytical results
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

FOR OFFICE USE ONLY

Reviewer:

Comments:

Schedule D



Extra Strength Surcharge Agreement

THIS AGREEMENT, made in triplicate this _____ day of _____, 20____

BETWEEN:

CORPORATION OF THE TOWNSHIP OF ST. CLAIR

(hereinafter called the "Municipality")

Of the First Part

- and -

[Insert full LEGAL Company Name]

(hereinafter called the "Company")

Of the Second Part

WHEREAS By-law Number 24 of 2017 regulates the discharge of sewage in the Township of St. Clair; and

WHEREAS the said By-law provides that the Municipality may permit the discharge of sewage which would otherwise be prohibited by the By-Law to the extent fixed by an Extra Strength Surcharge Agreement with the Municipality on such terms and conditions as deemed appropriate by the Municipality; and

WHEREAS the Company carries on a commercial, institutional or industrial activity which produces a sewage discharge in which the quantity of one or more of biochemical oxygen demand, total kjeldahl nitrogen, total phosphorus, total suspended solids is above the permissible limit set out in the said By-Law; and

WHEREAS the sewage discharge by the Company results materially in adding to the cost of treatment at the municipal sewage works and the By-Law provides that an additional sewage service rate may be charged by the Municipality to compensate the Municipality for its additional costs of operation, repair and maintenance of the sewage works; and

WHEREAS this Agreement sets out the terms and conditions with respect to the discharge of the sewage within the requirements of the By-Law.

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

1. Interpretation

"**agreement**" means this agreement between the Municipality and the Company.

"**BOD**" means biochemical oxygen demand.

"**by-law**" means the Township of St. Clair By-Law No. 24 of 2017 as amended from time to time.

"**CALA**" means Canadian Association for Laboratory Accreditation.

"**Director of Public Works**" means the Director of Public Works for the Municipality and his or her designated agents.

"**effective date**" is the date this agreement commences upon execution of this agreement by both parties.

"**extra strength surcharge parameters**" include biochemical oxygen demand, total kjeldahl nitrogen, total phosphorus and total suspended solids.

"**Fees and Charges By-Law**" means the Township of St. Clair By-Law No. X of 2017 as amended from time to time.

“law” or “laws” means all applicable statutes, laws, orders-in-council, by-laws, regulations, codes, ordinances, notices, rulings, orders, directives, requirements, policies and controls of the federal, provincial and municipal governments, including a by-law of the municipal council of the Municipality, and all applicable court orders, judgments and declarations of a court or tribunal of competent jurisdiction; and a reference to any law or to a provision thereof shall be deemed to include a reference to any law or provision enacted in substitution therefor or amendment thereof.

“Municipality” means the Corporation of Township of St. Clair and as the context includes any of its designated personnel who are authorized to represent the Municipality and also includes an employee authorized and designated to exercise discretion on behalf of the Municipality.

“premises” means the lands and premises municipally known as:

which are owned by the Company and in which sewage is discharged from.

“Standard Methods” means a procedure or method set out in “Standard Methods for the Examination of Water and Wastewater” published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation, recent or latest edition.

“term” means the term of this agreement as determined and set out in section 2. The initial term shall be for the period set out in subsection 2(a) and any subsequent term shall be one (1) year.

“Third Party” means a person or group besides the Municipality or Company.

“TKN” means total kjeldahl nitrogen.

“TSS” means total suspended solids.

2. Term

- (a) This agreement shall commence on _____ day of _____, 20____ and continue until _____ day of _____, 20____.
- (b) Provided that this agreement has not been terminated for any reason in accordance with its terms and conditions, this agreement shall be automatically renewed for a further term of one (1) year and renewed annually thereafter on the same terms and conditions as contained in this agreement, unless expressly amended by written agreement between the parties. Notwithstanding the foregoing, the length of any subsequent term shall be one (1) year if the initial term is otherwise.
- (c) Notwithstanding section 8, where notice of termination has been provided by the Municipality or the Company and the effective date of termination provided in such notice extends beyond the end of the current term of this agreement, the term of this agreement shall not be renewed for a further term but shall be extended until the effective date of termination provided in the notice.

3. Authorization to Discharge

- (a) The authority of the Company to discharge sewage into the Municipality’s sewage works is subject to the following conditions:
 - (i) the Company is and continues to remain in good standing under this agreement; and
 - (ii) the sewage shall be in strict compliance with all terms and conditions of this agreement.
- (b) Failure to comply with any of the above conditions shall constitute a material default under this agreement and, in addition to any privileges, rights or remedies of the Municipality under this agreement or otherwise in contract, at law or in equity, the Municipality may immediately suspend, terminate or revoke any discharge privileges granted under this agreement.

4. Quantity and Quality of Sewage Discharge

- (a) During the currency of this agreement the **QUANTITY OF SEWAGE DISCHARGED** by the Company from its premises to the sanitary sewer shall not exceed _____ cubic metres per day and the **RATE OF SUCH DISCHARGE OF SEWAGE** from the said premises shall not exceed _____ cubic metres per hour.
- (b) In calculating the quantity of sewage for the purposes of this agreement, stormwater shall be excluded.
- (c) During the currency of this agreement only, the **QUALITY OF THE SEWAGE** discharged by the Company from the said premises to the sanitary sewer may exceed the limits set by the by-law with respect to biochemical oxygen demand, total kjeldahl nitrogen, total phosphorus and total suspended solids provided that they **SHALL NOT EXCEED THE FOLLOWING MAXIMUM DISCHARGE LIMITS AT ANY TIME:**

- (i) biochemical oxygen demand (BOD): _____ milligrams/ litre
- (ii) total kjeldahl nitrogen (TKN): _____ milligrams/ litre
- (iii) total phosphorus: _____ milligrams/ litre
- (iv) total suspended solids (TSS): _____ milligrams/ litre

- (d) The discharge in sewage by the Company from the said premises containing BOD, TKN, total phosphorus or TSS in excess of the above maximum discharge limits shall constitute a contravention of this agreement and thus a contravention of the by-law.
- (e) The Municipality reserves the right to change the maximum discharge limits set out in this section, from time to time, provided that the municipality provides the Company with written notice thirty (30) days prior to an increase in such limits and one hundred and twenty (120) days prior to a decrease in such limits. The notice to the Company shall include the Municipality's basis for such change in the maximum discharge limit.
- (f) The discharge of sewage by the Company from the premises containing parameters or properties of sewage in excess of the limits set out in subsections 4(a) and 4(c) is prohibited and shall constitute a default under this agreement and may constitute a contravention of the by-law.
- (g) The Company shall notify the Director of Public Works by telephone forthwith, and in writing as soon as possible thereafter, upon discovering a breach by the Company of subsections 4(a) or 4(c) of this agreement or any other unauthorized discharge by the Company.
- (h) The Company shall notify the Municipality in writing prior to any change in its process and sewage flows that may affect its compliance with the maximum discharge limits as above.

5. Flow Monitoring

- (a) The Company will determine daily, the actual quantity of sewage discharged to the sanitary sewer, and in so doing, will utilize continuous flow monitoring equipment installed, operated, maintained and calibrated by the Company as approved by the Municipality.
- (b) The Company will maintain a log, in a manner approved by the Municipality, in which the quantity of sewage being discharged to the sanitary sewer is itemized. This log shall be submitted by the Company to the Municipality on a monthly basis.
- (c) The continuous flow monitoring equipment shall have an accuracy of $\pm 5\%$ over the full scale reading range of 10% - 100% and shall be calibrated at least annually in accordance with the manufacturer's recommendations to ensure accuracy at all times. Updated calibration records will be forwarded to the Municipality and be available upon request.

6. Sampling

- (a) For the purposes of this agreement, the quality of sewage shall be determined on a monthly basis by a Third Party arranged and contracted by the Company at its own expense and approved by the Municipality. Sampling and analysis should be conducted by the Third Party with respect to the following parameters: biochemical oxygen demand, total kjeldahl nitrogen, total phosphorus and total suspended solids.
- (b) The Company shall ensure that sampling and analysis of samples of sewage are performed in general accordance with Standard Methods and that samples of sewage are analyzed by a CALA-accredited laboratory.
- (c) The Company shall notify the Municipality a minimum of twenty-four (24) hours in advance of sampling conducted on a monthly basis such that the Municipality may, at its discretion, observe the sampling and/or obtain split samples of sewage for independent analysis. The Company may provide notice by delivering a sampling schedule to the Municipality listing the times and dates when the monthly sampling will be conducted.
- (d) The Municipality may establish non-compliance with this agreement on the basis of a grab sample or a composite sample of a discharge, which may contain additives for its preservation, that may be collected manually or by using an automatic sampling device, and analyzed in accordance with the procedures and methods set out in Standard Methods.
- (e) In the event of any disagreement between the Director of Public Works and the Company as to the water quality of sewage discharge samples, the determination of the Director of Public Works shall govern.
- (f) Analysis of sewage results shall be submitted by the Company to the Municipality within seven (7) days of the Company receiving the results. When sample results indicate non-compliance with

formula where surcharge amounts are additive for all extra strength surcharge parameters:

Surcharge = $V \times C \times F \times R$ where:

V = monthly volume of sewage discharge, in m^3 , as measured by the flow monitoring device outlined in section 5.

C = amount by which the actual sewage discharge exceeds the limit set out in the by-law, in g/m^3 , as determined by monthly sampling and analysis of sewage discharge as outlined in section 6. Note: g/m^3 is equivalent to mg/L.

F = 10^{-3} kg/g, factor to convert g to kg.

R = extra strength surcharge rate, in \$/kg, as established by the Municipality from time to time under the Fees and Charges By-Law.

- (b) All invoices, issued by the Municipality, for the discharge of sewage and any other charges imposed pursuant to this agreement or by-law must be paid by the Company within thirty (30) days from the date of the invoice.
- (c) Late payment charges shall be added to all rates and charges that are due and payable under this agreement at the rate of 1.25% on the first day of default, and every thirty (30) days thereafter during such time as the default continues (15% per annum).
- (d) In default of the Company installing, operating, maintaining and calibrating the continuous flow monitoring device as outlined in section 5, the Company shall be charged for the same quantity of sewage discharge as the quantity of water supplied to the premises, as shown by the water meter owned by the Municipality or as may be otherwise supplied to the Company. If the supply from a water source other than a municipal water distribution system, the Municipality shall determine the amount of water supplied in any manner or method practicable and the quantity of water so determined shall be used in computing the applicable surcharge amounts.
- (e) In the event that the Municipality revises an extra strength surcharge rate during the term of this agreement, the surcharge amount will be pro-rated based on the date in which the revised Fees and Charges By-Law was enacted. The surcharge for the period up until this revision date will be calculated using the previous extra strength surcharge rate and the surcharge for the period including and extending from the revision date will be calculated using the revised extra strength surcharge rate. These surcharges will be additive.

8. Termination

- (a) The Municipality may terminate this agreement at any time upon thirty (30) days written notice sent by registered mail addressed to the Company at the said premises, if the sewage being discharged by the Company is:
 - (i) causing a health or safety hazard to a person authorized by the Municipality to inspect, operate, maintain, repair or otherwise work on a sewage works;
 - (ii) resulting in an offence under the *Ontario Water Resources Act* or the *Environmental Protection Act*, or any regulation made thereunder;
 - (iii) causing biosolids from the sewage works, to directly or indirectly fail to meet the objectives and criteria as listed in the MOE publication entitled "*Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land*" dated March 1996, as amended from time to time; or
 - (iv) resulting in dyes or colouring materials to pass through a sewage works which could discolour the sewage works effluent; or
 - (v) causing interference with the operation or maintenance of a sewage works or sewage treatment process; or
 - (vi) causing a hazard to any person, animal, property, vegetation or the natural environment; or
 - (vii) causing an offensive odour to emanate from the sewage works that is detectable within the vicinity of the sewage works, and includes, without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulphide, other reduced

the agreement, the Company shall immediately re-sample, initiate an investigation to determine the source or cause of the non-compliance and take necessary corrective action. Sampling and analysis shall continue at an appropriate frequency, as approved by the Municipality, until results indicate that the sewage discharge complies with the requirements of this agreement.

7. Discharge Rates and Charges

- (a) The Company hereby covenants and agrees to pay to the Municipality on a monthly basis, for the

sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;
or

(viii) causing damage to the sewage works, materially increasing sewage works maintenance costs or causing a dangerous condition; or

(ix) causing an obstruction or restriction to the flow of any sewage works; or

(x) in any way contrary to By-Law Number 24 of 2017 in any way other than as provided herein.

- (b) The Municipality may terminate this agreement at any time upon written notice setting out a termination date, sent by registered mail to the Company at the said premises:
- (i) where in the opinion of the Director of Public Works or their designate, there is an emergency situation of immediate threat or danger to any person, animal, property, vegetation or the natural environment; or
 - (ii) if the Company fails for more than two (2) months to pay any charges required by this agreement or any invoice or statement issued pursuant to this agreement, but such termination shall not relieve the Company from its liability to make such payment; or
 - (iii) if the Company fails to comply with any provision of this agreement.
- (c) The Municipality may terminate this agreement at any time upon ninety (90) days prior written notice sent by registered mail to the Company at said premises at the discretion of the Municipality even if the Company is in full compliance with the Sewer Use By-Law.
- (d) The Company may terminate this agreement at any time upon ninety (90) days written notice sent by registered mail addressed to the Director of Public Works.

9. Observance of Laws, Statutes and Regulations

- (a) The Company shall comply at its own expense with, and conform to, all applicable laws from time to time in effect during the term of this agreement.

10. Notices

- (a) Unless specifically provided otherwise in this agreement, any demand or notice to be given pursuant to this agreement shall be duly and properly made and given if made in writing and delivered to the party for whom it is intended at the address as set out below, either personally, by facsimile or by means of prepaid first class mail addressed to such party as follows:

- (i) in the case of the Municipality:

Address: 1155 Emily Street, Mooretown Ontario N0N 1M0

Attention: Director of Public Works

Phone Number: 519-867-2128

Facsimile Number: 519-867-3886

Email: publicworks@twp.stclair.on.ca

- (i) in the case of the company:

Address: _____

Attention: Director of Public Works

Phone Number: _____

Facsimile Number: _____

Email: _____

- (b) or to such other address as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been personally delivered or, if delivered by facsimile, shall be deemed to be delivered as of the next business day following the date of transmission or, if mailed, then, in the absence of any interruption in postal service in the Municipality affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

11. Successors and Assigns

- (a) This agreement and all terms, covenants, conditions and provisions herein shall be binding upon and shall ensure to the benefit of the Municipality and the Company their respective successors and legal representatives. This agreement is not assignable or transferrable by the Company without the express written consent of the municipality.

12. Agreement Binding

(a) This agreement shall be binding on the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized.

[Insert full LEGAL Company Name]

Name:

Title:

Name:

Title:

We have authority to bind the Corporation

Date

**THE CORPORATION OF THE
TOWNSHIP OF ST. CLAIR**

Director of Public Works

Clerk

Date