

THE CORPORATION OF THE CITY OF GUELPH

By-law Number (1996)-15202

A by-law to regulate the discharge of water, wastes and other matter into the sanitary sewers and storm sewers of the City of Guelph, and to repeal By-law (1991)-13792 and to adopt Municipal Code Amendment No. 180, which replaces Articles 1 and 11, Chapter 245 of the Corporation of the City of Guelph's Municipal Code.

THE CORPORATION OF THE CITY OF GUELPH ENACTS AS FOLLOWS:

INTERPRETATION

1. For the purposes of this by-law, the following terms shall have the corresponding meanings:

"acute hazardous waste chemical" means a material which is an acute hazardous waste chemical within the meaning of Ontario Regulation 347;

"biochemical oxygen demand" means carbonaceous oxygen demand (biochemical) as determined by Standard Methods when an inhibiting chemical has been added to prevent ammonia oxidation;

"blowdown" means the discharge of recirculating non-contact cooling water for the purpose of discharging materials contained in the water, the further buildup of which would cause concentrations in amounts exceeding limits established by best engineering practices;

"City" means the Corporation of the City of Guelph;

"commercial waste chemical" means a material which is a commercial waste chemical within the meaning of Ontario Regulation 347;

"composite sample" means a sample which is composed of a series of grab samples taken at intervals during the sampling period;

"cyanide" means cyanide as determined by Standard Methods;

"de minimis dose" means a dose of radiation to an individual of 0.05 millisieverts per year;

"de minimis waste" means any waste radioactive material that will not result in a dose of radiation exceeding the de minimis dose regardless of the quantity of the material or how it is used or managed;

"Environmental Protection Act" means the Environmental Protection Act, R.S.O. 1990, Chap. E.19, or any successor thereof;

"fuel" includes any ignitable liquid intended for use as a fuel with a flash point less than 61° Celsius determined by one of the methods in Ontario Regulation 347 and gasoline, naphtha, diesel fuel or fuel oil;

"grab sample" means an aliquot of the flow being sampled taken at one particular time and place;

"hailed sewage" means waste removed from a cesspool, septic tank system, privy vault or privy pit, chemical toilet, portable toilet, sewage holding tank or any other sewage system of a type regulated under Part VIII or any successor thereof of the Environmental Protection Act;

"hazardous industrial waste" means a material which is a hazardous industrial waste within the meaning of Ontario Regulation 347;

"hazardous waste chemical" means a material which is a hazardous waste chemical within the meaning of Ontario Regulation 347;

"ignitable waste" means a material which is an ignitable waste within the meaning of Ontario Regulation 347;

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

"industrial process area" means any industrial building, property or land area which during manufacturing, processing or storage comes into direct contact with any raw material, intermediate product, finished product, byproduct or waste product;

"Kjeldahl Nitrogen" means organic nitrogen as determined by Standard Methods;

"matter" includes a solid, liquid or gas;

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

"once-through cooling water" means non-contact cooling water that has been circulated once through a cooling device;

"Ontario Regulation 347" means Ontario Regulation 347, or any successor Regulation thereof, made under the Environmental Protection Act;

"Ontario Water Resources Act" means the Ontario Water Resources Act, R.S.O. 1990, Chap. O.40, or any successor thereof;

"owner" or **"operator"** means the person who owns or operates any facility or activity which is subject to the provisions of this by-law;

"pathological waste" means a material which is a pathological waste within the meaning of Ontario Regulation 347 or any material which is designated in writing as pathological waste by the Chief Medical Officer of Health in the Province of Ontario;

"PCBs" means any monochlorinated or poly-chlorinated biphenyl or any mixture of these or mixture that contains one or more of them;

"PCB waste" means a PCB waste within the meaning of Ontario Regulation 362/90 or any successor thereof made under the Environmental Protection Act;

"person" includes an individual, association, partnership, corporation, municipality, or an agent or employee thereof;

"pesticide" means a pesticide regulated under the Pesticides Act, R.S.O. 1990, Chap. P.11, or any successor thereof;

"pH" means the logarithm to the base 10 of the reciprocal of the concentration of hydrogen ions in moles per litre of solution;

"phenolic compounds" means those derivatives of aromatic hydrocarbons which have a hydroxyl group directly attached to the ring as determined by Standard Methods;

"phosphorus" means total phosphorus as determined by Standard Methods;

"reactive waste" means a material which is a reactive waste within the meaning of Ontario Regulation 347;

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

"severely toxic material" means any material listed in Schedule 3 of Ontario Regulation 347;

"sewage" means any liquid waste containing animal, vegetable or mineral matter in solution or in suspension, but does not include uncontaminated water by itself;

"sewage works" means any works for the collection, transmission, treatment or disposal of sewage, or any part of such works;

"SIC code" means the Standard Industrial Classification code contained in either the Standard Industrial Classification Manual published by the Minister of Supply and Services

Canada, 1980 (Canadian SIC) or the Standard Industrial Classification Manual published by the Executive Office of the President, Office of Management and Budget, 1972 (U.S. SIC);

"solvent extractable matter of animal or vegetable origin" means grease and oil as determined by Standard Methods;

"solvent extractable matter of mineral or synthetic origin" means grease and oil as determined by Standard Methods;

"Standard Methods" means a procedure 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 Water Pollution Control Federation, 19th Edition (1995) or any successor thereof, current and at the date of testing, or a procedure published by the Ontario Ministry of Environment and Energy as a standard method or the equivalent of a standard method;

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

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

"suspended solids" means solid matter in or on a liquid which matter is removable by filtering and dried as determined by Standard Methods;

"uncontaminated water" means water to which no matter has been added as a consequence of its use, or to modify its use, by any person or by any means;

"waste disposal site leachate" means leachate from any waste disposal site; and

"waste radioactive material" means any waste material exhibiting the property of spontaneous disintegration of atomic nuclei usually with the emission of penetrating radiation or particles.

DISCHARGES TO SANITARY SEWERS

- 2.-(1) No person shall discharge or deposit or cause or permit the discharge or deposit of any of the following matter into or in any land drainage works, private branch drain or connection to any sanitary sewer:
- (a) matter of any type or at any temperature or in any quantity which may be, or may become, a health or safety hazard to a sewage works employee, or which may be, or may become, harmful to a sewage works, or which may cause the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act or the Environmental Protection Act;

- (b) which may cause the sludge or compost from sewage works to fail to meet the criteria relating to contaminants for utilizing the sludge or compost for beneficial use under Ontario Guidelines for Sewage Sludge Utilization on Agricultural Lands (as revised October, 1992);
- (c) which may interfere with the proper operation of a sewage works, or which may impair or interfere with any sewage treatment process, or which is or may result in a hazard to any person, animal, property or vegetation;
- (d) without limiting the generality of the foregoing, any of the following:
 - (i) solid or viscous substances in such quantity or size as to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal guts or tissues, paunch manure, whole blood or the product of any garbage grinder;
 - (ii) sewage that causes or may cause an offensive odour to emanate from a sewage works, and includes sewage containing hydrogen sulphide, carbon disulphide and other reduced sulphur compounds, amines or ammonia;
 - (iii) stormwater, water from drainage of roofs or land, water from a watercourse or uncontaminated water;
 - (iv) water that has originated from a source separate from the water distribution system of the City;
 - (v) sewage or uncontaminated water at a temperature greater than 65° Celsius;
 - (vi) sewage having a pH less than 5.5 or greater than 9.5;
 - (vii) sewage containing more than 15 milligrams per litre of solvent extractable matter of mineral or synthetic origin;
 - (viii) sewage containing more than 100 milligrams per litre of solvent extractable matter of animal or vegetable origin;
 - (ix) sewage in which the biochemical oxygen demand exceeds 300 milligrams per litre;
 - (x) sewage containing more than 350 milligrams per litre of suspended solids;
 - (xi) sewage containing more than 10 milligrams per litre of phosphorus;
 - (xii) sewage containing more than 100 milligrams per litre of Kjeldahl Nitrogen;
 - (xiii) sewage containing more than 1 milligram per litre of phenolic compounds;

- (xiv) sewage which consists of two or more separate liquid layers;
- (xv) sewage containing dyes or colouring materials which pass through a sewage works and discolour the sewage works effluent;
- (xvi) sewage containing any of the following in excess of the indicated concentrations:

1500 milligrams/litre

chlorides expressed as Cl
sulphates expressed as SO₄

50 milligrams/litre

aluminum expressed as Al
iron expressed as Fe

10 milligrams/litre

fluorides expressed as F

5 milligrams/litre

antimony expressed as Sb
bismuth expressed as Bi
chromium expressed as Cr
cobalt expressed as Co
lead expressed as Pb
manganese expressed as Mn
molybdenum expressed as Mo
selenium expressed as Se
silver expressed as Ag
tin expressed as Sn
titanium expressed as Ti
vanadium expressed as V

3 milligrams/litre

copper expressed as Cu
nickel expressed as Ni
zinc expressed as Zn

2 milligrams/litre

cyanide expressed as TOTAL

1 milligram/litre arsenic expressed as As
cadmium expressed as Cd

0.1 milligrams/litre mercury expressed as Hg;

(xvii) the following materials, or sewage containing any of the following, in any amount:

fuel
PCBs
pesticide
severely toxic material
waste radioactive material

(xviii) the following materials, or sewage containing any of the following, in any amount:

hauled sewage
waste disposal site leachate; or

(xix) the following hazardous wastes in any amount:

acute hazardous waste chemical
hazardous industrial waste
hazardous waste chemical
ignitable waste
pathological waste
PCB waste
reactive waste

- (2) In determining whether the limit with respect to any matter prescribed in subsection 2.-(1) is contravened, the volume of any water that has been added for the purpose of enabling the limit to be met and any discharges to a sanitary sewer shall be disregarded for the purposes of calculating whether the limit has been met so that compliance with the limit cannot be attained by dilution.
- (3) Subclauses 2.-(1)(d)(ii) and 2.-(1)(d)(xix) do not apply to prevent the discharge of human waste.
- (4) Subclause 2.-(1)(d)(iv) does not apply to prevent the discharge of water taken from a source separate from the water distribution system of the City provided such source is approved by the City.

- (5) Subclause 2.-(1)(d)(xvii) does not apply to prevent the discharge of waste radioactive material where such is being discharged in accordance with a licence from the Atomic Energy Control Board and a copy of such licence has been provided to the City, nor to the discharge of de minimis waste.
- (6) Subclause 2.-(1)(d)(xvii) does not apply to prevent the discharge of PCBs when:
- (a) the owner or operator of the industrial premises has a certificate of approval relating to the premises from the Ontario Ministry of Environment and Energy which expressly allows the discharge or has written approval from the Director of the Ontario Ministry of Environment and Energy which expressly authorizes the discharge from the premises;
 - (b) the owner or operator of the industrial premises has written approval from the City which expressly authorizes the discharge from the premises;
 - (c) the discharge contains a concentration of less than 5 micrograms per litre of PCBs; and
 - (d) a copy of the certificate of approval or written authorization referred to in Clause 2.-6(a) has been provided to the City.
- (7) Subclause 2.-1(d)(xviii) does not apply to prevent the discharge of waste disposal site leachate when:
- (a) the waste disposal site leachate is being discharged pursuant to a certificate of approval or order relating to the industrial premises under the Environmental Protection Act or the Ontario Water Resources Act, which expressly allows the discharge;
 - (b) the owner or operator of the industrial premises has written approval from the City which expressly authorizes the discharge from the premises; and
 - (c) a copy of the certificate of approval or written authorization referred to in Clause 2.-7(a) has been provided to the City.
- (8) Subclause 2.-(1)(d)(xviii) does not apply to prevent the discharge of hauled sewage when:
- (a) the carrier of the hauled sewage is a waste transportation system operating under a licence issued under Part VIII or any successor thereof of the Environmental Protection Act;
 - (b) the carrier has written approval from the City which includes a specified time and location for the discharge; and
 - (c) the discharge occurs at the approved time and location.

- (9) Subclause 2.-(1)(d)(xix) does not apply to prevent the discharge of pathological waste that has been decontaminated prior to discharge when:
- (a) the owner or operator of the industrial premises has a certificate of approval from the Ontario Ministry of Environment and Energy which expressly allows the discharge or written approval from the Director of the Ontario Ministry of Environment and Energy which expressly authorizes the discharge from the premises;
 - (b) the owner or operator of the industrial premises has written approval from the City which expressly authorizes the discharge from the premises; and
 - (c) a copy of the certificate of approval or written authorization referred to in Clause 2.-(9)(a) has been provided to the City.

DISCHARGES TO STORM SEWERS

- 3.-(1) No person shall discharge or deposit or cause or permit the discharge or deposit into or in any land drainage works, private branch drain or connection to any storm sewer any matter:
- (a) of any type or at any temperature or in any quantity which may:
 - (i) interfere with the proper operation of a storm sewer;
 - (ii) obstruct a storm sewer or the flow therein;
 - (iii) result in a hazard to any person, animal, property or vegetation;
 - (iv) impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir or other water or water-course; or
 - (v) result in the contravention of an approval, requirement, direction or other order under the Ontario Water Resources Act or the Environmental Protection Act with respect to the storm sewer or its discharge; or
 - (b) without limiting the generality of the foregoing, any:
 - (i) water at a temperature greater than 40° Celsius;
 - (ii) water having a pH less than 6.0 or greater than 9.0;
 - (iii) water containing more than 15 milligrams per litre of biochemical oxygen demand;
 - (iv) water containing more than 15 milligrams per litre of suspended solids;
 - (v) water containing dyes or colouring material which discolour the water;
 - (vi) water containing solvent extractable matter of animal or vegetable origin or solvent extractable matter of mineral or synthetic origin which causes a visible film, sheen or discolouration on the water surface;
 - (vii) water containing any of the following in excess of the indicated concentrations:

50 (0.05 ppm) micrograms/litre

zinc expressed as Zn
lead expressed as Pb
nickel expressed as Ni

10 (0.01 ppm) micrograms/litre

copper expressed as Cu

1 (0.001 ppm) microgram/litre

cadmium expressed as Cd
mercury expressed as Hg

200 per 100 millilitres

fecal coliforms; or

- (viii) sewage,
once-through cooling water,
blow-down,
- (ix) automotive or machine oils and grease,
fuel,
paint and organic solvent,
PCBs,
pesticide,
severely toxic material,
waste disposal site leachate,
waste radioactive material,
- (x) acute hazardous waste chemical,
hazardous industrial waste,
hazardous waste chemical,
ignitable waste,
pathological waste,
PCB waste,
reactive waste; or
- (xi) matter that in any concentration or quantity will cause the death of or injury to any person, fish, animal, bird, fowl or damage to any property.

- (2) Subclause 3.-(1)(b)(viii) does not apply to prevent the discharge of once-through cooling water or blowdown when:
- (a) the once-through cooling water or blowdown is being discharged, pursuant to a certificate of approval or order relating to the industrial premises under the Environmental Protection Act or the Ontario Water Resources Act which expressly allows the discharge;
 - (b) the owner or operator of the industrial premises has written approval from the City which expressly authorizes the discharge from the premises; and
 - (c) a copy of the certificate of approval or order referred to in Clause 3.-(2)(a) has been provided to the City.
- (3) The provisions of Subsection 3.-(1) apply only to the discharge of stormwater runoff from an industrial process area to a storm sewer and to any stormwater discharge to a storm sewer to which the matter prohibited by Subsection 3.-(1) has been added for the purpose of disposing of the matter.
- (4) The provisions of Subclauses 3.-(1) (b)(iv), 3.-(1)(b)(v), 3.-(1)(b)(vi) and 3.-(1)(b)(vii) do not apply to prevent the discharge of stormwater runoff from an industrial process area to a storm sewer when:
- (a) the owner or operator of the industrial premises has a certificate of approval or order relating to the premises under the Environmental Protection Act or the Ontario Water Resources Act which expressly allows the discharge and a copy of the certificate of approval or order has been provided to the City; or
 - (b) the owner or operator of the industrial premises has written approval from the City for a Best Management Practices (BMP) Plan which has been prepared in accordance with Schedule "A" of this by-law.

REPORTS REQUIRED

- 4.-(1) Every owner or operator of an industrial premises shall prepare a complete and accurate Waste Survey Report in the form as set out in Schedule "C" of this by-law prior to the discharge of any matter from such premises to any land drainage works, private branch drain or connection to any sanitary sewer or to any storm sewer. This report shall be filed with the City within 30 days of receiving a request from the City to provide this information.
- (2) In the event that a change occurs in an industrial premises which affects the accuracy or completeness of the information provided to the City in a Waste Survey Report, the owner or operator of such premises shall submit the new information to the City within 30 days of the change.

- (3) In the event that a change occurs in an industrial premises which affects the accuracy or completeness of the information provided to the City in a Waste Survey Report, the owner or operator of such premises shall not discharge or deposit or cause or permit the discharge or deposit of sewage into or in any land drainage works, private branch drain or connection to any sanitary sewer or storm sewer prior to a new Waste Survey Report being submitted to the City setting out the new information.

OVERSTRENGTH SURCHARGE COMPLIANCE AGREEMENTS

- 5.-(1) Where matter identified in Subclause 2.-(1)(d)(viii), 2.-(1) (d) (ix), 2.-(1)(d)(x) or 2.-(1)(d)(xi) exceeds the limits specified therein, the City may permit the owner or operator of the industrial premises which is causing the excess to enter into an Overstrength Surcharge Compliance Agreement in which the discharge of non-complying effluent is permitted in accordance with such Agreement during the period of planning, design, construction or installation of facilities to eliminate such non-compliance.
- (2) Every Overstrength Surcharge Compliance Agreement permitted by the City shall be in the form set out in Schedule "D" of this by-law and the City's Director of Works is authorized to execute such agreements on behalf of the City under the authority of this by-law.
- (3) Every owner or operator of an industrial premises who enters into an Overstrength Surcharge Compliance Agreement shall submit to the City Agreement Progress Reports in the intervals set out in the Overstrength Surcharge Compliance Agreement and such Agreement Progress Reports shall be in the form set out in Schedule "E" of this by-law.
- (4) The fees to be paid to the City under an Overstrength Surcharge Compliance Agreement shall be the fee required for the amount of non-complying effluent being discharged according to the formula set out in Schedule "F" of this by-law.
- (5) Where an owner or operator who has entered into an Overstrength Surcharge Compliance Agreement fails to comply with any provision of such Agreement, such owner or operator shall comply with all provisions of this by-law and such compliance shall commence on the date set out in a written notice to be sent by the City to the owner or operator at the address of the industrial premises..

SAMPLING AND ANALYSIS

- 6.-(1) Where the City obtains a sample for the purpose of determining the characteristics or contents of any sewage, uncontaminated water or stormwater, one sample alone is sufficient and the sample may be a grab sample or a composite sample, may contain additives for its preservation and may be collected manually or by using an automatic sampling device.
- (2) Except as otherwise specifically provided in this by-law, all tests, measurements, analyses and examinations of sewage, uncontaminated water and stormwater, shall be carried out in accordance with Standard Methods.

- (3) For aluminium, antimony, arsenic, bismuth, cadmium, chromium, cobalt, copper, iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, tin, titanium, vanadium and zinc, where the concentration of such matter is limited in Subclauses 2.-(1)(d)(xvii) and 3.-(1)(b)(vii), the analysis of such matter shall be for the quantity of total metal, which includes all metal both dissolved and particulate.

SPILLS

- 7.-(1) Every person who discharges or deposits or causes or permits the discharge or deposit of sewage into or in any land drainage works, private branch drain or connection to any sanitary sewer or storm sewer shall, where such discharge or deposit is abnormal in quality or quantity in light of all the circumstances of the discharge or deposit, forthwith notify the City.
- (2) Every person who discharges or deposits or causes or permits the discharge or deposit of uncontaminated water or stormwater into or in any land drainage works, private branch drain or connection to any sanitary sewer or storm sewer shall, where such discharge or deposit is abnormal in quality or quantity in light of all the circumstances of the discharge or deposit, forthwith notify the City.
- (3) Every person who discharges or deposits or causes or permits the discharge or deposit of any matter listed in Subclause 2.-(1)(d)(xvii), 2.-(1)(d)(xviii) or 2.-(1)(d)(xix) into or in any land drainage works, private branch drain or connection to any sanitary sewer or storm sewer shall forthwith notify the City.
- (4) Every person who discharges or deposits or causes or permits the discharge or deposit of any matter listed in Subclauses 3.-(1)(b)(viii), 3.-(1)(b)(ix), 3.-(1)(b)(x) or 3.-(1)(b)(xi) into or in any land drainage works, private branch drain or connection to any storm sewer shall forthwith notify the City.
- (5) For any of the discharges set out in this Section for which the person is required to forthwith notify the City, the notification shall include the following information:
- (a) name of the company and the address of location of spill;
 - (b) name of person reporting the spill and telephone number where that person can be reached;
 - (c) time of the spill;
 - (d) type and volume of material discharged and any associated hazards; and
 - (e) corrective actions being taken to control the spill.
- (6) Within five days following a discharge to which Subsection 7.-(5) applies, the person shall submit to the City a detailed written report describing the cause of the spill and the actions taken or to be taken to prevent a recurrence.

MANHOLES REQUIRED

- 8.-(1) Every owner or operator of an industrial premises with one or more connections to a sewage works shall install and maintain in good repair in every such connection a suitable manhole to allow observation and sampling of the sewage and measurement of the flow of sewage therein, provided that where installation of a manhole is not possible, an alternative device or facility may be substituted with the written approval of the City.
- (2) The manhole or alternate device referred to in Subsection 8.-(1) shall be located on the property line of the premises, unless the City has given written approval for a different location.
- (3) Every manhole, device or facility installed as required by Subsection 8.-(1) shall be designed and constructed in accordance with good engineering practices and the requirements of the City, and shall be constructed and maintained by the owner or operator of the premises at his or her expense.
- (4) Every owner or operator of an industrial premises shall ensure that every manhole, device or facility installed as required by Subsection 8.-(1) is at all times accessible for purposes of observing and sampling the sewage and measuring the flow of sewage therein.

GENERAL PROVISIONS

9. The City may require the owner or operator of an industrial premises to install and maintain devices to monitor sewage discharges and to submit regular reports regarding such discharges to the City and such reports shall be to the satisfaction of the City.
10. A person appointed by Council for the purpose of ensuring compliance with, carrying out tests under, and enforcing the provisions of this by-law may, upon production of his or her identification, enter any industrial premises to carry out his or her duties under this by-law.
11. No person shall break, damage, destroy, deface or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering of:
 - (a) any part of a sewage works; or
 - (b) any permanent or temporary device installed in a sewage works for the purpose of measuring, sampling and testing of sewage.
12. The SIC codes for various industrial sectors shall be those Standard Industrial Classification codes set out in Schedule "B" of this by-law.

OFFENCE

13. Every person who contravenes any provision of this by-law is guilty of an offence.

PENALTIES

14.-(1) Every person who is convicted of an offence under this by-law is liable to a penalty of not more than Ten Thousand dollars (\$10,000.00) for a first offence and Twenty-five Thousand dollars (\$25,000.00) for any subsequent offence.

(2) Where a corporation is convicted of an offence under this by-law, the maximum penalty that may be imposed upon the corporation is Fifty Thousand dollars (\$50,000.00) for the first offence and One Hundred Thousand dollars (\$100,000.00) for any subsequent offence.

SCHEDULES FORM PART OF BY-LAW

15. Schedules "A", "B", "C", "D", "E" and "F" attached hereto shall form part of this by-law.

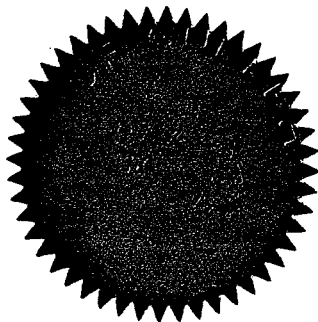
PRIOR BY-LAWS REPEALED

16. By-law (1991)-13792 is hereby repealed.

MUNICIPAL CODE AMENDMENT

17. Articles I and II of Chapter 245 of the Municipal Code are hereby deleted and this By-law (1996)-15202 substituted therefor, being Municipal Code Amendment Number 180.

PASSED THIS SIXTEENTH DAY OF JULY, 1996



Joe Young

JOE YOUNG - MAYOR

V. Charlene Lavigne

V. CHARLENE LAVIGNE
- DEPUTY CITY CLERK

SCHEDULE "A"
of By-law Number (1996)-15202

BEST MANAGEMENT PRACTICES (BMP) PLAN

A Best Management Practices (BMP) Plan is a plan agreed to by the City with guidance from the Ontario Ministry of Environment and Energy and is developed for activities which are associated with or ancillary to industrial manufacturing or treatment processes. The ancillary sources addressed in a BMP Plan are material storage areas, loading and unloading areas, plant site runoff, in-plant transfer areas, process areas, material handling areas, and sludge and hazardous waste disposal areas. In general, a BMP Plan will include practices used by industry for pollution control from these sources, safety programs, fire protection, protection against loss of valuable raw materials or products, etc. The following elements must be included in a BMP Plan:

General

1. Name and location of facility
2. Statement of BMP policy and objectives
3. Review by plant manager

Specific

1. Establishment of a BMP committee
2. Risk identification and assessment
3. Reporting of BMP incidents
4. Materials compatibility
5. Good housekeeping
6. Preventive maintenance
7. Inspection and records
8. Security
9. Employee training

SCHEDULE "B"
of By-law Number (1996)-15202

STANDARD INDUSTRIAL CLASSIFICATION CODES

CATEGORY	SIC (U.S.)	SIC (CANADIAN)
Construction Industry	1600-1799	4011-4499
<u>Food and Kindred Products</u>		
meat	2011-2013	1011
poultry	2016-2017	1012
dairy	2021-2026	1041-1049
fruit and vegetables	2032-2038	1031-1032
grain mills	2041-2048	1051-1059
fats and oils	2074-2079	1061
bakery products	2051-2052	1071-1072
sugar processing	2061-2067	1081-1089
beverages	2082-2087	1111-1141
seafood processing	2091-2092	1021
miscellaneous food processing	2095-2099	1091-1099
tobacco	2110-2141	1211-1221
<u>Textile Mill Products</u>		
primary textiles	2211-2269	1800-1899
textile products	2271-2299	1900-1999
apparel and other textile products	2311-2399	2441-2499
<u>Lumber and Wood Products</u>		
timber products processing	2411-2499	2511-2599
wood preserving	2491	2591
wood and metal furniture manufacturing	2510-2599	2611-2699
<u>Paper and Allied Products</u>		
pulp, paper and paperboard mills	2600-2631	2711-2712
miscellaneous converted paper products	2640-2655	2731-2799
building paper and board mills	2661	2713-2719
printing and publishing	2700-2799	2811-2899
<u>Chemicals and Allied Products</u>		
inorganic chemicals manufacturing	2810-2819	3711
phosphate manufacturing	2819	3721-3729
plastics, resins and synthetic fibres manufacturing	2821-2824	3731
pharmaceutical manufacturing	2830-2834	3741
soaps and cosmetics	2840-3844	3761-3771
paints, varnishes manufacture	2851	3751
gums and wood chemicals	2861	3712
dye manufacture	2865	3712
organic chemicals and pesticide manufacturing	2869	3712
pesticide formulation	2879	3712
fertilizer manufacture	2873-2875	3721-3729

<u>CATEGORY</u>	<u>SIC (U.S.)</u>	<u>SIC (CANADIAN)</u>
adhesives and sealants	2891	3792
explosives	2892	3711
ink manufacture	2893	3791
carbon black	2895	3711
chemicals and chemical preparation	2899	3711
petroleum refining	2911	3611
paving and roofing materials	2951-2952	3699
coal and petroleum products	2991-2999	3612-3698
<u>Rubber & Miscellaneous Plastic Products</u>		
rubber products	3011-3069	1500-1599
plastics moulding	3070-3079	1600-1699
<u>Leather and Leather Products</u>		
leather tanning and finishing	3111	1711
leather goods	3131-3199	1712-1719
<u>Stone, Clay and Glass Products</u>		
stone, clay and glass products	3200-3299	3511-3599
asbestos manufacturing	3292	3592
glass manufacturing	3211-3229	3561-3562
cement manufacturing	3271-3273	3521-3551
<u>Primary Metal Industries</u>		
iron and steel	3300-3317	2911-2921
foundries	3321-3325	2941
nonferrous metals forming/manufacturing	3331-3369	2951-2999
aluminium forming	3353-3355	2951
copper forming	3351-3357	2959
miscellaneous primary metal products	3390-3399	2999
<u>Fabricated Metal Products</u>		
metal finishing	3411-3469	3011-3099
electroplating	3471	3011-3099
coil coating	3479	3011-3099
ordnance and accessories	3482-3489	3011-3099
miscellaneous fabricated metal products	3490-3499	3011-3099
<u>Equipment and Machinery</u>		
machinery manufacturing	3500-3599	3111-3199
electrical and electronic equipment	3612-3690	3311-3399
battery manufacturing	3691-3692	3391
miscellaneous electrical equipment	3693-3699	3392-3399
transportation equipment	3711-3799	3211-3299
instruments and related products	3811-3873	3911-3914
miscellaneous manufacturing	3911-3999	3921-3999
photographic chemical manufacturing	3861	
<u>Transportation and Public Services</u>		
transportation services	4000-4799	4511-4599

<u>CATEGORY</u>	<u>SIC (U.S.)</u>	<u>SIC (CANADIAN)</u>
electricity generation and distribution	4911-4931	4911
water supply	4941	4931
waste treatment and disposal	4952	4999
refuse systems	4953	4999
hazardous waste treaters	4953	4999
<u>Wholesale and Retail Industry</u>		
petroleum products dealers	5983-5989	5111
automobile wrecking	5015	5911
barrel and drum reclaimers	5085	5919
scrap and waste materials	5093	5919
solvent reclaimers	5093	5919
waste oil reclaimers	5093	5919
<u>Services</u>		
furniture refinishing	7641	6213
gasoline service station	5541	6331
automotive repair	7532-7549	6351-6399
photographic services	7384	6571
hospitals and clinics	8062-8072	8611-8619
industrial and commercial laundries	7211-7219	9721-9729
funeral services	7261	9731
disinfecting and exterminating	7342	9951
building maintenance	7349	9952-9959

SCHEDULE "C"
of By-law Number (1996)-15202

WASTE SURVEY REPORT

SECTION 1 - General Information

(a) Name of person submitting report: _____
(name)

(company name, corporation, owner)

(telephone no.)

(fax no.)

(postal address)

(postal code)

(b) Company officer responsible for effluent control:

(name)

(telephone no.)

(fax no.)

(c) Location of premises:

(name, street address, municipality)

(d) Do you own/lease warehouse/manufacturing space elsewhere in the municipality?

YES _____ NO _____

If yes, supply name and address:

(name, street address)

(e) Do you own the facility described in (c)? yes _____ no _____

If no, supply name and address of owner

(name, street address, municipality)

**THE INFORMATION CONTAINED IN THIS REPORT, TO THE BEST OF MY
KNOWLEDGE AND BELIEF, IS TRUE, COMPLETE AND ACCURATE**

(authorized representative)

(title)

(date)

SECTION 2 - Product Service Information

- (a) Canadian or U.S. Standard Industrial Classification Codes (SIC)

_____	_____	_____
_____	_____	_____
_____	_____	_____

These are Canadian SIC U.S. SIC

- (b) Brief description of manufacturing process and/or services activities and products involved.

- (c) Number of employees: plant _____ office: _____

- (d) Number of shifts per day: _____ Number of days per week: _____

- (e) Length of shift(s): _____

- (f) Are major processes: batch continuous both

- (g) Is the production subject to seasonal variation: yes no

If yes, briefly describe seasonal production cycle:

- (h) Is there a specific cleanup period? yes no

If yes, please check the following that apply, and briefly describe:

Daily _____

Weekly _____

Other _____

- (i) Attach a copy of your complete Workplace Hazardous Material Information System (W.H.M.I.S.) chemical inventory. Please indicate the general use of each chemical listed.

SECTION 3 - Waste Characteristics

(a) List all sources of water supply _____

(b) Daily water consumption, (m³) _____

(c) Type of waste discharged: (check all that apply);

<u>TYPE</u>	<u>ORIGIN</u>	<u>ESTIMATED VOLUME*</u>
<input type="checkbox"/> wash water	_____	_____
<input type="checkbox"/> boiler blowdown	_____	_____
<input type="checkbox"/> sanitary	_____	_____
<input type="checkbox"/> non-contact cooling	_____	_____
<input type="checkbox"/> contact cooling	_____	_____
<input type="checkbox"/> process	_____	_____
<input type="checkbox"/> other	_____	_____

* Volume may be expressed as a percentage of average total volume discharged per day.

(d) Waste is discharged to (check all that apply):

<u>WHERE</u>	<u>TYPE DISCHARGED</u>
<input type="checkbox"/> sanitary # 1	_____
<input type="checkbox"/> sanitary # 2	_____
<input type="checkbox"/> storm sewer # 1	_____
<input type="checkbox"/> storm sewer # 2	_____
<input type="checkbox"/> surface water	_____
<input type="checkbox"/> evaporation	_____
<input type="checkbox"/> other - please specify	_____

(attach additional list as necessary)

(e) Please state the characteristics of wastewater generated and discharged to the above according to the parameters set out in City of Guelph By-law (1996)-15202.

SECTION 4 - Physical Lay-out

(a) Layout sketch of property (to scale or approximate) to coordinate buildings, pretreatment works, property boundaries, effluent lines, and sanitary and storm sewer connections including manholes. (Number sewers so that they can be related to Section 3(d) of this report)

(b) Process flow diagram to show equipment used and waste discharge points. (Number sewers so they can be related to Section 4(a) of this report)

NOTE: If more convenient, attach copies of existing drawings/diagrams for Section 4(a) and (b).

SECTION 5 - Handling and Storage

Is there any handling or storage, either indoor or outdoor, of chemicals, raw materials, products or waste products? Please list and provide volume involved and the location of each being handled and stored.

SECTION 6 - Regulation 347 Information

(a) Generator registration number: _____

Complete the following for each registered waste:

(b) Description of waste: _____

(c) Description of generating process: _____

(d) Waste Class: _____

(e) Disposal Site: _____

(f) Waste Hauler: _____

SECTION 7 - Pretreatment

Pretreatment devices or processes used for treating wastes or sludge before discharge to the sanitary sewer system (check as many as are appropriate):

-] Air flotation
-] Centrifuge
-] Chemical precipitation
-] Chlorination
-] Cyclone
-] Filtration
-] Flow equalization
-] Grease or oil separation, type _____
-] Grease trap
-] Grit removal
-] Ion exchange
-] Neutralization, pH correction
-] Ozonation
-] Reverse osmosis
-] Screening
-] Sedimentation
-] Septic Tank
-] Solvent separation
-] Spill protection
-] Sump
-] Biological treatment, type _____
-] Rainwater diversion or storage _____
-] Other chemical treatment, type _____
-] Other physical treatment, type _____
-] Other, type _____
-] No pretreatment provided

SCHEDULE "D"
of By-law Number (1996)-15202

OVERSTRENGTH SURCHARGE COMPLIANCE AGREEMENT

This Agreement numbered _____ made this _____ day of _____, 199 .

BETWEEN:

Hereinafter called "the Company"
of the **FIRST PART**

-and-

THE CORPORATION OF THE CITY OF GUELPH

Hereinafter called "the City"
of the **SECOND PART**

WHEREAS City of Guelph By-law (1996)-15202 prohibits the discharge of industrial sewage containing effluent that is in excess of the limits of the acceptable quantities set by the by-law, but provides that the City may permit the discharge of such non-complying effluent to an extent as set out in and in compliance with an Overstrength Surcharge Compliance Agreement;

AND WHEREAS the Company carries on an industrial activity within the City of Guelph in and about an industrial premises known municipally as _____ Guelph, Ontario ("the industrial premises") which produces sewage discharge in which the quantity of one or more of the suspended solids, biochemical oxygen demand (T.B.O.D.), total phosphorus or solvent extractable matter of animal and vegetable origin (Grease) is above the acceptable quantities set by the said by-law, which results in an increased cost to treat such material at the City's sewage works.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT the parties hereto mutually agree as follows:

INTERPRETATION

1. For the purposes of this Agreement, the terms "industrial", "sanitary sewer", "sewage", "Standard Methods" and "stormwater" shall have the respective meanings as set out in City of Guelph By-law (1996)-15202.

QUANTITY AND QUALITY OF EFFLUENT DISCHARGE

- 2.-(1) Throughout the duration of this Agreement the quantity of sewage discharged by the Company from the industrial premises to the sanitary sewer system will not exceed _____ cubic metres per day and the rate at which such sewage is discharged will not exceed _____ cubic metres per hour.
- (2) For the purposes of this Agreement, stormwater discharged to the sanitary sewer will be included in calculating the quantity of sewage discharged.
- (3) The Company will determine daily the actual quantity of effluent discharged to the sanitary sewer and, in so doing, will utilize monitoring equipment installed, operated and maintained (including calibration) by the Company, as approved by the City.
- (4) The Company will maintain a log book, in a manner approved by the City, in which is itemized the quantity of effluent being discharged to the sanitary sewer.
- 3.-(1) Throughout the duration of this Agreement the quality of the sewage discharged by the Company from the industrial premises to the sanitary sewer system may exceed the limits set out in Subclauses 2.-(1)(d)(viii) to 2.-(1)(d)(xi) inclusive of City of Guelph By-law (1996)-15202 with respect to the quantities of suspended solids, T.B.O.D., Grease and total phosphorus provided that such excesses do not at anytime exceed the following limits:

Limits

suspended solids	_____ milligrams/litre
T.B.O.D.	_____ milligrams/litre
Grease	_____ milligrams/litre
total phosphorus	_____ milligrams/litre

- (2) For the purposes of this Agreement, the quality of sewage will be determined by Standard Methods as defined in City of Guelph By-law (1996)-15202, with a sampling protocol arranged and conducted by the Company at its own expense and approved by the City.
- (3) The Company will maintain a log book, in a manner approved by the City, in which is itemized the quality of effluent being discharged to the sanitary sewer.
- (4) The Company will not discharge any sewage from the industrial premises to the sanitary sewer when such discharge contains any suspended solids, T.B.O.D., Grease or total phosphorus in excess of the limits as set out in Clause 3.-(1) of this Agreement.

COMPLIANCE TIME TABLE

4.-(1) The Company will carry out the "Required Action" as set out in Table 1 of this Agreement and such action will be commenced on the respective dates indicated in such Table and completed on or before the respective dates indicated in such Table.

Table 1 (Compliance Time Table)

REQUIRED ACTION	COMMENCEMENT DATE	SCHEDULED COMPLETION DATE
Select Engineer		
Engineering Investigation of Plant Conditions (Industrial Process Review & Wastewater Characterization)		
Select Treatment Process & Design Criteria (Treatability Studies)		
Detailed Design of Treatment System (Plans & Specifications)		
Preparation of Operations Manual		
Select Contractor for Installation/Construction		
Commence Construction		
(i) Site Preparation (survey, excavation, etc)		
(ii) Foundation Work & Underground Utilities (slabs, sewer, etc)		
(iii) Structural Work (bldgs., etc)		
(iv) Mechanical Work (control panels, etc)		
(v) Electrical Work (control panels, etc)		
(vi) Site Finish Work (fences, clean-up, etc)		
Pre-treatment System Start Up		
Compliance Date		

(2) Where the compliance date varies in respect of two or more parameters set out in Clause 3.-(1) of this Agreement, a separate Compliance Time Table (Table 1) shall be used for each such parameter respectively and such Time Table shall be attached to and shall form part of this Agreement.

(3) The Company will submit to the City an Agreement Progress Report in the form set out in Schedule "E" of City of Guelph By-law (1996)-15202 and such Report will be submitted within 14 days after the scheduled completion date of each activity listed in Table 1 of this Agreement.

TERMINATION OF AGREEMENT

5.-(1) The City may terminate this Agreement:

- (a) at any time upon 30 days written notice, sent by registered mail to the Company at the industrial premises, if the sewage being discharged by the Company is:
 - (i) causing a health or safety hazard to a Wastewater Treatment Plant employee;
 - (ii) causing damage to the sewers, materially increasing sewer maintenance costs or causing a dangerous condition;
 - (iii) causing damage to the Wastewater Treatment Plant process or causing a dangerous condition in the treatment works;
 - (iv) causing the sludge or compost from sewage works to fail to meet the criteria relating to contaminants for utilizing the sludge or compost for beneficial use under Ontario's Guidelines for Sewage Sludge Utilization on Agricultural Lands (as revised October, 1992);
 - (v) causing the sewage works effluent to contravene any requirement of the Ontario Water Resources Act, R.S.O. 1990, Chapter O.40 or any successor thereof, or the Environmental Protection Act, R.S.O. 1990, Chapter E.19 or any successor thereof;
 - (vi) causing a hazard to any person, animal, property or vegetation; or
 - (vii) in any way contrary to City of Guelph By-law (1996)-15202, other than as specifically provided in this Agreement;
- (b) at any time upon written notice setting out a termination date, sent by registered mail to the Company at the industrial premises:
 - (i) where, in the opinion of the City's Director of Works or his or her designate, there is an emergency situation or immediate threat of danger to any person, property, plant or animal life, or water;
 - (ii) if the Company fails for more than two months to pay any fee required by this Agreement or any invoice or statement issued pursuant to this Agreement, but such termination does not relieve the Company from its liability to make such payment; or

SCHEDULE "E"
of By-law Number (1996)-15202

AGREEMENT PROGRESS REPORT

1. Overstrength Surcharge Compliance Agreement No. _____

2. "Required Action" (from Compliance Time Table of Overstrength Surcharge Compliance Agreement)

3. Scheduled completion date for above activity _____

4. "Required Action" completed on schedule? YES NO

5. If not on schedule, indicate anticipated completion date _____

6. State reasons for delay (if applicable) _____

7. What action has been initiated to return project to original schedule? _____

COMPANY _____

ADDRESS _____

DATE SUBMITTED _____

OWNER, OPERATOR OR AUTHORIZED REPRESENTATIVE _____

Note: This report is to be submitted within 14 days after the scheduled completion date of each "required action" listed in the Compliance Time Table, Subsection 3.-(1) of the Overstrength Surcharge Compliance Agreement.

SCHEDULE "F"
of By-law Number (1996)-15202

FEE FORMULA
for Overstrength Surcharge Compliance Agreement

For the purposes of determining the fees to be paid under an Overstrength Surcharge Compliance Agreement, the following formula shall apply:

$$C = \frac{Q \times R}{100}$$

$$R = Rn \frac{(Fss)(SSa - SSn)}{SSn} + \frac{(Fbod)(BODa - BODn)}{BODn} + \frac{(Ftp)(TPa - TPn)}{TPn} + \frac{(Fg)(Ga - Gn)}{Gn}$$

Legend

<i>C</i>	is surcharge cost applied in dollars
<i>Q</i>	is volume of discharge in 1,000 Litres (either meter reading or formula <i>J + K</i>)
<i>J</i>	is volume of City water consumed in 1,000 Litres
<i>K</i>	is volume of water from other sources consumed in 1,000 Litres
<i>R</i>	is excess cost of treatment in cents per 1,000 Litres of wastewater
<i>Rn</i>	is operating cost of the Wastewater Treatment Plant in cents per 1,000 Litres of wastewater based on latest approved budget
<i>Fbod</i>	is cost allocated factor for BOD
<i>BODa</i>	is average BOD in mg/L discharged per billing period
<i>BODn</i>	is by-law limit for BOD, 300 mg/L
<i>Fss</i>	is cost allocated factor for suspended solids
<i>SSa</i>	is average suspended solids in mg/L discharged per billing period
<i>SSn</i>	is by-law limit for suspended solids, 350 mg/L
<i>Ftp</i>	is cost allocated factor for phosphorus
<i>TPa</i>	is average phosphorus in mg/L discharged per billing period
<i>TPn</i>	is by-law limit for phosphorus, 10 mg/L
<i>Fg</i>	is cost allocated factor for Grease
<i>Ga</i>	is average Grease in mg/L discharged per billing period
<i>Gn</i>	is by-law limit for Grease, 100 mg/L

THE CORPORATION OF THE CITY OF GUELPH

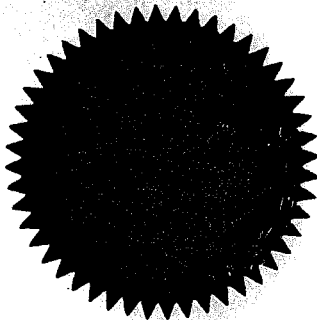
By-law Number (1996)-15294

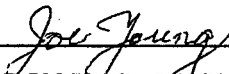
A by-law to amend By-law Number (1996)-15202 (the "Sewer By-law") by replacing Schedules "D" and "F", and to adopt Municipal Code Amendment # 187, which amends the Corporation of the City of Guelph's Municipal Code.

THE CORPORATION OF THE CITY OF GUELPH ENACTS AS FOLLOWS:

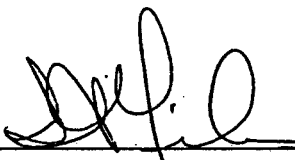
1. Schedules "D" and "F" of By-law Number (1996)-15202 and Schedules "D" and "F" of Chapter 245 of the Corporation of the City of Guelph's Municipal Code are hereby deleted and replaced with the new Schedules "D" and "F" attached hereto as Schedules "A" and "B" respectively.
2. Municipal Code Amendment # 187 is hereby adopted.

PASSED this TWENTY-FIRST day of OCTOBER, 1996.





JOE YOUNG - MAYOR



LOIS A. GILES - CITY CLERK

Schedule "A"
of By-law Number (1996)-15294
being new Schedule "D" to By-law Number (1996)-15202

SCHEDULE "D"

OVERSTRENGTH SURCHARGE COMPLIANCE AGREEMENT

This Agreement numbered _____ made this _____ day of _____, 199 .

BETWEEN:

Hereinafter called "the Company"
of the **FIRST PART**

-and-

THE CORPORATION OF THE CITY OF GUELPH

Hereinafter called "the City"
of the **SECOND PART**

WHEREAS City of Guelph By-law (1996)-15202 prohibits the discharge of industrial sewage containing effluent that is in excess of the limits of the acceptable quantities set by the by-law, but provides that the City may permit the discharge of such non-complying effluent to an extent as set out in and in compliance with an Overstrength Surcharge Compliance Agreement;

AND WHEREAS the Company carries on an industrial activity within the City of Guelph in and about an industrial premises known municipally as _____ Guelph, Ontario ("the industrial premises") which produces sewage discharge in which the quantity of one or more of the suspended solids, biochemical oxygen demand (B.O.D.), total phosphorus or solvent extractable matter of animal and vegetable origin (Grease) is above the acceptable quantities set by the said by-law, which results in an increased cost to treat such material at the City's sewage works.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT the parties hereto mutually agree as follows:

INTERPRETATION

1. For the purposes of this Agreement, the terms "industrial", "sanitary sewer", "sewage", "Standard Methods" and "stormwater" shall have the respective meanings as set out in City of Guelph By-law (1996)-15202.

Schedule "A"
of By-law Number (1996)-15294
being new Schedule "D" to By-law Number (1996)-15202

QUANTITY AND QUALITY OF EFFLUENT DISCHARGE

- 2.-(1) Throughout the duration of this Agreement the quantity of sewage discharged by the Company from the industrial premises to the sanitary sewer system will not exceed _____ cubic metres per day and the rate at which such sewage is discharged will not exceed _____ cubic metres per hour.
- (2) For the purposes of this Agreement, stormwater discharged to the sanitary sewer will be included in calculating the quantity of sewage discharged.
- (3) The Company will determine daily the actual quantity of effluent discharged to the sanitary sewer and, in so doing, will utilize monitoring equipment installed, operated and maintained (including calibration) by the Company, as approved by the City.
- (4) The Company will maintain a log book, in a manner approved by the City, in which is itemized the quantity of effluent being discharged to the sanitary sewer.
- 3.-(1) Throughout the duration of this Agreement the quality of the sewage discharged by the Company from the industrial premises to the sanitary sewer system may exceed the limits set out in Subclauses 2.-(1)(d)(viii) to 2.-(1)(d)(xi) inclusive of City of Guelph By-law (1996)-15202 with respect to the quantities of suspended solids, B.O.D., Grease and total phosphorus provided that such excesses do not at anytime exceed the following limits:

Limits

suspended solids	_____ milligrams/litre
B.O.D.	_____ milligrams/litre
Grease	_____ milligrams/litre
total phosphorus	_____ milligrams/litre

- (2) For the purposes of this Agreement, the quality of sewage will be determined by Standard Methods as defined in City of Guelph By-law (1996)-15202, with a sampling protocol arranged and conducted by the Company at its own expense and approved by the City.
- (3) The Company will maintain a log book, in a manner approved by the City, in which is itemized the quality of effluent being discharged to the sanitary sewer.
- (4) The Company will not discharge any sewage from the industrial premises to the sanitary sewer when such discharge contains any suspended solids, B.O.D., Grease or total phosphorus in excess of the limits as set out in Clause 3.-(1) of this Agreement.

Schedule "A"
of By-law Number (1996)-15294
being new Schedule "D" to By-law Number (1996)-15202

COMPLIANCE TIME TABLE

4.-(1) The Company will carry out the "Required Action" as set out in Table 1 of this Agreement and such action will be commenced on the respective dates indicated in such Table and completed on or before the respective dates indicated in such Table.

Table 1 (Compliance Time Table)

REQUIRED ACTION	COMMENCEMENT DATE	SCHEDULED COMPLETION DATE
Select Engineer		
Engineering Investigation of Plant Conditions (Industrial Process Review & Wastewater Characterization)		
Select Treatment Process & Design Criteria (Treatability Studies)		
Detailed Design of Treatment System (Plans & Specifications)		
Preparation of Operations Manual		
Select Contractor for Installation/Construction		
Commence Construction		
(i) Site Preparation (survey, excavation, etc)		
(ii) Foundation Work & Underground Utilities (slabs, sewer, etc)		
(iii) Structural Work (bldgs., etc)		
(iv) Mechanical Work (control panels, etc)		
(v) Electrical Work (control panels, etc)		
(vi) Site Finish Work (fences, clean-up, etc)		
Pre-treatment System Start Up		
Compliance Date		

- (2) Where the compliance date varies in respect of two or more parameters set out in Clause 3.-(1) of this Agreement, a separate Compliance Time Table (Table 1) shall be used for each such parameter respectively and such Time Table shall be attached to and shall form part of this Agreement.
- (3) The Company will submit to the City an Agreement Progress Report in the form set out in Schedule "E" of City of Guelph By-law (1996)-15202 and such Report will be submitted within 14 days after the scheduled completion date of each activity listed in Table 1 of this Agreement.

Schedule "A"
of By-law Number (1996)-15294
being new Schedule "D" to By-law Number (1996)-15202

TERMINATION OF AGREEMENT

5.-(1) The City may terminate this Agreement:

- (a) at any time upon 30 days written notice, sent by registered mail to the Company at the industrial premises, if the sewage being discharged by the Company is:
 - (i) causing a health or safety hazard to a Wastewater Treatment Plant employee;
 - (ii) causing damage to the sewers, materially increasing sewer maintenance costs or causing a dangerous condition;
 - (iii) causing damage to the Wastewater Treatment Plant process or causing a dangerous condition in the treatment works;
 - (iv) causing the sludge or compost from sewage works to fail to meet the criteria relating to contaminants for utilizing the sludge or compost for beneficial use under Ontario's Guidelines for Sewage Sludge Utilization on Agricultural Lands (as revised October, 1992);
 - (v) causing the sewage works effluent to contravene any requirement of the Ontario Water Resources Act, R.S.O. 1990, Chapter O.40 or any successor thereof, or the Environmental Protection Act, R.S.O. 1990, Chapter E.19 or any successor thereof;
 - (vi) causing a hazard to any person, animal, property or vegetation; or
 - (vii) in any way contrary to City of Guelph By-law (1996)-15202, other than as specifically provided in this Agreement;
- (b) at any time upon written notice setting out a termination date, sent by registered mail to the Company at the industrial premises:
 - (i) where, in the opinion of the City's Director of Works or his or her designate, there is an emergency situation or immediate threat of danger to any person, property, plant or animal life, or water;
 - (ii) if the Company fails for more than two months to pay any fee required by this Agreement or any invoice or statement issued pursuant to this Agreement, but such termination does not relieve the Company from its liability to make such payment; or
 - (iii) if the Company fails to comply with any provision of this Agreement.

Schedule "B"
of By-law Number (1996)-15294
being new Schedule "F" to By-law Number (1996)-15202

SCHEDULE "F"

FEE FORMULA

for Overstrength Surcharge Compliance Agreement

For the purposes of determining the fees to be paid under an Overstrength Surcharge Compliance Agreement, the following formulas shall apply as applicable:

$$C = \frac{Q \times R_{tot}}{100}$$

$$R_{bod} = \frac{R_n(F_{bod})(BOD_a - BOD_n)}{BOD_n}$$

$$R_{ss} = \frac{R_n(F_{ss})(SS_a - SS_n)}{SS_n}$$

$$R_{tp} = \frac{R_n(F_{tp})(TP_a - TP_n)}{TP_n}$$

$$R_g = \frac{R_n(F_g)(G_a - G_n)}{G_n}$$

Legend

C	=	surcharge cost applied in dollars
Q	=	volume of discharge in 1,000 Litres (either from wastewater meter or J + K)
J	=	volume of City water consumed in 1,000 Litres
K	=	volume of water consumed from other sources in 1,000 Litres
R _{tot}	=	total excess cost of treatment in cents per 1,000 Litres of wastewater (sum of R _{bod} , R _{ss} , R _{tp} , R _g as applicable to agreement)
R _{bod}	=	excess cost of treatment in cents per 1,000 Litres of wastewater for BOD
R _{ss}	=	excess cost of treatment in cents per 1,000 Litres of wastewater for suspended solids
R _{tp}	=	excess cost of treatment in cents per 1,000 Litres of wastewater for total phosphorus
R _g	=	excess cost of treatment in cents per 1,000 Litres of wastewater for grease
R _n	=	operating cost of the Wastewater Treatment Plant in cents per 1,000 Litres of wastewater based on latest approved budget
F _{bod}	=	cost allocated factor for BOD
BOD _a	=	average overstrength BOD in mg/L discharged per billing period
BOD _n	=	by-law limit for BOD, 300 mg/L
F _{ss}	=	cost allocated factor for suspended solids
SS _a	=	average overstrength suspended solids in mg/L discharged per billing period
SS _n	=	by-law limit for suspended solids, 350 mg/L
F _{tp}	=	cost allocated factor for total phosphorus
TP _a	=	average overstrength total phosphorus in mg/L discharged per billing period
TP _n	=	by-law limit for total phosphorus, 10 mg/L
F _g	=	cost allocated factor for grease
G _a	=	average overstrength grease in mg/L discharged per billing period
G _n	=	by-law limit for grease, 100 mg/L

Note: Analytical results in compliance with by-law limits are not included during calculation of the average overstrength concentration discharged per billing period.

THE CORPORATION OF THE CITY OF GUELPH

By-law Number (2003) - 17169

A By-law to amend By-law Number (1996)-15202, being a By-law to regulate the discharge of water, wastes and other matter into the sanitary sewers and storm sewers of the City of Guelph, and to adopt Municipal Code Amendment #302, which amends Chapter 245 of the Corporation of the City of Guelph's Municipal Code.

WHEREAS the Nutrient Management Act 2001 ("the Act") received Royal Assent on June 27, 2002 and will come into force upon proclamation;

AND WHEREAS the Act and proposed regulations will impose new regulations on the land application and treatment of materials containing nutrients, including untreated septage;

AND WHEREAS, pursuant to Paragraph 11(1)4 of the Municipal Act, 2001, S.O. 2001, c. 25, ("the Municipal Act") the City of Guelph wishes to regulate the quantity and quality of untreated septage received by it for treatment at its sewage works;

THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF GUELPH ENACTS AS FOLLOWS:

1. By-law Number (1996)-15202 is hereby amended by replacing all references to "Director of Works" with "Director of Environmental Services".
2. Section 1 of By-law Number (1996)-15202 is hereby amended by adding the following new definitions:

"hauled sewage discharge permit" means a permit issued pursuant to Section 5B of this By-law.

"domestic sewage" means liquid or water borne waste of domestic origin, including human body waste, toilet or other bathroom waste, shower, tub, culinary, sink and laundry waste.

"sewage system" means,

- (a) a chemical toilet, an incinerating toilet, a recirculating toilet, a self-contained portable toilet and all forms of privy including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system;
- (b) a greywater system;
- (c) a cesspool;
- (d) waste in a vehicle holding tank; and

(e) a system which requires or uses a holding tank for the retention of hauled sewage at the site where it is produced prior to its collection by a hauled sewage system, where these,

- (i) have a design capacity of 10,000 litres per day or less;
- (ii) have, in total, a design capacity of 10,000 litres per day or less where more than one of these are located on a lot or parcel of land; and
- (iii) are wholly within the boundaries of the lot or parcel of land on which is located the building or buildings they serve.

3. Section 1 of By-law Number (1996)-15202 is hereby further amended by replacing the definitions of "hauled sewage" and "sewage works" respectively with the following new definitions:

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

"sewage works" means any works for the collection, transmission, treatment and disposal of sewage or any part of such works, but does not include plumbing to which the Building Code Act, 1992 applies.

4. Subsection 2(8) of By-law Number (1996)-15202 is hereby amended to read as follows:

2. (8) Subclause 2.-(1)(d)(xviii) does not apply to prevent the discharge of hauled sewage when:

- (a) the carrier of the hauled sewage is a waste transportation system operating under a licence issued under Part V of the Environmental Protection Act.
- (b) the carrier has a valid hauled sewage discharge permit, issued by the City pursuant to Section 5B of this By-law; and
- (c) the discharge occurs in accordance with the terms and conditions of the hauled sewage discharge permit.

5. By-law Number (1996)-15202 is further amended by adding the following new Section 5B:

5B. HAULED SEWAGE DISCHARGE PERMIT

- (1) The Director of Environmental Services or his or her designate is hereby authorized to issue hauled sewage discharge permits,

permitting the discharge of hauled sewage at the Wastewater Treatment Plant or at such other location as may be determined from time to time by the Director of Environmental Services or his or her designate.

- (2) A hauled sewage discharge permit shall be in the form set out in Schedule "I" to this By-law.
- (3) In addition to the conditions set out in Schedule "I", the Director of Environmental Services or his or her designate may impose such other conditions as part of the hauled sewage discharge permit as may be reasonably necessary and appropriate in the circumstances to ensure the safe and proper operation of the sewage works.
- (4) A hauled sewage discharge permit shall remain in effect for a period of one (1) year, unless rendered invalid by suspension or termination pursuant to this Section.
- (5) The applicant may apply for a renewal of a valid hauled sewage discharge permit no later than sixty (60) days prior to the expiration of the permit.
- (6) The Director of Environmental Services or his or her designate is authorized, upon application by the holder of a valid hauled sewage discharge permit, to amend the information contained in the permit; provided, however, that none of the standard terms set out in the permit, as shown in Schedule "I" to this By-law, may be amended except with the approval of Council. Unless otherwise stated, an amendment to a valid permit shall not affect the expiry date of the permit.
- (7) The following administrative fees shall apply with respect to a hauled sewage discharge permit:
 - (a) Every applicant for a hauled sewage discharge permit shall pay to the City a non-refundable administrative fee of one hundred and fifty dollars (\$150.00) plus applicable taxes;
 - (b) Every applicant for renewal of a hauled sewage discharge permit shall pay to the City a non-refundable administrative fee of seventy-five dollars (\$75.00) plus applicable taxes; and

- (c) Every applicant who applies to amend a hauled sewage discharge permit shall pay to the City a non-refundable administrative fee of seventy-five dollars (\$75.00) plus applicable taxes. For purposes of this clause, requests to change information contained in a permit, other than Contact Information, shall be considered as an application to amend the permit.
- (8) No hauled sewage discharge permit shall be issued, renewed or amended without,
- (a) payment of the appropriate fee, as set out in (7), having been received by the City; and
 - (b) the submission of a completed application and supporting documentation.
- (9) (1) The Director of Environmental Services or his or her designate may, in addition to any other remedy available at law, suspend or terminate a hauled sewage discharge permit forthwith, in the following circumstances:
- (a) where in his or her opinion the discharge of hauled sewage is causing a health or safety hazard to a sewage works employee;
 - (b) where in his or her opinion the discharge of hauled sewage is causing damage to or causing a dangerous condition in the sewage works;
 - (c) where in his or her opinion the discharge of hauled sewage is causing the sludge or compost from the sewage works to fail to meet the criteria relating to contaminants for utilizing the sludge or compost for beneficial use under Ontario's Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land March 1996, as amended from time to time, or any successor thereof;
 - (d) where in his or her opinion the discharge of hauled sewage is causing the sewage works effluent to contravene any requirement of the Ontario Water

Resources Act, R.S.O. 1990, Chapter O.40, as amended from time to time, or any successor thereof, or the Environmental Protection Act, R.S.O. 1990, Chapter E.19, as amended from time to time, or any successor thereof, or of any other applicable law, regulation, published rules, guidelines or policies of any governmental entity having jurisdiction over the activities of the sewage works;


- (e) where the permit holder fails to comply with any applicable law or regulation, or any published rules, guidelines or policies of a governmental entity having jurisdiction over its activities;
- (f) where the permit holder fails to maintain any insurance required by the City pursuant to the permit;
- (g) where the permit holder fails to obtain or maintain any license or approval required for the activities carried out by it in relation to hauled sewage; or
- (h) where, in the opinion of the City's Commissioner of Environment & Transportation or his or her designate, there is an emergency situation or immediate threat of danger to any person, property, plant or animal life, or water.

In the event of suspension or termination under this Section, written notification will be sent to the permit holder within forty-eight (48) hours of the suspension or termination, setting out the reasons therefor. However, the suspension or termination shall take effect immediately and shall not require any notice. The written notification referred to herein will be sent to the permit holder by registered mail at the Contact Information set out in the permit.

- (2) The Director of Environmental Services or his or her designate may reinstate a suspended hauled sewage disposal permit where, in his or her opinion, the reason for suspension has been remedied.

- (10) In addition, the Director of Environmental Services or his or her designate may terminate a hauled sewage discharge permit for cause upon written notice setting out a termination date of not less than thirty (30) days from the date of the notice and sent by registered mail to the Contact Information set out in the permit, if hauled sewage being discharged by the permit holder is,
- (a) in any way contrary to City of Guelph By-law (1996)-15202, other than as specifically stated in the permit;
 - (b) if the permit holder fails for more than two months to pay any user or service fee required by the permit or any invoice or statement issued pursuant to By-law Number (1996)-15202 in relation to the matters contained in the permit, but such termination does not relieve the permit holder from its liability to make such payment;
 - (c) if the permit holder fails to comply with any provision of the permit; or
 - (d) if any information provided to the City by the permit holder is at any time found to be untrue or misleading;
- (11) The holder of a hauled sewage discharge permit shall ensure that all terms and conditions of such permit are complied with at all times.
- (12) A valid hauled sewage discharge permit shall not relieve any person from complying with any provision of this By-law except as specifically stated in the permit.
6. By-law Number (1996)-15202 is hereby further amended by adding new Schedule "I", attached hereto as Schedule "A".
7. This By-law is hereby adopted as Municipal Code Amendment #302, amending Chapter 245 of The Corporation of the City of Guelph's Municipal Code.

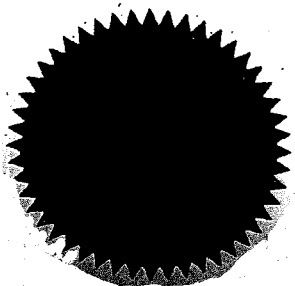
PASSED THIS SECOND DAY OF JUNE, 2003.



KAREN FARBRIDGE - MAYOR



LOIS A. GILES - CITY CLERK



**Schedule "A" to By-law Number (2003)-17169
being Schedule "I" to By-law Number (1996)-15202**

HAULED SEWAGE DISCHARGE PERMIT

Permit Number			
Permit Holder	hereinafter " <i>Company</i> "		
Date of Issue		Date of Expiration	
Date of Amendment:		Date of Renewal:	

CONTACT INFORMATION

Company Name		
Company Mailing Address		
City	Province	Postal Code
Telephone	Facsimile	Email

Name of Company Owner		
Name of Company Contact		
Position / Title		
Company Contact Mailing Address : (if different than above)		
City	Province	Postal Code
Telephone	Facsimile	Email

Name of Company Emergency Contact		
Position / Title		
Telephone	Cellular	Home

DOCUMENTATION

Ministry of the Environment CofA for a Waste Management System (Hauled Sewage)	
Certificate Number	Date of Issue

Ministry of Municipal Affairs and Housing – Building Code License – Sewage Systems		
License Number	Date of Issue	Date of Expiry

VEHICLE INFORMATION

Vehicle # 1	Make	Model	Year
License Plate Number	VIN		Rated Tank Capacity (Litres)

Vehicle # 2	Make	Model	Year
License Plate Number	VIN		Rated Tank Capacity (Litres)

Vehicle # 3	Make	Model	Year
License Plate Number	VIN		Rated Tank Capacity (Litres)

Vehicle # 4	Make	Model	Year
License Plate Number	VIN		Rated Tank Capacity (Litres)

Vehicle # 5	Make	Model	Year
License Plate Number	VIN		Rated Tank Capacity (Litres)

Vehicle # 6	Make	Model	Year
License Plate Number	VIN		Rated Tank Capacity (Litres)

“Company” must possess automobile insurance for the above noted vehicles. Such insurance must be maintained in force for the duration of the hauled sewage discharge permit (including any renewal of such permit), and proof of renewal of such insurance must be provided to the City during such time.

NOTIFICATION OF CHANGE OF INFORMATION

The permit holder shall within fourteen (14) days notify the City in writing of any change of information associated with this permit by way of submitting correct information using the Application for Hauled Sewage Discharge Permit Form. Notification of change of information should be forwarded to;

Environmental Services Department
Wastewater Services Division
City Hall
59 Carden Street
Guelph, ON
N1H 3A1,
Attention: Director of Environmental Services

All changes in information, other than Contact Information, shall be considered as a request to amend a valid permit and shall be subject to a fee as set out in Section 5B of By-law Number (1996)-15202.

TERMS AND CONDITIONS

In accordance with the provisions in clauses 2.-(8)(a) through 2.-(8)(c) and Section 5B of Bylaw (1996)-15202 you are hereby permitted to discharge hauled sewage, as defined in Section 1 of By-law Number (1996)-15202, as may be amended from time to time (hereinafter "hauled sewage") at the City of Guelph Wastewater Treatment Plant (hereinafter "WWTP"), 530 Wellington Street West, Guelph, Ontario (or such other location as may be determined by the Director of Environmental Services), subject to the following terms and conditions:

1. This hauled sewage discharge permit (hereinafter "permit") is valid for a period of one (1) year and expires on *Month Day, Year*.
2. Pursuant to Section 5B of By-law Number (1996)-15202, "*Company*" may apply for approval to renew no later than a minimum of sixty (60) days prior to the expiration of a valid permit.
3. "*Company*" shall only transport to and discharge at the WWTP hauled sewage that is generated from within the municipal boundaries of the City of Guelph, unless expressly authorized in writing by the Director of Environmental Services or his or her designate.
4. "*Company*" shall not transport to or discharge of any material other than hauled sewage which is otherwise compliant in all respects with the provisions of By-law (1996)-15202 except for the parameters set out in clause 2.-(1)(d)(viii), (ix), (x), (xi) and (xii).
5. The discharge of said hauled sewage by "*Company*" shall only occur at the WWTP unless expressly authorized in writing by the Director of Environmental Services or his or her designate.
6. Only the vehicles approved as identified in the Vehicle Information section of this permit are permitted to access and discharge hauled sewage at the WWTP.

TERMS AND CONDITIONS continued

7. *Company* shall ensure that all hauled sewage collected by *Company* for discharge at the WWTP is manifested in the form as provided by the City of Guelph from time to time. The manifest must be completed legibly, accurately and in full for each independent customer load. Completed manifests must be submitted in person to the Administration Office of the WWTP prior to discharge. Manifest forms can be obtained from the Administration Office of the WWTP.
8. As a condition of this permit *Company* understands that City staff may conduct periodic audits which may include sample collection and analysis, volume measurements, review of manifests and confirmation of sources of the material transported to and discharged at the WWTP. *Company* agrees to cooperate with the City in conducting such audits and to provide information as may be required by the City in order to carry out any such audit.
9. Standard Operating Procedures for but not limited to; manifesting, sample collection and identification, record keeping and discharge as may be amended from time to time by the City of Guelph will be provided to *Company*. *Company* must ensure that all of its servants, agents, officers and employees engaged in the transport and discharge of hauled sewage are made aware of and abide by the requirements of the Standard Operating Procedures.
10. All *Company* servants, agents, officers and employees engaged in the transport and discharge of hauled sewage must attend a mandatory orientation and training session conducted by City staff. An orientation and training package as amended from time to time by the City of Guelph will be provided to *Company*.
11. This permit does not relieve *Company* its servants, agents, officers and employees of their legal responsibilities under any municipal, provincial or federal legislation. For greater certainty and without limiting the foregoing, this permit does not relieve *Company* from complying with the provisions of By-law Number (1996)-15202, except as specifically stated herein. *Company* shall ensure that it complies at all times with all applicable laws and regulations, and all published rules, guidelines and policies of all governmental entities having jurisdiction over its activities. Without limiting the foregoing, it shall be the responsibility of *Company* to ensure that it obtains and maintains all licenses and approvals required for the activities carried out by it in relation to hauled sewage, including but not limited to collection, transportation and discharge of such hauled sewage.
12. *Company* shall for the duration of this permit, provide the City with evidence of renewal of all licenses and approvals required by law for the activities carried out by *Company* in relation to hauled sewage.
13. Failure to comply with the terms and conditions of this permit, including without limiting the generality of the foregoing, the procedures for discharge of hauled sewage as set out in the Standard Operating Procedures from time to time, may result in the termination of the permit by the Director of Environmental Services or his or her designate and prosecution under the City of Guelph By-law (1996)-15202, in addition to any other remedies available to the City at law.

TERMS AND CONDITIONS continued

14. The "*Company*" shall indemnify and save harmless The Corporation of the City of Guelph, its servants, agents, officers and employees against any and all liabilities, loss, damages, costs (including legal costs) or claims arising directly or indirectly from the discharge of matter pursuant to this permit, or from any act or omission of the "*Company*", its servants, agents, officers or employees, that relates to the matters contained in this permit.
15. The "*Company*" shall supply proof of comprehensive general liability insurance and environmental liability insurance in an amount of not less than \$1,000,000.00 and shall maintain such insurance in force for the duration of this permit or any renewal hereof. The City of Guelph must also be added as an additional named insured. "*Company*" shall provide proof of renewal of such insurance to the City for the duration of this permit.
16. "*Company*" shall provide the City with a current "Certificate of Clearance" from the Workplace Safety and Insurance Board and the City may, at any time during the term of this permit or any renewal hereof or upon the termination or expiry of this permit, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act, as amended from time to time, or any successor thereof.
17. Without limiting the generality of any other provision of this permit, "*Company*" shall conform to and enforce strict compliance with the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended from time to time, or any successor thereof (hereinafter "OHSA"), including, without restricting the generality of the foregoing, "*Company's*" obligations as an "employer" under section 25 and 26 thereof, and with all regulations made under the OHSA. In connection with the obligation of an "employer" under clause 25(2)(1) of the OHSA as to a written occupational health and safety policy, "*Company*" shall at a minimum comply with the City's Health and Safety Policy. "*Company*" shall not bring onto the WWTP site any hazardous material as defined in the OHSA. During the term of this permit or any renewals hereof, "*Company*" shall, in a timely manner, furnish the City with a copy of all correspondence, reports, compliance orders or charges or the like under the OHSA and regulations that apply to any of the activities conducted under this permit.
18. "*Company*" may terminate this permit at any time upon thirty (30) days written notice sent by registered mail to the Director of Environmental Services, The Corporation of the City of Guelph, 59 Carden Street, Guelph, Ontario, N1H 3A1. In the event that "*Company*" terminates the permit as set out herein, the application or renewal fee, as the case may be, shall be refunded on a pro-rated basis for the unexpired portion of the term of the permit, calculated from the expiry of the thirty (30) day notice period to the expiry date set out on the face of the Permit.
19. In addition to the fees set out in By-law Number (1996)-15202 relating to the issuance, renewal and amendment of the permit, "*Company*" acknowledges that the City may by by-law impose a fee to recover the full cost of treating hauled sewage and agrees to pay any such fee as may be imposed by the City from time to time.

20. In the event that the Director of Environmental Services or his or her designate determines that the hauled sewage of "*Company*" is to be discharged at a location other than the WWTP, "*Company*" shall discharge the hauled sewage at the location as directed by the Director of Environmental Services or his or her designate. All terms and conditions of this permit, other than Section 5 herein, shall continue to apply with respect to discharge at the new location.
21. This permit is issued to "*Company*" and cannot be assigned or transferred to another party or authority.
22. Additional Conditions: (if applicable)

Director of Environmental Services
or his or her designate

Date (Month/Day/Year)

THE CORPORATION OF THE CITY OF GUELPH

By-law Number (2006) – 18036

A By-law to amend By-law Number (1996)-15202, being a By-law to regulate the discharge of water, wastes and other matter into the sanitary sewers and storm sewers of the City of Guelph, and to adopt Municipal Code Amendment # 395, which amends Article I of Chapter 245 of the Corporation of the City of Guelph's Municipal Code.

THE COUNCIL OF THE CORPORATION OF THE CITY OF GUELPH HEREBY ENACTS AS FOLLOWS:

1. All references in By-law Number (1996)-15202 to Director of Works or Director of Environment and Transportation are hereby replaced with Director of Environmental Services.
2. By-law Number (1996)-15202 is hereby amended by adding the following new section 5D:
OVERSTRENGTH SURCHARGE AGREEMENTS
 - 5D. (1) Overstrength Surcharge Agreements may be approved in accordance with clauses (2) to (15), to permit the discharge into the sanitary sewer of sewage which contains matter that is in excess of the limits set out in subclauses 2.-(1)(d)(viii), 2.-(1)(d)(ix), 2.-(1)(d)(x) and 2.-(1)(d)(xi) of this By-law.
 - (2) The owner or operator of any premises may submit to the Director of Environmental Services for approval an application to issue, amend or renew an Overstrength Surcharge Agreement, which application must be in a form satisfactory to the Director.
 - (3) The Director shall not be required to review an application for issuance, amendment or renewal of an Overstrength Surcharge Agreement if the application does not meet the requirements of clause (2) or (4), has been submitted without the appropriate fee, as set out in subclauses 15(a), (b) and (c), or in the case of an application for renewal is not submitted at least one hundred and twenty (120) days prior to the expiry of the Overstrength Surcharge Agreement.
 - (4) The Company shall submit with an application for an Overstrength Surcharge Agreement or for amendment or renewal of an Overstrength Surcharge Agreement, all information as may be required by the Director related to the discharge from the premises.
 - (5) No Overstrength Surcharge Agreement shall be issued, amended or renewed without,
 - (a) payment of the appropriate fee, as set out in subclauses 15(a), (b) and (c), having been received by the City; and
 - (b) the submission of an application and supporting documentation meeting the requirements of clauses (2) and (4).
 - (6) The Director of Environmental Services may require an applicant for a Overstrength Surcharge Agreement or amendment or renewal thereof to provide at its own expense such treatment as may be necessary to change the characteristics of or rate of discharge of the sewage being discharged to the sewage work, to a level acceptable to the Director of Environmental Services before a Overstrength Surcharge Agreement or amendment or renewal is granted.
 - (7) Subject to clause (3), upon receipt of an application in accordance with clauses (2) and (4), the Director of Environmental Services shall review the application and may approve or refuse the request to issue, amend or renew an Overstrength Surcharge Agreement.
 - (8) The Director of Environmental Services is hereby authorized to enter into and renew Overstrength Surcharge Agreements on behalf of the City, which Overstrength Surcharge Agreements shall be in the form attached as Schedule "K" to this By-law.
 - (9) The Director of Environmental Services is further authorized, upon application by the party with whom a Overstrength Surcharge Agreement has been entered into, to execute any amendments to the Overstrength Surcharge Agreement including the term of the Agreement, provided however that none of the standard terms set out in the Overstrength Surcharge Agreement, as set out in Schedule "K" to this By-law, may be amended except with the approval of the Council of the City.
 - (10) In addition to the conditions set out in the Overstrength Surcharge Agreement in Schedule "K" of this By-law, the Director of Environmental Services may impose such other

conditions as part of the Overstrength Surcharge Agreement, or amendment or renewal thereof, as may be reasonably necessary and appropriate in the circumstances to ensure the safe and proper operation of the sewage works.

- (11) The Director of Environmental Services may terminate the Overstrength Surcharge Agreement as set out in the terms of such Agreement.
 - (12) An owner or operator who has entered into a Overstrength Surcharge Agreement with the City shall not be considered to be in violation of the provisions of the By-law which prohibit or regulate the discharge of sewage containing a material specified in the Overstrength Surcharge Agreement, provided that such discharge is within all limits specified in the Overstrength Surcharge Agreement, including those relating to quantity and quality, and occurs during the period in which the Overstrength Surcharge Agreement is in effect.
 - (13) Any discharge that is in violation of a provision of the Overstrength Surcharge Agreement shall be subject to all provisions of the By-law, and the owner or operator shall ensure that no such matter is discharged or deposited into the sewage works, or any part thereof, except in accordance with the provisions of the By-law.
 - (14) An Overstrength Surcharge Agreement shall not relieve any person from complying with any provision of this By-law, except as specifically stated in such Agreement.
 - (15) The following administrative fees shall apply with respect to a Overstrength Surcharge Agreement:
 - (a) Every applicant for an Overstrength Surcharge Agreement shall pay to the City at the time of application a non-refundable administrative fee of one hundred and fifty dollars (\$150.00) plus applicable taxes, or such other amount as may be determined by City Council from time to time.
 - (b) Every applicant for renewal of an Overstrength Surcharge Agreement shall pay to the City at the time of application for renewal, a non-refundable administrative fee of seventy-five dollars (\$75.00) plus applicable taxes, or such other amount as may be determined by City Council from time to time.
 - (c) Every applicant for an amendment to an Overstrength Surcharge Agreement shall pay to the City at the time of such application a non-refundable administrative fee of seventy-five dollars (\$75.00) plus applicable taxes, or such other amount as may be determined by City Council from time to time. For purposes of this clause, a request to change information contained in an Overstrength Surcharge Agreement, other than contact information, shall be considered an application to amend the Overstrength Surcharge Agreement.
 - (d) During the term of the Overstrength Surcharge Agreement the Company will pay to the City ongoing Overstrength Surcharge fees in accordance with the formula set out in Schedule F the By-law as may be amended from time to time at the sole discretion of the City. The frequency for invoicing such fees will be determined by the Director. The Company will pay any monies owed to the City within 30 days of deemed receipt of an invoice or statement, as determined in accordance with the Overstrength Surcharge Agreement.
3. By-law Number (1996)-15202 is hereby amended by adding a new Schedule "K", attached hereto as Schedule "A"
 4. This By-law is hereby adopted as Municipal Code Amendment # 395, amending Article I of Chapter 245 of The Corporation of the City of Guelph's Municipal Code.

PASSED THIS FIFTEENTH DAY OF MAY, 2006.

K.M. QUARRIE – MAYOR

LOIS A. GILES – CITY CLERK

**Schedule “A” to By-law Number (2006)-18036,
being new Schedule “K” to By-law Number (1996)-15202**

SCHEDULE “K”

**Schedule “K”
of By-law Number (1996)-15202**

OVERSTRENGTH SURCHARGE AGREEMENT

This Agreement numbered **XX.XXX.XXX** made this **XXth** day of **XXXX**, 200**X**.

BETWEEN:

COMPANY NAME

Hereinafter called “the Company”
of the **FIRST PART**

-and-

THE CORPORATION OF THE CITY OF GUELPH

Hereinafter called “the City”
of the **SECOND PART**

WHEREAS City of Guelph By-law (1996)-15202, as amended (hereinafter referred to as “the By-law”) prohibits the discharge of sewage to the sanitary sewer containing matter that is in excess of the limits set out in Clauses 2.-(1)(d)(viii), 2.-(1)(d)(ix), 2.-(1)(d)(x) and 2.-(1)(d)(xi) of the By-law (hereinafter referred to as “non-complying sewage”), but provides in Section 5D that the City may permit the discharge of such non-complying sewage to the extent as set out in and in compliance with an Overstrength Surcharge Agreement;

AND WHEREAS the Company carries on an activity within the City of Guelph in and about a premises known municipally as **COMPANY ADDRESS**, Guelph, Ontario (“the premises”) which produces non-complying sewage of one or more of the types referred to in Clauses 2.-(1)(d)(viii), 2.-(1)(d)(ix), 2.-(1)(d)(x) and 2.-(1)(d)(xi) of the By-law, specifically Solvent Extractable Matter of Animal or Vegetable Origin, Biochemical Oxygen Demand, Suspended Solids, and Phosphorus;

AND WHEREAS this discharge, while being treatable by the wastewater treatment process, materially adds to the cost of operation, repair, replacement or maintenance of the City’s sewage works

NOW THEREFORE THIS AGREEMENT WITNESSES THAT the parties hereto mutually agree as follows:

DEFINITIONS

1. For the purposes of this Agreement, the following terms shall have the corresponding meanings;

- (1) **“biochemical oxygen demand”** means carbonaceous oxygen demand (Biochemical) as determined by Standard Methods when an inhibiting chemical has been added to prevent ammonia oxidation;
- (2) **“By-law”** means City of Guelph By-law (1996)-15202, as amended from time to time, or any successor thereof;
- (3) **“CAEAL”** means Canadian Association of Environmental and Analytical Laboratories;
- (4) **“City”** means The Corporation of the City of Guelph;
- (5) **“City Council”** means the Council of The Corporation of the City of Guelph;
- (6) **“Director”** means the City of Guelph’s Director of Environmental Services or his or her designate;
- (7) **“Environmental Protection Act”** means the Environmental Protection Act, R.S.O. 1990, Chap. E.19, as amended from time to time, or any successor thereof;
- (8) **“matter”** includes a solid, liquid or gas;
- (9) **“Nutrient Management Act, 2002”** means the Nutrient Management Act, 2002, S.O. 2002, c.4, as amended from time to time, or any successor thereof;
- (10) **“Ontario Regulation 267/03”** means Ontario Regulation 267/03, as amended from time to time, or any successor thereof, made under the Nutrient Management Act, 2002;
- (11) **“Ontario Water Resources Act”** means the Ontario Water Resources Act, R.S.O. 1990, Chap. O.40, as amended from time to time, or any successor thereof;
- (12) **“phosphorous”** means total phosphorus as determined by Standard Methods;
- (13) **“sanitary sewer”** means a sewer for the collection and transmission of domestic, commercial, institutional and industrial sewage or any combination thereof;
- (14) **“sewage”** means any liquid waste containing animal, vegetable or mineral matter in solution or in suspension, but does not include uncontaminated water by itself;
- (15) **“sewage works”** means any works for the collection, transmission, treatment or disposal of sewage, or any part of such works;
- (16) **“solvent extractable matter of animal or vegetable origin”** means grease and oil as determined by Standard Methods;
- (17) **“solvent extractable matter of mineral or synthetic origin”** means grease and oil as determined by Standard Methods;
- (18) **“Standard Methods”** means a procedure 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 Water Pollution Control Federation, 20th Edition (1998) or any successor thereof, current as of the date of testing, or a procedure published by the Ontario Ministry of Environment as a standard method or the equivalent of a standard method;
- (19) **“stormwater”** means water from rainfall or other natural precipitation or from the melting of snow or ice;
- (20) **“suspended solids”** means solid matter in or on a liquid which matter is removed by filtering and dried as determined by Standard Methods;
- (21) **“term”** means the term of this Agreement, as set out in paragraph 3.-(1), including any renewal(s) of such term;

CONFIDENTIAL INFORMATION

- 2.-(1) All information submitted to and collected by the City in connection with this Agreement is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended from time to time, or any successor thereof, (the Act) and may be released in accordance with the Act or as may be otherwise required by law .

TERM

- 3.-(1) This Agreement is valid from XX to XX, unless terminated earlier or renewed in accordance with the provisions herein. The Company shall comply with all provisions of the By-law immediately as of the date of expiry or termination of this Agreement, unless the Agreement has been renewed as of that date. This Agreement may be renewed prior to its expiration, on the consent of both parties, on such terms and conditions as the parties may agree to, and in accordance with Paragraphs 3.-(3), (4) and (5).
- 3.-(2) The Company may apply for amendment of this Agreement in accordance with Paragraph 3.-(4) and 3.-(5).
- 3.-(3) If the Company seeks to renew this Agreement it shall apply for renewal a minimum of one hundred and twenty (120) days prior to expiry of this Agreement.
- 3.-(4) The Company shall submit at the time of application for renewal or amendment of the Agreement the applicable fee as set out in Paragraphs 7.-(3) to 7.-(4) of this Agreement and all information as may be required by the City as set out in Paragraphs 7.-(3) to 7.-(4) respectively.
- 3.-(5) The Director shall not be required to review an application for renewal or amendment of this Agreement that does not contain all information required by the City pursuant to Paragraph 3.-(4), has been submitted without the appropriate fee, as set out in Paragraphs 7.-(3) and 7.-(4), or in the case of an application for renewal is not submitted at least one hundred and twenty (120) days prior to the expiry of the Agreement. If a complete application, which meets all the requirements of this Agreement for renewal or amendment of the Agreement is submitted in accordance with Paragraphs 3.-(3) and (4), the Director shall review the application and render a decision no later than sixty (60) days prior to the expiry of this Agreement. The decision as to whether to amend or renew the Agreement shall be at the discretion of the Director.
- 3.-(6) Unless specifically stated an amendment shall not affect the expiry date of this Agreement.
- 3.-(7) The Director of Environmental Services may require an applicant for a Overstrength Surcharge Agreement or amendment or renewal thereof to provide at its own expense such treatment as may be necessary to change the characteristics of or rate of discharge of the sewage being discharged to the sewage work, to a level acceptable to the Director of Environmental Services before a Overstrength Surcharge Agreement or amendment or renewal is granted.
- 3.-(8) In addition to the conditions set out in this Agreement the Director of Environmental Services may impose such other conditions as part of the Overstrength Surcharge Agreement, or amendment or renewal thereof, as may be reasonably necessary and appropriate in the circumstances to ensure the safe and proper operation of the sewage works.

QUANTITY AND QUALITY OF SEWAGE DISCHARGE

- 4.-(1) Throughout the term of this Agreement the quantity of all sewage discharged by the Company from the premises to the sewage works shall not exceed **XXX** cubic metres per day and the rate at which such sewage is discharged to the sewage works shall not exceed **XX** cubic metres per hour.
- 4.-(2) For the purposes of this Agreement, stormwater discharged to the sewage works will be included in determining the quantity of sewage discharged.
- 4.-(3) The method for determining the quantity of sewage discharged by the Company to the sewage works shall be as set out in Schedule "A" of this Agreement and may change, as required or approved by the Director, from time to time. In the event of any changes all other provisions of Schedule "A" not specifically changed shall remain in effect. The Company shall comply with the requirements of Schedule "A" or such other requirements as requested or approved by the Director from time to time, at all times.
- 4.-(4) Throughout the term of this Agreement the quality of the sewage discharged by the Company from the premises to the sewage works may exceed the limits set out in Clause(s) **(list specific sub clauses)** of the By-law with respect to the quantities of **(list specific non-compliant sewage parameter(s))**, provided that the sewage discharged at no time contains matter that exceeds the following limits:

Limits

Biochemical Oxygen Demand	XXX milligrams/litre
Suspended Solids	XXX milligrams/litre
Phosphorous	XXX milligrams/litre
Solvent Extractable Matter of Animal or Vegetable Origin	XXX milligrams/litre

- 4.-(5) For the purposes of this Agreement, the quality of sewage will be determined by Standard Methods with a sampling and analytical protocol as set out in Schedule "B" hereto. If the Company fails to provide analytical results within three weeks of the sampling date specified in Schedule "B" (Sampling and Analytical Protocol) the parties agree that City or its agents may take samples and the results of those samples will be used for the purposes of calculating the overstrength surcharge under this Agreement and for determining compliance with this Agreement and the By-law. The cost of any such sampling and analysis conducted by or on behalf of the City will be borne by the Company. All samples taken by the Company or its agents may be used to determine compliance with this Agreement or the By-law.

- 4.-(6) For the purposes of obtaining a representative sample under Paragraph 4.-(5) and notwithstanding the provisions of Section 8.-(1) through to Section 8.-(4) of the By-law to require the Company to install a maintenance access hole, where there is no maintenance access hole meeting the requirements of Section 8.-(1) through to Section 8.-(4) of the By-law, the Director may, by written notice to the Company, install and/or make use of one or more alternate devices or facilities for the purposes of sampling a discharge or discharges to the sewage works. The cost of any such material and installation shall be at the expense of the Company.
- 4.-(7) The provisions of 4.-(6) do not relieve the company from compliance with the By-law.
- 4.-(8) In addition to any provisions of this Agreement, a person appointed by Council for the purpose of ensuring compliance with, carrying out tests under, and enforcing the provisions of the By-law and any person under his or her direction may, upon production of his or her identification, enter onto the premises to carry out work including the taking of samples pursuant to this Agreement, carry out his or her duties under the By-law, including enforcement thereof and to determine compliance with this Agreement.
- 4.-(9) The Company shall not hold the City responsible for any damages incurred as a result of carrying out work under this Agreement in relation to the premises including the taking of samples and the City will not be required to return the land to its previous condition.
- 4.-(10) The Company will not discharge any sewage from the premises to the City's sewage works when such discharge contains any matter in excess of the limits as set out in Paragraph 4.-(4) of this Agreement or is contrary to the provisions of the By-law in any way other than as permitted by this Agreement.
- 4.-(11) Any sewage which exceeds any of one or more the limits set out in Paragraph 4.-(1) or 4.-(4) shall be subject to all provisions of the By-law, and the Company shall ensure that no such matter is discharged or deposited into the sewage works, or any part thereof, except in accordance with the provisions of the By-law.
- 4.-(12) The Company will notify the City of any sampling results occurring during the term of this Agreement that exceed the limits set out in Paragraph 4.-(4) of this Agreement within twenty four (24) hours of receipt of the sampling results. Any other non-compliance with this Agreement occurring within the term of this Agreement shall be reported to the City within five (5) business days of such non-compliance.

INSURANCE AND INDEMNITY

- 5.-(1) The Company shall obtain and maintain general liability insurance coverage to a minimum of two million dollars (\$2,000,000.00) per occurrence, with a clause naming the City as an additional insured and a cross-liability clause. The Company shall provide a certified copy of such insurance and any renewal of such insurance to the City of Guelph for the duration of this Agreement.
- 5.-(2) The Company shall obtain and maintain environmental liability insurance coverage to a minimum of two million dollars (\$2,000,000.00) per occurrence, with a clause naming the City as an additional insured and a cross-liability clause. The Company shall provide a certified copy of such insurance and any renewal of such insurance to the City of Guelph for the duration of this Agreement.
- 5.-(3) In addition to any other provisions of this Agreement, the parties agree that the City shall in no event be responsible for any loss, damages costs (including legal costs or fines) or claims arising directly or indirectly from the discharge of matter pursuant to this Agreement, or from any act or omission of the Company, its servants, agents, officers or employees, that relates to the matters contained in this Agreement, including but not limited to any non-compliance with this Agreement.
- 5.-(4) The Company shall indemnify and save harmless the City of Guelph, its servants, agents, officers and employees against any and all liabilities, losses, damages, costs (including legal costs or fines) or claims arising directly or indirectly from the discharge of matter pursuant to this Agreement, or from any act or omission of the Company, its servants, agents, officers or employees, that relates to the matters contained in this Agreement, including but not limited to any non-compliance with this Agreement.

TERMINATION OF AGREEMENT

- 6.-(1) Notwithstanding Paragraphs 4.-(1) and 4.-(4) the Director may, in addition to any other remedy available at law, at his or her sole discretion, suspend or terminate this Agreement forthwith on verbal notice to an employee or agent of the Company on the premises in the following circumstances:
- (a) where in his or her opinion the discharge of sewage is causing or may cause a health or safety hazard to an employee of the City's sewage works;
- (b) where in his or her opinion the discharge of sewage is causing or may cause damage to the sewage works;
- (c) where in his or her opinion the discharge is causing or may cause a dangerous condition in the sewage works

- (d) where in his or her opinion the discharge of sewage is causing or may cause the biosolids or compost from the City's sewage works to fail to meet the criteria relating to contaminants for utilizing the biosolids or compost for beneficial use under the Nutrient Management Act, 2002, Ontario Regulation 267/03 or of any other applicable statute, regulation, By-law, governmental guideline or approval, in effect from time to time;
- (e) where in his or her opinion the discharge of sewage is causing or may cause the effluent from the City's sewage works to contravene any requirement of the Ontario Water Resources Act, or the Environmental Protection Act, or of any other applicable statute, regulation, By-law, governmental guideline or approval in effect from time to time;
- (f) where, in his or her opinion, there is an emergency situation or immediate threat of danger to any person, property, plant or animal life, or water or;
- (g) where the Company fails to maintain any insurance required by the City pursuant to this Agreement;

Where it is determined by the City to be practicable prior written notice of such suspension or termination will be given to the Company at the contact information listed in Paragraph 8 of this Agreement. The suspension or termination will take effect immediately regardless of whether or not written notice has been given. If prior written notification is not practicable as determined by the City it will be given as soon as possible after the verbal notification.

- 6.-(2) In addition, the Director may, at his or her sole discretion, terminate or suspend an Agreement upon written notice setting out a termination date of not less than thirty (30) days from the date of deemed receipt of the notice and sent to the Company if
 - (a) the sewage being discharged from the premises is in any way contrary to the By-law, other than as specifically provided for in this Agreement;
 - (b) the Company fails for more than 60 days after due to pay any fee required by this Agreement or any invoice or statement issued pursuant to this Agreement, but such termination does not relieve the Company from its liability to make such payment;
 - (c) the Company fails to comply with any provision of this Agreement; or
 - (d) any information provided to the City by the Company including information on or with the application for this Agreement is at any time found to be untrue or misleading.
- 6.-(3) In the event of termination or suspension of this Agreement under the provisions of this Agreement the City shall not be responsible for any losses incurred by the Company as a result of the termination or suspension.
- 6.-(4) The Director may reinstate a suspended Agreement, when in his or her opinion, the reason for suspension has been remedied. No fee will be charged for the reinstatement. Written notification will be given by the City to the Company of the reinstatement.
- 6.-(5) A suspension of this Agreement shall not effect the expiry date of this Agreement.
- 6.-(6) The Company may terminate this Agreement at any time upon 30 days written notice to the Director at the contact information set out in Paragraph 8 of this Agreement.
- 6.-(7) In the event that this Agreement is terminated or suspended, in accordance with the provisions herein, the Company shall forthwith comply with all provisions of the By-law.

FEES TO BE PAID

- 7.-(1) During the term of this Agreement the Company will pay to the City ongoing Overstrength Surcharge fees in accordance with the formula set out in Schedule F of the By-law as may be amended from time to time at the sole discretion of the City. The frequency for invoicing such fees will be determined by the Director. The Company will pay any monies owed to the City within 30 days of deemed receipt of an invoice or statement.
- 7.-(2) The Company will pay interest to the City on any monies owed to the City under any provision of this Agreement at the rate of one and one-quarter percent (1.25%) per month (15% per annum) .
- 7.-(3) For renewal of an existing Agreement, the Company will pay to the City at the time of application for renewal, a non-refundable administrative fee of seventy-five dollars (\$75.00) plus applicable taxes, or such other amount as may be determined by City Council from time to time.
- 7.-(4) For amendment of an existing Agreement the Company will pay to the City at the time of application for amendment, a non-refundable administrative fee of seventy-five dollars (\$75.00) plus applicable taxes, or such other amount as may be determined by City Council from time to time. For purposes of this clause, requests to

change information contained the Agreement, other than contact information, shall be considered an application to amend the Agreement.

- 7.-(5) Nothing in this Agreement grants the Company the authority to contravene any other existing Federal, Provincial or Municipal legislation, including the requirement to obtain and comply with any approvals. Without limiting the generality of the foregoing, the Company hereby declares that it has obtained or will obtain, and will throughout the term of this Agreement maintain, all necessary approvals from any Federal, Provincial or Municipal government or agency, in relation to the premises and any activities carried out on the premises. The Company shall provide to the City, within five (5) business days of a request, a copy of all necessary approvals issued to the Company, and shall notify the City immediately if any such approval expires or is terminated for any reason, or if the Company is cited by the regulating authority as being out of compliance with such approval.

NOTICE

- 8.-(1) Any notice sent under this Agreement shall be sent,

in the case of the Company to: Address: **XXXX**
Facsimile number: **XXXX**
Telephone number: **XXXX**
Company Representative: **XXXX**

and in the case of the City to: The Corporation of the City of Guelph
59 Carden Street
Guelph, Ontario
N1H 3A1
Attention: Director of Environmental Services
Telephone number: (519) 837-5604
Facsimile number: (519) 837-5635

Each party shall be responsible to provide to the other party in writing any change in address, or in telephone or facsimile number, the proof of which lies upon the party alleging the change.

- 8.-(2) Except as otherwise provided for a notice sent under this Agreement shall be in writing sent by personal delivery, fax, courier or registered mail. Any notice given by personal delivery shall be deemed to be received on the day and time on which it is delivered. Any notice given by courier shall be deemed to be received on the next business day after it was postmarked. Any notice given by registered mail shall be deemed to be received five (5) business days after it was postmarked. Any notice given by fax shall be deemed received the next business day if confirmation of transmission is obtained.

NON-ASSIGNMENT

- 9.-(1) This Agreement shall not be sold, traded, transferred or assigned by the Company except with the prior written consent of the Director, which may be withheld for any reason.

AMENDMENT AND WAIVER

- 10.-(1) No amendment to this Agreement shall be deemed valid unless affected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing and signed by party for whom they are a benefit.
- 10.-(2) Paragraphs 2.-(1), 3.-(1), 4.-(9), 4.-(12), 5.-(3), 5.-(4), 6.-(3),6.-(7),7.(1) and 7.-(2), 11.-(1), A(4), A(8) and A(9) shall survive the termination or expiration of this Agreement.
- 10.-(3) In the event this Agreement is suspended, all clauses except 4.-(1), 4.-(4) and 7.-(1) shall remain in force and in effect throughout the suspension
- 10.-(4) The Company shall ensure that all terms and conditions of this Agreement applicable to it are complied with at all times.

LAWS

- 11.-(1) This Agreement shall be subject to, and interpreted in accordance with, the laws of the Province of Ontario and of the Government of Canada.

Schedule A
“Reporting Requirements”

GENERAL REPORTING REQUIREMENTS

- A.-(1) The Company will maintain a logbook, in a manner approved by the Director, in which is itemized the quantity of sewage being discharged to the sewage works. The Company will determine daily the actual quantity of sewage discharged to the sewage works and, in so doing, will utilize monitoring equipment installed, operated, maintained and calibrated at regular intervals not exceeding one (1) year to ensure accuracy to within plus or minus 5% of actual rate of flow within the range of 10% to 100% of the full scale reading of the measuring device. In the absence of any such measuring device, the Company and the City will agree to use the City’s records of water purchased taking into account water not discharged to sewer if the Company is able to provide records for production. The Company will report the quantity of sewage discharged to the City on a monthly basis, by the fifth business day of the following month. If the Company does not provide this information by the fifth business day, the City water records will be determinate of the quantity of the sewage discharged to the sewage works for the said period.
- A.-(2) The Company will maintain a logbook, in a manner approved by the Director, in which is itemized the quality of sewage being discharged to the sewage works in accordance with the requirements of Schedule B “Sampling and Analytical Protocol”. The Company will report these findings to the City on a _____ basis by the fifth business day after the end of the said reporting period.
- A.-(3) The Company will provide the log books required in paragraphs A.-(1) and A.-(2) to the Director upon request.
- A.-(4) In the event of the termination or expiry of this Agreement, the Company shall report the quality and quantity of the sewage as set out in A(1) and A(2) for the last required sampling date occurring during the term of the Agreement no later than five business days following the date of the termination or expiry.

SPECIFIC REPORTING REQUIREMENTS

If the company has a waste water pre-treatment system:

- A.-(5) The Company shall, within six months of issuance of a written request prepare a new or update the current operations manual for the Company’s wastewater pre-treatment system and keep it up to date. The Company shall make the manual available for inspection by City personnel and furnish a copy to the City as required.
- A.-(6) A complete set of the as built drawings, incorporating any amendments made from time to time shall be kept by the Company as long as the Company’s wastewater pre-treatment system is kept in operation. Upon request by the City a copy of these drawings shall be made available for inspection by City personnel to the City within five (5) business days.
- A.-(7) Any amendments, alterations, extensions or replacement of the Company’s wastewater pre-treatment system equipment excluding routine maintenance shall be reported to the Director prior to the start of construction for information purposes only. The Company is responsible to obtain any approvals associated with amendments or alterations. No approval is implied or given by the Director. It is the responsibility of the Company to maintain the discharge in a manner compliant with the By-law and this Agreement at all times during any amendment or alterations.
- A.-(8) A report of the analytical results required to be completed in accordance with Schedule B hereto and generated throughout the term of this Agreement will be forwarded to the Director in both electronic and paper forms in a format to be agreed upon by the Company and the City. For reporting purposes, an electronic report will be forwarded on a monthly basis and the paper form on a quarterly basis. The official signed and certified copies of all the analytical results received from the CAEAL accredited laboratory will be kept on file by the Company for a period of not less than five (5) years and will be made available upon written request to the City within seven (7) business days. This clause will survive the expiry or termination of the Agreement with respect to all testing that was required to be performed during the term of the Agreement.
- A.-(9) The Company shall prepare and submit to the Director an annual performance report for the Company’s wastewater pre-treatment system. Each annual report shall be submitted within ninety (90) calendar days following the completion of the calendar year being reported upon or within 90 days following the termination or expiry of this Agreement as may be applicable. The reports shall contain the following information in a format acceptable to the Director.
- i) a summary of all monitoring data including an overview of the success and adequacy of the Company’s wastewater treatment system;
 - ii) a comprehensive interpretation of all monitoring and analytical data obtained during the reporting period, and a comparison to the sewage quality and quantity conditions outlined in this Agreement;

- iii) a summary of any sewage quality assurance or control measures undertaken during the reporting period;
- iv) a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming a part of the Company's wastewater pretreatment system during the reporting period;
- v) an account of any environmental and operating problems encountered at the site of the Company's wastewater pretreatment system the causes for the problems and the mitigative measures taken during the reporting period;
- vi) a summary of the calibration and maintenance procedures conducted on all monitoring equipment; and
- vii) a copy of all instructions, orders, tickets or fines issued against the Company by any governmental agencies including the Ministry of the Environment and Ministry of Labour, associated with any operation or maintenance activities of the Company's wastewater treatment system during the reporting period.

This clause will survive the termination of the Agreement.

Schedule B
“SAMPLING AND ANALYTICAL PROTOCOL”

STAFF ORGANIZATION AND RESPONSIBILITIES

The Company will be responsible to collect and report to the Director the results of the Sampling and Analytical Protocol.

SAMPLING LOCATION

All samples relating to the Agreement from the premises will be collected from the LOCATION OF SAMPLING ACCESS POINT.

SAMPLING PARAMETERS

The Company shall obtain for each sampling event analysis of the sample for the following By-law parameters:

SAMPLER OPERATION

Option A or B to be selected at the sole discretion of the Director.

OPTION A (Sampling conducted in-house by the Company)

Sampling will be conducted using an automated programmable sampling device purchased and maintained at the expense of the Company

OPTION B (Sampling conducted by an outside laboratory or consultant)

An outside agency/agent will conduct all sampling activities related to the Agreement. The agent will be employed by the Company at the Company's expense and the Company will ensure that the outside agency/agent will comply with the Sampling and Analytical Protocol in whole.

SAMPLER SETUP

Option A or B to be selected at the sole discretion of the Director

OPTION A - TIME PACED SAMPLING

An automatic sampler will be utilized for sample collection. The sampler will be programmed to operate in a time paced collection mode. Sample aliquots will be collected discretely over a twenty-four (24) hour period into one (1) ten (10) litre bottle. Sample aliquots will be taken at 15-minute intervals with the volume of each aliquot being 100 ml. After completion of the twenty-four (24) hour sampling period, representative samples will be withdrawn and transferred into appropriate laboratory containers.

To ensure that representative samples are drawn from the twenty-four (24) hour composite sample, continuous mixing of the composite sample by manual swirling or the use of another appropriate method will accompany the transfer of samples into the appropriate laboratory containers. As a minimum, sampling will be conducted _____ per _____ for a period of no less than _____ concurrent production days.

OPTION B - FLOW PACED SAMPLING

The sampler will be programmed to operate on a twenty-four (24) hour flow paced collection basis. A 4 to 20 ma flow signal will be provided from the wastewater flow meter. Samples will be collected over a twenty-four (24) hour period into an individual ten (10) litre sample bottle. Each twenty-four (24) hour composite sample will be comprised of a minimum of one sample aliquot each 30 minutes with the volume of each aliquot being 100 ml. Sampling will be conducted at a minimum of one sample aliquot each 15 minutes during full production with the volume of each aliquot being 100 ml. After completion of the twenty-four (24) hour sampling period, representative samples will be withdrawn and transferred into appropriate laboratory containers.

To ensure that representative samples are drawn from the twenty-four (24) hour composite sample, continuous mixing of the composite sample by manual swirling or the use of another appropriate method will accompany the transfer of

samples into the appropriate laboratory containers. As a minimum, sampling will be conducted _____ per _____ for a period of no less than _____ concurrent production days.

SAMPLER AND SAMPLING APPARATUS CLEANING PROCEDURES

The sampler and all sampling apparatus will be thoroughly cleaned between all sampling events to eliminate the potential for contamination of samples and/or cross contamination of sample periods. The sample collection bottles will be washed with an acid wash, triple rinsed with hot water, then rinsed with distilled water and air-dried. The sampling pump and suction line tubing will be cleaned and replaced when required.

PRESERVATION OF SAMPLES

Samples will be processed within the specified time periods according to Standard Methods, and stored at 4°C. Prior to the laboratory bottles being used, the accredited laboratory will conduct any preservation required for the analysis.

SAMPLE ANALYSIS

A laboratory accredited under the CAEAL for the parameters required by this Agreement will be selected by the Company to conduct all analytical work associated with this Sampling and Analytical Protocol. The company will inform the City of its selected lab and provide supporting documentation of accreditation satisfactory to the Director. Standard Methods will be followed for analysis of all samples. The Company reserves the right to choose and/or change accredited laboratories if necessary provided the company provides supporting documentation satisfactory to the Director of accreditation. The City will be notified of any change in laboratory selection.

