



Greater Napanee

GREATER FOR MANY REASONS

Sewer-Use By-law

**THE CORPORATION OF THE TOWN OF GREATER NAPANEE BY-LAW 2012-39
A BY-LAW TO CONTROL DISCHARGES TO THE MUNICIPAL SEWAGE WORKS**

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Recitals

- The *Municipal Act, 2001, Chapter 25*, as amended, repealed or replaced from time to time, gives a municipality jurisdiction to provide sewage services and to pass by-laws prohibiting or regulating the discharge of any *matter* into a *municipal sewer system* and otherwise governing *sewer services* provided by the *municipality*.
- The *municipality* provides storm and sanitary *sewer services* that must be operated in compliance with federal and provincial regulations concerning, among other things, effluent quality, biosolids and air emissions.
- The *municipal sewer systems* discharge effluent into environmentally sensitive receiving waters.
- Council therefore considers it advisable to regulate discharges of *matter* into the *municipal sewer systems* and otherwise to govern the *sewer services* provided by the *municipality*.

Accordingly, the Council of the Corporation of the Municipality of Greater Napanee enacts this By-law 2012-39.

Introduction

This By-law outlines controls for the discharge of pollutants to the *municipal sewer systems*. The objectives of the by-law are to:

- Protect the sewer collection system from corrosion, other damage and obstruction.
- Protect the wastewater treatment process from upset.
- Protect the public, municipal workers and property from hazardous conditions (such as explosions).
- Assist optimum wastewater system efficiency by preventing uncontaminated water from entering the system.
- Protect wastewater biosolids quality.
- Protect the environment from contaminants that are not removed by the public treatment system.

- Assist the *municipality* in maintaining internal performance goals and compliance with the operation conditions established by the Province of Ontario and the Government of Canada.

Interpretation

1. This by-law applies to all discharges into sewage works through the municipality, except as otherwise provided.
2. The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.
3. References to laws and regulations in this by-law refer to Ontario statutes and regulations.
4. If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law will be considered to be severed from the balance of the by-law, which will continue to operate in full force and effect.

Definitions

In this by-law:

“*acute hazardous waste chemicals*” means acute hazardous waste chemicals within the meaning of Ontario Regulation 347, made under the EPA;

“*biochemical oxygen demand*” means carbonaceous oxygen demand (biochemical) as determined by *Standard Methods* when an inhibiting chemical has been added to prevent the oxidation of reduced forms of nitrogen;

“*biomedical waste*” means biomedical waste as defined by the Ontario Ministry of the Environment Guideline C-4 entitled, *The Management of Biomedical Waste in Ontario*, dated April 1994, as amended, repealed or replaced from time to time;

“*biosolids*” means organic solid matter recovered from the wastewater treatment process;

“*blowdown water*” means recirculated water that is discharged from a cooling or heating water system to control the level of water or any other *matter* in the system;

“*building inspector*” means a building inspector appointed under the *Building Code Act, 1992*, as amended, repealed or replaced from time to time;

“combined sewer” means a sewer intended to function simultaneously as a *storm sewer* and a *sanitary sewer*;

“combustible liquid” means a liquid that has a flash point not less than 37.8 degrees Celsius, and not greater than 93.3 degrees Celsius;

“Complete Version of Discharger Information Report” means the report included as Schedule C to this by-law;

“Compliance Program” means a program that conforms with paragraphs 24 through 29 of this by-law;

“composite sample” means a sample which is composed of three or more *grab samples* taken at intervals during the sampling period;

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

“cooling water” means water that is used to remove heat that has not, by design, come into contact with process materials, but does not include *blowdown water*;

“municipal technical standards” means design criteria established by the Town of Greater Napanee, as amended, repealed or replaced from time to time;

“Director” means the Director of Utilities and his or her delegate(s) or, in the event of organizational changes, another person designated by Council as head of the Utilities Department;

“discharger” means any *person* who causes or permits *matter* to enter the *sewage works*, directly or indirectly;

“double municipal sewer connection” means a *municipal sewer connection* servicing two or more *premises*;

“EPA” or *“Environmental Protection Act”* means the *Environmental Protection Act*, R.S.O. 1990, c. E19, as amended, repealed or replaced from time to time;

“Extra-Strength Sewage Surcharge Agreement” means an agreement between the *municipality* and a person entered into in accordance with the provisions of Section 6 of this By-law;

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

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

“groundwater” means water beneath the earth’s surface;

“hailed sewage” means waste removed from a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, a sewage holding tank or any hauled sewage defined under Ontario Regulation 347, made under the *EPA*, or any other sewage system of a type regulated under Part 8 of the building code made under the *Building Code Act*, that is transported by vehicle for disposal to a *sewage works*;

“hailed waste” means waste (ie. industrial waste) transported by vehicle for disposal to a *sewage works*, excluding *hailed sewage*;

“hazardous industrial waste” means hazardous industrial waste within the meaning of Ontario Regulation 347, made under the *EPA*;

“hazardous waste chemicals” means hazardous waste chemicals within the meaning of Ontario Regulation 347, made under the *EPA*;

“ICI” means or pertains to industry, manufacturing, commerce, trade, business, or institutions as distinguished from domestic or residential;

“ignitable waste” means ignitable waste within the meaning of Ontario Regulation 347, made under the *EPA*;

“land drainage works” means works governed by the *Drainage Act*, R.S.O. 1990, c. D.17, as amended, repealed or replaced from time to time;

“maintenance access hole” means an entry location to a *sewer*, large enough for a human adult to enter to observe, sample and measure the *matter* therein;

“matter” includes any solid, liquid or gas;

“municipality”, means The Corporation of the Town of Greater Napanee;

“municipal sewer connection” means that part of a *sewer connection* located within public lands or public land interests held for sewer purposes;

“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;

“pathological waste” means pathological waste within the meaning of Ontario Regulation 347, made under the *EPA*;

“Officer” means a person appointed by Council as a Municipal By-law Enforcement Officer for the purposes of this by-law;

“Ontario Water Resources Act” means the *Ontario Water Resources Act*, R.S.O. 1990, c. O. 40, as amended, repealed or replaced from time to time;

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

“person” means an individual, association, partnership, corporation, municipality or an agent or employee of such a *person*;

“pesticide” means a pesticide regulated under the *Pesticides Act*, R.S.O. 1990, c.P.11, as amended, repealed or replaced from time to time;

“potable water” means drinking water suitable for human consumption;

“premises” means a building with its grounds and appurtenances;

“private sewer connection” means any part of a *sewer connection* other than a *municipal sewer connection*;

“reactive waste” means reactive waste within the meaning of Ontario Regulation 347, made under the *EPA*;

“sanitary sewer” means a *sewage works* for the collection and transmission of *sewage* from the *premises* where the *sewage* was generated;

“severely toxic waste” means severely toxic waste within the meaning of Ontario Regulation 347, made under the *EPA*;

“sewage” means any liquid waste containing animal, vegetable, mineral or chemical matter in solution or in suspension, but does not include *storm water* or uncontaminated water;

“sewage works” means any works for the collection, transmission, treatment and disposal of *sewage*, *storm water* or uncontaminated water including *sanitary sewer* or *storm sewer*, or any part of such works, but does not include plumbing or other works to which the *Building Code Act*, applies;

“Sewage Discharge Agreement” means an agreement between the *municipality* and a *person* entered into in accordance with the provisions of Section 6 of this by-law;

“*sewer*” means a pipe, drain, channel, ditch or other conduit designed or used to collect or transmit *sewage, storm water, potable water* and/or any combination thereof that is predominantly liquid;

“*sewer connection*” means a *sewer* draining from one or more *premises* into the *sewage works*;

“*Short Version of Discharger Information Report*” means the Report included as Schedule B to this by-law;

“*spill*” means a direct or indirect discharge into the *sewage works* or the natural environment which is abnormal in quantity or quality in light of all the circumstances;

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

“*storm sewer*” means a *municipal sewer* designated by the *municipality* to collect and transmit only *potable water* and/or *storm water*;

“*storm water*” means water from rainfall or other natural precipitation or from the melting of snow or ice;

“*total suspended solids*” means insoluble *matter* in liquid that is removable by filtration, as determined by the appropriate procedure described in *Standard Methods*;

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

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

“*Water Discharge Agreement*” means an agreement between the *municipality* and a *person* entered into in accordance with the provisions of Section 6 of this by-law;

1. Sanitary Sewer Requirements

1. No *person* shall cause or permit the discharge of *matter* into a *sanitary sewer* that results in:
 - a. a health and/or safety hazard to any authorized *person* who inspects, operates, maintains, repairs or otherwise works on the *sewage works*;
 - b. a hazard to any *person*, animal, property or vegetation;
 - c. an offence under the *Ontario Water Resources Act* or the *EPA*, or any regulation made thereunder from time to time;
 - d. *biosolids* from the *sewage works* that when discharged, fail to meet objectives and guidelines set out by the Ministry of the Environment, becoming unsuitable for application to agricultural land;
 - e. interference with the operation or maintenance of the *sewage works*, including impairment of or interference with any treatment process;
 - f. an offensive odour to emanate from the *sewage works*, and without limiting the generality of the foregoing, *sewage* containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amine or ammonia in such quantity as may cause an offensive odour;
 - g. damage to the *sewage works*;
 - h. an obstruction or restriction to the flow in the *sewage works*;
2. No *person* shall cause or permit the discharge of *matter* into a *sanitary sewer* where the *matter* contains:
 - a. *acute hazardous waste chemicals*;
 - b. *biomedical waste*, except where:
 - i. the *biomedical waste* has been discharged in accordance with the Ontario Ministry of the Environment Guideline C-4 entitled The Management of Biomedical Waste in Ontario, dated April 1994, as amended;
 - ii. any human blood and body fluids known to contain viruses and agents listed under Risk Group 4 as defined in, Laboratory Biosafety Guidelines, published by Health and Welfare Canada, dated 1996, as amended, are decontaminated prior to discharge;
 - c. *combustible liquids*;

- d. dyes or colouring materials which may or could pass through a *sewage works* and discolour the municipal sewage treatment plant effluent;
 - e. *fuel*;
 - f. *hazardous industrial waste*;
 - g. *hazardous waste chemicals*;
 - h. *ignitable waste*;
 - i. *pathological waste*;
 - j. *PCBs*, except where:
 - i. the *person* has a certificate of approval for a mobile site or PCB mobile waste disposal system issued under the *EPA*, or where the *person* is claiming an exemption under a regulation, the *person* has demonstrated to the *municipality* that the conditions of the exemption are met;
 - ii. a copy of the most recent certificate of approval or provisional certificate and any amendment is provided to the *municipality*;
 - iii. the person has written approval from the *municipality* that the *person* has met a condition for an exemption under the regulations in relation to their discharge of *PCBs* to the *sewage works*; and
 - k. *pesticides*;
 - l. *reactive waste*;
 - m. *severely toxic waste*; or
 - n. *waste radioactive prescribed substances*, except where:
 - i. the *waste radioactive prescribed substances* are being discharged under a valid and current licence issued by the Atomic Energy Control Board or its successor; and
 - ii. a copy of the licence has been provided to the *municipality*;
3. No *person* shall cause or permit the discharge of matter into a *sanitary sewer* if the *matter* has:
- a. a pH less than 6.0 or greater than 11.5;
 - b. two or more separate liquid layers;
 - c. a temperature greater than sixty (60) degrees Celsius; or

- d. a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Schedule A, Table 1 of this by-law entitled, Limits for Discharges to Sanitary Sewers.
4. Except in accordance with Section 4, Discharge Agreements, of this by-law, no *person* shall cause or permit the discharge into a *sanitary sewer*:
 - a. *hauled sewage*;
 - b. *hauled waste*; or
 - c. *waste disposal site leachate*.

2. Prohibition of Uncontaminated Water and Dilution

1. No *person* shall discharge directly or indirectly, or deposit or cause or permit the discharge, or deposit of *sewage* into a *sanitary sewer*, *storm sewer*, sewer lateral or storm sewer lateral in circumstances where water has been added to the discharge for the purposes of dilution to achieve compliance with this by-law.
2. No *person* shall cause or permit the discharge of *storm water*, *groundwater*, *potable water*, or *non-contact cooling water* to a *sanitary sewer* except in accordance with Section 4, Discharge Agreements, of this by-law.
3. No *person* shall cause or permit the discharge of water to a *sanitary sewer* where the water was purposely collected from a source separate from the potable water supplied by the *municipality* except in accordance with Section 4, Discharge Agreements, of this by-law.

3. Storm Sewer Requirements

1. No *person* shall cause or permit the discharge of *matter* into a *storm sewer*, if the *matter*:
 - a. interferes with the proper operation of a *storm sewer*;
 - b. obstructs or restricts a *storm sewer* or the flow therein;
 - c. damages the *storm sewer*;
 - d. results in any hazard to any *person*, animal, property or vegetation;
 - e. impairs, or is likely to impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir, or other watercourse;

- f. contains a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Schedule A, Table 2 of this by-law entitled, Limits for Discharges to Storm Sewers;
 - g. has one or more of the following characteristics:
 - i. visible film, sheen or colour
 - ii. two or more separate layers; and
 - iii. floating debris;
 - h. contains one or more of the following:
 - i. *blowdown water*;
 - ii. *combustible liquids*;
 - iii. *human waste*;
 - iv. *sewage*;
 - v. *hailed sewage*;
 - vi. *hailed waste*;
 - vii. *waste radioactive prescribed substances*;
 - viii. *waste disposal site leachate*;
 - ix. contaminants from the operation or maintenance of an industrial premises, including raw materials, intermediate or final products or wastewater; or
 - x. *Escherichia coli* colonies in excess of 200 per 100 mL
2. The *Director* may, by notice in writing, require an *ICI discharger* to pre-treat its *storm water* and/or *sewage* prior to discharge to the *sewage works*, so as to ensure compliance with this by-law.
3. The *Director* may, by notice in writing, require a *discharger* to undertake one or more of the following to control the quality, quantity or intensity of *storm water* discharged from property owned or occupied by the *discharger*:
- a. to monitor *storm water* quality, quantity, and/or intensity;
 - b. to construct and/or modify *storm water* facilities;
 - c. to develop and/or implement a best management plan;
 - d. to implement pollution prevention measures;

- e. any other activity set out in the notice that is reasonably necessary or useful to improve the quality or reduce the quantity or the intensity of *storm water* discharged by the *discharger*.

4. Discharge Agreements

- 1. A *person* may cause or permit the discharge of the following types of matter into a sanitary sewer, under the conditions prescribed in this section:

- a. *Hauled sewage* may be discharged into a location approved by the *municipality* where:

- i. the carrier of the *hauled sewage* is operating under a certificate of approval issued under the *EPA*, or is, under that Act, exempt from the requirement to have such a certificate;
- ii. a copy of the currently applicable certificate of approval has been provided to the *municipality*;
- iii. the *discharger* has a signed *Sewage Discharge Agreement* with the *municipality* permitting the *discharger* to discharge *hauled sewage* into the *sewage works*; and
- iv. the *discharger* is in full compliance with the *Sewage Discharge Agreement*, including payment of all applicable fees.

- b. *Hauled waste* may be discharged into a location approved by the *municipality* where:

- i. the carrier of the *hauled waste* is operating under a certificate of approval issued under the *EPA*, or is, under that Act, exempt from the requirement to have such a certificate;
- ii. a copy of the currently applicable certificate of approval has been provided to the *municipality*;
- iii. the *discharger* has a signed *Sewage Discharge Agreement* with the *municipality* permitting the *discharger* to discharge *hauled waste* into the *sewage works*; and
- iv. the *discharger* is in full compliance with the *Sewage Discharge Agreement*, including payment of all applicable fees.

- c. *Waste disposal site leachate* may be discharged into a location approved by the *municipality* where:

- i. a certificate of approval or order has been issued under the *EPA*, which includes a provision for the disposal of *waste disposal site leachate* to the *sewage works*, a copy of the certificate of approval or order is provided to the *municipality*, or where the *person* is claiming an exemption, the *person* has demonstrated to the *municipality* that the conditions of the exemption are being met;
 - ii. the *discharger* has a signed *Sewage Discharge Agreement* with the *municipality* permitting the *discharger* to discharge that *waste disposal site leachate* into the *sanitary sewer*; and
 - iii. the *discharger* is in full compliance with the *Sewage Discharge Agreement*, including payment of all applicable fees.
2. A *Sewage Discharge Agreement* shall require the *discharger* to:
 - a. ensure that the quality of the *matter* complies with all other requirements for *sanitary sewer* discharges set out in this by-law;
 - b. adequately monitor and report to the *municipality* the quality of the *matter* discharged to the *sanitary sewer*;
 - c. adequately meter the volume of *matter* discharged to the *sanitary sewer*;
 - d. discharge the *matter* in the location and at the times specified by the *municipality*; and
 - e. pay a *sewage* service rate determined by the *municipality* to fairly compensate the *municipality* for the cost of providing *sewage* services for the discharge as determined by the *municipality* from time to time.
3. A *person* may cause or permit the discharge of *matter* that exceeds the limits for the following treatable parameters in *sewage* found in Schedule A, Table 1: *total suspended solids*, *biochemical oxygen demand*, phenols, and total phosphorous, where the discharge is made under and in full compliance with an *Extra-Strength Surcharge Agreement* or a *Compliance Program* under such conditions with respect to payment of additional *sewage* service rates or otherwise as may be deemed necessary by the *municipality* to compensate for any additional costs of operation, repair and maintenance of the *sewage works*.
4. An *Extra-Strength Surcharge Agreement* shall require the *discharger* to:
 - a. adequately monitor and report to the *municipality*, the quality of the *matter* discharged to the *sanitary sewer*;

- b. ensure that the matter contains no more than the maximum levels stated in the Sewage Discharge Agreement for the following parameters:
 - i. *biochemical oxygen demand*
 - ii. *total suspended solids*; and
 - iii. *total phosphorous*;
 - c. ensure that the *matter* discharged to the *sanitary sewer* complies with all other requirements set out in this by-law;
 - d. adequately meter the quantity of *matter* discharged to the *sanitary sewer*;
 - e. discharge the *matter* in the location and at the times specified by the *municipality*; and
 - f. pay a *sewage service rate* determined by the *municipality* to fairly compensate the *municipality* for the cost of providing *sewage services* for the discharge as determined by the *municipality* from time to time.
5. Surcharge rates will be reviewed and adjusted accordingly from time to time as determined by the *municipality* based on projected operating and maintenance costs and may include capital costs.
6. A *person* may cause or permit the discharge of *storm water, groundwater, potable water, non-contact cooling water*, or water purposely collected from a source other than the *municipal* potable water supply, where the discharge is made under and in full compliance with a signed *Water Discharge Agreement* under such conditions with respect to payment of additional *sewage service rates* or otherwise as may be deemed necessary by the *municipality* to compensate for loss of system capacity, any additional costs of operation, repair and maintenance of the *sewage works*.
7. A *Water Discharge Agreement* shall require the discharger to:
- a. ensure that the quality of the water complies with all other requirements for *sanitary sewer* discharges set out in this by-law;
 - b. adequately meter the quantity of water discharged to the *sanitary sewer*;
 - c. pay a *sewage service rate* determined by the *municipality* to fairly compensate the *municipality* for the cost of providing *sewage services* for the discharge as determined by the *municipality* from time to time
 - d. provide the *municipality* with a copy of a valid Permit to Take Water, where such a permit is required by the *Ontario Water Resources Act*.

8. The *Director* may terminate privileges granted under Sections 1(2)(j), 4(1), 4(2) or 4(3) at any time under circumstances deemed reasonable and the termination will be effective within 30 days of a written notice of termination.
9. The *Director* may terminate privileges under Sections 1(2)(j), 4(1), 4(2) or 4(3) by written notice at any time where there is an emergency situation of immediate threat of danger to any *person*, property, plant or animal life, waters or the *sewage works* and the termination will be effective immediately.
10. A *Sewage Discharge Agreement*, *Extra-Strength Surcharge Agreement*, or *Water Discharge Agreement* shall be in the form set out by the *Director*.
11. Fees outlined in the current Water and Sewage Rate By-law, as amended from time to time, will apply for all *Sewage Discharge Agreements*, *Water Discharge Agreements*, and *Extra-Strength Surcharge Agreements*.
12. Where a *person* has entered into a *Sewage Discharge Agreement*, *Water Discharge Agreement*, or *Extra-Strength Surcharge Agreement* with the *municipality*, in respect to the discharge or deposit of *sewage*;
 - a. such *person* shall notify the *Director* in writing, within no more than 14 days of the occurrence, of:
 - i. any change in ownership of the property upon or from which the discharge of *sewage* is occurring;
 - ii. in the case where such *person* is a lessee or licensee of the property upon or from which the discharge of *sewage* is occurring, the termination of such lease or licence;
 - iii. in the case where a corporation is a party to such an agreement, any change in control or majority ownership of such corporation;
 - iv. in the case where a partnership is a party to such an agreement, any change in the partnership status or partners; or
 - v. any change in the manner of discharge or deposit of the *sewage* by such *person*; and
 - b. in the event that a person fails to provide written notice as required by Section 4(12)(a), such agreement with the municipality shall terminate on the 15th day following such occurrence.
13. A *Sewage Discharge Agreement*, *Water Discharge Agreement*, or *Extra-Strength Surcharge Agreement* with the *municipality*, in respect to the discharge or deposit of

sewage shall not be assignable or in any way transferable to any other *person* without the express written authorization of the *municipality*.

5. Compliance Program

1. A *discharger* may submit to the *Director*, a written proposed *Compliance Program* that must be agreed upon by the *Director*, if in the opinion of the *Director*, the *discharger* has no other reasonable means of complying with the by-law.
2. A *Compliance Program* shall last for a maximum of one year, to allow the *discharger* time to install or modify equipment so as to comply with this by-law. A *Compliance Program* shall only be renewed with the prior approval of the *Director*.
3. The *Compliance Program* shall specify the remedial actions the *discharger* will take and the dates by which they must be completed.
4. A *Compliance Program* shall require the *discharger* to:
 - a. adequately monitor and report to the *municipality*, the quality of the *matter* discharged to the *sanitary sewer* and the effectiveness of the *Compliance Program* in achieving compliance with this by-law;
 - b. report to the *municipality* within 14 days of each date specified in the *Compliance Program*, its progress in implementing the remedial actions agreed upon using the *Compliance Program Progress Report Form*, Schedule D of this by-law.
 - c. ensure that the *matter* discharged to the *sanitary sewer* contains no more than the maximum levels stated in the *Compliance Program* for the parameters set out in Schedule A, Table 1 to this by-law;
 - d. ensure that the *matter* discharged to the *sanitary sewer* complies with all other requirements set out in this by-law;
 - e. adequately meter the quantity of *matter* discharged to the *sanitary sewer*;
 - f. discharge the *matter* in the location and at the times specified by the *municipality*; and
 - g. pay a *sewage* service rate determined by the *municipality* from time to time to fairly compensate the *municipality* for the cost of providing *sewage* services for the discharge, unless the *Compliance Program* specifies that the *discharger* may apply all or part of the rates that would otherwise be payable towards the cost of the *Compliance Program*.

5. The *Director* may terminate a *Compliance Program* immediately by written notice at any time, if there is an immediate threat or danger to any *person*, property, plant or animal life, water or the *sewage works*.
6. The *Director* may terminate a *Compliance Program* by giving 30 days written notice, if the *discharger* has failed to comply with any condition of the *Compliance Program*.

6. Reporting of Site Information by Industrial (ICI) Dischargers

1. An *ICI discharger* shall complete and submit a *Short Version of Discharger Information Report* prior to any discharge of *sewage, storm water*, or uncontaminated water to a *sewage works*. The *Short Version of Discharger Information Report* shall be in the form as attached to this by-law as Schedule B.
2. At the discretion of the *Director*, an *ICI discharger* shall complete a *Complete Version of Discharger Information Report* and submit it to the *municipality* within 30 days of written notification by the *municipality* that such report is required. The *Complete Version of Discharger Information Report* shall be in the form as attached to this by-law as Schedule C.
3. Where an *ICI discharger* is required by the *municipality* to complete a *Complete Version of Discharger Information Report*, the *discharger* shall provide written notice of any change in the information requested in the report within 30 days of the effective date of such change. Such notice shall include pertinent details of any change to the operation, process, or wastewater treatment facilities, and shall include any analyses of the discharge.

7. Confidential Information

1. All information submitted to and collected by the *municipality* in the administration of this by-law including information contained in *Water Discharge Agreements, Sewage Discharge Agreements, Extra-Strength Surcharge Agreements and Compliance Programs*, shall except as otherwise provided in this by-law, be available to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56.
2. Information submitted to the *municipality* in any form as required by this by-law may be exempt from disclosure to the public under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M56, where such information is confidential proprietary or otherwise, if the *person* submitting identifies that information to the

municipality at the time of submission and provides sufficient details as to the reasons the *municipality* should consider that information for exemption from disclosure.

8. Fat, Oil, Grease and Sediment Interceptors

1. Every *person* in charge, management or control of *ICI premises* where food is cooked, processed or prepared shall take all necessary measures to prevent fats, oils and greases from entering the *sewage works*. In particular, the *person* shall install, operate and properly maintain an effective grease interceptor in any piping system that connects directly or indirectly to a *sanitary sewer*.
2. Every *person* in charge, management or control of *ICI premises* where motor vehicles are repaired, lubricated or maintained shall take all necessary measures to prevent motor oil and lubricating grease from entering the *sewage works*. In particular, the *person* shall install, operate and properly maintain an effective oil interceptor in any piping system that connects directly or indirectly to a *sanitary sewer*.
3. Every *person* in charge, management or control of *ICI premises* from which sediment may enter the *sewage works*, including but not limited to *premises* using a ramp drain or area drain, and car and vehicle wash establishments, shall take all necessary measures to prevent such sediment from entering the *sewage works*. In particular, the *person* shall install, operate and properly maintain an effective grit interceptor in any piping system that connects directly or indirectly to the *sewage works*.
4. Every grease, oil, and sediment interceptor shall be installed in accordance with the *Building Code Act, 1992*, as amended, repealed or replaced from time to time, and operated and maintained in accordance with the manufacturer's instructions. All grease, oil and sediment interceptors shall be inspected and cleaned frequently to ensure effective operation.
5. Owners and occupants of *premises* having grease, oil or sediment interceptors shall keep a record of interceptor maintenance including the dates on which cleaning and maintenance occurred, the *person* or contractor responsible, and the method and destination of waste disposal, and upon request, these records shall be made available to the *municipality*.

9. Garbage-Grinding Devices

1. No *person* shall install any garbage-grinding device for industrial, institutional, commercial or residential purposes, the effluent from which will discharge directly or indirectly into the *sewage works*.
2. No *person* shall replace any existing garbage-grinding devices for industrial, institutional, commercial or residential purposes installed prior to the passage of this by-law.
3. Garbage-grinding devices installed prior to the passing of this by-law for industrial, institutional, commercial or residential purposes, the effluent from which will discharge directly or indirectly into the *sewage works* can remain in operation under the following conditions:
 - a. the owner or occupant of the *premises* where the garbage-grinding device is installed has a permit issued by the *municipality* at the time the garbage-grinding device was originally installed, if a permit was required at the time of original installation;
 - b. the quality of waste to be processed does not have an adverse effect on the *sewage works*;
 - c. in the event that accumulations of solid wastes are detected in a *sanitary sewer* and such accumulations are being caused by the operation of a garbage – grinding device:
 - i. the *sanitary sewer* shall be cleaned at the expense of the owner of the *premises* operating the garbage-grinding device
 - ii. the owner of the garbage-grinding device shall be required to make such improvements to the operation or maintenance of the garbage-grinding device as deemed necessary by the *municipality* in order to prevent further accumulations.

10. Sampling and Analysis

1. Every *ICI discharger* shall install and maintain in good repair, a suitable *maintenance access hole* in each connection to a *sanitary sewer* to allow observation, sampling and measurement of the flow of *sewage*, uncontaminated water or *storm water* therein. Where installation of a *maintenance access hole* is not possible, an alternative inspection and sampling device may be substituted with the written approval of the *Director*.

2. Each *maintenance access hole* or alternative device shall be:
 - a. located on the *premises*, as close to the property lines as possible, unless the *Director* has issued written approval for an alternate location;
 - b. designed and constructed in accordance with good engineering and the requirements of the *municipal technical standards*;
 - c. accessible for use by the municipality.
3. All tests, measurements, analyses and examinations of *sewage*, uncontaminated water or *storm water*, required pursuant to this by-law, shall be carried out by a testing analytical laboratory in accordance with those methods determined by the *Director* as appropriate for the type of test, measurement, analysis, or examination undertaken, which may include:
 - a. *Standard Methods*;
 - b. established methods developed and/or approved by the Ontario Ministry of the Environment;
 - c. methods developed and/or approved by Environment Canada; or
 - d. methods developed by the U.S. Environmental Protection Agency or International Standards Organizations
4. Compliance with this by-law may be determined by the analysis of a *grab sample* or a *composite sample* as deemed appropriate by the *municipality*. The sample may contain additives for its preservation and may be collected manually or by using an automatic sampling device.

11. Self-Monitoring

1. Every *ICI discharger* shall carry out any monitoring and sampling of any discharge to a *sewer*, as may be required in writing by the *Director*, and provide the results to the *Director* in a format acceptable to the *Director*, within the time specified by the *Director*.
2. The *Director* may require that samples obtained under Section 11(1) be submitted by the *discharger* for analysis by an accredited laboratory, at the *discharger's* expense.
3. The *discharger* shall supply the results of the analysis in Section 11(2) to the *Director* in a format acceptable to the *Director* within the time specified by the *Director*.

12. Spills

1. In the event of a *spill* to the *sewage works*, the *discharger* shall immediately notify the *municipality* of the *spill*, of the circumstances thereof, and of the remedial action that the *discharger* has taken or intends to take.
2. Within five days, the *discharger* shall provide a written report on the *spill* to the *municipality*, containing at least the following information to the best of his or her knowledge:
 - a. location where *spill* occurred;
 - b. name and phone number of *person* who reported the *spill* and location and time where they can be contacted;
 - c. date and time of *spill*;
 - d. *matter* spilled;
 - e. characteristics of *matter* spilled, including Material Safety Data Sheet, if available;
 - f. volume of *matter* spilled;
 - g. duration of *spill*;
 - h. work completed and/or still in progress in the mitigation of the *spill*;
 - i. preventative actions being taken to ensure the situation does not occur again; and
 - j. agencies notified of the *spill* and corresponding notification times.
3. The *discharger* shall do everything reasonably practicable to contain the *spill*, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the *spill* and contaminated residue and restore the affected area to its condition prior to the *spill*.
4. All costs reasonably incurred by the *municipality* as a result of such a *spill*, shall be borne by the *discharger* or the *person* responsible for the *spill*.

13. General Prohibitions and Liability for Damage

1. No *person* shall uncover, make any connection with, or opening into, break, alter, damage, destroy, deface, or tamper with, or cause or permit the breaking, damaging,

destroying, defacing or tampering with any part of the *sewage works*, including any monitoring device in the *sewage works*.

2. Every *discharger* shall be liable for any damage or expense caused by the *matter* he or she discharges to the *sewage works*, including costs of investigation, repair or replacement.
3. Unless specifically authorized by the *Director*, no *person* shall enter any part of a *sewage works*.

14. Access

1. The *Director* may, at reasonable times enter onto any buildings or grounds to which the *municipality* supplies sewer services to carry out an inspection for the purposes of this by-law.
2. Inspection, for the purposes of this by-law, may include but is not limited to the following:
 - a. examine the discharge of any matter into the *sewage works* of the *municipality*, or any other *sewage works*, the contents of which ultimately empty into the municipal *sewage works*;
 - b. take samples, conduct tests, or measure flow;
 - c. investigate the types and quantities of chemicals and process water being handled or used on the *premises* in relation to possible release to the *sewer*;
 - d. inspect chemical storage areas and spill containment facilities and request Material Safety Data Sheets for materials stored or used on site;
 - e. inspect, repair, alter, or disconnect a *sewer* lateral, machinery, equipment and other works used to supply *sewer* services to the *premises*;
 - f. inspect, repair, install, replace, or alter any related metering equipment;
 - g. review and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - h. obtain information from any *person* concerning a matter related to the inspection.
3. No *person* shall hinder or obstruct, or attempt to hinder or obstruct, any *person* exercising a power or performing a duty under this by-law. Without limiting the generality of the foregoing, no *person* shall prevent, hinder, or obstruct a *person*

appointed by the *municipality*, bearing proper credentials and identification from the *municipality*, for the purposes of administering or enforcing this by-law:

- a. entering in or upon land or *premises*, at any reasonable time, without a warrant, except a room actually being used as a dwelling;
- b. making such tests or taking such samples as he or she deems necessary;
- c. inspecting any plant, machinery, equipment, work, activity or documents; or
- d. repairing, maintaining, altering, disconnecting, removing, replacing, or installing *sewage works* or any related item.

15. Enforcement

1. Unless otherwise provided for herein, all provisions of this by-law shall be enforced by a designated *Officer* as defined in this by-law.
2. An *Officer* may issue a direction or order requiring that a person comply with the provisions of this by-law.
3. An *Officer* may enter upon a *premises* at any reasonable time for the purpose of carrying out an inspection to determine whether or not:
 - a. the provisions of this by-law are being complied with; or
 - b. a direction or order under this by-law is being complied with.
4. No *person* shall hinder or obstruct any *Officer*, or any *person* lawfully acting in aid of such *Officer*, in the execution of their duties under this by-law.

16. Offences

1. Any *person* who contravenes any provision of this by-law is, upon conviction, guilty of an offence and is liable to any penalty as provided in the Municipal Act, 2001, S.O. 2001, c.25, or the Provincial Offences Act, R.S.O. 1990, C.P.33.
2. The court in which the conviction has been entered, and any court of competent jurisdiction thereafter, may make an order prohibiting the continuation or repetition of the offence by the *person* convicted, and such order shall be in addition to any other penalty imposed on the *person* convicted.
3. Every *person*, other than a corporation, who contravenes any provision of Section 1, Section 2 or Section 3 of this by-law is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not

more than ten thousand (\$10,000.00) dollars for the first offence and not more than twenty five thousand (\$25,000.00) dollars for any subsequent conviction.

4. Every corporation that contravenes any provision of Section 1, Section 2 or Section 3 of this by-law and every officer or director of a corporation that concurs in such contravention is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not more than fifty thousand (\$50,000.00) dollars for the first offence and not more than one hundred thousand (\$100,000.00) dollars for any subsequent conviction.
5. Every *person* who contravenes any provision of this by-law other than Section 1, Section 2, or Section 3, is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not more than five thousand (\$5000.00) dollars.

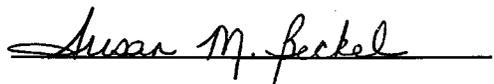
17. Miscellaneous

1. In the event any provision, or part thereof, of this by-law is found by a court of competent jurisdiction to be ultra vires, such provision, or part thereof, shall be determined to be severed, and the remaining portion of such provision and all other provisions of this by-law shall remain in full force and effect.
2. This by-law shall revoke and replace Greater Napanee Water Supply and Pollution Control Board By-law No. 91-04 and any other by-law of the Town of Greater Napanee which conflicts with the provisions of this by-law.
3. This by-law shall come into force and take effect on the date it is finally passed.
4. This by-law may be referred to as the "Sewer-Use By-law".

Read a first and second time, and finally passed, this ninth day of October, 2012



Mayor



Clerk

Schedule A – Discharge Limits

Table 1 – Limits for Discharges to Sanitary Sewers

Parameter	Limit (mg/L)	Parameter	Limit (mg/L)
Biochemical oxygen demand (BOD)	300	Chloroform	0.04
Chemical oxygen demand (COD)	800	Dichlorobenzene (1,2-)	0.05
Suspended Solids, Total	350	Dichlorobenzene (1,4-)	0.08
Cyanide, Total	2.0	Cis-1,2-dichloroethylene	4
Fluoride	10	Trans-1,3-dichloropropylene	0.14
Phenols, 4AAP	1.0	Methylene chloride (dichloromethane)	2
Phosphorus, Total	10	Tetrachloroethane (1,1,2,2-)	1.4
Keldahl Nitrogen, Total (TKN)	100	Tetrachloroethylene	1
Oil & Grease – Animal & Vegetable	150	Trichloroethylene	0.4
Oil & Grease – Mineral & Synthetic	15	Benzene	0.01
Aluminum, Total	50	Ethylbenzene	0.16
Antimony, Total	5	Toluene	0.016
Arsenic, Total	1.0	Xylene, Total	1.4
Cadmium, Total	0.7	Di-n-butyl phthalate	0.08
Chromium, Hexavalent	2	Bis (2-ethylhexyl) phthalate	0.012
Chromium, Total	4	Nonylphenols	0.02
Cobalt, Total	5	Nonylphenol ethoxylates	0.2
Copper, Total	2	Aldrin/dieldrin	0.0002
Lead, Total	1	Chlordane	0.1
Manganese, Total	5	DDT	0.0001
Mercury, Total	0.01	Hexachlorobenzene	0.0001
Molybdenum, Total	5	Mirex	0.1
Nickel, Total	2	PCBs (chlorobiphenyls)	0.001
Selenium, Total	1	Dichlorobenzidine (3,3-)	0.002
Silver, Total	5	Hexachlorocyclohexane	0.1
Tin, Total	5	Pentachlorophenol	0.005
Titanium, Total	5	PAHs, Total	0.005
Zinc, Total	2		

Table 2 – Limits for Discharges to Storm Sewers

Substance	Concentration Limit– [mg/L, except as noted]	Substance	Concentration Limit– [mg/L, except as noted]
BOD	15	Dichlorobenzene (1,2-)	0.0056
COD	40	Dichlorobenzene (1,4-)	0.0068
Cyanide, Total	0.02	Cis-1,2-dichloroethylene	0.0056
Phenolics (4AAP)	0.008	Trans-1,3-dichloropropylene	0.0056
Phosphorus, Total	0.3	Ethylbenzene	0.002
Total Suspended Solids	15	Methylene chloride (dichloromethane)	0.0052
		Tetrachloroethane (1,1,2,2 -)	0.017
pH (unitless)	6 – 9.5 (unitless)	Tetrachloroethylene	0.0044
Temperature (degrees Celsius)	40 (degrees C)	Toluene	0.002
		Trichloroethylene	0.0076
Arsenic, Total	0.02	Xylene, Total	0.0044
Cadmium, Total	0.008	Di-n-butyl phthalate	0.015
Chromium, Hexavalent	0.08	Bis (2-ethylhexyl) phthalate	0.0088
Chromium, Total	0.04	Nonylphenols	0.001
Copper, Total	0.04	Nonylphenol ethoxylates	0.01
Lead, Total	0.12	Aldrin/dieldrin	0.00008
Manganese, Total	0.05	Chlordane	0.04
Mercury, Total	0.0004	DDT	0.00004
Nickel, Total	0.08	Hexachlorobenzene	0.00004
Selenium, Total	0.02	Mirex	0.04
Silver, Total	0.12	PCBs (chlorobiphenyls)	0.0004
Zinc, Total	0.04	Dichlorobenzidine (3,3-)	0.0008
		Hexachlorocyclohexane	0.04
Benzene	0.002	Pentachlorophenol	0.002
Chloroform	0.002	PAHs, Total	0.002

Schedule B – Discharger Information Report (Short Version)

The completion of this form is required by all dischargers to sewage works under the Town of Greater Napanee Sewer-Use By-law.

If you have any questions, please call the Utilities Department at 613-354-9338.

The completed form is to be forwarded to the attention of:

Town of Greater Napanee - Utilities Department
45 Commercial Court
Napanee, ON, K7R 4A2
ATTN: Sewer-Use By-law

Short Discharger Information Report	
1	Name of Company
2	Address of Company Phone: Fax:
3.	Owner of property (if different from Company listed above) Phone: Fax:
4	Brief Description of Product or Service

5	Brief Description of the Process(es) used in the Manufacturing or Servicing
6	'Are there' or 'Will there be' any of the following wastewater discharges from the description as provided in #5? Process wastewater Yes / No Non-contact cooling water Yes / No Other sources of wastewater (other than sanitary) Yes / No (if yes, brief description)
7	Does the site have any existing connections to the following sewers? sanitary Yes / No storm Yes / No
8	Location of Process units? Inside / Outside / Outside but covered Storage of raw materials? Inside / Outside / Outside but covered Storage of intermediate products? Inside / Outside / Outside but covered Storage of final products? Inside / Outside / Outside but covered
9	Does the site have any of the following programs in place to address discharges to the sewer system? Pollution Prevention Yes / No Best Management Plan Yes / No Environmental Management System Yes / No Other program / practices Yes / No
Date form completed : Name and Title of Company Representative: Signature of Authorized Company Representative:	
Note: 1. Information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001, c25., and the Municipal Freedom of Information and Protection of Privacy Act. R.S.O. 1990, Ch M.56., and is used for the purposes of administration of the Sewer-Use By-law. 2. Completion of the "Complete Discharger Information Report" may be required based on this report and/or subsequent verification of the site by the <i>Municipality</i> .	
For <i>Municipality</i> use only - date completed form received :	

Schedule C – Discharger Information Report (Complete Version)

The completion of this form by dischargers to the sewage works is required under certain circumstances by the Town of Greater Napanee Sewer-Use By-law.

If you have any questions, please call the Utilities Department at 613-354-9338.

The completed form is to be forwarded to the attention of:

Town of Greater Napanee - Utilities Department
45 Commercial Court
Napanee, ON, K7R 4A2
ATTN: Sewer-Use By-law

Complete Discharger Information Report		(page 1 of 3)
1	Name of Company	
2	Address of Company Phone: Fax:	
3	Owner of property (if different from Company listed above) Phone: Fax:	

Complete Discharger Information Report

(page 2 of 3)

4	General Site Operation Information Number of Employees involved in plant: _____ office: _____ other: _____ Total: _____ Number of Shifts per day: _____ Number of operating days per week: _____
5	Description of Product(s) or Service Include Standard Industrial Code (SIC) - state if SIC is Canadian or American
6	Description of the Process(es) used in the Manufacturing or Servicing Include characteristics such as Batch (how many per time period), Continuous, or Both (explanation to be provided), Seasonal Production Cycles, Specific Clean-up Periods and Clean-up Activities, Production Rates

Complete Discharger Information Report

(page 3 of 3)

7	<p>Average Daily Water Use and Sources</p> <p>Municipal Supply Yes / No _____ m3/day Estimated or Measured</p> <p>Surface Water* Yes / No _____ m3/day Estimated or Measured</p> <p>Groundwater* Yes / No _____ m3/day Estimated or Measured</p> <p>Other sources** Yes / No _____ m3/day Estimated or Measured</p> <p>If flow rate varies significantly provide peak flow rates per day and month and attach explanation.</p> <p>* Provide copy of the Permit to Take Water</p> <p>** If 'Yes' - provide explanation as an attachment.</p>
8	<p>Discharge Points from Site</p> <p>List all liquid effluent discharge points from the site and average daily flow for each point in cubic metres per day of sanitary, noncontact cooling water, process wastewater, contact cooling water and other discharge water to the sanitary sewer, combined sewer, storm sewer, groundwater, surface water, evaporation losses (if applicable), and percent of water in final manufactured product (if significant and applicable to the site).</p> <p>For example: process wastewater from manufacturing line to sanitary sewer at an average daily flow of 200 m3/day (measured)</p>
9	<p>Known Characteristics of Discharges</p> <p>Attach existing data on the chemical composition and Table 1 constituent concentrations of the discharges listed above in #8. Provide concentration ranges if available, and attach an explanation of variability if concentrations are known to fluctuate significantly.</p>
10	<p>Physical Layout</p> <p>Provide sketch of property (to scale or approximate) showing buildings, pretreatment works, property boundaries, effluent lines, and connections to sanitary, combined and storm sewers.</p> <ul style="list-style-type: none">• Please identify sewers as listed on the Parameter Information Form as completed above.• Layout may be attached as separate document - leave note to indicate submission with this form.• A flow diagram of the site flows/processes is also required.

11	<p>Generator Registration Information</p> <p>Provide any Generator Registration Numbers that the site under the requirements of Ontario Regulation 347 under the Environmental Protection Act.</p>
12	<p>Extra Strength Surcharge Agreements (ESSA)</p> <p>Does the site have an existing ESSA with the Municipality? Yes / No</p> <p>Did the site previously have an ESSA with the Municipality? Yes / No</p> <p>If Yes to either question - Attach a copy of each agreement to this form</p>
13	<p>Pretreatment of Discharges Prior to Discharge</p> <p>Does the site have any pretreatment systems for process effluents prior to discharge to the sewer system? Yes / No</p> <p>If Yes, provide as an attachment a description of the pretreatment systems and associated processes, design capacities, contaminants removed, performance objectives and operational procedures for the devices.</p>
14	<p>Does the site have any of the following programs in place addressing sewer discharges?</p> <p>Pollution Prevention Yes / No</p> <p>Best Management Plan Yes / No</p> <p>Environmental Management System Yes / No</p> <p>Water Conservation Yes / No</p> <p>Other program / practices Yes / No</p> <p>If yes - attach copy of each to the form and explanation for implementation.</p>
<p>Date form completed:</p> <p>Name and Title of Company Representative:</p> <p>Signature of Authorized Company Representative:</p>	
<p>Note:</p> <ol style="list-style-type: none"> Information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001, c25., and the Municipal Freedom of Information and Protection of Privacy Act. R.S.O. 1990, Ch M.56., and is used for the purposes of administration of the Sewer-Use By-law. The information submitted in this form may subject to verification by the municipality 	
<p>For Municipality use only</p> <p>Date completed form received:</p> <p>Date information verified/approved:</p>	

Schedule D – Compliance Program Progress Report

Company Name: _____

Address: _____

Authorized Representative: _____ Date Submitted: _____

1. Compliance Program activity description: _____

2. Scheduled completion date for above activity: _____

3. Activity completed on schedule? YES [] NO []

4. If not on schedule, indicate anticipated completion date: _____

5. State reason for delay, if applicable: _____

6. What action has been initiated to return Compliance Program to original or accepted revised schedule? _____

***Report is to be submitted within 14 calendar days after scheduled completion of each activity listed in the Compliance Program**

Information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001, c25., and the Municipal Freedom of Information and Protection of Privacy Act. R.S.O. 1990, Ch M.56., and is used for the purposes of administration of the Sewer-Use By-law.