

The Corporation of the Township of Centre Wellington

By-law 2022-66

A By-law to Prohibit, Regulate and Control Discharge
into Wastewater Systems and Spills in the
Township of Centre-Wellington

Whereas Section 8 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, hereinafter referred to as “the Act”, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

And Whereas Section 9 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And Whereas Section 11 (2) of the Act permits a municipality to pass By-laws respecting public assets of the municipality, the economic, social and environmental well-being of the municipality, including climate change and the health, safety and well-being of persons;

And Whereas Section 11 (3) of the Act authorizes a municipality to pass By-laws respecting matters concerning public utilities;

And Whereas Section 87 of the Act authorizes a municipality to enter on property, at reasonable times, to inspect the discharge of any matter into the Township’s wastewater system or into any other wastewater system the contents of which ultimately empty into the Township’s wastewater system and may conduct tests and take samples for this purpose;

And Whereas Section 78 to 93 of the Act provides a municipality with specific powers with respect to the provision of public utility services;

And Whereas Section 391 (1) of the Act provides that a municipality may pass a By-law imposing fees or charges on persons for services or activities provided or done by or on behalf of it;

And Whereas Section 398 (1) of the Act provides that fees and charges imposed by a municipality on a person constitute a debt on the person to the municipality;

And Whereas Section 398 (2) of the Act provides that a municipality may add fees and charges to the tax roll of the property to which the public utility is supplied and collect them in the same manner as municipal taxes;

And Whereas Section 436 (1) of the Act provides that a municipality may pass a By-law for the entry onto property at any reasonable time for the purpose of carrying out an inspection to determine compliance with a By-law;

And Whereas Section 446 of the Act provides that a municipality may proceed to do things at a person’s expense which that person is otherwise required to do under a By-law but has failed to do and the costs incurred by a municipality may be recovered by adding the costs to the tax roll and collecting them in the same manner as taxes;

Now Therefore the Council of the Corporation of the Township of Centre Wellington hereby enacts as follows:

Definitions

1.1 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 or any successor thereof;

“**Appeal Tribunal**” means an individual or a Committee appointed by **Council** to conduct hearings under this By-law;

“Biochemical Oxygen Demand” or **“BOD”** means the determination of the molecular oxygen utilized during a five (5) 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 **Standard Methods**;

“Biomedical Waste” means biomedical waste as defined in the Ontario Ministry of the Environment Guideline C-4 titled “The Management of Biomedical Waste in Ontario” dated November 2009, as amended or any successor thereof;

“Biosolids” means organic and solid material recovered from the **wastewater** 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;

“Building Code Act” means the Building Code Act, 1992, S.O. 1992, c. 23, as amended, or any successor thereof and its regulations;

“Chemical Oxygen Demand” or **“COD”** means a measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic **matter** as determined by the appropriate procedure in **Standard Methods**;

“Combustible Liquid” means a liquid that has a flash point at or above 37.8°C and at or below 93.3°C;

“Commercial” means the use of **lands** for the supply and sale of goods and services;

“Composite Sample” means three (3) or more **grab samples** of a discharge to **wastewater works** taken at intervals during the sampling that have been combined automatically or manually;

“Connection” means that part or those parts of any pipe or system of pipes outside of a building leading directly to **wastewater works** and includes drainage service connections, drainage water pipes, sump pump discharge laterals, foundation drains and **storm water** leaders or downspouts;

“Cooling Water” means water that is used in a process, for the purpose of removing heat and that may come into contact with any raw material, intermediate product, waste product or finished product, but does not include **blowdown water**;

“Council” means the Council of the **Township**;

“Dental Amalgam” means a dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc;

“Dental Amalgam Separator” means any technology, or combination of technologies, designed to separate dental amalgam particles from dental operation **wastewater**;

“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 man-made;
- (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 above or below ground; or
- (e) any combination of the above-noted activities,

where the water from such activity would be **discharged** into **Township wastewater works** and such activity is related to a construction, development, renovation, repair, maintenance or demolition activity at a **property**;

“Director” means the Managing Director of Infrastructure Services for the **Township**, or his/her designate;

“Discharge” or **“Discharged”** or **“Discharging”** includes add, deposit, emit, release, leak or the action of discharging **matter** or **wastewater**;

“Domestic Wastewater” means **wastewater** produced from a residence or a residential property;

“Environmental Compliance Approval” means an approval issued under Part II.1 of the **EPA**;

“EPA” means the Environmental Protection Act, R.S.O. 1990, c. E. 19, as amended, or any successor thereof and its regulations;

“Extra Strength Surcharge Agreement” means an agreement entered into with the **Township** to permit the **discharge** of **matter** or **wastewater** to a **sanitary sewer** that is higher in concentration for one or more constituent concentrations as set out in Schedule A to this By-law or containing constituents identified in Schedule A to this By-law;

“Fisheries Act” means the Fisheries Act, R.S.C. 1985, c. F-14, as amended, or any successor thereof and its regulations;

“Fuel” means any alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance;

“Grab Sample” means a volume of **matter**, **wastewater**, **storm water**, **uncontaminated water** or effluent which is collected over a period not exceeding fifteen (15) minutes;

“grease” means *n*-Hexane extractable **matter** as described in **Standard Methods**;

“Groundwater” means water beneath the earth’s surface present in spaces around soil, sand or rock;

“Hauled Wastewater” includes waste removed from **wastewater works**, including a cesspool, septic tank system, privy vault or privy pit, a chemical toilet, portable toilet, recreational vehicle or a **wastewater** holding tank;

“Hazardous Waste” includes any substance that is designated as hazardous waste under the **EPA**;

“Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“Industrial” means the use of land, buildings or structures for the purpose of manufacturing, processing, fabrication, assembly, treatment, packaging, and incidental storage of goods and materials and may include accessory sales and distribution of such products;

“Industry” means an **industrial**, **commercial**, or **institutional property** from which there is **discharge** of any **matter** or **wastewater** directly or indirectly into **wastewater works**;

“Institutional” means the use of land, buildings or structures for a public purpose including schools, universities, medical facilities (hospitals, nursing stations, and nursing homes), museums, prisons, government offices and military bases;

“interceptor” means a device that is designed to prevent **oil**, **grease**, sediment, sand or other materials from passing into **wastewater works**;

“lands” includes **property** and a **highway**;

“matter” includes any solid, liquid or gas;

“Monitoring Access Point” means an access point, such as a chamber or maintenance hole to allow for observation, sampling, and flow measurement of **matter**, **wastewater**, **uncontaminated water**, or **storm water**;

“Municipal Act” means the Municipal Act, 2001, S.O. 2001, c. 25, as amended, or any successor thereof and its regulations;

“**natural environment**” means the air, **property** or water or any combination or part thereof;
“**non-contact cooling water**” means water that is used to reduce temperature for the purpose of cooling and that does not come into direct contact with any raw material, intermediate, product, waste product or finished product, other than heat but does not include **blowdown water**;

“**Officer**” means a police officer, Municipal Law Enforcement Officer, **Director** or any other person appointed by by-law to enforce the provisions of this By-law;

“**oil**” means *n*-Hexane extractable **matter** as described in **Standard Methods**;

“**OWRA**” means the Ontario Water Resources Act, R.S.O. 1990, c. O. 40, as amended or any successor thereof and its regulations;

“**Owner**” includes:

- (a) the registered owner of the **property**;
- (b) any **person** in charge, management or control of such **property**;
- (c) the registered owner of a **vehicle**

and includes as the context requires an applicant, an operator, **permit holder** and an employee of an **industry**;

“**PCB’s**” means any monochlorinated or polychlorinated biphenyl or any mixture of them or any mixture that contains one or more of them;

“**permit**” means a permit issued by the **Township** pursuant to this By-law;

“**permit holder**” means a **person** issued a **permit**;

“**pesticides**” means a pesticide as defined by and regulated under the Pesticides Act, R.S.O. 1990, c. P. 11, as amended or any successor thereof and its regulations;

“**Person**” includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

“**pH**” means the logarithm of the reciprocal of the concentration of hydrogen ions in gram per litre of solution;

“**phenolic compounds**” means those derivatives of aromatic hydrocarbons which have a hydroxyl group directly attached to the ring as determined by **Standard Methods**;

“**pre-treatment**” means the reduction, elimination or alteration of pollutants in **matter**, **wastewater** or **storm water** prior to **discharge** into **wastewater works**. This reduction, elimination or alteration can be achieved by physical, chemical, or biological processes, through pollution prevention, or by other means, except by diluting the concentration of the pollutants;

“**Property**” means a parcel of land which is capable of being legally conveyed or any part thereof including any and all buildings or other structures thereon;

“**Regulation 347**” means R.R.O. 1990, Reg. 347 (General Waste Management) made under the **EPA** or any successor thereof;

“**sampling port**” means an access point, a valve, tap, or similar device on equipment, a drain pipe to allow for observation, sampling, and flow measurement of **matter**, **wastewater**, **uncontaminated water**, or **storm water**;

“**sanitary sewer**” means a sewer or any part of such works used for the purpose of collection and transmission of **domestic wastewater**, **commercial**, **institutional**, or **industrial wastewater** or any combination thereof;

“**sewage**” means any liquid waste containing animal, mineral, vegetable **matter** in solution or in suspension except **uncontaminated water**;

“**sewer connection**” means that part of a drain or system of drains, including drains or **subsurface drainage pipes** leading from private **property** and connected to the **Township’s wastewater works** and located within the limits of the public road allowance, or other public **property** or public **property** interests held for public utility purposes;

“**Septic Tank Waste**” means any waste extracted from a cesspool, septic tank, **wastewater** holding tank, seepage pit, **interceptor**, privy vault, privy pit or other containment for human excretion and wastes;

“**spill**” means a direct or indirect **discharge** into **Township wastewater works, Township lands** 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 the “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, as amended or any successor thereof;

“**storm sewer**” means a sewer or any part of such works used for the purpose of collection and transmission of **uncontaminated water, storm water**, drainage from **property** or from a **watercourse** or any combination thereof;

“**storm water**” includes water resulting from rainfall or other natural precipitation from the atmosphere and includes, but is not limited to water from melting snow or naturally occurring ice;

“**subsurface drainage pipe**” means a pipe that is installed underground to intercept and convey **subsurface water**, and includes foundation drain pipes;

“**subsurface water**” means **groundwater** including foundation drain water;

“**swimming pool**” means a structure designed to hold water for recreational purposes and includes hot tubs or spas;

“**total suspended solids**” or “**TSS**” means insoluble **matter** in liquid that is removable by filtration, as determined by the appropriate procedure described by **Standard Methods**;

“**Township**” means the Corporation of the Township of Centre Wellington or the **lands** within the geographic limits of the Corporation of the Township of Centre Wellington as the context requires;

“**toxic substance**” means any material listed in Schedule 3 of **Regulation 347**;

“**uncontaminated water**” means water with a level of quality which is typical of potable water normally supplied by the **Township** or whose quality does not exceed the values in Table A of Schedule B to this By-law;

“**vehicle**” includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car;

“**wastewater**” means the composite of water and water-carried wastes from residential, **commercial, industrial, or institutional property**, or any other source;

“**wastewater works**” means any infrastructure used for the collection, transmission, treatment or disposal of **matter, wastewater, storm water** or **uncontaminated water** and includes a **sanitary sewer** and **storm sewer**;

“**wastewater sludge**” means solid material recovered from the **wastewater** treatment process;

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

2. Short Title

2.1 The short title of this By-law is the “Sewer Use By-law”.

3. General and Exemptions

- 3.1 This By-law applies to the entire **Township**.
- 3.2 This By-law does not apply to the **discharge** of any **matter** or **wastewater**, in an emergency, as determined and approved by the Medical Officer of Health in the exercise of their authority under the *Health Protection and Promotion Act, R.S.O. 1990, c. H. 7*, as amended, or any successor thereof and its regulations.
- 3.3 This By-law does not apply where the **discharge** into a **sanitary sewer** is:
- (a) pursuant to a Certificate of Approval, **Environmental Compliance Approval** or order relating to the **property** under the **EPA** or the **OWRA** which expressly allows the **discharge**;
 - (b) in compliance with Schedule A to this By-law;
 - (c) **domestic wastewater**.
- 3.4 A **person** is required to obtain a **sewer connection permit** where:
- (a) an executed development agreement has been entered into with the **Township**;
 - (b) **sewer connection** works are being completed as a local improvement.

4. General Prohibitions and Regulations – Wastewater Work

- 4.1 No **person** shall **discharge**, cause or permit to be **discharged** any **matter** or **wastewater** directly or indirectly into **Township wastewater works** without a **permit**.
- 4.2 No **person** shall **discharge**, cause or permit to be **discharged** any **matter** or **wastewater** directly or indirectly into **Township wastewater works** other than in accordance with the terms and conditions of a **permit**, the approved plans or this By-law.
- 4.3 No **person** shall connect to **Township wastewater works** without a **permit** as required by this By-law.
- 4.4 No **person** shall connect, cause or permit to be connected to **Township wastewater works** other than in accordance with the terms and conditions of a **permit**, the approved plans or this By-law.
- 4.5 No **person** shall uncover, make any **connection** with, break, alter, destroy, damage, deface or tamper or cause or permit the **connection**, breaking, alteration, destruction, damage, defacing or tampering with **Township wastewater works**.
- 4.6 No **person** shall construct, connect or install or cause to be constructed, connected or installed **wastewater works** on **Township lands** without the permission of the **Township**.
- 4.7 No **person** shall construct, connect or install or cause to be constructed, connected or installed **wastewater works** that are not in accordance with the **Township's** design standards or other methods approved by the **Township**.
- 4.8 No **person** shall **discharge**, cause or permit the **discharge** of **wastewater** or **matter** directly or indirectly into **Township wastewater works** where water or any chemical, agent or additive has been added to the discharge for the purposes of dilution to achieve compliance with this By-law.
- 4.9 No **person** shall **discharge**, cause or permit to be **discharged** any **matter** or **wastewater** of any type or temperature or in any quantity directly or indirectly into **Township wastewater works** which may or could result in:
- (a) a hazard or other adverse impact to any **person**, animal, **property**, vegetation, **natural environment** or the **Township**;
 - (b) an offence under the **EPA**, **OWRA** or the **Fisheries Act**;

- (c) damage, interference or potential interference which may impair the operation and maintenance of **Township wastewater works**;
- (d) obstruction or restriction of **Township wastewater works** or the flow therein;
- (e) **wastewater** that has two or separate liquid layers;
- (f) an offensive odour to emanate from the **Township wastewater works** including **wastewater** containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity that may cause an offensive odour;
- (g) impair the quality of the water in any well, lake, river, pond, spring, stream, recreational beach or other water or **watercourse**;
- (h) **wastewater sludge** that does not meet the objectives or criteria listed in the **EPA**.

4.10 No **person** shall **discharge**, cause or permit to be **discharged matter** or **wastewater** directly or indirectly into **Township wastewater works** that contains:

- (a) **biomedical waste**;
- (b) **combustible liquid**;
- (c) dyes or colouring materials which may discolour the **Township wastewater works** final effluent;
- (d) explosive products or substances;
- (e) fertilizers;
- (f) **fuel**;
- (g) **hazardous waste**;
- (h) herbicides;
- (i) **pesticides**;
- (j) **toxic substance**;
- (k) solid or viscous substances in quantities of such size to be capable of causing obstruction to the flow in **Township wastewater works**;
- (l) **septic tank waste**;
- (m) contact **cooling water** and **non-contact cooling water**.

4.11 No **person** shall use, cause or permit the use of enzymes, bacteria, solvents, hot water, or other agents to facilitate the passage of **oil, grease**, sediment, sand or other material through:

- (a) an **interceptor**;
- (b) an **oil** or water separator;
- (c) a **Township** approved **pre-treatment** system.

4.12 No **person** shall fail to clean up or fail to cause to be cleaned up a **spill** and to restore or cause to be restored the affected area to its condition prior to the **spill**.

5. General Prohibitions and Regulations – Sanitary Sewers

5.1 No **person** shall **discharge**, cause or permit to be **discharged** directly or indirectly into a **Township sanitary sewer** any restricted waste which exceeds the respective concentrations listed in Schedule A to this By-law.

5.2 No **person** shall connect or cause to be connected directly or indirectly, a rain water leader, **storm water** leader, **groundwater** drainage system or sump pump laterals to a **Township sanitary sewer**.

5.3 No **person** shall **discharge**, cause or permit to be **discharged** any **matter** or **wastewater**

directly or indirectly into a **Township sanitary sewer** without an approved Pollution Prevention Plan as required by this By-law.

- 5.4 No **person** shall **discharge**, cause or permit to be **discharged** any **matter** or **wastewater** directly or indirectly into a **Township sanitary sewer** without an approved Code of Practice as required by this By-law.
- 5.5 No **person** shall **discharge**, cause or permit to be **discharged** directly or indirectly into a **Township sanitary sewer** without an **extra strength surcharge agreement** any restricted waste which exceeds the respective concentrations listed in Schedule A to this By-law.
- 5.6 No **person** shall **discharge**, cause or permit to be **discharged** directly or indirectly into a **Township sanitary sewer** other than in accordance with the terms and conditions of an **extra strength surcharge agreement** any restricted waste which exceeds the respective concentrations listed in Schedule A to this By-law.

6. General Prohibitions and Regulations – Storm Sewer

- 6.1 No **person** shall **discharge**, cause or permit to be **discharged**, any restricted waste which exceeds the respective concentrations listed in Schedule B to this By-law directly or indirectly into a **Township storm sewer**.
- 6.2 No **person** shall **discharge**, cause or permit to be **discharged** directly or indirectly into a **Township storm sewer wastewater** that contains:
 - (a) **blowdown water**;
 - (b) chlorinated or salt water **swimming pool** water, chlorine residual over 4.0 mg/l;
 - (c) floating debris;
 - (d) **hauled wastewater**;
 - (e) paints;
 - (f) **sewage**;
 - (g) volatile organic compounds;
 - (h) water containing gas, **oil** or **grease** which causes a visible film, sheen or discolouration on the water surface.
- 6.3 No **person** shall permit or cause a **grease interceptor** to **discharge** to a **Township storm sewer**.

7. Discharge Information Report

- 7.1 An **owner** of an **industry** upon request of the **Director** shall submit a Discharge Information Report as provided by the **Township**.

8. Application for a Permit – Hauled Wastewater

- 8.1 A **person** making an application for a **hauled wastewater permit** shall submit to the satisfaction of the **Director**:
 - (a) a complete application in the form provided by the **Township**;
 - (b) a complete Discharger Information form provided by the **Township**;
 - (c) a copy of the most recent Certificate of Approval, **Environmental Compliance Approval**, Permit to Take Water, Environmental Activity Sector Registry, provisional certificate, any other approval required under the **EPA**;
 - (d) plans and other documents as may be required by the **Director**;
 - (e) the required **permit fee** as provided for in the **Township's Fees and Charges By-law**.

9. Application for a Permit – Sewer Connection

9.1 A **person** making an application for a **sewer connection permit** shall submit to the satisfaction of the **Director**:

- (a) a complete Municipal Infrastructure application in the form provided by the **Township**;
- (b) a copy of the most recent Certificate of Approval, **Environmental Compliance Approval**, Permit to Take Water, Environmental Activity Sector Registry, provisional certificate, any other approval required under the **EPA**;
- (c) plans and any other documents as may be required by the **Director**;
- (d) the required **permit** fee as provided for in the **Township's** Fees and Charges By-law;

10. Application for a Permit – Compliance Program

10.1 Where an **industry** does not meet the discharge requirements of this By-law the **owner** of the **property** shall:

- (a) complete the necessary works to achieve compliance by a date as determined by the **Director**; or
- (b) apply for and obtain a compliance program **permit**.

10.2 A **person** making an application for a compliance program **permit** shall submit to the satisfaction of the **Director**:

- (a) a complete application in the form provided by the **Township**;
- (b) a Compliance Program document that contains the following information:
 - i) the specified length of time during which **pre-treatment** facilities or other measures are to be installed or implemented;
 - ii) an outline the specific remedial action to be implemented including the dates of commencement and completion of each activity;
- (c) plans and any other documents as may be required by the **Director**;
- (d) the required **permit** fee as provided for in the **Township's** Fees and Charges By-law;
- (e) surcharge rates as set out in this By-law apply and are payable.

11. Application for a Permit – Wastewater Discharge

11.1 A **person** making application for a **wastewater** discharge **permit** to **discharge matter** or **wastewater** that has originated from a source other than the **Township** water supply system shall submit to the satisfaction of the **Director**:

- (a) a complete application in the form provided by the **Township**;
- (b) plans and any other documents as may be required by the **Director**;
- (c) the required **permit** fee as provided for in the **Township's** Fees and Charges By-law;
- (d) standard **wastewater** rates as provided for in the **Township's** Fees and Charges By-law apply and are payable.

12. Application for an Extra Strength Surcharge Agreement

12.1 A **person** making application to enter into an **extra strength surcharge agreement** shall submit to the satisfaction of the **Director**:

- (a) a complete application in the form provided by the **Township**;
- (b) plans and any other documents as may be required by the **Director**;

- (c) pay the fees as determined by the **Township** based on projected operating and maintenance costs calculated in accordance with Schedule I to this By-law;
- (d) standard **wastewater** rates as provided for in the **Township's** Fees and Charges By-law apply and are payable.

13. Administration and Delegated Authority

- 13.1 The **Director** is responsible for the administration of this By-law and is hereby delegated authority to issue a **permit** in accordance with the provisions of this By-law and the applicable Schedules to this By-law.
- 13.2 Notwithstanding any other provision of this By-law, the **Director** upon being satisfied may issue a Compliance Program **Permit** to an **Owner** that was connected to the **Township's wastewater works** prior to the passing of this By-law.
- 13.3 The **Director** is hereby delegated authority to revoke or refuse to issue a **permit**, refuse to approve a plan or enter into an agreement, where the intent of this By-law is not achieved.
- 13.4 The **Director** is hereby authorized to enter into and execute on behalf of the **Township** an **extra strength surcharge agreement** as outlined in Schedule J to this By-law for the **discharge** of treatable parameters in **wastewater** for the substances with the maximum concentrations outlined in Schedule H to this By-law.
- 13.5 The **Director** has authority to add, amend or waive the standard terms and conditions of a **permit** or an **extra strength surcharge agreement** upon taking into consideration the anticipated impacts to the **Township's wastewater works**.

14. Permits – Grounds for Refusal, Revocation – Terms and Conditions – Right to a Hearing

- 14.1 Before a **permit** or an **extra strength surcharge agreement** is refused, revoked or issued with terms and conditions not specified in this By-law written notice shall be given by the **Director** to the **owner**.
- 14.2 Notice shall be served to the **owner's** last known address or email address filed with the **Township** and shall:
 - (a) contain sufficient information to specify the nature of, or reason for, any recommendation;
 - (b) inform the **owner** of entitlement to a hearing before the **Appeal Tribunal**, if a request in writing for a hearing is returned to the **Clerk** within fourteen (14) days after the date of service of the notice; and
 - (c) inform the **owner** that if no written request is received, the **Appeal Tribunal** may proceed and make any decision with respect to the **permit** or the **extra strength surcharge agreement**.

15. Terms and Conditions of a Permit - General

- 15.1 A **permit** is subject to the applicable terms and conditions as set out in Schedule F to this By-law.
- 15.2 An **owner** shall notify the **Township** within seven (7) days of any changes to the:
 - (a) business name;
 - (b) ownership of the business;
 - (c) any information contained in a **permit**;
 - (d) characteristics of the discharge that is subject to a **permit**;

and such changes shall be subject to submission of any other documents as may be required to the satisfaction of the **Director**.

- 15.3 A **Permit** is not transferable.

16. Expiry and Revocation

16.1 A **permit** and an **extra strength surcharge agreement** shall be valid for the period of time as determined by the **Director** and as identified on the **permit** or in the **extra strength surcharge agreement**.

17. Extension or Modifications to Terms and Conditions

17.1 An **owner** making application for an extension to the expiry date or modification of the terms and conditions of a **permit** or an **extra strength surcharge agreement** shall submit within thirty (30) days of the expiration of the **extra strength surcharge agreement**:

- (a) a written request outlining the reasons an extension or modification is required;
- (b) the required extension or modification fee as provided for in the **Township's Fees and Charges By-law**;
- (c) any other documents as required by the **Director**.

18. Pre-treatment Devices

Food – Oil and Grease Interceptor or Grease Trap

18.1 An **owner** of an **industry** where food is cooked, processed, or prepared, and where the **matter** or **wastewater** is directly or indirectly **discharged** into a **sanitary sewer** shall:

- (a) install in compliance with the **Building Code Act** a food **oil** and **grease interceptor** or **grease trap** at its **property**;
- (b) operate, inspect and maintain a food **oil** and **grease interceptor** or **grease trap** regularly and in accordance with manufacturer's recommendations to ensure performance is continuously maintained;
- (c) clean out the food **oil** and **grease interceptor** or **grease trap** before the thickness of the solids and **grease** is greater than twenty-five (25) percent of the liquid volume, or in accordance with the manufacturer's recommendations, whichever occurs first;
- (d) complete, obtain and keep documented proof of inspection, clean-out and maintenance records of the food **oil** and **grease interceptor** or **grease trap** and of **oil** and **grease** disposal;
- (e) complete testing, maintenance and performance of a food **oil** and **grease interceptor** in accordance with CAN CSA B 481, as amended;
- (f) retain records required to be obtained and kept under this By-law for a minimum of five (5) years unless otherwise specified by the **Township**.

18.2 Where an **owner** fails to adequately maintain an **oil** and **grease interceptor** or **grease trap** to the satisfaction of an **Officer**, an **Officer** may require an alarm monitoring device to be installed, at the expense of the **owner**.

19. Pre-treatment Devices

Vehicle and Equipment Service – Oil and Grease Interceptors

19.1 An **owner** of an **industry** where **vehicles** are serviced, repaired or maintained and where the **matter** or **wastewater** is directly or indirectly **discharged** into a **sanitary sewer** shall:

- (a) install in compliance with the **Building Code Act** an **oil** and **grease interceptor** at its **property**;
- (b) operate, inspect and maintain the **oil** and **grease interceptor** in accordance with the Canadian Fuels Association and the manufacturer's recommendations to ensure performance is continuously maintained;
- (c) complete, obtain and keep documented proof of inspection, clean-out and maintenance records of the food **oil** and **grease interceptor** and of **oil** and **grease** disposal;

- (d) submit to the **Township** annually the maintenance schedule and record of maintenance for each **oil** and **grease interceptor**;
- (e) retain records required to be obtained and kept under this By-law for a minimum of five (5) years unless otherwise specified by the **Township**.

19.2 Where an **owner** fails to adequately maintain an **oil** and **grease interceptor** to the satisfaction of an **Officer**. An **Officer** may require an alarm monitoring device to be installed, at the expense of the **owner**.

20. Pre-treatment Devices Sediment Interceptor

20.1 An **owner** of an **industry** from which sediment including an **industry** where **vehicles** are washed and where the **matter** or **wastewater** is directly or indirectly **discharged** to a **sanitary sewer** or **storm sewer** shall:

- (a) install in compliance with the **Building Code Act** a sediment **interceptor** at its **property**;
- (b) operate, inspect and maintain the sediment **interceptor** regularly and in accordance with manufacturer's recommendations to ensure the sediment levels do not exceed the manufacturer's recommended level and performance is continuously maintained.
- (c) clean out the sediment **interceptor** at least once annually;
- (d) complete, obtain and keep documented proof of inspection, clean-out and maintenance records of the sediment **interceptor** and waste disposal;
- (e) retain records required to be obtained and kept under this By-law for a minimum of five (5) years unless otherwise specified by the **Township**.

20.2 A catch basin installed on private **property** for the purposes of collecting **storm water** and carrying it into a **Township storm sewer** shall be equipped with an **interceptor** or an equivalent **storm water** management facility in compliance with the **Township's** Development Standards, as amended and any successor thereof.

21. Pre-treatment Devices Dental Amalgam Separator

21.1 An **owner** of a dental practice **industry** where **matter** or **wastewater** is directly or indirectly **discharged** to a **sanitary sewer** shall:

- (a) install, operate and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified ISO 11143 – "Dentistry – Amalgam Separators", as amended or any successor thereof, except where the sole dental-related practice at the **property** consists of one or more of the following specialities or type of practice:
 - i) Orthodontics and dentofacial orthopaedics;
 - ii) Oral and maxillofacial surgery;
 - iii) Oral medicine and pathology;
 - iv) Periodontics;
 - v) A dental practice consisting solely of visits by a mobile dental practitioner who prevents any dental amalgam from being released directly or indirectly to **wastewater works**;
- (b) comply with the Dentistry Act, 1991, S.O. 1991, c. 24, as amended and any successor thereof and its regulations regarding the management and disposal of **dental amalgam** waste;
- (c) operate and maintain the **dental amalgam separator** in good working order and in accordance with manufacturer's recommendations;
- (d) complete, obtain and keep documented proof of inspection, clean-out and maintenance records of the **dental amalgam separator** and waste disposal;
- (e) retain records required to be obtained and kept under this By-law for a minimum of five (5) years unless otherwise specified by the **Township**.

22. Pre-treatment Facilities

22.1 When required by the **Director**, an **owner** of an **industry** shall:

- (a) install a **wastewater pre-treatment** facility on the **property** prior to the final point of **discharge** into **wastewater works**;
- (b) prior to the operation of a **pre-treatment** facility, create and maintain an operation and maintenance manual;
- (c) design, operate and maintain the **pre-treatment** facility in accordance with manufacturer's recommendations to ensure treatment objectives are achieved;
- (d) dispose of waste in a safe manner;
- (e) complete, obtain and keep documented proof of maintenance of the **pre-treatment** facility and waste disposal;
- (f) retain records required to be obtained and kept under this By-law for a minimum of five (5) years unless otherwise specified by the **Township**.

23. Food Waste Grinders

23.1 No **person** shall install or operate or cause to be installed or operated a food waste grinder, the effluent from which will **discharge** directly or indirectly into **wastewater works**.

24. Swimming Pool Water

24.1 A **person** may **discharge** water from a **swimming pool** either:

- (a) by way of a permanent or temporary **connection** to a private **sanitary sewer**;
- (b) by way of a controlled **discharge** to the **owner's property** such that the **discharge** is controlled on the **owner's property** until it evaporates or infiltrates into the ground.

25. Monitoring Access Points

25.1 An **owner** of an **industry** or a multi-use residential building, at each **connection** to **Township wastewater works**, shall install and maintain at their expense a suitable **monitoring access point** to allow observation, sampling and flow measurement of **matter, wastewater, uncontaminated water** or **storm water**.

25.2 Where installation of a **monitoring access point** is not possible, a **sampling port** may be substituted with the written consent of the **Director**.

25.3 A **monitoring access point** or **sampling port** shall:

- (a) be located on the **owner's property** as close as possible to the **property** line or final point of **discharge**, unless the **Township** has approved a different location;
- (b) be designed and constructed in accordance with good engineering practice and be approved by the **Director**.

26. Disconnection to Wastewater Works

26.1 Where **matter** or **wastewater** which is:

- (a) hazardous or creates an immediate danger to any **person**;
- (b) endangers or interferes with the operation of **Township wastewater works**;
- (c) causes or is capable of causing an adverse effect

is **discharged** to **Township wastewater works**, an **Officer** may, in addition to any other remedy available, and at the expense of the **owner**, disconnect, plug, seal or take any other action necessary to prevent such **matter** or **wastewater** from entering into **Township wastewater works**.

26.2 Where an **Officer** has taken action in accordance with Section 26.1, an **owner** shall prior to **discharging** to **Township wastewater works** provide to the **Township** to its satisfaction evidence that no further hazardous **matter** or **wastewater** will be **discharged** into **Township wastewater works**.

26.3 Where an **Officer** has taken action in accordance with this By-law no **person** shall use or permit the use of such **connection** until the **Township** is satisfied that no further hazardous **matter** or **wastewater** will be **discharged** into **Township wastewater works**.

27. Maintenance

27.1 An **owner** of a **property** that **discharges** directly or indirectly to **Township wastewater works** is responsible for the cost of repairing, cleaning and maintaining in good condition all drains and **connections** leading from the building or the **property** to **Township wastewater works**.

27.2 Any **person** who **discharges** directly or indirectly to **Township wastewater works** is responsible for ensuring that such **matter** or **wastewater** complies at all times with the provisions of this By-law and shall be liable for any damage or expense arising out of the failure to properly check and control such **discharge**, including the cost of investigation, repair and replacing any part of any **Township wastewater works** damaged.

28. Pollution Prevention Plan

28.1 An **owner** of an **industry** identified in Schedule D to this By-law or an **owner** of an **industry** that **discharges** the pollutants outlined in Schedule E to this By-law directly or indirectly into the **Township's sanitary sewer** shall prepare and submit to the **Director** for approval a Pollution Prevention:

- (a) within thirty (30) days of the commencement of **discharging**; and
- (b) every three (3) years thereafter.

28.2 Notwithstanding Section 28.1, an **owner** of an **industry** identified in Schedule D to this By-law is not required to submit a Pollution Prevention Plan provided the requirements of Schedule A and Schedule B to this By-law are being met.

28.3 An initial pollution prevention plan shall include at a minimum the following:

- (a) a description of the processes at the **property** which use or produce subject pollutants;
- (b) a description of those processes, practices, materials, products or energy at the **property** which are to be the subject of pollution prevention planning;
- (c) a list of the subject pollutants present at the **property** at any stage of the operations on the **property**;
- (d) a description setting out the types, quantities and concentrations of all subject pollutants **discharged**, directly or indirectly, to a **sanitary sewer**.
- (e) a description of current waste reduction, recycling, waste treatment and pollution prevention activities with respect to **discharging matter** or **wastewater** at the **property**;
- (f) a description of pollution prevention options for subject pollutants and discharge and an evaluation of those options;
- (g) a list of possible targets and timeframes, as specified by the **Township**, to reduce or eliminate the **discharge** of subject pollutants to the **Township's sanitary sewer**;
- (h) a declaration from a qualified **person** that the content of the pollution prevention plan is, to the best of their knowledge, true, accurate and complete;
- (i) any other information as may be required and to the satisfaction of the **Director**.

- 28.4 A subsequent pollution prevention plan shall include detail on the status of the progress on the objectives identified in the initial pollution prevention plan.
- 28.5 The **Director** shall issue a notice of decision advising an **owner** whether a pollution prevention plan is approved or not approved.
- 28.6 When a pollution prevention plan is not approved by the **Director**, an **owner** will be provided a maximum of ninety (90) days from the date of the notice of the decision to amend and resubmit a pollution prevention plan for approval.
- 28.7 A pollution prevention plan shall be:
- (a) kept on the **property**;
 - (b) initiated within one (1) year of its approval.
- 28.8 An **owner** that makes a change to a process, product or facility configuration shall submit to the **Director** for approval a revised pollution prevention plan within thirty (30) days of the changes.

29. Code of Practice

- 29.1 An **owner** of an **industry** identified in Schedule C to this By-law that **discharges matter** or **wastewater** into the **Township's sanitary sewer** shall prepare and submit for approval by the **Township** a Code of Practice within thirty (30) days of the commencement of **discharging**.
- 29.2 Notwithstanding Section 29.1, the **owner** of an **industry** identified in Schedule C to this By-law that existed prior to the passing of this By-law shall prepare and submit for approval by the **Township** a Code of Practice as requested by the **Director**.
- 29.3 A Code of Practice shall identify the mandatory procedures, equipment, training or other provisions required as a condition of **wastewater** discharge into the **Township's sanitary sewer**.
- 29.4 An **owner** of an **industry** identified in Schedule C to this By-law shall notify the **Township** within thirty (30) days regarding any change in:
- (a) ownership;
 - (b) business name;
 - (c) location;
 - (d) contact **person**;
 - (e) telephone number or other contact information;
 - (f) nature of the **industry** operations which results in the **industry** being reclassified.
- 29.5 Where an approved Code of Practice establishes a requirement that differs from the requirements established by this By-law the requirements of the Code of Practice shall prevail.

30. Spills

- 30.1 A **person** responsible for a **spill** into **Township wastewater works** or **Township lands** shall:
- (a) immediately notify and provide the requested information to:
 - i) 911 and/or the Spills Action Center at 1-800-268-6060;
 - ii) the **Director**;
 - iii) the **owner** of the **property** where the release occurred;
 - iv) any other **person** whom the **person** reporting knows or ought to know that may be directly affected by the release.

- (b) do everything reasonably possible to:
 - i) contain the **spill**;
 - ii) protect the health and safety of citizens;
 - iii) minimize damage to **Township wastewater works** and **Township lands**;
 - iv) protect the environment;
 - v) ameliorate any adverse effect.
- (d) make a record of the **spill** in accordance with the **EPA**;
- (e) comply with any provincial or federal legislation regarding **spills**.

30.2 A **person** responsible for a **spill** shall:

- (a) clean up the **spill** and the contaminated residue and restore the affected area to its original condition prior to the **spill**;
- (b) provide the **Township** with a written report within five (5) business days that contains the following:
 - i) name of the company and the location of the **spill**;
 - ii) current contact information, including the name and telephone number of the **person** who reported the **spill**;
 - iii) date and time the **spill** occurred or was observed;
 - iv) material spilled;
 - v) characteristics and composition of material spilled including Safety Data Sheets;
 - vi) volume of material spilled;
 - vii) cause of the **spill**;
 - viii) duration of **spill** event;
 - ix) work completed and any work still in progress in the mitigation of the **spill**;
 - x) preventative actions being taken to ensure a similar **spill** does not occur again;
 - xi) copies of applicable **spill** contingency and **spill** response plans.

30.3 The **Township** may require a **person** responsible for a **spill** to prepare and submit a **spill** contingency plan to indicate how risk of future incidents will be addressed.

30.4 Where a **spill** occurs on a **property** that is required to have a Pollution Prevention Plan in accordance with this By-law, the **owner** shall prepare and submit an updated Pollution Prevention Plan with a summary incorporating the information set out in this section to the **Township** within thirty (30) days of the **spill**.

31. Inspection

31.1 An **Officer** may enter on **land** at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:

- (a) this By-law;
- (b) a **permit**, or a term or condition of a **permit**;
- (c) an **extra strength surcharge agreement**, or a term or condition of an **extra strength surcharge agreement**;
- (d) the approved plans, pollution prevention plan, compliance program documents or a code of practice;
- (e) a direction or order issued pursuant to this By-law is complied with.

31.2 For the purposes of an inspection under this By-law, an **Officer** may:

- (a) require the production for inspection of documents or things relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require information from any **person** concerning a matter related to the inspection;

- (d) alone or in conjunction with a **person** possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
- 31.3 When a sample is collected for the purposes of determining the quality of **matter**, **wastewater**, **storm water** or **uncontaminated water** that is **discharged** directly or indirectly into **Township wastewater works**, the sample:
- (a) may be collected manually or by using an automatic sampling device;
 - (b) may contain additives for preservation;
 - (c) shall be obtained at the discretion of the **Township**:
 - i) at the point of **discharge** closest to the **property** boundary; or
 - ii) at the final point of **discharge**;
 - iii) from discrete **wastewater** streams within the **property** as identified by the **Township**.
- 31.4 The **Township** may analyze one **grab sample** or a **composite sample** to determine compliance with this By-law.
- 31.5 All tests, measurements, analyses and examinations of **matter** or **wastewater**, its characteristics or contents required pursuant to this By-law shall be carried out in accordance with **Standard Methods** and be performed by an **accredited laboratory** for analysis of the particular substance using a method which is within the laboratory's scope of accreditation.
- 31.6 All documents and records shall be kept in a good and business-like manner for review by the **Officer** at his request.
- 31.7 A receipt shall be provided for any document or thing removed under this By-law and the document or thing shall be promptly returned after the copies or extracts are made.

32. Orders

- 32.1 If an **Officer** has reasonable grounds to believe that a contravention of this By-law, terms and conditions of a **permit** or an **extra strength surcharge agreement** has occurred, the **Officer** may make an Order requiring the **person** who contravened this By-law, the terms and conditions of a **permit** or an **extra strength surcharge agreement** or who caused or permitted the contravention to:
- (a) discontinue the contravening activity; and/or
 - (b) do work or take action to correct the contravention.
- 32.2 An Order under section 32.1 shall set out:
- (a) reasonable particulars of the contravention adequate to identify the contravention;
 - (b) the location of the **lands** on which the contravention occurred; and
 - (c) either:
 - i) in the case of an Order under section 32.1 (a), the date by which there must be compliance with the Order; or
 - ii) in the case of an Order under section 32.1 (b), the work to be done and the date by which the work must be done.
- 32.3 An Order under section 32.1 (b) may require work to be done even though the facts which constitute the contravention of this By-law were present before this By-law came into effect.
- 32.4 In default of any work required by an Order under section 32.1 (b) being done by the **owner** directed or required to do it, the work may be done by the **Township** at the **owner's** expense. For the purposes of this section, the **Township** and its employees, agents and representatives may enter upon **lands** at any reasonable time.
- 32.5 The **Township** may recover the costs of doing anything or matter pursuant to this By-law or an **extra strength surcharge agreement** by drawing on the securities posted, by action or

by adding the costs to the tax roll and collecting them in the same manner as property taxes.

- 32.6 The costs in section 32.5 shall include interest calculated as defined in the **Township's Fees and Charges By-law**, calculated for the period commencing on the day the **Township** incurs the costs and ending on the day the costs, including interest, are paid in full.
- 32.7 An Order issued under this By-law may be served personally, ordinary mail to the last known address or by email transmission to:
- (a) the **person** the **Officer** believes contravened this By-law; and
 - (b) such other **persons** affected by the Order as the **Officer** making the Order determines.
- 32.8 The Order shall be deemed to have been served on the fourth (4th) day after the date of mailing or on the date of personal service or on the date of email transmission.
- 32.9 An **Officer** who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the **lands** and the placing of the placard shall be deemed to be sufficient service. The placing of the placard of the Order shall be deemed to be served on the date of placing the placard.
- 32.10 A **person** who has been served with an Order and who is not satisfied with the terms and conditions of the Order may appeal to the **Appeal Tribunal** by sending a notice of appeal by registered mail or personal delivery to the Clerk of the **Township** within fourteen (14) days after being served with the Order.
- 32.11 An Order under this By-law that is not appealed within the time referred to in section 32.10 shall be deemed to be final.

33. Appeal

- 33.1 On receipt of a written request for a hearing, the **Clerk** shall:
- (a) schedule a hearing; and
 - (b) give the notice of the hearing to the appellant at least twenty (20) days prior to the hearing date; and
 - (c) post notice of the hearing on the **Township's** website at least twenty (20) days prior to the hearing date.
- 33.2 Service of any notice on the appellant under this by-law shall be made by personal delivery, ordinary mail or email transmission. The notice shall be deemed to have been served on the fourth (4th) day after the day of mailing or on the date of personal service or on the date of the email transmission.

34. Establishment of Appeal Tribunal

- 34.1 The **Appeal Tribunal** shall hear and render decisions regarding an Order or the refusal, revocation or the imposing of terms and conditions on a **permit** or an **extra strength surcharge agreement**.
- 34.2 The **Appeal Tribunal** shall have the same powers as the **Director** pursuant to this By-law for the purpose of:
- (a) confirming, modifying or revoking an Order;
 - (b) authorizing the issuing of a **permit**, the entering into of an **extra strength surcharge agreement**, and the imposing of terms and conditions.
- 34.3 The decision of the **Appeal Tribunal** shall be final and binding.

35. Hearing Process

- 35.1 The provisions of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, shall apply to all hearings conducted under this By-law.

- 35.2 A hearing shall be held in public, unless determined otherwise in accordance with the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S. 22*, as amended, and the **Appeal Tribunal** shall hear the **owner** and every other **person** who desires to be heard, and the **Appeal Tribunal** may give its decision orally or adjourn the hearing and reserve its decision but in any case the decision shall be provided in writing.
- 35.3 The decision of the **Appeal Tribunal**, shall be in writing and shall set out the reasons for the decision, and shall be signed.
- 35.4 Any authority or permission granted by the **Appeal Tribunal** may be for such time and subject to such terms and conditions as the **Appeal Tribunal** considers advisable and as are set out in the decision.
- 35.5 When a **person** who has been given written notice of a hearing does not attend at the appointed time and place, the **Appeal Tribunal** may proceed with the hearing in his absence, and the **person** shall not be entitled to any further notice of the proceedings.
- 35.6 The **Clerk** shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:
- (a) the appellant;
 - (b) each **person** who appeared in **person** or by Counsel or by Agent at the hearing and who filed with the **Clerk** a written request for notice of the decision.

36. Enforcement and Penalty Provisions

- 36.1 The enforcement of this By-law shall be conducted by an **Officer**.
- 36.2 An **Officer** may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the By-law or an Order issued pursuant to this By-law is complied with.
- 36.3 Any **person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law or every director or officer of a corporation, who knowingly concurs in the contravention by the laying of an information under Part III of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended and is found guilty of the offence is liable pursuant to the **Municipal Act** to the following:
- (a) on a first offence, to a fine not more than \$50,000.00; and
 - (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00; and
 - (c) in the case of continuing offence, for each day or part of a day that the offence continues, the maximum fine shall be \$10,000.00 per day for every day in contravention and the total of all daily fines for the offence is not limited to \$100,000.00.
- 36.4 Every **Person** who is issued a Part 1 offence notice or summons upon conviction is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 36.5 No **Person** shall hinder or **obstruct**, or attempt to hinder or **obstruct**, any **Officer** exercising a power or performing a duty under this By-law.
- 36.6 Every **Person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or **obstructed** an **Officer** in the execution of his or her duties.
- 36.7 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.
- 36.8 If a **Person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **Person** convicted.

37. Severability

37.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of **Council** of the **Township** that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

38. Interpretation

38.1 References in this By-law to any statute or statutory provision include references to that statute or statutory provision as it may from time to time be amended, extended or re-enacted.

38.2 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

38.3 Nothing in this By-law relieves any **person** from complying with any notification or reporting provisions or any other requirements of any other government agencies including federal and provincial agencies and any other By-law of the **Township**.

38.4 The Schedules appended to this By-law are incorporated into and form part of this By-law.

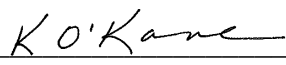
39. Repeal

39.1 By-laws 2849 and 3000-90 are hereby repealed.

Read a first, second and third time and finally passed this 22nd day of August, 2022.



Mayor – Kelly Linton



Clerk – Kerri O'Kane

Schedule A

Restricted Wastes – Sanitary Sewer

Table A - Conventional Contaminants and Physical Parameters

Substance	Concentration Limit– [mg/L, except as noted]
Biochemical Oxygen Demand	300
Chemical Oxygen Demand	600
Oil or grease - animal and vegetable	150
Oil or grease - mineral and synthetic/ hydrocarbon	15
Total Suspended Solids	350
pH (Minimum and Maximum Permitted)	6.0 (min.) to 8.5 (max.)
Temperature	60 Degrees Celsius

Table B - Organic Contaminants

Substance	Concentration Limit– [mg/L, except as noted]
Benzene	0.01
Chloroform	0.04
Dichlorobenzene (1,2-)	0.05
Dichlorobenzene (1,4)	0.08
Ethylbenzene	0.06
Hexachlorobenzene	0.0001
Methylene chloride (dichloromethane)	0.09
PCBs (chlorobiphenyls)	0.004
Phenols, Total (or Phenolic compounds)	0.1
Tetrachloroethane (1,1,2,2 -)	0.06
Tetrachloroethylene	0.06
Toluene	0.02
Trichloroethylene	0.05
Xylenes, total	0.3

Schedule A

Restricted Wastes – Sanitary Sewer

Table C - Inorganic Contaminants

Substance	Concentration Limit– [mg/L, except as noted]
Aluminum, total	50
Arsenic, total	1.0
Antimony, total	5.0
Bismuth, total	5.0
Cadmium, total	0.7
Chloride	1500
Chromium, total	3.0
Cobalt, total	5.0
Copper, total	2.0
Cyanide, total	1.2
Fluorides	10
Iron, total	50
Lead, total	0.7
Manganese, total	5.0
Mercury	0.10
Molybdenum, total	5.0
Nickel, total	2.0
Nitrogen, Total Kjeldahl	50
Phosphorus, total	10
Selenium, total	2.0
Silver, total	1.0
Sulphates (as SO ₄)	1500
Sulphide (as H ₂ S)	1.0
Tin, total	5.0
Titanium, total	5.0
Vanadium, total	5.0
Zinc, total	2.0

Schedule B

Restricted Wastes – Storm Sewer

Table A - Limits for Storm Sewer Discharge

Parameter	Maximum Concentration Limit (mg/L, except as noted)
Temperature	30 Degrees Celsius
pH	Min – Max 6.5 – 8.5
Suspended Solids (Total)	15
Biomedical Oxygen Demand (BOD)	15
Chromium	0.08
Zinc	0.03
Lead	0.03
Nickel	0.03
Copper	0.005
Cadmium	0.001

Schedule C

Designated Industries

1. The following **industries** are required to submit a Code of Practice:

Industry
Food Service Operations
Dry Cleaning Operations
Photographic Imaging Operations
Dental Operations (including Dental Schools)
Automotive Repair Operations
Vehicle Wash Operations
Carpet Cleaning Operations
Fermentation Operations
Printing Operations
Recreation Facility Operations
Laboratory Operations
Any other Industry as determined by the Director

Schedule D

Industries Subject to Pollution Prevention Plans

North American Industry Classification System (NAICS) Code	Industrial Category
311	Food Manufacturing
321	Wood Product Manufacturing
325	Chemical Manufacturing
332	Fabricated Metal Product Manufacturing
	Industrial, Commercial and Institutional Sectors discharging Schedule E pollutants

Schedule E

Pollutants Requiring Pollution Prevention Plans

Substance
Arsenic
Cadmium
Cobalt
Chromium
Copper
Mercury
Molybdenum
Nickel
Lead
Selenium
Zinc
Additional substances, for example organic parameters, as determined by Director for its customer base and pollution prevention goals

Schedule F

Wastewater Discharge Permit

1. A **wastewater discharge permit** is subject to one or more of the following terms and conditions as determined by the **Director**:
 - (a) compliance with the **EPA**;
 - (b) any other terms and conditions of the **permit** set by **Township**;
 - (c) **wastewater works** shall be inspected regularly and maintained in good working condition;
 - (d) monitoring requirements and procedures shall be adhered to;
 - (e) completion of discharge measurement, sampling, analysis and reporting to the satisfaction of the **Director**;
 - (f) audit sampling being undertaken by the **Township**;
 - (g) completion of **pH** monitoring;
 - (h) location of sampling points as identified by the **Director**;
 - (i) discharge rate and criteria established by the **Director**;
 - (j) payment of fees for costs related to the operation, maintenance and/or repair of **Township wastewater works**, treatment or monitoring of discharge;
 - (k) notifying the **Township** immediately of any emergency or condition that prevents the continuing operation of any **Township wastewater works** or procedures that may result in a violation of the **permit** or **Township** By-law;
 - (l) immediately undertaking any remedial action required by an **Officer**;
 - (m) installation of a flow meter on the discharge line into **Township wastewater works** to the satisfaction of the **Director**;
 - (n) any other terms and conditions imposed by the **Director**.

Hauled Wastewater Permit

1. A **hauled wastewater permit** is subject to the following terms and conditions:
 - (a) **discharging** of the **hauled wastewater** in the location approved by the **Director**;
 - (b) the **hauled wastewater** shall not be **discharged** without a manifest, in a form approved by the **Township**, completed and signed by the carrier and deposited in an approved location at the time of **discharge**;
 - (c) the **hauled wastewater** shall not be **discharged** without the use of a discharge hose placed securely in the discharge portal at the approved location;
 - (d) **hauled wastewater** from a recreational **vehicle** shall not be **discharged** unless supervised by the **Director**;
 - (e) providing a sample of the **hauled wastewater** to the **Director** upon request.

Compliance Program Permit

1. A compliance program **permit** is subject to the following terms and conditions:
 - (a) submission of a compliance program progress report to the **Township** within fourteen (14) days after the scheduled completion date of each activity listed in the Compliance Program document;
 - (b) the final activity completion date shall not be later than the final compliance date in the Compliance Program document;
 - (c) the installation of a flow meter, sampler or other measuring device on the discharge line into the **Township wastewater works** upon request and to the satisfaction of the **Director**;
 - (d) may only make non-complying discharges in the amount and only to the extent set out in the **permit** during the planning, design, construction or installation of facilities or works needed to implement the approved compliance program;
 - (e) the **Director** may upon providing written notice to **permit holder** require the **permit holder** at its cost to have a professional evaluation of the proposed compliance program completed and submitted to the **Director**.

**Schedule F
Continued**

Sewer Connection Permit

1. A **Sewer Connection Permit** is subject to the following terms and conditions:
 - (a) construction being completed in accordance with the requirements of the **Building Code Act**;
 - (b) construction being completed in accordance with the **Township's** Development Manual Standards;
 - (c) approval of the contractor by the **Director** where the works are being completed in a public right-of-way;
 - (d) works are subject to an inspection by the **Township** or its authorized representative.

Schedule G

1. Compliance Program Fees:

Duration	Percentage of current wastewater surcharge rates
One (1) to Six (6) months	0%
Over Six (6) to Twelve (12) months	25%
Over Twelve (12) months to Eighteen (18) months	50%
Over Eighteen (18) months to Twenty-Four (24) months	75%
Over Twenty-Four (24) months	100%

Note: As stipulated in the applicable **Extra Strength Surcharge Agreement**

Schedule H

**Maximum Wastewater Strength Limits
Extra Strength Surcharge Agreement**

Substance	Maximum Concentration Limits under an Extra Strength Surcharge Agreement mg/l
Biochemical Oxygen Demand (BOD)	1200
Chemical Oxygen Demand (COD)	1200
Total Suspended Solids (TSS)	1200
Oil or grease – animal and vegetable	450
Total Phosphorus (TP)	20
Total Kjeldahl Nitrogen (TKN)	100

Schedule I

Extra Strength Surcharge Formula and Calculation

1. The Extra Strength Surcharge Formula is as follows:

The excess concentration of each parameter is multiplied by the daily volume of the discharge and the current surcharge rate. The surcharge rate is applied to each parameter and represents the cost of **matter** or **wastewater** treatment per kilogram of contaminant loading.

The surcharge fee for each parameter is calculated using the limits contained in Schedule A – Table A to the **Township's** Sewer Use By-law.

Parameter Surcharge Fee = (actual concentration mg/l – parameter limit mg/l) x (flow m³/d) / 1000 x rate (\$/kg)

The total surcharge is the sum of the surcharge fee for each parameter

Schedule J

Extra Strength Surcharge Agreement Template

This Agreement made this (Insert Date) day of (Insert Month), (Insert Year), pursuant to the **Township's Sewer Use By-law**;

Between:

**The Corporation of the
Township of Centre Wellington**

(hereinafter called the "**Township**")

Party of the First Part

- and –

(NAME TO BE INSERTED)
(hereinafter called the "**Owner(s)**")

Party of the Second Part

Whereas the property located at (insert address) is connected to the Township's Wastewater Works;

And Whereas Sections 78 to 93 of the Municipal Act, 2001, S.O. 2001, c.25, provides a municipality with specific powers with respect to the provision of public utility services;

And Whereas the Township's Sewer Use By-law authorizes the Township to enter into an Extra Strength Surcharge Agreement with the Owner(s) for the purpose of the discharge of wastewater containing certain substances in quantities in excess of the limits set by the Township's By-law under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of treatment of the wastewater;

Now Therefore this Agreement Witnesseth that in consideration of the mutual covenants hereinafter contained the Parties hereby covenant and agree as follows:

- 1.1 The **Owner(s)' property** which is the subject of this **Extra Strength Surcharge Agreement** hereinafter referred to as the "Agreement" is described in Schedule "A" to this Agreement and is herein referred to as the "property".
- 1.2 The **Owner(s)** agree that the quantity of **matter** or **wastewater discharged** to the **sanitary sewer** system will not exceed _____ cubic meters per day and the rate of which **matter** or **wastewater** is **discharged** will not exceed _____ cubic meters per hour.
- 1.3 The **Owner(s)** agree that the quality of the **matter** or **wastewater discharged** to the **sanitary sewer** system shall not exceed the following limits at any time:

Substance	Maximum Concentration Limits under an Extra Strength Surcharge Agreement mg/l
Biochemical Oxygen Demand (BOD)	
Chemical Oxygen Demand (COD)	
Total Suspended Solids (TSS)	
Oil or grease – animal and vegetable	
Total Phosphorus (TP)	
Total Kjeldahl Nitrogen (TKN)	

- 1.4 The **Owner(s)** shall:
 - (a) install and maintain suitable measuring devices approved by the **Township** to measure the quantity of **matter** or **wastewater**;
 - (b) position the measuring devices in the **sanitary sewer monitoring access point** located farthest downstream on the **sanitary sewer** lateral, and located at a point just prior to entry into the **Township's sanitary sewer** or at a sampling point mutually agreed to by the **Township** and the **Owner(s)**;
 - (c) ensure all **matter** or **wastewater** flows through the installed measuring devices;

(d) submit volume records every three (3) months or as otherwise agreed upon in writing.

Or

1.4 The **Owner(s)** shall submit water consumption records to the **Director** to estimate the quantity of **matter** or **wastewater** flowing to the **Township's sanitary sewer** every three (3) months (or insert adjusted frequency as determined by the **Director**);

OR

1.4 The **Owner(s)** shall (insert information and requirements regarding other approved method).

1.5 The **Owner(s)** agree to conduct the sampling program as required by the **Director**, current at the date of testing for the purposes of assessing the quality of the **matter** or **wastewater** being **discharged**.

1.6 The **Owner(s)** acknowledge and agree that the **Township** may at any time alter or modify the sampling program requirements.

1.7 The **Owner(s)** agree to pay the **Township** quarterly a fee based on an excess limits set out in this Agreement:

BOD of _____ milligrams/litre, an excess of **COD** of _____ milligrams/litre, an excess of **total suspended solids** of _____ milligrams/litre, an excess of **Oil** or **Grease** of _____ milligrams/litre, an excess of total phosphorous of _____ milligrams/litre, and an excess of Kjeldahl Nitrogen of _____ milligrams/litre. The Quantity of the **matter** or **wastewater discharged** shall be determined as set out in section 1.4 of this Agreement. The extra-strength discharge fee for each quarter shall be based on the additional costs of treatment of the **matter** or **wastewater** as set out in the **Township's Fees and Charges By-law**.

1.8 The **Owner(s)** shall pay to the **Township** a quarterly fee for the amount of extra strength.

1.9 The Extra Strength Surcharge Formula is as follows:

The excess concentration of each parameter is multiplied by the daily volume of the discharge and the current surcharge rate. The total surcharge is the sum of the surcharge fee associated with each parameter. The surcharge rate is applied to each parameter and represents the cost of **matter** or **wastewater** treatment per kilogram of contaminant loading.

The surcharge fee for each parameter is calculated using the limits contained in Schedule A – Table A to the **Township's Sewer Use By-law**.

Parameter Surcharge Fee = (actual concentration mg/l – parameter limit mg/l) x (flow m³/d) / 1000 x rate (\$/kg)

The total surcharge is the sum of the surcharge fee for each parameter as set out in Schedule I of the **Township's Sewer Use By-law**.

1.10 The **Owner(s)** agree to provide the **Township** access to the measuring devices and that the measuring devices will be read by the **Township** for the purpose of calculating the extra strength surcharge fee payable.

1.11 The **Owner(s)** agree to pay to the **Township**, interest on overdue amounts in accordance with the **Township's Fees and Charges By-law** and that interest will be charged after each thirty (30) day interval for the outstanding remaining amount.

1.12 If an **Owner(s)** fails to pay for more than two months the overdue amount, the **Township** may decide to terminate this Agreement, however such termination does not relieve the **Owner(s)** from its liability to make such payments in accordance with the agreement.

1.13 Subject to the right of termination provided for herein, this Agreement shall remain in force from _____ until December 31st, _____, and may be renewed on January 1st, _____, and annually thereafter, on the same terms and conditions provided the parties so agree in writing.

- 1.14 This Agreement may be terminated by the **Township** at any time with no notice if the **matter** or **wastewater** being **discharged** is:
- (a) causing a health or safety hazard to any person including a wastewater operator;
 - (b) causing damage to **Township wastewater works**, materially increasing maintenance costs or causing a dangerous condition;
 - (c) causing damage to the **wastewater** treatment process or causing dangerous condition in the treatment works;
 - (d) causing the **wastewater sludge** from the **Township's wastewater works** to fail to meet criteria relating to contaminants for spreading the **wastewater sludge** on agricultural **property** under the current Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Property;
 - (e) causing **wastewater works** effluent to contravene any requirement by or under the **OWRA** or the **EPA**;
 - (f) causing a hazard to any **person**, animal, **lands**, water or vegetation;
 - (g) contrary to the By-law in any way other than as provided in this Agreement.
- 1.15 If an **Owner(s)** fails to comply with any of the requirements of the sampling protocol, the **Township** may terminate this Agreement with 10 days written notice.
- 1.16 This Agreement may be terminated by the **Township** or the **Owner(s)** at any time with thirty (30) days written notice.

2 Bolded Terms

2.1 Where a word is in bolded text the defined term is as provided for in the Township's Sewer Use By-law.

3 Enurement

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

In Witness Whereof the Parties hereto have hereunto set their hands and seals or where applicable have caused to be affixed their corporate seals under the hands of their duly authorized officers in that behalf.

The Corporation of the Township of Centre Wellington

Director
 I have authority to bind the Corporation

Signed, Sealed and Delivered
 in the presence of:

 (Insert Name of Owner)

 Witness to Owner's Signature

 (Insert Name of Owner)

 Witness to Owner's Signature
 or
 If a Corporate Entity:

(NAME OF CORPORATE ENTITY TO BE INSERTED)

 President
 I have authority to bind the Corporation