

# Town of Truro – Bylaws

**Subject:** Sewer Use Bylaw  
**Bylaw Number:** B150-003  
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**Departments:** Public Works Department

## Sewer Use By-Law

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## **PART 1: Title**

- 1.1 This By-Law may be cited as the Sewer Use Bylaw for the Town of Truro and shall apply to all the areas within the Town and to all the areas outside the *Town* that are serviced by a sewer system discharging directly or indirectly into any of the wastewater facilities owned, operated and maintained by the *Town*.

## **PART 2: Interpretation**

- 2.1 In this Bylaw the word "shall" is mandatory and not permissive. Words used in the present tense shall include the future. Words used in the singular shall include the plural except where otherwise indicated and words used in the plural shall include the singular. All other words shall carry their customary meaning except those defined in this By-law, which are typed in *italics*.

## **PART 3: Definitions**

- 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 may be amended from time to time, or "ISO/IEC/EN 17025: General Requirements for Competence of Calibration and Testing Laboratories" established by the International Organization for Standardization, as may be amended from time to time;
- 3.2 **“Biochemical Oxygen Demand (BOD)”** means the five-day BOD which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand) as determined by the appropriate procedure in Standard Methods;
- 3.3 **“Biosolids”** means stabilized organic material produced during the treatment of sewage or wastewater and septic sludge which has undergone treatment to reduce pathogen content;
- 3.4 **“Blow-down water”** means the discharge of recirculating cooling water for the purpose of discharging materials contained in the water;
- 3.5 **“Building”** means any dwelling, house, shop, store, office or any other structure which requires sewage services;
- 3.6 **“Building service connection”** means any piping system which conveys sewage, wastewater or other liquid waste from the *buildings* on any property to the sewer lateral;

- 3.7 **“Chemical Oxygen Demand (COD)”** means a measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic matter;
- 3.8 **“Chief Administrative Officer”** means the Chief Administrative Officer of the Town;
- 3.9 **“Clear water”** means cooling water and uncontaminated water that has not come into contact with wastewater contaminant sources;
- 3.10 **“Combined sewer”** means a sewer intended to function simultaneously as a storm water and a wastewater sewer;
- 3.11 **“Combustible liquid”** means a liquid that has a flash point not less than 37.8 degrees Celsius and no greater than 93.3 degrees Celsius;
- 3.12 [not used]
- 3.13 **“Composite sample”** means a volume of wastewater, storm water, clear water or effluent made up of three or more grab samples that have been taken at representative intervals during the sampling periods and combined automatically or manually;
- 3.14 **“Cooling water”** means water that is used in a process for the purpose of removing heat which has not, by design, come into contact with any raw material, intermediate product, waste product, or finished product, but does not include *blow-down water*;
- 3.15 **“Council”** means the Council of the Town;
- 3.16 **“Discharge”** means to release, permit to be released or cause to be released into wastewater facilities, the sewerage system or the storm water systems owned by or under the control of the Town;
- 3.17 **“Discharger”** means the owner, occupant or a person who has charge, management or control of effluent, sewage, wastewater, storm water, uncontaminated water or any combination thereof, which is discharged to wastewater facilities, the sewerage system or the storm water system owned or controlled by the Town;
- 3.18 **“Dwelling unit”** means living quarters that are accessible from a private entrance from either outside a or from a common area within a , and which are occupied or reasonably fit for occupancy, contain kitchen facilities within the unit, and have toilet facilities that are not shared with the occupants of other dwelling units;
- 3.19 **“Effluent”** means treated wastewater flowing out of wastewater facilities;
- 3.20 **“Engineer”** means the Director of Public Works of the Town and their designate;

- 3.21 **“Extra strength wastewater”** means wastewater that exceeds the provisions of this By-law;
- 3.22 **“Federal Regulations”** means a statute of Canada or any Regulation or Order made pursuant to any statute of Canada;
- 3.23 **“Fuel”** includes alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel;
- 3.24 **“Grab sample”** means a volume of wastewater, storm water, clear water or effluent which is collected over a period of time not exceeding fifteen minutes;
- 3.25 **“Grease”** means total oil and grease extracted from aqueous solution or suspension according to the laboratory procedures provided by Standard Methods, and includes but is not limited to hydrocarbons, esters, oils, fats, waxes and matter with or containing high molecular fatty acids;
- 3.26 **“Hauled wastewater”** means waste removed from wastewater facilities, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet or a wastewater holding tank;
- 3.27 **“Hazardous substance”** means any substance or mixture of substance, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity, and any substance that is designated as a hazardous substance within the meaning of any applicable provincial or federal legislation, as amended from time to time;
- 3.28 **“Hazardous waste”**, means any hazardous substance disposed of as waste;
- 3.29 [not used]
- 3.30 **“Industrial, commercial or institutional”** includes or pertains to industry manufacturing, commerce, trade, business, institutions, or consisting of three or more dwelling units as distinguished from domestic or residential;
- 3.31 **“Industrial premises”** means a property, with or without buildings, on which industrial, commercial or institutional activities are undertaken;
- 3.32 **“Interceptor”** means a receptacle that is installed to trap and prevent oil, grease, sand, sediment or other materials from passing;
- 3.33 **“Leachate”** means any liquid that has percolated through solid waste and has extracted dissolved or suspended materials from it, including but not limited to the liquid produced from the decomposition of waste and liquid that has entered the waste from external sources including surface drainage, rainfall and groundwater;
- 3.34 **“Lot”** means any parcel created by the filing of a plan of subdivision;

- 3.35 “**Matter**” means any solid, liquid or gas;
- 3.36 “**Monitoring access point**” means a location in a building service connection or sewer lateral, such as a manhole, which allows for monitoring flow measurement and sampling of the wastewater, uncontaminated water or storm water within;
- 3.37 [not used]
- 3.38 “**National Building Code of Canada**” means the 2010 edition of the National Building Code of Canada and such further amendments as may be approved from time to time;
- 3.39 “**NORM**” means Naturally Occurring Radioactive Materials, or Naturally Occurring Nuclear Substances as defined by the *Nuclear Safety and Control Act* (Canada), which include radioactive materials found in the environment including uranium, thorium, potassium and their decay products such as radium and radon;
- 3.40 “**Owner**” means an owner, part owner, joint owner, tenant in common or joint tenant of the whole or any part of any property or building and includes a trustee, an executor, an administrator, a guardian, an agent, a mortgagee in possession or any other persons having the care or control of any land or building in case of the absence or disability of the person having title thereto;
- 3.41 “**Pathological waste**” includes those fluids or materials which may contain pathogens of human or animal origin;
- 3.42 “**PCBs**” means any mono-chlorinated or poly-chlorinated biphenyl chemicals or their congener or any mixture of them or mixture that contains one or more of them;
- 3.43 “**Person**” means an individual, association, partnership, company, municipality, or an heir, executor, administrator, agent, employee or other legal representative of such person;
- 3.44 “**Pesticides**” includes any substance that is a pest control product within the meaning of the *Pest Control Products Act* (Canada), or a fertilizer within the meaning of the *Fertilizers Act* (Canada) that contains a pest control product;
- 3.45 “**pH**” means the measure of the intensity of the acidic or alkaline condition of a solution determined by the hydrogen ion concentration of the solution in accordance with Standard Methods;
- 3.46 “**Phenolic compounds**” means hydroxyl derivatives of benzene and its condensed nuclei;
- 3.47 [not used]
- 3.48 “**Private sewer**” means a sewer servicing one or more buildings which is located on private property and which is not owned or maintained by the Town;

- 3.49 **“Property”** means any existing parcel of land or lot as described by its boundaries;
- 3.50 **“Provincial Regulations”** means any statute of Nova Scotia or any regulation or order made pursuant to any statute of Nova Scotia;
- 3.51 **“Radioactive materials”** means nuclear substances as defined by the *Nuclear Safety and Control Act* (Canada);
- 3.52 [not used]
- 3.53 **“Residential premises”** means a building consisting of one or two dwelling units;
- 3.54 **“Service”** means the collection of wastewater or storm water or any combination thereof;
- 3.55 **“Sewage”** means the combination of liquid and water-carried wastes from buildings, containing animal, vegetable or mineral matter in suspension or solution, together with such groundwater, surface water or storm water as might be present and has the same meaning as wastewater;
- 3.56 **“Sewer”** means a pipe or conduit for carrying sewage, wastewater, groundwater, storm water or surface runoff, and includes all wastewater sewers, storm sewers, clear water sewers, storm drains and combined sewers vested, owned and operated by the Town;
- 3.57 **“Sewer lateral”** means the sewer line which extends from the sewer main to a building on private property, which sewer line is owned and maintained by the property owner;
- 3.58 **“Sewer main”** means a sewer laid within a public right of way or public easement which connects to one or more sewer laterals and receives sewage from such sewer laterals for transport to wastewater facilities;
- 3.59 **“Sewerage system”** means all pipes, sewer mains, sewer laterals, equipment, buildings and structures for the collecting, pumping or treatment of wastewater and operated by the Town, but does not include sewer laterals or a storm sewer or the storm water system;
- 3.60 [not used]
- 3.61 **“Spill”** means any discharge of wastewater which is in excess of the regular flow of discharge or in excess of any parameters as set out in Part 4 of this By-law which may cause harm to the sewerage system, storm water system, wastewater treatment facilities, persons, property or the environment;
- 3.62 **“Standard methods”** means the manner of examination of water and wastewater by way of analytical and examination procedures provided in the edition of Standard Methods for the Examination of Water and Wastewater (published jointly by the American Public Health Association and the American Water Works Association) current at the time of

testing, or any publication by or under the authority of the Canadian Standards Association for the testing of water and wastewater to determine water quality standards;

- 3.63 **“Standard Specifications for Municipal Services”** means the specifications and requirements for water systems, sewerage systems, roads, utilities, storm-water systems, sidewalks, ramps, curbs and gutters and other related infrastructure, as developed and published by Joint Committee on Contract Documents of the NS Road Builders Association and the NS Consulting Engineers Association as amended from time to time;
- 3.64 **“Storm sewer”** means a sewer owned or controlled by the Town that carries storm water and surface runoff water, excluding sewage or wastewater;
- 3.65 **“Storm water”** means water from precipitation of all kinds, and includes water from the melting of snow and ice, groundwater discharge and surface runoff water;
- 3.66 **“Storm water system”** means a method or means of carrying storm water including, but not limited to, ditches, swales, storm sewers, retention ponds, streets or roads that are owned or controlled by the Town;
- 3.67 **“Suspended solids”**, means the insoluble matter suspended in wastewater or storm water that is separable by laboratory filtration;
- 3.68 **“Total kieldahl nitrogen”** means organic nitrogen;
- 3.69 [not used]
- 3.69A **“Town”** means Town of Truro;
- 3.70 [not used]
- 3.71 **“Uncontaminated water”** means potable water or any other water to which no matter has been added as a consequence of its use;
- 3.72 **“Waste”** means a substance that would cause or tend to cause an adverse effect if added to the environment, wastewater facilities, the sewerage system or storm water system and includes rubbish, slimes, tailings, or other industrial wastes, effluent, septic sludge, sewage, garbage, refuse, scrap, litter or other waste products of any kind;
- 3.73 **“Waste radioactive materials”** means nuclear substances as defined by the *Nuclear Safety and Control Act* (Canada) such as uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds and such other substances as the Canadian Nuclear Safety Commission may designate as being capable of releasing ionizing radiation and require approval of the Canadian Nuclear Safety Commission for disposal into a sanitary sewer under the *Nuclear Safety and Control Act*;



- 3.74 **“Wastewater”** means liquid waste containing animal, vegetable, mineral or chemical matter in solution or suspension carried from any premises and has the same meaning as sewage;
- 3.75 **“Wastewater sewer”** means a sewer receiving sewage or wastewater and to which storm, surface or ground waters are not intentionally admitted;
- 3.76 **“Wastewater facilities”** means the structures, pipes, devices, equipment, processes or other things used, or intended to be used, for the collection, transportation, pumping or treatment of sewage or wastewater and disposal of effluent, and includes the wastewater treatment facilities owned and operated by the Municipality of the County of Colchester that treats wastewater and sewage from the Town;
- 3.77 **“Wastewater Survey Report”** means a report as better described in Part 10 of this By-law.
- 3.78 **“Municipality”** means the “Town” of “Truro”.
- 3.79 **“Water Utility”** means the Water Utility of the Municipality.
- 3.80 **“Year”** means the fiscal year of the Municipality.

#### **PART 4: Discharge to Sewerage System**

##### **Prohibited Discharge**

- 4.1 Unless otherwise permitted under this By-Law, no *person* shall *discharge* into a *sewerage system* or *wastewater facilities*, *sewage* or *wastewater* which causes or may cause:
- a) A health or safety hazard;
  - b) An offensive odour or foam to emanate from *wastewater facilities* and/or the *sewerage system*;
  - c) Damage to the *sewerage system* and/or *wastewater facilities*;
  - d) An obstruction, restriction or other interference with the flow of or proper operation of *wastewater facilities*, the *sewers* and/or the *sewerage system*;
  - e) Interference with the operation and maintenance of *wastewater facilities*, the *sewers* and/or the *sewerage system*;
  - f) A restriction of the beneficial use of *biosolids* from the *wastewater facilities*;
  - g) *Effluent* from *wastewater facilities* which is in violation of any Provincial or Federal legislation.

4.2 Unless otherwise permitted under this By-Law, no *person* shall *discharge* into a *sewerage system* or *wastewater facilities*, *sewage* or *wastewater* with any one or more of the following characteristics:

- a) *pH* less than 5.5 or greater than 9.5;
- b) Substance or substances containing two or more separate liquid layers; or
- c) Temperature greater than 65 degrees Celsius.

4.3 Unless otherwise permitted under this By-Law, no *person* shall *discharge* into a *sewerage system* or *wastewater facilities*, *sewage* or *wastewater* containing one or more of the following:

- a) *Combustible liquids*;
- b) *Fuel*;
- c) *Hauled wastewater, leachate* or *waste* from septic tanks, except where written permission from the *Town* has been obtained;
- d) *Inflammable or explosive matter*;
- e) *Sewage* or *wastewater* containing dyes or colouring materials which pass through *wastewater facilities* and discolour *wastewater facilities* or their *effluent* and/or impact the ability to treat the *wastewater*;
- f) *Pathological waste* in any quantity;
- g) *Waste* containing herbicides, *pesticides*, xenobiotics, *PCBs*, or *waste radioactive materials* in concentrations greater than those permitted for release into the environment by *Federal Regulations* and *Provincial Regulations*;
- h) Any *waste* classified as *hazardous waste*; or
- i) Any other substances as may be determined by *Council* from time to time by policy.

4.4 Unless otherwise permitted under this By-Law, no *person* shall *discharge* into a *sewerage system* or *wastewater facilities*, *sewage* or *wastewater* containing a substance in concentration exceeding any of the limits as set out in policy as determined by *Council* from time to time.

4.5 Unless otherwise permitted under this By-Law, no *person* shall *discharge cooling water* or *uncontaminated water* into a *sewerage system* or *wastewater facilities* unless the *discharge* has been permitted by the *Town*.

### **No Dilution**

4.6 Unless otherwise permitted under this By-Law, no *person* shall *discharge* into a sanitary *sewer* or *wastewater facilities*, *sewage* or *wastewater* under circumstances where water has been added for the purpose of dilution of such *sewage* or *wastewater* to achieve compliance with this By-law.

### **Separate Offences**

4.7 The presence in *sewage* or *wastewater* of any one of the matters in sections 4.1 through 4.5 in a concentration in excess of its limits constitutes a separate offence.

### **Obligation to Disclose *Discharge***

4.8 On request of the *Engineer*, any *person* who is permitted to *discharge sewage* or *wastewater* to the *sewerage system* shall disclose the nature of any *sewage* or *wastewater discharged* to the *sewerage system* within 48 hours of receiving such a request from the *Engineer*.

4.9 Disclosure pursuant to section 4.8 shall include a comprehensive description of all *sewage* or *wastewater discharged* to the *sewerage system* within the time period specified by the *Engineer*, including but not limited to the quantity or volume of such *sewage* or *wastewater* and frequency of *discharge*, and if required by the *Engineer*, shall include an independent analysis of the *sewage* or *wastewater discharged* to the *sewerage system* conducted by an *accredited laboratory*.

### **Offence to Fail to Disclose**

4.10 A failure to disclose pursuant to sections 4.8 and 4.9 shall be an offence, and each day that a *person* fails to disclose pursuant to sections 4.8 and 4.9 constitutes a separate offence.

### **Obligation to Give Notice of Potentially Prohibited *Discharge***

4.11 Where a *person* intends to *discharge sewage* or *wastewater* into the *sewerage system* which they know or reasonably ought to know is prohibited pursuant to this By-law, that *person* shall advise the *Engineer* in advance of discharging such *sewage* or *wastewater* and provide the *Engineer* an opportunity to evaluate whether or not the concerning *sewage* or *wastewater* may or may not be *discharged* into the *sewerage system* in accordance with section 4.12 of this Part.

### ***Engineer* Action where Prohibited *Discharge* Occurs or is Proposed to Occur**

4.12 Where *sewage* or *wastewater* is discharged or proposed to be discharged to the *sewerage system* and such *sewage* or *wastewater* contains any *matter* prohibited by this By-law, the *Engineer* may do any of the following:

- a) Reject the *discharge* of *sewage* or *wastewater* and discontinue access to the *sewerage system* until adequate measures are undertaken by the *person* discharging or proposing to *discharge* such *sewage* or *wastewater* to comply with this By-law and to avoid recurrence of non-compliance with this By-law, which may include entering into a Wastewater Discharge Compliance Agreement pursuant to Part 11 of this By-law, if required by the *Engineer*;
- b) Require pre-treatment of the *sewage* or *wastewater* as a condition for *discharge* to the *sewerage system* to the satisfaction of the *Engineer* by way of installing and utilizing a pre-treatment facility pursuant to Part 9 of this By-law;
- c) Exert control over the quantities or rates of *discharge* of the *sewage* or *wastewater*;
- d) Levy a charge to cover the expenses associated with handling or treating the *sewage* or *wastewater* where such *sewage* or *wastewater* is *extra strength wastewater* by way of a Wastewater Extra Strength Surcharge Agreement pursuant to Part 12 of this By-law.

#### ***Engineer May Stop and Close Up to Prevent Discharge***

4.13 The *Engineer* shall have the power to stop and close up and prevent from discharging into the *sewerage system*

- a) Any *private sewer* or drain, or
- b) *Building service connections* and any other part of the *sewerage system*

through which substances are discharged or into which substances are thrown, deposited, or supposed to be put, that are prohibited by this By-law or which are liable to injure the *sewers* or obstruct the flow of *sewage*. However, the *Engineer* shall not cause any *sewer* to be closed up pursuant to this sub-section unless the *owner* of the *sewer* is first notified and given an opportunity to be heard by the *Engineer*, provided that the urgency of the circumstances enables the *Engineer* to give such notice and opportunity to be heard.

#### **PART 5: *Discharge to Storm Water System***

5.1 Except as otherwise permitted in this By-law or where permission has been obtained from the *Town*, no one shall *discharge* any *matter* other than *uncontaminated water* or *storm water* into a *storm sewer*.

#### **PART 6: *Oil and Grease Interceptors***

### ***Interceptors Required***

- 6.1 Every *owner* or operator of a restaurant or other *industrial premises* where food is cooked, processed or prepared and which is connected directly or indirectly to the *sewerage system* shall take all necessary measures to ensure that oil and *grease* are prevented from entering the *sewerage system* in excess of the provisions of this By-law.
- 6.2 The *owner* or operator of a restaurant or other *industrial premises* as set out in this Part shall, at its own expense, install, operate and properly maintain an *interceptor* in any piping system at its *industrial premises* that connects directly or indirectly to the *sewerage system*.
- 6.3 An *interceptor* installed pursuant to this Part shall be installed in compliance with the most current requirements of the *National Building Code of Canada* as well as the most current requirements of the CAN/CSA B-481.

### ***Maintenance of Interceptor Required***

- 6.4 An *interceptor* installed pursuant to this Part shall be maintained and kept in good working condition at all times and in accordance with the manufacturer's recommendations, at the expense of the *owner* or operator of the *industrial premises*, and in doing so the *owner* or operator of the *industrial premises* shall:
  - a) Establish and post maintenance requirements for the *interceptor* at the workplace in reasonable proximity to the *interceptor*, which shall include a schedule for the regular maintenance of the *interceptor*;
  - b) Establish and post cleaning requirements for the *interceptor*, which shall include a schedule for the regular cleaning of the *interceptor* and proper directions as to the disposal of the *waste* captured by the *interceptor*;
  - c) Maintain a complete record of all maintenance, cleaning and *waste* disposal from each and every *interceptor* installed at the premises, which shall be maintained for no less than two years; and
  - d) Make available to the *Engineer* the established and posted maintenance, cleaning and disposal requirements and the record of maintenance, cleaning and disposal from each and every *interceptor*, upon the *Engineer's* request.

### ***Emulsifiers and Facilitating Agents Prohibited***

- 6.5 Emulsifiers shall not be discharged to the *sewerage system* by way of an *interceptor*.
- 6.6 No *person* shall use enzymes, bacteria, solvents, hot water or any other agents to facilitate the passage of *matter* through an *interceptor*.

### **Removal of Retained or Trapped Matter**

- 6.7 Removal of retained or trapped *matter* in an *interceptor* shall be achieved by pumping or other physical means and shall be hauled away and disposed of as required by law, and the *owner* or operator shall:
- a) Maintain a comprehensive record of such disposal of materials for no less than two years for each *interceptor* installed, and
  - b) Make the comprehensive record(s) of such disposal available to the *Engineer* upon request.

### **Request for Inspection by Engineer**

- 6.8 Any reasonable request for inspection of *interceptors* by the *Engineer* shall be granted by the *owner* or operator of any *industrial premises* to which this Part applies.

### **No Discharge from Interceptors into Storm sewer**

- 6.9 No *interceptor* installed, operated and maintained pursuant to this Part shall *discharge* into a *storm sewer*.

## **PART 7: Vehicle and Equipment Service Interceptors**

### **Interceptors Required**

- 7.1 Every *owner* or operator of a vehicle or equipment service station, repair shop or garage or of other *industrial premises* or any other establishment where motor vehicles are repaired, lubricated or maintained and where the *wastewater discharge* is directly or indirectly connected to the *sewerage system*, shall install an *interceptor* designed to prevent motor oil and *grease* from passing into the *sewerage system* in excess of the limits in this By-law.
- 7.2 The *owner* or operator of an establishment or other *industrial premises* as set out in this Part shall install, operate and properly maintain an *interceptor* in any piping system at its *industrial premises* that connects directly or indirectly to a *sewerage system*.
- 7.3 The *owner* or operator of an establishment or other *industrial premises* obliged to install, operate and maintain an *interceptor* shall be responsible for cleaning such *interceptor* and shall dispose of all *matter* captured by the *interceptor* as required by law.

### **Maintenance of Interceptors Required**

- 7.4 An *interceptor* installed pursuant to this Part shall be installed in compliance with the most current requirements of *National Building Code of Canada* and be maintained as recommended by the Canadian Petroleum Products Institute (CPPI).
- 7.5 An *interceptor* installed pursuant to this Part shall be maintained and kept in good working condition at all times and in accordance with the manufacturer's recommendations, at the expense of the *owner* or operator of the *industrial premises*, and in doing so the *owner* or operator of the *industrial premises* shall:
- a) Establish and post a regular inspection schedule designed to ensure that the *interceptor* is regularly maintained to the manufacturer's specifications for performance and to ensure surface oil and sediment levels do not exceed the recommended level;
  - b) Establish and post maintenance requirements for the *interceptor* at the *industrial premises* in reasonable proximity to the *interceptor*, which shall include a schedule for the maintenance of the *interceptor*;
  - c) Establish and post regular cleaning requirements for the *interceptor*, which shall include a schedule for the regular cleaning of the *interceptor* and proper direction as to the disposal of the *waste* captured by the *interceptor*;
  - d) Maintain a complete record of all maintenance, cleaning and *waste* disposal from each and every *interceptor* installed at the premises, which shall be maintained for no less than two years; and
  - e) Make available to the *Engineer* the established and posted maintenance, cleaning and disposal requirements, and the record of maintenance, cleaning and disposal from each and every *interceptor*, upon the *Engineer's* request.

### **Emulsifiers and Facilitating Agents Prohibited**

- 7.6 Emulsifiers shall not be *discharged* to the *sewerage system* by way of an *interceptor*.
- 7.7 No *person* shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of *matter* through an *interceptor*.

### **Removal of Retained or Trapped Materials**

- 7.8 Removal of retained or trapped materials shall be achieved by pumping or other physical means and shall be hauled away and disposed of as required by law, and the *owner* and operator shall:
- a. Maintain a comprehensive record of such disposal of materials two years for each *interceptor* installed, and

- b. Make the comprehensive record(s) of such disposal available to the *Engineer* upon request.

### **Request for Inspection by *Engineer***

- 7.9 Any reasonable request for inspection of *interceptors* by the *Engineer* shall be granted by the *owner* or operator of any *industrial premises* to which this Part applies.

### **No Discharge from *Interceptor* into *Storm sewer***

- 7.10 No *interceptor* installed, operated and maintained pursuant to this Part shall *discharge* into a *storm sewer*.

### **PART 8: Sediment *Interceptors***

- 8.1 Every *owner* or operator of vehicle or equipment service station, repair shop or garage or of *industrial premises* or any other establishment from which sediment may directly or indirectly enter the *sewerage system*, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the drain or *sewer* in excess of the limits in this By-law.
- 8.2 Catch basins or other receptacles installed on private *property* for the purposes of collecting *storm water* or other run-off water and carrying it into the *storm sewer* system shall:
  - a) Be equipped with a sediment *interceptor*, if required by the *Engineer*;
  - b) Be installed in a manner that complies with the *Standard Specifications for Municipal Services*, as may be amended from time to time.
- 8.3 All sediment *interceptors* equipped pursuant to section 8.2 of this Part shall be maintained and kept in good working order by the *owner* or operator of the premises according to manufacturer's recommendations, and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance.
- 8.4 Removal of retained or trapped materials shall be achieved by pumping or other physical means and shall be hauled away and disposed of as required by law, and the *owner* or operator shall:
  - a) Maintain a comprehensive record of such disposals of materials for no less than two years for each sediment *interceptor* installed; and
  - b) Make the comprehensive record(s) of such disposal of materials available to the *Engineer* upon request.



- 8.5 Any reasonable request for inspection of sediment *interceptors* by the *Engineer* shall be granted by the *owner* or operator of any *industrial premises* to which this Part applies.

## **PART 9: Wastewater Pre-treatment Facilities**

### **Wastewater Pre-Treatment Facility Required by *Engineer***

- 9.1 Where required by the *Engineer*, an *owner* shall install a *wastewater* pre-treatment facility on its *property* at a location designated by the *Engineer*, which will treat *sewage* and *wastewater* prior to *discharge* into the *sewerage system* and achieve any and all other pre-treatment objectives which may be identified by the *Engineer* as necessary on a case-by-case basis.

### **Owner's Obligation to Ensure Proper Design, Operation and Maintenance of the Wastewater Pre-Treatment Facility**

- 9.2 The *owner* shall ensure the design, operation and maintenance of the *wastewater* pre-treatment facility is conducted in accordance with the manufacturer's recommendations and properly treats *sewage* and *wastewater* prior to *discharge* into the *sewerage system*, and which achieves any and all pre-treatment objectives identified by the *Engineer*, and in particular, the *owner* and operator shall:
- a) Ensure that all electronic sensors installed to monitor the *effluent* quality at the *wastewater* pre-treatment facility automatically and/or all electronic devices and testing equipment used to monitor the *effluent* quality manually are calibrated no less than once per year, and maintain a comprehensive record of such calibration for a period of no less than five years;
  - b) Ensure any *waste* from the *wastewater* pre-treatment facility is disposed of as required by law, and maintain a comprehensive record of all such *waste* from the *wastewater* pre-treatment facility and its disposal for a period of no less than five years;
  - c) Retain any and all documentation pertaining to operation and maintenance of the *wastewater* pre-treatment facility for a period of no less than five years; and
  - d) Upon request of the *Engineer*, make such comprehensive records and documentation available for inspection by the *Engineer*.

### **Surcharges and Penalties for Failure to Properly Design, Operate and Maintain Wastewater Pre-Treatment Facility**

- 9.3 Upon failure of an *owner* or operator to properly design, operate and maintain the *wastewater* pre-treatment facility in accordance with this Part, the *Town* may levy a

surcharge and a penalty for untreated *wastewater* discharged into the *sewerage system* against the *owner* of the *property*.

### **Removal of Retained or Trapped Materials**

9.4 Removal of retained or trapped materials shall be achieved by pumping or other physical means and shall be hauled away and disposed of as required by law.

### **Request for Inspection by *Engineer***

9.5 Any reasonable request for inspection of the *wastewater* pre-treatment facility by the *Engineer* shall be granted by the *owner* of the *property*.

## **PART 10: *Wastewater Survey Report***

### ***Wastewater Survey Report Required of Industrial premises***

10.1 No *person* shall *discharge sewage, wastewater, cooling water, uncontaminated water* or any combination thereof from *industrial premises* to *wastewater facilities*, including such *discharge* as may be described as a *spill*, without first submitting a *Wastewater Survey Report* to the *Town* and receiving approvals pursuant to this Part.

10.2 Where a *person* seeks to *discharge sewage, wastewater, cooling water, uncontaminated water* or any combination thereof from *industrial premises* to *wastewater facilities* of the *Town*, the *owner* or operator of the *industrial premises* shall first:

- a) Submit to the *Town* a *Wastewater Survey Report* in such form as is approved from time to time by the *Engineer*;
- b) Receive an approval issued by the *Engineer* permitting the *discharge* of such *sewage, wastewater, cooling water, uncontaminated water* or any combination thereof into the *wastewater facilities* of the *Town*; and
- c) Receive any and all other approval(s) as may be required from other regulatory authorities for the lawful *discharge* of *sewage, wastewater, cooling water, uncontaminated water* or any combination thereof sought to be discharged from the *industrial premises*.

10.3 If a *person* has been discharging *sewage, wastewater, cooling water, uncontaminated water* or any combination thereof from *industrial premises* to *wastewater facilities*, prior to the enactment of this By-Law, that *owner* or operator of the *industrial premises* shall comply with the requirements set out section 10.2 within seven (7) days of receiving written notice from the *Town* that a *Wastewater Survey Report* is required of the *industrial premises*.

### ***Wastewater Survey Report Required of Spills***

- 10.4 Where any *person* intends to cause a *spill* on *residential premises* or *industrial premises*, that *person* shall
- a) Submit to the *Town* a *Wastewater Survey Report* in such form as is approved from time to time by the *Engineer*;
  - b) Receive an approval issued by the *Engineer* permitting the *spill* into the *wastewater facilities*; and
  - c) Receive any and all other approval(s) as may be required from other regulatory authorities for the lawful *discharge* of *sewage*, *wastewater*, *cooling water*, *uncontaminated water* or any combination thereof sought to be discharged from the *industrial premises*.
- 10.5 Where a *person* unintentionally causes a *spill* on *residential premises* or *industrial premises*, that *person* shall submit a *Wastewater Survey Report* in such form is as approved from the time to time by the *Engineer* within forty-eight (48) hours of causing the *spill*.

#### **Obligation to Notify *Town* of Change to information in *Wastewater Survey Report***

- 10.6 A *person* who has submitted a *Wastewater Survey Report* pursuant to this Part shall give written notice to the *Town* of any changes to the information reported to the *Town* pursuant this Part within seven (7) days of such a change.

#### **Offence**

- 10.7 A failure to comply with this Part shall be an offence, and each day that a *person* fails to comply with this Part constitutes a separate offence.

### **PART 11: *Wastewater Discharge Compliance Program and Compliance Agreement***

#### ***Wastewater Discharge Compliance Program for the Planning, Design, Construction or Installation of Facilities at Industrial premises***

- 11.1 A *Wastewater Discharge Compliance Program* may be issued by the *Engineer* pursuant to this Part for the *discharge* of a non-complying *sewage*, *wastewater*, *effluent* or other *discharge* during periods of planning, design, construction or installation of facilities to eliminate the noncompliance with the limits prescribed herein.
- 11.2 The *owner* or operator of *industrial premises* may submit to the *Engineer* a proposed *Wastewater Discharge Compliance Program* to eliminate, prevent or to reduce and control the *discharge* of non-compliant *sewage*, *wastewater* or *effluent* to the *sewerage system* or *storm sewers*.

- 11.3 The proposed Wastewater Discharge Compliance Program shall be in such form as is approved from time to time by the *Engineer* and shall be signed by *person* submitting the proposed Wastewater Discharge Compliance Program to the *Engineer*.
- 11.4 The *Engineer* may, in their discretion, issue or refuse to issue an approval for a Wastewater Discharge Compliance Program to the *person* who submitted the proposed Wastewater Discharge Compliance Program. Where an approval has been issued by the *Engineer*, the *person* who submitted the proposed Wastewater Discharge Compliance Program shall be authorized to execute such program under the authority of this By-Law.
- 11.5 Every Wastewater Discharge Compliance Program shall be for a fixed period of time during which the facilities are to be planned, designed, constructed and installed and shall
- a) identify the dates of commencement and completion for each significant activity of the planning, design, construction and installation of the facilities, and the final activity to be completed shall be completed no later than the final compliance date of the Wastewater Discharge Compliance Program;
  - b) identify the materials or other characteristics of the non-complying *sewage wastewater* or other *discharge* to which it relates, including the nature, quantity and frequency of such *discharge* at the various stages of the Wastewater Discharge Compliance Program; and
  - c) specify the remedial actions to be implemented at the various stages of the Wastewater Discharge Compliance Program.
- 11.6 The *person* to whom an approval for a Wastewater Discharge Compliance Program has been issued shall submit a Compliance Program Progress Report within fourteen (14) days after the scheduled completion dates for each activity identified by the Wastewater Discharge Compliance Program, and the Compliance Program Progress Report shall be in such form as is approved from time to time by the *Engineer*.
- 11.7 The *person* to whom the Wastewater Discharge Compliance Program has been issued shall immediately provide written notice to the *Town* of any change in *sewage* or *wastewater* discharged or intending to be discharged as may be governed by the terms and conditions of the Wastewater Discharge Compliance Program.

### **Controlled Release of Non-Compliant *Discharge* by *Town***

- 11.8 In this By-Law,
- a) Nothing shall be construed as impairing the right of the *Town* to accept delivery at *wastewater facilities* owned by the *Town* of *waste, sewage, wastewater* or other *discharge* which would not comply with the specifications contained in this By-Law for controlled release by the operator of the *wastewater facilities*.

- b) Notwithstanding subsection 11.8(a), the *Town* shall not accept delivery of or release or permit the release of any *waste, sewage, wastewater* or other *discharge* which is prohibited by Part XIV the *Municipal Government Act* (Nova Scotia).

**Wastewater *Discharge* Compliance Agreement for Non-Compliance upon coming into force of By-Law or any time thereafter**

11.9 Where, at the coming into force of this By-law or any time thereafter, a *discharger* into the *sewerage system* is not in compliance with this By-Law, the *Engineer* may enter into a Wastewater Discharge Compliance Agreement with the *discharger* to provide a plan for achieving compliance with this By-Law within a specified time.

11.10 The Wastewater Discharge Compliance Agreement pursuant to section 11.9 shall:

- a) Be of a fixed term;
- b) Include interim limits and parameters for non-compliant *discharge* which shall be temporarily permitted at specified periods as identified by the Wastewater Discharge Compliance Agreement; and
- c) Contain reporting requirements to the *Engineer* at specified intervals as to the progress towards achieving compliance with this By-law.

11.11 During the term of the Wastewater Discharge Compliance Agreement, the *discharger* shall be exempt from those and only those provisions of this By-Law as identified in the Wastewater Discharge Compliance Agreement, provided that all of the conditions of the Wastewater Discharge Compliance Agreement are satisfied by the *discharger* while the Wastewater Discharge Compliance Agreement is in effect.

11.12 The *person* to whom the Wastewater Discharge Compliance Agreement has been issued shall immediately provide written notice to the *Town* of any change in *sewage* or *wastewater* discharged or intending to be discharged as may be governed by the terms and conditions of the Wastewater Discharge Compliance Agreement.

11.13 The Wastewater Discharge Compliance Agreement may be terminated with forty eight (48) hours' notice by the *Town* at any time where the terms and conditions of the Agreement are not being met by the *discharger* subject to the Wastewater Discharge Compliance Agreement, and upon termination, the *discharger* shall be required to fully comply with all provisions of this By-law as if a Wastewater Discharge Compliance Agreement had never been entered into.

**PART 12: Wastewater Extra Strength Surcharge Agreement**

**Wastewater Extra Strength Surcharge Agreement may be Entered Into**

- 12.1 Where the *Engineer* chooses to levy a charge to cover the expenses associated with handling or treating *sewage* or *wastewater* which is not in compliance with this Bylaw by way of a Wastewater Extra Strength Surcharge Agreement as a means to permit *discharge* of *extra strength wastewater* by a *discharger*, all of the provisions of this Part shall apply.
- 12.2 The Wastewater Extra Strength Surcharge Agreement may include terms and conditions with respect to the permitted non-compliant *discharge*, including but not limited to
- a) The duration of the Wastewater Extra Strength Surcharge Agreement;
  - b) Specific *discharge* limits to which the *person* subject to the Wastewater Extra Strength Surcharge Agreement must comply;
  - c) Specific direction as to how the *discharge* is permitted by the *person* subject to the Wastewater Extra Strength Surcharge Agreement; and
  - d) The manner in which the *Town* shall recover costs incurred by the *Town* on collection, pumping, treatment and *discharge* of the *extra strength wastewater* from the *discharger* subject to the Wastewater Extra Strength Surcharge Agreement.
- 12.3 Where a *person* has entered into a Wastewater Extra Strength Surcharge Agreement, that *person* shall immediately notify the *Town* in writing of change or anticipated change in the information provided pursuant to the *Wastewater Survey Report*, following which the *Engineer* shall assess the impact of the change or anticipated on the Wastewater Extra Strength Surcharge Agreement and whether or not the Wastewater Extra Strength Surcharge Agreement may continue.

### **Termination of Wastewater Extra Strength Surcharge Agreement**

- 12.4 A Wastewater Extra Strength Surcharge Agreement may be terminated by the *Town* at any time upon providing written notice to the *person* subject to the Wastewater Extra Strength Surcharge Agreement, for reasons including but not limited to an emergency and immediate threat of danger to any *person*, real or personal property, plant or animal life, water or *wastewater facilities*.
- 12.5 If at any time the terms and conditions of the Wastewater Extra Strength Surcharge Agreement are not met, the *Town* shall notify the *person* subject to the Wastewater Extra Strength Surcharge Agreement in writing that compliance with the Wastewater Extra Strength Surcharge Agreement is required within seven (7) days of receipt of a notice from the *Town* that compliance is required, the failure of which may result in the *Town* terminating the Wastewater Extra Strength Surcharge Agreement without further notice to the *person* subject to the Wastewater Extra Strength Surcharge Agreement.

### **PART 13: Wastewater *Discharge* Self-Monitoring and Testing**

### **Monitoring, Flow Metering and Sampling by *Person* Discharging**

- 13.1 The *Town* may require the a *person* discharging *sewage* or *wastewater* to the *sewerage system* and *wastewater facilities* to undertake monitoring, flow metering, or sampling of any such *discharge*, and to provide the results of such monitoring, flow metering or sampling to the *Town* to demonstrate compliance with this By-law.
- 13.2 Where sampling is required for the purposes of determining the concentration of substances in *discharge* the samples may:
- a) Be collected manually or by using an automatic sampling device;
  - b) Contain additives for its preservation; and
  - c) Be collected by *grab sample* or composite or sequential samples, and all tests, measurements and analyses as may be required by the *Town* shall be carried out in accordance with *standard methods* and by an *accredited laboratory*.
- 13.3 Where a *person* discharging *sewage* or *wastewater* is required to undertake monitoring, flow metering or sampling in accordance with section 13.1, the expense of such monitoring, flow metering or sampling, and the provision of the results of such monitoring, flow metering or sampling to the *Town*, shall be borne by the *discharger*.
- 13.4 With respect to equipment and devices used for monitoring, flow measuring or sampling:
- a) All equipment and devices used for monitoring, flow measuring or sampling shall be kept in good working order and maintained according to the manufacturer's recommendations, and calibrated each year at the expense of the *owner* of such equipment or devices; and
  - b) Records of such maintenance and calibration activities shall be maintained by the *owner* and retained for a period of no less than five (5) years, and shall be provided to the *Engineer* upon request.

### **Monitoring, Flow Metering and Sampling by *Town***

- 13.5 The *Engineer* may from time to time enter any premises and conduct any monitoring, flow metering and sampling as may be deemed necessary by the *Engineer*.
- 13.6 The expense of any monitoring, flow metering and sampling conducted by the *Engineer* pursuant to section 13.5 shall be borne by the *Town*.

### **PART 14: Wastewater *Monitoring Access Point***

- 14.1 The *Engineer* may require the installation of a *monitoring access point* or the upgrading of an existing *monitoring access point*, for any *sewer lateral* or *building service*

*connection to the sewerage system for the purpose of monitoring, flow metering or sampling discharges to the sewerage system by way of such sewer lateral or building service connection.*

14.2 A *monitoring access point* under this Part shall be:

- a) Located on the *property* on which the connection or lateral for which a *monitoring access point* is being installed, unless the *Engineer* permits an alternative location;
- b) Constructed and maintained at the expense of the *owner* of the *property* on which the *building service connection* or *sewer lateral* for which a *monitoring access point* is being installed;
- c) Accessible at all times by the *Engineer*;
- d) Constructed in a manner directed by the *Engineer*; and
- e) Maintained at the expense of the *owner* of the *property* on which the *sewer lateral* or *building service connection* for which a *monitoring access point* is being installed to ensure unobstructed access, structural integrity and safety of those accessing the *monitoring access point*.

14.3 Where the installation of a *monitoring access point* is not possible or practicable, the *Engineer* may approve an alternative device, facility or location to enable monitoring, flow metering and sampling of *discharge* to a *sewerage system* from a particular *sewer lateral* or *building service connection*.

## **PART 15: Spills to the Wastewater System**

15.1 In the event of a *spill* to the *sewerage system*, *storm water system* or *wastewater facilities*, or in the event of a *spill* which may enter the *sewerage system*, *storm water system* or *wastewater facilities*, the *person* responsible for the *spill* or the *person* having the charge, management and control of the *spill* shall immediately notify and provide any requested information with regard to the *spill* as follows:

- a) If there is any immediate danger to human health or safety, to all appropriate local emergency services;
- b) After all appropriate local emergency services have been notified pursuant to section 15.1(a), or if there is no immediate danger to human health or safety requiring local emergency services to be notified first, to:
  - i) the *Town*;
  - ii) the *owner* of the *property* where the *spill* occurred; and



- iii) any other *person* whom the *person* responsible for the *spill* or the *person* having the charge, management and control of the *spill* knows or ought to know may be directly affected by the *spill*.
- 15.2 Within five (5) business days of a *spill*, the *person* responsible for the *spill* or the *person* having the charge, management and control of the *spill* shall provide a detailed report of the *spill* to the *Town*, which shall contain the following information to the best of their knowledge:
- a) The date, time and location of the *spill*;
  - b) Name and telephone number of the *person* who reported the *spill* and the location and time where they can be contacted;
  - c) Material spilled;
  - d) Characteristics and composition of material spilled;
  - e) Volume of material spilled;
  - f) Duration of *spill* event;
  - g) Work completed and any work still in progress in the mitigation of the *spill*;
  - h) Preventive actions being taken to ensure a similar *spill* does not occur again; and
  - i) Copies of applicable *spill* prevention and *spill* response plans.
- 15.3 The *person* responsible for the *spill* or the *person* having the charge, management and control of the *spill* shall do everything reasonably possible to contain the *spill*, to protect the health and safety of citizens, to minimize damage to *property*, to protect the environment, to clean up the *spill* and contaminated residue and to restore the affected area to its condition prior to the *spill*, and the expense of such action shall be borne by the *person* responsible for the *spill*.
- 15.4 The *Town* may invoice the *person* responsible for the *spill* to recover any costs of time, materials and services incurred by the *Town* as a result of any response required by the *Town* to clean and remediate the *spill*, and the *person* responsible for the *spill* shall pay the invoice in full within thirty (30) days of receiving such invoice.
- 15.5 In addition to the obligations set out in this Part, the *Town* may require the *person* responsible for the *spill* to prepare and submit a *spill* contingency plan to the *Town* to indicate how the risk of future incidents will be reduced and how future incidents will be addressed.

**PART 16: Cross Connection of Wastewater Discharges to Storm Water Systems**

- 16.1 No *person* shall connect, cause or allow to be connected, or cause or allow to remain connected to the *storm water system* any *sewers*, piping, fixtures, fitting or appliance in a manner which may allow *sewage*, *wastewater*, or any other liquid or *waste* to enter or flow into the *storm water system*, without the express written consent of the *Town*.
- 16.2 Where, in the opinion of the *Engineer*, there may be a risk of *sewage*, *wastewater* or any other liquid or *waste* entering or flowing into the *storm water system*, the *Engineer* may require a *person* to install or remove one or more fittings or appurtenances at any point in an *owner's building service connection* or *sewer lateral* to prevent such entrance or flow as directed by the *Engineer*, the expense of which shall be borne by the owner directed to install such fittings or appurtenances.
- 16.3 The *Town* may enter a *property* for the purpose of conducting investigations or tests to locate cross connections or potential cross connections which may allow *sewage*, *wastewater*, or any other liquid or *waste* to enter or flow into the *storm water system*.

#### **PART 17: Cross Connection of Storm Water Discharges to Sanitary Systems**

- 17.1 No *person* shall, without the express written consent of the *Town*:
- a) Connect, cause or allow to be connected, or cause or allow to remain connected to the *sewerage system* or *wastewater facilities* any *sewers*, piping fixtures, fittings or appliances in a manner which may allow *storm water*, surface water, ground water, roof runoff or subsurface drainage to enter or flow into the *sewerage system*;
  - b) Connect a sump pump to the *sewerage system*.
- 17.2 Where, in the opinion of the *Engineer*, there may be a risk of *storm water*, surface water, ground water, roof runoff or subsurface drainage entering or flowing into the *sewerage system*, the *Engineer* may require an *owner* to install or remove any fittings or appurtenances at any point on a *sewer lateral* or *building service connection* or to repair or replace the *sewer lateral* or *building service connection*, the expense of which shall be borne by the *owner* required to install or remove such fittings or appurtenances or repair or replace the *building service connection* or *sewer lateral*.
- 17.3 The *Engineer* may enter a *property* for the purpose of conducting investigations or tests to locate cross connections or potential cross connections which may allow *storm water*, surface water, ground water, roof runoff or subsurface drainage entering or flowing into the *sewerage system*.

#### **PART 18: General**

##### **Where Discharge Permitted**

18.1 No *person* shall *discharge sewage* or *wastewater* anywhere except into *wastewater facilities*, private on-site *sewage* systems or private central *sewage* collection and treatment systems.

### **Protection from Damage**

18.2 No *person* shall open, uncover, break, alter, damage, destroy, deface or tamper or cause or permit the opening, uncovering, breaking, altering, damaging, destroying, defacing or tampering of:

- a) Any part of the *sewerage system* or *storm sewer* system; or
- b) Any permanent or temporary device installed in the *sewerage system* or *storm sewer* system for the purpose of monitoring, flow measuring, sampling or gathering of related information.

### **Work on Sewerage System or Storm Sewer System only with Authorization of Engineer**

18.3 No work shall be carried out on any portion of the *sewerage system* or *storm sewer* system unless authorization is first received from the *Engineer*.

### **Liability for Supply of Service**

18.4 The *Town* shall not be deemed to guarantee an uninterrupted *wastewater service*, and consequently the *Town* shall not be liable for any damage, direct or consequential, loss or liability or injury caused or done by reason of the interruption of the *wastewater service*, intermittent flow of the *wastewater facilities* or flooding of basements as a result of stoppages or interruption in the *wastewater facilities* for any cause or reason.

## **PART 19: Appeals**

### **Appeals to Council**

19.1 Where a decision is made by the *Engineer* pursuant to section 4.12 of this By-law, an appeal shall lie to *Council*, and on such appeal *Council* shall uphold, reverse or vary the decision.

19.2 All other decisions made by the *Engineer* pursuant to this By-law shall be final.

### **Appeal Not Suspension or Stay of Decision**

19.3 The filing of an appeal pursuant this Part does not suspend or stay the decision of the *Engineer*, and decision of the *Engineer* remains in full force and effect unless and until it is varied or reversed by *Council*.

### **Filing and Hearing of Appeal**

19.3 An appeal shall be filed in written form with the *Chief Administrative Officer*, and *Council* shall hear the appeal in accordance with the policies and procedures of *Council*.

19.4 The right of appeal provided by this Part shall expire fifteen (15) days after the date of the *Engineer's* decision.

## **PART 20: Enforcement, Penalties And Offenses**

### **Right of Entry of the *Town***

20.1 No *person* shall prevent, hinder, obstruct or interfere in any way with the *Engineer* from:

- a) At any reasonable time, entering in or upon *property* or dwelling those being used as a domestic residence or dwelling;
- b) Conducting such tests or taking such samples as the *Engineer* deems necessary;
- c) Inspecting or observing any plant, machinery, equipment, work, activity or documents.

### **Responsibility for Compliance with By-law on *Person***

20.2 Any *person* discharging to the *sewerage system* shall be responsible for ensuring that such *discharge* at all times conforms with this By-Law and shall be liable for any damage or expense arising out of his or her failure to properly ensure such *discharge* at all times complies with this By-law, including the cost of investigating, repairing or replacing any part of any municipal real or personal property, facilities or infrastructure related to the *sewerage system* and *storm sewer system*.

### **Expenses Incurred by *Town***

20.3 Any expenses or charges incurred by the *Town* in relation to a *person's* failure to comply with this By-law shall be recoverable from the *person* by the *Town* as a lien against that *person's property* pursuant to section 507 of the *Municipal Government Act*.

### **Contravention**

20.4 Any *person* who contravenes any provision of this By-law is punishable on summary conviction as follows:

- a) for a first offence, by a fine of not less than \$100.00 and not more than \$25,000.00 and in default of payment to imprisonment for a term of not more than ninety (90) days;

- b) for a second offence, by a fine of not less than \$1,000.00 and not more than \$35,000.00 and in default of payment to imprisonment for a term of not more than ninety (90) days; and
- c) for a third or subsequent offence, by a fine of not less than \$5,000.00 and not more than \$50,000.00 and in default of payment to imprisonment for a term of not more than ninety (90) days.

## **Sewer Charges**

### 21.1 Every owner of land:

- a) On which any building is connected to a sewerage system; shall pay to the Municipality an annual "Sewer Service Charge" for the construction and maintenance of the sewerage system of the Municipality.

### 21.2 a) The Municipality shall annually calculate the Sewer Service Charge by dividing the total annual cost, or a portion thereof, of the sewer system, including capital repayment costs, by the estimated total annual consumption of the Water Utility.

- b) Every owner of property who is a user of the Water Utility shall pay a Sewer Service Charge based on the amount of water consumed on that property.

- c) Every owner of property who is a user of the Water Utility, but is not a metered user, shall pay a Sewer Service Charge based on the amount of water consumed by a similar class of user.

- d) Every owner of property who is a non-user of the Water Utility, but is a user of the sewer system shall pay a Sewer Service Charge based on the amount of water consumed by a similar class of user.

### 21.3 a) Sewer service charges shall be levied on the owners of all properties liable to pay the same commencing in the year following the year in which a sewer has been installed or the year in which a building on the property has been connected to the sewer, whichever is the earlier.

- b) For the purposes of this Bylaw, a sewer has been installed when the Municipal Engineer has certified to the Council that the system or project of which the sewer forms part is substantially complete.

### 21.4 1) The sewer service charge shall be billed quarterly.

- 2) The sewer service charge shall be due and payable 30 days after billing.

- 3) The sewer service charge, if not paid by due date, shall bear interest at the same rate as charged on unpaid taxes.

- 21.5 1) The sewer service charge is a lien on the whole of the property subject to the sewer charge in the same manner and with the same effect as rates and taxes under the *Assessment Act*.
- 2) The sewer service charge and interest thereon may be sued for and collected in the same manner as other rates and taxes.
- 3) Land is liable to be sold for unpaid sewer service charges in the same manner and with the same effect as for unpaid rates and taxes pursuant to the *Assessment Act*.
- 21.6 There will be no exemption from the sewer service charge for water metered and used in production premises, swimming pools, irrigation, or in any other manner, although such water is not discharged into wastewater facilities.