

City of Kawartha Lakes
Sewer Use By-Law 2007-007

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THE CORPORATION OF THE CITY OF KAWARTHA LAKES

BY-LAW 2007-007

A BY-LAW TO CONTROL DISCHARGES TO THE MUNICIPAL SEWAGE SYSTEM

Recitals

- The *Municipal Act, 2001, Chapter 25*, as amended, repealed or replaced from time to time, gives a single tier municipality jurisdiction to provide sewage services and to pass by-laws prohibiting or regulating the discharge of any *matter* into a *municipal sewage system* and otherwise governing *sewage services* provided by the municipality.
- The *City* provides storm and sanitary sewage services that must be operated in compliance with federal and provincial regulations concerning, among other things, effluent quality, biosolids and air emissions.
- The *municipal sewage system(s)* discharge their effluent into environmentally sensitive receiving waters.
- Council therefore considers it advisable to regulate discharges of matter into the *municipal sewage systems* and otherwise to govern the sewage services provided by the *City*.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2007-007.

Definitions and Interpretation

1. In this By-law,
 - a. "*acute hazardous waste chemicals*" means acute hazardous waste chemicals within the meaning of Ontario Regulation 347, made under the *EPA*, as amended, repealed or replaced from time to time;
 - b. "*biochemical oxygen demand*" means carbonaceous oxygen demand (biochemical) as determined by *Standard Methods* when an inhibiting chemical has been added to prevent the oxidation of reduced forms of nitrogen;
 - c. "*biosolids*" means organic solid *matter* recovered from the wastewater treatment process;
 - d. "*blowdown water*" means re-circulated water that is discharged from a cooling or heating water system to control the level of water or any other *matter* in the system;
 - e. "*building inspector*" means a building inspector under the *Building Code Act, 1992*, as amended, repealed or replaced from time to time;
 - f. "*City*", means The Corporation of the City of Kawartha Lakes or its authorized representative;
 - g. "*combined sewer*" means a *sewer* intended to function simultaneously as a *storm sewer* and a *sanitary sewer*;

- h. "*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;
- i. "*Complete Version of Discharger Information Report*" means the Report included as Schedule B to this By-law;
- j. "*Compliance Program*" means a Program that conforms with paragraphs 24 through 29 of this By-law;
- k. "*composite sample*" means a sample which is composed of three or more *grab samples* taken at intervals during the sampling period;
- l. "*connection*" means that part or those parts of any pipe or system of pipes leading directly to a *sewage works*;
- m. "*cooling water*" means water that is used to remove heat that has not, by design, come into contact with process materials, but does not include *blowdown water*;
- n. "*Design Criteria*" means City of Kawartha Lakes Design Criteria document, as amended, repealed or replaced from time to time;
- o. "*Director of Public Works*" means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;
- p. "*discharger*" means any *person* who causes or permits *matter* to enter the *municipal sewage system*, directly or indirectly;
- q. "*double municipal sewer connection*" means a *municipal sewer connection* servicing two or more *premises*;
- r. "EPA" or "*Environmental Protection Act*" means the *Environmental Protection Act*, R.S.O. 1990, c. E19, as amended, repealed or replaced from time to time;
- s. "*Extra-Strength Surcharge Agreement*" means the Agreement described in paragraph 20 of this By-law and found in Schedule D of this By-law;
- t. "*fuel*" means alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a *fuel*;
- u. "*garbage grinder*" means a commercial device not approved by the city and does not include those devices intended for residential use.
- v. "*grab sample*" means an aliquot of the flow being sampled taken at one particular time and place;
- w. "*groundwater*" means water beneath the earth's surface;
- x. "*hauled sewage*" means waste removed from a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, a sewage holding tank any hauled sewage defined under Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time, or any other sewage system of a type regulated under Part 8 of the building code made under the Building Code Act, 1992, that is transported by vehicle for disposal to a *municipal sewage system*;

- y. "hailed waste" means waste (ie. Industrial waste) transported by vehicle for disposal to a *municipal sewage system*, excluding *hailed sewage*;
- z. "hazardous industrial waste" means hazardous industrial waste within the meaning of Ontario Regulation 347, made under the *EPA*, as amended, repealed or replaced from time to time;
- aa. "hazardous waste chemicals" means hazardous waste chemicals within the meaning of Ontario Regulation 347, made under the *EPA*, as amended, repealed or replaced from time to time;
- bb. "ICI" means or pertains to industry, manufacturing, commerce, trade, business, or institutions as distinguished from domestic or residential;
- cc. "ignitable waste" means ignitable waste within the meaning of Ontario Regulation 347, made under the *EPA*, as amended, repealed or replaced from time to time;
- dd. "land drainage works" means works governed by the *Drainage Act*, R.S.O. 1990, c. D.17, as amended, repealed or replaced from time to time;
- ee. "maintenance access point" means an access point to a *municipal sewage system*, large enough for a human adult to enter to observe, sample and measure the *matter* therein;
- ff. "matter" includes any solid, liquid or gas;
- gg. 'municipal law enforcement officer' means a person appointed by Council under Section 15 of the *Police Services Act* to enforce the by-laws of the City;
- hh. "municipal sewage system" means all or any part of the facilities owned by the *City* and used or intended to provide *sewage* services, and includes facilities for the collection, treatment and disposal of *sewage* or *storm water* or *potable water* being discarded or a combination, but does not include plumbing or other works to which the *Building Code Act*, 1992, as amended, repealed or replaced from time to time applies;
- ii. "municipal sewer connection" means that part of a *sewer connection* located within public lands or public land interests held for sewerage purposes;
- jj. "pathological waste" means pathological waste within the meaning of Ontario Regulation 347, made under the *EPA*, as amended, repealed or replaced from time to time;
- kk. "Ontario Water Resources Act" means the *Ontario Water Resources Act*, R.S.O. 1990, c. O. 40, as amended, repealed or replaced from time to time;
- ll. "PCB" means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them;
- mm. "person" means an individual, association, partnership, corporation, or municipality in occupation or having the charge, management, or control of a plant, *sewage*, *storm water* or *potable water* to which this By-law applies and includes an agent or employee or such a *person*;

- nn. "*pesticide*" means a pesticide regulated under the *Pesticides Act*, R.S.O. 1990, c.P.11, as amended, repealed or replaced from time to time;
- oo. "*potable water*" means drinking water suitable for human consumption;
- pp. "*premises*" means a building with its grounds and appurtenances;
- qq. "*private sewer connection*" means any part of a *sewer connection* other than a *municipal sewer connection*;
- rr. "*reactive waste*" means reactive waste within the meaning of Ontario Regulation 347, made under the *EPA*, as amended, repealed or replaced from time to time;
- ss. "*Sanitary Discharge Agreement*" means the Agreement described in paragraph 19 of this By-law and by which a *discharger* shall complete either a *Short Version of Discharge Information Report* or *Complete Version of Discharge Information Report*.
- tt. "*sanitary sewer*" means a *municipal sewage system* for the collection and transmission of *sewage* from the *premises* where the *sewage* was generated;
- uu. "*severely toxic waste*" means severely toxic waste within the meaning of Ontario Regulation 347, made under the *EPA*, as amended, repealed or replaced from time to time;
- vv. "*sewage*" means any liquid waste containing animal, vegetable or mineral matter in solution or in suspension, thing discharged into a *sewer* for disposal;
- ww. "*sewer*" means a pipe, drain, channel, ditch or other conduit designed or used to collect or transmit *sewage*, *storm water*, *potable water* and/or any combination thereof that is predominantly liquid;
- xx. "*sewer connection*" means a *sewer* draining from one or more *premises* into a *municipal sewage system*;
- yy. "*Short Version of Discharger Information Report*" means the Report included as Schedule A to this By-law
- zz. "*spill*" means a direct or indirect discharge into a *municipal sewage system* or the natural environment which is abnormal in quantity or quality in light of all the circumstances;
- aaa. "*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, latest edition;
- bbb. "*storm sewer*" means a *municipal sewer* designated by the *City* to collect and transmit only *potable water* and/or *storm water*;
- ccc. "*storm water*" means water from rainfall or other natural precipitation or from the melting of snow or ice;
- ddd. "*waste disposal site leachate*" means the liquid containing dissolved or suspended contaminants which emanates from waste and is produced by water percolating

through the waste or by liquid in the waste in a waste disposal site;

eee. "waste radioactive prescribed substances" means uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds and such other substances as the Atomic Energy Control Board may by regulation designate as being capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy;

fff. "Water Discharge Agreement" means the Agreement described in paragraph 18 of this By-law and found in Schedules A and B of this By-law;

Interpretation:

1. This By-law applies to all discharges into *municipal sewage systems* throughout the *City*, [except as otherwise provided].
2. The words "include" and "including" are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
3. Statutes: References to laws and regulations in this By-law refer to Ontario statutes and regulations, as amended from time to time.
4. Severability: If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered to be severed from the balance of the By-law, which will continue to operate in full force and effect.

Forbidden Discharges to *Municipal Sewage System*

5. No *person* shall cause or permit the discharge of *matter* into a *municipal sewage system* that causes or results in:
 - a. a health and/or safety hazard to any authorized *person* who inspects, operates, maintains, repairs or otherwise works on the *municipal sewage system*;
 - b. a hazard to any *person*, animal, property or vegetation;
 - c. commission of an offence by the *City*;
 - d. *biosolids* from the *municipal sewage system* that when discharged fail to meet objectives and guidelines set out by the Ministry of the Environment, becoming unsuitable for application to agricultural land;
 - e. an offence under the *Ontario Water Resources Act* or the *Environmental Protection Act*, as amended, repealed or replaced from time to time;
 - f. interference with the operation or maintenance of the *municipal sewage system*, including impairment of or interference with any treatment process;
 - g. an offensive odour;
 - h. discolouration of effluent from the *municipal sewage system*;
 - i. damage to the *municipal sewage system*; or
 - j. an obstruction or restriction to the flow in the *municipal sewage system*;

6. No *person* shall cause or permit the discharge of *matter* into a *municipal sewage system* where the *matter* contains:
 - a. *acute hazardous waste chemicals*;
 - b. *combustible liquids*;
 - c. *dyes or colouring materials which may or could pass through a municipal sewage system and discolour the system's effluent*;
 - d. *fuel*;
 - e. *hazardous industrial waste*;
 - f. *hazardous waste chemicals*;
 - g. *ignitable waste*;
 - h. *pathological waste*;
 - i. *PCBs*;
 - j. *pesticides*;
 - k. *reactive waste*; or
 - l. *severely toxic waste*;
7. No *person* shall cause or permit the discharge of *matter* into a *municipal sewage system*, if the discharge complies with this By-law only because it has been diluted.
8. No *person* shall cause or permit the discharge of *matter* into a *municipal sanitary sewer or combined sewer*, if the *matter* has:
 - a. a pH less than 6.0 or greater than 10.5;
 - b. two or more separate liquid layers;
 - c. a temperature greater than sixty (60) degrees Celsius; or
 - d. a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Table 1 of this By-law entitled "Limits for Sanitary and Combined Sewers Discharge".
9. No *person* shall cause or permit the discharge into a *municipal sewage system* of *hailed sewage, hailed waste, waste radioactive prescribed substances or waste disposal site leachate*, except in accordance with section 11 of this by-law.

Table 1 - Limits for Sanitary and Combined Sewers Discharge

Parameter	Limit (mg/L)
Biochemical oxygen demand	300
Suspended Solids, Total	350
Cyanide, Total	2.0
Fluoride	10
Phenolics, 4AAP	1.0
Phosphorus, Total	10
Keldahl Nitrogen, Total	150
Oil & Grease - Animal & Vegetable	150
Oil & Grease - Mineral & Synthetic	15
Aluminum, Total	50
Antimony, Total	5
Arsenic, Total	1.0
Cadmium, Total	0.7
Chromium (hexavalent)	2
Chromium, Total	4
Cobalt, Total	5
Copper, Total	2
Lead, Total	1
Manganese, Total	5
Mercury, Total	0.01
Molybdenum, Total	5
Nickel, Total	2
Selenium, Total	1
Silver, Total	5
Tin, Total	5
Titanium, Total	5
Zinc, Total	2
Chloroform	0.04
1,2 Dichlorobenzene	0.05
1,4 Dichlorobenzene	0.08
Cis-1,2-dichloroethylene	4
Trans-1,3-dichloropropylene	0.14

Methylene chloride	2
1,1,2,2-Tetrachloroethane	1.4
Tetrachloroethylene	1
Trichloroethylene	0.4
Benzene	0.01
Ethylbenzene	0.16
Toluene	0.016
Xylene, Total	1.4
Di-n-butyl phthalate	0.08
Bis (1-ethylhexyl) phthalate	0.012
Nonylphenols	0.02
Nonylphenol ethoxylates	0.2
Aldrin/dieldrin	0.0002
Chlordane	0.1
DDT	0.0001
Hexachlorobenzene	0.0001
Mirex	0.1
PCBs	0.001
3,3'-dichlorobenzidine	0.002
Hexachlorocyclohexane	0.1
Pentachlorophenol	0.005
Total PAHs	0.005

10. No *person* shall cause or permit the discharge of *matter* into a municipal *storm sewer*, if the *matter*:

- a. interferes with the proper operation of a *storm sewer*;
- b. obstructs or restricts a *storm sewer* or the flow therein;
- c. damages the *storm sewer*;
- d. results in any hazard to any *person*, animal, property or vegetation;
- e. impairs or is likely to impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir or other water or *watercourse*;
- f. contains a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Table 2 of this By-law entitled "Limits for Storm Sewers Discharge";
- g. has one or more of the following characteristics:
 - i. visible film, sheen or discoloration;
 - ii. two or more separate layers;

- iii. floating debris;
- iv. a pH less than 6.0 or greater than 9.5;
- v. a temperature greater than 40 degrees Celsius, and/or
- h. contains one or more of the following:
 - i. *blowdown water*;
 - ii. *combustible liquids*;
 - iii. *human waste*;
 - iv. *sewage*;
 - v. *hauled sewage*;
 - vi. *hauled waste*;
 - vii. *waste radioactive prescribed substances*;
 - viii. *waste disposal site leachate*;
 - ix. contaminants from the operation or maintenance of an industrial *premises*, including raw materials, intermediate or final products or wastewater;
 - x. *E. coli* colonies in excess of 200 per 100 mL.

Table 2 - Limits for Storm Sewers Discharge

Parameter	Limit (mg/L)
<i>Biochemical oxygen demand</i>	15
Suspended Solids, Total	15
Cyanide, Total	0.02
Phenolics (4AAP)	0.008
Phosphorus, Total	0.4
Arsenic, Total	0.02
Cadmium Total	0.008
Chromium Total	0.08
Chromium (hexavalent)	0.04
Copper, Total	0.04
Lead, Total	0.12
Manganese, Total	0.05
Mercury, Total	0.0004
Nickel, Total	0.08
Selenium, Total	0.02
Silver, Total	0.12
Zinc, Total	0.04
1,2-dichlorobenzene	0.0056
1,4 Dichlorobenzene	0.0068

Cis-1,2-dichloroethylene	0.0056
Trans-1,3-dichloropropylene	0.0056
Methylene chloride	0.0052
1,1,2,2-Tetrachloroethane	0.017
Tetrachloroethylene	0.0044
Trichloroethylene	0.0076
Chloroform	0.002
Benzene	0.002
Ethylbenzene	0.002
Toluene	0.002
Xylene, Total	0.0044
Di-n-butyl phthalate	0.015
Bis (2-ethylhexyl) phthalate	0.0088
Nonylphenols	0.001
Nonylphenol ethoxylates	0.01
Aldrin/dieldrin	0.00008
Chlordane	0.04
DDT	0.00004
Hexachlorobenzene	0.00004
Mirex	0.04
PCBs	0.0004
3,3'-dichlorobenzidine	0.0008
Hexachlorocyclohexane	0.04
Pentachlorophenol	0.002
Total PAHs	0.002

Discharges to Municipal Sewage System by Agreement

11. A *person* may cause or permit the discharge of the following types of *matter* into a *municipal sanitary sewer* or *combined sewer*, under the conditions prescribed in this section:

- i. *hauled sewage* may be discharged into a location approved by the *City* where:
- ii. the carrier of the *hauled sewage* is a waste management system, operating under a certificate of approval issued under the *Environmental Protection Act* or is, under that Act, exempt from the requirement to have such a certificate;
- iii. a copy of the currently applicable certificate of approval, as amended has been provided to the *City*;

- iv. the *discharger* has a written *Sanitary Discharge Agreement* with the *City* permitting the *discharger* to discharge *hauled sewage* into the *municipal sewage system*; and
 - v. the *discharger* is in full compliance with that Agreement, including payment of all applicable fees;
 - vi. *hauled waste* may be discharged into a location approved by the *City* where:
 - vii. the carrier of the *hauled waste* is a waste management system, operating under a certificate of approval issued under the *Environmental Protection Act* or is, under that Act, exempt from the requirement to have such a certificate;
 - viii. a copy of the currently applicable certificate of approval, as amended has been provided to the *City*;
 - ix. the *discharger* has a written *Sanitary Discharge Agreement* with the *City* permitting the carrier to discharge that particular type of *hauled waste* into the *municipal sewage system*; and
 - x. the *discharger* is in full compliance with that Agreement, including payment of all applicable fees;
 - xi. *waste disposal site leachate* may be discharged into a location approved by the *City* where:
 - xii. in the case where a certificate of approval or order has been issued which includes a provision for the disposal of *waste disposal site leachate* to the *sewage works*, a copy of the certificate of approval or order is provided to the *City*, or where the *person* is claiming an exemption, the *person* has demonstrated to the *City* that the conditions of the exemption are being met;
 - xiii. the *discharger* has a written *Sanitary Discharge Agreement* with the *City* permitting the *discharger* to discharge that leachate into the *municipal sewage system*; and
 - xiv. the *discharger* is in full compliance with that Agreement, including payment of all applicable fees.
12. Notwithstanding section 7, a *discharger* may discharge *matter* that exceeds the limits for the following treatable parameters in *sewage* found in Table 1: suspended solids, biochemical oxygen demand, phenolics (4AAP), total oil and grease, total phosphorous and total kjeldahl nitrogen where the discharge is made under and in full compliance with an *Extra-Strength Surcharge Agreement* or a *Compliance Program* under such conditions with respect to payment of additional sewage service rates or otherwise as may be deemed necessary by the *City* to compensate for any additional costs of operation, repair, and maintenance of the *municipal sewage system*.
13. No *person* shall cause or permit the discharge of *storm water*, *groundwater*, or *potable water* to a *sanitary sewer* or *combined sewer* except under and in full compliance with a *Water Discharge Agreement*.
14. No *person* shall cause or permit the discharge of water to a *sanitary sewer* or *combined sewer* where the water was purposely collected from a source separate from the *potable water* supplied by the *City*, except under and in full compliance with a *Water Discharge Agreement*.

Reporting of Site Information by Industrial (ICI) Dischargers

15. An *ICI discharger* shall complete and submit a *Complete Version of Discharger Information Report* to the *City* within 30 days of written notification by the *City* that such report is required. The *Complete Version of Discharger Information Report* shall be in the form as attached to this by-law as Schedule B, as determined by the *City*
16. Where an *ICI discharger* is required by the *City* to complete a *Complete Version of Discharger Information Report*, the *discharger* shall provide written notice of any change in the information requested in the report within 30 days of the effective date of such change. Such notice shall include pertinent details of any change to the operation, process, or wastewater treatment facilities, and shall include any analyses of the discharge.

Surcharge and Discharge Agreements

17. A *Water Discharge Agreement* shall require the *discharger* to:
 - a. ensure that the quality of the water complies with the requirements set out in this By-law;
 - b. adequately meter the volume of water discharged to the *municipal sewage system*;
 - c. pay a *sewage* service rate determined by the *City* from time to time to fairly compensate the *City* for the cost of providing *sewage* services for the discharge; and
 - d. provide the *City* with a copy of a valid Permit to Take Water, where such a permit is required by the *Ontario Water Resources Act*.
 - e. Complete either a *Complete Version of Discharger Information Report* or a *Short Version of Discharger Information Report* as determine necessary by the *City*.
18. A *Sanitary Discharge Agreement* shall require the *discharger* to:
 - f. ensure that the quality of the matter complies with the requirements set out in this By-law;
 - g. adequately monitor and report to the *City* the quality of the *matter* discharged to the *municipal sewage system*;
 - h. adequately meter the volume of *matter* discharged to the *municipal sewage system*;
 - i. discharge the *matter* in the location and at the times specified by the *City*; and
 - j. pay a *sewage* service rate determined by the *City* from time to time to fairly compensate the *City* for the cost of providing *sewage* services for the discharge.
 - k. Complete either a *Complete Version of Discharger Information Report* or a *Short Version of Discharger Information Report* as determine necessary by the *City*.
19. An *Extra-Strength Surcharge Agreement* (schedule C) shall require the *discharger* to:
 - a. adequately monitor and report to the *City* the quality of the *matter* discharged to the *municipal sewage system*;

- b. ensure that the *matter* contains no more than the maximum levels stated in the Agreement for the following parameters:
 - i. *biochemical oxygen demand*;
 - ii. *phenolics (4AAP)*;
 - iii. *oil and grease (Solvent extractible);Animals/Vegetable*;
 - iv. *phosphorus, total*;
 - v. *Kjeldahl nitrogen, total*; and
 - vi. *suspended solids, total*;
 - c. ensure that the *matter* discharged to the *municipal sewage system* complies with all other requirements set out in this By-law;
 - d. adequately meter the quantity of *matter* discharged to the *municipal sewage system*;
 - e. discharge the *matter* in the location and at the times specified by the *City*; and
 - f. pay a sewage service rate determined by the *City* to fairly compensate the *City* for the cost of providing *sewage* services for the discharge as outlined in the Water and Sewage Rate By-law as may be amended from time to time.
 - g. Surcharge rates will be reviewed and adjusted accordingly from time to time as determined by the *City* based on projected operating and maintenance costs and may include some capital costs.
20. A *Water Discharge Agreement, Sanitary Discharge Agreement* or *Extra-Strength Surcharge Agreement* shall be in the form set out by the *Director* from time to time.
21. The *Director* may terminate a *Water Discharge Agreement, Sanitary Discharge Agreement* or *Extra-Strength Surcharge Agreement* forthwith by written notice at any time, if there is an immediate threat or danger to any *person, property, plant or animal life, water or the municipal sewage system*.
22. The *Director* may terminate a *Water Discharge Agreement, Sanitary Discharge Agreement* or *Extra-Strength Surcharge Agreement* by giving 30 days' written notice, if the *discharger* has failed to comply with any condition of the *Agreement*.

Compliance Program

23. A *discharger* may submit to the *Director* a written proposed *Compliance program*, that must be agreed upon by the *Director*, if in the opinion of the *Director*, the *discharger* has no other reasonable means of complying with the By-law.
24. A *Compliance Program* shall last for a maximum of one year, to allow the *discharger* time to install or modify equipment so as to comply with this By-law. A *Compliance Program* shall only be renewed with the prior approval of Council.
25. The *Compliance Program* shall specify the remedial actions the *discharger* will take and the dates by which they must be completed.
26. A *Compliance Program* shall require the *discharger* to:
 - a. adequately monitor and report to the *City* the quality of the *matter* discharged to the *municipal sewage system* and the

effectiveness of the *Compliance Program* in achieving compliance with this By-law;

- b. report to the *City* within 14 days of each specified date its progress in implementing the remedial actions agreed upon using the Compliance Program Progress Report Form, schedule D;
 - c. ensure that the *matter* discharged to the *municipal sewage system* contains no more than the maximum levels stated in the *Compliance Program* for the parameters set out in Table 1 to this By-Law;
 - d. ensure that the *matter* discharged to the *municipal sewage system* complies with all other requirements set out in this By-law;
 - e. adequately meter the quantity of *matter* discharged to the *municipal sewage system*;
 - f. discharge the *matter* in the location and at the times specified by the *City*; and
 - g. pay a *sewage* service rate determined by the *City* from time to time to fairly compensate the *City* for the cost of providing *sewage* services for the discharge, unless the Program specifies that the *discharger* may apply all or part of the rates that would otherwise be payable towards the cost of the *Compliance Program*.
27. The *Director* may terminate a *Compliance Program* forthwith by written notice at any time, if there is an immediate threat or danger to any *person*, property, plant or animal life, water or the *municipal sewage system*.
28. The *Director* may terminate a *Compliance Program* by giving 30 days' written notice, if the *discharger* has failed to comply with any condition of the *Compliance Program*.

Pollution Prevention

29. The *Director* may, by notice in writing, require an *ICI discharger* to pre-treat its *storm water* and/or *sewage* prior to discharge to the *municipal sewage system*, so as to ensure compliance with this By-law.
30. The *Director* may, by notice in writing, require a *discharger* to undertake one or more of the following to control the quality, quantity or intensity of *storm water* discharged from property owned or occupied by the *discharger*:
- a. to monitor *storm water* quality, quantity and/or intensity;
 - b. to construct and/or modify *storm water* facilities;
 - c. to develop and/or implement a best management plan;
 - d. to implement pollution prevention measures;
 - e. any other activity set out in the notice that is reasonably necessary or useful to improve the quality or reduce the quantity or the intensity of *storm water* discharged by the *discharger*.
31. Every *person* in charge, management or control of *ICI premises* where food is cooked, processed or prepared shall take all necessary measures to prevent fats, oils and greases from entering a *municipal sewage system*. In particular, the *person* shall install, operate and properly maintain an

effective grease interceptor in any piping system that connects directly or indirectly to a municipal sewer.

32. Every *person* in charge, management or control of *ICI premises* where motor vehicles are repaired, lubricated or maintained shall take all necessary measures to prevent motor oil and lubricating grease from entering a *municipal sewage system*. In particular, the *person* shall install, operate and properly maintain an effective oil interceptor in any piping system that connects directly or indirectly to a *municipal sewage system*.
33. Every *person* in charge, management or control of *ICI premises* from which sediment may enter a *municipal sewage system*, including but not limited to *premises* using a ramp drain or area drain, car and vehicle wash establishments, shall take all necessary measures to prevent such sediment from entering a *municipal sewage system*. In particular, the *person* shall install, operate and properly maintain an effective grit interceptor in any piping system that connects directly or indirectly to a *municipal sewage system*.

Self-monitoring and Reporting

34. The *Director* may, by notice in writing, require an *ICI discharger* to monitor the *matter* it discharges to the *municipal sewage system* to confirm that it complies with this By-law and to submit regular reports regarding the quantity and quality of such discharges to the *City* in a reporting format determined by the *City*.
35. The *Director* may, by notice in writing, require an *ICI discharger* to complete and submit to the *City* either or both of:
 - a. the "*Short version of discharger information report*";
 - b. the "*Complete version of discharger information report*"
36. A *discharger* who has entered or wishes to enter into a *Sanitary Discharge Agreement, Extra-Strength Surcharge Agreement, Water Discharge Agreement or Compliance Program* shall complete and submit the "*Complete Version of discharger information report*".
37. A *discharger* who has submitted a report under this Part to the *City* shall provide written notice within 15 days of any *matter* change in the information contained in any such report.

Sampling and Analysis

38. Every *ICI discharger* shall install and maintain in good repair a suitable *maintenance access point* in each *connection* to a *municipal sewage system* to allow observation, sampling and measurement of the flow of sewage, uncontaminated water or storm water therein. Where installation of a *maintenance access point* is not possible, an alternative inspection and sampling device may be substituted with the written approval of the *Director*.
39. Each *maintenance access point* or alternative device shall be:
 - a. located on the *premises*, as close to the property line as possible, unless the *Director* has issued written approval for an alternate location;
 - b. designed and constructed in accordance with good engineering practice and the requirements of the *City's design criteria*, as amended, repealed and replaced by the *City* from time to time; and

- c. accessible for *City* use.
- 40. Sampling and analysis for the purposes of this By-law shall be carried out in accordance with the procedures as described in *Standard Methods* or the “Guidance Document for the Sampling and Analysis of Wastewater for the 1999 Model Sewer Use By-law”, or the current United States Environmental Protection Agency methods.
- 41. Compliance with this By-law may be determined by the analysis of a *grab sample* or a *composite sample*. The sample may contain additives for its preservation and may be collected manually or by using an automatic sampling device.

Spills

- 42. In the event of a *spill* to the *municipal sewage system*, the *discharger* shall immediately notify the *City* of the *spill*, of the circumstances thereof, and of the remedial action that the *discharger* has taken or intends to take.
- 43. Within five days, the *discharger* shall provide a written report on the *spill* to the *City*, containing at least the following information:
 - a. location where *spill* occurred;
 - b. name and phone number of *person* who reported the *spill* and location and time where they can be contacted;
 - c. date and time of *spill*;
 - d. *matter* spilled;
 - e. characteristics of *matter* spilled, including Material Safety Data Sheet if available;
 - f. volume of *matter* spilled;
 - g. duration of *spill* event;
 - h. work completed and/or still in progress in the mitigation of the *spill*;
 - i. preventative actions being taken to ensure the situation does not occur again; and
 - j. agencies notified of the *spill* and corresponding notification times.
- 44. The *discharger* shall do everything reasonably practicable 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*.
- 45. All costs reasonably incurred by the *City* as a result of such *spill* shall be borne by the *discharger* or the *person* responsible for the *spill*, as the case may be.

Sewer Connections

- 46. No *person* shall:
 - a. erect, or cause or permit to be erected any building on lands that are serviced by a *sewer connection* unless the new building is connected to that *sewer connection*;
 - b. construct, install, maintain, use or cause or permit to be constructed, installed, maintained or used, whether installed prior to the date of the passing of this By-law or any of its

predecessors, a direct or indirect *connection* to the *sanitary sewer connection* which would permit anything other than sanitary *sewage* to discharge into the *municipal sewage system*.

- c. construct, install, maintain, use or cause or permit to be constructed, installed, maintained or used, a direct or indirect *connection* to the *sanitary sewer connection* without final inspection by the *City* and all such *connections* require a clean out at the property line as per the *City's Design Criteria*, as amended, repealed or replaced from time to time.
47. No *sewer connection* shall be constructed on any road allowance, easement or other public land, except by the *City* or with the *City's* written approval. The owner of the *premises* served by the *sewer connection* shall be responsible for the cost of the *sewer connection*.
 48. Reconstructed Buildings: When an existing building is substantially damaged or demolished, the existing *municipal sewage system* shall be disconnected at the *sanitary sewers* and inspected at the expense of the owner of the building or his/her agent. For the purpose of this section, an existing building is substantially demolished when more than fifty percent of the exterior walls of the first storey above grade are removed, whether or not these walls are subsequently replaced. The owner or agent applying for the permit to construct the replacement building shall be required to apply and pay the *City* for the installation of new *municipal sewer connections*.
 49. An owner or his/her agent who is applying for a permit to construct a replacement building or to disconnect a dwelling from a septic tank to connect to a *sanitary sewer connection* shall be entitled to use an existing *municipal sewer connection*, which, upon inspection by the *City*, is found to be in satisfactory condition. The applicant shall pay for the cost of the above inspection, the amount of which shall be determined from time to time by the *City*.
 50. Where a *sewer connection* is installed or operated in contravention of this By-law, the *Director* may order the temporary disconnection of any *sewer connection* whenever and for so long as the *Director* considers it necessary to prevent continued or repeated violations of this By-law, and during that time no *person* shall use or cause or permit the use of such a *sewer connection*.
 51. The *Director* shall not order such temporary disconnection unless the *Director* has first mailed to the property owner and occupant, if any, a registered letter specifying the nature of the violation or violations of this By-law and indicating the intention to order temporary disconnection no sooner than thirty (30) days after the date of mailing unless the *Director* is satisfied that such violations will be rectified within that time. The cost of the disconnection and reconnection shall be borne by the property owner and shall be payable before any reconnection is made.
 52. Any *person* desiring a *sewer connection* shall make an application to the *City* on forms supplied by the *City-Building and By-law Department* and accompanied by such plans as may be required and pay a fee for the application. The owner of the property to be served, or the owners' agent, shall sign the application, and the owner shall be responsible for the completeness and accuracy of the information furnished on such application and plans.
 53. *Sewer connections* on public or private property:

- a. A *sewer connection* on public property between the *sewer* and private property shall be installed by the *City* at the expense of the property owner on conditions and rates determined from time to time by the *City* or by the owner of the property, with prior written consent of the *Director*, at the property owner's expense in compliance with the *City's design criteria*, as amended, repealed or replaced from time to time.
 - b. A *sewer connection* on private property shall be installed by the owner pursuant to a building permit having been issued for such purpose by the *City* and in compliance with the *City's design criteria*, as amended, repealed or replaced from time to time.
 - c. Where a *sewer connection* on public property between the *sewer* and private property is installed by the owner of the private property, the owner of the private property shall pay for the cost of an inspection, the amount of which shall be determined by the *City* from time to time.
54. Methods and materials used on the construction of *sewer connections* shall be acceptable to the *Director*. For acceptable materials refer to the *City's Approved Manufacturers' Product List*.
55. *Double municipal sewer connections* are prohibited.
56. A private *sewer connection* shall not be installed until:
- a. the *municipal sewage system* to which the *municipal sewer connection* are made are fully completed and accepted by the *City* for operation;
 - b. the *municipal sewer connection* is satisfactorily installed;
 - c. the backfilling is properly completed around the building and the lot has been sufficiently graded to eliminate the possibility of any ponding on the property, and the sub-flooring has been installed over foundation to prevent the entry of *storm water* which could run off through the private *sewer connection*; and
 - d. all existing surface water in the excavation site or basement has been pumped out.
57. If a person constructs a *municipal sewer connection* in a manner other than provided for in this By-law, the *Director* shall order the re-excavation of the connection for the purpose of inspection and testing, and if necessary, reconstruction of the work, and the *Director* may have these works performed at the expense of the owner or disconnect the said *sewer connection*, in which case it shall not be reconstructed except with the approval of the *Director*.
58. Where an owner of a building has requested an inspection by the *City* by means of an excavation or closed circuit television inspection of any existing *municipal sewer connection*, the owner shall deposit a sum of money with the *City*, the amount of which shall be determined by the *Director*. If upon inspection a structural problem is found in the *City's* portion of the *connection*, the deposit will be refunded.
59. The owner of any building erected upon lands that abut on a street which is not serviced by a *storm sewer* shall construct a down-pipe from the eavestrough that shall discharge the water at grade with provisions to prevent soil erosion and shall conduct the *storm water* away from the

building in such a manner that the *storm water* will not accumulate at or near the building and will not adversely affect adjacent properties.

60. In case of *storm sewers*, subsection 57 shall not apply:

- a. where a building or structure located upon a lot on which any portion of the roof elevation is lower than the street elevation at the front or side thereof;
- b. where a *storm sewer* has been constructed at such an elevation that, in the opinion of the *Director*, the *connection* from a roof drain or from the weeping drain cannot be connected with adequate gradient for proper drainage; and/or
- c. where a building or structure is constructed adjacent to a *watercourse*, provided the roof drains from such buildings or structures are directed to the *watercourse* subject to the approval of the *Director*.

61. Where a catch basin has been installed on private property to drain *storm water* from any driveway which slopes towards any structure located on the property, the installation shall include:

- a. a flap gate water valve installed directly downstream of the private catch basin, so that no *storm water* may back up from the *storm sewer* into the private catch basin;
- b. a sump pump, located in the overflow sump, to discharge any *storm water* which has collected in the catch basin while the above flap gate backwater valve has closed to prevent a back-up of *storm water*; and
- c. a flap gate backwater valve installed on the weeping tile lead adjacent to the sump pit, so that no *storm water* may flow from the sump pit into the weeping tile system.

62. Inflow and infiltration of *storm water* into *sanitary sewer*:

- a. The owner of any building which has a roof water leader discharging *storm water*, either directly or indirectly, into the *sanitary sewer connection* shall disconnect the down-pipe from the underground portions at grade and shall conduct the *storm water* away from the building so that the *storm water* will not accumulate at or near the building and will not adversely affect adjacent properties.
- b. For the purpose of this section:
 - i. "directly" shall mean by any physical *connection* or series of *connections* between the roof water leader and the *sanitary sewer* system;
 - ii. "indirectly" shall mean in any manner whatsoever whereby *storm water* enters the *sanitary sewer* system, and for the greater certainty includes any situation where open joints in underground *sewer connections* on private property permit *storm water* to infiltrate the *sanitary sewer* system;
- c. An owner may request that the *City* conduct an inspection as provided in subsection 59 of this By-law to determine the source of inflow or infiltration into the *sanitary sewer* system.
- d. If, as a result of the inspection, it is determined that the infiltration of *storm water* into the *sanitary sewer* occurs solely as

a result of a structural problem in the *City* portion of the *connection*, the provisions of subsection 61 (a) of this By-law will not apply to the owner, and the deposit shall be refunded;

- e. If, as a result of the inspection, it is determined that the infiltration of *storm water* into the *sanitary sewer* occurs as a result of structural problems in both the *City's* portion of the *connection* and the owner portion of the *connection*, the provisions of subsection 61 (a) will not apply to the owner and the deposit will be refunded if the owner completes repairs to the owner's portion of the *connection* to the satisfaction of the *Director*.
63. Appropriate lot level *storm water* management measures shall be used to reduce *storm water* quantity and improve *storm water* quality. The direct *connection* of any private drainage works to the municipal *storm sewer* system is prohibited unless, in the opinion of the *Director*, there is no practical alternate means of drainage available, in which case the *Director* (*City*) may approve the direct *connection*. Where a new *connection* is deemed necessary for the servicing of hard surface parking or vehicle access areas, the applicant shall submit a *storm water* management report identifying the *storm water* quality and quantity control measures being proposed for the site for approval by the *Director*.
64. Where a new *connection* is approved by the *City* for the purposes of providing *groundwater* drainage, the discharge shall be regulated by means of:
- a. a sump pump that must elevate the water, via a loop system, to an elevation above that of the centre line elevation of the road before being discharged to the private storm drainage system. A flap gate check valve shall be installed on the sump pump discharge pipe so that no *storm water* may flow from the *storm sewer* into the weeping tile system. No direct or indirect interconnection between the private storm drain system and the sanitary drainage system is permitted. The above systems shall be installed and maintained by the owner and operator of the *premises* at his/her expense; and
 - b. a backwater valve in circumstances where a *storm sewer connection* is at such an elevation so as to provide gravity flow. The above system shall be installed and maintained by the owner or operator of the *premises* at his/her sole expense.
65. No *person* shall construct, install, maintain, or cause or permit to be constructed, installed, or maintained, drainage from any roof water leader or downspout that conveys *storm water* to the *sanitary sewer*. The *Director* may waive this requirement.

Confidential Information

66. All information submitted to and collected by the *City* in administration of this By-law including information contained in *Water Discharge Agreements*, *Sanitary Discharge Agreements*, *Extra-Strength Surcharge Agreements* and *Compliance Programs* shall, except as otherwise provided in this By-Law, be available to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56.
67. Information submitted to the *City* in any form as required by this By-law may be exempt from disclosure to the public under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56, where such information is confidential, proprietary or otherwise, if the person

submitting identifies that information to the City at the time of submission and provides sufficient details as to the reasons the City should consider that information for exemption from disclosure.

Offences

68. Every *person* other than a corporation who contravenes any provisions of this By-law is guilty of an offence and on conviction is liable to fines as provided for in the Ontario Municipal Act and the provincial Offences Act.
69. Every corporation which contravenes any provisions of this By-law is guilty of an offence and on conviction is liable to fines as provided for in the Ontario Municipal Act and the provincial Offences Act.
70. The conviction of a *person* for the contravention of any provision of this By-law shall not operate as a bar to a prosecution against the same *person* for any subsequent or continuing contravention of this By-law.
71. Court Order: If this By-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the *person* convicted.
72. No *person* shall hinder or obstruct, or attempt to hinder or obstruct, any *person* exercising a power or performing a duty under this By-law. Without limiting the generality of the foregoing, no *person* shall prevent, hinder or obstruct a *person* appointed by the *City* bearing proper credentials and identification, from, for the purposes of administering or enforcing this By-law:
 - a. entering in or upon land or *premises*, at any reasonable time, without a warrant, except a room actually being used as a dwelling;
 - b. making such tests or taking such samples as he/she deems necessary;
 - c. inspecting any plant, machinery, equipment, work, activity or documents.
73. No *person* shall uncover, make any *connection* with, or opening into, break, alter, damage, destroy, deface, or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering with any part of a *municipal sewage system*, including any monitoring device in a *municipal sewage system*.
74. Unless specifically authorized by the *Director*, no *person* shall enter any part of a *municipal sewage system*.
75. No *person* shall replace any existing garbage grinding devices installed prior to the passage of this By-law.
76. No *person* shall discharge effluent from a garbage grinding device directly or indirectly into a *municipal sewage system*, unless:
 - a. The owner or operator of the garbage grinding device has a permit issued by the *City* at the time the garbage grinding device was originally installed, if a permit was required at the time of original installation;

- b. The ground garbage does not have an adverse effect on the *municipal sewage system*; and
- c. If, in the *Director's* opinion, use of a garbage grinding device results in wastes to accumulate in a *municipal sewage system*:
 - i. The *municipal sewage system* shall be cleaned at the expense of the *discharger*; and
 - ii. If use of the device causes wastes to accumulate on more than two occurrences in a *municipal sewage system*, the *discharger* shall discontinue its use and shall disconnect the device from the *municipal sewage system*.

77. This by-law may be enforced by every municipal law enforcement officer and the Director of Public Works.

Administration

78. Every *discharger* shall be liable for any damage or expense caused by the *matter* he/she discharges to the *municipal sewage system*, including costs of investigation, repair or replacement.

79. Fees outlined in The Water and Sewage Rate By-law as may be amended from time to time will apply for all *Water Discharge Agreements, Sanitary Discharge Agreement, Extra-Strength Surcharge Agreements* and *Discharger Information Reports*.

80. This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 16th day of January 2007.

Mayor

Clerk

Schedule A - Discharger Information Report - Short Version

If you have any questions on the form, please call 705-324-9411.

The completed form is to be forwarded to:

City of Kawartha Lakes
Public Works Department
Water & Wastewater Division
Box 9000
Lindsay, ON K9V 5R8

Please print clearly.

1.	Name of Person/Company:
2.	Address of Person/Company (Location of Discharge): Phone: Fax:
3.	Owner's Name & Address (if different from above): Phone: Fax:
4.	Brief Description of Product or Service:
5.	Brief Description of Process(es) used in the Manufacturing or Servicing:

6.	<p>“Are there” or “Will there be” any of the following wastewater discharges from the description as provided in #5?</p> <p>Process wastewater.....Yes/No Cooling water.....Yes/No Other sources of wastewater (other than sanitary).....Yes/No (if yes, brief description):</p>
7.	<p>Does the site have any existing connections to the following sewers?</p> <p>Sanitary.....Yes/No Combined.....Yes/No Storm.....Yes/No</p>
8.	<p>Location of the process unitsInside/Outside/Outside but Covered Storage of Raw Materials.....Inside/Outside/Outside but Covered Storage of Intermediate Products.....Inside/Outside/Outside but Covered Storage of Final Products.....Inside/ Outside/Outside but Covered</p>
9.	<p>Does the site have any of the following programs in place to address discharges to the sewer system?</p> <p>Pollution Prevention.....Yes/No BestManagement Plan.....Yes/No EnvironmentalManagement System.....Yes/No OtherProgram/Practices(Specify)Yes/No</p>

10.	<p>Date form completed:</p> <p>Name of and Title of Person/Company Representative :</p> <p>Signature of Person who has authority to bind the Corporation</p>
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Note: The *City* may require completion of the “*Complete discharger information report*” based on this report and/or subsequent verification of the site.

Schedule B - Discharger Information Report - Complete Version

If you have any questions on the form, please call 705-324-9411

The completed form is to be forwarded to:

City of Kawartha Lakes
Public Works Department
Water & Wastewater Division
Box 9000
Lindsay, ON K9V 5R8

Please print clearly.

Additional information and attachments are required

Indicate what material has been attached to ensure that the City is aware of all the information provided

1.	<p>Name of Person/Company:</p>
2.	<p>Address of Person/Company:</p> <p>Phone:</p> <p>Fax:</p>
3.	<p>Owner’s Name & Address (if different from above):</p> <p>Phone:</p> <p>Fax:</p>
4.	<p>General Site Operation Information:</p>

	<p>Number of Employees involved in:</p> <p>Plant:_____ Office:_____ Other:_____ Total:_____</p> <p>Number of Shifts per Day:_____ Number of Shifts per Week: _____</p>
5.	<p>Descriptions of Product(s) or Service</p> <p>Include Standard Industrial Code (SIC) – state if Canadian or American</p>
6.	<p>Description of the Process(es) used in the Manufacturing or Servicing</p> <p>Characteristics such as Batch (how many per time period), Continuous, or Both (explanation to be provided), Seasonal Production Cycles, Specific Clean-up Periods and Clean-up Activities</p>
7.	<p>Average Daily Water Use and Sources</p> <p>Municipal Supply.....Yes/No _____ m³/d Estimated or Measured</p> <p>Surface Water **.....Yes/No _____ m³/d Estimated or Measured</p> <p>Ground Water*.....Yes/No _____ m³/d Estimated or Measured</p> <p>Other Sources**.....Yes/No _____ m³/d Estimated or Measured</p> <p>If flow rate varies significantly provide peak flow rates per day and month and explanation.</p> <p>* Provide copy of the Permit to Take Water (as required by the OWRA) according to By-law requirements</p> <p>** If 'Yes' – provide explanation as an attachment</p>
8.	<p>Discharge Points from Site</p> <p>List all discharge points and average daily flow in cubic meters per day of sanitary, non-contact cooling water, process wastewater, contact cooling water and other discharge water to the sanitary sewer, combined sewer, storm sewer, groundwater, surface water, evaporation losses (if applicable), and percent of water in final product (if significant and applicable to the</p>

	<p>site) ie. Process wastewater from manufacturing line to sanitary sewer at any average daily flow of 200 m³/d (measured)</p>
9.	<p>Known Characteristics of Discharges</p> <p>Provide existing data on quality of the discharges listed above in #8 (Complete Parameter Information Form for each discharge point as provided with this form)</p>
10.	<p>Physical Layout</p> <ul style="list-style-type: none"> • Provide sketch of property (to scale or approximate) showing buildings, pre-treatment works, property boundaries, effluent lines, and connections to sanitary, combined and storm sewers. • Please identify sewers as listed on the Parameter Information Form as completed above. • Layout may be attached as separate document - leave note to indicate submission with this form. • A flow diagram of the site flows/processes is also required.
11.	<p>Regulation 347 Information</p> <p>Provide any Generator Registration Numbers at the site under the requirements of Regulation 347 under the EPA</p>
12.	<p>Extra Strength Surcharge Agreements (ESSA)</p> <p>Does the site has an existing ESSA with the City?.....Yes/No</p> <p>Did the site previously have an ESSA with the City?.....Yes/No</p> <p>If "Yes" to either question - Attach a copy of each agreement to this form</p>
13.	<p>Pretreatment of Discharges Prior to Discharge</p> <p>Does the site have any pre-treatment systems for process effluents prior to discharge to the sewer system?</p>

	<p>Yes/No</p> <p>If "Yes", provide a description of the pre-treatment devices, contaminants removed, operational procedures for the device and description of process utilized in the device.</p>
<p>14.</p>	<p>Does the site have any of the following programs addressing discharges to the sewer system in place?</p> <p>Pollution PreventionYes/No</p> <p>Best Management Plan.....Yes/No</p> <p>Environmental Management System.....Yes/No</p> <p>Other program/practices.....Yes/No</p> <p>If 'Yes', attach copy of each to the form and explanation for implementation</p>
<p>15.</p>	<p>Date Form Completed:</p> <p>Name and Title of Company Representative:</p> <p>Signature of Company Representative:</p>

Schedule B Cont'd:				
Parameter Information Form - for discharges to sanitary and combined sewers				
Company Name and Location:				
Date:				
Discharge Connection Identification:				
<u>Parameter or Condition*</u>	By-law Limit (mg/L)	Average Concentration or Range (mg/L)	Significant Variation (Yes or No) and Reason for Variations	Additional Information Attached?
pH*	6-10.5			
Temperature	60 C			
BOD	300			
COD	---			
Cyanide (total)	2			
Fluoride	10			
Total Kjeldahl Nitrogen (TKN)	100			
Oil & Grease (Animal/Veg)	150			
Oil & Grease (Mineral/Syn)	15			
Phenolics (4AAP)	1.0			
Phosphorous (total)	10			
Suspended Solids (total)	350			
Aluminum (total)	50			
Antimony (total)	5			
Arsenic (total)	1			
Cadmium (total)	0.7			
Chromium (total)	4			
Chromium (hexavalent)	2			
Cobalt (total)	5			
Copper (total)	2			

Schedule B Cont'd:

Parameter Information Form - for discharges to sanitary and combined sewers

Company Name and Location:

Date:

Discharge Connection Identification:

<u>Parameter or Condition *</u>	By-law Limit (mg/L)	Average Concentration or Range (mg/L)	Significant Variation (yes or No) and Reason for Variation	Additional Information Attached?
Lead (total)	1			
Manganese (total)	5			
Mercury (total)	0.01			
Molybdenum (total)	5			
Nickel (total)	2			
Selenium (total)	1			
Silver (total)	5			
Tin (total)	5			
Titanium (total)	5			
Zinc (total)	2			
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			
Ethlybenzene	0.16			
Methylene Chloride	0.21			
1,1,2,2-Tetrachloroethane	0.04			
Tetrachloroethylene	0.05			

Schedule B Cont'd:**Parameter Information Form - for discharges to sanitary and combined sewers**

Company Name and Location:

Date:

Discharge Connection Identification:

Parameter or Condition *	By-law Limit (mg/L)	Average Concentration or Range (mg/L)	Significant Variation (Yes or No) and Reason for Variations	Additional Information Attached?
Toluene	0.016			
Trichloroethylene	0.05			
Xylenes (total)	0.94			
Di-n-butyl phthalate	0.08			
Bis (2-ethylhexyl) phthalate	0.012			
Nonylphenols	0.001			
Nonylphenol ethoxylates	0.01			
Aldrin/Dieldrin	0.0002			
Chlordane	0.1			
DDT	0.0001			
Hexachlorobenzene	0.0001			
Mirex	0.1			
PCBs	0.001			
3,3'-dichlorobenzidine	0.002			
Hexachlorocyclohexane	0.1			
Pentachlorophenol	0.005			
Total PAHs	0.005			
Vinyl Chloride	0.04			

Schedule C - Extra-Strength Surcharge Agreement Form

THIS AGREEMENT made this _____ day of _____, A.D. 2_____.

BETWEEN:

CITY OF KAWARTHA LAKES
(hereinafter called the *City*)

ON THE FIRST PART

-and-

.....
(hereinafter called the Company)

OF THE SECOND PART

WHEREAS the *City* enacted By-law No. _____ on the ____ day of _____, relating to the discharge of sewage into any *sanitary sewer or combined sewer* in the *City*; and

WHEREAS the said By-law, as amended, repealed or replaced from time to time (herinafter referred to as the "By-law") prohibits the discharge of industrial sewage containing certain substances in quantities in excess of the limits set by the By-law but provides that the *City* may permit the discharge of industrial waste which would otherwise be prohibited by the By-law to an extent fixed by agreement with the *City* under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of treatment; and

WHEREAS the Company carries on an industrial activity within the *City* at premises known as _____ which activity produces a sewage discharge in which the quantity of one or more of Suspended Solids, Biochemical Oxygen Demand (hereinafter referred to as B.O.D.), Phenolic Compounds, Kjeldahl Nitrogen, Phosphorus, animal Oil & Grease is above the permissible limits set out in the By-law which results in materially adding to the cost of treatment at the *City's sewage works*.

NOW THEREFORE THIS INDENTURE WITNESSES that the parties hereto mutually covenant and agree as follows:

1. During the currency of this agreement, the QUANTITY OF SEWAGE DISCHARGED by the Company from its premises at _____ to the *sanitary sewer* or combined sewer system shall not exceed _____ cubic meters per day and the RATE OF SUCH DISCHARGE OF SEWAGE from the said premises shall not exceed _____ cubic meter per hour.
2. During the currency of this agreement only, the QUALITY OF THE SEWAGE discharged by the Company from the said premises to the *sanitary sewer* or combined sewer system MAY EXCEED THE LIMITS SET BY THE BY-LAW with respect to the quantity of Suspended Solids, B.O.D., Phenolic Compounds, Oil & Grease (animal), Phosphorous or Kjeldahl Nitrogen provided that they SHALL NOT EXCEED THE FOLLOWING LIMITS AT ANY TIME:

- (a) Suspended Solids - _____ milligrams/litre
- (b) B.O.D. - _____ milligrams/litre
- (c) Phenolic Compounds - _____ milligrams/litre
- (d) Oil & Grease (animal) - _____ milligrams/litre
- (e) Phosphorous - _____ milligrams/litre
- (f) Kjeldahl Nitrogen - _____ milligrams/litre

3. THE DISCHARGE OF *SEWAGE* BY the Company from the said premises containing Suspended Solids, B.O.D., Phenolic Compounds, Oil & Grease (animal), Phosphorous or Kjeldahl Nitrogen, IN EXCESS OF THE ABOVE LIMITS shall constitute a contravention of this agreement and thus a contravention of the By-law.

4. (1) The COMPANY shall install and maintain suitable measuring devices approved by the *City's Director* in order to measure the quantity of *sewage* and all *sewage* covered in this agreement shall flow through these measuring devices. The measuring devices shall be positioned at the *sanitary sewer monitoring maintenance access point* located farthest downstream on the *sanitary sewer lateral*, and located at a point just prior to entry into the *City's sanitary sewer system* or else at a sampling point mutually agreed to by the *City* and the Company.

(2) Where, in the opinion of the *Director* it is impractical to install and maintain suitable measuring devices in order to measure the quantity of *sewage*, then the *Director* may permit the utilization of water consumption records or such other method as he or she deems appropriate as a basis of estimating the quantity of *sewage* flowing to the sewers.

(3) Any measuring device for the measuring of quantity of *sewage* shall be read by persons appointed by the *City's Director* for the purpose of calculating the extra-strength surcharge fee under this agreement.

(4) The accuracy of the aforementioned measuring devices shall meet the current effluent MISA monitoring standards as published by the Ontario Ministry of Environment. The *Director* reserves the right to challenge the accuracy of the measuring devices and may require calibration of these devices at the expense of the Company, said expense to be in addition to the other charged provided by this agreement.

(5)

(a) The Company agrees to conduct the sampling program for the purposes of assessing the quality of the *sewage* being discharged pursuant to this agreement. The Company shall conduct the sampling program in accordance with the Standard Methods defined in the By-law, current at the date of testing. The Company acknowledges and agrees that the sampling program requirements may be changed by the *Director* at any time during the term of this agreement and renewals thereof if, in the sole opinion of the *Director* such change(s) is/are necessary.

(b) If, in the opinion of the *Director* the Company fails to comply with any requirements contained in the sampling program, the *Director* may terminate this agreement on 10 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the Company at its said premises.

5. 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

6. THIS AGREEMENT MAY BE TERMINATED BY THE CITY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery and addressed to the Company at the said premises, if:

- (a) The *sewage* is causing a health and safety hazard to any *sewage works* employee; or
- (b) The *sewage* is causing damage to the *sewers*, materially increasing their maintenance costs or causing a dangerous condition; or
- (c) The *sewage* is causing damage to the sewage treatment process or causing dangerous condition in the treatment works; or
- (d) The *sewage* is causing the sludge from the *sewage works* to fail to meet criteria relating to contaminants for spreading the sludge on agricultural land under the current Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land; or
- (e) The *sewage* is causing the *sewage works* effluent to contravene any requirement by or under the *Ontario Water Resources Act*, R.S.O. 1990, c.0.40, as amended, repealed or replaced from time to time or the *Environmental Protection Act*, R.S.O 1990, c. E.19, as amended; repealed or replaced from time to time; or
- (f) The *sewage* is causing a hazard to any person, animal, property, or vegetation; or
- (g) The *sewage* is contrary to the By-law in any way other than as provided herein.

7. THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED BY THE CITY at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.

8. THIS AGREEMENT MAY BE TERMINATED BY THE COMPANY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery and addressed to the *Director*.

9. IN THE EVENT OF RENEWAL IF THE CITY GIVES WRITTEN NOTICE sent by registered mail, pre-paid courier or personal delivery, to the Company as aforesaid at any time within 30 calendar days before or after the start of each calendar year, THAT THE AMOUNT OF THE EXTRA-STRENGTH DISCHARGE FEE OR ANY OF THE LIMITS HEREINBEFORE SET OUT ARE TO BE CHANGED and no new agreement can be reached between the *City* and the Company, this agreement may be terminated at the option of the *City* at any time without notice 90 calendar days after the foregoing written notice was sent.

10. EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED THE COMPANY SHALL CONFORM TO THE PROVISIONS OF THE BY-LAW relating to the discharge of *sewage* and in the event of termination of this agreement the Company shall conform to the provisions of the By-law.

11. (1) THE COMPANY HEREBY COVENANTS AND AGREES TO PAY TO THE CITY a fee based on an excess suspended solids of - _____ milligrams/litre, an excess B.O.D. of _____ milligrams/litre, an excess phenolic compounds of _____ milligrams/litre, an excess of Oil & Grease _____ milligrams/litre, an excess of Kjeldahl Nitrogen of _____ milligrams/litre, an excess of phosphorous of _____ milligrams/litre. The Quantity of the *sewage* discharged shall be

determined as set out in section 4 of this agreement. The extra-strength discharge fee for each quarter shall be based on the additional costs of treatment of the aforementioned *sewage* as set by the *City* annually.

- (2) The said extra-strength discharge fee shall become due and be paid quarterly as levied by the *City* in each year of this agreement until terminated as herein provided. The Company acknowledges and agrees that the extra-strength discharge fee will be based on the rates set out in the Water and Sewage Rate By-law as may be amended from time to time, subject to any applicable minimum administrative fee as set out in the Water and Sewage Rate By-law.
- (3) If the Company agrees to do daily flow proportional sampling of the quantity of *sewage* and analyses those samples for quantities of those parameters in excess of the By-law, and these results can be verified by the *City*, then the fees for that year will be adjusted in the fall invoices of the calendar year to cover actual quantities discharged for that year.

12. THE COMPANY COVENANTS AND AGREES TO PAY TO THE CITY on demand interest on overdue amounts as referenced in the Water and Sewage Rate By-law and that interest will be charged after each thirty calendar day interval the amount remains outstanding.

13. THE CITY MAY TERMINATE THIS AGREEMENT at its option without notice if the Company fails for more than two months to pay an overdue amount but such termination shall not relieve the Company from its liability to make such payment.

14. (1) Where the Company has substantially reduced the quantity of the substances discharged under the terms of this agreement by reason of the installation of pre-treatment facilities or a change in its processes or operations, the Company shall be entitled to a reduction in the extra-strength discharge fee so that the payments shall be based on the reduced quantity discharged.

- (2) A reduction under subsection (1) in the amount of the extra-strength discharge fee shall not take effect until 30 calendar days from the date that the Company notifies the *City* in writing of the change and until the *City* has had such additional time as may be necessary in the circumstances to take sample and re-evaluate the waste being discharged.

15 THIS AGREEMENT SHAL ENURE to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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.

SIGNED, SEALED AND

DELIVERED in the presence of:

COMPANY NAME

AUTHORIZED SIGNATURE(S)

AUTHORIZED SIGNATURE(S)

DATE

I/We have the authority to bind the Company

CITY OF KAWARTHA LAKES

MAYOR

Approved Public Works

CLERK

DATE

Schedule D - Compliance Program Progress Report

COMPANY NAME: _____

ADDRESS: _____

DATE SUBMITTED: _____

AUTHORIZED REPRESENTATIVE: _____

1. COMPLIANCE PROGRAM ACTIVITY DESCRIPTION:

2. SCHEDULED COMPLETION DATE FOR ABOVE ACTIVITY:

3. ACTIVITY COMPLETED ON SCHEDULE? YES [] NO []

4. IF NOT ON SCHEDULE, INDICATE ANTICIPATED COMPLETION DATE:

5. STATE REASON FOR DELAY, IF APPLICABLE:

6. WHAT ACTION HAS BEEN INITIATED TO RETURN PROJECT TO ORIGINAL SCHEDULE?

*Report is to be submitted within 14 calendar days after scheduled completion of each Activity listed in the Compliance Program.