



THE CORPORATION OF THE TOWN OF ORANGEVILLE

BY-LAW NUMBER 2025-062

A By-law to Govern the Discharge of Sewage and Drainage Systems in the Town of Orangeville, and to ensure the Protection of these Systems and the Natural Environment.

Whereas, the Municipal Act, S.O. 2001, c.25, S.11, authorizes a municipality to pass by-laws respecting matters within the jurisdiction of public utilities; and

Whereas, The Town of Orangeville relies solely on **Groundwater** for its drinking water system and in order to conserve and maintain an adequate supply of water.

Now therefore, the Council of the Corporation of the Town of Orangeville enacts as follows:

1. Short Title

This by-law shall be known as the "**Sewer Discharge By-law**"

2. Scope and Relevance

2.1. This By-law applies to the use, construction, management, operation, maintenance, repairs, and rehabilitation of **Sewage and Drainage Systems** within the Town of Orangeville. This By-law is to regulate the discharges into the Town's **Sewage System, Drainage System, and Natural Environment**.

2.2. Objectives of this By-law include:

- a) The Protection of the **Sewage System, Drainage System**, and all Municipal Systems including pumping stations from corrosion, damages, and obstructions;
- b) Protect the Orangeville **Water Pollution Control Plant**, and related processes from disruption or damage;
- c) Protect the public, municipal workers, contractors, and property from hazardous conditions or adverse discharges;
- d) Assist in the optimization of the **Sewage System** by preventing inflow

- and infiltration from entering the system;
- e) Protect **Wastewater Sludge** quality;
- f) Protect the **Natural Environment**; and
- g) Assist the **Town** by maintaining compliance with the operating conditions established by the Province of Ontario under the Environmental Compliance Approval;

2.3. The **Town** shall manage and maintain the **Sewage System** and the **Drainage System** in accordance with the provisions of this By-law and the provisions of the Municipal Act, the **Ontario Water Resources Act**, the **Environmental Protection Act**, the Drainage Act, R.S.O. 1990, c. D.17, the Fisheries Act, R.S.C., 1985, c. F-14, the Clean Water Act, 2006, S.O. 2006, c.22, the Building Code Act, 1992, S.O. 1992, c.23, and regulations, standards, and guidelines established under these Acts, as may be amended from time to time, and any other applicable law or regulations.

3. Definitions and Interpretations

For the purpose of this By-law:

- 3.1. "**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 Page 1 of 28 By-law Number (2024) – 20911 Competence of Calibration and Testing Laboratories" established by the International Organization for Standardization, as amended.
- 3.2. "**Acute Hazardous Waste Chemical**" means a material which is an **Acute Hazardous Waste Chemical** within the meaning of Ontario Regulation 309 made under the **Environmental Protection Act** (Ontario);
- 3.3. "**Appurtenance**" means the apparatus or equipment that is an accessory to **Sewage Works** or to **Drainage Works**;
- 3.4. "**Biochemical Oxygen Demand**" (BOD) means the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material, such as sulfide and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand) as determined by the appropriate procedure in **Standard Methods**;

- 3.5. "**Blowdown**" means the discharge of recirculating **Non-contact Cooling Water** for the purpose of discharging materials contained in the water, the further build-up of which would cause concentrations in amounts exceeding limits established by best engineering practices;
- 3.6. "**Catch Basin**" means a receptacle installed to collect surface water from an open area, for drainage into the **Storm Sewer** system, and to trap solids by means of a sump within the **Catch Basin**;
- 3.7. "**Chemical Oxygen Demand**" (COD) is the measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic **Matter**.
- 3.8. "**Commercial**" means any premise that operates a business activity which may distribute goods or provide services, but does not involve the manufacturing, processing, or production of goods from which there is a discharge of **Matter** directly or indirectly into a **Sanitary Sewer** or **Storm Sewer** of the **Town**;
- 3.9. "**Composite Sample**" means a sample which is composed of a series of **Grab Samples** taken at intervals during the sampling period
- 3.10. "**Dental Amalgam**" means a dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc;
- 3.11. "**Deleterious materials**" are substances or construction practices that are dangerous to health, the environment, or safety. They can also be materials that are prone to failure over time.
- 3.12. "**Dental Amalgam Separator**" means any technology, or combination of technologies, designed to separate **Dental Amalgam** particles from dental operation **Sewage**.
- 3.13. "**Discharge Agreement**" means a document issued by the **Town** which allows the holder to discharge **Stormwater** or **Groundwater** to the **Sewage Works**;
- 3.14. "**Discharger**" means a **Person** responsible for the discharge of **Matter**;
- 3.15. "**Drainage System**" means a natural or constructed means of intercepting, collecting, and removing **Stormwater** or **Groundwater**, usually by gravity flow;
- 3.16. "**Drainage Works**" means any and all **Storm Sewers**, buildings, structures, equipment, **Appurtenances**, devices, conduits, underground pipelines,

laterals, **Watercourses** and **Municipal Drains** and **Outlets** created under the Drainage Act, R.S.O. 1990, c. D. 17, as amended, and related installations and other works of the Town designed for the collection and transmission of **Stormwater** or **Groundwater**, and includes lands over which an easement or consent has been granted or lands appropriated for such purposes and use;

3.17. "**Environmental Protection Act**" means the **Environmental Protection Act**, R.S.O. 1990, c. E. 19, as amended, or any successor thereof;

3.18. "**Fuel**" means alcohol, gasoline, naphtha, diesel **Fuel**, **Fuel** oil or any other ignitable substance intended for use as a **Fuel** including any ignitable liquid intended for use as a **Fuel** with a flash point less than 61° Celsius as determined by one of the methods in Ontario Regulation 309 made under the **Environmental Protection Act** (Ontario);

3.19. "**Foundation Drain**" means drainage piping installed below the surface of the ground to collect and convey water away from a building foundation;

3.20. "**Grab Sample**" means an aliquot of the flow being taken at one particular time and place

3.21. "**Groundwater**" means water beneath the earth's surface accumulating as a result of seepage;

3.22. "**Hauled Sewage**" means waste removed from any **Sewage System**;

3.23. "**Hazardous Industrial Waste**" means a material which is a **Hazardous Industrial Waste** within the meaning of **Ontario Regulation 347**;

3.24. "**Hazardous Waste Chemical**" means a material which is a **Hazardous Waste Chemical** within the meaning of **Ontario Regulation 347**;

3.25. "**Ignitable Waste**" means a material which is **Ignitable Waste** within the meaning of **Ontario Regulation 347**;

3.26. "**Industry**" means any **Industrial**, **Commercial**, or Institutional premises from which there is a discharge of any **Matter** directly or indirectly into a **Sanitary Sewer** or **Storm Sewer** of the **Town**;

3.27. "**Industrial**" means of or pertaining to manufacturing, commerce, trade, business, or institutions as distinguished from domestic or residential;

3.28. "**Industrial Process Area**" means any **Industrial** building, property or land area which during manufacturing, processing or storage comes into direct contact with any raw material, intermediate product, finished product,

byproduct, or waste product;

3.29. **"Matter"** includes any solid, liquid or gas;

3.30. **"Ministry of Environment, Conservation and Parks"** (MECP) means the Ontario government ministry responsible for protecting and improving the quality of the **Natural Environment** in Ontario, or as renamed under subsequent governments;

3.31. **"Monitoring Access Point"** means an access point in a **Private Sanitary Lateral** to the **Sanitary Sewer** system or **Private Storm Lateral** to the **Storm Sewer** system, such as a chamber, to allow for observation, sampling and flow measurement of the **Wastewater**, **Stormwater**, **Subsurface Water**, or **Uncontaminated Water** therein.

3.32. **"Multi-Residential"** means a property, including, but not limited to, an apartment, row house, **Townhouse** complex or condominium property, which contains six or more dwelling units;

3.33. **"Municipal Sanitary Lateral"** means the pipes and **Appurtenances** of the **Sewage Works** located within the right-of-way and situated between the **Sanitary Sewer** and the property line;

3.34. **"Municipal Storm Lateral"** means the pipes and **Appurtenances** of the **Drainage Works** located within the right-of-way and situated between the **Storm Sewer** and the property line;

3.35. **"Natural Environment"** means the air, land and water, or any combination thereof, of the Town of Orangeville;

3.36. **"Non-contact Cooling Water"** means water which is used to reduce temperature for the purpose of cooling, and which does not come into direct contact with any raw material, intermediate or finished product other than heat;

3.37. **"Once-through Cooling Water"** means **Non-contact Cooling Water** that has been circulated once through a cooling device;

3.38. **"Ontario Regulation 347"** means Revised Regulations of Ontario, 1990, Regulation 347 (General – Waste Management), as amended, or any successor regulation thereof, made under the **Environmental Protection Act**;

3.39. **"Ontario Water Resources Act"** means the Ontario Water Resources Act, R.S.O. 1990, c. 0.40, as amended, or any successor thereof;

- 3.40. "**Outlet**" means a location at which **Stormwater** is discharged into a **Stormwater Management** system, **Watercourse**, or **Surface Water Feature**;
- 3.41. "**Owner**" or "**Operator**" means the **Owner** or **Operator** of any facility or activity subject to the provisions of this By-law;
- 3.42. "**Pathological Waste**" means a material which is a **Pathological Waste** within the meaning of **Ontario Regulation 347**;
- 3.43. "**PCB**" means any monochlorinated or polychlorinated biphenyl, or any mixture that contains one or more of them;
- 3.44. "**PCB Waste**" means a **PCB Waste** within the meaning of Revised Regulations of Ontario, 1990, Regulation 362 (Waste Management – **PCB's**), as amended, or any successor regulation thereof, made under the **Environmental Protection Act**;
- 3.45. "**Person**" shall be broadly interpreted and includes a natural **Person**, a corporation, a partnership, a sole proprietorship, a trust, a joint venture, an association or any other organization or entity of any kind and their respective heirs, executors, administrators, successors, assigns or other legal representatives of a **Person** to whom the context can apply according to law;
- 3.46. "**Pesticide**" means a **Pesticide** regulated under the **Pesticides Act**, R.S.O. 1990, c. P.11, as amended;
- 3.47. "**pH**" means the logarithm to the base 10 of the reciprocal of the concentration of hydrogen ions in moles per liter of solution;
- 3.48. "**Phenolic Compounds**" means those derivatives of aromatic hydrocarbons which have a hydroxyl group directly attached to the ring as determined by **Standard Methods**;
- 3.49. "**Phosphorus**" means **Total Phosphorus** as determined by both Method 424C plus one of Method 424D, 424E, 424F, or 424G in **Standard Methods**;
- 3.50. "**Pollutant**" means any solid, liquid, gas, odor, or a combination of any of them, resulting directly or indirectly from human activities that causes or may cause an adverse effect, and includes any substance from which a **Pollutant** is derived;
- 3.51. "**Pretreatment**" means the reduction, elimination, or alteration of **Pollutants** in **Wastewater** prior to discharge into the **Sanitary Sewer**. This reduction or alteration can be obtained by physical, chemical, or biological processes, through pollution prevention, or by other means, except by diluting the

concentration of the **Pollutants**.

- 3.52. “**Process Area**” means any building, property, or land area which, during manufacturing, processing, or storage, comes into direct contact with any raw material, intermediate product, finished product, byproduct or waste product;
- 3.53. “**Private Drain**” means a ditch, swale, channel, **Watercourse**, and/or pipe or system of pipes that collects and carries **Stormwater** or **Groundwater** which is within the limits of private property and privately owned;
- 3.54. “**Private Drainage System**” means a privately-owned **Drainage System**, discharging to the **Drainage Works** or other approved **Outlet**, usually by gravity flow;
- 3.55. “**Private Sanitary Lateral**” means the pipes used to convey **Sewage** from private property to the property line and to a **Municipal Sanitary Lateral** and the **Sewage System**;
- 3.56. “**Private Sewage Collection System**” means a privately-owned network of **Sewage** collection pipes, maintenance holes, Interceptors, private **Sewage** lift stations, holding tanks, pump systems and **Appurtenances**, servicing two or more buildings, discharging to the **Sewage Works**;
- 3.57. “**Private Storm Lateral**” means pipes used to convey drainage from a private property to the property line and a **Municipal Storm Lateral** and the **Drainage Works**;
- 3.58. “**Reactive Waste**” means a substance which is a **Reactive Waste** within the meaning of **Ontario Regulation 347**;
- 3.59. “**Restricted Waste**” is defined in Schedule ‘B’ to this By-law document;
- 3.60. “**Sanitary Sewer**” means a **Sewer** for the collection and transmission of **Sewage** or **Wastewater**;
- 3.61. “**Service Connection**” means the part or those parts of any pipe or system of pipes leading directly to the municipal **Sanitary Sewer** or **Storm Sewer**;
- 3.62. “**Severely Toxic Contaminant**” means any substance listed in Schedule 3 of **Ontario Regulation 347**;
- 3.63. “**Sewage**” means any liquid waste containing organic, inorganic, animal, vegetable, or mineral **Matter** in solution or in suspension but does not include **Stormwater** or **Uncontaminated Water**;
- 3.64. “**Sewage System**” means **Sewage System** as defined in the Ontario

Building Code, including a cesspool, septic tank system, privy vault or privy pit, chemical toilet, portable toilet, or **Sewage** holding tank;

3.65. "**Sewage Works**" means any works for the collection, transmission, treatment or disposal of **Sewage** or **Wastewater**, or any part of such works, but does not include plumbing to which the Ontario Building Code applies;

3.66. "**Sewer**" means a pipe, conduit, drain, open channel or ditch for the collection and transmission of **Sewage**, **Stormwater** or **Uncontaminated Water**, or any combination thereof;

3.67. "**Solvent Extractable Matter**" means grease and oil as determined by **Standard Methods**;

3.68. "**Spill**" when used with reference to a **Pollutant**, means a direct or indirect discharge into the **Sewage Works**, **Drainage Works**, or the **Natural Environment** from/out of a structure, vehicle, or other container that is abnormal in quantity or quality considering all the circumstances of the discharge;

3.69. "**Standard Methods**" means the procedure set out in **Standard Methods** for the Examination of Water and **Wastewater** published jointly by the American Public Health Association, Water Environment Federation, and American Water Works Association, latest addition, or the **Ministry of Environment, Conservation and Parks** publication Protocol for the Sampling and Analysis of **Industrial/Municipal Wastewater**, 2016, as may be amended, modified, supplemented or replaced from time to time, or approved in writing by the Environmental Protection Officer;

3.70. "**Storm Sewer**" means a **Sewer** for the collection and transmission of **Uncontaminated Water**, **Stormwater**, drainage from land or from a **Watercourse**, or any combination thereof;

3.71. "**Stormwater**" means the water running off the surface of a drainage area during and immediately after a period of rain or snow melt, including water from roofs, sump pumps or **Foundation Drains**;

3.72. "**Stormwater Management**" means drainage control practices and constructed works implemented to protect property, natural or constructed **Watercourses**, and **Surface Water Features** from **Stormwater** impacts;

3.73. "**Subsurface Water**" means water beneath the earth's surface, including **Groundwater** and **Foundation Drain** water;

3.74. "**Surface Water Feature**" means water-related features, including

headwaters, rivers, stream channels, inland lakes and ponds, seepage areas, recharge/discharge areas, springs, wetlands and associated riparian lands that can be defined by their soil moisture, soil type, vegetation, and topographic characteristics;

3.75. **“Total Kjeldahl Nitrogen”** (TKN) means organic nitrogen as determined by **Standard Methods**;

3.76. **“Total Phosphorus”** means **Total Phosphorus** as determined by **Standard Methods**;

3.77. **“Total Suspended Solids”** (TSS) means insoluble **Matter** in liquid that is removable by filtration, as determined by the appropriate procedure described in **Standard Methods**;

3.78. **“Town”** means The Corporation of the Town of Orangeville or its designated representative;

3.79. **“Uncontaminated Water”** means water to which no **Matter** has been added because of its use, or to modify its use, by any **Person** or by any means, with a level of quality which is comparable to potable water normally supplied by the **Town**;

3.80. **“Waste Disposal Site Leachate”** means water which contains dissolved and suspended materials due to percolating through land upon which waste is deposited for its disposal, as licensed under the **Environmental Protection Act**;

3.81. **“Waste Radioactive Material”** means any waste material exhibiting the property of spontaneous disintegration of atomic nuclei, usually with the emission of penetrating radiation or particles;

3.82. **“Waste Survey Report”** means the report to be submitted by Multi Residential premises with a **Private Sewage Collection System**, Institutional, **Commercial** and **Industrial Owners**, that discharge to the **Sewage Works** or **Drainage Works**, which details the quantity and characteristics of **Wastewater** generated on-site, including site lay-out, processes, material storage and **Service Connections**, as applicable, in a form established by the Town and amended from time to time;

3.83. **“Wastewater”** means a composite of water and water-carried wastes from residential, **Commercial**, **Industrial** or Institutional premises or any other source, including swimming pools, hot tubs, spas, or wading pools;

3.84. **“Wastewater Sludge”** means solid material recovered from the **Wastewater**

treatment process;

3.85. "**Water Pollution Control Plant**" means a facility for the physical, chemical, biological or radiological treatment of **Wastewater** and includes sludge treatment, **Wastewater Sludge** storage and disposal facility;

3.86. "**Watercourse**" means an open channel, ditch or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently;

4. **Town Administrative Responsibilities**

4.1. The administration and enforcement of this By-law shall be under jurisdiction of the General Manager;

4.2. Council may appoint By-law Enforcement Officers and Environmental Protection Officers for the purpose of the enforcement of this By-law;

4.3. The General Manager, Infrastructure Services or designate shall be authorized to prescribe any form, agreement or permit required under this By-law and may amend or revise such forms, agreements or permits from time to time, provided the form, agreement, or permit, amendment(s) or revision(s), as the case may be, are satisfactory to the **Town**;

4.4. The General Manager may delegate any action that they are authorized to perform under this By-law;

4.5. The **Town** shall establish and periodically update standards, guidelines and specifications governing the design, construction, operation, maintenance, repair and rehabilitation of the **Sewage Works** and **Drainage Works**;

5. **Responsibilities of the Owner:**

5.1. The entire cost of providing, installing, operating, maintaining, repairing, replacing and/or relocating any **Private Sanitary Lateral** or **Private Sewage Collection System** and any **Private Storm Lateral**, **Private Drainage System** or private **Stormwater Management** system, and **Appurtenances** connected thereto, shall be the responsibility of and paid for by the **Owner**;

5.2. Every **Owner** shall maintain their **Private Sanitary Lateral**, **Private Sewage Collection System**, **Private Storm Lateral**, **Private Drainage System** or private **Stormwater Management** systems, including **Appurtenances** connected thereto, in good working order and condition in accordance with its designated purpose and to the satisfaction of the **Town**;

5.3. Every **Owner** of an ICI property shall maintain entire length of sanitary and

storm laterals including **Appurtenances** to the main;

5.4. Every **Owner** shall ensure that all maintenance holes, Interceptors, **Catch Basins**, devices, and/or **Appurtenances** on sanitary and storm laterals required under this By-law are maintained as per design;

5.5. Every **Owner** of a **Private Sewage Collection System** shall:

- a) Properly operate their facilities;
- b) Promptly resolve any maintenance needs; and
- c) Regularly inspect the system to ensure it complies with this By-law.

5.6. Once a **Service Connection** has been installed and put into service, no **Person** shall alter, modify or disconnect the **Service Connection** from a **Sanitary Sewer** or **Storm Sewer** without the prior written approval of the General Manager

5.7. Every **Owner** shall, at all reasonable times and upon reasonable notice provided by the **Town**, allow and provide access to buildings or premises to any **Person** authorized by the **Town** for the purposes of inspecting, maintaining, repairing, disconnecting or reinstalling a **Service Connection** or for taking corrective action and/or carrying out work required by this By-law;

5.8. Every **Owner** shall be responsible for fees in relation to applications and other requirements of this By-law as set out in the **Town's Water and Wastewater Rates and Charges By-law**;

5.9. Only an **Owner** may request the disconnection of a **Service Connection**, such request shall be made in writing in a form as specified by the **Town**;

5.10. No **Person** shall cause or permit any Leak to occur from a **Private Sanitary Lateral, Private Sewage Collection System, Sewage** holding tank, septic tank or any other private **Sewage** treatment system;

5.11. Every **Owner** shall be responsible for notifying **Spills** action centre of a leak occurring on/or from their infrastructure;

5.12. Every **Owner** shall take corrective action to repair a Leak that occurs from a **Private Sanitary Lateral, Private Sewage Collection System, Sewage** holding tank, septic tank or any other private **Sewage** treatment system at the **Owner's** expense;

5.13. Every **Owner** shall indemnify and hold harmless the **Town** for any loss or damage to the **Town** or to any **Person** that may occur in, or because of, work carried out or actions by the **Owner** or an agent of the **Owner** as required

under this By-law;

5.14. Every **Owner** shall be responsible for connecting to the **Town's Sanitary Sewer** on decommissioning of a septic tank.

6. Access to Information

6.1. All information submitted to and collected by the **Town** in the administration of this By-law including information contained in any report, permit, agreement, program, survey, monitoring, inspection and sampling activities is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M-56, ("MFIPPA") as amended.

6.2. Where information submitted is considered confidential or proprietary in nature or otherwise may be exempt from disclosure under MFIPPA, the **Person** submitting the information shall so identify that information upon its submission and shall provide sufficient details as to the reason for its purported exemption from disclosure.

7. Sanitary Sewer Discharge Requirements

7.1. No **Person** shall discharge or deposit or cause or permit the discharge or deposit of any of the following **Matter** into or in any **Sanitary Sewer** or municipal or private **Service Connection** to any **Sanitary Sewer** any type of **Matter** at any temperature or in any quantity which:

- a) May be, or may become, a health or safety hazard to a **Town** employee;
- b) May be, or may become, harmful to the **Sewage Works**;
- c) May cause a **Sewage Works** effluent to contravene any requirement by or under the **Ontario Water Resources Act** or the **Environmental Protection Act**.

7.2. No **Person** shall discharge or deposit or cause or permit the discharge or deposit of any of the following **Matter** into or in any **Sanitary Sewer** or municipal or private **Service Connection** to any **Sanitary Sewer**:

- a) any **Matter** which may cause the sludge or compost from the **Sewage Works** to fail to meet the criteria for utilizing the sludge or compost for beneficial use under O. Reg. 267/03 made under the Nutrient Management Act, 2002, S.O. 2002, c.4 or any applicable Provincial Guideline;
- b) any **Matter** which may interfere with the proper operation of the **Sewage Works** or which may impair or interfere with any **Sewage** treatment process;
- c) any **Matter** which is or may result in a hazard to any **Person**, animal, property or vegetation;

7.3. Without limiting the generality of the foregoing, no **Person** shall discharge or deposit or cause or permit the discharge or deposit of any of the following **Matter** into or in any **Sanitary Sewer** or municipal or private **Service Connection** to any **Sanitary Sewer** any of the following:

- a) Solid or viscous substances in such quantity or size as to be capable of causing obstruction to the flow in a **Sewer**, including but not limited to fats, oils, greases, wipes, rags, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal guts or tissues, paunch manure, whole blood or the product of any garbage grinder;
- b) **Sewage** that causes or may cause an offensive odour to emanate from the **Sewage Works**, and includes **Sewage** containing hydrogen sulphide, carbon disulphide and other reduced sulphur compounds, amines or ammonia;
- c) **Stormwater**, water from drainage of roofs or land, water from a **Watercourse** or **Uncontaminated Water**;
- d) Water that has originated from a source separate from the water distribution system of the **Town**;
- e) **Sewage** or **Uncontaminated Water** at a temperature greater than 60° Celsius; vi. **Sewage** having a **pH** less than 6.0 or greater than 9.5;
- f) **Sewage** which consists of two or more separate liquid layers;
- g) **Sewage** containing dyes or colouring materials which pass through the **Sewage Works** and discolour the **Sewage Works** effluent;
- h) The following materials, or **Sewage** containing any of the following, in any amount:
 - i. **Fuel**
 - ii. **PCBs**
 - iii. **Pesticide**
 - iv. **Severely Toxic Contaminant**
 - v. **Waste Radioactive Material**
- i) The following materials, or **Sewage** containing any of the following, in any amount:
 - i. **Hauled Sewage**; or
 - ii. **Waste Disposal Site Leachate**; or
- j) The following hazardous wastes in any amount:
 - i. **Acute Hazardous Waste Chemical**;
 - ii. **Hazardous Industrial Waste**;
 - iii. **Hazardous Waste Chemical**;
 - iv. **Ignitable Waste**;

- v. **Pathological Waste**;
 - vi. **PCB Waste**;
 - vii. **Reactive Waste**; or
 - viii. **Any Deleterious materials**
- k) **Wastewater** containing a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Schedule 'A' of this By-law, unless:
- i. The discharge is in accordance with a valid Overstrength Surcharge Agreement prior to January 1, 2026;
 - l) Waste water containing concentrations excessive of schedule 'A,' expressed in milligrams per liter, more than any one or more of the limits in Schedule 'A' of this By-law, must be pre-treated prior to discharge into the **Sanitary Sewer** system to concentrations to comply with Schedule 'B'

7.4. Any significant increase in **Sewage** discharge as determined by water use, as deemed by the **Town** may trigger pre-treatment requirements.

8. Storm Sewer Discharge Requirements

- 8.1. No **Person** shall discharge or deposit, or cause or permit the discharge or deposit, into any **Service Connection** to the **Drainage Works** any type of **Matter** at any temperature or in any quantity which may:
- a) Interfere with the proper operation of a **Storm Sewer**;
 - b) Obstruct a **Storm Sewer** or the flow therein;
 - c) Result in a hazard to any **Person**, animal, property or vegetation;
 - d) Impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir or other water or **Surface Water Feature**; or
 - e) Result in the contravention of an approval, requirement, direction or other order under the **Ontario Water Resources Act, Environmental Protection Act**, or Clean Water Act, 2006 with respect to the **Storm Sewer** or its discharge.
- 8.2. Without limiting the generality of the foregoing, no **Person** shall discharge or deposit, or cause or permit the discharge or deposit, into any **Service Connection** to the **Drainage Works** any:
- a) Water at a temperature greater than 40° Celsius;
 - b) Water having a **pH** less than 6.0 or greater than 9.0;
 - c) Water containing dyes or coloring material which discolor the water;
 - d) Water containing **Solvent Extractable Matter** of animal or vegetable origin or **Solvent Extractable Matter** of mineral or synthetic origin which causes

- a visible film, sheen or discoloration on the water surface;
- e) Water containing a concentration, expressed in milligrams per liter, in excess of any one or more of the limits identified in a **Discharge Agreement**;
- f) **Once-through Cooling Water or Blowdown**;
- g) Of the following materials in any amount:
 - i. Automotive or machine oils and grease;
 - ii. **Fuel**;
 - iii. Paint and organic solvent;
 - iv. **PCBs**;
 - v. **Pesticide**;
 - vi. **Severely Toxic Contaminant**;
 - vii. **Waste Disposal Site Leachate**;
 - viii. **Waste Radioactive Material**;
 - ix. **Acute Hazardous Waste Chemical**;
 - x. **Hazardous Industrial Waste**;
 - xi. **Hazardous Waste Chemical**;
 - xii. **Ignitable Waste**;
 - xiii. **Pathological Waste**;
 - xiv. **PCB Waste**;
 - xv. **Reactive Waste**;
 - xvi. Grout, cement, asphalt, sand, gravel; or
 - xvii. Any **Matter**, including **Deleterious materials** that in any concentration or quantity will cause the death of or injury to any **Person**, fish, animal, bird, fowl, or damage to any property.

9. Private Drain Discharge Requirements

- 9.1. No **Person** shall alter, fill, obstruct, block or in any way interfere with a **Private Drain**, including allowing a **Private Drain** to fall into disrepair, such that the flow of **Stormwater**, **Groundwater**, surface water, or **Subsurface Water** from or to another property, including both public and private land private is impacted.
- 9.2. No **Person** shall allow for the discharge of their storm water to be pumped directly onto **Town** Property, or the **Sanitary Sewer** System, the **Owner** is responsible for ensuring water from their sump pump is discharged within their own property.
- 9.3. Every **Owner** of land shall keep any **Private Drain** on land owned or occupied by them in a good state of repair and shall alter, relay or repair any **Private Drain** as may be required to ensure compliance with this By-law.

9.4. The **Town** may issue an order to comply to the **Owner** of any land requiring the **Owner** to maintain, repair, alter, relocate or relay any **Private Drain**, within a specified number of calendar days, as may be required by the **Town** pursuant to subsection 9.3.

9.5. If any **Person** causes or permits the alteration, fill, obstruction or blocking of, or interference with, any **Private Drain**, the **Town** may, by written notice to, or served on, such **Person**, require such **Person** to remedy or remove the alteration, fill, obstruction, blocking or interference forthwith

10. Report and Sampling Requirements

10.1. Every **Owner** of an Institutional, **Commercial**, or **Industrial** premises that discharges **Wastewater**, **Stormwater**, **Non-contact Cooling Water**, **Uncontaminated Water** or any combination thereof shall upon request, submit to the **Town** a **Waste Survey Report** in the format as approved by the General Manager, Infrastructure Services or their designate;

10.2. Every **Owner** of a **Multi-Residential** property serviced by a **Private Sewage Collection System** shall, upon request, submit to the General Manager a **Waste Survey Report** in the format as approved by the General Manager;

10.3. Every **Owner** of a **Private Sewage Collection System** shall, upon request, submit to the **Town**:

- a) A maintenance, operations, and inspection program for their facilities in a format as approved by the General Manager; and
- b) Any system facility performance details in a format as approved by the General Manager.

10.4. Every **Owner** shall provide written notification to the **Town** of any change to information provided under this By-law or an agreement made hereunder, including but not limited to **Wastewater** composition or process changes, within 30 days of the change or within such other time period specified in an agreement;

10.5. Where the **Town** obtains a sample for the purpose of determining the characteristics or contents of any **Sewage**, **Uncontaminated Water**, **Wastewater** or **Stormwater**, the quantity of samples will be determined by the **Town**. The sample may be a **Grab Sample** or a **Composite Sample** and may contain additives for its preservation and may be collected manually or by using an automatic sampling device;

10.6. Except as otherwise specifically provided in this By-law, all tests, measurements, analyses and examinations of **Wastewater**, **Sewage**,

Uncontaminated Water and **Stormwater** pursuant to this By-law shall be carried out in accordance with **Standard Methods** and shall be performed by an **Accredited Laboratory** for analysis;

10.7. The analysis of metals shall be for the quantity of total metal, which includes all metal, both dissolved and particulate.

11. Discharge Self-Monitoring and Sampling Requirements

11.1. Every **Discharger** of any **Matter** to the **Sewage Works** or the **Drainage Works** shall complete any monitoring or sampling of any discharge as required by the **Town** and shall report the results to the **Town** in the form specified by the **Town**;

11.2. The obligations set out in or arising out of section 13.1 shall be completed at the expense of the **Discharger**;

11.3. Sampling or reporting that identifies non-compliance to the By-law by the **Town** shall be corrected by the **Discharger**, at the expense of the **Discharger**, including any expenses incurred by the **Town** in connection with the non-compliance or its correction.

12. Additional Connection Requirements (Industry Specific)

12.1. Food Related Grease Interceptors

Every **Owner** of a restaurant and where the sanitary discharge is directly or indirectly connected to a **Sewer**, shall:

- a) Install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a **Sanitary Sewer**;
- b) Ensure oil and grease are prevented from entering the **Sanitary Sewer** in excess of the provisions of this By-law;
- c) Ensure that oil and grease Interceptors do not discharge to **Storm Sewers**;
- d) Ensure that a building permit is obtained prior to installation of an oil and grease interceptor;
- e) Ensure that oil and grease interceptors are installed in compliance with the most current requirements of the Ontario Building Code and meet the requirements of the Canadian Standards Association national standard CAN/CSA B-481 (Series 12), as amended;
- f) Ensure that all oil and grease Interceptors are maintained according to the manufacturer's recommendations;

- g) Ensure that testing, maintenance and performance of interceptors meet the requirements of CAN/CSA B-481, as amended;
- h) Clean traps before the thickness of the organic material and solids residuals are greater than twenty-five percent of the available volume in such frequency as required by the manufacturer's recommendations. Maintenance requirements must be posted in the workplace in proximity to the grease interceptor;
- i) Ensure that a maintenance schedule and record of maintenance is submitted to the **Town** within (14) fourteen days of inspection and clean out for each interceptor installed;
- j) Inspection and clean-out to be completed and results submitted to the **Town** within thirty (30) days of the anniversary date of such installation, or as required by the CAN/CSA B-481, or earlier if requested by the **Town**;
- k) Every Owner shall, at the Owner's expense, ensure the completion of an inspection and clean-out to be completed in respect of the Owner's Land within three (3) years of the date when this By-law comes into effect or within the time limit specified by the Town in a notice delivered to the Owner.
- l) Keep the document of proof for interceptor clean-out and oil and grease disposal for a minimum of two years; and
- m) Ensure that no **Person** uses emulsifiers, enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease interceptor.

12.2. **Vehicle and Equipment Service Oil and Grit Interceptors**

Every **Owner** of a vehicle or equipment service station, repair shop, garage or **Industrial, Commercial** or Institutional premises or any other establishment where motor vehicles are repaired, lubricated or maintained, and where the sanitary discharge is directly or indirectly connected to a **Sewer**, shall:

- a) Install an oil and grit interceptor designed to prevent motor oil and lubricating grease from passing into the **Sanitary Sewer** in excess of the limits in this By-law;
- b) Install, operate and properly maintain an oil and grit interceptor in any piping system at its premises that connects directly or indirectly to a **Sewer**;
- c) Ensure that a building permit is obtained prior to installation of an oil and grit interceptor;
- d) Ensure that the oil and grit interceptors are installed in compliance with the most current requirements of the Ontario Building Code and be maintained as recommended by the Canadian Petroleum Products Institute (CPPI), in

good working order and according to the manufacturer's recommendations;

- e) Inspect oil and grit interceptors regularly to ensure performance is maintained to the manufacturer's specifications for performance and to ensure the surface oil and sediment levels do not exceed the recommended level;
- f) Ensure that a maintenance schedule and record of maintenance is submitted to the **Town** within (14) fourteen days of inspection and clean out for each oil and grit interceptor installed;
- g) Inspection and clean-out to be completed and results submitted to the **Town** within thirty (30) days of the anniversary date of such installation, or as required by the CAN/CSA B-481, or earlier if requested by the **Town**;
- h) Every Owner shall, at the Owner's expense, ensure the completion of an inspection and clean-out to be completed in respect of the Owner's Land within three (3) years of the date when this By-law comes into effect or within the time limit specified by the Town in a notice delivered to the Owner.
- i) Keep the document of proof for Interceptor clean-out and oil and grease disposal for a minimum of two years; and
- j) Ensure that no **Person** uses emulsifiers, enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease Interceptor.

12.3. Sediment Interceptors

Every **Owner** of a premises from which sediment may directly or indirectly enter a **Sewer**, including premises using a ramp drain or area drain and vehicle wash establishments, shall;

- a) Ensure that such sediment is prevented from entering the drain or **Sewer** in excess of the limits in this by-law;
- b) Ensure that **Catch Basins** installed on private property for the purposes of collecting **Stormwater** and carrying it into the **Storm Sewers** shall be equipped with an oil & grit interceptor;
- c) Ensure the installation of these **Catch Basins** on private property comply with the **Town's** Linear Infrastructure Standards, as may be amended from time to time;
- d) Ensure all oil and sediment interceptors are maintained in good working order according to manufacturer's recommendations;
- e) Ensure that a maintenance schedule and record of maintenance is submitted to the **Town** within (14) fourteen days of inspection and clean

out for each oil & sediment interceptor installed;

- f) Inspection and clean-out to be completed and results submitted to the **Town** within thirty (30) days of the anniversary date of such installation, or as required by the CAN/CSA B-481, or earlier if requested by the **Town**;
- g) Every **Owner** shall, at the **Owner's** expense, ensure the completion of an inspection and clean-out to be completed in respect of the **Owner's** Land within three (3) years of the date when this By-law comes into effect or within the time limit specified by the **Town** in a notice delivered to the **Owner**.
- h) Keep all documentation of interceptor clean-out and sediment disposal for a minimum of two years; and
- i) Submit the maintenance schedule and record of maintenance to the **Town** upon request for each sediment Interceptor installed.

12.4. **Dental Waste Amalgam Separator**

- a) Every **Owner** of a dental practice shall install and maintain a **Dental Amalgam Separator** and 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.
- b) Every **Owner** of a dental practice shall ensure that all **Dental Amalgam Separators** are maintained in good working order and according to the manufacturer's recommendations.
- c) Every **Owner** of a dental practice shall provide a maintenance schedule and record of maintenance to the **Town** upon request for each **Dental Amalgam Separator** installed and keep all maintenance documentation for a minimum of three years.

12.5. **Food Waste Grinders**

- a) No **Person** shall install or operate any food waste grinding devices, the effluent from which discharges directly or indirectly into a **Sanitary Sewer** or **Storm Sewer**.

12.6. **Hauled Sewage**

- a) No **Person** shall discharge **Hauled Sewage** into the **Sewage System** unless:
 - i. The carrier of the **Hauled Sewage** operating as a waste management system has a Certificate of Approval or Provisional Certificate of Approval issued by the Ministry of Environment, Conservation, and Parks or is exempt from the requirement to have a Certificate or Provisional Certificate of Approval;

- ii. A copy of the most recent Certificate of Approval or Provisional Certificate and any amendment is provided to the **Town**; and
 - iii. The carrier meets all conditions for discharge that is set out for each occurrence with and is granted approval, with respect to the haulage of **Sewage** by the **Town**.
- b) No **Person** shall discharge or permit the discharge of **Hauled Sewage**:
- i. At a location other than a **Hauled Sewage** discharge location approved by the **Town**; or
 - ii. Into the **Drainage System** or any **Surface Water Features**;

13. Non-contact Cooling Water

- 13.1. No **Person** shall discharge **Non-contact Cooling Water** or **Uncontaminated Water** to a **Sanitary Sewer** from any residential property.
- 13.2. The discharge of **Non-contact Cooling Water** or **Uncontaminated Water** to a **Sanitary Sewer** from an **Industrial**, **Commercial**, or Institutional property is permissible where:
- a) in the case of a proposed building, no **Storm Sewer** exists adjacent to the building and no opportunity exists to discharge to yard drainage; or
 - b) in the case of an existing building, no **Storm Sewer Service Connection** exists to the building.

14. Outside Storage of Matter

- 14.1. Every **Owner** shall ensure that all **Matter** stored outside of a **Multi-Residential** - as defined in the Ontario Building Code, **Commercial**, Institutional, or **Industrial** facility must be stored in a manner to prohibit its discharge into the **Natural Environment**, **Storm Sewer**, **Watercourse**, or where in the opinion of the **Town** or Risk Management Official, a threat to the **Town's** water supply may exist, or any combination thereof.
- 14.2. The **Town** may issue an abatement order requiring:
- a) Containment of **Matter** stored outside to be constructed to prevent discharge;
 - b) **Spills** contingency plan in place and available upon request; and
 - c) Any other action to prevent a discharge or release of **Matter** being stored.

15. Water Sourced from an Origin Other Than Municipal Water Supply

- 15.1. No **Person** shall discharge water originating from a source other than the **Town** water supply, directly or indirectly, to a **Sanitary Sewer**, unless:

- a) the discharge is in accordance with a **Discharge Agreement**; and
- b) the discharge does not exceed the limits set out under Schedule 'A'; or
- c) in the event the discharge does exceed the limits set out under Schedule 'A', the discharge is in accordance with an **Overstrength Surcharge Agreement** or **Overstrength Surcharge Compliance Agreement**.

15.2. All construction sites within the **Town** must comply with the Construction Specifications for Dewatering, OPSS.MUNI 517, November 2021, as amended.

15.3. Every **Owner** of a construction site from which water may directly or indirectly be discharged or deposited into a **Storm Sewer**, **Watercourse**, the **Natural Environment** and/or onto a roadway, or other **Town** property, shall install, operate, and properly maintain controls to prevent such a discharge or deposit.

15.4. Any **Stormwater** or **Groundwater** collected within any excavation or in any completed or partially completed basement shall be drained by pumping if gravity drainage is not possible, subject to the conditions of a **Discharge Agreement**. If pumping to a naturalized **Drainage Works** (such as a ditch), erosion control measures shall be implemented at the point of discharge, subject to MECP approval.

15.5. Every **Owner** of a construction site shall have a copy of any site required documents and permits, a copy of all documents shall be kept on site and a copy will be provided to the **Town** prior to construction.

16. Swimming Pools, Hot Tubs, or Spas

16.1. No water or **Wastewater** from a swimming pool, hot tub, spa or wading pool, including rainwater resting on a tarp which covers any of the foregoing, shall be discharged to the **Natural Environment** in a manner that may cause or causes erosion, soil instability, or the injury or destruction of trees and vegetation.

16.2. No **Person** shall discharge **Wastewater** from a non-saltwater swimming pool or hot tub/spa or wading pool:

- a) into **Storm Sewers** or **Watercourses**, unless treated to meet the limits in Schedule "A", for example, through the use of a de-chlorination device;
- b) in a manner that may cause or causes the **Wastewater** to flow onto an adjoining property;
- c) in a manner that may cause or causes erosion, soil instability, injury to or destruction of trees and vegetation, or harm to wildlife; or

d) in a manner other than is permitted under this By-law.

16.3.A **Person** is permitted to discharge **Wastewater** from a non-saltwater swimming pool or hot tub/spa or wading pool either:

- a) by way of a temporary or permanent connection to the **Private Sanitary Lateral** 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.

16.4. No **Person** shall discharge **Wastewater** from a saltwater swimming pool or hot tub/spa or wading pool:

- a) into the **Natural Environment** or **Drainage Works**;
- b) in a manner that may cause or causes the **Wastewater** to flow onto an adjoining property;
- c) in a manner that may cause or causes erosion, soil instability, injury to or destruction of trees and vegetation, or harm to wildlife; or
- d) in a manner other than is permitted under this By-law.

16.5. A **Person** is permitted to discharge **Wastewater** from a saltwater swimming pool or hot tub/spa or wading pool either:

- a) by way of a temporary or permanent connection to the **Private Sanitary Lateral** on the **Owner's** property; or
- b) through an approved and licensed hauler.

17. Spills

17.1. Every **Person** having the charge, management or control of a **Pollutant** that is **Spilled**, and every **Person** who **Spills** or causes or permits the direct or indirect **Spill** of any **Pollutant** (in this section 16, the "**Person** responsible") to the **Sewage Works, Drainage Works** or to the **Natural Environment** from or out of a structure, vehicle or other container which is abnormal in quantity or quality in light of all the circumstances of the discharge shall forthwith notify:

- a) the Ministry of Environment **Spills** Action Center, as per applicable legislation;
- b) the **Town**, and
- c) any **Person** whom the **Person** reporting knows or ought to know may be directly affected by the **Spill**.

17.2. In an event where there is an immediate danger to human health or safety

from a **Spill**, the **Person** responsible shall report the **Spill** to 911 emergency services immediately prior to completing the above;

18. Overstrength Surcharges

18.1. The discharge or deposit of **Wastewater** that would otherwise be prohibited by this By-law may be permitted to an extent fixed by an Overstrength Surcharge Agreement, including conditions for payment of additional costs of operation, repair and maintenance of the **Sewage Works**, and on other terms and conditions as may be deemed appropriate by the **Town**;

18.2. As of January 01, 2026, overstrength agreements will not be applicable, this section is only for existing Overstrength Surcharge Agreements

18.3. Every Overstrength Surcharge Agreement shall provide that the **Discharger** shall pay the assessed surcharge fees per the terms established under the **Town's Water and Wastewater Rates and Charges By-law**;

18.4. The surcharge fees to be paid to the **Town** under an Overstrength Surcharge Agreement shall be based on the amount of non-complying effluent being discharged.

18.5. Should testing of the **Wastewater** being discharged into the **Sewage Works** be required for the purpose of determining the surcharge fees, such testing shall be conducted by the **Town** to the satisfaction of the **Town**, using automated sampling devices or sampling procedures approved by the **Town**;

18.6. The **Town** is authorized to execute an Overstrength Surcharge Agreement in the form permitted and approved by the **Town**;

18.7. Notwithstanding a provision of an Overstrength Surcharge Agreement, the Overstrength surcharge rate and the sanitary discharge rate may be reviewed and may be adjusted accordingly from time to time as determined by the **Town** and set in the Water and **Wastewater Rates and Charges By-law**;

18.8. The **Town** may terminate an Overstrength Surcharge Agreement by written notice at any time, in accordance with the termination provisions of the agreement, for reasons including, but not limited to, the immediate threat or danger to any **Person**, property, plant or animal life, **Natural Environment**, **Sewage Works** or **Drainage Works**;

18.9. Every **Person** who is a party to an Overstrength Surcharge Agreement shall comply with all provisions of the agreement;

18.10. Notwithstanding the provisions of this section, Overstrength Surcharge

Agreements will only be permitted for **Dischargers** that, at the time of passing of this By-law, do not comply with Schedule 'A' of this By-law.

19. Monitoring Access Points

- 19.1. Every **Owner** of a **Commercial**, Institutional or **Industrial** premises or **Private Sewage Collection System** with one or more **Service Connections** to the **Sewage Works**, shall install and maintain in good repair in each **Private Sanitary Lateral** a suitable **Monitoring Access Point** to allow observation, sampling and flow measurement of the **Wastewater** therein, provided that, where installation of a **Monitoring Access Point** is not possible, an alternative device or facility, such as a sampling port, may be substituted with the prior written approval of the **Town**;
- 19.2. The **Monitoring Access Point**, or alternative device or facility, shall be located on the property of the premises as close to the property line as possible, unless the **Town** has given prior written approval for a different location;
- 19.3. Each **Monitoring Access Point**, or alternative device or facility, installed shall be designed and constructed in accordance with good engineering practice and the requirements of the **Town**, and shall be constructed and maintained by the **Owner** of the premises at the **Owner's** expense;
- 19.4. Every **Owner** of a premises with a **Monitoring Access Point**, or alternative device or facility, shall ensure that the **Monitoring Access Point**, device or facility is always accessible to the **Town** for the purposes of observing, sampling and obtaining flow measurement of the **Wastewater** therein.

20. Protection of the Sewage and Drainage Works

- 20.1. No **Person** shall enter, uncover, connect to, open, use alter or disturb any **Sewage Works** or **Drainage Works** unless specifically authorized to do so by the **Town**;
- 20.2. No **Person** shall break, damage, destroy, deface, remove or tamper, or cause or permit the breaking, damaging, destroying, defacing, removal or tampering of:
- a) Any part of the **Sewage Works** or **Drainage Works**, including any maintenance hole cover, grate, cap, Interceptor, **Catch Basin** or **Sewer** lateral inspection tee; or
 - b) Any permanent or temporary device installed in the **Sewage Works** or **Drainage Works** for the purposes of flow measuring, sampling and testing of **Wastewater**, **Uncontaminated Water** or **Stormwater**;

20.3.No **Person** shall conceal, interfere with, construct or maintain, or cause or permit to be concealed or interfered with or constructed or maintained, anything that has the effect of concealing or interfering with access to a municipal or private maintenance hole, cover, grate, cap, Interceptor, **Catch Basin** or **Sewer** lateral inspection tee.

21. Prohibition of Dilution

21.1.No **Person** shall discharge, deposit, or permit the discharge or deposit, directly or indirectly, of **Wastewater** into the **Sewage System** or **Drainage System** where water has been added to the discharge for the purposes of dilution to achieve compliance with Schedule 'A' of this By-law;

22. Enforcement and Penalty Provisions

22.1.The enforcement of this By-law shall be conducted by an Officer.

22.2.An Officer may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the By-law or an Order issued pursuant to this By law is complied with.

22.3.Every **Person** who contravenes any provision of this By-law, including failing to comply with an Order made under this By-law, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended, and the Municipal Act, as amended.

22.4.Any **Person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law or every director or officer of a corporation, who knowingly concurs in the contravention by the laying of an information under Part III of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended, is guilty of an offence and if found guilty of the offence is liable pursuant to the Municipal Act, as amended, to the following:

- a) on a first offence, to a fine not more than \$50,000.00; and
- b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00; and
- c) in the case of a continuing offence, for each day or part of a day that the offence continues, the maximum fine shall be \$10,000.00 per day for every day in contravention and the total of all daily fines for the offence is not limited to \$100,000.00.

22.5. No **Person** shall hinder or obstruct, or attempt to hinder or obstruct, any Officer exercising a power or performing a duty under this By-law.

- 22.6. Upon conviction any penalty imposed under this By-law may be collected under the authority of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.
- 22.7. If a **Person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **Person** convicted.
- 22.8. Sections 5, 7, 8, 9, 12, 13.1, 14.1, 15, 16, 17, 18.9, 19, 20, 21, 22.3, and 22.5, inclusive of all subsections thereunder, of this by-law are hereby designated as parts of this by-law to which the Administrative Penalty System By-law applies.
- 22.9. Any person who contravenes any Designated Provision of this by-law shall, upon issuance of a penalty notice in accordance with the Administrative Penalty System By-law, be liable to pay an administrative penalty and any administrative fees.

23. Orders

- 23.1. If an Officer has reasonable grounds to believe that a contravention of this By-law has not been complied with, the Officer may make an Order requiring the **Person** who contravened this By-law or who caused or permitted the contravention to occur to:
- a) discontinue the contravening activity; and/or
 - b) do work or take action to correct the contravention.
- 23.2. An Order under section 8.4 and 14.2. shall set out:
- a) reasonable particulars of the contravention adequate to identify the contravention;
 - b) the location of the premise on which the contravention occurred; and
 - c) either:
 - i. in the case of an Order under Sections 8.4 and 14.2., the date by which there must be compliance with the Order; or
 - ii. in the case of an Order under Sections 8.4 and 14.2., the action to be done and the date by which the action must be done.
- 23.3. An Order made under this By-law may be served **Personally**, by ordinary mail to the last known address or by email transmission to:
- a) the **Person** the Officer believes contravened this By-law; and

- b) such other **Persons** affected by the Order as the Officer making the Order determines, and/or
- c) An Order may be posted on site.

23.4. An Order sent by ordinary mail, shall be deemed to have been served on the seventh (7th) day after the date of mailing, or if sent by registered mail, shall be deemed to have been served on the fifth (5th) day after the date of mailing, or on the date of **Personal** service, or on the date of email transmission.

23.5. An Officer who is unable to effect service of an Order pursuant to this By-law shall place a placard containing the Order in a conspicuous place on the premise and the placing of the placard shall be deemed to be sufficient service. The placing of the placard of the Order shall be deemed to be served on the date of placing the placard.

24. Repealing Section

24.1. This By-law comes into force and into effect on the date of its passing and enactment.

24.2. By-law Number 75-96 (1996) and its amending by-laws are hereby repealed and replaced by this By-law as of the date and time of this By-law coming into effect.

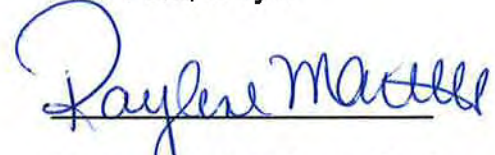
25. Effective Date

This by-law shall come into effect upon approval by the Council, subject to section 284.11 of the Municipal Act.

READ THREE TIMES AND PASSED IN OPEN COUNCIL THIS 27th DAY OF OCTOBER, 2025.



Lisa Post, Mayor



Raylene Martell, Town Clerk

Schedule “A” – Restricted Waste – Sanitary and Storm Sewer Discharge Concentration Limits

Table 1 – Sanitary Sewer Discharge Concentration Limits

Substance	Concentration Limit (mg/L, over a 24-hour period)
Carbonaceous Biochemical Oxygen Demand (cBOD)	8,000
Total Suspended Solids (TSS)	1,500
Total Kjeldahl Nitrogen (TKN)	500
Total Phosphorus (TP)	300
pH (unitless)	6.0 – 9.5
Temperature (Degrees Celsius)	60

Table 2 – Sanitary Sewer Discharge Loading Limits (24 Hour)

Substance	Loading Limit (kg/day)
Carbonaceous Biochemical Oxygen Demand (cBOD)	350
Total Kjeldahl Nitrogen (TKN)	25
Total Phosphorus (TP)	20

Table 3 – Sanitary Sewer Discharge Loading Limits (Quarterly)

Substance	Loading Limit (kg/day)
Carbonaceous Biochemical Oxygen Demand (cBOD)	250
Total Kjeldahl Nitrogen (TKN)	20
Total Phosphorus (TP)	10

Table 4 – Sanitary Sewer Discharge Organic Contaminant Limits

Substance	Concentration Limit (mg/L, except as noted)
Benzene	0.01
Chloroform	0.04
Dichlorobenzene (1,2-)	0.05
Dichlorobenzene (1,4)	0.08
Ethylbenzene	0.06
Hexachlorobenzene	0.0001
Methylene chloride (dichloromethane)	0.09
PCBs (chlorobiphenyls)	0
Phenols, Total (or Phenolic Compounds)	0.1
Tetrachloroethylene (1,1,2,2-)	0.06
Tetrachloroethylene	0.06
Toluene	0.02

Trichloroethylene	0.05
Xylenes, total	0.3
Bis (2-ethylhexyl) phthalate	0.012
Chlordane	0.1
Dichlorobenzidine 3,3'	0.002
Dichlorodiphenyltrichloroethane (DDT)	0.0001
Dichloroethylene cis -1, 2	4.0
Dichloropropylene trans-1,3	0.14
Di-n-butyl phthalate	0.08
Hexachlorocyclohexane (Lindane)	0.1
Mirex	0.1
Nonylphenol ethoxylates	0.2
Nonylphenols	0.02
Pentachlorophenol (PCP)	0.005
Phenolics (4AAP)	1.0
Polycyclic aromatic hydrocarbons (PAHs), total	0.005

Table 5 – Sanitary Sewer Discharge Inorganic Contaminant Limits

Substance	Concentration Limit (mg/L, except as noted)
Arsenic, total	1.0
Cadmium, total	0.7
Chromium, total	2.8
Cobalt, total	5.0
Copper, total	2.0
Cyanide, total	1.2
Lead, total	0.7
Mercury	0.01
Molybdenum, total	5.0
Nickel, total	2.0
Phosphorus , total	10.0
Selenium, total	0.8
Silver, total	0.4
Sulphide (as H ₂ S)	0.5
Zinc, total	2.0
Aldrin / dieldrin	0.0002
Aluminum	50
Antimony	5.0
Barium	5.0
Bismuth	5.0
Chloride	1500
Chromium, hexavalent	2.0

Fluoride	10.0
Gold	5.0
Iron	50
Manganese	5.0
PAH	0.005
Platinum	5.0
Rhodium	5.0
Sulphate (S04)	1500
Tin	5.0
Titanium	5.0
Vanadium	5.0
Xylenes, Total	0.3

Table 6 – Storm Sewer Discharge Contaminant Limits

Substance	Concentration Limit (mg/L, except as noted)
Total Suspended Solids	15
Biochemical Oxygen Demand	15
Chromium	0.2
Zinc	0.05
Lead	0.05
Nickel	0.05
Copper	0.01
Cadmium	0.001
Mercury	0.001
Fecal Coliforms (CPU/100mL)	200
Chemical Oxygen Demand	50
Phosphorous, Total	0.4
Phenolic Compounds	0.02
Chlorine	0.002