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By-Law 2023-XXX

A By-law to regulate the installation and connection of private sewers to sewage works, and the discharge of sewage, storm water and land drainage within the serviced area of The Corporation of the City of Markham (“Sewer Use By-law”)

WHEREAS The Corporation of the City of Markham (hereinafter referred to as the “City”) is a local municipality within the Regional Municipality of York in the Province of Ontario and,

WHEREAS section 11 (3) of the *Municipal Act, 2001*, S.O. 2001 c. 25, (the “Municipal Act”) authorizes a municipality to pass by-laws respecting matters concerning public utilities and,

WHEREAS the City has the responsibility for the City’s sewer infrastructure to

- a) maintain and protect the integrity of the City’s sewer infrastructure;
- b) control the quality and quantity of sewage or storm water or land drainage entering sewage works; and
- c) prevent adverse effects to persons, property and the natural environment from discharges to the City’s infrastructure and,

WHEREAS section 391(1) of the *Municipal Act*, provides that a municipality may pass by-laws 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 *Municipal Act*, provides that fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality and,

WHEREAS section 398(2) of the *Municipal 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 425 of the *Municipal Act*, provides that a municipality may pass by-laws providing that a person who contravenes any by-law of the municipality is guilty of an offence and,

WHEREAS Section 429(1) of the *Municipal Act*, provides that a municipality may establish a system of fines for a by-law passed under the *Municipal Act* and,

WHEREAS section 434.1 of the *Municipal Act*, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that a person has failed to comply with a by-law of the municipality passed under the *Municipal Act* and,

WHEREAS section 434.2(1) of the *Municipal Act*, provides that an administrative penalty imposed by a municipality on a person constitutes a debt of the person to the municipality and,

WHEREAS section 435 of the Municipal Act, provides for conditions governing the powers of entry of a municipality and,

WHEREAS section 436 of the Municipal Act, provides that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine compliance with a by-law and,

WHEREAS section 441.1 of the Municipal Act, provides that upon the request of a municipality that has entered into a transfer agreement under Part X of the *Provincial Offences Act*, the treasurer of a local municipality may add any part of a fine for a commission of a provincial offence that is in default under section 69 of the *Provincial Offences Act* to the tax roll for any **Property** in the local municipality for which all of the owners are responsible for paying the fine and collect it in the same manner as municipal taxes and,

WHEREAS section 444 of the Municipal Act, provides that a municipality may make an order to require a person to discontinue contravening a by-law and to do the work required to correct the contravention and,

WHEREAS section 445 of the Municipal Act, provides that a municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention and,

WHEREAS Section 446 of the Municipal 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 CITY OF MARKHAM ENACTS AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this By-law and attached Schedules, unless the context otherwise requires, words imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine and further, the converse of the foregoing also applies where the context requires.
- 1.2 For the purposes of this By-law:
 1. **"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;
 2. **"Administrative Penalty"** means an administrative penalty established by the **City** By-law No. 2016-84, as amended;
 3. **"AMPS By-law for Non-Parking Offences"** means the **City** By-law No. 2016-84, a by-law to implement an Administrative Monetary Penalty System for Non-Parking Offences, as amended;

4. “**Biochemical Oxygen Demand**” or “**BOD**” means the molecular oxygen utilized in a sample, including **Sewage, Storm Water, Uncontaminated Water**, and any other **Substance** to which this By-law applies during a 5-day incubation period for the biochemical degradation of organic material (carbonaceous demand), including the oxygen used to oxidize inorganic material such as sulphides, ferrous iron, and where an inhibiting chemical has been added to prevent ammonia oxidation;
5. “**Biosolids**” means organic solid material recovered from the **Sewage** treatment process;
6. “**Blowdown Water**” means recirculation water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system;
7. “**Building Code Act**” means the Ontario *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, or any successor thereof;
8. “**CAN/CSA-B481**” means the document entitled CAN/CSA- B481 “Grease Interceptors” published in November 2021 by the Canadian Standards Association, as amended or any successor thereof;
9. “**City**” means The Corporation of the City of Markham, including its designated representatives and **Officers**;
10. “**Combustible Liquid**” means any liquid having a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius;
11. “**Commercial**” means lands, buildings or structures used or designed or intended for use for activities involving the production, processing, manufacturing, or sale of goods or services;
12. “**Composite Sample**” means two or more **Grab Samples** of a **Discharge** to the **Sewage Works** taken at intervals during the sampling that have been combined automatically or manually;
13. “**Compliance Program**” means the necessary steps undertaken by a **Discharger** to bring **Sewage** discharged into the **Sewage Works** into compliance with the terms and conditions of this By-law or related permit. **Compliance Programs** are applicable to existing **Dischargers** only; new **Discharges** must fully comply with the requirements of this By-law;
14. “**Connection**” means that part or those parts of any pipe or system of pipes leading directly or indirectly to a **Sewage Works**;
15. “**Contact Cooling Water**” means water that is used in an **Industrial** process, for the purpose of removing heat, that comes into contact with any raw material, intermediate product, waste product or finished product, but does not include **Blowdown Water**;
16. “**Council**” means the Council of the Corporation of the City of Markham;
17. “**Dental Amalgam**” means a dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc;
18. “**Dental Amalgam Separator**” means any technology, or combination of technologies, designed to separate **Dental Amalgam** particles from dental operation **Sewage**;
19. “**Dewatering Activity**” means,
 - (1) taking water from a well or otherwise extracting **Groundwater**;

- (2) draining water from a permanent or temporary pond or other surface water body, whether natural or man-made;
 - (3) releasing water previously stored in a tank, tanker truck, vessel, or other means of water storage;
 - (4) the permanent or temporary alteration of a natural or pre-existing drainage pattern above or below ground; or
 - (5) any combination of the above-noted activities, where the water from such activity would be discharged to a **Sewage Works** and such activity is related to a construction, land development, renovation, repair, maintenance or demolition activity at a **Property**;
20. “**Director of Operations**” shall mean the person designated as the Director for the Department of Operations of the **City** or his or her designate;
 21. “**Director of Engineering**” shall mean the person designated as the Director for the Department of Engineering of the **City** or his or her designate;
 22. “**Director of Environmental Services**” shall mean the person designated as the Director for the Department of Environmental Services of the **City** or his or her designate;
 23. “**Discharge**” when used as a verb, includes add, deposit, emit, release or leak and, when used as a noun, includes addition, deposit, emission, release or leakage;
 24. “**Discharger**” includes a **Person**, a **Person** who is the owner, is in occupation of, or has charge, management or control of a **Property** that discharges **Sewage, Storm Water, Uncontaminated Water** or other **Substance** or thing to which this By-law applies to **Sewage Works**;
 25. “**Drain**” means a pipe, conduit or other similar equipment used to convey **Wastewater**;
 26. “**Easement**” means an interest in land owned by another **Person**, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose, but does not include an interest created by a license or a permit;
 27. “**Emergency**” means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to **Persons** or substantial damage to **Property** and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;
 28. “**Environmental Protection Act**” means the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended;
 29. “**Fee By-law**” means the **City’s** Fee By-law (No.2002-276), as amended;
 30. “**Fisheries Act**” means the *Fisheries Act*, R.S.C. 1985, c. F-14, as amended;
 31. “**Flammable Liquid**” means a liquid having a flash point below 37.8 degrees Celsius and a vapour pressure not more than 275.8 kPa (absolute) at 37.8 degrees Celsius as determined by the American Society for Testing and Materials D323-20a, “Standard Test Method for Vapor Pressure of Petroleum Products (Reid Method)”;
 32. “**Fuel**” includes alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable **Substance** intended for use as a fuel;
 33. “**Flow Capacity**” means the quantity of **Wastewater** measured in relation to units of time that is discharged into or through a **Grease Interceptor**;
 34. “**Flow Control Fitting**” means a device that controls **Flow Capacity**;

35. **“Food Sector Establishment”** means any premises, except premises used solely as a private residence, where food is cooked, processed, or prepared or otherwise handled in a manner that results in the **Discharge of Oil & Grease** into the **Sanitary Sewer**;
36. **“Grab Sample”** means a sample of a **Discharge** into a **Sewage Works**, which is collected over a period not exceeding 15 minutes;
37. **“Grease Interceptor”** means an **Interceptor** that separates, and then removes or retains **Oil & Grease** from **Wastewater** before the **Wastewater** is discharged into a sewer or **Sewage** facility. It uses two primary methods – “gravity” and “hydro-mechanical”;
38. **“Grit Interceptor”** means an **Interceptor** that separates and then removes or retains sand, grid or similar materials from **Wastewater** before the **Wastewater** is discharged into a sewer or **Sewage** facility;
39. **“Groundwater”** means subsurface water including water held in soil, in pores, cracks or crevices in rocks or as a free standing body beneath the existing ground surface;
40. **“Hauled Sewage”** includes **Sewage** which is removed from a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, a **Sewage** holding tank or any **Sewage** infrastructure and is transported for discharge, but does not include **Hauled Waste**;
41. **“Hauled Waste”** means liquid **Industrial** waste (as this term is defined by **Reg. 347**) that is transported for discharge and that must be transported with a manifest in accordance with **Reg. 347**, but does not include **Hauled Sewage**;
42. **“Hazardous Waste”** includes a waste that is an acute hazardous waste chemical, hazardous **Industrial** waste, hazardous waste chemical, corrosive waste, ignitable waste, pathological waste, reactive waste, radioactive waste, **PCB** waste, **Leachate** toxic waste or severely toxic waste, or any combination thereof, each as defined by **Reg. 347**;
43. **“Industrial”** means lands, buildings or structures used or designed or intended for use activities involving the manufacturing, processing, fabrication, storage, transportation, distribution or wholesaling of goods and services;
44. **“Institutional”** means lands, buildings or structures used or designed or intended for use by an organized body, society, health care organization or religious group and shall include, without limiting the generality of the foregoing, places of worship, senior’s residences and special care facilities;
45. **“Interceptor”** means a receptacle that is designed and installed to prevent **Oil & Grease**, sand or other materials from passing into **Sewage Works**. It includes **Grease Interceptor, Oil Interceptor, Grit Interceptor, Sediment Interceptor**, etc.
46. **“Land Drainage Works”** includes a **Drain** constructed by any means which is owned by the **City** and is located within the limits of a public road allowance or other public lands or public land interests held for public utility purposes which may or may not connect to a **Storm Sewer**, or a **Drain** constructed by any means that connects directly or indirectly to a **City’s Storm Sewer** or any other **Sewage Works**;
47. **“Leachate”** means the liquid produced by water or other liquids percolating through waste or by liquid in the waste;
48. **“Maintenance Access Hole”** means an access point in a sewer **Connection** to a **Sewage Works** that allows for the observation, monitoring, sampling, flow

measurement and other related activities of the **Sewage, Storm Water, Uncontaminated Water** or other **Substance** therein;

49. “**Municipal Act**” means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended or any successor thereof;
50. “**Municipal Sewer Connection**” means that part of any **Drain** leading from the **Private Sewer** and connected to the **Sewage Works** and located within the limits of the public road allowance, or other public lands or public land interests held for public utility purposes;
51. “**Natural Environment**” means the air, land and water, or any combination or part thereof;
52. “**Non-Contact Cooling Water**” means water that is used in an **Industrial** process, for the purpose of removing heat, that has not come into contact with any raw material, intermediate product, waste product or finished product of the **Industrial** process other than heat, but does not include **Blowdown water**;
53. “**Officer**” means a Person designated by the **City** for the enforcement of by-laws and includes, but is not limited to, a Municipal Law Enforcement Officer, a Provincial Offences Officer, a police officer, or any other **Person** authorized to enforce this By-law;
54. “**Oil & Grease**” includes any material recovered as a **Substance** soluble in solvent as described in **Standard Methods** for oil and grease;
55. “**Oil & Grease (Mineral & Synthetic)**” means an organic **Substance** or **Substances** recoverable by the partition-gravimetric silica gel absorption procedure set out in the **Standard Methods** and includes, but is not limited to, non-polar petroleum hydrocarbons;
56. “**Oil & Grease (Animal & Vegetable)**” means insoluble organic fat, oil and grease from animal or vegetable sources;
57. “**Oil Interceptor**” means an **Interceptor** that separates, and then removes or retains the liquid oil from **Wastewater** before the **Wastewater** is discharged into a sewer or **Sewage** facility;
58. “**Order**” includes an Order made under this By-law or the **Municipal Act**. Order includes Notice, Work Order, Order to Comply, and Order to Discontinue;
59. “**Ontario Building Code**” means Ontario Regulation 332/12, of the **Building Code Act**, 1992, S.O. c.23, as amended;
60. “**Ontario Water Resources Act**” means the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, as amended;
61. “**PCBs**” means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them and includes PCB waste as defined by R.R.O. 1990, Reg. 362 (Waste Management – **PCBs**) made under the **Environmental Protection Act**, as amended;
62. “**Person**” includes an individual, association, organization, partnership, municipality or other corporation and includes an agent or employee of any of them;
63. “**Pesticide**” means a pesticide as defined by and regulated under the *Pesticides Act*, R.S.O. 1990, c. P.11, as amended;
64. “**pH**” means the logarithm of the reciprocal of the concentration of hydrogen ions in grams per litre of solution;

65. “**Phenolic Compounds**” means those hydroxyl derivatives of benzene, or its condensed nuclei, which can be identified by the 4-Aminoantipyrine method in accordance with **Standard Methods**, or the Gibbs procedures, as set out in the **Standard Methods**;
66. “**Pollution Prevention**” means the use of processes, practices, materials or products that avoid, reduce or control pollution, which may include recycling, treatment, process changes, control mechanisms, efficient use of resources and material substitution;
67. “**Pollution Prevention Plan**” means a detailed plan that identifies operation or activities of a **Discharger** and identifies specific **Pollution Prevention** methods to be implemented within a specific timeframe;
68. “**Pre-Treatment**” means the reduction, elimination or alteration of pollutants in **Sewage** or **Storm Water** prior to discharge into a **Sewage Works**. This reduction 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;
69. “**Private Sewer**” means that part of any **Drain** or system of **Drains**, including **Drains** or **Subsurface Drainage Pipe** for surface or subsurface drainage of the land in or adjacent to a building lying within the limits of the private lands and leading to a **Municipal Sewer Connection** whose responsibility for maintenance is the **Property owner’s**;
70. “**Private Sewage Disposal System**” means a **Sewage** system that is not owned and operated by the Crown, a municipality or an organization acceptable to the Ministry of the Environment, Conservation and Parks’ Director who is responsible for issuing a Certificate of Approval under the **Ontario Water Resources Act**, R.S.O. 1990, c. O.40. It includes any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of **Sewage**;
71. “**Property**” means any land, whether vacant or occupied by a building or structure and includes such building or structure or part of a building or structure, and all mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected and includes a **Site**;
72. “**Reg. 347**” means R.R.O. 1990, Reg. 347 (General – Waste Management) made under the **Environmental Protection Act**, as amended;
73. “**Roof Water Leader**” means a pipe that is installed to carry **Storm Water** from a roof to a storm building **Drain**, or other place of disposal;
74. “**Sediment Interceptor**” means a device or structure that is utilized to separate sediment from the **Discharge**. It can include catch-basin sumps or manufactured oil/grit separators;
75. “**Salt Water**” in this By-law means water in a swimming pool or hot tubs/spas or wading pools which has dissolved salts, such as, but not limited to sodium chloride;
76. “**Sanitary Sewer**” means any part of the **Sewage Works** that is intended to collect and convey **Sewage** to a sewage treatment facility;
77. “**Sewage**” or “**Wastewater**” means any liquid containing organic, inorganic, animal, vegetable or mineral matter in solution or in suspension, including floating materials, but does not include **Storm Water** or **Uncontaminated Water** alone;

78. “**Sewage Works**” means any works owned by the **City** used for the collection, transmission, treatment or disposal of **Sewage, Storm Water** or **Uncontaminated Water** and includes a **Sanitary Sewer, Storm Sewer** and **Land Drainage Works**; but does not include plumbing to which the *Building Code Act, 1992* applies;
79. “**Site**” means a **Property** where a business activity takes place that is capable of discharging to a **Sewage Works**;
80. “**Spill**” means a **Discharge** of any **Substance** to a **Sewage Works** or to the **Natural Environment** which is abnormal in quantity or quality in light of all the circumstances of the **Discharge**;
81. “**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, as amended from time to time;
82. “**Storm Sewer**” means any part of the **Sewage Works** that is intended to collect and convey **Storm Water, Uncontaminated Water**, surface runoff or drainage from land or from a **Watercourse** or any combination thereof;
83. “**Storm Water**” includes water from rainfall or other precipitation or from the melting of snow or ice;
84. “**Subsurface Drainage Pipe**” means a pipe that is installed underground to intercept and convey subsurface water, and includes foundation **Drain** pipes;
85. “**Substance**” means any physical matter, whether solid, liquid or gas;
86. “**Surcharge Agreement**” means an agreement that the Regional Municipality of York, at its discretion, may enter into with a **Discharger** to permit the **Discharge** of **Sewage** into its sanitary transmission sewer and **Sewage** treatment plant that would otherwise be prohibited by this By-law. A **Surcharge Agreement** is only made with respect to the certain parameters to the certain extent of concentrations in **Sewage**;
87. “**Uncontaminated Water**” means water with a level of quality which is typical of potable water normally supplied by the **City** or whose quality does not exceed the values in “Table 2 – Limits for Storm Sewer Discharge”;
88. “**Vehicle and Equipment Service Operation**” means any business where vehicles and equipment are repaired, lubricated or maintained and discharge non-domestic **Wastewater** into the **Sanitary Sewer**;
89. “**Vehicle Wash Operation**” means any business that operates a vehicle washing area and discharges sand, grit or similar materials into the **Sanitary Sewer**;
90. “**Waste Radioactive Prescribed Substances**” means uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds and such other **Substances** as the Canadian Nuclear Safety Commission, or its successor, may designate as being capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy;
91. “**Watercourse**” means an open channel, ditch or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently;
92. “**Wye Sewer Connection**” means a single **Private Sewer** pipe which is intended to service two **Properties**;
93. “**Wetted Height**” means the depth from the static water line to the bottom of an **Interceptor**.

2. Administration

2.1 Subject to the terms of this or other By-laws, or the directions of **Council**:

2.1.1. Administration of this By-law shall be by the **Director of Environmental Services**, by the **Director of Engineering** and by the **Director of Operations**;

2.1.2. Enforcement of this By-law shall be by **Officers** appointed for the purpose of enforcing the provisions of this By-law, which shall include the following:

1. any staff designated or delegated by the **Director of Environmental Services**; the **Director of Engineering** or the **Director of Operations**;

3. Sanitary Sewer Requirements

3.1 Prohibition of Discharge into Sanitary Sewers

No **Person** or **Discharger** shall discharge or cause or permit the **Discharge** of a **Substance** to a **Sanitary Sewer** in circumstances where,

3.1.1. to do so may cause or result in,

1. a health or safety hazard to a **Person** authorized to inspect, operate, maintain, repair or otherwise work on, in or around a **Sewage Works**; or
2. a hazard or other adverse effect, to any **Person**, animal, **Property**, vegetation or the **Natural Environment**; or
3. an offence under the **Ontario Water Resources Act** or the **Environmental Protection Act** or any regulation made thereunder; or
4. **Biosolids** from the **Sewage Works** which **Sewage** discharges to, failing to meet the requirements set out in the Nutrient Management Act, 2002, S.O.2002, c.4 or a regulation thereunder, as amended; or
5. dyes or colouring materials to pass through a **Sewage Works** which could discolour the **Sewage Works** effluent; or
6. interference with the inspection, operation, maintenance or repair of a **Sewage Works** or which may impair or interfere with any **Sewage** treatment process; or
7. an offensive odour to emanate from the **Sewage Works** that is detectable within the vicinity of the **Sewage Works**, and includes, without limiting the generality of the foregoing, **Sewage** containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantities as may cause an offensive odour; or
8. damage to a **Sewage Works** or any part thereof; or
9. an obstruction or restriction to the flow in the **Sanitary Sewer**;

3.1.2. the **Sewage** has or exhibits,

1. a **pH** less than 6.0 or greater than 10.5; or
2. two or more separate liquid layers; or
3. a temperature greater than 60 degrees Celsius;

3.1.3. the **Sewage** contains or is likely to contain,

1. **Combustible Liquid**; or
2. **Flammable Liquid**; or
3. **Fuel**; or
4. **Hauled Sewage**, or
5. **Hauled Waste**, or
6. **Hazardous Waste**; or
7. **PCBs**; or
8. a **Pesticide**; or
9. **Waste Radioactive Prescribed Substances**; or
10. **Leachate**; or
11. a liquid or material resulting from the pump-out or cleaning of a catch-basin, **Sediment Interceptor**, or **Maintenance Access Hole**, except where any grit or other contaminants have been removed or reduced to levels acceptable to the **City**, and the prior written approval for the **Discharge** has been obtained from the **City** under section 3.2.2; or
12. any quantity of matter capable of obstructing the flow in or interfering with the proper operation of any part of the **Sewage Works** and without limiting the generality of the foregoing, any such quantity of ashes, cinders, garbage, sand, straw, mud, shavings, metal, glass, rags, feathers, plastic, wood, cellulose, oil, fat and grease of animal or vegetable origin, oil grease and tar of mineral origin; or
13. **Sewage** containing animal waste, and without limiting the generality of the foregoing, containing intestines, stomach casings, intestinal contents, hides, hooves, toenails, horns, bones or poultry heads or **Sewage** containing hair, wool, fur, feathers, paunch manure or fleshings in a quantity sufficient to interfere with the proper operation of the **Sewage Works**; or
14. any contaminant at a concentration that exceeds any one or more of the limits in Table 1 as set out in Schedule “A” of this By-law, entitled “Limits for Sanitary Sewer Discharge”, except where the **Discharge** is proceeding under and carried out in accordance with and only to the extent expressly permitted by all terms and conditions of a **Surcharge Agreement, Compliance Program or Pollution Prevention Plan** which has been previously authorized or approved in writing by the **City** and/or the Regional Municipality of York with respects to applicable section, prior to the **Discharge** in accordance with the provisions of this By-law.

3.1.4. the **Discharge** is **Storm Water, Non-Contact Cooling Water**, water from a **Dewatering Activity**, or **Uncontaminated Water**.

3.2 Request and Approval of Special Discharge into Sanitary Sewer

3.2.1. Notwithstanding section 3.1.4 of this By-law, the **City**, in its sole discretion, may give prior written approval for a temporary **Discharge** of a

1. **Storm Water**, or
2. **Non-Contact Cooling Water**, or
3. water from a **Dewatering Activity**, or

4. **Uncontaminated Water,**

to a **Sanitary Sewer**, where,

1. the **Discharge** is requested as a result of a situation that the **City**, in its sole discretion, considers to be an **Emergency**; or
2. in the case of a proposed building, no **Storm Sewer** exists adjacent to the building; or
3. in the case of an existing building, no **Storm Sewer Connection** exists to the building.

3.2.2. The **City**, in its sole discretion, may approve a **Discharge** described in section 3.2.1 or Section 3.1.3(11) on such terms and conditions as it may deem appropriate, including terms and conditions in respect of protecting the **Sewage Works** and other infrastructure, compensating the **City** for costs related to the extra maintenance or repair of the **Sewage Works** and facilitating administration of the approval. To assess a proposed **Discharge** under section 3.2.1 or 3.1.3(11), the **City** must be provided with,

1. written request to the **City** for the proposed **Discharge** which includes,
 - a. the reason for the need for special **Discharge**;
 - b. the volume of water to be discharged;
 - c. the location of the water source;
 - d. the address of the **Property** where the water is being used and from which it is being discharged; and
 - e. the details of the proposed **Discharge** plan;
2. a copy of a valid *Permit to Take Water* issued by the Ministry of the Environment, Conservation and Parks in respect of taking the water that would be discharged, where such *Permit to Take Water* is required by the **Ontario Water Resources Act**;
3. a copy of approval from other appropriate government agencies if applicable; and
4. payment for any application fees for reviewing a request for a **Discharge** under this section that may be imposed by the **City**.

3.2.3. For the purposes of this Part, the **City** may require a **Person** to provide plans, specifications, reports, studies, data, analytical results, documentation or other information to the satisfaction of the **City** to assess whether or not an actual or potential **Discharge** may or could interfere with the **City's Sanitary Sewer** and contravene Part 3 of this By-law.

4. **Storm Sewer Requirements**

4.1 Prohibition of Discharge into Storm Sewers

No **Person** or **Discharger** shall discharge or cause or permit the **Discharge** of a **Substance** to a **Storm Sewer** or to **Land Drainage Works** in circumstances where,

- 4.1.1. the **Discharge** is not **Storm Water** or not **Uncontaminated Water** in accordance with this By-law;
- 4.1.2. the **Discharge** may cause or result in,
 1. a health or safety hazard to a **Person** authorized to inspect, operate, maintain, repair or otherwise work on, in or around a **Storm Sewer**; or
 2. interference with the proper operation of a **Storm Sewer** or **Land Drainage Works**; or
 3. an obstruction or restriction to a **Storm Sewer** or **Land Drainage Works** or the flow therein; or
 4. damage to a **Storm Sewer** or **Land Drainage Works**; or
 5. a hazard or other adverse effect to any **Person**, animal, **Property**, vegetation or the **Natural Environment**; or
 6. impairment of the quality of any water including water in any well, aquifer, lake, river, pond, spring, stream, reservoir or other **Watercourse**; or
 7. an offence under the ***Ontario Water Resources Act***, the ***Environmental Protection Act*** or the ***Fisheries Act*** with respect to the **Storm Sewer** or **Land Drainage Works** and/or the direct or indirect **Discharge** from the **Storm Sewer** or **Land Drainage Works** into any **Watercourse**;
 8. not satisfying criteria for discharging to environmentally sensitive **Water Courses**.
- 4.1.3. the water has or exhibits,
 1. two or more separate liquid layers; or
 2. a visible film, sheen or discoloration; or
 3. a temperature greater than 40 degrees Celsius; or
 4. a **pH** less than 6.0 or greater than 9.0;
- 4.1.4. the water contains, or is likely to contain,
 1. **Blowdown Water**; or
 2. **Contact Cooling Water**; or
 3. water from a **Dewatering Activity**; or
 4. **Combustible Liquid**; or
 5. **Flammable Liquid**; or
 6. floating debris; or
 7. **Fuel**; or
 8. **Oil and/or Grease**; or
 9. **Hauled Sewage**; or
 10. **Hauled Waste**; or
 11. **Hazardous Waste**; or
 12. **PCBs**; except where the **Discharge** is proceeding in accordance with a valid approval or equivalent legal instrument, permission or order which has been

issued to the **Person** by a federal authority and/or Ontario ministry or regulatory body expressly authorizing the **Discharge** to the **City's** satisfaction and the **Person** is complying with all terms and conditions; or

13. **Pesticides**; or
14. **Sewage**; or
15. **Waste Radioactive Prescribed Substances**; or
16. **Leachate**; or
17. a **Substance** from raw materials, intermediate or final materials, used or produced in, through or from an **Industrial** process; or
18. a **Substance** used in the operation or maintenance of a **Site**; or
19. any contaminant at a concentration that exceeds any one or more of the limits in Table 2 as set out in Schedule "A" of this By-law, entitled "Limits for Storm Sewer Discharge"; or
20. a liquid or material resulting from the pump-out or cleaning of a catch-basin, **Sediment Interceptor**, or **Maintenance Access Hole**.

4.2 Request and Approval of Special Discharge into Storm Sewers

- 4.2.1. Notwithstanding sections 4.1.1 and 4.1.4(3) of this By-law, the **City**, in its sole discretion, may give a prior written approval for a **Discharge** of water from a **Dewatering Activity**, to a **Storm Sewer** or **Land Drainage Works** on such terms and conditions as it may deem appropriate including but not limited to terms and conditions in respect of protecting the **Sewage Works**, other infrastructure and the **Natural Environment**, standards for parameters in the **Discharge**, volume of the **Discharge**, compensating the **City** for costs related to extra maintenance or repair of the **Sewage Works** and facilitating administration of the approval.
- 4.2.2. Where the **City** has given prior written approval for a **Discharge** in accordance with section 4.2.1, a **Person** may discharge water from a **Dewatering Activity** to a **Storm Sewer** or **Land Drainage Works** only to the extent permitted by and where the **Person** is complying with all terms and conditions of the prior written approval. To assess a proposed **Discharge** under section 4.2.1, the **City** must be provided with,
 1. written request to the **City** for the proposed **Discharge** which includes,
 - a. the reason for the need for special **Discharge**;
 - b. the volume of water to be discharged;
 - c. the location of the water source;
 - d. the description of location where the water is being used and from which it is being discharged; and
 - e. the details of the proposed **Discharge** plan;
 2. a copy of a valid *Permit to Take Water* issued by the Ministry of the Environment, Conservation and Parks in respect of taking the water that would be discharged, where such *Permit to Take Water* is required by the **Ontario Water Resources Act**;
 3. a copy of approval from other appropriate government agencies if applicable; and

4. payment for any application fees for reviewing a request for a **Discharge** under this section that may be imposed by the **City**.

4.2.3. For the purposes of this Part, the **City** may require the **Person** to provide plans, specifications, reports, studies, data, analytical results, documentation or other information to the satisfaction of the **City** that would enable the **City** to assess whether or not the actual or potential **Discharge** may or could interfere with the **City's Storm Sewer** or contravene Part 4 of this By-law.

5. Prohibition of Dilution

5.1 No **Person** or **Discharger** shall discharge or cause to permit the **Discharge** of a **Substance** into a **Sewage Works** in circumstances where water has been added to the **Discharge** for the purposes of dilution such that after dilution the **Discharge** does not contravene Part 3 or Part 4 of this By-law.

6. Discharger Information Request

6.1 A **Discharger** shall complete a **Discharger** Information Report form provided by the **City** and submit it to the **City** within 30 calendar days of written notification by the **City** that such report is required.

6.2 Where a **Discharger** is required by the **City** to complete a **Discharger** Information Report, the **Discharger** shall provide written notice of any change in the information requested in the **Discharger** Information Report a minimum of 30 calendar days prior to the effective date of such change. Such notice shall include pertinent details of any change to the operation, process, or **Pre-Treatment** facilities, and shall include any analyses of the **Sewage** and any other information related to the **Discharge** as may be required by the **City**.

7. Surcharge Agreement

7.1 Through an approved **Surcharge Agreement**, a **Discharger** will be allowed to discharge or deposit of **Sewage** containing parameters set by that **Surcharge Agreement** in excess of limits established by this By-law.

8. Compliance Program

8.1 A **Discharger** may submit to the **City**, or submit and resubmit where required by the **City**, a proposed **Compliance Program** to prevent, reduce or control a **Discharge** of **Sewage** which does not comply with the requirements of this By-law.

8.2 Upon receipt and review of a proposed **Compliance Program** pursuant to section 8.1, the **City**, at its sole discretion, may issue a **Compliance Program** approval with such terms and conditions the **City** deems to be appropriate for any **Discharge** which would otherwise not comply with this By-law. A non-compliant **Discharge** authorized under an approval is only authorized in the amount and to the extent set out in the approval, during the period of planning, design, construction and installation of facilities or works necessary to implement the approved **Compliance Program**.

8.3 The **City** may terminate the **Compliance Program** by giving written notice to the **Discharger**,

- 8.3.1. at any time where, in the opinion of the **City**, there is an immediate threat or danger to any Person, animal, the **Natural Environment, Property**, or vegetation, in which case the termination shall be effective immediately upon receipt of the written notice of termination by the **Discharger**;
- 8.3.2. at any time where, in the opinion of the **City**, the **Discharger** fails or neglects to implement or pursue implementation of the actions required under the approved **Compliance Program** or otherwise fails to comply with the terms and conditions of an approval, in which case the termination shall be effective immediately upon receipt of the written notice of termination.
- 8.4 Where required by the **City** pursuant to an approved **Compliance Program**, the **Discharger** shall install at the **Site**, and prior to the sampling point, a **Sewage Pre-Treatment** facility at the **Discharger's** expense and within specified timeframe.
- 8.5 A **Discharger** who is the subject of an approved **Compliance Program** in accordance with this Part shall not be prosecuted for a contravention under Part 3 of this By-law for the **Discharge of Sewage** to the extent set out in the approved **Compliance Program** during the term of the approved **Compliance Program**, provided that such **Discharge** is in compliance with the approved **Compliance Program**.
- 8.6 Where necessary, in the opinion of the **City**, the **Discharger** shall provide, at their expense, such **Pre-Treatments** as may be necessary to reduce objectionable characteristics or constituents to within the limits established by the By-law.
- 8.7 Plans, specifications and any other pertinent information related to proposed **Sewage Pre-Treatment** facilities shall be submitted for the approval of the **City** and no construction of such facilities shall be commenced until said approvals are obtained in writing.

9. Pollution Prevention Plan

- 9.1 The **City** may, by written notice, require a **Discharger** to develop a **Pollution Prevention Plan** for the **Discharge** of one or more of any of the parameters listed in Table 1 as set out in Schedule "A" of this By-law or any other parameter that may be designated by the **City** with respect to the **Site** from which the **Discharge** occurs, where,
 - 9.1.1. the **Discharger** is or has been non-compliant with Part 3 of this By-law;
 - 9.1.2. the **Discharger** is or has been non-compliant with Part 4 of this By-law;
 - 9.1.3. the **Discharger** is or has been in an approved **Compliance Program** with the **City**; or
 - 9.1.4. the **Discharger** is or has been responsible for one or more **Spill(s)** to a **Sewage Works**.
- 9.2 A **Pollution Prevention Plan** shall comply with any guidelines that the **City** may establish from time to time.
- 9.3 A **Pollution Prevention Plan** shall be completed by the **Discharger** and submitted to the **City** for approval within 6 calendar months of notification by the **City** that a **Pollution Prevention Plan** is required.
- 9.4 The **Discharger** shall keep a copy of the current approved **Pollution Prevention Plan** at the **Site** in respect of which it was prepared and shall make the approved **Pollution Prevention Plan** available for review by an **Officer** and, upon request, shall provide a copy

of the approved **Pollution Prevention Plan** in the requested manner and format at no charge to the **City**.

- 9.5 The **City** may exempt a **Discharger** from the requirements to develop a **Pollution Prevention Plan** where the **Discharger** has implemented and maintains a currently registered ISO 14001 Program which is accredited by the Standard Council of Canada or the Registrar Accreditation Board and which is currently accredited by a third party auditor. If such an exemption is made, the **Discharger** shall keep a copy of the registered ISO 14001 Program at the **Site** and shall make it available for review by an **Officer** and, upon request, shall provide a copy in the requested manner and format, at no charge to the **City**.

10. Sampling and Analytical Requirements

- 10.1 The **City**, by written notice, may require a **Discharger**, at the **Discharger's** expense, to monitor, sample and/or analyze, in accordance with the procedures and methods set out in **Standard Methods** and through an **Accredited Laboratory**, one or more **Discharges** from a **Site** and submit the analysis, results and/or the samples to the **City** by the date set out in the notice.
- 10.2 The **City** may establish non-compliance with this By-law on the basis of a **Grab Sample** or a **Composite Sample** of a **Discharge**, which may contain additives for its preservation, that may be collected manually or by using an automatic sampling device, and analyzed in accordance with the procedures and methods set out in **Standard Methods**.
- 10.3 For each of the metals whose concentration is limited in Table 1 or Table 2 of Schedule "A", the analysis shall be for the quantity of total metal, which includes all metal both dissolved and particulate.
- 10.4 Where there is no **Maintenance Access Hole** meeting the requirements of Part 18 of this By-law, the **City** may, by given a written notice to a **Discharger**, make use of an alternative device for the purpose of sampling a **Discharge** to the **Sewage Works**.

11. Spills

- 11.1 In the event of a **Spill** to a **Sewage Works**, the **Person** with charge, management or control of the **Substance** spilled or the **Person** who caused or permitted the **Spill** shall immediately notify the **City**, provide any information with respect to the **Spill** which the **City** advises or requires, and complete any work the **City** may require to mitigate the **Spill**.
- 11.2 Notwithstanding section 11.1, the **Person** who gave notice under that section shall do everything possible to stop and contain the **Spill**, protect the health and safety of the public and adjacent occupants, minimize damage to **Property**, protect the **Natural Environment**, mitigate actual and potential impacts, clean-up the **Spill** and remediate and restore the affected area to its condition prior to the **Spill** event.
- 11.3 Within 5 calendar days after the first occurrence of the **Spill**, the **Person** who gave notice under section 11.1 shall provide a written report on the **Spill** to the **City** containing information to the best of the **Person's** knowledge including,
1. location where the **Spill** occurred;
 2. name and phone number of the **Person** who reported the **Spill** and location where such **Person** can be contacted;
 3. date and time of **Spill**;
 4. **Substance** that was spilled;

5. physical and chemical characteristics of the spilled **Substance**;
 6. volume of the **Substance** spilled;
 7. duration of **Spill** event;
 8. any relevant information regarding the cause of the **Spill** or the circumstances surrounding the **Spill** event;
 9. work completed, in progress and/or to be undertaken to mitigate the **Spill**;
 10. preventative actions being taken to ensure the situation does not occur again; and
 11. impact of the **Spill** or any other information in relation to the **Spill** the **City** may indicate.
- 11.4 If a **Person** to whom this Part applies is not able to provide or otherwise does not provide all of the information required by sections 11.1 and 11.3, the **Person** shall take all reasonable steps to ascertain the missing information and provide it immediately to the **City**.
- 11.5 If a **Person** to whom this Part applies becomes aware that any information provided to the **City** pursuant to sections 11.1 and 11.3 was inaccurate or is no longer accurate, the **Person** shall immediately notify the **City** of the inaccuracy and provide corrected information.
- 11.6 The **Spill** reporting requirements set out in this Part are in addition to and do not replace any other reporting obligations imposed upon a **Person** by federal or provincial legislation.

12. Confidential Information

- 12.1 All information submitted to and collected by the **City** under the authority of this By-law, including but not limited to information contained in or obtained through **Discharger Information Reports, Pollution Prevention Plans, Compliance Programs, Surcharge Agreements**, applications, inspection, monitoring or sampling activities will, except where otherwise provided in this section, be available for disclosure to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act, 2001*, S.O. 2001, c. 25 ("MFIPPA"), as amended.
- 12.2 In the event that any **Person** is submitting information, in any form, to the **City** as required under this By-law where such information is confidential or proprietary or otherwise may be exempt from disclosure under MFIPPA, the **Person** submitting the information shall so identify that information upon its submission to the **City** and shall provide sufficient details as to the reason for its purported exemption from disclosure.

13. Dental Waste Amalgam Separators

- 13.1 Every **Person** who owns or operates a dental practice shall comply with the *Dentistry Act, 1991*, S.O. 1991, c. 24, and the regulations made thereunder, as amended from time to time, for the management and disposal of amalgam waste.
- 13.2 A maintenance schedule and record of maintenance shall be made available for review by an **Officer** and, upon request, a copy shall be provided to an **Officer** in the requested manner and format, at no charge to the **City**, for each **Dental Amalgam Separator** installed.

- 13.3 A record of inspection and any documentation certifying the installation of a **Dental Amalgam Separator** shall be provided to an **Officer** upon request and, upon request, a copy of the documentation shall be provided in the requested manner and format, at no charge to the **City**.

14. Grease Interceptors for Food Sector Establishment

- 14.1 Every owner or operator of a **Food Sector Establishment** shall take all necessary measures to ensure that **Oil & Grease** are prevented from discharging to,
- 14.1.1. a **Sanitary Sewer** in excess of the limits in Table 1 as set out in Schedule “A” of this By-law; or
- 14.1.2. a **Storm Sewer** or **Land Drainage Works**.
- 14.2 Every owner or operator of a **Food Sector Establishment** shall use **Grease Interceptors** in accordance with this By-law to separate **Oil & Grease** and then remove or retain such **Oil & Grease** from **Wastewater** before the **Wastewater** is discharged into a **Sanitary Sewer**.
- 14.3 The **City** may provide notice to require a **Discharger** to whom section 14.1 applies to install, operate and properly maintain a **Grease Interceptor**. The **Discharger** shall install, operate and properly maintain, in accordance with the requirements of this Part, a **Grease Interceptor** in any piping system at its **Site** that connects directly or indirectly to a **Sewage Works**.
- 14.4 Grease Interceptor Installation
- 14.4.1. No **Person** shall install a new **Grease interceptor** or replace an existing **Grease Interceptor** without obtaining a building permit from the **City’s** Building Department.
- 14.4.2. All **Grease Interceptors** shall be installed in compliance with the current requirements of the **Building Code Act** and its regulations.
- 14.4.3. Unless approved by the **City**, all required **Grease Interceptors** must be either certified or assembled in accordance with CAN/CSA-B481 “Grease Interceptors” standards.
- 14.4.4. All **Grease Interceptors** shall be installed in a location that is easily accessible for regular inspection and maintenance.
- 14.4.5. All **Flow Control Fittings** used in **Grease Interceptors** must be accessible and must not be removed, altered, or disassembled.
- 14.5 Fixture Connections
- 14.5.1. The following fixtures in a **Food Sector Establishment** shall be connected to a Grease Interceptor:
1. sinks used for washing pots, pans, dishes, cutlery and kitchen utensils;
 2. **drains** servicing **Commercial** cooking equipment;
 3. **drains** serving self-cleaning exhaust hoods installed over commercial cooking equipment;
 4. any other fixture that discharges **Wastewater** containing **Oil & Grease**.

14.5.2. The following fixtures in a **Food Sector Establishment** may be connected to a Grease Interceptor:

1. floor **drains**;
2. mop sinks;
3. garbage disposal **drains**;
4. **Drains** serving a garbage compactor used to compact garbage that may contain or be contaminated with **Oil & Grease**.

14.5.3. The following fixtures in a **Food Sector Establishment** shall not be connected to a Grease Interceptor:

1. toilets and urinals;
2. sinks and/or plumbing fixtures that do not discharge, contain or handle any **Oil & Grease**.

14.5.4. Food Preparation Equipment

Food grinders, potato peelers and other similar equipment used in the preparation of food must be connected to a solids **Interceptor** prior to being connected to a **Grease Interceptor** if **Wastewater** discharged from such food preparation equipment contains or may be contaminated with **Oil & Grease**.

14.5.5. Dishwashers

When a **Grease Interceptor** is required to service a dishwasher,

1. it shall be a dedicated **Grease Interceptor**; or
2. it shall have sufficient **Flow Capacity** to accept the maximum **Discharge** of all connected **Oil & Grease** discharging from plumbing fixtures; or
3. a pre-rinse sink shall be installed at the inlet to the dishwasher and the pre-rinse sink shall be connected to a properly sized **Grease Interceptor**.

14.6 Grease Interceptor Sizing

14.6.1. A **Grease Interceptor** must have sufficient **Flow Capacity** to separate, and then remove or retain **Oil & Grease** from the **Wastewater** in compliance with this By-law.

14.6.2. The maximum amount of **Wastewater** of all plumbing fixtures connected to a **Grease Interceptor** must not exceed the **Grease Interceptor's** maximum **Flow Capacity**.

14.6.3. A **Grease Interceptor** must be sized in accordance with the **Ontario Building Code**, CAN/CSA-B481 "Grease Interceptors" standards or sizing methodology approved by the **City**.

14.7 Grease Interceptor Maintenance

14.7.1. Every owner or operator of a **Food Sector Establishment** shall ensure all **Grease Interceptors** are maintained in a full operational and effective condition in accordance with the requirements of CAN/CSA-B481 "Grease Interceptors" standards and manufacturer's instructions.

14.7.2. Maintenance Frequency:

Unless otherwise specified by the **City**, all **Grease Interceptors** must be inspected and cleaned at least once every 4 weeks and more frequently if one of the following occurs:

1. the depth of the organic material and solids residuals in the **Grease Interceptor** exceeds 25% of the **Grease Interceptor's** liquid volume;
2. the **Discharge of Oil & Grease** from the facility exceeds the limits set out in this By-law; or
3. as required by the **City**.

14.7.3. Maintenance Requirements:

A **Grease Interceptor's** inspection and cleaning shall include:

1. Evacuating the entire **Grease Interceptor**;
2. Clearing all inlet, outlet and air relief ports of any obstructions or other matter that may interfere with the proper functions of the **Grease Interceptor**;
3. Examining all baffles, seals, and internal components for damage and other defects or conditions that may interfere with the proper functions of the **Grease Interceptor**;
4. Replacing or Repairing any damaged components and other defects or conditions that may interfere with the proper functions of the **Grease Interceptor**;
5. **Oil & Grease** removed from the **Grease Interceptor** during inspection and cleaning must not directly or indirectly be discharged, in any form or manner, into the environment or into any **Sanitary Sewer** or **Storm Sewer**.

14.7.4. No **Person** shall discharge, cause, or permit the **Discharge** of emulsifier to a **Grease Interceptor**.

14.7.5. No **Person** shall use or cause or permit the use of enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of **Oil & Grease** through a **Grease Interceptor**.

14.8 Grease Interceptor Maintenance Records

14.8.1. Every owner or operator of a **Food Sector Establishment** shall keep the following inspection and maintenance records at the **Site** for a minimum of 2 years:

1. date of inspection or maintenance;
2. the percentage of **Oil & Grease** in the **Grease Interceptor** at time of inspection or maintenance;
3. the maintenance activities performed;
4. the quantity of material removed from the **Grease Interceptor** during maintenance;
5. the disposal location of the material removed from the **Grease Interceptor** during maintenance;
6. the name of **Person** that performed the inspection or maintenance.

14.8.2. Submission to the City:

1. Every owner or operator of a **Food Sector Establishment** must submit the copy of their **Grease Interceptor** inspection and maintenance records to the **City** in the manner and format prescribed by the **City** and at no charge to the **City**.
2. Every owner or operator of a **Food Sector Establishment** must provide those inspection and maintenance records for each **Grease Interceptor** to the **Officer** upon request at the **Site**.

14.9 Where the owner or operator of a **Food Sector Establishment** fails to adequately maintain the **Grease Interceptor** to the satisfaction of the **City**, the **City** may require **Oil & Grease** alarms and sensors or such other device to be installed at the **Site**, which the **Discharger** shall then install at its expense, in accordance with specifications of CAN/CSA-B481 "Grease Interceptors" standards.

15. Oil Interceptors for Vehicle and Equipment Service Operation

15.1 Every owner or operator of a **Vehicle and Equipment Service Operation** shall take all necessary measures to ensure that **Oil and Grease** are prevented from discharging to

15.1.1. A **Sanitary Sewer** in excess of the limits in Table 1 as set out in Schedule "A" of this By-law; or

15.1.2. a **Storm Sewer** or **Land Drainage Works**.

15.2 Every owner or operator of a **Vehicle and Equipment Service Operation** shall install, operate and properly maintain, in accordance with the requirements of this Part, an **Oil Interceptor** in any piping system at its **Site** that connects directly or indirectly to a **Sanitary Sewer**.

15.3 Oil Interceptor Installation

15.3.1. No **Person** shall install a new **Oil Interceptor** or replace an existing **Oil Interceptor** without obtaining a building permit from the **City's** building Department.

15.3.2. Each **Oil Interceptor** required to be installed under this Part shall be installed in compliance with the current requirements of the **Building Code Act** and its regulations.

15.3.3. All non-domestic **Wastewater** from the operation shall flow into the **Oil Interceptors**. Non-domestic **Wastewater** is from sources other than washrooms and kitchen facilities.

15.3.4. The **Oil Interceptor** shall be easily accessible and ease for inspection and clean out.

15.4 Oil Interceptor Maintenance

15.4.1. Every owner or operator of a **Vehicle and Equipment Service Operation** shall ensure all **Oil Interceptors** are maintained in good working order, and as recommended by the Canadian Fuels Association, including but not limited to the requirements that every **Oil Interceptor** shall,

1. be inspected at least once every 3 months by measuring the depth of the bottom sludge and the depth of the floating oil to ensure that:

- a. the depth of the bottom sludge does not exceed the lesser of 15 cm or 25% of the **Wetted Height** of the **Oil Interceptor**, and
 - b. the depth of the floating oil does not exceed the lesser of 5 cm or 5% of the **Wetted Height** of the **Oil Interceptor**.
2. be cleaned out within 7 calendar days if the depth of the bottom sludge or the depth of floating oil exceeds the criteria in 15.4.1.1 above;
 3. be cleaned out at least once every 12 months regardless of the depth of bottom sludge or the depth of floating oil;
 4. clean-out shall be done by a waste carrier approved by the Ministry of the Environment, Conservation and Parks;
 5. all oil or sludge cleaned out from the **Oil Interceptor** shall be transported to a receiving facility approved by the Ministry of the Environment, Conservation and Parks;
 6. the maintenance requirements be posted at the **Site** in a conspicuous location and in proximity to the **Oil Interceptor**.
- 15.4.2. No **Person** shall discharge or cause or permit the **Discharge** of emulsifier to a **Sewage Works**.
- 15.4.3. No **Person** shall use or cause or permit the use of hot water, detergents, solvents, or other chemical agents to facilitate the passage of **Oil & Grease** through an **Oil Interceptor**.

15.5 Oil Interceptor Maintenance Record

- 15.5.1. Every owner or operator of a "Vehicle and Equipment Service" Operation shall keep the following inspection and maintenance records at the **Site** for a minimum of 2 years:
1. date of inspection and maintenance;
 2. description of inspection and maintenance;
 3. measured depth of bottom sludge;
 4. measured depth of floating material;
 5. the type and quantity of material removed from the **Oil Interceptor**;
 6. the disposal location of the material removed from the **Oil Interceptor**;
 7. the name of **Person** that performed inspection or maintenance.
- 15.5.2. Every owner or operator of a **Vehicle and Equipment Service Operation** must provide the maintenance schedule and record of maintenance for each **Oil Interceptor** to an **Officer** upon request; and
- 15.5.3. Upon request, a copy of the **Oil Interceptor** maintenance records shall be provided to an **Officer** in the manner and format requested by the **City** and no charge to the **City**.

- 15.6 Where an owner or operator of a **Vehicle and Equipment Service Operation** fails to adequately maintain the **Oil Interceptor** to the satisfaction of the **City**, the **City** may require an alarmed monitoring device or such other device be installed at the expense of the owner or operator of a **Vehicle and Equipment Service Operation**.

16. Grit Interceptors for Vehicle Wash Operation

16.1 Every owner or operator of a **Vehicle Wash Operation** shall take all necessary measures to ensure that sand, grit or similar materials are prevented from discharging to

16.1.1. a **Sanitary Sewer** in excess of the limits in Table 1 as set out in Schedule “A” of this By-law; or

16.1.2. a **Storm Sewer** or **Land Drainage Works**.

16.2 Every owner or operator of a **Vehicle Wash Operation** shall install, operate and properly maintain, in accordance with the requirements of this Part, a **Grit Interceptor** in any piping system at its **Site** that connects directly or indirectly to a **Sanitary Sewer**.

16.3 Grit Interceptor Installation

16.3.1. No **Person** shall install a new **Grit interceptor** or replace an existing **Grit Interceptor** without obtaining a building permit from the **City’s** building Department.

16.3.2. Each **Grit Interceptor** required to be installed under this Part shall be installed in compliance with the current requirements of the **Building Code Act** and its regulations.

16.3.3. All **Wastewater** from the washing area shall flow into the **Grit Interceptors**.

16.3.4. The **Grit Interceptor** shall be easily accessible and ease for inspection and clean out.

16.4 Grit Interceptor Maintenance

16.4.1. Every owner or operator of a **Vehicle Wash Operation** shall ensure all **Grit Interceptors** are maintained in good working order, and as recommended by the Canadian Fuels Association, including but not limited to the requirements that every **Grit Interceptor** shall,

1. be inspected every month by measuring the depth of the bottom sludge. And the depth of the bottom sludge shall not exceed 75% of the **Wetted Height** of the **Grit Interceptor**;
2. be cleaned out within 7 calendar days if the depth of the bottom sludge exceeds the criteria;
3. be cleaned out regardless of the depth of the bottom sludge:
 - a. at least once every 6 months if it does not have a “3 compartments” structure, or
 - b. at least once every 12 months if it has a “3 compartments” structure.
4. clean-out shall be done by a waste carrier approved by the Ministry of the Environment, Conservation and Parks;
5. all sludge cleaned out from the **Grit Interceptor** shall be transported to the receiving facilities approved by the Ministry of the Environment, Conservation and Parks;
6. have the maintenance requirements posted at the **Site** in a conspicuous location and in proximity to the **Grit Interceptor**.

16.5 Grit Interceptor Maintenance Records

16.5.1. Every owner or operator of a **Vehicle Wash Operation** shall keep the following inspection and maintenance records at the **Site** for a minimum of 2 years:

1. date of inspection and maintenance;
2. description of inspection and maintenance;
3. measured depth of bottom sludge;
4. measured depth of floating material;
5. the type and quantity of material removed from the **Grit Interceptor**;
6. the disposal location of the material removed from the **Grit Interceptor**;
7. the name of **Person** that performed inspection or maintenance.

16.5.2. Every owner or operator of a **Vehicle Wash Operation** must provide the maintenance schedule and record of maintenance for each **Grit Interceptor** to an **Officer** upon request; and

16.5.3. Upon request, a copy of the **Grit Interceptor** maintenance records shall be provided to an **Officer** in the manner and format requested at no charge to the **City**.

16.6 Where an owner or operator of a **Vehicle Wash Operation** fails to adequately maintain the **Grit Interceptor** to the satisfaction of the **City**, the **City** may require an alarmed monitoring device or such other device be installed at the expense of the owner or operator of a **Vehicle Wash Operation**.

17. Sediment Interceptors for Storm Sewer

17.1 Where sediment may be discharged to a **Sewage Works** from the **Site** of a **Discharger**, including but not limited to **Sites** using a ramp **Drain** or area **Drain**, the **Discharger** shall take all necessary measures to ensure that such sediment is prevented from discharging to,

17.1.1. a **Sanitary Sewer** in excess of the limits in Table 1 as set out in Schedule “A” of this By-law; or

17.1.2. a **Storm Sewer** in excess of the limits in Table 2 as set out in Schedule “A” of this By-law.

17.2 A **Discharger** shall ensure any catch-basin installed on its **Site** for the purpose of collecting **Storm Water** and carrying it into a **Storm Sewer** or **Land Drainage Works** is equipped with a **Sediment Interceptor** and the installation of each catch-basin shall comply with the **City**'s standard construction specifications and drawings.

17.3 A **Discharger** shall ensure that all **Sediment Interceptors** are maintained in good working order, including the requirements that every **Sediment Interceptor** shall be,

17.3.1. maintained in accordance with the manufacturer's guidance and recommendations; and

17.3.2. inspected regularly to ensure performance is maintained to the manufacturer's specifications.

17.4 The **Discharger** must provide the maintenance schedule and the record of maintenance for each **Sediment Interceptor** to an **Officer** upon request, a copy shall be provided to an **Officer** in the requested manner and format at no charge to the **City**, and must keep

documentation of **Sediment Interceptor** clean-out and sediment disposal at the **Site** for a minimum of 2 years.

18. Maintenance Access Holes

- 18.1 A **Discharger** of **Commercial, Institutional** or **Industrial** premises or multi-residential buildings with one or more **Municipal Sewer Connections** to a **Sewage Works**, at the **Discharger's** expense, shall install or cause to install a **Maintenance Access Hole** for each **Municipal Sewer Connection** for the purpose of observation, sampling, maintenance, flushing, and measurement of the flow of **Discharges** therein in accordance with the requirements of this Part.
- 18.2 Notwithstanding section 18.1, where the installation of a **Maintenance Access Hole** is not possible or is not acceptable to the **City**, an alternative device may be substituted with the prior written approval of the **City**.
- 18.3 A **Maintenance Access Hole**, or an alternative device shall be,
- 18.3.1. located on the **Property** line of the **Discharger's Site**, unless the **City** provides written approval for a different location;
- 18.3.2. designed and constructed in accordance with good engineering practice, in a manner acceptable to the **City**.
- 18.4 If a **Maintenance Access Hole**, or an alternative device for the purposes identified in section 18.1 is installed on the **Property** line, the **City** shall take its ownership and be responsible for its maintenance.
- 18.5 If a **Maintenance Access Hole**, or an alternative device for the purposes identified in section 18.1 is installed on the private side, a **Discharger** shall maintain it in good working condition and, when necessary, shall replace a **Maintenance Access Hole**, alternative device or facility, at the **Discharger's** expense. It shall be accessible at any time to the **City** for the purpose of observation, sampling and measurement of the flow of **Discharges** therein.

19. Private Sewage Disposal Systems

- 19.1 No **Person** shall construct or maintain any **Private Sewage Disposal System**, except in accordance with Section 19 of this by-law.
- 19.2 Where no **Sanitary Sewer** exists adjacent to a **Property**, the building sewer shall be connected to a **Private Sewage Disposal System** to contain the **Sewage**. The **Private Sewage Disposal Systems** shall be installed and maintained in compliance with **Ontario Building Code** and all other applicable legislation, regulations and by-laws.
- 19.3 The owner or occupier of such **Property** shall operate and maintain the **Private Sewage Disposal Systems** in a sanitary manner at all times and at no expense to the **City**.
- 19.4 At such time as a **Sanitary Sewer** becomes available to a **Property** served by a **Private Sewage Disposal System**, if notice has been given by the **City**, a direct **Connection** to the **Sanitary Sewer** shall be made in compliance with this By-law within 90 calendar days, at the owner's expense, and any **Private Disposal Systems** shall be decommissioned and filled in compliance with **Ontario Building Code** and all other applicable legislation, regulations and by-laws.
- 19.4.1 Upon the written approval of **Director of Environmental Services**, the owner of **Property** served by a **Private Sewage Disposal System** may extend the

compliance timeline on the **City's** notice to make a direct **Connection** to the **Sanitary Sewer**.

- 19.5 Prior to installation, upgrade or decommissioning of a **Private Disposal System**, the Owner of the **Property** shall obtain a building permit from the **City's** Building Department.

20. Municipal Sewer Connections

20.1 Application and Payment

- 20.1.1. No **Person** shall connect or cause to connect any **Private Sewer** to any **Municipal Sewer Connection**, including any reconnection of an existing **Private Sewer**, without the prior written approval of the **City** and compliance with the requirements of this By-law.
- 20.1.2. No **Person** shall construct or cause to construct any sewer **Connection** on any road allowance, **Easement**, or other public land, except by the **City** or, where authorized in writing by the **City**, under a written agreement satisfactory to the **City**.
- 20.1.3. The owner or owner's agent of the **Property** seeking the **Connection** of a **Private Sewer** with the **Municipal Sewer Connection** shall make an application on the prescribed form to the **City**, shall make engineering submissions satisfactory to the **City**, and shall be responsible for the application fees and cost of such sewer **Connection**.
- 20.1.4. The owner or owner's agent of a **Property** where the use or the zoning of the **Property** has changed, shall make an application on the prescribed form to the **City**, if the owner or owner's agent requests to use the existing **Municipal Sewer Connection**. The owner or owner's agent will be required to carry out investigation to confirm the conditions and suitability of the existing **Municipal Sewer Connection** to the satisfaction of the **City**.

20.2 Connections to Municipal Sewer Connection through neighbouring Private Lands

- 20.2.1. Where an owner or owner's agent of a **Property** requires a **Connection** to **Municipal Sewer Connection** through neighbouring private lands, the owner shall obtain a written authorization from those **Property** owners and shall obtain a private **Easement** over the neighbouring private lands, to the satisfaction of the **City**, for the construction, operation and maintenance, replacement of that sewer **Connection** and its appurtenances at the owner's expenses.
- 20.2.2. No **Person** shall construct or cause to construct such sewer **Connection** without obtaining the authorization from those **Property** owners and a private **Easement** over the said properties.
- 20.2.3. No **Person** shall construct or cause to construct such sewer **Connection** without obtaining the building permit from the **City's** Building Department.
- 20.2.4. Construction of such sewer **Connection** shall comply with all the provisions of **Ontario Building Code**.

20.3 Municipal Sewer Connections for Land Development

Where a **Property** is developed or a lot is subdivided, and will be connected to the **City's Sewage Works**, the owner of the **Property** shall enter into any agreements with the **City**

as required by the **City**. The agreement may include the installation of **Municipal Sewer Connections** to various lots in the development. The owner of the **Property** shall ensure that the **Municipal Sewer Connection** shall not cause any capacity issues of the municipal sewer systems and shall meet the **City's** design requirements to the satisfaction of the **Director of Engineering** and/or the **Director of Environmental Services**.

20.4 Municipal Sewer Connections for Existing Buildings or New Buildings

The owner or owner's agent of the **Property** shall apply to the **City** for installation of a new **Municipal Sewer Connection**, and pay to the **City** the cost of such work on an actual cost plus an administrative fee, as determined by the **City**, where there is:

- 20.4.1. A change of service **Connection** in a building on a **Property with Municipal Sewer Connection**; or
- 20.4.2. An existing building on a **Property without Municipal Sewer Connection**; or
- 20.4.3. A change in the size of the **Municipal Sewer Connection** due to increased **Sewage** flow; or
- 20.4.4. A construction of a new building on a **Property without Municipal Sewer Connection**; or
- 20.4.5. A disconnection of a residential dwelling from a **Private Sewage Disposal System**.

20.5 Existing Municipal Sewer Connections for Reconstructed Buildings

20.5.1. Existing **Municipal Sewer Connections** to be disconnected prior to the building demolition shall comply with the following:

- 1. Whenever an existing building is to be substantially demolished, the existing **Municipal Sewer Connections** shall be inspected prior to submission of the demolition application.
 - a. If the **Municipal Sewer Connection** is found to be in good condition and have an appropriate size, it can be reused for service **Connection** at the discretion of the **City**.
 - b. If the **Municipal Sewer Connection** is found to be deficient, it is to be disconnected or sealed by the **City** at the expense of the owner of the **Property** prior to the building demolition.
- 2. The owner or owner's agent of the **Property** applying for the permit to construct the replacement building shall apply and pay the **City** for the inspection of the existing **Municipal Sewer Connections** or the installation of new **Municipal Sewer Connections**.

20.5.2. For the purposes of the section 20.5 and section 20.6, an existing building is substantially demolished when more than fifty percent (50%) of the exterior walls of the first storey above grade are removed, whether or not they are subsequently replaced.

20.5.3. Existing Municipal Sewer Connections to be reused

Notwithstanding section 20.5.1 or 20.5.2, the owner of the **Property** may apply to the **City** for the reuse of a **Municipal Sewer Connection**, up to and including 150 mm in diameter, for the purposes of servicing a residential dwelling if the

Municipal Sewer Connection meets, as determined by the **City**, all of the following requirements:

1. The **Municipal Sewer Connection** must meet the **City's** current standards and specifications;
2. The **Municipal Sewer Connection** must not be a **Wye Sewer Connection**. At the sole discretion of the **City**, the storm **Wye Sewer Connections** at residential dwellings may be allowed;
3. The new residential dwelling shall maintain the gravity flow to the **Municipal Sewer Connection**;
4. The **Municipal Sewer Connection** must not have any records or history of sewer back-ups in respect to properties serviced by that **Municipal Sewer Connection**; and
5. The **Municipal Sewer Connection** is free of structural and operational defects as determined by and at the sole discretion of the **City**.

20.5.4. Existing Municipal Sewer Connections servicing residential dwelling to be CCTV Inspected & at the owner's expense

For the purposes of section 20.5.3(4), the owner shall complete a closed circuit television (CCTV) sewer inspection, at the owner's expense, along the entire **Municipal Sewer Connection**, the results of which must indicate that the **Municipal Sewer Connection** is free of structural and operational defects.

- 20.5.5. The owner or owner's agent of the **Property** upon making an application under section 20.5.1 shall pay to the **City** any fees, charges and costs as may be prescribed or determined by the **City**.

20.6 Existing Municipal Sewer Connections for Demolished Buildings to be disconnected and sealed

- 20.6.1. Whenever a building or structure on a **Property** is substantially demolished and no replacement building is proposed or the replacement building will have a different **Connection** to the existing **Municipal Sewer Connection(s)**, no **Person** shall demolish or cause to demolish any building until the **Municipal Sewer Connection(s)** serving the **Property** have been completely disconnected and sealed by the **City**.

- 20.6.2. The owner or the owner's agent of the **Property** shall pay all fees and costs associated with the disconnection prior to the demolition of the building or structure as determined by the **City** from time to time.

20.7 Addition, Change or Alteration to existing Municipal Sewer Connections

- 20.7.1. Any **Person** who requires an additional **Municipal Sewer Connection** to be supplied to a **Property** or a change or an alteration to the existing **Municipal Sewer Connection** in relation to a **Property** shall submit an application for such addition, change or alteration on the prescribed form to the **City**:

1. The application shall be accompanied by such engineering studies, monitoring reports, drainage plans, grading plans, engineering plans and other detailed documentation and information as may be required by the

City to determine if the application meets the **City's** current standards and specifications as well as the requirements of this By-law; and

2. The application shall indicate that the addition, change or alternation of the **Municipal Sewer Connection** will not cause any capacity issues of the municipal sewer systems; and
3. The application shall meet the **City's** design requirements to the satisfaction of the **Director of Engineering** and/or the **Director of Environmental Services**.

20.7.2. The applicant shall pay to the **City**, at the time of making the application, all applicable fees, charges, deposits, financial securities and costs, including the cost for disconnection of the existing **Municipal Sewer Connection** and for the installation and **Connection** of new **Municipal Sewer Connection**, if one is required.

20.7.3. The owner or the owner's agent of the **Property** shall sign the application, and the owner of the **Property** shall be responsible for the completeness and accuracy of the information provided on such application and in the related supporting documentation in accordance with section 20.7.1.

20.8 Installation of Municipal Sewer Connections

20.8.1. Municipal Sewer Connection - Installation by the City

Upon approval by the **City** of an application submitted under section 20.1, section 20.4, or section 20.7, a **Municipal Sewer Connection** shall be installed by the **City**, at the expense of the owner of the **Property**, in accordance with the standards and specifications and upon such conditions, rates, fees, charges and costs as may be prescribed or determined by the **City**.

20.8.2. Municipal Sewer Connection - Installation by the owner

1. Notwithstanding section 20.8.1, if an application has been approved by the **City** pursuant to section 20.1, section 20.3, section 20.4 or section 20.7, the **City** may authorize an owner, in writing, to install a **Municipal Sewer Connection** including any part of **Sewage Works**, at the owner's expense and subject to the requirements set out in sections 20.8.2(2) to 20.8.2(4), where:
 - a. the **Municipal Sewer Connection** is approved by the **City** to be installed within or as part of an unassumed subdivision;
 - b. the **Municipal Sewer Connection** is approved by the **City** to be installed in conjunction with the construction of new **Sewage Works** related to the owner's project;
 - c. the **Municipal Sewer Connection** is approved by the **City** to be installed within the **City's** approved **Easement**;
 - d. The **Municipal Sewer Connection** is a requirement of a site plan;
 - e. The existing **Municipal Sewer Connection** for an **Industrial, Commercial or Institutional** or multi-residential **Property** is approved by the **City** to be replaced with a larger pipe size;
 - f. The existing **Industrial, Commercial or Institutional** or multi-residential **Property** requires a new **Municipal Sewer Connection**; or

- g. Any other circumstances that the **City** deems appropriate.
2. The owner of the **Property** shall enter into a written agreement with the **City** with respect to the installation of the **Municipal Sewer Connection**, any related work and the assumption of risk by the owner in relation to the installation, on such terms and conditions that are acceptable by the **City** and in a form that is satisfactory to the **City**;
3. The owner of the **Property** shall construct the **Municipal Sewer Connection** in accordance with the **City** standards and specifications and any other terms and conditions as set out in the agreement referred to in section 20.8.2(1); and
4. The construction of the **Municipal Sewer Connection** by the owner shall be inspected by and installed to the satisfaction of the **City**. The owner of the **Property** shall notify the **City** that it is ready for inspection prior to the commencement of any backfilling or restoration of the road allowance or **Easement** where the **Municipal Sewer Connection** has been installed.

20.8.3. All Private Sewers and their Connection to Municipal Sewer Connection - Installation by the owner

1. A **Private Sewer** shall be installed on a **Property** in accordance with the building permit issued by the **City's** Building Department for that **Property**, and the installation shall be in accordance with the **Ontario Building Code**.
2. A **Private Sewer** shall not be connected to the **Municipal Sewer Connection** until it is satisfactory installed and the **Sewage Works** which the **Municipal Sewer Connection** is connected to is completed and assumed for operations by the **City**.

20.9 Single and Separate Municipal Sewer Connection

- 20.9.1. Only a single **Municipal Sewer Connection** is permitted for each **Property**.
- 20.9.2. Where more than one **Municipal Sewer Connection** is required for a **Property**, the owner or the owner's agent of the **Property** shall make an application to the **City** in accordance with section 20.1.
- 20.9.3. No **Wye Sewer Connections** are allowed unless those **Wye Sewer Connections** have been constructed prior to passing of this By-law. At the sole discretion of the **City**, the storm **Wye Sewer Connections** at residential properties may be allowed.
- 20.9.4. Newly constructed buildings are not permitted to connect to existing sanitary **Wye Sewer Connections**. A new **Sanitary Sewer Connection** shall be constructed for each newly constructed building.

20.10 Backwater Valves and Sump Pumps

Where a backwater valve or a sump pump is required, it shall be installed in accordance with the **Ontario Building Code** within the **Property**, and be maintained by the owner of the **Property** at his or her sole expense.

20.11 Prevent inflow of Storm Water into a Sanitary Sewer

The owner of any building which has a **Roof Water Leader** discharging **Storm Water**, either directly or indirectly, into the **Sanitary Sewer** shall disconnect the down-pipe from the underground portions at grade and shall convey the **Storm Water** away from the

building in a such way that the **Storm Water** will not accumulate at or near the building and will not adversely affect adjacent **Properties**.

20.12 Groundwater Drainage System and Dewatering

- 20.12.1. No **Person** shall permit or cause to permit a direct or indirect **Connection** between a **Groundwater** drainage system and the sanitary **Private Sewer**.
- 20.12.2. No owner or operator of **Industrial, Commercial** or **Institutional** premises shall do anything which may increase design peak flow rates of **Storm Water** or impair the quality of **Storm Water** discharged to a **Storm Sewer**.
- 20.12.3. Foundation **Drains** and other **Groundwater** drainage systems shall be designed in accordance with the **City's** current Engineering Design Criteria.
- 20.12.4. The **Groundwater** drainage system set out in this section shall be installed and maintained by the owner or operator of the premises, at his or her sole expense.
- 20.12.5. Temporary or permanent dewatering facilities shall abide by the **City's** approval requirements, and **Dewatering Activities** discharging into the **Sewage Works** shall be subject to the approval in accordance with section 3.2 or section 4.2 of this By-law.

20.13 Storm Water Drainage

- 20.13.1. The provisions of section 20.13.2 and 20.13.3 are not applicable to buildings with flat roofs or multi-story buildings.
- 20.13.2. No **Person** shall discharge **Storm Water**, from any building or structure on that **Property** in the manner that the **Storm Water** will accumulate at or near the building or structure and will adversely affect adjacent **Properties** or create a hazardous condition.
- 20.13.3. For any new or reconstructed buildings, no **Person** shall construct, install or maintain, or cause or permit to construct, install or maintain the direct **Connection** of any **Roof Water Leader** into a **Storm Sewer**.
- 20.13.4. For existing buildings if the owner of the **Property** receive the disconnection notification from the **City**, no **Person** shall maintain, permit or cause to maintain the direct **Connection** of any **Roof Water Leader** into a **Storm Sewer**.
- 20.13.5. An owner of a **Property** may make an application to the **City** for an exemption from sections 20.13.3 and 20.13.4 of this by-law, where compliance with those provisions would create a hazardous condition or is not technically feasible. The applicant shall comply with the following conditions:
 1. the owner of the **Property** shall supply such plans, photographs, and other documentation as the **City** may request. The determination of an exemption shall be in the **City's** sole discretion.
 2. **Storm Sewer** systems shall be designed in accordance with the **City's** current Engineering Design Criteria.
 3. Catch-basins in rear yards or other grassed areas such as parks shall not contain sumps as per the **City's** current Engineering Design Criteria.
 4. Any **Discharge** to **Storm Sewer** must meet quantity and erosion requirements as per the **City's** current Engineering Design Criteria, and shall

be consistent with the approved watershed requirements, as provided by the **City** and other approval agencies having jurisdiction.

5. **Discharge** from **Storm Sewer** systems not connecting to end-of-pipe quality treatments shall, in addition to meeting the contaminant limits in Table 2 as set out in Schedule “A” of this bylaw, meet Enhanced Level of Protection (80% long term Suspended Solid removal) as per the Ministry of the Environment, Conservation and Parks “Storm Water Management Planning and Design Manual (2003)”, as amended, and shall meet the **City’s** Storm Water Management Guidelines (2016), as amended.

20.14 Maintenance of Municipal Sewer Connections and Private Sewers

20.14.1. Maintenance of Municipal Sewer Connections

The **City** will maintain, repair and replace **Municipal Sewer Connections**, except in the following circumstances:

1. where there is any blockage or defect in the **Municipal Sewer Connections** deemed by the **Director of Environmental Services** to be a result of: (i) negligence by the owner or occupants of the **Property** or land serviced by the **Municipal Sewer Connections**, or (ii) negligence by agents of the owner or occupants of the **Property** or land serviced by the **Municipal Sewer Connections**; or
2. where the owner of the **Property** or land serviced by the **Municipal Sewer Connections** has entered into an agreement with the **City** for maintenance and repair of underground services which includes **Storm Sewer** and **Sanitary Sewer**. In such situations, the owner of the **Property** or land shall maintain, repair and make any necessary replacement of the **Municipal Sewer Connections** until the end of such agreement.

20.14.2. Blockages in Private Sewers

The owner or occupants of the **Property** or land shall be responsible for all costs of inspection, clearing or removing blockages and repairing damages that occur for any reason within the private side including in the **Private Sewer** or in the private plumbing system.

20.14.3. Blockages caused by Oil & Grease, Food Waste or other Solids

1. Blockages caused by the accumulation of **Oil & Grease**, food waste or other solids materials at any location in the **Municipal Sewer Connection** or in the **Private Sewer** shall be presumed to be caused or permitted by the activities of the building occupants, which presumption may be rebutted by evidence to the contrary on a balance of probabilities.
2. The owner or occupants of the **Property** shall be responsible for remediating the blockage in the **Private Sewer** and in the private plumbing system, at their cost.
3. The owner or occupants of the **Property** shall pay the **City** for all costs of clearing the blockage, inspection and repairs to the **Municipal Sewer Connection** due to this type of blockage.

20.14.4. Blockages caused by Structural Defects or Damages

1. The costs of clearing or removing blockages in the **Municipal Sewer Connection** are assumed to be the responsibility of the owner or occupants of the **Property** serviced by the **Municipal Sewer Connection**.
2. If a video inspection of the pipes indicates the blockage resulted from structural defect or damage to the **Municipal Sewer Connection**, the **City** will take responsibility for the costs of clearing or removing blockages in the **Municipal Sewer Connection**.
3. The costs of clearing or removing blockages caused by structural defects or damages within the **Private Sewer** or in private plumbing system are the owner or occupants of the **Property**.

20.14.5. Blockages caused by the Tree Roots

1. Responsibility for blockages caused by the intrusion of tree roots into sewer pipes shall be governed by the location of the tree root intrusion into the sewer pipes regardless of the source of the roots or the ownership or location of the trees.
2. If the tree roots infiltrate into the **Municipal Sewer Connection**, the **City** shall be responsible for all costs of clearing the blockage, inspection and repairs to the **Municipal Sewer Connection**.
3. If the tree roots infiltrate into the **Private Sewer**, the owner of the **Property** upon which the **Private Sewer** is located shall be responsible for all costs of clearing the blockage, inspection and repairs to the **Private Sewer** or to the private plumbing system.

20.15 Private Residential Swimming Pools or Hot tubs/Spas or Wading pools

20.15.1. Definition of "Private Residential"

For the purposes of section 20.15, "**Private Residential**" means a swimming pool or hot tub/spa or wading pool serving five or fewer single-family residences.

20.15.2. Prohibition of any Pool Water Discharge

1. No **Person** shall discharge or cause or permit the **Discharge of Wastewater** from a **Private Residential** swimming pool or hot tub/spa or wading pool to flow over a valley or ravine wall or slope in a manner that may cause the erosion or instability of the valley or ravine wall or slope or causes injury or destruction of trees and vegetation.
2. No **Person** shall discharge or cause or permit the **Discharge of Wastewater** from a **Private Residential** swimming pool or hot tub/spa or wading pool in a manner that may cause the **Wastewater** to flow onto an adjoining land or **Properties**.

20.15.3. Private Residential Non-Salt Water Swimming Pools or Hot Tubs/Spas or Wading pools

1. No **Person** shall discharge or cause or permit the **Discharge of Wastewater** from a **Private Residential non-Salt water** swimming pool or hot tub/spa or wading pool
 - a. into the **Storm Sewer**, unless otherwise permitted under section 20.15.3(3); or
 - b. in a manner other than is permitted under section 20.15.3(2) or section 20.15.3(3).
2. Unless otherwise permitted under section 20.15.3(3), a **Person** is permitted to discharge **Wastewater** from a **Private Residential non-Salt Water** swimming pool or hot tub/spa or wading pool either:
 - a. by way of a temporary **Connection** to the sanitary **Drain** on the owner's **Property**; or
 - b. by way of a controlled **Discharge** to the owner's **Property** such that the **Discharge** is at all times contained within the owner's **Property** until it evaporates or infiltrates into the ground.
3. Subject to section 20.15.2, a **Person** is permitted to discharge **Wastewater** from a **Private Residential non-Salt Water** swimming pool or hot tub/spa or wading pool to the **Storm Sewer** provided that all of the following conditions are met:
 - a. There are no algaecides or fungicides in the pool water; and
 - b. The pool water is held in the pool for one week after the last dosage of chlorine and the total chlorine concentration (Cl) in the **Wastewater** is at or below 0.01 mg/L; and
 - c. The pool water is treated with sodium sulphite (Na₂SO₃) to achieve at or below 0.01 mg/L of total chlorine concentration (Cl); and
 - d. The copper concentration (Cu) of the pool water is at or below 0.05 mg/L; and
 - e. The **pH** level of the pool water is in the range of 6 to 9.

20.15.4. Private Residential Salt Water Swimming Pools, Hot tubs/spas or Wading Pools

1. No **Person** shall discharge or cause to permit the **Discharge of Wastewater** from a **Private Residential Salt Water** swimming pool or hot tub/spa or wading pool to the **Storm Sewer**.
2. A **Person** shall discharge **Wastewater** from a **Private Residential Salt Water** swimming pool or hot tub/spa or wading pool to the **Sanitary Sewer**, either by:
 - a. way of a permanent **Connection** to the sanitary **Drain** on the owner's **Property**; or
 - b. way of a temporary **Connection** to the sanitary **Drain** on the owner's **Property**.

20.15.5. Notwithstanding section 20.15.3 and 20.15.4, the rainwater resting on a tarp which covers a swimming pool or hot tub/spa or wading pool may be discharged to the **Storm Sewer**.

20.15.6. Notwithstanding section 20.15.3 and 20.15.4, the backwash water from the swimming pool filter shall be discharged to the **Sanitary Sewer** or owner's **Property** in a manner that does not flow on to the street or a neighbouring **Property**.

21. General Prohibition and Liability for Damages

21.1 Protection from Damage or Alteration of the Sewage Works

No **Person** shall uncover, make any **Connection** with, open into, break, alter, damage, destroy, deface or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering with any part of a **Sewage Works**, or any permanent or temporary device installed in any part of the **Sewage Works**, for the purposes of flow measuring, flow control, sampling and testing of **Sewage, Uncontaminated Water** or **Storm Water**.

21.2 Damage to the Sewage Works

21.2.1. No **Person** shall discharge **Sewage, Uncontaminated Water, Storm Water**, or other **Discharge** to the municipal **Sewage Works** that is not compliant with the provisions of this By-law.

21.2.2. Any **Person** shall be liable for any damages, costs or expenses arising out of their failure to properly check and control such **Sewage, Uncontaminated Water Storm Water**, or other **Discharge**, including the costs of investigation, repairing or replacing any part of any **Sewage Works** damaged thereby and for any damages or injury to any **Person** or **Property** caused by such **Discharge**.

21.3 Unauthorized Entry to Sewage Works

No **Person** shall enter any **Sewage Works** unless specifically authorized by the **City** in writing.

21.4 Removal of Maintenance Access Hole Covers

No **Person** shall remove or tamper with, or cause or permit the removal of or tampering with, any **Maintenance Access Hole** cover or other opening into any **Sewage Works** unless specifically authorized by the **City** in writing.

22. Fees

22.1 Any municipal service fees for the administration and enforcement of this By-law shall be in accordance with the **Fee By-law**.

22.2 Additional fees applicable to this By-law, not noted in the **Fee By-law**, may be imposed by the **City** from time to time.

23. Order to Comply

23.1 Where an **Officer** is satisfied that a contravention of this By-law has occurred, the **Officer** may make an **Order** setting out the particulars of the contravention and requiring immediate compliance with this By-law and/or requiring the **Person** to do work to correct the contravention of this By-law within the time period specified in the **Order**.

23.2 An **Order** under this section shall identify:

23.2.1. the location of the **Property** on which the contravention occurred;

- 23.2.2. the reasonable particulars of the contravention of the By-law; and,
 - 23.2.3. the date and time by which there must be compliance with the **Order**; and
 - 23.2.4. a statement that if the work is not done in compliance with the **Order** within a specified time period, the **City** may have the work done at the expense of the **Person**.
- 23.3 An **Order** under this section may be served personally on the **Person** to whom it is directed to, including but not limited to, the registered owner of the **Property** or the **Person** in control or possession of the **Property** or **Discharge**. An **Order** may also be served by regular mail to the last known address of that **Person**. Service on a corporation is also effected by regular mail to the corporate mailing address as shown on the Corporation Profile Report filed with the Ontario Ministry of Government Services for a Provincial Corporation, or on a Federal Corporate Search for a Federal Corporation, or on the tax roll for the **Property**. If the **Order** is delivered by regular mail to the last known address of that **Person**, it shall be deemed to have been received on the fifth day after it is mailed. An Affidavit of Service shall be admissible in evidence in any proceeding as proof of service of mailing of the **Order**.

24. Power of Entry, Inspection and Enforcement

- 24.1 The **City** may enter upon any part of a **Property** or lot at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
- 24.1.1. The provisions of this By-law;
 - 24.1.2. An **Order** issued under this By-law.
- 24.2 The **City's** power of entry may be exercised by an employee, **Officer** or agent of the **City**, or by a member of the York Regional Police Service, as well as by any **Person** under his or her direction.
- 24.3 When entering a **Property** under this By-law, the **Person** exercising the power of entry:
- 24.3.1. shall provide identification to any **Person** requesting identification during the course of the entry;
 - 24.3.2. may be accompanied by a **Person** or **Persons** under his or her direction; and
 - 24.3.3. shall not enter or remain in any room or place actually used as a dwelling unless at least one of the conditions set out in section 437 of the **Municipal Act** is met.
- 24.4 Where an inspection is conducted by the **City**, the **Person** conducting the inspection may:
- 24.4.1. require the production for inspection of documents or things relevant to the inspection;
 - 24.4.2. inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - 24.4.3. require information from any **Person** concerning a matter related to the inspection including their name, address, phone number and identification; or

24.4.4. 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.

24.5 Cost Recovery

24.5.1. If the work required by an **Order** under this By-law is not done within the specified period, the **City**, in addition to all other remedies it may have, may do the work at the **Person's** expense and may enter upon the **Property**, at any reasonable time for this purpose.

24.5.2. Pursuant to section 446 of the **Municipal Act**, where the **City**, its employees or authorized agents have performed work required to bring the **Property** into compliance with the By-law, all expenses incurred by the **City** in doing the work as well as any related fees, shall be deemed to be a debt to the **City** and may be collected by action or the costs may be added to the tax roll for the **Property** and collected in the same manner as municipal taxes.

24.6 Collection of unpaid Fees and Charges

Fees and charges imposed on a **Person** pursuant to the **Fee By-law** constitute a debt of the **Person** to the **City**. The **City** may add such unpaid fees and charges imposed by the **City** to the tax roll for the **Property** in accordance with the provisions of section 398(2) of the **Municipal Act** and collect them in the same manner as municipal taxes.

24.7 Any fees, charges and administrative costs associated with this By-law are non-refundable and are set out in the **Fee By-law**.

25. Offences

25.1 Every **Person** who:

25.1.1. contravenes any of the provisions of this By-law, or

25.1.2. fails to comply with an **Order** issued under this By-law, or

25.1.3. fails to comply with any condition of an **Order** under this By-law; or,

25.1.4. obstructs or attempts to obstruct an **Officer** or an employee or agent of the **City** in carrying out his or her duties under this By-law,

is guilty of an offence and is liable, upon conviction to a fine as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, as amended.

25.2 If there is a contravention of any provision of this By-law, and the contravention has not been corrected, the contravention of the provision shall be deemed to be a continuing offence for each day or part of a day that the contravention remains uncorrected.

25.3 If an **Order** has been issued under this By-law, and the **Order** has not been complied with, the contravention of the **Order** shall be deemed to be a continuing offence for each day or part of a day that the **Order** is not complied with.

25.4 For the purposes of this By-law, "multiple offences" means an offence in respect of two or more acts or omissions each of which separately constitutes an offence and is a contravention of the same provision of this By-law.

- 25.5 For the purposes of this By-law, an offence is a second or subsequent offence if the act giving rise to the offence occurred after a conviction had been entered at an earlier date for the same offence.

26. Penalties

- 26.1 Pursuant to Section 429 of the **Municipal Act**, every **Person** who is guilty of an offence under this By-law shall be subject to the following penalties:

26.1.1. Upon a first conviction, to a fine of not less than \$300.00 and not more than \$100,000.00, except that a special fine may exceed \$100,000.00;

26.1.2. Upon conviction for a continuing offence, to a fine of not less than \$100.00 and not more than \$10,000.00 for each day or part of a day that the offence continues. The total of the daily fines may exceed \$100,000.00.

26.1.3. Upon a second or subsequent conviction for the same offence, or conviction for a multiple offence, to a fine of not less than \$400.00 and not more than \$10,000.00. The total of the daily fines may exceed \$100,000.00.

- 26.2 Where a **Person** convicted of an offence is a corporation, the corporation is liable to a fine not less than \$500.00 and not exceeding \$100,000.00.

26.3 Collection of unpaid Fines

Pursuant to Subsection 441.1 of the **Municipal Act**, the **City** may add any part of a fine for a commission of a provincial offence that is in default under Section 69 of the *Provincial Offences Act* to the tax roll for any **Property** of which all of the owners are responsible for paying the fine and collect it in the same manner as municipal taxes.

- 26.4 Any fees, charges and administrative costs associated with this By-law are non-refundable and are set out in the **Fee By-law**.

27. Administrative Penalties

- 27.1 Instead of laying a charge under the *Provincial Offences Act* for a breach of any provision of this By-law, an **Order**, a Work **Order**, or any other **Order** issued pursuant to this By-law, an **Officer** may issue an **Administrative Penalty** to the **Person** who has contravened this By-law.

- 27.2 The **Officer** has the discretion to either proceed by way of an **Administrative Penalty** or a charge laid under the *Provincial Offences Act*. If an **Administrative Penalty** is issued to a **Person** for the breach, no charge shall be laid against that same **Person** for the same breach.

- 27.3 The amount of the **Administrative Penalty** for a breach of a provision of this By-law, a Work **Order** or **Order** issued under this By-law is fixed as set out in the **AMPS By-law for Non-Parking Offences**.

- 27.4 A **Person** who is issued an **Administrative Penalty** shall be subject to the procedures as provided for in the **AMPS By-law for Non-Parking Offences**.

27.5 Collection of unpaid Administrative Penalties

An **Administrative Penalty** imposed on a **Person** pursuant to this By-law that is not paid within fifteen (15) calendar days after the day it becomes due and payable, constitutes a debt of the **Person** to the **City** and may be added to the tax roll for the **Property** and collected in the same manner as municipal taxes.

27.6 Any fees, charges and administrative costs associated with this By-law are non-refundable and are set out in the **Fee By-law**.

28. Limitation

28.1 Nothing in this By-law shall be so construed as to permit anything, which by the provisions of any applicable act, regulation or bylaw is otherwise prohibited.

28.2 This By-law shall not apply to discharges, activities or matters undertaken by the Regional Municipality of York or the **City**.

28.3 Nothing in this By-law shall be deemed to be contrary to the Regional Municipality of York's Sewer Use By-law.

29. Severability and Interpretation

29.1 Notwithstanding any section or sections of this By-law, or any part or parts thereof, may be found by a court of competent jurisdiction to be invalid or beyond the power of the **Council** to enact, such section or sections or part or parts thereof shall be deemed to be severable, and all other sections of this By-law, or parts thereof, are separate and independent there from and shall continue to be enforceable.

29.2 The provisions of the Legislation Act 2006, R.S.O. 2006, c.21, Sch. F, shall apply to this By-law.

30. Schedules

30.1 Schedule "A" forms part of this By-law.

31. Repeal

31.1 By-law 2014-71, as amended, is hereby repealed.

32. Short Title

32.1 This By-law shall be known as the Sewer Use By-law.

33. Force and Effect

33.1 This By-law shall come into force and effect upon the date it is passed by **Council**.

SCHEDULE "A"**Table 1 - Limits for Sanitary Sewer Discharge**

Type of Parameter	Parameter	Limit
Conventional	pH	≥ 6.0 to ≤ 10.5
	Temperature	≤ 60 °C
	Biochemical Oxygen Demand (BOD)	300 mg/L
	Total Kjeldahl Nitrogen	100 mg/L
	Oil & Grease (Mineral & Synthetic)	15 mg/L
	Oil & Grease (Animal & Vegetable)	150 mg/L
	Phenolics (4AAP)	1 mg/L
	Phosphorous (Total)	10 mg/L
	Suspended Solids (Total)	350 mg/L
Other	Cyanide (Total)	2 mg/L
	Fluoride	10 mg/L
	Sulphate	1500 mg/L
Metals	Aluminum (Total)	50 mg/L
	Antimony (Total)	5 mg/L
	Arsenic (Total)	1 mg/L
	Cadmium (Total)	0.7 mg/L
	Chromium (Total)	2 mg/L
	Cobalt (Total)	5 mg/L
	Copper (Total)	3 mg/L
	Lead (Total)	1 mg/L
	Manganese (Total)	5 mg/L
	Mercury (Total)	0.01 mg/L
	Molybdenum (Total)	5 mg/L
	Nickel (Total)	2 mg/L
	Selenium (Total)	1 mg/L
	Silver (Total)	5 mg/L
	Tin (Total)	5 mg/L
	Titanium (Total)	5 mg/L
	Zinc (Total)	2 mg/L
Organics	Benzene	10 µg/L
	Chloroform	40 µg/L
	1,2 –dichlorobenzene	50 µg/L
	1,4 –dichlorobenzene	80 µg/L
	Cis-1,2 –dichloroethylene	4,000 µg/L
	Trans- 1,3 – dichloropropylene	140 µg/L
	Ethylbenzene	160 µg/L
	Methylene chloride	2,000 µg/L
	1,1,2,2 –tetrachloroethane	1,400 µg/L

	Tetrachloroethylene	1,000 µg/L
	Toluene	270 µg/L
	Trichloroethylene	400 µg/L
	Xylenes (Total)	1,400 µg/L
	Di-n-butyl phthalate	80 µg/L
	Bis (2-ethylhexyl) phthalate	12 µg/L
	PCBs	1 µg/L
	Methyl Ethyl Ketone	8000 µg/L
	Styrene	200 µg/L
	Nonylphenols	20 µg/L
	Nonylphenol ethoxylates	200 µg/L

Table 2 - Limits for Storm Sewer Discharge

Type of Parameter	Parameter	Limit
Conventional	pH	>=6.0 to =< 9.0
	Temperature	=< 40 °C
	Biochemical Oxygen Demand (BOD)	15 mg/L
	Total Kjeldahl Nitrogen	1 mg/L
	Phenolics (4AAP)	0.008 mg/L
	Phosphorous (Total)	0.400 mg/L
	Suspended Solids (Total)	15 mg/L
	Cyanide (Total)	0.020 mg/L
Metals	Arsenic (Total)	0.020 mg/L
	Cadmium (Total)	0.008 mg/L
	Chromium (Total)	0.080 mg/L
	Copper (Total)	0.050 mg/L
	Lead (Total)	0.120 mg/L
	Manganese (Total)	0.150 mg/L
	Mercury (Total)	0.0004 mg/L
	Nickel (Total)	0.080 mg/L
	Selenium (Total)	0.020 mg/L
	Silver (Total)	0.120 mg/L
	Zinc (Total)	0.040 mg/L
Organics	Benzene	2.0 µg/L
	Chloroform	2.0 µg/L
	1,2 –dichlorobenzene	5.6 µg/L
	1,4 –dichlorobenzene	6.8 µg/L
	Cis-1,2 –dichloroethylene	5.6 µg/L
	Trans- 1,3 – dichloropropylene	5.6 µg/L
	Ethylbenzene	2.0 µg/L
	Methylene chloride	5.2 µg/L
	1,1,2,2 –tetrachloroethane	17.0 µg/L
	Tetrachloroethylene	4.4 µg/L
	Toluene	2.0 µg/L
	Trichloroethylene	8.0 µg/L
	Xylenes (Total)	4.4 µg/L
	Di-n-butyl phthalate	15.0 µg/L
	Bis (2-ethylhexyl) phthalate	8.8 µg/L
	PCBs	0.4 µg/L