

**The Corporation Of The City Of Quinte West
By-Law Number 25-095**

A By-Law To Control Discharges To The Municipal Sewer System For The City Of Quinte West.

Whereas Section 11(1) 4 of the Municipal Act, 2001, permits a Municipality to pass by-laws respecting matters concerning public utilities, which includes the collection of sewage;

And Whereas the Municipal Act, 2001, S.O. 2001, c.25, Section 87, a municipality may enter on land, at reasonable times, to inspect the discharge of any matter into the sewage system of the municipality or into any other sewage system the contents of which ultimately empty into the municipal sewage system and may conduct tests and take samples for this purpose;

And Whereas the Council of the Corporation of the Municipality of Quinte West deems it necessary to regulate and inspect discharges to any sewer, sewer system or sewage works.

Now Therefore Be It Enacted By The Council For The Corporation Of The City Of Quinte West As Follows:

1. TITLE

1.1. That this By-law shall be entitled the "**Sewer Use By-Law**".

2. DEFINITIONS

2.1. In this By-law the following items shall have the corresponding meanings:

"acute hazardous waste chemicals" means acute, hazardous waste chemicals within the meaning of O.Reg. 347, as amended from time to time, made under the Environmental Protection Act. R.S.O. 1990, c.E.19 (EPA);

"Biochemical oxygen demand (BOD)" means the quantity of oxygen utilized in the biochemical oxidation of organic matter in five (5) days at twenty (20) degrees Celsius as determined in accordance with Standard Methods and expressed in milligrams per litre;

"blowdown water" means recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would impair the operation of the system;

"combined sewer" means a sewer intended to function simultaneously as a storm sewer and a sanitary sewer;

"combustible liquids" means a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius;

"Compliance Coordinator" means the individual that ensures regulatory/legislated compliance of water and wastewater operations;

"composite sample" means a volume of sewage, storm water, uncontaminated water, or effluent made up of three or more grab samples that have been

combined automatically or manually and taken at intervals during the sampling periods;

"connection" or **"drain"** means that part of those parts of any pipe or system of pipes leading directly to a sewage works;

"cooling water" means water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with process materials and that has been circulated through the cooling device, but does not include blowdown water;

"Director" means the Director of Public Works and Environmental Services of Quinte West and his/her successors or his/her duly authorized representatives;

"Discharger" means an owner or operator of an industrial, commercial or institutional premises who is discharging sewage, stormwater, cooling water or uncontaminated water into a sewage works;

"double municipal sewer connection" means a municipal sewer connection servicing two or more premises;

"fuels" means alcohol, gasoline, naphtha, diesel, fuel, fuel oil or any other ignitable substance intended for use as a fuel;

"grab sample" means a portion of the discharge from or deposit to the sewage works, that is collected at one instant in time;

"groundwater" means water beneath the earth's surface accumulating as a result of seepage;

"hauled holding tank sewage" means waste removed from a sewage holding tank;

"hauled septic sewage" means waste removed from a sewage system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet or a portable toilet;

"hauled waste" means any industrial waste which is transported to and deposited into any location in the sewage works excluding hauled sewage;

"hazardous industrial waste" means hazardous industrial waste within the meaning of O.Reg. 347, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 c.E. 19. (EPA);

"ignitable waste" means a substance that,

- a) is a liquid, other than an aqueous solution containing less than 24 percent alcohol by volume and has a flash point less than 61 degrees Celsius, as determined by the Tag Closed Cup Tester (ASTM D-56-97a), the Setaflash Closed Cup Tester (ASTM D-3828-97 or ASTM D-3278-96e1), the Pensky-Martens Closed Cup Tester (ASTM D-93-097), or as determined by an equivalent test method;
- b) is a solid and is capable, under standard temperature and pressure, of causing fire through friction, absorption of moisture or spontaneous chemical changes and, when ignited, burns so vigorously and persistently that it creates a danger;

- c) is an ignitable compressed gas (Class 2, Division D) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992 S.C. 1992, as amended; or
- d) is an oxidizing substance (Class 5, Divisions 1 and 2) as defined in the regulations under the Transportation of Dangerous Goods Act 1992 S.C. 1992, as amended;

"industrial" means of or pertaining to industry, manufacturing, commerce, trade, business, or institutions as distinguished from domestic or residential;

"inspector" means the Director of Public Works and Environmental Services or his or her designate and includes such municipal employees operating under the Director's authority;

"maintenance access point" means an access point in a private sewer connection, large enough for a man to enter to allow for observation, sampling and flow measurement of the sewage, uncontaminated water or storm water therein;

"matter" means any solid, liquid or gas;

"municipal sewer connection" means that part of any drain leading from the private sewer connection to the municipal sewer and located within the limits of the public road allowance, or other public lands or public land interests held for sewage purposes;

"Municipality" means the Corporation of the City of Quinte West;

"pathological waste" means pathological waste within the meaning of O.Reg. 347, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 c.E.19 (EPA);

"PCB" means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them;

"person" includes an individual, association, partnership, corporation or municipality and includes an agent or employee of such person;

"pesticide" means a pesticide regulated under the Pesticides Act, R.S.O. 1990, c.P.(PA);

"pH" means the logarithm of the reciprocal of the concentration of hydrogen ions in grams per litre of solution;

"private sewer connection" 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;

"reactive waste" means a substance that,

- a) is normally unstable and readily undergoes violent changes without detonating;
- b) reacts violently with water;
- c) forms potentially explosive mixtures with water;

- d) when mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
- e) is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
- f) is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement;
- g) is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure;
- h) is an explosive (Class 1) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992 S.C. 1992 as amended;

"sanitary sewer" means a sewer for the collection and transmission of domestic or industrial sewage or any combination thereof;

"severely toxic waste" means any contaminant listed in Schedule 3 of O.Reg. 347, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 c.E.19 (EPA);

"sewage" means any liquid, solid or gas containing organic, inorganic, animal, vegetable or mineral matter in solution or in suspension and includes things that float but does not include storm water or uncontaminated water;

"sewage works" means any works for the collection, transmission, treatment or disposal of sewage, storm water or uncontaminated water, including a combined sewer, sanitary sewer or storm sewer, or any part of such works, but not include plumbing or other works to which the Building Code Act, 1992 applies;

"sewer" means a pipe, conduit, drain, open channel, or ditch for the collection and transmission of sewage, storm water and/or uncontaminated water, or any combination thereof;

"spill" means a direct or indirect discharge into the sewage works, storm sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge;

"Standard Methods" means a procedure or method set out in Standard Methods for the Examination of Water and Wastewater published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation, Latest edition;

"storm sewer" means a sewer for the collection and transmission of uncontaminated water, storm water, drainage from land or from a watercourse or any combination thereof;

"storm water" means water from rainfall or other natural precipitation or from the melting of snow or ice;

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

"suspended solids" means solids that either float on the surface of or are in suspension in waste water and which are easily removable by laboratory filtering in accordance with Standard Methods;

"uncontaminated water" means potable water supplied by the Municipality that has not had any matter added to it after it has been supplied and any water to which no matter has been added intentionally or unintentionally;

"waste disposal site leachate" means the liquid containing dissolved or suspended contaminants which emanates from the waste and is produced by water percolating through the waste or by liquid in the waste;

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

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

3. SANITARY REQUIREMENTS

3.1. No person shall discharge or deposit or cause or permit the discharge or deposit of sewage or any other material into or in land drainage works, private branch drains or connections to any sanitary sewer in circumstances where,

- a) to do so may cause or results in,
 - i) a health or safety hazard to a person authorized by the Director to inspect, operate, maintain, repair or otherwise work on a sewage works;
 - ii) an offence under the Ontario Water Resources Act or the Environmental Protection Act, as amended from time to time, or any regulation made thereunder from time to time;
 - iii) biosolids from the sewage works to which either sewage discharges, directly or indirectly, to fail to meet the objectives and criteria as listed in the Ministry of the Environment publication entitled "Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land" dated March 1996, as amended from time to time;
 - iv) interference with the operation or maintenance of a sewage works, or which may impair or interfere with any treatment process;
 - v) a hazard to any person, animal, property or vegetation;
 - vi) an offensive odour to emanate from the sanitary sewer or combined sewer, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;
 - vii) damage to sewage works infrastructure; or
 - viii) an obstruction or restriction to the flow in the sanitary sewer.
- b) The sewage has one or more of the following characteristics:
 - i) a pH less than 6.0 or greater than 10.5;
 - ii) two or more separate liquid layers; or
 - iii) a temperature greater than sixty degrees Celsius.

- 3.2. No person shall discharge or deposit or cause or permit the discharge or deposit of sewage or any other material into or in land drainage works, private branch drains or connections to any sanitary sewer in circumstances where the sewage contains:
- a) acute hazardous waste chemicals;
 - b) combustible liquids;
 - c) dyes or colouring materials which pass through a sewage works and discolour the sewage works;
 - d) fuel;
 - e) hauled septic sewage and hauled holding tank sewage, except where:
 - i) the carrier of the hauled sewage is a waste management system operating under a certificate of approval or provisional certificate of approval issued under the Environmental Protection Act 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 Municipality; and
 - iii) the carrier meets all conditions for discharge that are or may be required from time to time by the Municipality;
 - f) hauled waste, except where
 - i) the carrier of the hauled sewage is a waste management system operating under a certificate of approval or provisional certificate of approval issued under the Environmental Protection Act 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 Municipality; and
 - iii) hauled waste meets the conditions set out in Clauses 23(3)(c) and 25(S)(b) of O.Reg. 347, R.R.O. 1990, as amended from time to time; and
 - iv) the carrier meets all conditions for discharge that are or may be required from time to time by the Municipality;
 - g) ignitable waste;
 - h) hazardous industrial waste;
 - i) hazardous waste chemicals;
 - j) pathological waste;
 - k) PCBs, except where:
 - i) the person has a certificate or approval for a mobile site or PCB mobile waste disposal system issued under the EPA or where the person is claiming exemption under a regulation;
 - ii) the person has demonstrated to the Municipality that the conditions of the exemption are met;
 - iii) a copy of the most recent certificate of approval or provisional certificate and any amendment is provided to the Municipality; and

- iv) the person has written approval from the Municipality for the discharge of the PCBs to the sewage works;
- l) pesticides;
- m) reactive waste;
- n) severely toxic waste;
- o) waste radioactive prescribed substances, except where:
 - i) the waste radioactive prescribed substances are being discharged under a valid and current licence issued by the Atomic Energy Control Board or its successor; and
 - ii) a copy of the licence has been provided to the Municipality;
- p) waste disposal site leachate, except where:
 - i) the person has written approval from the Municipality which authorizes the discharge or deposit of the waste disposal site leachate to the sewage works; and
 - ii) in the case where a certificate of approval or order has been issued which includes a provision for the disposal of waste disposal site leachate to the sewage works, a copy of the certificate of approval or order is provided to the Municipality or where the person is claiming as exemption, the person has demonstrated to the Municipality that the conditions of the exemption are being met;
- q) a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Schedule A of this By-law entitled "Limits for Discharge into Sanitary Sewers".
- r) wastewater generated by steam cleaning, except where:
 - i) such wastewater has first been discharged into a condensing tank; and
 - ii) the design, construction and installation of such tank has been approved by the Chief Building official; and
 - iii) the temperature of the wastewater prior to discharge has been reduced to 60 degrees Celsius or lower;
- s) solid or viscous substances in quantities of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes cinders, sand, mud, soil, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, bones, fish scales, animal or fish parts or tissues and paunch manure.

3.3. No person shall discharge storm water, groundwater, non-contact cooling water or uncontaminated water to a sanitary sewer except where the Municipality has provided by written notice of exemption to the person and so long as the person to whom the notice is directed is complying with any terms and conditions set out in the notice of exemption by the Director.

4. PROHIBITION OF DILUTION

4.1. No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of sewage into a sanitary sewer, storm sewer, municipal sewer connection or private sewer connection to any sanitary sewer or storm

sewer in circumstances where water has been added to the discharge for the purposes of dilution to achieve compliance with this By-law.

5. STORM SEWER REQUIREMENTS

- 5.1. No person shall discharge or deposit or cause or permit the discharge or deposit of matter into or in land drainage works, private branch drains or connections to any storm sewer, matter of any type, which may:
- a) interfere with proper operation of a storm sewer;
 - b) obstruct or restrict a storm sewer or the flow therein;
 - c) damage the storm sewer;
 - d) result in any hazard or adverse impact, to any person, animal, property or vegetation;
 - e) contravene or result in the contravention of a certificate of approval or provisional certificate of approval issued under the Ontario Water Resources Act or the Environmental Protection Act (Ontario) with respect to the storm sewer and or its discharge;
 - f) have one or more of the following characteristics:
 - i) Visible film, sheen or discoloration;
 - ii) Two or more separate layers;
 - iii) A pH less than 6.0 or greater than 9.5;
 - iv) A temperature greater than 40 degrees Celsius;
 - g) contain one or more of the following:
 - i) acute hazardous waste chemicals;
 - ii) blowdown;
 - iii) combustible liquids;
 - iv) floating debris;
 - v) fuel;
 - vi) hauled sewage;
 - vii) hauled waste;
 - viii) hazardous industrial waste;
 - ix) hazardous waste chemicals;
 - x) ignitable waste;
 - xi) pathological waste;
 - xii) PCBs;
 - xiii) pesticides;
 - xiv) reactive waste;
 - xv) severely toxic waste;
 - xvi) sewage;
 - xvii) waste radioactive prescribed substances;
 - xviii) waste disposal site leachate;
 - xix) a substance from raw materials, intermediate or final product, used or produced in, through or from an industrial process;
 - xx) a substance used in the operation or maintenance of an industrial site;
 - xxi) oil, grease, or any petroleum based product;
 - xxii) paint; or
 - xxiii) fire suppressant;

- h) contain E.coli colonies in excess of 200 per 100mL;
 - i) contain contaminants from raw materials, intermediate or final products or wastewater from an industrial operation; or
 - j) contain a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Schedule B of this By-law entitled "Limits for Discharge into Storm Sewers".
- 5.2. No person shall throw, deposit, or leave in or upon any sewer or any trap, basin, grating, manhole, or other appurtenance of any sewer any butcher's offal, garbage, litter, manure, rubbish, earth, gravel, dirt, hay, straw, twigs, leaves, rags, cinders, ashes or refuse matter of any kind.
- 5.3. A person may be required, by written notice from the Municipality to perform or undertake one or more of the following activities addressing storm water quality from the person's property:
- a) a study on storm water quality and/or quantity;
 - b) modification and/or construction of storm water facilities;
 - c) development and implementation of a best management plan;
 - d) adoption and implementation of pollution prevention techniques and measures; or
 - e) any other activity set out in the notice.
- 5.4. No person shall fail to comply with the requirements of a written notice as stipulated in Section 5.2 within the timelines specified in the notice.

6. REPORTING REQUIREMENTS

- 6.1. Prior to any discharge of sewage, storm water, cooling water, uncontaminated water or any combination thereof, to the sewage works or the storm sewer, a Discharger is required to complete and return to the Municipality the following reports:
- a) the "Complete Discharger Information Report" attached as Schedule C to this By-law; under the following conditions:
 - i) where in the opinion of the Municipality, the Discharger may have a significant impact on the sewage works; or
 - ii) the Discharger has or may require an extra strength surcharge agreement with the Municipality.
- 6.2. If a person discharging to the sewage works or the storm sewer prior to the enactment of this By-law, the Discharger shall comply with the requirements of 6.1 within 30 days after the passage of this By-law.
- 6.3. The conditions in 6.2 do not apply to an existing Discharger, if in the opinion of the Municipality, adequate information has been provided to and accepted by the Municipality prior to the date of enactment of this By-law.

- 6.4. Written notification must be provided to the Municipality of any change to the information reported under 6.1 within 15 days of the change.

7. DISCHARGER SELF-MONITORING

- 7.1. A Discharger shall complete any monitoring and sampling of a discharge to the sewage works as determined by the Municipality, and shall provide the results to the Municipality in a reporting format acceptable to the Municipality.
- 7.2. The duties of the Discharger as determined in 7.1 shall be completed at the expense of the Discharger unless the Municipality has made an agreement to share the expense with the Discharger.

8. EXTRA STRENGTH SURCHARGE AGREEMENT

- 8.1. The discharge or deposit of sewage that would otherwise be prohibited by this By-law may be permitted into or in any connection to any sanitary sewer or combined sewer to an extent fixed by an "Industrial Waste Surcharge Agreement" as outlined in Schedule D or a "Sanitary Discharge Agreement" as outlined in Schedule E with the Municipality under such conditions with respect to payment of additional sewage service rates or otherwise as may be deemed necessary by the Municipality to compensate for any additional costs of operation, repair and maintenance of the sewage works.
- 8.2.
 - a) The Municipality may authorize an Industrial Waste Surcharge Agreement to permit exceedances of the parameter limits as set out in Schedule A "Limits for Discharge Into Sanitary Sewers".
 - b) Upon recommendation, the Director is authorized to execute such agreements under the authority of this By-law.
- 8.3.
 - a) A Sanitary Discharge Agreement shall be made for the discharge of sewage that contains water that has originated from a source separate from the municipal water supply system.
 - b) Upon recommendation to the Director, the Municipality is authorized to execute such agreements under the authority of this By-law.
- 8.4. The agreements contemplated by Subsections 8.2(a) and 8.3(a) may be terminated by written notice at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, water or the sewage works.
- 8.5. A person who has entered into an agreement with the Municipality shall not be prosecuted under Section 3 of this By-law for the discharge or deposit of any matter specified in the agreement and in compliance with the agreement during the period within which the agreement is applicable and so long as the agreement is fully complied with.
- 8.6. An Industrial Waste Surcharge Agreement or a Sanitary Discharge Agreement shall be in the form and of the content as set out by the Director from time to time.

9. COMPLIANCE PROGRAM

- 9.1. The Municipality may issue a compliance program to address a non-compliance situation, where a Discharger is out of compliance with one or more conditions in Section 3 if, in the opinion of the Director, there are no other practical options available to eliminate the non-complying discharge.
- 9.2. Every compliance program shall be for a specific length of time during which treatment facilities are to be installed and shall be specific as to the remedial actions to be implemented by the industry, the dates of commencement and completion, and the materials or other characteristics or the matter to which it relates. The final activity completion date shall not be later than the final compliance date specified in the compliance program.
- 9.3. A person to whom a compliance program has been issued shall submit a compliance program progress report to the Director within 14 days after the scheduled completion date of each activity listed in the compliance program.
- 9.4. A person to whom a compliance program has been issued shall not be prosecuted under Section 3 of this By-law for the discharge or deposit of any matter specified in the compliance program during the period within which the compliance program is applicable and so long as the person complies with the compliance program.
- 9.5. The Municipality may levy an extra strength sewage service rate as described in Section 8 for non-complying wastes specified in the compliance program during the period within which the compliance program is applicable.
- 9.6. The Director may require the person to self-monitor for such parameters as specified in the compliance program for the duration in which the compliance program is applicable.
- 9.7. All costs associated with self-monitoring shall be the responsibility of the person to whom the approved compliance program is issued.
- 9.8. The Director may terminate a compliance program at any time in the event that the person issued the compliance program fails or neglects to carry out or diligently pursue the activities required of it and the termination shall be effective within 30 days of a written notice of termination.
- 9.9. A compliance program may be terminated by the Director by written notice at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, waters or the sewage works, and the termination shall be effective immediately.

10. MAINTENANCE ACCESS POINTS

- 10.1. The owner or operator of commercial, institutional or industrial premises or apartment/condominium building with one or more connections to a sewage works shall install and maintain in good repair in each connection a suitable maintenance access point to allow observation, sampling and flow measurement of the sewage, uncontaminated water or storm water therein, provided that where installation of a maintenance access point is not possible, an alternative device or facility may be substituted with the written approval of the Director.

- 10.2. Where there is no maintenance access point meeting the requirements of this By-law, the Municipality may require in written notification, the installation of a maintenance access point within a specified period of time or may permit the use of an alternate device or facility for the purpose of sampling a discharge to the sewage works.
- 10.3. Maintenance access points required under this By-law shall be:
- a) located on the property of the discharger unless the Municipality permits an alternative location;
 - b) accessible at all times by the Municipality;
 - c) constructed in a manner which meets with standards of the Municipality;
 - d) maintained to ensure access and structural integrity; and
 - e) maintained and constructed at the expense of the discharger.

11. SAMPLING AND ANALYTICAL REQUIREMENTS

- 11.1. The sampling and analysis required by this By-law shall be in accordance with the procedures, modified or unmodified, as described in the Standard Methods, the "Guidance Document for the Sampling and Analysis of Wastewater for the 1999 Model Sewer Use By-law" or a document generated by the Municipality.
- 11.2. Non-compliance with this By-law may be determined by the analysis of
- a) a single grab sample, or
 - b) a composite sample done in accordance with Section 11.1.
- 11.3. Conditions in this By-law are applicable to discharges as sampled at the last point of control prior to or after the discharge to the sewage works crosses the property boundary.
- 11.4. In the event that the person cannot provide a maintenance access point due to space limitations and the Municipality has agreed on an alternative sampling location, the conditions in the By-law are applicable to discharges as sampled at the agreed upon alternative sampling location.

12. SPILLS

- 12.1. In the event of a spill to a sewage works, the person responsible and/or the person having the charge, management and control of the spill shall immediately notify the Ministry of the Environment, Conservation and Parks' Spills Action Centre (SAC). Additionally, the person shall notify the Municipality immediately following notification to SAC, provide any information with respect to the spill that the Municipality requires and complete any work the Municipality may require to mitigate the spill.
- 12.2. The person shall provide a report on the spill to the Municipality, within five days after the spill, containing the following information:
- a) location where spill occurred;

- b) name and phone number of person who reported the spill and location where they can be contacted;
- c) date and time of spill;
- d) material spilled;
- e) characteristics of material spilled, including MSDS sheets;
- f) volume of material spilled;
- g) duration of spill event;
- h) work completed and/or still in progress in the mitigation of the spill; and
- i) preventative actions being taken to ensure the situation does not occur again.

12.3. All costs incurred by the Municipality as a result of such spill shall be borne by the person responsible for the spill.

13. GARBAGE GRINDER

- 13.1. No person shall install any garbage-grinding device for industrial, institutional, commercial or residential purposes, the effluent from which will discharge directly or indirectly into the sewage works.
- 13.2. No person shall replace any existing garbage grinding devices for industrial, commercial or residential purposes installed prior to the passage of this By-law.
- 13.3. Garbage grinding devices installed prior to the passing of this By-law for industrial, commercial or residential purposes, the effluent of which will discharge directly or indirectly into the sewage works can remain in operation under the following conditions:
 - a) The Owner or occupant of the garbage grinding device has a permit issued by the Plumbing Inspector of the City of Quinte West at the time the garbage grinding device was originally installed, if a permit was required at the time of original installation;
 - b) The quantity of waste to be processed does not have an adverse effect on the sewage works;
 - c) In the event that accumulations of solid waste are detected in a sewer and such accumulations are being caused by the operation of a garbage grinding device:
 - i) The sewer shall be cleaned at the expense of the Owner of the establishment or the residence operating the garbage grinder; and
 - ii) The Owner of the garbage grinder shall be required to make such improvements to the operation or maintenance of the garbage grinder as the City deems necessary in order to prevent further accumulations; and
 - iii) The Owner of the garbage grinder may be required by the Operating Authority to discontinue the use of the garbage grinder.

14. GREASE/SEDIMENT INTERCEPTORS

- 14.1. Every owner or operator of a restaurant or other industrial, commercial or institutional premises where food is cooked, processed or prepared, which premises is connected directly or indirectly to a sewer, shall take all necessary measures to ensure that oil and grease are prevented from entering the sewer: In particular, the owner or operator shall install, operate and properly maintain a grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer. Such grease interceptors shall be adequately sized so as to provide effective removal of oil and grease.
- 14.2. Every owner or operator of a commercial, industrial or institutional premises at which floor drains of a service garage are connected directly or indirectly to a sewer shall install and maintain an oil interceptor designed to prevent motor oil and lubricating grease from passing into drainage piping which is connected directly or indirectly to a sewer.
- 14.3. Every owner or operator of a premises from which sediment may directly or indirectly enter a sewer, including but not limited to premises using a ramp drain or area drain, car and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the drain or sewer.
- 14.4. Every grease interceptor and sediment interceptor shall be installed, operated, and maintained in accordance with the manufacturer's instructions and shall be inspected and cleaned frequently to ensure that it is operating effectively.
- 14.5. Owners or operators of premises having grease or sediment interceptors shall keep a record of interceptor maintenance including the date(s) on which cleaning/maintenance occurred, the person or contractor responsible, and the method and destination of waste disposal, and upon request these records shall be made available to the Municipality.

15. PRETREATMENT AND SELF-MONITORING AND REPORTING

- 15.1. The Director may require the owner or operator of industrial premises discharging, or proposing to discharge, into the municipal sewage works effluent exceeding the strength, nature, quantity or quality provided for this By-law to install and maintain a pretreatment facility or holding tank so that the effluent will be reduced accordingly.
- 15.2. The pretreatment facility or holding tank shall be located on the property of the owner or operator of the premises.
- 15.3. Any pretreatment facility or holding tank installed as required in Section 14.1 shall be designed and constructed in accordance with good engineering practice and the requirements of the Director, and shall be constructed and maintained by the owner or operator of the premises at his/her expense.
- 15.4. The Director may require the owner or operator of the industrial premises to install and maintain devices to monitor sewage, uncontaminated water or storm water discharges and to submit regular reports regarding the discharges to the Municipality.

- 15.5. No person with a pretreatment facility or holding tank shall fail to keep a record of cleaning and maintenance and to produce such record to the Municipality on request.

16. GENERAL

- 16.1. No person shall prevent, hinder, obstruct or interfere in any way with the Director or an inspector,
- a) entering in or upon any land or premises, except land or premises being used as a dwelling house, at any reasonable time without a warrant;
 - b) making such tests or taking such samples as he/she deems necessary;
 - c) inspecting, observing in any plant, machinery, equipment, work or activity for the purpose of administering or enforcing this By-law.
- 16.2. No person shall uncover, make any connection with, or opening into break, alter, damage, destroy, deface, or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering with, any part of a sewage works; or
- a) any permanent or temporary device installed in a sewage works for the purpose of flow measuring, sampling and testing of sewage, uncontaminated water or storm water.
- 16.3. Any person discharging sewage, uncontaminated water or storm water to the municipal sewage works shall be responsible for ensuring that such sewage, uncontaminated water or storm water conforms at all times to the provisions of this By-law, and shall be liable for any damage or expense arising out of his/her failure to properly check and control such discharge, including the cost of investigation, repairing, cleaning or replacing any part of any municipal sewage works damaged thereby.
- 16.4. Unless specifically authorized by the Director, no person shall enter any sewage works.

17. SEWER CONNECTIONS

- 17.1. No person shall:
- a) erect or cause or permit to be erected any new building on lands that are serviced by a sanitary sewer unless the new building is connected to the sanitary sewer;
 - b) construct, install, maintain or cause or permit to be constructed, installed or maintained, whether installed prior to the date of the passing of this by law or any of its predecessors, a direct or indirect connection to the sanitary sewer connection which would permit anything other than sanitary sewage to discharge into the sanitary sewer connection;
 - c) construct, install, maintain, or cause or permit to be constructed, installed, or maintained a direct or indirect connection to the sanitary sewer connection without final inspection by the Municipality and all such connections shall require a clean out connection as per municipal standards.

- 17.2. No person shall construct or excavate to repair a sewer or sewer connection on any road allowance, easement or other public land unless under a contract or agreement with the Municipality.
- 17.3. Reconstructed Buildings:
- a) Whenever an existing building is substantially demolished, the existing municipal sewer connections shall be disconnected at the municipal sewers and inspected at the expense of the owner of the building or agent. The owner or agent holding the permit to construct the replacement building shall be required to apply and pay for the installation of new municipal sewer connections. For the purpose of this section, an existing building is substantially demolished when more than fifty percent of the exterior walls of the first story above grade are removed whether or not they are subsequently replaced.
 - b) An owner or agent who is applying for a permit to construct a replacement building or to disconnect a dwelling from a septic tank to connect to a sanitary sewer connection shall be entitled to use an existing municipal sewer connection, which, upon inspection by the Municipality, is found to be in satisfactory condition. The applicant shall pay for the cost of the inspection, the amount of which shall be determined from time to time by the Municipality.
- 17.4. The Director may order the temporary disconnection of any water/wastewater services whenever the Director considers it necessary and for so long as the Director considers it necessary to prevent continued or repeated violations of this By-law, and during that time no person shall use or cause or permit the use of such a connection.
- 17.5. The Director shall not order such temporary disconnection unless the Director has first provided notification to the property owner and occupant, if any, specifying the nature of the violation of this By-law and indicating the intention to order temporary disconnection, unless the Director can be satisfied such violations will not continue or recur. The cost of the disconnection and reconnection shall be borne by the property owner and shall be payable before any reconnection is made.
- 17.6. Any person desiring a sewer connection shall make an application to the Municipality on forms supplied by the Municipality and accompanied by such plans as may be required and pay a fee for the application. The owner of the property to be served, or the owners' agent shall sign the application, and the owner shall be responsible for the completeness and accuracy of the information furnished on such application and plans.
- 17.7. A sewer lateral or sewer connection on public property between the sewer main and private property shall be installed by the Municipality or under a contract or agreement with the Municipality at the cost of the owner or agent for such work and at rates and to specifications determined from time to time by the Municipality. Sewer connections on private property shall be installed by the owner pursuant to a building permit having been previously issued for such purpose by the Municipality and at the expense of the owner or agent.

- 17.8. The property owner shall be responsible for maintaining the sewer lateral connecting the owner's building to the sewer main. This shall include the responsibility for maintenance of the portion of the sewer lateral on public property between the sewer main and private property.
- 17.9. Methods and materials used on the construction of sewer connections shall resist entry of roots and acid or alkali damage, and shall be acceptable to the Director. Please refer to the "City of Quinte West Engineering Design Standards" for materials which are acceptable and unacceptable for use in the construction of sewer laterals and connections.
- 17.10. Double municipal sewer connections will not be permitted.
- 17.11. A private sewer connection shall not be installed until:
- a) all applicable permits including building permits and sewer connection permits have been applied for and issued;
 - b) the municipal sewers to which the municipal sewer connection is to be made are fully completed and accepted for operation;
 - c) the municipal sewer connection is satisfactorily installed;
 - d) the backfilling is properly completed around the building and the lot has been sufficiently graded to eliminate the possibility of any ponding on the property and the sub-flooring has been installed over the foundation to prevent the entry of storm water which could run off through the private sewer connection; and
 - e) all existing surface water in the excavation or basement has been pumped out.
- 17.12. In event that any person constructs a municipal sewer connection in a manner other than provided for herein, the Director may order the re-excavation of the connection for the purpose of inspection and testing, and if necessary, reconstruction of the work, and the Director may have these works performed at the expense of the owner or may disconnect the said sewer connection, in which case it shall not be reconstructed except with the approval of the Director.
- 17.13. Where a private owner has requested:
- a) an inspection by means of an excavation or closed circuit television inspection of any existing municipal sewer connection or;
 - b) an investigation and/or clean out of any existing municipal sewer connectionism or lateral by the Municipality;
- the owner shall be responsible for any associated costs in accordance with the fees and charges By-law of the Municipality.
- 17.14. Where a catch basin has been installed on private property to drain storm water from any driveway which slopes towards any structure located on the said property, the installation shall include:

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

17.15. Appropriate lot level storm water management measures are to be used to reduce storm water quantity and improve storm water quality. The direct connection of any drainage works, including foundation drainage and roof water leaders, to the municipal storm sewer system is prohibited unless, in the opinion of the Director, there is no practical alternate means of drainage available. Where a new connection is deemed necessary for the servicing of hard surface parking or vehicle access areas, the applicant may be required to submit a storm water management report identifying the storm water control measures being proposed for the site to the satisfaction of the Director. Where a new connection is deemed to be necessary for the purposes of providing groundwater drainage, no direct or indirect interconnection between the private drainage system and the municipal sanitary drainage system is permitted, in addition the discharge to the municipal storm sewer must be regulated by means of either,

- a) a sump pump, that must elevate the water, via a loop system, to an elevation above that of the centre Line elevation of the road before being discharged to the municipal storm drainage system. A flap gate check valve shall be installed on the sump pump discharge pipe so that no storm water may flow from the storm sewer back into the private drainage system. The above systems shall be installed and maintained by the owner and operator of the premises at his/her expense; or
- b) a backwater valve in circumstances where a storm sewer connection is at such an elevation so as to provide gravity flow. The above system shall be installed and maintained by the owner or operator of the premises at his/her expense.

17.16. The owner of any building which has a roof water leader discharging storm water, either directly or indirectly, into the sanitary sewer connection shall disconnect the down-pipe from the underground portions at grade and shall conduct the storm water away from the building in such a manner that the storm water will not accumulate at or near the building and will not adversely affect adjacent properties.

For the purpose of this section,

- i) "directly" shall mean by any physical connection or series of connections between the roof water leader and the sanitary sewer system;
- ii) "indirectly" shall mean in any manner whatsoever whereby storm water enters the sanitary sewer system, and for the greater certainty includes any situation where open joints in underground sewer connections on

private property permit storm water to infiltrate the sanitary sewer system.

- 17.17. No person shall construct, install, maintain, or cause or permit to be constructed, installed or maintained, drainage from any roof water leader or down spout that conveys storm water to the sanitary sewer. The Director may waive this provision in appropriate circumstances.

18. OFFENCES

- 18.1. Any person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a fine of up to \$10,000 for a first offence and up to \$25,000 for any subsequent offence.
- 18.2. Notwithstanding subsection 18.1, where a corporation is convicted of an offence under this By-law, the corporation is liable to a fine of up to \$50,000 for a first offence and up to \$100,000 for any subsequent offence.

19. REPEAL

- 19.1. This By-law will repeal By-law 69-2324, By-law 86-717, By-law 89-1132 and Schedule B of By-law 24-131.

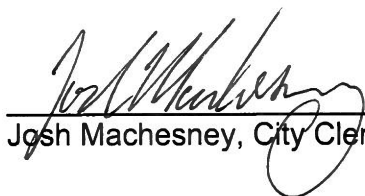
20. EFFECTIVE DATE

- 20.1. This By-law shall come into force and take effect upon the final passing thereof.

Read A First, Second And Third Time And Finally Passed This 13th Day Of August, 2025.



Jim Harrison, Mayor



Josh Machesney, City Clerk

Schedule A

By-Law Number 25-095

Sewer Use By-Law

The Corporation of the City of Quinte West

Limits for Discharge Into Sanitary Sewers

Parameter	Limit (mg/L)
Biochemical Oxygen Demand (BOD)	300
Chemical Oxygen Demand (COD)	600
Kjeldahl Nitrogen, Total	100
Phosphorus, Total	10
Suspended Solids, Total	350
Cyanide, Total	2
Cadmium, Total	0.7
Chromium, Total	5
Cobalt, Total	5
Copper, Total	3
Lead, Total	2
Molybdenum, Total	5
Nickel, Total	3
Silver, Total	5
Zinc, Total	3
Antimony, Total	5
Arsenic, Total	1
Selenium, Total	5
Mercury, Total	0.05
Phenolic (4AAP)	1.0
Chloroform	0.05
1,4 - dichlorobenzene	0.47
Methylene chloride	0.21
1,1,2,2 - tetrachloroethane	0.04
Tetrachloroethylene	0.05
Trichloroethylene	0.07
Benzene	0.01

Parameter	Limit (mg/L)
Ethylbenzene	0.16
Toluene	0.27
o-Xylene	0.52
Oil and Grease (mineral and synthetic)	15
Oil and Grease (animal and vegetable)	150
Fluoride	10

Schedule B

By-Law Number 25-095

Sewer Use By-Law

The Corporation of the City of Quinte West

Limits for Discharge Into Storm Sewers

Parameter	Limit (mg/L)
Biochemical Oxygen Demand (BOD)	15
Chemical Oxygen Demand (COD)	30
Kjeldahl Nitrogen, Total	5
Phosphorus, Total	0.4
Suspended Solids, Total	15
Cyanide, Total	0.02
Cadmium, Total	0.008
Chromium, Total	0.08
Copper, Total	0.04
Lead, Total	0.12
Nickel, Total	0.08
Silver, Total	0.12
Zinc, Total	0.04
Arsenic, Total	0.02
Selenium, Total	0.02
Mercury, Total	0.0004
Phenolic (4AAP)	0.008
1,4 - dichlorobenzene	0.0068
Methylene chloride	0.0052
1,1,2,2 - tetrachloroethane	0.017
Tetrachloroethylene	0.0044
Trichloroethylene	0.0076
Benzene	0.002
Ethylbenzene	0.002
Toluene	0.002
Xylene, Total	0.0044
Fats, Oils, and Grease	10

Schedule C

By-Law Number 25-095

Sewer Use By-Law

The Corporation of the City of Quinte West

Complete Discharger Information Report

This completion of this form by specific Dischargers to the sewage works as required as defined in By-law No. 25-095 addressing sewer use in the City of Quinte West.

**Assistance in completing this form is available by calling the Compliance Coordinator at 613-392-2841.

The completed form is to be forwarded to:

The Corporation of the City of Quinte West
Attn: Water/ Wastewater Department
7 Creswell Dr
Trenton, ON K8V 5R6

Please note the following:

- Print clearly while completing the form.
- Additional information and attachments are required.
- Indicate what material has been attached to ensure that the municipality is aware of all the information provided.

Complete Discharger Information Report
1) Name of Company:
2) Address of Company: Phone: Fax:
3) Owner of Property (if different from Company listed above): Phone: Fax:
4) General Site Operation Information a) Number of Employees involved in: i) Plant: ii) Office:

iii) Other:

iv) Total:

b) Number of shifts per day:

c) Number of operating days per week:

5) Description of Product(s) or Service

Include Standard Industrial Code (SIC) - state if SIC is Canadian or American

6) Description of the Process(es) used in the Manufacturing or Servicing

Include characteristics such as Batch (how many per time period), Continuous, or Both (explanation to be provided), Seasonal Production Cycles, Specific Clean-up Periods and Clean-up Activities

7) Average Daily Water Use and Sources

a) Municipal Supply Yes / No _____ m3/day estimated or measured

b) Surface Water** Yes / No _____ m3/day estimated or measured

c) Groundwater* Yes / No _____ m3/day estimated or measured

d) Other Sources** Yes / No _____ m3/day estimated or measured

If flow rate varies significantly, provide peak flow rates per day and month and an explanation.

*Provide a copy of the Permit to Take Water (as required by the OWRA) according to By-law requirements

**If "Yes" - provide explanation as an attachment

8) Discharge Points from Site

List all discharge points and average daily flow in cubic metres per day of sanitary, non contact cooling water, process wastewater, contact cooling water and other discharge water to the sanitary sewer, combined sewer, storm sewer, groundwater, surface water, evaporation losses (if applicable), and percent of water in final product (if significant and applicable to the site).

i.e. process wastewater from manufacturing line to sanitary sewer at an average daily flow of 200 m3/day (measured)

9) Known Characteristics of Discharges

Provide existing data on quality of the discharges listed above in #8 (complete Parameter Information Form for each discharge point as provided with this form)

10) Physical Layout

- Provide sketch of property (to scale or approximate) showing buildings, pretreatment works, property boundaries, effluent lines, and connections to sanitary, combined and storm sewers.
- Please identify sewers as listed on the Parameter Information Form as completed above.
- Layout may be attached as a separate document - leave note to indicate submission with this form.
- A flow diagram of the site flows/processes is also required.

11) Regulation 347 Information

Provide any Generator Registration Numbers that the site under the requirements of Ontario Regulation 347 under the EPA.

12) Extra Strength Surcharge Agreements (ESSA)

- a) Does the site have an existing ESSA with the Municipality? Yes / No
- b) Did the site previously have an ESSA with the Municipality? Yes / No

If "Yes" to either question - Attach a copy of each agreement to this form.

13) Pretreatment of Discharges Prior to Discharge

- a) Does the site have any pretreatment systems for process effluents prior to discharge to the sewer system?
Yes / No

If "Yes" - Provide a description of the pretreatment devices, contaminants removed, operational procedures for the device and description of process utilized in the device.

14) Does the site have any of the following programs addressing discharges to the sewer system in place?

- a) Pollution Prevention? Yes / No
- b) Best Management Plan? Yes / No
- c) Environmental Management System? Yes / No

If "Yes" - Attach a copy of each to the form and explanation of implementation.

Date Form Completed:

Name and Title of Company Representative:

Signature of Authorized Company Representative:

Note: Completion of the "Complete Discharger Information Report" may be required based on this report and/or subsequent verification of the site by the Municipality.

For Municipality use only

Date completed form received:

Date information verified/approved:

Parameter Information Form for Discharges to Sanitary Sewers

Plant Name and Location:

Date:

For Discharge Point Identified as:

Parameter or Condition*	By-Law Limit (mg/L)	Average Concentration or Range (in mg/L)	Significant Variation (Yes or No) and Reasons for Variations	Additional Information Attached (Yes or No)
pH level*	6.0 - 10.5			
Two or more layers*	one			
Temperature*	60°C			
Biochemical Oxygen Demand	300			
Cyanide, Total	2			
Kjeldahl Nitrogen, Total	100			
Phosphorus, Total	10			
Suspended Solids, Total	350			
Cadmium, Total	0.7			
Chromium, Total	5			
Cobalt, Total	5			
Copper, Total	3			
Lead, Total	2			
Molybdenum, Total	5			
Nickel, Total	3			
Silver, Total	5			
Zinc, Total	3			
Antimony, Total	5			
Arsenic, Total	1			
Selenium, Total	5			
Mercury, Total	0.05			
Phenolic (4AAP)	1.0			
Chloroform	0.05			

Parameter or Condition*	By-Law Limit (mg/L)	Average Concentration or Range (in mg/L)	Significant Variation (Yes or No) and Reasons for Variations	Additional Information Attached (Yes or No)
1,4 - dichlorobenzene	0.47			
Methylene chloride	0.21			
1,1,2,2 - tetrachloroethane	0.04			
tetrachloroethylene	0.05			
trichloroethylene	0.07			
benzene	0.01			
ethylbenzene	0.16			
toluene	0.27			
o-Xylene	0.52			
Solvent Extractables - mineral or synthetic in origin	15			
Solvent Extractables - animal or vegetable in origin	150			
Fluoride	10			
PFAS	TBD			

Schedule D

By-Law Number 25-095

Sewer Use By-Law

The Corporation of the City of Quinte West

Industrial Waste Surcharge Agreement

This Agreement made this _____ day of _____ A.D. _____

Between: The Corporation of the City of the City of Quinte West
(hereinafter called the "City")

and

(hereinafter called the "Company")

Recitals

- A) The City of Quinte West enacted By-law No. 25-095 on the 13th day of August, 2025 relating to the discharge of sewage and land drainage in the City, hereinafter referred to as "the By-law".
- B) The said By-law prohibits the discharge or deposit of sewage containing certain substances in quantities in excess of the limits set by the By-law but provides that the City may permit the discharge of sewage which would otherwise be prohibited by the said By-laws to an extent fixed by agreement with the City under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of treatment.
- C) A person who has entered into such an agreement shall not be prosecuted under the By-laws for discharge or deposit of sewage in accordance with the terms of the agreement.
- D) The Company carries on an industrial activity within the City at the premises known as _____ which activity produces a sewage discharge in which the quantity of one or more of Suspended Solids, Biochemical Oxygen Demand (hereinafter referred to as BOD), or Phenolic Compounds, is above the permissible limits set out in the said By-law which results in materially adding to the cost of treatment at the municipal sewage works.

Now therefore the parties hereto mutually covenant and agree as follows:

- 1.
 - 1.1. During the currency of this agreement the Quantity of Sewage Discharged by the Company from its premises at _____ to the sanitary sewer or combined sewer system shall not exceed _____

cubic metres per day and the rate of such discharge of sewage from the said premises shall not exceed _____ L/s instantaneous flow.

- 1.2. In calculating the quantity of sewage for the purposes of this agreement, stormwater shall be excluded.
- 2.
- 2.1. During the currency of this agreement only, the quality of the sewage discharged by the Company from the said premises to the sanitary sewer or combined sewer system may exceed the limits set by the By-law with respect to the quantity of Suspended Solids, BOD, COD, FOG, or Total Phosphorous, and any other parameters of concern as identified by the City, provided that they shall not exceed the following limits at any time.
 - a) Suspended Solids _____ milligrams/litre
 - b) BOD _____ milligrams/litre
 - c) COD _____ milligrams/litre
 - d) FOG _____ milligrams/litre
 - e) Total Phosphorus _____ milligrams/litre
 - f) Other Parameters as Identified _____ milligrams/litre
- 3.
- 3.1. The discharge of sewage by the Company from the said premises containing Suspended Solids, BOD, or Phenolic Compounds, in excess of the above limits shall constitute a contravention of this agreement and thus a contravention of the By-law.
- 4.
- 4.1. In determining the quality of sewage for the purposes of this agreement, the volume of any stormwater or any water which is required to be deducted for the purposes of Section 7 of By-law No. 25-095 shall be deducted and Standard Methods as defined in the By-law shall be used.
- 5.
- 5.1. This agreement shall remain in force from _____ until December 31st _____ and be automatically renewed on January 1st, _____ and annually thereafter, on the same terms unless a new agreement is reached or this agreement is terminated as hereinafter provided.
- 6.
- 6.1. This agreement may be terminated by the municipality at any time on 30 days written notice sent by registered mail addressed to the Company at the said premises, if:
 - a) The sewage is causing a health or safety hazard to a sewage works employee; or
 - b) The sewage is causing damage to the sewers, materially increasing their maintenance costs or causing a dangerous condition; or

- c) The sewage is causing damage to the sewage treatment process or causing a dangerous condition in the treatment works; or
- d) The sewage is causing the biosolids from the sewage works, to fail to meet criteria relating to contaminants for spreading the Non-Agricultural source Material on agricultural lands under Ontario's Nutrient Management Act or any regulation made thereunder as amended from time to time; or
- e) The sewage is causing the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act or the Environmental Protection Act (Ontario); or
- f) The sewage is causing a hazard to any person, animal, property, or vegetation; or
- g) The sewage is contrary to the said By-laws in any way other than as provided herein.

7.

7.1. This agreement may be terminated by the City at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.

8.

8.1. This agreement may be terminated by the Company at any time on three (3) months written notice sent by registered mail addressed to the Clerk of the Municipality.

9.

9.1. In the event of a renewal if the City gives written notice sent by registered mail to the Company as aforesaid at any time within thirty (30) days before or after the start of each calendar year, that the amount of the fee or any of the limits herein before set out are to be changed and no new agreement can be reached between the City and the Company, this agreement may be terminated at the option of the City at any time without notice ninety (90) days after the registered notice was sent.

10.

10.1. Except as herein otherwise expressly provided the company shall conform to the provisions of the said By-law of the City relating to the discharge of sewage and in the event of termination of this agreement the Company shall conform to the provisions of the said By-law.

11.

11.1. The Company hereby covenants and agrees to pay to the City a fee based on an average excess _____ of _____ milligrams/litre, an estimated annual plant discharge of _____ cubic metres, and at a treatment cost set by Council on a year to year basis.

11.2. The said fee shall become due and be paid quarterly on the last days of March, June, September and December in each year of any renewal until terminated as herein provided. The fee payable for the period

_____ to December 31, _____ shall be (\$ _____), payable in quarter yearly instalments of (\$ _____).

12.

12.1. The Company covenants and agrees to pay to the City on demand interest on overdue amounts at the prime rate existing for the day on which such amount is due and calculated from such date to the date of payment.

12.2. In Subsection 12.1 “prime rate” means the lowest rate of interest quoted by chartered banks to the most creditworthy borrowers for prime business loans as determined and published by the Bank of Canada in the periodic publication entitled the Bank of Canada Review.

13.

13.1. The City may terminate this agreement at its option without notice if the Company fails for more than two months to pay an overdue amount but such termination shall not relieve the Company from its liability to make such payment.

14.

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

14.2. Provided that the effective date for the reduction in the amount of the charge shall be on the first day following a complete calendar month from the date the Company notifies the municipality in writing of the change, and the municipality shall have such additional time as may be necessary in the circumstances to take samples and re-evaluate the quantity of the waste being discharged. If such samples indicate that the Company has reduced its waste by more than 10 percent, under the terms of this agreement, the amount of the charge will be adjusted retroactive to the effective date mentioned above.

14.3. Where it is determined that the quantity of the substances discharged under the terms of this agreement has increased by more than 10%, the City shall be entitled to increase the charge so that payments shall be based on the increased quantity discharged.

14.4. An increase under Subsection (3) shall not take effect until the City notifies the Company in writing of the increase in the amount of the charge, and the effective date of the increase.

15.

15.1. This agreement shall enure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

16.

16.1. This agreement has been reviewed and is acceptable to The Corporation of the City of Quinte West.

In witness whereof the parties have affixed their Corporate Seals attested to by the hands of their respective proper officers

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Quinte West

MAYOR

CLERK

The Company

By: _____

Position: _____

I/We have authority to bind the corporation.

Schedule E

By-Law Number 25-095

Sewer Use By-Law

The Corporation of the City of Quinte West

Sanitary Discharge Agreement

This agreement made this _____ day _____ of A.D. _____

Between:

The Corporation of the City of Quinte West
(hereinafter called the "City")

and

(hereinafter called the "Company")

Recitals

- A) The Council of the City of Quinte West on the 13th day of August, 2025, passed By-law No. 25-095 to regulate the discharge of water obtained from a private waterworks system into the sewer system and to charge a rate therefore.
- B) The Company at its premises situate at _____ (the "premises") obtains water from a private waterworks system (the "water") and discharges the water into a sanitary sewer or combined storm and sanitary sewer (the "sewer") which directly or indirectly enters into the City sewer system.

Now therefore the parties hereto mutually covenant and agree as follows:

- 1.
 - 1.1. During the term of this agreement the Company may discharge the water from its premises into the sewer.
- 2.
 - 2.1. The Company shall pay to the City, as hereinafter provided, an amount calculated by multiplying the volume of the water discharged by the rate.
- 3.
 - 3.1. The rate shall be the rate established from time to time by By-law 25-095 and amendments thereto.
- 4.
 - 4.1. If the Company has installed a flow measuring device or meter, satisfactory to the Director indicating the volume of water discharged, the volume of the water discharged into the sewer shall be the volume measured by the device or meter.

4.2. The Company shall provide to the Director, Public Works and Environmental Services Department, 7 Creswell Drive, PO Box 490, Trenton, Ontario, K8V 5R6, a statement setting forth the reading on such flow measuring device or meter on each of the last days of March, June, September and December in each year within seven (7) days of such reading.

5.

5.1. If the Company has not installed a flow measuring device or meter, for the measurement of the volume of water discharged, the parties agree that the volume of water discharged into the sewer shall be deemed to be the volume agreed to in writing from time to time. The parties agree that, as of the date of this agreement, the volume of water discharged into the sewer shall be deemed to be_____.

5.2. The parties understand and agree that the volume of water in clause 5.1 is estimated only and that a greater or lesser volume of water discharged in any calendar month shall not affect the amount to be paid by the Company under clause 2.1 except as hereinafter provided.

5.3. Where it is established to the satisfaction of the Director, Public Works and Environmental Services Department for the City of Quinte West that the volume of water discharged by the Company in any quarter year is:

a) more than 10% greater than the volume of water specified in clause 5.1, the Company shall pay to the City at the time of the next quarter yearly payment following the date the Director is so satisfied, an amount equal to the difference between the volume of water discharged and the volume of water specified in clause 5.1 multiplied by the rate, or

b) more than 10% less than the volume of water specified in clause 5.1, the Company shall be credited with and deduct from the next quarter yearly payment following the date the Director is so satisfied, an amount equal to the difference between the volume of water specified in clause 5.1 and the volume of water discharged multiplied by the rate.

5.4. The Company covenants and agrees to notify the Director of any increase or decrease in the volume of water discharged which is more than 10% greater or lesser than the volume set forth in clause 1.1.

6.

6.1. If the Company is discharging the water into the sewer on a batch basis and reporting the volume of discharge each time such a discharge occurs the parties agree that the reported volume, subject to verification from time to time, shall be deemed to be the volume of water discharged.

6.2. The City shall calculate the amounts payable under clause 2.1 for each quarter year based upon the reported volume and invoice the Company accordingly.

7.

7.1. The Company covenants and agrees that the Director or his authorized representative, may enter the premises at any time for the purpose of carrying out inspections and may take such tests and samples as are necessary for the purposes of the inspection.

8.

8.1. The Company covenants and agrees upon request of the Director to provide operating data and production records as are necessary for the purpose of determining the volume of the water discharged.

9.

9.1. The Company covenants and agrees to pay to the City the amounts calculated under clause 2.1:

a) where the Company has not installed a flow measuring device or meter, quarter yearly in arrears on the last business days of March, June, September and December in each year, or

b) where the Company has installed a flow measuring device or meter, within 14 days of the date of the invoice under clause 4.3, provided that if the Company fails to provide a statement under clause 4.2 or the City fails to provide an invoice under clause 4.3, the payment shall be due 35 days after the last day of March, June, September and December in each year.

c) where the Company is discharging the water into the sewer on a batch basis, within 14 days of the date of the invoice under clause 6.2, provided that if the City fails to provide an invoice under clause 6.2, the payment shall be due 35 days after the last day of March, June, September and December in each year.

10.

10.1. The Company covenants and agrees to pay to the City on demand interest at the prime rate on the day on which such amount is due and calculated from such date to the date of payment.

10.2. In clause 10.1 "prime rate" means the lowest rate of interest quoted by chartered banks to the most creditworthy borrowers for prime business loans as determined and published by the Bank of Canada in the periodic publication entitled the Bank of Canada Review.

11.

11.1. This agreement shall remain in force from, _____ until December 31, _____ and be automatically renewed on January 1, _____ and annually thereafter, on the same terms unless a new agreement is reached or this agreement is terminated as hereinafter provided.

12.

12.1. This agreement may be terminated by the company at any time on two months' written notice sent by registered mail addressed to the City Clerk.

13.
 - 13.1. This agreement may be terminated by the City at any time on a days' written notice personally delivered to the Company at the said premises, where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or water.
14.
 - 14.1. The City may terminate this agreement upon 15 days' notice at any time after an amount owing hereunder is overdue for more than one month, provided that such overdue amount is not paid within such 15- day period.
15.
 - 15.1. Except as herein otherwise expressly provided, the Company shall conform to the provisions of By-law No. 25-095 relating to the discharge of sewage and land drainage in the City of Quinte West.
16.
 - 16.1. Notice hereunder may be given by either party to the other by:
 - a) Personal delivery to the address of the other party as below described, or
 - b) Prepaid registered mail addressed to the other party as below described.
 - 16.2. The address for service of the City is:
City Clerk
7 Creswell Dr, PO Box 490
Trenton, ON
K8V 5R6

or such other address as the City may advise in writing from time to time.
 - 16.3. The address for service of the Company is:

or such other address as the Company may advise in writing from time to time.
17.
 - 17.1. In the event of the termination of this agreement, the Company shall conform to the provisions of By-law No. 25-095 and any amendments thereto.
18.
 - 18.1. This agreement shall enure to the benefit of, and be binding upon the successors and assigns of the Company.

In witness whereof the parties have affixed their Corporate Seals attested to by the hands of their respective proper officers

Signed, Sealed and Delivered in the presence of:

The Corporation of the City of Quinte West

MAYOR

CLERK

The Company

By: _____

Position: _____

I/We have authority to bind the corporation.

Schedule F

By-Law Number 25-095

Sewer Use By-Law

The Corporation of the City of Quinte West

Overstrength Surcharge Fee Structure

The following fees are applicable to Industrial Waste Surcharge Agreements and Sanitary Discharge Agreements as permitted under Schedule D and Schedule E of the Sewer Use By-law. The rates are derived from operating and maintenance costs at the wastewater treatment facilities and pollutant removal efficiencies.

Surcharge Parameter	Surcharge (\$/kg exceeding By-law limit)
Biochemical Oxygen Demand (BOD)	0.68
Chemical Oxygen Demand (COD)	0.68
Fats, Oils and Grease (FOG)	0.51
Total Suspended Solids (TSS)	0.92
Total Phosphorous (TP)	15.73

Sampling and Analytical Fee*.....\$230.00 / sample

*Cost based on Sampling and Analytical Fees and Services provided by a Third Party Accredited Laboratory, the actual cost shall be adjusted annually.