AGENDA:

A REGULAR MEETING OF THE COUNCIL
OF THE TOWN OF ST. MARYS

Tuesday, October 21, 2014
6:00 P.M.
Council Chambers, Town Hall

1. CALL TO ORDER

2. OPENING PRAYER

3. DECLARATIONS OF PECUNIARY INTEREST

4. COUNCIL MINUTES
   4.1 Minutes - Regular Council Meeting September 23, 2014
   4.2 Minutes - Special Meeting of Council September 29, 2014

5. DEPUTATIONS AND PRESENTATIONS
   5.1 Chris West regarding VIA

6. CONSENT AGENDA

   Motion:
   That Consent Agenda Items 6.1 to 6.3.1 inclusive be adopted by Council.

   6.1 Minutes- Regular Council Meeting September 23, 2014

   Motion:
   THAT the Minutes of the Regular Meeting of Council held September 23, 2014 be approved and signed by the Mayor and Clerk.
6.2 Minutes - Special Meeting of Council September 29, 2014

Motion:
THAT the Minutes of the Special Meeting of Council held September 29, 2014 be approved and signed by the Mayor and Clerk.

6.3 Minutes - COTW Day 1 and Day 2 October 7 2014

Motion:
THAT the Minutes of the Committee of the Whole Day 1 and Day 2 held October 7, 2014 be approved and signed by the Mayor and Clerk.

6.3.1 Water Systems By-law

Motion:
THAT Council pass and adopt the proposed Water Systems By-law.

7. FORMAL REPORTS

7.1 Site Plan Agreement Nutreco Canada Inc. - 600 James St S - Shur-Gain

Motion:
That Council approve the proposed Site Plan Agreement between the Town of St. Marys and Nutreco Canada Inc. (t/a Shur-Gain) for lands described as Part Lot 13, South Boundary Concession, Blanshard as Part 1 on Reference Plan 44R-502, Town of St. Marys, County of Perth, 600 James Street South, St. Marys

8. BY-LAWS

8.1 By-law No. 44 of 2014 Site Plan Agreement Nutreco Canada Inc.

Motion:
THAT By-law No. 44 of 2014 Site Plan Agreement Nutreco Canada Inc. be read a first, second and third time and finally passed and signed by the Mayor and Clerk.
9. **UNFINISHED BUSINESS**

10. **NOTICE OF MOTIONS**

11. **CONFIRMING BY-LAW**

   Motion:
   
   THAT By-law No. 47-14 Confirming By-law Regular Meeting October 21, 2014 be 
   read a first, second and third time, finally passed and signed by the Mayor and 
   Clerk

12. **UPCOMING MEETINGS**

   COTW - Day 1 - November 4 - 5:30 p.m.
   
   COTW - Day 2 - November 18 - 5:30 p.m.
   
   COUNCIL – November 25 – 6:00 p.m.
   
   INAUGURAL COUNCIL – December 9 – 6:00 p.m.
13. **QUESTION PERIOD**

(Inquiries during the question period shall be directed by the public to Council members and shall deal with matters specific to Agenda business. A maximum of two (2) minutes per person is allotted for questions, and the maximum time allotted for the Question Period as a whole is fifteen (15) minutes. Each inquiry made during the question period shall be recorded in the minutes and the minutes shall note whether the inquiry was answered or requires an answer at or before the next meeting.)

14. **ADJOURNMENT**

Motion:

That this meeting of Council adjourn at __ p.m.
1. **CALL TO ORDER**
   Mayor Grose called the meeting to order at 6 p.m.

2. **OPENING PRAYER**
   Councillor Van Galen led proceedings in prayer.

3. **DECLARATIONS OF PECUNIARY INTEREST**
4. DEPUTATIONS AND PRESENTATIONS

4.1. Deputation - Marsh Construction Consulting Inc. and NA Engineering regarding Town Hall Chimney.

Supervisor of Recreation Operations/Facilities presented report on work at Town Hall on chimney, decided to remove chimney, graphing so can be rebuilt. NA Engineering - scaffolding engineered height and weight of chimney, removal to take place Monday. Marsh constructions quote $109,000 plus $26,000 for scaffolding.

- some funds allocated for bell tower in budget $75,000 less engineering cost leaves $40,000
- Bell tower can stand another year

Discussion took place:
- why are we rebuilding chimney if it is not to be used
- Waste of money to put up chimney
- will save approximately $20,000 if stone not being used again
- time and material job, upset limit of $109,000 emergency repair
- concrete and bar was put in the flu, not attached to the block
- do not know how they reinforce the chimney, chimney moves 12 inches
- have to bring chimney down, it is 28 feet, to rebuild will require tie back
- scaffold, secure chimney, take everything down to ground, take scaffold down, if rebuild, steel structure inside, and tie, then rebuild with brick
- if cap will have to fix roof. will be less. Issue has to be addressed and have to look at other chimney also

Bell Tower report 2003, needs to be rebuilt, a lot of water coming in. Work required more than the $75,000.00 to complete. Will not know until engineered drawings are received to know what all the work will cost.

Comments from the Heritage Committee were presented to Council

Need for repairing the chimney was discussed.

Chimney needs to be repaired or removed, Heritage committee comments not to repair. Removal of the chimney and store stone

Construction must be taken down carefully, and roof and flashing must be fixed

Month to take down and make repairs.
RC2014-148

Moved By: Councillor Osborne
Seconded By: Councillor Van Galen

THAT the chimney be removed from the Town Hall by Marsh Construction at an upset cost of $89,000 plus scaffolding costs;

AND FURTHER THAT the chimney not be replaced, on recommendation of the Heritage Conservation District.

CARRIED

Recorded Vote Requested by: Councillor Winter

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CARRIED X DEFEATED

4.2. Presentation of 2013 Financial Statements - Paul Seebach, CFP, CPA, CAVodden, Bender & Seebach LLP, Chartered Accountants

Presentation of Financial Statements by Paul Seebach; reviewed statements:
- Surplus net $75,000
- Audit no disagreements, no unusual discussions
- no significant difficulties
- consolidated financial report
- standard clean audit report
- reviewed Balance Sheet and Cash flow
- Notes - Trust funds, Pension OMERS, Existing debt,

Financial Statements for 2013 to be forwarded to Council
RC2014-149
Moved By: Councillor Osborne
Seconded By: Councillor Hainer
THAT Council of the Town of St. Marys receive the 2013 Financial Statements as presented by Paul Seebach, CFP, CPA CA Vodden, Bender & Seebach LLP, Chartered Accountants.

CARRIED

5. COUNCIL MINUTES
5.1. Minutes - Special Meeting of Council August 21 2014
5.2. Minutes - Regular Council Meeting August 26, 2014

6. CONSENT AGENDA
RC2014-150
Moved By: Councillor Van Galen
Seconded By: Councillor Pope
That Consent Agenda Items 6.1 to 6.4.2 inclusive be adopted by Council.

CARRIED

6.1. Minutes - Special Meeting of Council August 21, 2014
RC2014-150a
THAT the Minutes of the Special Meeting of Council dated August 21, 2014 be approved and signed by the Mayor and Clerk.

CARRIED

6.2. Minutes - Regular Council Meeting August 26, 2014
RC2014-150b
THAT the Minutes of the Regular Meeting of Council dated August 26, 2014 be approved and signed by the Mayor and Clerk.

CARRIED
6.3. Minutes - COTW Day 1 September 2, 2014

RC2014-150c
THAT the Minutes of the COTW Day 1 dated September 2, 2014 be approved and signed by the Mayor and Clerk.

CARRIED

6.3.1. Fire Department Mutual Aid By-law

RC2014-150d
THAT Council of the Corporation of the Town of St. Marys approve the updated Fire Department Mutual Aid Bylaw.

CARRIED

6.4. Minutes - COTW Day 2 September 16, 2014

RC2014-150e
THAT the Minutes of the COTW Day 2 dated September 16, 2014 be approved and signed by the Mayor and Clerk.

CARRIED

6.4.1. Crossing Guard Update to By-law 6 of 2013

RC2014-150f
THAT Council amend Schedule 9 of By-law No. 6 of 2014 to include a new Crossing Guard Location at James St. S. and Maxwell St.

CARRIED

6.4.2. RFQ Elgin Street Stairs - Formal Report

RC2014-150g
THAT staff receive the following direction from Council with regards to deferring the project to 2015 and re-issuing the RFQ immediately for completion of the project in 2015.

CARRIED
7. BUSINESS ARISING FROM THE MINUTES

7.1. Museum Front Porch - Tabled from COTW Day 2 September 16, 2014

7.1.1. Report from Treasurer - Capital Budget Expenditures

Capital Status Report – Treasurer reviewed information

2014 Total Capital - 4.7 million forecasting 2.7 million

underspend estimated at 1.9 million
- $1,557 - Water Street Bridge
- $ 272 - New Landfill EA

CAO reported Debenture - EA projects; as EA can take 8 months to 3 years
Water Street Bridge seal flaked off further deterioration, repairs prior to opening

RC2014-151
Moved By: Councillor Osborne
Seconded By: Councillor Hainer
THAT Council direct the Museum Front Porch Project proceed as follows:
approve complete project in the amount of $49,720.00 for 2014.

CARRIED

7.1.1. Report from Treasurer - Capital Budget Expenditures (under separate cover)

7.2. Draft By-law St. Marys Property Standards - for Council review

Director of Planning and Development presented the complete by-law, with changes highlighted.

Correction noted 4.1a - property standards committee planning board

Discussion took place regarding sections 3.27 and 3.29
- boarding up of property, visual barrier, clean view tied into Heritage
- boarding up of windows, wrong image
- more directed if window is broken until repairs are made
- need to be time frames
- 15 day window, discrepancy who is going to pay for window took 45 days to be settled. Kept time out reasonable to order or time to replace
- how do we ensure proper heat and ventilation
- how do we enforce opaque visual barrier. Some owners liked some did not, some owners infringing on rights, want potential purchasers to see in
- other sections of by-law set time and repair requirements
- owners need to feel they should keep building clean and respectable
- couple of store fronts would not make changes, staff were given direction to deal with these
- requested direction of council, downtown core move forward with cleaning up store fronts
- sections need to be related to one another i.e. replacing glass
- Heritage attributes
- changes to be made to draft as per comments of council. Director to make changes

**RC2014-152**

**Moved By:** Councillor Hainer  
**Seconded By:** Councillor Osborne

THAT Council receive the final Draft of the Property Standards By-law and forward to the next meeting of Council for adoption.

**CARRIED**

**7.3. Accessibility Advisory Committee Motions - Information Report Operations Department**

CAO reported - Accessibility budget - $25,000; $7,000 in funds available for picnic tables

**RC2014-153**

**Moved By:** Councillor Hainer  
**Seconded By:** Councillor Osborne

THAT Council approve the recommendations set out in the Information Report from the Operations Department regarding the motions made by the Accessibility Advisory Committee at the Committee of the Whole (COTW) meeting on September 16th, 2014, excluding Queen Street parking recommendation.

**CARRIED**
8. OTHER BUSINESS

8.1. Public Meeting Notice County of Perth OP Amendment (Emily Street Easement)

RC2014-154
Moved By: Councillor Van Galen
Seconded By: Councillor Pope
THAT the Public Meeting Notice County of Perth Official Plan Amendment - Perth South property adjacent to Emily Street (Easement) be received as information.

CARRIED

8.2. Thomas Street Traffic

CAO reported in regards to Thomas Street there is no need to change classification of road in Official Plan.
- Camera has monitored truck traffic - loader and combine
- Information relayed to the industry, industry looking for an alternate route
- Repair on Thomas road creating noise, road repaired and improved

8.3. Request for Proclamation - Lung Month in November

RC2014-155
Moved By: Councillor Pope
Seconded By: Councillor Osborne
THAT WHEREAS, in the Town of St. Marys and throughout Ontario, one in five residents lives with lung disease; and

WHEREAS, lung disease is one of the most prevalent, deadly and costly chronic diseases; and

WHEREAS, the Town of St. Marys supports all measures designed to advance and protect the health of its citizens and of Ontarians; and

WHEREAS, to increase awareness of lung health issues and to inform Ontarians about the importance of their lung health, the Ontario Lung Association has designated the month of November Lung Month,

NOW, THEREFORE, I, Steve Grose, Mayor of the Town of St. Marys,

DO HEREBY PROCLAIM November, 2014 as "LUNG MONTH" in the Town of St. Marys.

CARRIED
9. **NOTICE OF MOTIONS** (none)

10. **BY-LAWS**

10.1. **By-law No. 40-14 Mutual Aid By-law**

   **RC2014-156**
   **Moved By:** Councillor Osborne  
   **Seconded By:** Councillor Hainer  
   **THAT** By-law No. 40 of 2014 Being a By-law to Authorize Participation of the Town of St. Marys Fire Department in the County of Perth Mutual Aid Plan be read a first, second and third time, finally passed; signed and sealed by the Mayor and Clerk.

   **CARRIED**

10.2. **By-law No. 41-14 Amendment to Traffic and Parking School Crossing Guards Schedule 9.**

   **RC2014-157**
   **Moved By:** Councillor Pope  
   **Seconded By:** Councillor Hainer  
   **THAT** By-law No. 41 of 2014 Being a By-law to Amend By-law No. 6 of 2014 Being a By-law to Regulate Traffic and Parking within the Limits of the Town of St. Marys be read a first, second and third time, finally passed; signed and sealed by the Mayor and Clerk.

   **CARRIED**

11. **CONFIRMING BY-LAW**

   **RC2014-158**
   **Moved By:** Councillor Hainer  
   **Seconded By:** Councillor Osborne  
   **THAT** By-law No. 42 of 2014 Being A By-Law To Confirm All Actions And Proceedings Of The Council Of The Corporation Of The Town Of St. Marys At Its Regular Meeting Held On September 23rd, 2014 be read a first, second and third time, finally passed; signed and sealed by the Mayor and Clerk.

   **CARRIED**
12. **UPCOMING MEETINGS** - as noted on Agenda

13. **QUESTION PERIOD**

Al Tucker asked about the emergency fire siren, will be out of commission when bell tower taken down.

Director of Recreation and Facilities stated that provisions will be made for siren when bell tower work completed

14. **ADJOURNMENT**

RC2014-159
Moved By: Councillor Hainer
Seconded By: Councillor Winter
That this meeting of Council adjourn at 8:07 p.m.

CARRIED

___________________________
Steve Grose, Mayor

___________________________
Kevin McLlwain, CAO/Clerk
1. **CALL TO ORDER**

Mayor Grose called the meeting to order at 5:15 p.m.

2. **DECLARATIONS OF PECUNIARY INTEREST** – none reported
3. SPECIAL MATTERS OF COUNCIL

3.1. Review of Chimney Project at Town Hall

Mayor Grose stated that he has had questions on what responsibility two groups have-Heritage Committee and Heritage District Committee; and he is requesting a motion to reconsider

RC2014-160

Moved By: Councillor Hainer
Seconded By: Councillor Pope

THAT the motion regarding the repair of the Chimney at the Town Hall passed by Council September 23, 2014 be reconsidered

CARRIED

Recorded Vote Requested by: Councillor Hainer

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Supervisor of Recreation, Operations/Facilities presented drawings: tie backs attached to chimney, rod coming out from side. Diagrams what they will look like fastened back to the roof, will be all engineered blend back into mortar line,

Ministry of Labour have approved scaffolding.

Tie backs are required by current Building Code; were not required at time chimney was built.

Difference in costs is approx. $20,000.00 time and material could be less

Scaffolding is separate cost of $26,000.
Council reviewed the tie-back drawings and engineered plans.

Process of removal and repair and installing tie backs, tie backs are 3/4 inches diameter.

Engineer would have to be built up to today's standards. Proper tie backs had to be engineered.
Comments have been received from those who like to see chimney preserved, Heritage Conservation District Committee.

Director of Cultural Services stated the HCDC commented regarding the Heritage Permit. She provided information for Council on what each committee established for and when they comment HCDC comment on Heritage Permit Application.

Heritage committee have provided comments against removal of chimney.

Situation was emergency, came to council for decision quickly; should consider putting chimney back up with tie backs.

Should rebuild, to be in accordance with Property Standards By-law.

In the future should have joint review by both committees in consultation.

28 feet tall chimney leaning 12 inches to south and 4 inches to west, has moved since filled with concrete, if pushed it moves.

Community players have questioned how much longer not open to public?

5-15 days depending on weather once block is down can re-enter building, reconstruction of the chimney will not keep building closed.

Should be preserved, and repaired part of character and heritage of building. Start with removal on town hall, standards are set for other buildings, how many things are considered non-essential.

Town in support of community player’s locations and rehearsals. Meeting and readdressing on Friday, what timing will be involved. Discussions with goal of getting in by Oct 6-8.

Council have responsibility for the building and will set precedent.
If cannot complete repair would have to be completed in the spring and scaffold would remain in place.

**RC2014-161**

**Moved By:** Councillor Winter  
**Seconded By:** Councillor Pope  
THAT the Chimney at the Town Hall be restored in accordance with the engineered drawings.

CARRIED

4. **CONFIRMING BY-LAW**

**Moved By:** Councillor Hainer  
**Seconded By:** Councillor Pope  
THAT By-law No. 43 of 2014 Being a By-law to Confirm the Proceedings of Council at a Special Meeting held on September 29th, 2014 be read a first, second, third time finally passed and signed by the Mayor and Clerk.

CARRIED

5. **ADJOURNMENT**

**Moved By:** Hainer  
**Seconded By:** Winter  
That this special meeting of Council be adjourned.

CARRIED

_________________________
Steve Grose, Mayor

_________________________
Kevin McLlwain, CAO/Clerk
MINUTES:
OF THE COMMITTEE OF THE WHOLE DAY 1 and DAY 2

October 7, 2014
5:30 P.M.
Council Chambers, Town Hall

Mayor Grose
Councillor Hainer
Councillor Osborne
Councillor Van Galen
Councillor Pope

Regrets:
Councillor McCotter
Councillor Winter

Staff Present:
K. McLlwain, CAO/Clerk
L. Heinbuch, Director of Corporate Services/Deputy Clerk
Trisha McKibbin, Director of Cultural Services
Chad Papple, Director of Operations
Dave Blake, Environmental Coordinator

1. CALL TO ORDER

2. DECLARATIONS OF PECUNIARY INTEREST – none reported

3. APPROVAL OF AGENDA
   3.1. Amendments to Agenda
4. DEPUTATIONS AND PRESENTATIONS

4.1. Murdoch Mysteries Proposal - Greg McMaster, Location Manager, Shaftesbury Murdoch VIII Inc.

Greg McMaster, Murdoch Mysteries was present before Committee he stated the show in its' 8th season had its season premier last night.

Shaftesbury Murdoch VIII Inc has elected to film exterior street scenes on Church St North and Queen St West including interior scenes at 135 Queen St West for a total of one day of filming plus time for preparation prior to and cleanup following filming. Our street work will include horses and carriages, period dressing and actors in costume recreating a Victorian-era street scene. Preparation for our street work will begin the day prior to filming. We have spoken with a number of property owners in the area affected by our work and have, or will shortly be, finalizing agreements to feature their properties.

- Asking for re routing of traffic or with police officers intermittent traffic control. Will be taking up some parking at various times throughout day to have horses and carriages in place, travel with equipment and make up, etc. transport trucks 13 tractor trailers Monday night for Tuesday filming exemption from noise by-law
- maybe casting for background in town, hiring here yet to be confirmed
- October 28th Tuesday date of film, in town on 27th in jewellery store and on street
- trucks would be parking 2 camps: wardrobe, hair/make up and actor trailers; vacant lot Wellington street. base camp
- looking for lot or street to park technical trucks on close to filming area
- will work with town staff to find appropriate spots; understanding and cooperation is the key
- businessesSTORES compensated on loss of profit, gift certificates from certain stores, business to business 21 stores will be affected will be discussing with BIA and store owners
- Save VIA possible photo shoot with actors, cannot speak to that but the actors may be receptive
- need to know as soon as possible
Moved By: Councillor Hainer  
Seconded By: Councillor Osborn  
THAT Committee of the Whole on behalf of Council approve in principle the request from Murdoch Mysteries, Location Manager for filming in the Town of St. Marys, to be carried out in consultation with and in accordance with recommendations of the Director of Operations.  

CARRIED  

4.2. St. Marys Public Library Strategic Plan 2014-2017 - Shannan Sword, CEO St. Marys Library Board  
Shannan Sword, CEO and Cole Atlin Committee member presented to committee the St. Marys Public Library Strategic Plan 2014-2017  

Moved By: Councillor Hainer  
Seconded By: Councillor Osborne  
THAT Committee of the Whole on behalf of Council receive as information the St. Marys Public Library Strategic Plan 2014-2017  

CARRIED  

5. INFORMATION REPORTS  
5.1. Road Assessment Study  
Director of Operations Chad Papple highlighted his report, advising that the study is in draft form, is for review prior to final report being brought forth. Final report will be approximately 200 pages. Parking lots are not included in percentage  
Charts to be enlarged font in final report  

Moved By: Councillor Osborne  
Seconded By: Councillor Hainer  
THAT Committee of the Whole on behalf of Council receive the update regarding the results of a Roads Assessment Study and 10 Year Road Resurfacing and Rehabilitation Program, as prepared by R.J. Burnside and Associates Limited.  

CARRIED
5.2. **Sidewalk Assessment Report**

Director of Operations Chad Papple highlighted his report - physical review of all sidewalks.

**Moved By:** Councillor Osborne  
**Seconded By:** Councillor Hainer  
THAT Committee of the Whole on behalf of Council receive the results of a Sidewalk Assessment Study and 10 Year Repair and Replacement Program, as completed and presented to the Town by R.J. Burnside and Associates  

CARRIED

5.3. **Mill Race Railing**

Director of Operations Chad Papple reviewed his report - highlighted options for railing and natural buffer additional to original report

- Type of railing same as type already in the area  
- decorative or wrought iron 15-20% more to costs  
- heritage area, other types as decorative railings in area, something that is more sympathetic  
- work has been re-scheduled, will not happen this fall, postponed until spring  
- needs to be cleaned up and more shrubbery in the area, when railing is install  
- should be wrought iron, extra cost to be determined, possibly replacing additional to match in the area.

**Moved By:** Councillor Osborne  
**Seconded By:** Councillor Hainer  
THAT Committee of the Whole on behalf of Council receive the update regarding the options discussed about the railing at the Mill Race; AND FURTHER THAT staff bring back report of cost for wrought iron railing installation.

CARRIED
5.4. **Safety Inspections - Water and Wellington Street Bridges**

Director of Operations Chad Papple highlighted report - annual inspections on both structures

- Water Street bridge continues to deteriorate there are no bolts holding crossmembers in place
- estimate $10-15,000 - repairs need to be completed by June of next year.

Committee discussed:

- 5 ton limit and sign, signage up aware increase risk of liability because of knowledge that signs not working
- increased enforcement of by-law, better signage more signage, prevention, deterrents in measures, need to prevent. Possible monitoring with cameras 24 hours
- EA study has been completed data late this year, in spring with options, wrap up of EA in April
- Should fix repair as recommended by engineer, should wait until study prior to taking any action with respect to the bridge
- Upper Thames also involved if the bridge is replaced or rehabilitated depends on level
- Heritage Committee – Director of Cultural Services Trisha McKibbin stated that with respect to height restrictions - do not believe part of their recommendations
- Need to carryout repairs as recommended by engineer
- Cannot enforce tonnage on bridge restrictions, will be responsible if bridge collapses

**Moved By:** Councillor Hainer  
**Seconded By:** Councillor Osborne

THAT Committee of the Whole on behalf of Council receive the update regarding the Safety Inspections performed on both the Water Street Bridge and Wellington Street Bridge on September 10, 2014

**CARRIED**

5.5. **2014 Ministry of Environment Drinking Water Inspection - Results**

Environmental Coordinator Dave Blake presented the 2014 Ministry of Environment Drinking Water Inspection final report with a 93.68% ranking, ultimate target 100% compliance. He advised non-conformance already addressed.
Moved By: Councillor Van Galen
Seconded By: Councillor Pope
THAT Committee of the Whole on behalf of Council receive the update regarding the results of the 2014 Ministry of Environment Drinking Water Inspection Report and the Town of St. Marys Water Inspection Rating for the inspection period of June 2013 – June 2014
CARRIED

5.6. Effluent Loadings St. Marys Wastewater Treatment Plant 2014
Environmental Coordinator Dave Blake presented and reviewed report - staff working to input as much data as possible, strength of materials that are received at the plant. Staff has gone back almost a decade of samples coming into the plant - identified several changes, reviewed loadings, source and trending’s.
Committee reviewed loading, trends and spikes experienced.
Historical reports when last upgrade done to the plant in 2003. Pilot study 2006. 215 is ideal to be able to operate, efficiency is lost as it goes up. Operating at over 400 today requires more energy and chemicals
Effects of loading on waste collection system was discussed
Installation of a pilot program for a microscreen is being investigated.
Surcharge agreements in place to avoid overflow to river and impact on plant and cost. If all industry within max of their agreements plant would operate efficiently. Managing all collective input into the plant.

Moved By: Councillor Pope
Seconded By: Councillor Osborne
THAT Committee of the Whole on behalf of Council receive the update regarding the ongoing assessment of elevated effluent loadings being received at the St. Marys Wastewater Treatment Plant
CARRIED
5.7. **Certificate of Accreditation – External Accreditation Audit**

Environmental Coordinator Dave Blake reviewed report - standard of care for drinking water systems DWQMS plan for system.

OCWA went through process for town system, accreditation and audit, 0 non-conformances.

**Moved By:** Councillor Pope  
**Seconded By:** Councillor Van Galen

THAT Committee of the Whole on behalf of Council receive the update regarding the successful external audit of the Town of St. Marys Drinking Water Operating Authority and their Quality Management System via the third party auditing company, SAI-Global

CARRIED

6. **FORMAL REPORTS**

6.1. **Water Systems By-law**

Environmental Coordinator Dave Blake reviewed the process - staff has been working on by-law for a year, consolidated revised by-law water systems by-law. Draft in July and Public Meeting. Circulated to industry, comment period for number of industries and interested parties. Have heard back from majority, comments on surcharge agreements, and wastewater production agreement.

Staff reviewed comments for inclusion in by-law, working with solicitors to standardize by-law. Current draft has incorporated comments and concerns and also water rates for 2015.

Discussion took place regarding the consolidated draft by-aw, comments received and revisions made to the by-law to address comments. Setting of rates for 5 years.

Richardson foods are in support of the by-law, have not met with others.

Limits of industry surcharge agreement, council can pass agreements higher than by-law, if value is seen by council. This by-law allows staff to operate.
Questioned if rates can be separated from by-law? Would like to see in fees by-law, legal has recommended that it be included in Water Wastewater By-law; does not mean rates cannot be in separate by-law. One industry is in excess of agreement. Averaging came at request of one industry.

Committee discussed the need to meet with industry to discuss everything impacting industry and strategy.

**Moved By:** Councillor Pope  
**Seconded By:** Councillor Hainer  
THAT Committee of the Whole recommend to Council that Council pass and adopt the proposed Water Systems By-law.  

**CARRIED**

**Recorded Vote Requested by:** Councillor Hainer

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<tr>
<th>MEMBER OF COUNCIL</th>
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<th>NAY</th>
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<tbody>
<tr>
<td>Councillor Hainer</td>
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<td>Mayor Grose</td>
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<td>Councillor Pope</td>
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7. **BREAK**  
7:45-7:55 p.m.

8. **OPERATIONAL BOARD REPORTS**  
8.1. **Bluewater Recycling Assoc. - Coun. Osborne**  
Councillor Osborne reported meeting next week.
8.1.1. Bluewater Recycling Association Board Meeting Notes September 2014

Moved By: Councillor Van Galen
Seconded By: Councillor Pope
THAT Committee of the Whole on behalf of Council received the Bluewater Recycling Association Board Meeting Notes dated September, 2014

CARRIED

8.2. Library Board - Mayor Grose, Coun. Hainer, Winter

8.2.1. Library Board Minutes dated June 18, 2014

Shannan Sword CEO Library reviewed the plans for the upstairs renovations at the library use of area for office staff, public meeting room – multiple uses of the space

Moved By: Councillor Van Galen
Seconded By: Councillor Pope
THAT Committee of the Whole on behalf of Council receive as information the Minutes of the Library Board dated June 18, 2014.

CARRIED

8.3. Municipal Liaison Committee - Coun. Hainer, Van Galen

- Meeting November 20th; Perth County Municipal Day hosted in St. Marys’
  November 19th for existing, new councillors and staff.

8.4. Perth District Health Unit - Coun. Van Galen

Councillor Van Galen reported no meeting

8.5. Police Services Board - Mayor Grose, Coun. Winter

Mayor Grose reported on the recent Police Services Board
- summer occurrences
- new contract rates reduction per household in St. Marys’ phased in
- shift changes not an issue coverage is 24/7, response time to the Guardian incident took 17 minutes, an explanation has been requested; if going to take that long to get to a call
- professionals will call in fake call, to divert police force, criminals are not stupid people
- Officers are on duty 24/7
- if there is something else happening already responding will account for delays, gap or delay could result

8.6. Spruce Lodge Board - Coun. Pope, Van Galen
Councillor Van Galen reported there are staffing issues with respect to the government grant.

Requested that this matter be discussed in closed session at end of meeting.

9. ADVISORY AND AD-HOC COMMITTEE REPORTS

9.1. Accessibility Advisory Committee - Coun. Hainer
Councillor Hainer reported meeting rescheduled to November.

9.2. Business Improvement Area - Coun. Pope
Councillor Pope reported annual meeting to be held November 6th.

9.3. CBHFM - Mayor Grose, Coun. Hainer
Councillor Hainer reported that luncheon held in Toronto well attended
Planning process continuing for CBHFM.

9.4. Economic Development Com. - Mayor Grose, Coun. Pope, McCotter
Councillor Pope reported that Krista presented her plan and what she will be doing. The plan is aggressive, having open houses for downtown storefronts – “Ready for Business” Feedback “Doing Business in St. Marys” plan needs to roll out quickly.

9.5. Heritage St. Marys - Mayor Grose, Coun. Osborne
Councillor Osborne reported he was not present at the latest meeting, would answer questions on the minutes presented for April, May and June.
9.5.1. Heritage St. Marys Minutes - April, May and June 2014

Moved By: Councillor Hainer
Seconded By: Councillor Osborne
THAT Committee of the Whole on behalf of Council receive as information the minutes of Heritage St. Marys - April, May and June, 2014.

CARRIED

9.6. Museum Board - Coun. Winter

- no report

9.7. Senior Services Board - Coun. Osborne, Winter

Councillor Osborne reported all programs are extremely well attended, offer a lot of opportunity
- Outreaching - Thames Valley new programs - education and exercising
- Drop-in Coffee program for creative minds
- Christmas Craft show early Nov. full of vendors before advertising


Councillor Van Galen stated he would speak to minutes if any questions

9.8.1. Planning Advisory Committee Minutes dated September 8, 2014

Moved By: Councillor Pope
Seconded By: Councillor Van Galen
THAT Committee of the Whole on behalf of Council receive as information the Planning Advisory Committee Minutes dated September 8 2014

CARRIED
9.9. **Huron Perth Healthcare Alliance Local Advisory Committee - Coun. Hainer**

Councillor Hainer reported on meeting October 2 – provided copy and highlighted summary of minutes, Committee will send out after each meeting.

10. **CLOSED MEETING SESSION**

10.1 **“Personnel Matter” - Spruce Lodge**

**Moved By:** Councillor Van Galen  
**Seconded By:** Councillor Pope  
**THAT Committee of the Whole go into a session at 8:27 p.m. that is closed to the public under the Municipal Act Section 239 (2) subsection (d) labour relations or employee negotiations affecting a local board.**

**CARRIED**

**Moved By:** Councillor Van Galen  
**Seconded By:** Councillor Osborne  
**THAT Committee of the Whole rise from a closed session at 8:31 p.m. with staff being given direction.**

**CARRIED**

11. **UPCOMING MEETINGS**

- Oct. 20 MOE application Green Arc Open House 5:30 p.m. at PRC

12. **ADJOURNMENT**

**Moved By:** Councillor Van Galen  
**Seconded By:** Councillor Osborne  
**THAT the Committee of the Whole meeting adjourn at 8:32 p.m.**

**CARRIED**

_________________________
Steve Grose, Mayor

_________________________
Kevin McIlwain, CAO/Clerk
RECOMMENDATION:

That Council approve the proposed Site Plan Agreement between the Town of St. Marys and Nutreco Canada Inc. (t/a Shur-Gain) for lands described as Part Lot 13, South Boundary Concession, Blanshard as Part 1 on Reference Plan 44R-502, Town of St. Marys, County of Perth, 600 James Street South, St. Marys.

BACKGROUND:

The subject property is designated “General Industrial” in the Town of St. Marys Official Plan and is zoned “General Industrial Zone – M2-1” in the Town of St. Marys Zoning By-law Z1-1997, as amended.

The subject property is the site of the existing facility for Nutreco Canada Inc. (t/a Shur-Gain) which is subject to a Site Plan Agreement with the Town of St. Marys dated February 10, 1999.

The site plan proposal has been reviewed by Town Departments including: Operations, Technology, Heritage, Accessibility, Fire, and Development. In addition to this, the Town’s consulting Engineer has reviewed the site plan with respect to storm water management.

REPORT:

The proponents are proposing to construct a warehouse addition measuring 1,388m². The proponents have submitted an application for a site plan agreement with the Town to ensure that further development of the property is within Town standards and zone provisions established for the property.

The site plan proposal has been reviewed by Town Departments including: Operations, Technology, Heritage, Accessibility, Fire, and Development. In addition to this, the Town’s consulting Engineer has reviewed the site plan with respect to storm water management.

ATTACHMENTS:

1. Site Plan Agreement document and schedules.

OTHERS CONSULTED:

Chad Papple, Director of Operations; Jed Kelly, Manager of Technology; Dave Blake, Environmental Coordinator; Dennis Brownlee, Fire Chief; Susan Luckhardt, Planning Coordinator; Jenna McCartney, Corporate Project Coordinator; Trisha McKibbin, Director of Cultural Services.

Respectfully submitted,

Grant Brouwer
Director of Development Services

Kevin McIlwain
CAO/Clerk
AGREEMENT MADE UNDER SECTION 41 OF THE PLANNING ACT,

THIS AGREEMENT made this __________ day of October, 2014

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

(Hereinafter called the “Town”)

OF THE FIRST PART

AND:

NUTRECO CANADA INC.

(Hereinafter called the “Owner”)

OF THE SECOND PART

WHEREAS the Owner represents that it is the owner of the lands described as Part Lot 13, Concession South Boundary, (Geographic Township of Blanshard); Part 1, 44R-502; S/T R266070, Town of St. Marys and the Township of Perth South, County of Perth, being all of PIN 53245-0104 (LT) all in the Registry Office for the Land Titles Division of Perth (No. 44) (hereinafter referred to as the “Lands”).

AND WHEREAS the Town has enacted a Site Plan Control By-law pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, c. P.13, as amended (“Planning Act”) which By-law affects the Lands;

AND WHEREAS the Owner has applied to the Town for site plan approval under the Planning Act for the development on the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings attached hereto as Schedule “A” pursuant to Subsection 4 of Section 41 of the Planning Act;
AND WHEREAS this Agreement shall be registered against the Lands and the Town shall be entitled to enforce the provisions thereof against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land, in accordance with Subsection 10 of Section 41 of the Planning Act;

NOW THEREFORE WITNESSETH that for the sum of TWO DOLLARS ($2.00) paid to the Town by the Owner (receipt whereof is hereby acknowledged), and in consideration of the Town approving the plans and drawings for the development of “the lands”, the Owner covenants and agrees with the Town to provide, to the satisfaction of and at no expense to the Town, the following:

1. The Owner Agrees that:

   a) all buildings and structures to be erected on the Lands shall be located in accordance with the building locations as shown on Drawing 1 attached hereto as part of Schedule “A”;

   b) access to and from the Lands shall be designed and constructed at the sole risk and expense of the Owner and shall be located and constructed as shown on Drawing 1 attached hereto as Schedule “A”;

   c) internal driveways, vehicle parking areas, and vehicle maneuvering areas and pedestrian ways shall be provided as shown on Drawing 1 attached hereto as part of Schedule “A”;

   d) all services including sanitary sewers and appurtenances, storm sewers and approved storm water management, and water main and appurtenances shall be as shown on Drawing 2 attached hereto as part of Schedule “A”;

   e) all necessary provisions for service connections on the Lands will be made to the satisfaction of the Town;
f) all lighting facilities shall be suitably located and deflected in order to prevent negative impacts on abutting or adjacent properties and shall be located as shown on Drawing 1 attached hereto as part of Schedule “A”;

g) all hydro cables shall be located underground on the Lands;

h) landscaping shall be provided in accordance with details shown on Drawing 2 attached hereto as part of Schedule “A”;

i) trees shall be planted on the Lands to replace those trees removed for the proposed construction as shown on Drawing 2 attached hereto as part of Schedule “A”;

j) all surface treatment of the Lands, including asphalt and grassed areas shall be as shown on Drawing 2 attached hereto as part of Schedule “A”;

k) during construction, the Owner shall provide sediment control fencing located as shown on Drawing 2, Schedule “A”;

l) during construction, the Owner shall provide protection for the existing trees on Town property with fencing to the extent of the drip line;

m) final grade and elevations shall be established to the satisfaction of the Town and shall be in accordance with the grading and elevations as shown on Drawing 2 attached hereto as part of Schedule “A”;

n) the areas for this development on the Lands including driveways, buildings, structures, paved areas, landscaping and lot grading shall be maintained at the sole risk and expense of the Owner on an ongoing basis;

o) any future development on the Lands shall be to Town standards and the provisions of the Town’s Zoning By-law in effect at the time of development;
p) all uses on the Lands and within the buildings on the Lands shall be in accordance with the provisions of the Town’s Zoning By-law Z1-1997, as amended.

2. Schedule “A”, consists of the following drawings:

2.a.1 Drawing One prepared by MTE, Site Development Division dated August 1, 2014, re-issued October 8, 2014 and numbered as A1.1 and having a project number as 38230-200 consisting of one page referred to in this Agreement as Drawing 1; and

2.a.2 Drawing Two prepared by MTE, Site Development Division dated August 1, 2014, re-issued October 8, 2014 and numbered as C2.1 and having a project number as 38230-200 consisting of one page referred to in this Agreement as Drawing 2; and

2.a.3 Drawing Three prepared by MTE, Site Development Division dated August 1, 2014, re-issued October 8, 2014 and numbered as C2.2 and having a project number as 38230-200 consisting of one page referred to in this Agreement as Drawing 3; and

2.a.4 Drawing Four prepared by MTE, Site Development Division dated August 2014, issued September 18, 2014 and numbered as A3.0 and having a project number as 38230-200 consisting of one page referred to in this Agreement as Drawing 4.

3. Schedule “A”, as described in paragraph 2. above and attached hereto shall form part of this Agreement.

4. The Owner shall enter into a Separate Agreement for electricity with Festival Hydro Inc.

5. The fire routes and entrances to all buildings and structures shall be kept clear of any obstructions including snow accumulation.
6. The Owner agrees that the abutting street(s) to be used for access during construction shall be kept in good and usable condition during the said construction and all necessary care will be taken to see that mud and soil is not tracked or pulled onto any public street or sidewalks. If damaged or muddied, such streets or sidewalks shall be restored and/or cleaned up by the Owner at his own expense. The Owner acknowledges that he has the responsibility to correct or clean muddied streets used for access during construction. If the Owner fails to complete said work, then the provisions of paragraph 9 of this Agreement shall apply.

7. Minor adjustments to the requirements of this Development Agreement may be made subject to the approval of the Town provided that the spirit and intent of the Agreement is maintained. Such minor adjustments shall not require an amendment to this Agreement; however, the written approval of the Town is required before such minor adjustments can be made.

8. Nothing in this Agreement constitutes a waiver of the obligation of the Owner to comply with the Zoning By-law of the Town, Ontario Building Code or any other By-laws of the Town or any restrictions or regulations lawfully imposed by any other authorities having jurisdiction in connection therewith.

9. In the event of the failure by the Owner to comply with any of the provisions of this Agreement, the Town, its servants or agents, on seven (7) days notice in writing to the Owner of its intention and forthwith in the case of any emergency, shall at its sole discretion have the right to rectify such failure to comply to its satisfaction and recover the expense incurred by the Town in a like manner as municipal taxes.

10. The Owner agrees to deposit with the Town a refundable security deposit in the amount of Ten Thousand Dollars ($10,000.00) at the time of application for a building permit so as to ensure due performance of the requirements of this Agreement and to repair damaged public services including curb, road and sidewalk. The security deposit shall be refunded without interest or penalty when the Owner’s architect or engineer provides a certificate to the Town that the conditions of this Agreement have been completed and any damaged public
services have been repaired to the satisfaction of the Town. Furthermore, the Owner agrees to deposit with the Town, at the time of application for building permit, a refundable security deposit in the amount of Five Thousand Dollars ($5,000.00), for landscaping as outlined in paragraphs 1(h) and 1(i). The security deposit shall be refunded without interest or penalty when the Owner’s Landscape architect or engineer provides a certificate to the Town that the landscaping, for which the deposit covered, has been completed in accordance with this agreement.

11. If any notice is required to be given by the Town to the Owner in respect to this Agreement, such notice shall be sent by registered mail, registered courier or delivered personally by the Town’s employee or its agent to:

Clancy Mulholland
Nutreco Canada Inc.
150 Research Lane, Suite 200
Guelph, ON N1G 4T2

or to such other addresses of which the Owner has notified the Town in writing, and any such notice mailed, sent or delivered shall be deemed good and sufficient notice under the terms of this Agreement.

12. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement.

13. This Agreement shall be registered against the Lands by the Town and all costs associated with the said registration shall be the responsibility of the Owner. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors, administrators and assigns.

14. Execution of this Agreement shall be deemed to be authorization by all parties to legal counsel for the Town to register same in the appropriate Land Titles Office without further written authorization.
15. The failure of a Party at any time to require performance by the other Party of any obligation under this Agreement shall in no way affect the first Party’s right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

16. The parties hereto covenant and agree that at all times and from time to time hereafter upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement including any amendments to this Agreement required to effect the registration of this Agreement.

17. The parties hereto acknowledge and agree that this agreement is further to and does not remove any of the Owner’s obligations under any prior Agreements.

18. The Owner agrees on behalf of itself and its heirs, executors, administrators, successors and assigns to indemnify the Municipality from all losses, damages, costs, changes and expenses which may be claimed or recovered against the Municipality by any person or persons arising either directly or indirectly as a result or any action taken by the Owner pursuant to this agreement.

19. The Owner hereby covenants and agrees to save harmless the Municipality from any loss whatsoever arising out of or pursuant to the execution of this Agreement and the issuing of a building permit whether final or conditional for any construction on the Lands. This indemnification shall apply to all claims, demands, costs and expenses in respect to the development of the Lands as set out in this Agreement.
IN WITNESS WHEREOF the Owner has hereunto set its hand and seal and the
Town has hereunto affixed its corporate seal under the hands of its Mayor and
Clerk.

Dated this _______ day of October, 2014.

NUTRECO CANADA INC.

Per: _____________________________________
    Clancy Mulholland

Per: _____________________________________
    Andre van Deelen

“We have the authority to bind the Corporation.”

Dated this _______ day of October, 2014.

THE CORPORATION OF THE TOWN OF ST. MARYS

Per: _____________________________________
    Mayor: Steve Grose

Per: _____________________________________
    Clerk/CAO: Kevin McIlwain

“We have the authority to bind the Corporation.”
NOTES TO DEVELOPMENT AGREEMENT

1. It is the Owner’s responsibility to fulfill the obligations contained in this Development Agreement. It is also the Owner’s responsibility to submit a request for the refund of deposits in writing when all of the work has been completed to the standards of this Development Agreement.

2. The Owners shall enter into a separate agreement for electricity with Festival Hydro Inc. Festival Hydro 187 Erie Street, PO Box 397 Stratford, ON N5A 6T5, 519-271-4703.

3. That any sign erected on the subject property shall be in conformity with the Town’s current sign by-law. The Owner shall apply for a separate sign permit.

4. That any waste generated at this location shall conform to the Town’s current waste by-law.
SCHEDULE “A”

Drawings

Attach Drawings 1, 2, 3 and 4 as per Section 2 of the Development Agreement
BY-LAW NUMBER 44 OF 2014

CORPORATION OF THE TOWN OF ST. MARYS

BEING A BY-LAW TO TO AUTHORIZE A SITE PLAN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF ST. MARYS AND NUTRECO CANADA INC. FOR LANDS DESCRIBED AS PART LOT 13, CONCESSION SOUTH BOUNDARY, (GEOGRAPHIC TOWNSHIP OF BLANSHARD); PART 1, 44R-502; S/T R266070, TOWN OF ST. MARYS AND THE TOWNSHIP OF PERTH SOUTH, COUNTY OF PERTH.

AUTHORITY: Planning Act, R.S.O. 1990, c. P13, as amended, Section 41.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ST. MARYS hereby enacts as follows:

1. THAT the Mayor and Clerk are authorized to execute a site plan agreement between the Town of St. Marys and Nutreco Canada Inc. and to affix thereto the corporate seal.

Read a first and second time this 21st day of October, 2014.

Read a third and final time and passed this 21st day of October, 2014.

______________________________
Steve Grose, Mayor

______________________________
Kevin McIlwain, CAO/Clerk
BY-LAW NUMBER 45 OF 2014

CORPORATION OF THE TOWN OF ST. MARYS

BEING A BY-LAW TO APPROVE THE AMENDED TERMS OF OWNERSHIP AS ACCEPTED BY ST. MARYS CEMENT INC. (CANADA), AND BASEBALL HALL OF FAME AND MUSEUM (ST. MARYS) INC. (ALSO KNOWN AS THE CANADIAN BASEBALL HALL OF FAME AND MUSEUM).

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ST. MARYS hereby enacts as follows:

1. Council hereby approves of the amended terms of ownership of the lands legally described as Part of Lot 35 Concession Thames, Part of Lots 20 and 21, Concession 17, Geographic Township of Blanshard; Parts 1, 2, 3, and 4 S/T ROW over Part 3 on plan 44R-4130 in R238806; Parts 1, 3 & 4 on Plan 44R-4130 S/T R361747, Town of St. Marys, Province of Ontario, being all of property identification number 53245-0004 (LT) (“Donated Lands”) as described in Schedule “A” attached hereto.

2. That the acceptance of the amended terms of ownership of the Donated Lands by both St. Marys Cement Inc. (Canada) and Baseball Hall of Fame and Museum (St. Marys) Inc. (also known as the Canadian Baseball Hall of Fame and Museum) in the form of acceptance attached as Schedule “A” to this by-law is approved.

3. That the Town’s solicitor is hereby authorized and directed, on behalf of the Council of the Corporation of the Town of St. Marys, to cause a copy of this by-law to be registered against the properties described in Schedule “A” attached hereto in the proper registry office.

4. That Schedule “A” attached hereto shall form part of this by-law.

Read a first and second time this 21st day of October, 2014.

Read a third and final time and passed this 21st day of October, 2014.

______________________________
Steve Grose, Mayor

______________________________
Kevin McLlwain, CAO/Clerk
Description of Lands:

The lands legally described as Part of Lot 35 Concession Thames, Part of Lots 20 and 21, Concession 17, Geographic Township of Blanshard; Parts 1, 2, 3, and 4 S/T ROW over Part 3 on plan 44R-4130 in R238806; Parts 1, 3 & 4 on Plan 44R-4130 S/T R361747, Town of St. Marys, Province of Ontario, being all of property identification number 53245-0004 (LT)
BY-LAW NUMBER 46 OF 2014

CORPORATION OF THE TOWN OF ST. MARYS

BEING A BY-LAW TO PROVIDE FOR THE REGULATION OF WATER SUPPLY AND WASTEWATER AND STORM WATER COLLECTION IN THE TOWN OF ST. MARYS.

WHEREAS The Corporation of the Town of St. Marys is a single tier municipality;

AND WHEREAS pursuant to subsection 10(1) of the Municipal Act, 2001 S.O. 2001, c. 25, as amended, a single tier municipality may pass by-laws respecting any service or thing that it considers necessary or desirable for the public;

AND WHEREAS pursuant to paragraph 10(2) 7 of the Municipal Act, 2001 S.O. 2001, c. 25, as amended, a single-tier municipality may pass by-laws respecting any service or thing that it considers necessary or desirable for the public;

AND WHEREAS pursuant to paragraph 10(2) 5 of the Municipal Act, 2001 S.O. 2001, c. 25, as amended, a single-tier municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality;

AND WHEREAS pursuant to paragraph 10(2) 6 of the Municipal Act, 2001 S.O. 2001, c. 25, as amended, a single-tier municipality may pass by-laws respecting health, safety and well-being of persons;

AND WHEREAS The Corporation of the Town of St. Marys has constructed and now operates and maintains a water works distribution system;

AND WHEREAS the Council of The Corporation of the Town of St. Marys deems it expedient to make certain rules and regulations for the operation of the water works distribution system;

AND WHEREAS the Council of The Corporation of the Town of St. Marys deems it expedient to regulate the discharges and connections to the Town’s wastewater collection, wastewater treatment, and storm water systems;

AND WHEREAS Part III of the Municipal Act, 2001 S.O. 2001, c. 25, as amended, gives specific powers to the Town in relation to public utilities, including but not limited to the power to enter onto land to which it supplies the public utility and the power to shut off the public utility;

AND WHEREAS pursuant to section 20(1) of the Safe Drinking Water Act, S.O. 2002, c. 32, as amended, it is an offense to cause or permit anything to enter a drinking-water system if it could result in a drinking-water health hazard, a contravention of a prescribed standard, or the interference with the normal operation of the system;

AND WHEREAS Section 391(1) of the Municipal Act, 2001 S.O. 2001, c. 25, as amended, provides that the municipality may pass by-laws imposing fees or charges on persons for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board, and for the use of its property;

AND WHEREAS s. 11(1) of the Safe Drinking Water Act, S.O. 2002, c. 32, as amended, requires every owner of a municipal drinking water system, amongst other things, to ensure that all water provided by the system to the point where the system is connected to a user’s plumbing system meets the requirements of the prescribed drinking-water quality standards;

AND WHEREAS Part 7 of the Ontario Building Code. Reg. 332.12 requires potable water systems to be protected from contamination;

NOW THEREFORE BE IT ENACTED by The Council of the Corporation of the Town of St. Marys as follows:
# WATER SUPPLY BY-LAW

## BY-LAW INDEX

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Part 1

General Administration

Water Systems By-Law
(Water, Wastewater & Storm water)
Section 1
Definitions

1.1 Definitions
In this By-Law:

“Accessible” means the means, opportunity, and openness to approach for the purposes of inspection, maintenance, removal and installation.

“Accurate” means conforming exactly or almost exactly to fact or to a standard, or performing with total accuracy determined by plus or minus 3 percent. The term “Inaccurate” has the reflective opposing meaning.

“Accredited Laboratory” means any laboratory accredited by an authorized accreditation body in accordance with a standard based on “CAN-P-1585: Requirements for the Accreditation of Environmental Testing Laboratories” established by the Standards Council of Canada, as amended, or “ISO/IEC/EN 17025: General Requirements for Competence of Calibration and Testing Laboratories” established by the International Organization for Standardization, as amended.

“Acute Hazardous Waste Chemicals” means a material which is an acute hazardous waste chemical as defined by O. Reg. 347 made under the Environmental Protection Act, R.S.O 1990, c. E. 19.

“Authorized Functions List” means the list of functions and the persons authorized to carry out such functions as set out in Schedule “B” of this By-law.

“AWWA” means the American Water Works Association.

“Backflow” means the flowing back or the reversal of the normal direction of flow.

“Backflow Preventer” or “Backflow Prevention Device” means a device or method that prevents Backflow in a water distribution system and includes a reduced pressure principle assembly, dual check valve, double check valve and the like.

“Base Rate Charge-Wastewater” means the Bi-Monthly infrastructure connection charge for Wastewater as set out in Schedule “A”.

“Base Rate Charge-Water” means the Bi-Monthly infrastructure connection charge for Water as set out in Schedule “A”.

“Bi-Monthly” means every two months.

“Biochemical Oxygen Demand (BOD)” means the five-day BOD which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand) as determined by the appropriate procedure in Standard Methods.

“Biomedical Waste” means biomedical waste as defined in the Ontario Ministry of the Environment Guideline C-4 entitled The Management of Biomedical Waste in Ontario dated November 2009, as amended from time to time.

“ Blowdown Water” means recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system.

“Bulk Water” means Water that is conveyed and dispensed from a transport vehicle approved by the Manager of Water and Wastewater Services.

“Certified Tester” or “Tester” means a person who is certified as a tester of Backflow Preventers.

“Chemical Oxygen Demand (COD)” means a measure of the capacity of water to consume oxygen as a result of oxidation of inorganic chemicals and decomposition of organic matter.

“Chief Building Official” means the chief building official appointed by the Town or his or her designate.

“Clear Water Waste” means Cooling Water and other water that has not come into contact with Wastewater contaminant sources.

“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.

“Compliance Program” means the necessary steps undertaken by a discharger to bring wastewater discharged into the municipal sewer into compliance with the terms and conditions of this Bylaw or related permit.

“Composite Sample” means a volume of Wastewater, Water, storm water, Uncontaminated Water, clear water or effluent made up of three or more Grab Samples that have been combined automatically or manually and taken at intervals during the sampling periods.

“Connection” or “Drain” means that part or those parts of any pipe or system of pipes leading directly to a Wastewater Works.

“Cooling Water” means water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product or finished product, but does not include Blowdown Water.

“Council” means council for the Town.

“Cross Connection” means any actual or potential connection between a Potable Water supply or system and any source of pollution or contamination and includes any jumper connection, removable section of pipe, swivel or changeover device and any other temporary or permanent connecting arrangement through which Backflow may occur.

“Cross Connection Survey” means the form attached as Schedule “C” of this by-law.


“Customer” means any person who receives Utility Services from the Town.

“Dental Amalgam” means a dental filling material consisting of an amalgam of mercury, silver and other materials such as copper, tin or zinc.

“Dental Amalgam Separator” means any technology, or combination of technologies, designed to separate Dental Amalgam particles from dental operation Wastewater.

“Drinking Water” means:

a) water intended for human consumption; or,

b) water that is required by an Act, regulation, order, municipal by-law or other document issued by the authority of an Act;

i. to be potable; or,

ii. to meet or exceed the requirements of the prescribed drinking water quality standards;

“Drinking Water System” means a system of works, excluding plumbing that is established for the purpose of providing Users of the system with Drinking Water and that includes:
a) any thing used for the collection, production, treatment, storage, supply or distribution of Water,

b) any thing related to the management of residue from the treatment process or the management of the discharge of a substance into the natural environment from the treatment system; and,

c) a well or intake that serves as the source or entry point of raw water supply for the system.


“Emergency” means a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate the loss of, or damage to, life, health, property, or essential public services.

“External Use of Water” or “External Water Use” means the use of Water for any purpose outside the walls of any Building.

“Flow Monitoring Device” means an instrument or device for monitoring, measuring, or recording the rate of flow, pressure, or discharge of a liquid, as approved by the Town.

“Flow Monitoring Point” means an access place to the sewer service for the purpose of:

a) Measuring the rate or volume of Wastewater, storm water, Clear Water Waste or Subsurface Water released from the Premises; and

b) Collecting representative samples of the Wastewater, storm water, Clear Water Waste or Subsurface Water released from the Premises.

“Fire Service Main” means a pipe and its appurtenances that are connected to a source of water and that are located on a property:

a) between the source of water and the base of the riser of water-based fire protection system;

b) between the source of water and inlets to foam making systems;

c) between the source of water and the base elbow of private hydrants or monitor nozzles;

d) as fire pump suction and discharge piping not within a Building; or,

e) beginning at the inlet side of the check valve on a gravity or pressure tank.

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

“Good repair” means

a) in good working order;

b) not in poor condition by reason of deterioration, neglect, damage or defacement;

c) able to perform its intended function; and

d) protected from freezing.

“Grab Sample” means a volume of Wastewater, storm water, Uncontaminated Water or effluent which is collected over a period not exceeding 15 minutes.

“Groundwater” means water beneath the earth’s surface accumulating as a result of seepage.

“Hauled Wastewater” means waste removed from a Wastewater system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet or a Wastewater holding tank.

“Hazardous Substances” means:
a) Any substance or mixture of substances, other than a Pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity; and

b) Any substance that is designated as a hazardous industrial waste, hazardous waste, or hazardous waste chemical within the meaning of O. Reg. 347 of the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended from time to time.

“Ignitatable Waste” means a substance that:

a) Is a liquid, other than an aqueous solution containing less than 24 percent alcohol by volume and has a flash point less than 93 degrees Celsius, as determined by the Tag Closed Cup Tester (ASTM D-56-97a), the Setaflash Closed Cup Tester (ASTM D-3828-97 or ASTM D-3278-96e1), the Pensky-Martens Closed Cup Tester (ASTM D-93-97), or as determined by an equivalent test method;

b) Is a solid and is capable, under standard temperature and pressure, of causing fire through friction, absorption of moisture or spontaneous chemical changes and, when ignited, burns so vigorously and persistently that it creates a danger;

c) Is an ignitable compressed gas as defined in the regulations under the Transportation of Dangerous Goods Act, 1992, S.C. 1992, as amended; or as amended; or


“Industry” means any owner or operator of industrial Premises from which there is a discharge of any matter directly or indirectly into the Town’s Sanitary Sewer, combined sewer, or Storm Sewer.

“Institution” means a facility, usually owned by a government, operated for public purposes, such as schools, universities, medical facilities (hospitals, nursing stations, nursing homes), museums, prisons, government offices, military bases. Some of these facilities produce non-residential discharges to sewers from, for example, laboratories, chemical use, and industrial processes, and “Institutional” has a corresponding meaning.

“Limited Water Audit” in relation to a Wastewater Reduction Agreement, means the analysis of water use processes and the calculation of Wastewater discharge to the Town’s Wastewater collection system, in accordance with minimum requirements established by the Manager of Water and Wastewater Services.

“Manager of Water and Wastewater Services” means the Town’s manager having managerial oversight of water, wastewater and storm water services within the Town, as may be appointed by Council for the Town or assigned by the Town’s Chief Administrative Officer, and includes the Manager of Water and Wastewater Services’ duly authorized representatives and as the context requires, all persons authorized to act under the Manager of Water and Wastewater Services’ direction.

“Minor Hazard” means any Cross Connection or potential Cross Connection that constitutes only a nuisance, with no possibility of any health risk, and which is identified as a minor hazard connection by the CSA Standards.

“Moderate Hazard” means any Minor Hazard that has a low probability of becoming a severe hazard, and which is defined as a moderate hazard connection by the CSA Standards.

“Monitoring Access Point” means an access point, such as a chamber, in a private sewer connection to allow for observation, sampling and flow measurement of the Wastewater, Uncontaminated Water or storm water therein.

“Municipal Booster Station” means the Town’s booster station located at 317 James Street South, St. Marys, Ontario.

“Municipal Sewer Connection” means the part of any Drain leading from the private sewer connection and connected to the municipal sewer and located within the limits of the public Road Allowance, or other public lands or public land interests held for sewerage purposes.

“Non-Emergency” means any small scale, routine maintenance or repairs.

“Occupant” includes an Owner of a Premises where that Owner resides or carries on business within the Premises, and includes any person or corporation residing or carrying on a business within the Premises either as a lessee or licensee.
**Oil and Grease** means n-Hexane extractable matter as described in Standard Methods.


**Operating Authority** means the active operating authority for the St. Marys Drinking Water System.

**Owner** means any person, partnership or corporation that is the registered owner of the Premises or any agent thereof, a person entitled to a limited estate in land, a trustee in whom land is vested, a committee of the estate of a mentally incompetent person, an executor, and administrator or a guardian.

**Pathological Waste** means pathological waste as defined by O. Reg. 347 of the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended from time to time.

**Polychlorinated Biphenyl (PCB)** means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them.


**Premises** means land or property with or without Buildings.

**Premises Isolation** means isolation of the water located within the Building or structure from the Town’s water supply.

**Pre-treatment** means the reduction, elimination or alteration of pollutants in Wastewater prior to discharge into the Sanitary Sewer. This reduction or alteration can be obtained by physical, chemical, or biological processes, through pollution prevention, or by other means, except by diluting the concentration of the pollutants.

**Radioactive Waste** means substances defined in the federal Nuclear Safety and Control Act, S.C. 1997, c. 9, and the regulations passed there under, as amended from time to time.

**Reactive Waste** means a substance that:
a) Is normally unstable and readily undergoes violent changes without detonating;
b) Reacts violently with water;
c) Forms potentially explosive mixtures with water;
d) When mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
e) Is a cyanide or sulphide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
f) Is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement;
g) Is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure; or
h) Is an explosive (Class 1) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992, S.C. 1992, as amended.

**Road Allowance** means land dedicated to the Town or the Province of Ontario for a public highway.

**Sampling Port** means a valve, tap, or similar device on equipment, a drain pipe or at another suitable location, to allow for sampling, consistent with technical guidelines that the Town may establish from time to time.

**Sanitary Sewer** means a sewer for the collection and transmission of domestic or industrial wastewater or any combination thereof, and includes the Town’s Sanitary Sewer.

**Severe Hazard** means any Cross Connection or potential Cross Connection involving any substance that could be a danger to health and which is identified as a severe hazard connection by the CSA Standards.
"Spill" means a direct or indirect discharge into the Wastewater Works, Storm Sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge.

"Standard Methods" means a procedure or method set out in Standard Methods for the Examination of Water and Wastewater published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation, recent or latest edition or approved in writing by the Manager of Water and Wastewater Services.

"Storm Sewer" means a sewer for the collection and transmission of Uncontaminated Water, storm water, drainage from land or from a Watercourse or any combination thereof but excluding any portion of a combined sewer works.

"Subsurface Water" means Groundwater, including foundation drain water.

"Testable" means the ability to conduct tests to determine if a device is functioning properly.

"Total Suspended Solids TSS" means insoluble matter in liquid that is removable by filtration, as determined by the appropriate procedure described in Standard Methods.

"Total Polycyclic Aromatic Hydrocarbons" or "PAH" means the total of all of the following PAHs:

- Acenaphthene
- anthracene
- enzo(bj)fluoranthene
- Chrysene
- Fluoranthene
- indeno(1,2,3-cd)pyrene
- naphthalene
- pyrene
- acenaphthylene
- benzo(a)anthracene
- benzo(g,h,i)perylene,benzo(k)fluoranthene
- dibenzo(a,h)anthracene
- Fluorine
- Methylnapthalene
- Phenanthrene
- enzo(a)pyrene

"Town" or "St. Marys" means The Corporation of the Town of St. Marys, and includes its employees, servants, and agents

"Uncontaminated Water" means water with a level of quality which is typical of Potable Water normally supplied by the Town.

"Usage Charge-Wastewater" means the Bi-Monthly charge for Wastewater discharge as based on Water use measured by the Water Meter and as set out in Schedule “A”.

"Usage Charge-Water" means the Bi-Monthly charge for Water use as measured by the Water Meter and as set out in Schedule “A”.

"User" includes the applicant for Utility Services and includes an Owner, Occupant or lessee, or any other person or company to whom water is supplied by the Town and to whom accounts are sent for water supplied to the Premises.

"Utility Service" includes Water services, Wastewater services, storm water services, and related utility services.

"Wastewater" means the composite of water and water-carried wastes from residential, commercial, industrial or Institutional Premises or any other source, and includes sewage.

"Wastewater Works" means any works for the collection, transmission, treatment and disposal of wastewater, storm water or Uncontaminated Water, including a combined sewer, Sanitary Sewer or Storm Sewer, or any part of such works, but does not include plumbing or other works to which the applicable Building Code applies.

"Water" or "Potable Water" means water that is safe for human consumption.

"Water System" includes a Water service pipe, a private Water supply, a Water distribution system, a fire hydrant, Fire Service Main or parts of any of them.
"Water Meter" or "Flow Measuring Device" means a meter installed within a Premise to record the amount of Water supplied to such Premises by the Town.

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

Section 2
Applications for Utility Service

2.1 Application(s) and Payment(s)

2.1.1 Application(s)
Before Utility Service is supplied to any Premises, the Owner or Occupant shall make application to the Town for the supply of such Utility Service. Such application shall be to the satisfaction of the Manager of Water and Wastewater Services, and shall include, without limitation, the desired location and size of service pipe and meter required, fixtures to be supplied or quantity of Water, Wastewater and storm water service required, the use or class of occupancy of the Premises, and any other information which would aid the Town in providing an adequate Utility Service.

2.1.2 Payment Requirements
The Owner or Occupant shall pay to the Town the charge for the Utility Service connection and related works, including but not limited to all professional and construction fees, and as set out in section 8.1.6 of Schedule “A” of this By-law, and the Town shall, at the expense of the Owner, furnish or arrange to be furnished the labour and materials necessary for the installation of the Utility service connection and related works.

2.2 Payment for Service(s)
The installation of a Utility Service connection will not be arranged, scheduled or commenced until the application and payment referenced in Section 2.1 has been completed and received by and to the satisfaction of the Manager of Water and Wastewater Services.

2.3 Payment Options
The Owner or Occupant may pay the charges required by sections 2.1 and 2.2 either as a lump total sum or in ten equal annual instalments including interest in accordance with the 10-year financing rate for local improvements.

2.4 Site Access
The Owner or Occupant shall make arrangements with the Town to allow the Town, or their designate access to the Premises in furtherance of any work related to the installation of a Utility Service connection and related works.

2.5 Limitations
The Town shall not be liable for an inadequate Utility Service connection or the improper installation of the Utility Service connection resulting from mistaken, false, incorrect, or a lack of information supplied by the Owner or Occupant within the original application.

2.6 Agreement
By accepting the supply of Utility Service from the Town, the Owner or Occupant agrees to abide by the rules, regulations, standards and rate schedules of the Town as they now exist or as they hereinafter may be amended, and the Owner or Occupant shall abide by the rules, regulations, standards and rate schedules of the Town as they now exist or as they hereinafter may be amended.
Section 3
 Operations, Responsibilities and Improvements

3.1 Utility Service Supply

3.1.1 Water Service Supply
The Town uses reasonable diligence in providing a standard and uninterrupted supply, pressure and quality of Water, however does not guarantee a constant service, pressure, quality or supply of Water and the Town is not liable for damages to the Owner, Occupant, or Customer caused by the breaking of any Water service pipes or attachments, or for the shutting off of Water to perform maintenance work to the system resulting in lost time, or damage to Owners, Occupants, or Customers of Premises.

The Town does not guarantee:

a. Any pre-determined Water pressure or flow from the Water System or any temporary Water service;
b. Any level of service of Water pressure or flow that may be used for private fire suppression systems or any other systems; and / or,
c. That Water supplied be free of colour or turbidity.

3.1.2 Wastewater and Storm Water Service Supply
The Town uses reasonable diligence in providing a standard and uninterrupted collection of Wastewater and storm water, however does not guarantee a constant service and the Town is not liable for damages to the Owner, Occupant or Customer caused by the interruption of service, or by the temporary blockage of Wastewater, or by the performance of maintenance work to the system resulting in lost time, or damage to Owners, Occupants, or Customers of Premises.

3.2 Frozen Utility Service Pipes

3.2.1 Frozen Water Service Pipes
Owners of a Premise shall ensure that all private Water service pipes, the private Water System and private Fire Service Mains on said property or Premises are protected from freezing.

3.2.2 Frozen Wastewater Service Pipes
Owners of a Premise shall ensure that all private Wastewater collection pipes on said property or Premises are protected from freezing.

3.3 Frozen Service – Responsibilities

3.3.1 Frozen Water Service – Responsibilities
An Owner of Premises shall be responsible for any damage to any private Water service pipe, private Water System, private Fire Service Main on that Owner’s property caused by freezing. Any water loss or water discharged as a result of a leak in a frozen water service pipe, private Water System or private Fire Service Main shall be the responsibility of said Owner and payable to the Town. Thawing out frozen private water service pipes shall be the Owners responsibility, in addition to any fees and costs resulting from maintenance or repairs incurred due to damage from freezing.

3.3.2 Frozen Wastewater Service – Responsibilities
An Owner of Premises shall be responsible for any damage incurred as a result of any private Wastewater service pipe or private Wastewater system on that Owner’s property caused by freezing. Any Wastewater discharged as a result of a leak in a frozen Wastewater service pipe or private system shall be the responsibility of the Owner and payable to the Town. Thawing out frozen private Wastewater service pipe shall be the Owners responsibility, in addition to any fees resulting from maintenance or repairs incurred due to damage from freezing.
3.4 Water Service Leaks - Responsibilities
All Water supply pipes and appurtenances from a Building to the Town’s corporation stop shall be the sole responsibility of the Owner or Customer. The Town will not be responsible or liable for any disruption in service, or damage incurred as a result of interferences within the Water supply pipes or appurtenances.

3.5 Sanitary Services (Gravity) - Responsibilities
All Sanitary Sewer pipes and appurtenances from a Building to the property line of the Premises shall be the sole responsibility of the Owner or Customer. The Town will not be responsible or liable for any disruption in service, or damage incurred as a result of interferences within these Sanitary Sewer pipes and appurtenances. The Town requires CCTV camera inspections to be completed to determine who may be responsible for the repairing and the cost of repairs of the Sanitary Sewer system. In addition to the being responsible for the cost of repairs of the Sanitary Sewer system, in the event of a Sanitary Sewer blockage, the Owner or Customer shall pay the applicable charges as set out in section 8.3.1 of Schedule “A” to this by-law in respect of an emergency after hours call to the Operating Authority, and the applicable charges as set out in section 8.3.2 of Schedule “A” to this by-law in respect of CCTV camera inspections of the Sanitary Sewer.

3.6 Sanitary Services (Private Force Mains) - Responsibilities
All private force mains servicing one Premise shall be the sole responsibility of the Owner or Customer of the Premises. The Town will not be responsible or liable for any disruption in service, or damage incurred as a result of the operation of these force mains. The care and maintenance of these private force mains shall be the Owner’s or Customer’s responsibility, in addition to any fees resulting from maintenance or repairs incurred up to the discharge location to the Town’s gravity Wastewater collection system.

3.7 System Upgrades, Additions and Improvements
All upgrades, construction improvements and system additions to the Town’s Water System or the Town’s Wastewater Works shall be approved in writing by the Town and all work shall conform to the Town’s construction standards for the Water System and the Wastewater collection system.

Section 4
Charges and Payments

4.1 Water Charges
Every Customer or Owner of a Premises in the Town that receives Water shall pay Water charges consisting of a fixed Base Rate Charge-Water and a Usage Charge-Water as defined in this by-law, and as set out in section 1.0 of Schedule “A” of this by-law, as amended from time to time.

4.2 Wastewater Charges
Every Customer or Owner of a Premises in the Town that receives Wastewater services shall pay Wastewater services charges based on Water use, and consisting of a fixed Base Rate Charge-Wastewater and a Usage Charge-Wastewater as defined in this by-law, and as set out in section 2.0 of Schedule “A” of this by-law, as amended from time to time.

4.2.1 Wastewater Charges – Wastewater Connection Only
Notwithstanding section 4.2 of this by-law, residential Premises with Wastewater connections only shall be billed at the rate as set out in section 6.0 of Schedule “A” of this by-law.

4.3 Storm water Charge
Every Customer or Owner of a Premises in the Town that produces storm water shall pay the storm water charges consisting of a fixed charge as defined in this by-law and as set out in section 3.0 of Schedule “A” of this by-law, as amended from time to time.
4.3.1 Late Payment Charge
When an account is not paid by the due date stated on the bill, a late payment charge, as indicated in section 5.0 of Schedule “A” of this by-law, will be assessed to the account.

4.4 Meter Reading and Billing Period
Water Meters are read Bi-Monthly, however may be read at different period intervals at the sole discretion of the Town. The bill shall be deemed to be served upon the Customer or Owner if it is delivered or sent by mail to the Premises or property address supplied by the Customer or Owner.

4.5 Priority Lien of Fees and Charges
Any and all fees and charges under this by-law shall be a priority lien and charge upon the land of the Owner.

4.6 Non-Payment and Outstanding Balance on Account
Any and all fees and charges under this by-law remaining due and owing shall be deemed to be in arrears and may be collected in accordance with the Municipal Act, 2001 and may be added to the tax roll against the Premises in respect of which the Utility Service was supplied, and collected in like manner as taxes.

4.7 Rate Change – Change during Billing Period
Should Water, Wastewater or storm water rates and charges, or any combination thereof change during a billing period, the fixed Base Rate Charge-Water, Base Rate Charge-Wastewater, Usage Charge-Water, Usage Charge-Wastewater, and storm water charge shall be prorated for the billing period.

4.8 Disconnection on Failure to Pay
(a) If the Customer or Owner of a Premise omits, neglects or refuses to pay any bill when rendered in respect of Utility Services supplied to such Premises, the Town may, at its discretion and in addition to any other provision of this by-law, shut off or restrict the supply of the Utility Services to the Premises.
(b) Without limiting 4.8(a), if the Customer or Owner of a Premise omits, neglects or refuses to pay any Wastewater services charge, and the Wastewater services charge is based on the supply of Water to the Premises, the Town may shut off or restrict the supply of Water to the Premises.
(c) Should the Utility Service account remain unpaid for a duration of 90 days after the due date stated on the bill, the Manager of Water and Wastewater Services may deliver to the Premises a notice of disconnection advising that service to that location will be disconnected should payment not be received within 48 hours. Such a notice of disconnection may be provided to the Owners and Occupants of the Premises by personal service or prepaid mail or by posting the notice on the land in a conspicuous place.

4.9 Change of Occupancy Charge
At the time of a change of occupancy, an administrative charge as detailed in section 8.1.2 of Schedule “A” of this By-Law shall be paid by the new Owner or Customer to the Town to cover the cost of administrative work. The Change of Occupancy charge will be included on the first bill to the new Owner or Customer.

4.10 Construction Water Charge
No connection to Water services shall be permitted until such a time as a Water Meter, issued by the Town has been installed by a licensed plumber. During the construction process of any Premises, the Owner shall pay the cost of Water, as detailed in section 1.0 and 2.0 of Schedule “A” herein, and as amended.

4.11 Estimated Billing
If, for any cause, any Water Meter or remote read out shall be found to not be working properly, then the amount of Water and Wastewater to be charged for shall be estimated, based on information available when the Water Meter or touch pad was functioning correctly. Specifically, the amount estimated will be based on the amount used during the same billing cycle from the prior year, or years. If unavailable or proven Inaccurate, the amount of Water and Wastewater to be charged shall be estimated on a daily average when the Water Meter was functioning properly, and the charge for the Water and Wastewater for the period during which the Water Meter was not working properly.
shall be based thereon. If the Water Meter is later found to be functioning correctly following a period of estimated billing (due to remote read out errors, or damage), the Owner or Customer shall be responsible for the entire charge of Water and Wastewater used while the bill was estimated, based on the reading on the Water Meter dial, or credited if less.

4.12 Water Meter Testing – Charges
If the Owner or Customer requests their Water Meter to be tested under Section 5.13 of this By-Law, the Owner or Customer shall submit an application, in writing to the Manager of Water and Wastewater Services and shall be accompanied by a deposit of the fee for testing the Water Meter or Flow Measuring Device as set out in section 8.5.4 of Schedule “A” of this By-Law. If the Water Meter is found to be in the Towns favour by greater than three percent (3%), a refund will be made to the Owner or Customer equal to such excess percentage of the amount of the account attributed to usage for the period of three (3) months prior to such testing, plus the deposit for the test. Should the Water Meter be found to be registering correctly, slow, or not exceed the 3% in favour of the Town, the Owner’s or Customer’s deposit will be forfeited towards the cost of the test, and the Owner or Customer shall pay the charges as per sections 8.5.4 and 8.5.5 of Schedule “A” plus the Owner or Customer shall be responsible for any and all expenses incurred for removal, testing and re-installation of the Water Meter.

4.13 Bulk Water – Charges
Bulk Water, obtained from the Town of St. Marys Municipal Operations Center shall be billed and invoiced according to section 8.1.1 of Schedule “A” of this By-Law. All Bulk Water purchases must be pre-scheduled with the Operations Department 24-hours prior to anticipated pick-up.

4.14 Utility Service Charges—Who Pays
The charges for providing and maintaining supply of Utility Service to any Premises are applicable for every Water Meter owned and read by the Town. In instances where the Customer terminates their account with the Town, subsequent Utility Service charges may be rendered to the Owner of the Premises until such time as a new Customer applies to the Town for the supply of Water.

4.15 Fees and Charges - General

Rates, charges and/or expenses required pursuant to this by-law that are not directly and/or specifically referenced in Schedule “A” shall be charged on a time and material basis and shall be paid by the Owner, Occupant, or Customer as required by the Town.

Section 5
Water Meters, Flow Measuring Devices and Remote Read-Outs

5.1 Water Meter and Flow Measuring Device Ownership
Every Water Meter or Flow Measuring Device shall remain the sole property of the Town.

5.2 Water to be metered
All Water supplied to a Premises within the Town, with the exception of water use for firefighting or construction, shall pass through a Water Meter or Flow Measuring Device supplied and owned by the Town, for use upon such Premises, and in addition to whatever other remedies the Town may have in law in respect to infringement of this by-law, the Manager of Water and Wastewater Services may, upon ascertaining that Water has been used which has not passed through the Water Meter of such Premises, forthwith, without notice, shut off and stop the supply of Water.

5.2.1 Water Meter Charge
The Owner shall pay to the Town the charge for such Water Meter or Flow Measuring Device, as detailed in sections 8.5.1, 8.5.2 or 8.5.3, as applicable of Schedule “A” herein.

5.3 Water Meter Installation / Maintenance
Water supplied to each individual Dwelling unit shall pass through a Water Meter or Flow Measuring Device, including remote read-out and components in such a way that all Water used by said
Dwelling unit can be recorded and billed. All new multi-family Buildings shall be billed by the Owner or landlord or by a third party based on sub-unit meters which will be installed at the time of construction and inspected by an agent of the Town prior to occupancy being granted. The Town shall have free access, at all reasonable times, and upon sufficient notice, to all parts of every Premises to which Water is supplied, for the purpose of inspecting, installing, repairing, replacing or altering the Water Meter or remote read-out unit.

5.4 Water Meter Protection
The Owner or Occupant of a Premises in which a Water Meter has been installed shall take all reasonable precautions to protect such Water Meter and its connections from damage by frost or otherwise, and shall at all times allow Accessible access to such Water Meter and connections by the Town to read the Water Meter and perform their duties.

5.5 Water Meter Damage or Loss
Where any Water Meter or its connections has been damaged, lost or interfered with, the Owner or Occupant shall be liable for the cost of replacement as detailed in section 8.5.1 of Schedule “A” herein. The cost of so doing shall be immediately due and payable to the Town. Any Water usage shall be billed as per Section 4.11 of this by-law.

5.6 Water Meter Locations
The Water Meter must be located in a safe and convenient space, free of charge or rent, in the basement or in a heated room suitable for this purpose or in a Water Meter chamber constructed per current standards. The Water Meter shall not be boxed in such a manner as to prohibit it being read, examined or removed and shall be placed as close as possible to the entrance of the service pipe into the Building per current standards for Water Meter installation.

5.7 Water Meter Inspections
Every Water Meter installed on a Premise shall be inspected and sealed by the Town at or about the time of installation. For new construction, the Water Meter shall be inspected prior to final occupancy being granted. If the Water Meter, or touch pad is found to be improperly installed or connected, than the Owner or Occupant shall pay the charges as set out in Section 8.5.8 of Schedule “A” of this by-law.

5.8 Water Meter Relocations
No person shall change, or permit to be changed, the location of a Water Meter at a Premises once the Water Meter is installed to the satisfaction of Manager of Water and Wastewater Services, or their designate, without prior written consent of the Manager of Water and Wastewater Services or their designate.

5.9 Water Meter Leaks
An Owner of a Premise shall immediately, and no later than within 72 hours after installation, notify the Manager of Water and Wastewater Services if any leaks developed at the Water Meter or its couplings. The Town shall not be held liable for any leaks or damage incurred as a result of a meter leaking outside of this 72 hour reporting period.

5.10 Private Meters
The Town will not supply, install, inspect or read private meters, nor will the Town bill consumption based on private meter readings issued by an Owner or Landlord to recover charges from tenants of said Premises.

5.11 Reading Water Meter – Site Access
The Town shall be allowed free and clear access to every Premise for the purpose of reading a Water Meter, at the discretion of the Town. Where such access is not provided by the Customer within 14-days of written notification from the Town, the Town may shut-off or restrict the supply of Water to the Premises until such a time as proper access to the Water Meter can be provided. Free and clear assess for Water Meter readings will be determined at the discretion of the Town.

5.12 Non-Functioning Water Meter or Remote Read-Out
If, for any cause, any Water Meter or remote read-out unit shall be found to not be working properly, then the amount of Water to be charged for shall be estimated, based on information available when the Water Meter or touch pad was functioning correctly. Specifically, the amount estimated will be
based on the amount used during the same billing cycle from the prior year, or years. If unavailable or proven Inaccurate, the amount of Water to be charged shall be estimated on a daily average when the Water Meter was functioning properly, and the charge for the Water for the period during which the Water Meter was not working properly shall be based thereon.

5.13 Water Meter Testing for Customer
Any Owner or Customer may upon written application to the Manager of Water and Wastewater Services, have their Water Meter and remote read-out unit tested for accuracy of the Water Meter. Water Meters shall be tested in accordance with Town Protocol.

5.14 Water Meter Calibrations and Verification
All Water Meters or Flow Measuring Devices installed in a Premises other than residential, with a service connection greater than one (1) inch in diameter are to be calibrated annually (once every 12 months) by any company or personnel accredited or authorized to do so. A copy of the calibration report shall be provided to the Town within 21 days after such calibration. Should the Owner or Customer of such a Premises fail to comply with Section 5.14, the Town reserves the right to have the Water Meter or Flow Measuring Device calibrated and inspected annually, at the Owner or Customers expense. The Owner or Customer shall pay the charges as set out in section 8.5.6 of Schedule “A” herein. All costs incurred to the Town for said work shall be the sole responsibility of the Owner or Customer of the Premises. If Water Meters are unable to be field calibrated and tested, then the Water Meter is to be replaced with a Water Meter which can be tested and field calibrated, at the expense of the Owner or Customer.

5.15 Water Meter Remote Read-Out Protection
Where a self-generating Water Meter with a remote read-out is installed in any Premises, the Owner of the Premises shall take all reasonable precautions to protect the remote read-out and the wire connecting it to the Water meter within the Premises from any damage. Any damage incurred to the Water Meter or wiring will be billed to the Owner and the Owner shall pay the charges as set out in sections 8.5.1 or 8.5.7 of Schedule “A” of this by-law.

5.16 Water Meter Remote Read-Out Damage
Where any such Water Meter with a remote read-out or its connecting wire has been injured or interfered with, the Owner shall be liable for the cost of putting the same in proper order and condition and the cost of so doing shall be immediately due and payable to the Town and the Owner shall pay the charges as set out in section 8.5.7 of Schedule “A” of this by-law.

5.17 Meter Remote Read-Out Error(s)
Where the Water Meter is equipped with a remote read-out unit and a discrepancy occurs between the reading at the register of the Water Meter itself and the reading on the readout device, the Town will consider the reading at the Water Meter to be correct, and will adjust and correct the Owner's or Customer's account accordingly.

5.18 Water Meters or Equipment
Every person who willfully or maliciously damages or causes or knowingly causes to be damaged any Water Meter, Water service pipe, conduit, wire, rod or Water fitting belonging to the Town or willfully impairs or knowingly suffers the same to be altered or impaired, so that the Water Meter indicates less than the actual amount of the Water that passes through it, is guilty of an offence and on conviction is liable to a fine, to the use of the Town, and for any expenses of repairing or replacing the Water Meter, Water service pipe, conduit, wire, rod or fitting and double the value of the surplus Water so consumed, all of which is recoverable under the Provincial Offences Act.
Part 2

Water Services
Section 6
Request for Water Service, Water Service Disruption or Disconnection (Non-Emergency)

6.1 Initial Request
Every Owner or Occupant requesting that the supply of Water to their Premises be turned on, turned off or disconnected shall give notice, in writing, of such a request to the Town’s Municipal Operations Centre at least two (2) business days prior to work being required.

6.2 Rates and Charges – Service Disruption Requests
Prior to the Town carrying out the request to turn on, turn off or disconnect the supply of Water to a Premise, the Owner or Occupant shall pay the applicable charges as set out in section 8.2.1, 8.2.2 or 8.2.3 of Schedule “A” of this By-Law, as applicable.

6.3 Response Efforts
For Non-Emergency requests, the Town, Operating Authority, or their designate will attempt to respond to the request within two (2) business days after initial receipt of the request and payment of the applicable charges.

6.4 Disconnection
Where the Water supply to any Premises has been turned off for any reason pursuant to this by-law, the Water supply shall not be turned on or reconnected until all requirements of this by-law have been met and to the satisfaction of the Manager of Water and Wastewater Services.

Section 7
Fire Services

7.1 Fire Services
Water supply service for automatic fire sprinkler systems or for fire protection of any kind will be classed as a fire service, provided such fire service is required by or conforms to the regulations of the Fire Department and the Building Department for the Town. Connection for Water supply other than fire service shall not be made to a fire protection system. Where a Potable Water supply serves a fire protection system, the fire protection system shall be isolated from the Town’s Potable Water supply per the Ontario Building Code and in accordance with the applicable National Fire Protection Association (NFPA) standard so as to prohibit any contamination of the Town’s Water supply. No bypass around a Backflow Prevention Device is permitted under any circumstances. All materials and connections are to be supplied and installed at the Owner’s expense.

7.2 Fire Services – Municipal Booster Station
Premises that are connected to the Municipal Booster Station for added fire protection shall notify the Town a minimum of five business days prior to any testing being carried out by or for underwriters. The Town agrees to use reasonable diligence in maintaining the Municipal Booster Station, however does not guarantee a constant service, pressure, quality or supply of Water and the Town is not liable for damages caused by the functionality or operation of the Municipal Booster Station.

Section 8
Cross Connection and Backflow Prevention

8.1 Cross Connection and Backflow Prevention
Cross Connection and Backflow prevention measures, including the installation, testing and maintenance of Backflow Prevention Devices shall be carried out in accordance with the provisions of this By-law.
8.1.1 Application
This section of the By-law applies to all Premises within the Town, except Buildings or structures of residential occupancies, where each Dwelling unit is individually serviced from the Town Drinking Water System.

8.1.2 Application – Residential
Notwithstanding subsection 8.1.1 of this By-law, the By-law applies to plumbing in residential occupancies having connections to the Town’s Drinking Water System and may be hazardous or detrimental to the Potable Water supply, as determined by the Manager of Water and Wastewater Services, and/or have an auxiliary water supply and/or a lawn sprinkler system.

8.1.3 Application of Standards
Except as otherwise set out in this By-Law, the maintenance and field testing of Backflow Prevention Devices required pursuant to this By-law shall be undertaken in accordance with the CSA Standards.

8.1.4 Application – Good Repair
Every Owner of Premises upon which a Backflow Prevention Device is installed shall ensure that such device is in Good Repair at all times.

8.2 Cross Connection – Prohibition
No person or Owner shall connect, cause to be connected or allow to remain connected to the Water supply, or any other Potable Water system, any piping, fixture, fitting, container, appliance, vehicle, machine or the like in a manner which may under any circumstance allow Water, Wastewater, pollution, or any other liquid, chemical or substance to enter such supply or system except in compliance with the provisions of this regulation and By-Law.

8.2.1 Cross Connection – Survey
Every five (5) years or as otherwise required by the Town, every Owner of a Building or structure to which this regulation and by-law applies, shall cause a Cross Connection Survey to be undertaken and carried out at all plumbing in each Building or structure in accordance with the following:

a) The Owner shall ensure that each Cross Connection survey conducted is carried out on the prescribed Cross Connection Survey Form (Schedule “C”) and is undertaken and completed by a person permitted to do so pursuant to the Authorized Functions List (Schedule “B”); and

b) The Owner shall ensure that the completed Cross Connection Survey Form is provided to the Manager of Water and Wastewater Services within 15 days of the survey being conducted.

8.2.2 Cross Connection – New Connections
When a new connection to the Town’s Drinking Water System is made, the Owner shall complete and submit a Cross Connection Survey prior to the plumbing being put into service.

8.2.3 Cross Connection – Plumbing Modifications
Where a modification to plumbing, equipment or a process has been made after the submission of a Cross Connection Survey as required by this regulation and By-law, the Owner shall complete and re-submit a new survey to the Town prior to the modified plumbing being put into service.

8.3 Installation of Backflow Prevention Devices
Every person installing a Backflow Prevention Device or causing a Backflow Prevention Device to be installed or replaced shall ensure that:

a) such device is installed in accordance with good engineering practices and the requirements of the Building Code Act and the Ontario Building Code.

b) a building permit is obtained in accordance with the provisions of the Building Code Act, and,
c) Every Owner of property in which a Backflow Prevention Device is installed shall ensure the device is in proper working order at all times.

8.3.1 Installation – Labels
Where such a Backflow Prevention Device is installed in respect of Premises Isolation, all piping between where the Water Meter and such device shall be clearly marked and labelled “No Connection Permitted”.

8.4 Device Testing – Cross Connection and Backflow
Every Owner who has a Testable Backflow Prevention Device located on their Premises shall ensure that:

a) Such device is tested by a Certified Tester when it is first installed and annually thereafter or as requested by the Town, and also when it is cleaned, repaired, overhauled or relocated.

b) Where the device is first installed and tested, that a test report, be submitted to the Manager of Water and Wastewater Services, to the Manager of Water and Wastewater Services’ satisfaction, within 15 days of the test being conducted.

c) Where the device is tested annually that a test report be submitted to the Manager of Water and Wastewater Services, to the Manager of Water and Wastewater Services’ satisfaction, within 15 days of the test being conducted.

d) When the device is tested as a requirement for maintenance or in time intervals as determined by the Manager of Water and Wastewater Services or as required by the CSA Standard, that a test report, of such test be available on site for review as required by the Chief Building Official;

e) Every person who tests a Backflow Prevention Device shall carry out such testing in accordance with this By-law and the CSA Standard; and,

f) Every person who tests a Backflow Prevention Device shall immediately notify the Owner of the Premises and Manager of Water and Wastewater Services upon finding that such device is malfunctioning or otherwise not in proper working order.

8.4.1 Persons Permitted to Carry out Work – Authorized Functions List
Only those persons with the required qualifications listed in the Authorized Functions List, Schedule “B”, shall carry out the corresponding functions set out in such list.

8.4.2 Persons Permitted to Carry out Work – Request for Qualifications
Any person permitted to carry out work, as outlined in Authorized Functions List, Schedule “B”, shall produce upon request of the Chief Building Official, the following qualifications in a form satisfactory to the Town:

a) A certificate from an accredited organization or association issued in accordance with the requirements set out by the AWWA, designating the person as a “Certified Backflow Prevention Assembly Tester” which has been issued or renewed within five (5) years prior to the date of the submission of the Cross Connection Survey or Test Report; and;

b) A current calibration certificate for the test equipment issued within the twelve (12) months prior to date of submission of a test report.

8.5 Late Filing – Penalty
Every person that does not submit a Cross Connection Survey or test report within the specified time period as required by this by-law, shall pay the Backflow Testing Late Filing Fee as set out in section 8.1.3 of Schedule “A” to this by-law.

8.5.1 Late Filing – Failure to Comply
Should a person or Customer fail to comply with submitting a Cross Connection Survey or test report, the Town reserves the right to complete the survey or test, at their discretion. All costs incurred by the Town shall be the sole responsibility of the Owner or Customer and shall be paid in full to the Town.
8.6 Contraventions
Where the Town finds that a condition exists on any Premises that may allow contamination of the Town’s Water supply or the contamination of any other Potable Water system on such Premises, including residential Buildings or structures, the Chief Building Official may act to prevent such conditions from existing, including the following acts:

a) The Chief Building Official may, at their discretion and in addition to or together with any other powers the Chief Building Official may have, issue an order to the Owner to eliminate the condition, and in doing so, prescribe the time period for compliance with such an order;

b) If the time period for compliance has passed without compliance with such order, the Manager of Water and Wastewater Services may shut off the Water supply to the Premises or any portion thereof until the condition if eliminated.

8.7 Removal of Devices
No person shall remove a Backflow Prevention Device or part thereof after it has been installed and no Owner of a Building or structure in which a Backflow Prevention Device is installed shall cause or permit the removal of such device, unless such removal is:

a) To facilitate the repair of the device and such device is replaced immediately after such repair is carried out;

b) To replace the device with another device that meets or exceeds the provisions of the By-Law; and/or,

c) The Cross Connection threat has been permanently removed from the location where the Backflow Prevention Device was located. Written verification must be obtained from a licensed Cross Connection specialist that the threat has been removed, as well as an up-to-date Cross Connection Survey must be completed. The Backflow Prevention Device cannot be removed without written approval from the Manager of Water and Wastewater Services.

8.8 Backflow Prevention Testing and Inspection Report
On request of the Town, the Owner of a Premises shall ensure that the Backflow Prevention Testing and Inspection Report as set out in Schedule “D” to this by-law has been completed, to the satisfaction of the Town.

Section 9
Water Conservation, Restrictions and Waste of Water

9.1 External Water use
External Water Use regulations shall apply from May 1st – September 30th of each year.

9.1.1 External Water Use – Residential
External Use of Water is prohibited for residential properties with the exception of such use between the hours of 6:00 a.m. until 9:00 a.m. and from 6:00 p.m. until 9:00 p.m. Topping up swimming pools to compensate for normal water loss is also exempt from this by-law.

9.1.2 External Water Use – Industrial, Commercial, Institutional
External Use of Water is prohibited for industrial, commercial and Institutional properties, excluding the Town, with the exception of such use between the hours of 8:00 a.m. until 10:00 a.m. and from 3:00 p.m. until 5:00 p.m.

9.2 External Water Use Permit
The Town, at its discretion, may issue a permit to allow the External Use of Water in addition to the times permitted by sections 9.1.1 and 9.1.2 of this By-law for uses such as automatic sprinkler systems, water for new seed, sod or trees, non-profit fundraising events or permits for special consideration. The applicant for such a permit shall pay the fees for obtaining an External Water Use Permit as set out in section 8.1.5 of Schedule “A” of this By-Law.
9.3 **External Water Use Restriction(s)**
The Town’s Chief Administrative Officer or the Manager of Water and Wastewater Services, in consultation with Council if practicable, may implement, at any time, any regulations which they, in their discretion, consider advisable to limit the External Use of Water and this authority includes the right to ban completely the External Use of Water.

9.4 **Notice of Restriction(s)**
Notice of the implementation of a Water use restriction by the Town, implemented under Section 9.3, and the effective date thereof shall be given immediately by publication or announcement on the Town website and/or newspapers having general circulation or reception in the Town or by personal delivery to any Water User.

9.5 **Customer Response to Notice of Restriction(s)**
Upon publication or announcement or by personal delivery of notice of the implementation of a Water use restriction by the Town, no person shall use or permit the External Use of Water except in accordance with the provisions of such regulation.

9.6 **Waste of Water**
No person, Owner, or Customer shall discharge water in a wasteful manner, nor shall any person, Owner, or Customer damage or allow the deterioration of any appliance, which will result in the waste of water.

9.7 **Waste of Water – Surface Flow**
No person, Owner, or Customer shall permit Water to run into the street or any other area or place where it is wasted, unless for maintenance purposes.

9.8 **Waste of Water – Leaks**
Upon the detection of leaky valves, improper pipes or imperfect fixtures, any of which are creating a waste of Water in any Building, the Manager of Water and Wastewater Services, or their designate will immediately notify the Occupant or Owner or Customer of the repairs required to cease the waste of Water and where the necessary repairs are not made within seven (7) calendar days thereafter, the Manager of Water and Wastewater Services or their designate shall have the authority to shut-off the supply of Water by closing the Town’s corporation stop or by detaching the service pipe from the watermain. Also, where the conditions of such pipes or fixtures is such as to cause a waste of Water or damage to property, then without notice, the Manager of Water and Wastewater Services, or their designate shall have the authority to shut-off the supply of Water. Before the Water is turned on again, the leaky or faulty pipes and/or fixtures shall be repaired or altered to the satisfaction of the Manager of Water and Wastewater Services or their designate. Any fees incurred by the Town executing duties authorized by Section 9.8 shall be the sole responsibility of the Owner, Occupant, and/or Customer and payable in full to the Town. No Owner, Customer or Occupant shall have any claim against the Town, its officers or agents by reason of shutting off the water. Where damages occur to property by cause of faulty fixtures or pipes, the Town will not be held responsible or liable for the water not being shut-off.

**Section 10**
**Private Water Supply and Systems**

10.1 **Private Water Supply Connection – Ban**
In no case shall any private water supply system be connected to the Town’s Water System.

10.2 **Private Water Wells**
Notwithstanding anything else in this By-law, a private well shall not be permitted, with the exception of those private wells permitted pursuant to Section 10.3, as a primary or accessory structure on any lands within the limits of the Town where a municipal Water distribution system is available within the Road Allowance abutting the property. This shall not apply to:

a) A well which legally existed prior to May 10th, 2011;
b) A well which is installed for the purpose of environmental site assessments, remediation, water monitoring or site de-watering; or,

c) A property used for non-residential purposes which, prior to May 10, 2011, relies upon a legally existing private well for purposes other than human consumption, such as irrigation, cooling or manufacturing.

10.3 Private Water Wells – Application Process
Property Owners, where the Town Water distribution system is not readily available, may submit an application to the Town for approval of a Potable Water supply well installation within the Town limits. The acceptance of said application will be at the sole discretion of the Town. The property Owner and/or applicant shall pay all fees, including any and all professional fees incurred by the Town, arising from this application, as set out in section 8.1.4 of Schedule “A” to this By-law.

10.4 Well Abandonment
Any well which is not being used shall be decommissioned in accordance with Regulation 903 of the Ontario Water Resources Act, and as may be amended.

10.5 Private Water Systems
Private water systems shall be designed, constructed, installed, altered and repaired by the Owner, at the Owner’s expense, in accordance with all applicable law including but not limited to the Building Code Act, 1992, Ontario Regulation 903, this section, and applicable AWWA standards and specifications.

10.6 Private Water Systems – Commencement of Work
No person shall commence any work under Section 10.5 unless a building permit has been issued for the work by the Chief Building Official or their designate. In addition, no Owner or Occupant shall commence or permit the commencement of any work under Section 10.5 on that Owner’s or occupier’s property unless a building permit has been issued for the work by the Chief Building Official.

10.7 Private Water Systems – Installations, Renovations, Alterations
No Owner or Occupant shall perform or permit the performance of any installation, renovation or alteration of private water service pipes, private Fire Service Mains, private fire hydrants, private Water Systems and appurtenances, Backflow Prevention Devices and all related items on that Owner’s or occupier’s property until a building permit has been issued for the work by the Chief Building Official or their designate, where required under the Building Code Act, and all requirements of this section and applicable AWWA Standards and specifications have been met.

10.8 Private Water Systems – Disinfection Requirements
No person shall connect or permit to be connected any private water service pipes, private Water Systems or private Fire Service Mains, of a size equal to or greater than 100 mm in diameter to a water service connection or the waterworks until the private water service pipes, private Water Systems or private Fire Service Mains have been disinfected in accordance with this section, applicable legislation, ANSI/AWWA Standard C651-05 and that a Backflow Prevention Device has been installed by the Owner to the satisfaction of the Manager of Water and Wastewater Services, in accordance with the Standards and Specifications.

10.9 Private Water Systems – System Testing Requirements
Every person requesting the connection of private water service pipes, private Water Systems or private Fire Service Mains of a size equal to or greater than 100 mm in diameter to the waterworks shall, in addition to complying with all other requirements of this by-law and other applicable laws:

a) Submit an application, to the Manager of Water and Wastewater Services; and,

b) Pressure test, flush, disinfect and sample, according to ANSI/AWWA Standard C651-05, the private water service pipes, private Water Systems or private Fire Service Mains under the supervision of a licensed operator for the Operating Authority for the Town of St. Marys.

10.10 Private Water Systems – Supply of Water
The Town will supply water to the properties for the process of pressure testing, flushing and sampling following receipt of original copies of installation records, disinfection practices and
Section 11
Prohibitions and Restrictions - Water

11.1 Unauthorized Connections
No person or Owner shall connect, cause to be connected or allow to remain connected to the Town's Water System any piping, fixture, fitting, container, appliance, vehicle, machine or the like in a manner which may under any circumstance allow untreated water, Wastewater, any source of pollution or any other liquid, chemical or substance to enter the Town's Water System.

11.2 Unauthorized Functions
No person shall repair, damage, remove, inspect, tamper with or connect to any of the Town's Water System utility without receiving prior authorization from the Town.

11.3 Fire Hydrants - Use
No person shall connect any vehicle or use water from a fire hydrant for any purpose within the Town without making application and receiving prior written approval from the Manager of Water and Wastewater Services, at his/her discretion, and such applicant shall pay the fees for use of fire hydrants as set out in section 8.2.4, 8.2.5 and/or 8.2.6 of Schedule “A” to this By-law, as applicable. This restriction shall not apply to a Town fire fighter where water is required for fire protection purposes, or for Town purposes, provided authorization is received from the Operating Authority. Use of fire hydrants shall not be permitted for recreational needs, such as, without limitation, filling swimming pools, ice rinks.

11.4 Fire Hydrant – Access
No person shall obstruct free access to any fire hydrant by placing on or within a two (2) meter radius of it, any structure, Building, fence, plant, material, earth, snow, rubbish or other obstructive matter.

11.5 Sale of Water
No person shall sell or dispose of Water in any manner to other persons.

11.6 Water Meters and Remote Read-Outs
No person shall remove, damage, alter or tamper with any Water Meter or remote read out unit, unless authorized by the Town.

11.7 Operation of Valves, Shut-offs and Hydrants
No person shall operate a curb stop, valve or fire hydrant unless that person has received permission of the Manager of Water and Wastewater Services and the Operating Authority for the Town. Fire department personnel and employees of the Operating Authority working on behalf of the Town are exempt from this restriction.

11.8 Interference of Valves, Shut-offs and Hydrants
No person shall in any way interfere with any fire hydrant, valve, curb stop, service pipe or other water works appurtenances, without prior written approval of the Manager of Water and Wastewater Services and the Operating Authority for the Town.

11.9 Curb Stop – Access
No person shall obstruct free access to any curb stop by placing on it any fence, plant, material, earth, concrete, pavement or other obstructive matter.
11.10 Locates
No person shall excavate, pave or concrete a driveway on private or public property without first obtaining a water service locate. If work is to be completed on Town lands, consent must be obtained from the Town prior to work being commenced.

11.11 Backfilling – Inspection
No person shall backfill a water service connection until it has been inspected and approved for backfilling by the Town.

11.12 Interference with Town Water Works
Any person who, without the consent of the Town, tampers with, alters, obstructs, removes, neglects, interferes with, or damages the Town’s Water System shall, in addition to any other penalty allowed by law, be held liable for the cost of repair to the equipment of the Water works utility.

11.13 Contamination Prevention
No person shall directly or indirectly connect, permit or cause to be connected, allow to remain connected to the waterworks or construct, install or maintain any piping, fixture, fitting, container, appliance, equipment or any other connection which may or could enable non-Potable Water, Wastewater, or any other liquid, chemical or substance to enter the waterworks that may affect the quality of the water supply.

11.14 Service outside the Town
It is not generally within the provisions of the Town to supply Water outside the boundaries of the Town. The Town will, however, consider application for Water supply service from individuals or others located outside the limits of the Town where approval by the water authority in the adjacent municipality and all required approvals have been obtained and then submitted to Council for consideration. Special arrangements for the payment of costs incurred in providing the Water supply service, including the recovery of expenditures, must be made prior to the approval of such Water supply service.

11.15 Persons Permitted to Carry out Work
Only the persons listed in the Authorized Functions List, Schedule “B", shall carry out the corresponding functions set out in such list. Any person permitted to carry out work, as outlined in the Authorized Functions List (Schedule “B”), shall produce upon request of the Chief Building Official, or their designate, a current tester’s certificate.

11.16 Water Works - Injury
Every person who willfully removes, destroys, damages, fraudulently alters or in any way injures any water service pipe, conduit, wire, rod, pedestal, post, plug, lamp or other apparatus or thing belonging to the Town is guilty of an offence and on conviction is liable to a fine, to the use of the Town, and is also liable for all damages occasioned thereby, which are recoverable under the Provincial Offences Act.

11.17 Liability
Every person who, by act, default, neglect or omission occasions any loss, damage or injury to any Water public utility works, or to any waterworks plant, machinery, fitting or appurtenance thereof is liable to the Town therefore.
Part 3

Wastewater Services
Section 12
Wastewater Connections

12.1 Must Connect
No person shall erect or cause or permit to be erected any new Building unless the new Building is connected to the Town’s Wastewater collection system for sanitary drainage purposes, save and except an accessory building not required by the Building Code Act, 1992, S.O. 1992 or other applicable law to contain plumbing or a sewage system, and in accordance with the Town’s “Must Connect” By-law, being a by-law to require the connection of buildings in the Town of St. Marys to main sanitary sewers, where available, by-law 78 of 2003, as amended.

12.2 Connection Discharge - Prohibition
The discharge of water originating from a source other than the Town’s Drinking Water System, including but not limited to storm water or Groundwater, directly or indirectly to a Wastewater collection system connection of the Town is strictly prohibited.

12.3 Building Demolitions and Wastewater Connections
No person shall demolish any Building until each private Drain connection serving the Premises has been completely sealed at the property line from the entry of storm water, Groundwater, debris or any other contaminant.

12.4 Wastewater Service Installation – Public Property
A Wastewater connection on public property between the sanitary main and the property line shall be installed by the Town at the expense of the Owner according to the Town’s standards. If required, the Town will contract out the installation of the sewer connection. The Owner shall pay the charges on a full cost recovery basis, as set out in section 8.1.6 of Schedule “A” of this by-law.

12.5 Wastewater Service Installation – Private Property
Wastewater connections on private property shall be installed by the Owner, at the Owner’s expense, pursuant to a building permit having been issued for such purposes by the Chief Building Official, or their designate for the Town. Private Wastewater connections shall not be installed until the Town sanitary main which would provide service to said property has been fully completed and deemed operational by the Town.

12.6 Wastewater Service Inspections
In the event that any person constructs a sewer connection in a manner other than provided for in this by-law, the Manager of Water and Wastewater Services may order the re-excavation of the connection for the purpose of inspection and testing, and if necessary, reconstruction of the work. The Manager of Water and Wastewater Services shall have these works performed at the expense of the Owner, or disconnect the sanitary connection, in which case it shall not be reconnected except with the approval of the Manager of Water and Wastewater Services.

Section 13
Wastewater Collection Requirements

13.1 Discharge – Wastewater Collection System Requirements
No person shall discharge or deposit directly or indirectly, or cause or permit the discharge or deposit of sewage in the Wastewater collection system where to do so may result in:

13.1.1 Health and Safety Hazard(s)
A health or safety hazard to a person authorized by the Manager of Water and Wastewater Services to inspect, operate, maintain, repair, or otherwise work on the sewage works, as well as, a hazard to any person, animal, property or vegetation.

13.1.2 Offense(s) – OWRA / EPA / WSER
An offense under the Ontario Water Resources Act (OWRA) R.S.O. 1990, c. O.40, the Environmental Protection Act (EPA) R.S.O. 1990, c. E.19, or the Wastewater Systems Effluent Regulations (WSER)
SOR/2012-139, as amended from time to time, or any regulation made thereunder, from time to time.

13.1.3 Biosolids Quality
The failure of biosolids from the sewage works to which either sewage discharges, directly or indirectly, fail to meet the objectives and criteria listed in the Ministry of Environment (MOE) publication entitled “Guidelines for the Utilization of Biosolids and other Wastes on Agricultural Land” dated March 1996, as amended from time to time.

13.1.4 Interference
The interference with the operation or maintenance of the sewage works, or which may impair or interfere with any sewage treatment process.

13.1.5 Odour(s)
An offensive odour to emanate from the sewage works, and without limiting the generality of the foregoing, sewage containing hydrogen sulfide, carbon disulphide, other reduced sulphur compounds, amines, or ammonia in such quantity as may cause an offensive odour.

13.1.6 Damage to the Works
Any damage to the sewage works (collection or treatment), including any obstructions or restrictions to the flow in the sewage works.

13.1.7 Wastewater Characteristics
The sewage having one or more of the following characteristics:

   a) A pH less than 6.0 or greater than 10.0;
   b) Two (2) or more separate liquid layers; and / or,
   c) A temperature greater than 60 degrees Celsius.

13.2 Prohibited Contents and Restrictions
No person shall discharge or deposit directly or indirectly, or cause or permit the discharge or deposit of sewage in the Wastewater collection system (sewage works) which contains:

   a) Acute Hazardous Waste Chemicals;
   b) Combustible Liquids;
   c) Biomedical wastes;
   d) Dyes or colouring materials which may or could pass through a sewage works, discolouring the final effluent;
   e) Fuel;
   f) Hauled Sewage, except as approved in a Hauled Sewage Discharge Agreement;
   g) Ignitable Waste;
   h) Hazardous industrial waste;
   i) Hazardous waste chemicals;
   j) Hazardous Substances
   k) Pathological Waste;
   l) PCBs;
   m) Pesticides;
   n) Reactive Waste;
   o) Severely toxic waste;
   p) Radioactive Waste;
   q) Waste disposal site leachate, except where:

      I. The person or company has prior written approval from the Manager of Water and Wastewater Services which permits the discharge or deposit of the waste disposal site leachate to the Wastewater collection system; and / or,

      II. In the case where a certificate of approval or order has been issued which includes a provision for the disposal of waste disposal site leachate to sewage works, a copy of the certificate of approval or order is provided to the Manager of Water and Wastewater Services or, where the person is claiming an exemption, the person has received written notice from the Manager of Water and Wastewater Services that the conditions of the exemption are being met.
r) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in the collection system, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shavings, metal, glass, rags, hygiene products, feathers, tar, plastics, wood, unground garbage, animal parts or tissues, and paunch manure.
s) The sewage contains a concentration, expressed in milligrams per litre, in excess of any one or more of the limits as shown on “Schedule E”, attached herein, as amended from time to time, except where the discharge is in accordance with a valid discharge agreement or compliance program permitted by this by-law.

13.3 Discharge – Cooling Water or Uncontaminated Water
The discharge of Cooling Water or Uncontaminated Water to the Wastewater collection system is strictly prohibited.

Section 14
Separators, Interceptors and Pre-Treatment Facilities

14.1 Oil & Grease Interceptors – Food Related
Every Owner or operator of a restaurant or other industrial, commercial or Institutional Premises where food is cooked, processed or prepared, for which the Premises is connected directly or indirectly to a Sanitary Sewer, shall take all necessary measures to ensure that Oil and Grease are prevented from entering the Sanitary Sewer in excess of the provisions of this by-law. Oil and Grease interceptors shall not discharge to Storm Sewers.

14.1.1 Installation – Food Related Oil & Grease Interceptors
The Owner or operator of the Premises as set out in this subsection 14.1 shall install, operate, and properly maintain an Oil and Grease interceptor in any piping system at its Premises that connects directly or indirectly to a Sanitary Sewer. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code. The installation of the Oil and Grease interceptor shall meet the requirements of the Canadian Standards Association national standard CAN/CSA B-481.2, as amended.

14.1.2 Maintenance – Food Related Oil & Grease Interceptors
All Oil and Grease interceptors shall be maintained according to the manufacturer’s recommendations. The testing, maintenance and performance of the interceptor shall meet the requirements of CAN/CSA B-481. Traps should be cleaned before the thickness of the organic material and solids residuals is greater than twenty-five percent (25%) of the available volume; cleaning frequency should not be less than every four weeks. Maintenance requirements should be posted in the workplace in proximity to the grease interceptor. A maintenance schedule and record of maintenance shall be available to the Town upon request for each interceptor installed.

14.1.3 Maintenance Records – Food Related Oil & Grease Interceptors
The Owner or operator of the restaurant or other industrial, commercial or Institutional Premises where food is cooked, processed or prepared, shall, for two years, keep the document of proof for interceptor clean-out and Oil and Grease disposal.

14.1.4 Restrictions – Food Related Oil & Grease Interceptors
Emulsifiers shall not be discharged to the sewer system into interceptors. No person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of Oil and Grease through a Grease Interceptor.

14.1.5 Failure to Comply – Food Related Oil & Grease Interceptors
In the case of failure to adequately maintain the grease interceptor to the satisfaction of the Manager of Water and Wastewater Services, the Manager of Water and Wastewater Services may require an alarmed monitoring device to be installed, at the expense of the Owner or operator, in accordance with specifications of CAN/CSA B-481.

14.2 Oil & Grease Interceptors – Vehicle & Equipment Services
Every Owner or operator of a vehicle or equipment service station, repair shop or garage or of an industrial, commercial or Institutional Premises or any other establishment where motor vehicles are
repaired, lubricated or maintained and where the sanitary discharge is directly or indirectly connected to a sewer shall install an Oil and Grease interceptor designed to prevent motor oil and lubricating grease from passing into the Sanitary Sewer in excess of the limits in this bylaw.

14.2.1 Installation – Vehicle & Equipment Service Interceptors
The Owner or operator of the Premises as set out in this subsection 14.2 shall install, operate, and properly maintain an Oil and Grease interceptor in any piping system at its Premises that connects directly or indirectly to a sewer. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Petroleum Products Institute (CPPI).

14.2.2 Maintenance – Vehicle & Equipment Service Interceptors
All Oil and Grease interceptors and separators shall be maintained in good working order and according to the manufacturer’s recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer’s specifications for performance and inspected to ensure the surface oil and sediment levels do not exceed the recommended level.

14.2.3 Maintenance Records – Vehicle & Equipment Service Interceptors
A maintenance schedule and record of maintenance shall be submitted to the Town annually for each Oil and Grease interceptor installed. The Owner or Operator of the Premises as set out in subsection 14.2 shall, for two years, keep documents of proof for interceptor clean-out and Oil and Grease disposal.

14.2.4 Restrictions – Vehicle & Equipment Service Interceptors
Emulsifiers shall not be discharged to the sewer system into interceptors. No person shall use enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of Oil and Grease through an Oil and Grease interceptor.

14.2.5 Failure to Comply – Vehicle & Equipment Service Interceptors
In the case of failure to adequately maintain the Oil and Grease interceptor to the satisfaction of the Town, the Town may require an alarmed monitoring device to be installed, at the expense of the Owner or operator.

14.3 Sediment Interceptors
Every Owner or operator of the Premises from which sediment may directly or indirectly enter a sewer, including but not limited to Premises using a ramp drain or area drain and vehicle wash establishments, shall install a sediment interceptor to ensure that such sediment is prevented from entering the Drain or sewer in excess of the limits in this bylaw.

14.3.1 Maintenance – Sediment Interceptors
All sediment interceptors shall be maintained, at the Owner’s expense, in good working order and according to manufacturer’s recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer’s specifications for performance.

14.3.2 Maintenance Records – Sediment Interceptors
A maintenance schedule and record of maintenance shall be submitted to the Town upon request for each sediment interceptor installed. The Owner or operator of a Premises as set out in subsection 14.3 shall, for two years, keep documentation of interceptor clean-out and sediment disposal.

14.3.3 Maintenance – Private Catch Basins, Storm water
The maintenance of catch basins installed on private property for the purposes of collecting storm water and carrying it into the Town Storm Sewers shall be the sole responsibility of the Owners.

14.4 Dental Waste Amalgam Separators
Every Owner or operator of the Premises from which Dental Amalgam may be discharged, which waste may directly or indirectly enter a Sanitary Sewer, shall install, operate and properly maintain Dental Amalgam Separator(s) with at least 95% efficiency in amalgam weight and certified ISO 11143 – “Dental Equipment: Amalgam Separators”, in any piping system at its Premises that connects directly or indirectly to a sewer, except where the sole dental-related practice at the Premises consists of one or more of the following specialties or type of practice:

- Orthodontics and dentofacial orthopedics;
- Oral and maxillofacial surgery;
- Oral medicine and pathology;
d) Periodontics; or,

e) A dental practice consisting solely of visits by a mobile dental practitioner who prevents any Dental Amalgam from being released directly or indirectly to the Wastewater Works.

14.4.1 Installation – Dental Waste Amalgam Separators
Notwithstanding subsection 14.4, any person operating a business from which dental waste amalgam is or could be discharged directly or indirectly to a sewer shall install, operate and properly maintain dental waste amalgam separator(s) in any piping system which is connected directly or indirectly to a sewer.

14.4.2 Maintenance – Dental Waste Amalgam Separators
All dental waste amalgam separators shall be maintained, at the owner’s expense, in good working order and according to the manufacturer’s recommendations. A maintenance schedule and record of maintenance shall be submitted to the Town upon request for each Dental Amalgam Separator installed.

14.4.3 Compliance – Dental Waste Amalgam Separators
Notwithstanding compliance with Subsection 14.4.1 and 14.4.2, all persons operating or carrying on the business of a dental practice shall comply with the limits as set out in Schedule “E” and Schedule “F” of this bylaw.

14.5 Pre-treatment Facilities
If effluent quality discharges are found to be in excess of the limits set out in “Schedule E” of this By-law, or where required by the Town, the Owner or operator shall install and operate on the Premises, and prior to the sampling point, a Wastewater Pre-treatment facility at the sole cost of the Owner or operator.

14.5.1 Operation and Maintenance – Pre-treatment facilities
The Owner or operator shall ensure the design, operation and maintenance of the Pre-treatment facility achieves the treatment objectives and is in accordance with the manufacturer’s recommendations.

14.5.2 Bio-solids Disposal – Pre-treatment facilities
The Owner or operator shall ensure any waste products from the Pre-treatment facility are disposed of in a safe manner.

14.5.3 Maintenance Records – Pre-treatment facilities
All maintenance records and waste disposal records shall be available to the Town upon request. The Owner or operator shall keep documentation pertaining to the Pre-treatment facility and waste disposal for a period of no less than five years.

Section 15
Agreements

15.1 Agreements
A person may discharge or deposit sewage into or in any connection to a Sanitary Sewer, otherwise prohibited by this by-law, where authorized, and only to the extent of such authorization, by:

15.1.1 Industrial Waste Surcharge Agreement (IWSA)
An Industrial Waste Surcharge Agreement (IWSA), which may include, without limitation, conditions for payment of additional costs of operation, repair and maintenance of the sewage works, restrictions on the discharge, and such other terms and conditions as may be deemed appropriate by the Manager of Water and Wastewater Services.

15.1.2 Sanitary Discharge Agreement (SDA)
A Sanitary Discharge Agreement (SDA), which may include, without limitation, conditions for payment for water pollution control treatment purposes that otherwise would have been obtained from a surcharge on the Water it has been supplied by the Town, restrictions on the discharge, and such other terms and conditions as may be deemed appropriate by the Manager of Water and Wastewater Services.
15.1.3 Hauled Sewage Discharge Agreement (HSDA)
A Hauled Sewage Discharge Agreement (HSDA), which may include, without limitation, conditions for payment, restrictions on the discharge, and such other terms and conditions as may be deemed appropriate by the Manager of Water and Wastewater Services.

15.1.4 Wastewater Reduction Agreement (WRA)
A Wastewater Reduction Agreement (WRA) in respect of industrial Premises that meet the restrictions as stated in Section 15.2.4 and adhere to strict requirements including but not limited to, conditions for flow monitoring, data collection and reporting, effluent discharge requirements and such other terms and conditions as may be deemed appropriate by the Manager of Water and Wastewater Services.

15.1.5 Charges
Notwithstanding section 4.2 of this by-law, Wastewater Charges charged to and payable by a person subject to an in-force Industrial Waste Surcharge Agreement (IWSA), Sanitary Discharge Agreement (SDA), Hauled Sewage Discharge Agreement (HSDA), and Wastewater Reduction Agreement (WRA) shall be charged in accordance with such agreement and this section.

15.2 Restrictions on Agreements
The agreements referenced in Subsection 15.1 herein have restrictions and specific requirements when pursuing such agreements. Restrictions on the agreements detailed within Subsection 15.1 are as follows:

15.2.1 Restrictions – Industrial Waste Surcharge Agreement (IWSA)
An Industrial Waste Surcharge Agreement (IWSA) may only be entered into with respect to the discharge of the following treatable parameters in wastewater: Biochemical Oxygen Demand (BOD), Total Phosphorus (TP), Oil and Grease (O&G) of animal and vegetable origin, Total Suspended Solids (TSS) and Total Kjeldahl Nitrogen (TKN). Schedule “G” of this By-law provides the maximum concentrations the Town will consider for Industrial Waste Surcharge Agreement, however actual concentrations allowed under an Industrial Waste Surcharge Agreement (IWSA) will be at the sole discretion of the Town.

15.2.2 Restrictions – Sanitary Discharge Agreement (SDA)
A Sanitary Discharge Agreement (SDA) may only be entered into with respect to the discharge of sewage, which contains water that has originated from a source other than the Town Water System.

15.2.3 Restrictions – Hauled Sewage Discharge Agreement (HSDA)
A Hauled Sewage Discharge Agreement (HSDA) may only be entered into with respect to the discharge of hauled sewage originating from septic tanks, portable toilets, or holding tanks and household pet waste within the Town.

15.2.4 Restrictions – Wastewater Reduction Agreement (WRA)
In addition to and without limitation to any condition that the Town may require in a Wastewater Reduction Agreement (WRA) on a case by case basis, a Waste Reduction Agreement (WRA) may only be entered into for an industrial property and, unless otherwise determined by Council, within the following parameters:

15.2.4.1 Application for Wastewater Reduction Agreement (WRA)
One application under subsection 15.1.4 for a Wastewater Reduction Agreement (WRA) shall be made for each Premises for which the Owner or Customer seeks an exemption.

15.2.4.2 Wastewater Charge Calculation
Unless otherwise determined by the Town on a case by case basis, the Wastewater Charge pursuant to a Wastewater Reduction Agreement (WRA) shall be determined as follows:

(a) The Customer or Owner of a Premises in the Town that receives Wastewater services shall pay Wastewater services charges based on Water use, and consisting of a fixed Base Rate Charge-Wastewater and a Usage Charge-Wastewater as defined in this by-law, and as set out in section 2.0 of Schedule “A” of this by-law, as amended from time to time;

(b) The Customer or Owner may be eligible for a rebate from the amount charged and payable pursuant to s. 15.2.4.2(a) above, based on the difference between Water
quantity used (m$^3$) and actual effluent volumes discharged into the Town’s Wastewater Works (m$^3$) as recorded by a Flow Monitoring Device, installed and operating to the satisfaction of the Town, and multiplying this amount by the Quantity Charge/m$^3$ as set in as the Usage Charge-Wastewater in section 2.0 of Schedule “A”, and as represented by the following formula:

Rebate pursuant to a Waste Reduction Agreement (WRA) if eligible

\[
\text{Rebate} = (\text{Water quantity used m}^3 - \text{actual effluent volumes discharged into Town’s Wastewater works m}^3) \times \text{Quantity Charge ($)/m}^3 \text{ as set out in Section 2.0 of Schedule “A”}
\]

(c) The rebate pursuant to a Wastewater Reduction Agreement (WRA), if eligible, will be determined on a Bi-Monthly basis, one billing cycle in arrears.

15.2.4.3 Conditions for a Wastewater Reduction Agreement (WRA)

In order for an Owner or Customer to qualify for a Wastewater Reduction Agreement (WRA), the following conditions must be satisfied:

a. The Owner or Customer must consume on the Premises at least 15,000 cubic meters of Water annually;

b. A minimum of 20 percent of the Water consumed on the Premises must be diverted from the Town’s Wastewater Works; and,

c. A Limited Water Audit, at the Owner’s or Customer’s sole expense, must be performed and a report certified by a Professional Engineer be submitted to the satisfaction of the Manager of Water and Wastewater Services.

d. The Owner or Customer must have an active Industrial Waste Surcharge Agreement (IWSA) with the Town in respect of the Premises, and have demonstrated compliance with the Industrial Waste Surcharge Agreement (IWSA) for a period of not less than three consecutive months prior to the approval of a Wastewater Reduction Agreement (WRA).

15.2.4.4 Municipal Connections

The Owner or Customer shall not be eligible for a Wastewater Reduction Agreement (WRA) under this Section if the Premises are not fully connected to the Town’s Water and Wastewater systems.

15.2.4.5 Wastewater Reduction Agreement (WRA) Effective Date

A Wastewater Reduction Agreement (WRA), if approved by Council, shall be effective from the date that its terms and conditions have been agreed to in writing between the Town (by Council) and the Owner or Customer.

15.2.4.6 Effluent Metering

Prior to any Wastewater Reduction Agreement (WRA), the Owner or Customer shall at the Owner or Customer’s sole expense, install or replace Flow Monitoring Devices of a standard approved by the Manager of Water and Wastewater Services on all process and effluent discharge lines designated by the Manager of Water and Wastewater Services. The Owner or Customer shall own such Flow Monitoring Devices installed pursuant to this section.

15.2.4.7 Effluent Metering Maintenance and Calibrations

All Flow Monitoring Devices shall, at the Owner’s or Customer’s sole expense, be properly tested and calibrated, at least once every 12-months to the satisfaction of the Manager of Water and Wastewater Services and be maintained in proper working order at all times. Test and calibration reports are to be provided to the Manager of Water and Wastewater Services no later than 30-days following the end of the 12-month cycle. Failure to complete and provide test and calibration reports may result in immediate termination of the Wastewater Reduction Agreement (WRA).
15.2.4 Monitoring Expenses
Where the Town incurs expenses to ensure that the Owner or Customer is in compliance with this subsection or any other requirement under a Wastewater Reduction Agreement (WRA), the Owner or Customer may be charged, and shall pay, fees as set out in section 8.3.3 of Schedule “A” to the By-Law.

15.2.4.9 WRA Transferability
A Wastewater Reduction Agreement (WRA) is not transferable or assignable and the Town must be notified ten (10) days prior to any change in ownership of the subject Premises.

15.2.4.10 WRA Termination
The Manager of Water and Wastewater Services may revoke a Wastewater Reduction Agreement (WRA) in the event that the Owner or Customer fails to comply with any of the conditions to qualify for the Wastewater Reduction Agreement (WRA), any of the conditions of the Wastewater Reduction Agreement (WRA), this by-law or any other Town By-Law.

15.3 Sampling Requirements - Agreements
Sampling and testing of the Wastewater being discharged into the Wastewater collection system shall be conducted by the Town, at the Owner’s expense, using automated sampling devices or at the discretion of the Manager of Water and Wastewater Services, in accordance with the following manual sampling protocol:

15.3.1 Manual Sampling Protocol - Agreements
Samples from the effluent produced at a location will be collected each day for a minimum of two days. A minimum of two Grab Samples of equal volume shall be taken each day, and such samples shall be taken at least one hour apart. The analysis shall be conducted on a Composite Sample made of each day’s Grab Samples and the respective results of these tests shall be averaged to determine the characteristics and concentration of the effluent being discharged into the Wastewater collection system.

15.4 Sampling Requirements for Spills - Agreements
The Town reserves the right, in the event of a Spill or major release of highly concentrated effluent, to calculate the surcharge based on a single Grab Sample. Whether Spilled or released material qualifies as highly concentrated effluent shall be determined at the sole discretion of the Town.

15.5 Form and Layout - Agreements
All agreements contemplated by this section shall be in a form satisfactory to the Manager of Water and Wastewater Services, and subject to the approval of Council.

15.6 Emergency Termination - Agreements
Any Industrial Waste Surcharge Agreement (IWSA), Sewage Discharge Agreement (SDA), Hauled Sewage Discharge Agreement (HDSA) or Wastewater Reduction Agreement (WRA) may be terminated or suspended by the Manager of Water and Wastewater Services by written notice at any time that there is an Emergency situation of immediate threat or danger to any person, property, plant or animal life, water or sewage works.

15.7 Notification of Change - Agreements
Where a person has entered into an Industrial Waste Surcharge Agreement (IWSA), Sewage Discharge Agreement (SDA), Hauled Sewage Discharge Agreement (HDSA) or Wastewater Reduction Agreement (WRA) with the Town in respect of a Premises:

a) Such person shall notify the Manager of Water and Wastewater Services, in writing, within no more than 10 days of the occurrence, of:

i. Any change in ownership of the property or Premises upon or from which the discharge of sewage is occurring;
ii. In the case where such party is a lessee or licensee of the property or Premises upon or from which the discharge of sewage is occurring, the termination of such lease or license;
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;

v. Any change in the manner of discharge or deposit of the sewage by such person;

b) In the event that a person fails to provide written notice as required by this subsection, such agreement with the Town may terminate on the 11th day following such occurrence.

15.8 Transferability - Agreements
An Industrial Waste Surcharge Agreement (IWSA), Sewage Discharge Agreement (SDA), Hauled Sewage Discharge Agreement (HDSA) or Wastewater Reduction Agreement (WRA) shall not be assignable or in any way transferable to any other person or corporation without the express written authorization of the Town.

15.9 Flow Monitoring Device-Tampering
No person shall remove, damage, alter or tamper with any Flow Monitoring Device unless authorized by the Town.
Part 4

Storm water Services

Water Systems By-Law
(Water, Wastewater & Storm water)
Section 16

Storm water Collection Requirements

16.1 Discharge – Storm water System Requirements
No person shall discharge or deposit directly or indirectly, or cause or permit the discharge or deposit of matter of any type into a Storm Sewer, Watercourse, Town or private connection to any Storm Sewer which may or could:

a) Interfere with proper operation of a Storm Sewer;

b) Obstruct or restrict a Storm Sewer or the flow therein;

c) Damage a Storm Sewer;

d) Result in any hazard or other adverse impact to any person, animal, property or vegetation;

e) Contravene or result in the contravention of a certificate of approval or provisional certificate of approval issued under the Ontario Water Resources Act, R.S.O. 1990, c. O.40, or the Environmental Protection Act, R.S.O. 1990, c. E.19 with respect to the Storm Sewer, its discharge, or both the sewer and its discharge;

f) Have a visible film, sheen or discolouration;

g) Have two or more separate layers;

h) Have a pH less than 6.0 or greater than 9.5;

i) Have a temperature greater than 40 degrees Celsius;

j) Contain Acute Hazardous Waste Chemicals;

k) Contain Blowdown Water;

l) Contain Combustible Liquids;

m) Contain floating debris;

n) Contain Fuels, hauled sewage, hauled sewage or sewage;

o) Contain hazardous industrial waste, Hazardous Substances, waste chemicals, or Ignitable Waste;

p) Contain Pathological Waste, PCBs, Pesticides or Reactive Waste;

q) Contains severely toxic waste, Radioactive Waste or waste disposal site leachate;

r) Contain E.Coli colonies in excess of 200 per 100 ml;

s) Contain contaminants from raw materials, intermediate or final products or Wastewater from an industrial operation;

t) Contain a concentration, expressed in milligrams per litre, in excess of any one or more of the limits set out in Schedule “F” of this By-law.

16.2 Drainage – Storm water Requirements
No Owner of residential, industrial, commercial or Institutional Premises shall do or cause to be done anything which may increase the design peak flow rates of storm water or impair the quality of storm water discharged to a Storm Sewer.

16.3 Storm water Connection Prohibitions
The direct connection of any new Storm water connection to the Town’s Storm Sewer system is prohibited for any new or reconstructed residential, industrial, commercial or Institutional Buildings. No direct or indirect interconnection between the private storm drainage system and the private sanitary drainage system is permitted.

16.4 Storm water Discharge to Grade
Subject to section 16.4.1, no person shall construct, install, maintain, cause or permit to be constructed, installed or maintained, drainage from any roof water leader or downspout that conveys storm water from any residential, industrial, commercial or Institutional Buildings directly or indirectly to a sanitary or Storm Sewer connection for the purpose of storm water drainage. Storm water shall be discharged at grade, away from the Building in such a manner that the storm water will not accumulate at or near the Building and will not adversely affect adjacent properties, will not discharge directly onto the street, lane or sidewalk and will not create hazardous conditions.

16.4.1 Storm water Discharge to Grade - Exception
Section 16.4 does not apply in respect of Buildings developed pursuant to approved plans of subdivision and/or site plan agreements that permitted as part of those approvals and agreements storm water connections directly into the Town’s Storm Sewer system.
16.5 Storm water Disconnections
The Owner of any Building which has a roof water leader or sump pump discharging storm water or clear water from foundations, either directly or indirectly, into the Town’s Wastewater Works shall disconnect the down-pipe from the underground portions at grade and shall conduct the storm water or clear water from the foundations away from the Building in such a manner that the water will not accumulate at or near the Building, will not adversely affect adjacent properties, will not discharge directly onto the street, lane, or sidewalk and will not create hazardous conditions.

16.6 Storm water Connection Exemption Application
Where compliance with subsections 16.3 and/or 16.4 compromises or creates a hazardous condition or situation, an application may be made to the Manager of Water and Wastewater Services for an exemption from the provisions of subsection 16.3 and/or 16.4. Approval or denial of an exemption will be at the sole discretion of the Town.

16.7 Sump Pump Discharge – Storm water Requirements
Subject to section 16.4.1, sump pumps are to be installed for the purpose of discharging clear water from foundation drains and ground infiltration and shall discharge onto the surface of the ground and flow overland away from the Building in such a manner that the storm water will not accumulate at or near the Building, will not adversely affect adjacent properties, will not discharge directly onto the street, lane or sidewalk and will not create hazardous conditions.

16.7.1 Prohibited Discharge – Sump Pump Discharge
At no time shall a sump pump discharge directly or indirectly into the Town’s Wastewater Works. A sump pump discharge in any manner other than as specified in Section 16.7 shall constitute a violation and be subject to the penalties and remedies as set forth in this by-law.

16.7.2 Violation & Responsibilities – Sump Pump Discharge
A violation of this by-law will have been deemed to occur where the discharge from a sump pump, or other storm water discharge such as rain leaders or downspouts causes damage to Town land, highways, roads, right-of-ways, walkways, such as, but not limited to icing problems, damage, standing water, ponding or flows over adjoining properties. If such conditions exist or are created, the Manager of Water and Wastewater Services shall require the Owner or Occupant of the Premises to discharge the water in such a way that it will not accumulate at or near the Building, will not adversely affect adjacent properties, will not discharge directly onto the Town land, highway, road, right-of-way, or walkways, and will not create hazardous conditions. Should adverse conditions be created, the Owner of the Premises where the discharge originated from will be solely responsible for any and all costs associated with remediation efforts, as deemed necessary by the Town, and in addition shall pay the charge as set out in section 8.4.1 of Schedule “A” of this by-law.

16.7.3 Authority to Inspect – Sump Pump Discharge
The Town has the authority to carry out any inspection reasonably required to ensure compliance with this Section. No person shall hinder or prevent the Town from carrying out any of their powers or duties.

Section 17
Private Swimming Pool Water

17.1 Conventional Non-Salt Water Swimming Pools, Hot Tubs, Spas or Wading Pools
The following subsection 17.1 applies to the discharge of water from private conventional non-salt water swimming pools, hot tubs, spas or wading pools:

17.1.1 Pool Wastewater Discharge - Prohibition
No person shall discharge Wastewater from a swimming pool, hot tub, spa or wading pool:

a) Into the storm drainage system, unless otherwise permitted under subsection 17.1.3; or,
b) In a manner that may cause or causes the Wastewater to flow onto an adjoining property; or,
c) Over a valley or ravine wall or slope in a manner that may cause or causes the erosion or instability of the valley or ravine wall or slope; or;
d) In a manner other than is permitted under Sub-Sections 17.1.2 or 17.1.3.

17.1.2 Permitted Pool Wastewater Discharge
Unless otherwise prohibited under subsection 17.1.1, a person is permitted to discharge Wastewater from a swimming pool, hot tub, spa or wading pool either:

a) By way of a temporary connection to the Sanitary Sewer, providing the owner has received permission to do so by the Town or Operating Authority; or,

b) By way of a controlled discharge to the Owner’s Premises such that the discharge is at all times contained within the Owner’s Premises until it evaporates or infiltrates into the ground.

17.1.3 Permitted Pool Wastewater Discharge to Storm System
A person is permitted to discharge Wastewater from a swimming pool, hot tub, spa or wading pool to a Storm Sewer provided that all of the following conditions are met:

a. There are no algaecides in the swimming pool, hot tub, spa or wading pool; and,

b. The swimming pool, hot tub, spa or wading pool water is held in the pool for one week after the last dosage of chlorine and the chlorine concentration in the wastewater is at or below 0.01 mg/L, or the swimming pool, hot tub, spa or wading pool water is treated with sodium sulphate to achieve the 0.01 mg/L total chlorine limit; and,

c. The copper concentration of the swimming pool, hot tub, spa or wading pool water is at or below 0.04 mg/L.

17.2 Salt Water Swimming Pools, Hot Tubs, Spas or Wading Pools
The following subsection 17.2 applies to the discharge of water from private salt water swimming pools, hot tubs, spas or wading pools:

17.2.1 Salt Water Pool Wastewater Discharge
No person shall discharge Wastewater from a salt water swimming pool, hot tub, spa or wading pool except:

a. To the Sanitary Sewer, either by a permanent connection to the sanitary Drain on the Owner’s Premises, or via a temporary connection to the sanitary Drain on the Owner’s Premises.

b. By way of a controlled discharge to the Owner’s Premises such that the discharge is at all times contained within the Owner’s Premises until it evaporates or infiltrates into the ground provided that it does not migrate onto adjacent lands.

17.3 Rainwater on Tarps
Rainwater resting on a tarp which covers a swimming pool, hot tub, spa of wading pool may be discharged into a Storm Sewer, subject to Section 16 of this by-law.

17.4 Filter Backwash Water
The backwash water from the swimming pool filter shall be discharged to the Sanitary Sewer or Owner’s Premises in a manner that does not flow onto the street or a neighbouring property.
Part 5

Compliance and Enforcement
Section 18
Compliance Programs

18.1 Industrial Wastewater Compliance Program
An Industry may be required to submit to the Town, at the sole request of the Town, a proposed Compliance Program setting out activities to be undertaken by the Industry that would result in the prevention or reduction and control of the discharge or deposit of matter from the Industry's Premises into the Town's Wastewater Works or a private sewer system. Compliance Program submissions will only be considered for existing Industries; new discharges and dischargers must fully comply with this By-law.

18.2 Industrial Storm water Compliance Program
An Industry may be required to submit to the Town, at the sole request of the Town, a proposed Compliance Program setting out activities to be undertaken by the Industry that would result in the prevention or reduction and control of the discharge or deposit of Uncontaminated Water, Groundwater or storm water from the Industry's Premises to eliminate the discharge of matter into Town or private storm water connections. Compliance Program submissions will only be considered for existing industries; new discharges and dischargers must fully comply with this By-law.

18.3 Compliance Program Approvals
Upon receipt of the proposed Compliance Program pursuant to subsections 18.1 and/or 18.2, the Town may issue an approval for a Compliance Program for an Industry to discharge an effluent that does not comply with the limits set out in Schedule “E” or Schedule “F” of this by-law. The Industry shall be entitled to make non-complying discharges in the amount, and only to the extent set out in the Town’s approval during the planning, design and construction or installation of facilities or works needed to implement the approved Compliance Program.

18.4 Compliance Program Duration
Every proposed Compliance Program shall be for a specified length of time during which Pre-treatment facilities or other measures are to be installed or implemented and shall be specific as to the remedial actions to be implemented by the Industry, the dates of commencement and completion of the activity and the materials or other characteristics of the matter to which it relates. The final activity completion date shall not be later than the final compliance date for the Compliance Program.

18.5 Authority of the Town – Compliance Programs
The Manager of Water and Wastewater Services, when authorized by Council, may execute agreements with Industries with respect to approved Compliance Programs. These agreements may include a provision for a reduction in the payment otherwise required from the Industry to the Town pursuant to an Industrial Waste Surcharge Agreement (IWSA), Sanitary Discharge Agreement (SDA), Hauled Sewage Discharge Agreement (HSDA), or Wastewater Reduction Agreement (WRA). The reduction in payment to the Town may be in such an amount and for such duration as the agreement may specify.

18.6 Compliance Programs - Termination
The Town may terminate any approved Compliance Program entered into pursuant to Section 18 by written notice at any time to the Industry in the event that the Industry fails or neglects to carry out or diligently pursue the activities required of it under its approved Compliance Program, and in the event of any such termination, the Industry shall pay to the Town the full difference in amount between what it was required to pay to the Town pursuant to the Industrial Waste Surcharge Agreement (IWSA), Sanitary Discharge Agreement (SDA), Hauled Sewage Discharge Agreement (HSDA), or Wastewater Reduction Agreement (WRA) and the amount actually paid to the Town as a result of having entered into an agreement with respect to the approved Compliance Program.
Section 19
Dilution Restrictions

19.1 Prohibition of Dilution - Wastewater
No person shall discharge, directly or indirectly, or permit the discharge or deposit of Wastewater into a Sanitary Sewer works, where water has been added to the discharge for the purposes of dilution to achieve compliance to this by-law.

19.2 Prohibition of Dilution – Storm water
No person shall discharge, directly or indirectly, or permit the discharge or deposit of storm water into a Storm Sewer works, where water has been added to the discharge for the purposes of dilution to achieve compliance to this by-law.

Section 20
Compliance Sampling and Monitoring Access Points

20.1 Sample Collection and Preservation
Where sampling is required for the purposes of determining the concentration of constituents in the Wastewater, storm water or Uncontaminated Water, the sample may be collected manually or by using an automatic sampling device and may or may not contain additives for preservation.

20.2 Sample Locations
For the purpose of determining compliance with Schedule “E” or “Schedule “F” or Schedule “G”, a discrete Wastewater or storm water stream within the Premises or within the collection system may be sampled, at the discretion of the Town.

20.3 Grab Samples
Any single Grab Sample may be used to determine compliance with “Schedule “E” or Schedule “F” or Schedule “G” of this by-law.

20.4 Sample Expenses
The obligations set out in or arising out of Subsection 20.1 or 20.2 shall be completed by the Town, at the sole expense of the discharger.

20.5 Analytical Laboratory Testing
All tests, measurements, analysis and examinations of Wastewater or Storm water pursuant to this by-law, including but not limited to characteristics or contents, shall be carried out in accordance with “Standard Methods” and be performed by an Accredited Laboratory for analysis of the particular substance(s) using a method which is within the laboratory’s scope of accreditation or to the satisfaction of the Town as agreed in writing prior to sample analysis.

20.6 Monitoring Location Points
The Monitoring Access Point or alternative device such as a Sampling Port shall be located on the Premises of the Owner or Operator of the Premises, as close to the property line as possible, unless the Town has given prior written approval for an alternative location.

20.7 Monitoring Location Installation and Maintenance
Each Monitoring Access Point, device or facility installed shall be designed and constructed in accordance with good practices, and shall be constructed and maintained by the Owner or Operator of the Premises at their own expense.

20.8 Monitoring Location Accessibility
The Owner or Operator or an industrial, commercial or Institutional premises, or multi-residential Building shall at all times ensure that every Monitoring Access Point, alternative device or facility installed as required by this by-law is Accessible to the Town for the purposes of observing, sampling, and flow measurements of the Wastewater, storm water or Uncontaminated Water within.

20.9 Sampling Ports
The following discharger activities require Sampling Ports when it is not possible to install a Monitoring Access Point:
a. Dental Office; and,
b. Businesses using photographic processing units.

Section 21
Discharger Self-monitoring

21.1 Discharger Self-Monitoring
The discharger shall complete any monitoring or sampling of any discharge to a Wastewater Works or Storm water works, as required by the Town, and provide the results to the Town in the form specified by the Town.

21.2 Monitoring Expenses
The obligations set out in or arising out of subsection 21.1 shall be completed at the sole expense of the discharger.

Section 22
Spills

22.1 Spill Notification(s)
In the event of a Spill to a Wastewater Works and / or Storm water works, the person responsible or the person having the charge, management and control of the Spill shall immediately notify and provide any requested information with regards to the Spill to:

a. 9-1-1 Emergency (if there is any immediate danger to human health and / or safety);
b. The Town of St. Marys Manager of Water and Wastewater Services;
c. The Owner of the Premises where the release occurred; and,
d. Any other person / agency whom the person reporting knows or ought to know may be directly affected or interested by the release.

22.2 Spill Containment, Remediation and Restoration
(a) The person responsible for the Spill and the person having the charge, management and control of the Spill shall do everything reasonably possible 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.

(b) Where the person responsible for the Spill or the person having charge, management and control of the Spill fails or neglects to carry out or diligently pursue the activities required of it in this subsection, the Town may take such measures as they deem appropriate to contain the Spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the Spill and associated residue and restore the affected area to its condition prior to the Spill and recover any associated costs from the person responsible for the Spill and/or the person having the charge, management and control of the Spill.

22.3 Spill Reporting Requirements
The person responsible for the Spill or the person having the charge, management and control of the Spill shall provide a detailed report on the Spill to the Town, within five (5) business days after the Spill, containing the following information to the best of their knowledge:

a. Location of where the Spill occurred;
b. Name and telephone number of the person who reported the Spill and the location and time where they can be contacted;
c. Name of the person who discharged or deposited, or who is believed to have discharged or deposited, the material to the sewage works;
d. Date and time of the Spill;
e. Material Spilled, including characteristics and composition of material spilled;
f. Volume of material Spilled;
g. Duration of the Spill event;
h. Work completed and any work still in progress in the mitigation of the Spill;
i. Preventative actions being taken to ensure a similar Spill does not occur again; and,
j. Copies of applicable Spill prevention and Spill response plans.
22.4 Spill Response Expenses
The Town may invoice the person or Owner responsible for the Spill to recover costs of the time, materials and services arising as a result of the Spill, incurred by the Town. The person or Owner responsible for the Spill shall be the costs as invoiced by the Town.

22.5 Duty to Report – Government Agencies
Nothing in this by-law relieves any person from complying with any notification or reporting provisions of:

a. Other government agencies, including federal and provincial agencies, as required and appropriate for the material and circumstances Spilled; and,

b. Any other by-law of the Town.

Section 23
Access to Information

23.1 Public Information
All information submitted to and collected by the Town that is contained in plan summaries, reports, surveys, monitoring and inspection and sampling activities will be available for disclosure to the public in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, and/or as may otherwise be required by law, and/or in furtherance of the Town’s enforcement and prosecutions under this by-law.

23.2 Confidential or Proprietary Information
In the event that any person in submitting information to the Town, in any form, as required by this by-law, where such information is confidential or proprietary or otherwise, may be exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56, the person submitting the information shall so identify that information upon its submission to the Town and shall provide sufficient details as to the reason for its purported exemption from disclosure.

23.3 Environmental Compliance Approvals
The Town shall have access to, and copies provided to any and all information contained in applicable Environmental Compliance Approvals (ECAs), formerly Certificate of Approvals (CofAs) of any Wastewater discharger to the Town’s Wastewater Works.

Section 24
Inspection

24.1 Authority to Inspect
The Town has the authority to carry out any inspection reasonably required to ensure compliance with this by-law, including, but not limited to:

a) Inspecting, observing, sampling, testing and measuring the flow in any private:
   i. Drainage System;
   ii. Wastewater Disposal System;
   iii. Pre-Treatment Facility;
   iv. Storm water;
   v. Clear-water waste;
   vi. Subsurface Water;
   vii. Storm water Management Facility; and,

b) Determine Water consumption by reading Water / Wastewater Meters.

c) Test Flow Measuring Devices.

d) Collect and analyze samples of Hauled Wastewater coming to a discharge location.

e) Make inspections of the types and quantities of chemicals being handled or used on the Premises in relation to possible release to a drainage system or Watercourse.

f) Inspect and copy documents or remove documents from Premises to make copies.

g) Inspect chemical storage areas and spill containment facilities and request Material Safety Data Sheets (MSDS) for materials stored or used on-site.
h) Inspect the Premises where a release of a prohibited or restricted wastes or of water containing prohibited or restricted wastes has been made or is suspected to having been made, and to sample any or all matter that in the Town’s opinion could have been part of the release.

24.2 Inspection(s)
The Town may, on reasonable notice, at any reasonable time enter onto the Premises of any Owner supplied by Water by the Town to inspect, repair, alter or disconnect the service pipe or wire, machinery, equipment or other works used to supply the Water service, or to inspect, install, repair, replace or alter a public utility meter, or to inspect for compliance with this By-Law.

24.3 Inspection – Access
No person shall hinder or obstruct, or attempt to hinder or obstruct the employees, or agents of the Town in the exercise of a power or performance of a duty under this by-law.

24.4 Access to Dwellings
The Town shall not enter a place being used as a Dwelling unless:

a) the consent of the Owner or Occupant is first obtained, ensuring the Owner or Occupant is first advised that entry may be denied and in such circumstance, entry can only occur thereafter under authority of a warrant;

b) a warrant issued under Section 158 of the Provincial Offences Act is obtained;

c) a warrant issued under Section 439 of the Municipal Act, 2001 is obtained;

d) a warrant issued under subsection 386.3 of the Municipal Act, 2001 is obtained;

e) an order issued under Section 438 of the Municipal Act, 2001 is obtained; or

f) the delay necessary to obtain a warrant or the consent of the Owner or Occupant would result in the immediate danger to the health or safety of any person.

24.5 Entry on Land-Notice
Unless specifically provided for in this by-law, whenever the Town exercises a power of entry pursuant to this by-law, the Town will provide reasonable notice of the proposed entry to the Owner or Occupant of the Premises by personal service or prepaid mail or by posting the notice on the land in a conspicuous place, or such other method deemed advisable by the Manager of Water and Wastewater Services.

Section 25
General Provisions

25.1 Manager of Water and Wastewater Services—Administration
Except where otherwise provided in this by-law, this by-law will be administered by the Manager of Water and Wastewater Services, as may be appointed by Town Council or designated by the Town’s Chief Administrative Officer, and/or the Manager of Water and Wastewater Services’ designate.

25.2 Duty to Appoint
Where required in the discretion of the Town, the Town may designate a representative or company that would have the same authority and responsibilities as the Town as laid out in this by-law.

25.3 Conflicts with another Municipal By-Law
In the event of a conflict between the provisions of this By-Law and any other By-Law of the Town, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

25.4 Validity
If a court of competent jurisdiction declares any subsection, section or part of this by-Law invalid, it is the intention of Council that the remainder of the by-Law shall continue to remain in force.

25.5 Severance
All schedules, forms, and tables attached to this by-law shall form part of this by-law, and the clauses, schedules and parts of schedules of this by-law shall all be severable and any part of any of the schedules hereto annexed may be by by-law altered by adding thereto or deleting therefrom.
Section 26
Offences

26.1 Offences
Every 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 Provincial Offences Act.

26.2 Fines
(a) In addition to any other provision of this By-law, any person who contravenes any provision of this By-law is guilty of an offence and on conviction is liable to a minimum fine of $500.00 and a maximum fine of $100,000.00 as provided for in subsection 429(3)(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

(b) A person who is convicted of an offence under this By-law is liable, for each day or part of a day that the offence continues, to a minimum fine of $500.00 and a maximum fine of $10,000.00 and the total of all daily fines for the offence is not limited to $100,000.00 as provided for in subsection 429(3)(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

26.3 Prohibition
When a person has been convicted of an offence under this By-law,
(a) the Ontario Court of Justice; or

(b) any court of competent jurisdiction thereafter,

may, in addition to any penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed toward the continuation or repetition of the offence.

Section 27
Previous By-Laws – Repealed

27.1 Previous By-Laws – Repealed
All previous by-laws pertaining to the water distribution system are hereby repealed in their entirety: By-Law 28-2011 is hereby repealed; By-Law 73-2012 is hereby repealed.

All previous by-laws pertaining to the Wastewater collection system and storm water system are hereby repealed in their entirety with the exception of Town By-law 78 of 2003, being a by-law to require the connection of buildings in the Town of St. Marys to main sanitary sewers, where available, as amended: By-Law 07-2012 is hereby repealed.

Section 28
Effective Date

28.1 Effective Date
This by-law comes into force and effect on the date it is passed.

Read a first and second time this 21st day of October,, 2014.

Read a third and final time and passed this 21st day of October, 2014.

______________________________
Steve Grose, Mayor

______________________________
Kevin McIlwain, CAO/Clerk
1.0 Water Supply:

Definition of Billing Tier’s:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Water Quantity Used (cubic metres, Bi-Monthly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>0-500</td>
</tr>
<tr>
<td>Tier 2</td>
<td>501-1,500</td>
</tr>
<tr>
<td>Tier 3</td>
<td>1,501 or greater</td>
</tr>
</tbody>
</table>

Base Rate Charge-Water:

<table>
<thead>
<tr>
<th>Base Rate - Charge - Water</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>$26.00</td>
<td>$26.78</td>
<td>$27.58</td>
<td>$28.41</td>
<td>$28.98</td>
<td>$29.56</td>
</tr>
<tr>
<td>Tier 2</td>
<td>$100.00</td>
<td>$103.00</td>
<td>$106.09</td>
<td>$109.27</td>
<td>$111.46</td>
<td>$113.69</td>
</tr>
<tr>
<td>Tier 3</td>
<td>$400.00</td>
<td>$412.00</td>
<td>$424.36</td>
<td>$437.09</td>
<td>$445.83</td>
<td>$454.75</td>
</tr>
</tbody>
</table>

Effective January 1st of Each Year

For cases of ownership change during a Bi-Monthly billing period the applicable Base Rate Charge-Water shall be prorated with the proportions based on time of Premises ownership during the billing period.

Usage Charge-Water:

<table>
<thead>
<tr>
<th>Usage Rate - Charge - Water</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>$1.38</td>
<td>$1.42</td>
<td>$1.46</td>
<td>$1.51</td>
<td>$1.54</td>
<td>$1.57</td>
</tr>
<tr>
<td>Tier 2</td>
<td>$1.25</td>
<td>$1.29</td>
<td>$1.33</td>
<td>$1.37</td>
<td>$1.39</td>
<td>$1.42</td>
</tr>
<tr>
<td>Tier 3</td>
<td>$1.00</td>
<td>$1.03</td>
<td>$1.06</td>
<td>$1.09</td>
<td>$1.11</td>
<td>$1.14</td>
</tr>
</tbody>
</table>

Effective January 1st of Each Year

Usage Charge Water = Water Quantity Used m³ x Quantity Charge/m³

Water Charge = Base Rate Charge-Water + Usage Charge-Water
2.0 Wastewater Discharge:

Definition of Billing Tier's:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Water Quantity Used (cubic metres, Bi-Monthly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>0-500</td>
</tr>
<tr>
<td>Tier 2</td>
<td>501-1,500</td>
</tr>
<tr>
<td>Tier 3</td>
<td>1,501 or greater</td>
</tr>
</tbody>
</table>

Base Rate Charge-Wastewater:

<table>
<thead>
<tr>
<th>Base Rate Charge - Wastewater</th>
<th>Charge ($) Bi-Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>$30.00</td>
</tr>
<tr>
<td>Tier 2</td>
<td>$100.00</td>
</tr>
<tr>
<td>Tier 3</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

Effective January 1st of Each Year

For cases of ownership change during a Bi-Monthly billing period the applicable Base Rate Charge-Wastewater shall be prorated with the proportions based on time of Premises ownership during the billing period.

Usage Charge-Wastewater:

<table>
<thead>
<tr>
<th>Usage Rate Charge – Wastewater (Based on Water Used)</th>
<th>Quantity Charge ($) /m³</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>$1.15</td>
</tr>
<tr>
<td>Tier 2</td>
<td>$1.00</td>
</tr>
<tr>
<td>Tier 3</td>
<td>$0.70</td>
</tr>
</tbody>
</table>

Effective January 1st of Each Year

Usage Charge Wastewater = Water Quantity Used m³ x Quantity Charge/m³

Wastewater Charge = Base Rate Charge-Wastewater + Usage Charge-Wastewater

All Wastewater unit rates are to be based on Water used as indicated by the Water Meter on the Water supply line(s) to the Premises:
3.0 Storm Water Services:

Storm water charge:

A Bi-Monthly fee of $2.00 shall be applied to each Premises for storm water charges.

4.0 Non-Resident Use:

The rates set out above for Water charge, Wastewater charge, and storm water charge apply solely to lands within the current Town boundaries; a 250%, surcharge shall be applied to any non-resident use, unless otherwise agreed to by the Town.

5.0 Late Payment Charge:

The Bi-Monthly interest charge on all overdue accounts from the due date indicated on a bill shall be 2.5%.

6.0 Wastewater Connection only:

Residential Premises with Wastewater connections only shall be billed a flat rate of $60.00 Bi-monthly.

7.0 Source Water Protection

All activities performed by the Town or their agents required to regulate and/or enforce the Source Water Protection Plan Policies approved by the Ministry of the Environment shall be charged to the Premises on a full cost recovery basis unless otherwise noted.

8.0 Rates and Charges – Water and Wastewater:

Rates, charges and/or expenses required pursuant to this by-law that are not directly and/or specifically referenced in Schedule “A” shall be charged on a time and material basis and shall be paid by the Owner, Occupant, or Customer as required by the Town.

8.1 Rates and Charges – Administration:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Fee Basis</th>
<th>Charge Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1.1</td>
<td>Bulk Water</td>
<td>Administration fee and Surcharge Rate of Use</td>
<td>Administration fee $50.00 + Surcharge Rate 250% over Usage Charge-Water as set out in Section 1.0</td>
</tr>
<tr>
<td>8.1.2</td>
<td>Change of Occupancy</td>
<td>Administration fee to process change of occupancy – administer to incoming Customer (fee for Water and Wastewater)</td>
<td>$25.00 Applied to first bill</td>
</tr>
<tr>
<td>8.1.3</td>
<td>Backflow Testing – Late Filing Fee</td>
<td>Fee to be administered in the event of failure to test and verify Backflow Prevention Device within 12-month period.</td>
<td>$150.00</td>
</tr>
<tr>
<td>8.1.4</td>
<td>Private Water Well Application Fee</td>
<td>Cost for the Town to assess and investigate the potential impacts to the Town Water Supply Wells &amp; Aquifer</td>
<td>Deposit of $250.00 + Incurred Fees (incl. any and all Prof. Fees)</td>
</tr>
<tr>
<td>8.1.5</td>
<td>External Water Use Permit</td>
<td>Cost for the Town to assess and approve External Water Use outside of times set out in Section 9.0 of this By-Law.</td>
<td>$10.00</td>
</tr>
<tr>
<td>8.1.6</td>
<td>Cost of Connection</td>
<td>Cost of connection of Utility Service</td>
<td>Price Based on Full Cost Recovery</td>
</tr>
</tbody>
</table>
### 8.2 Rates and Charges – Water:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Fee Basis</th>
<th>Charge Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2.1</td>
<td>Turn Water on / off (Non-Emergency)</td>
<td>Turn Water off at the curb to enable Customer to perform internal plumbing repairs, and then turn Water back on. Both shut-off and turn-on occur during normal staff working hours (8:00 a.m. to 4:00 p.m., excluding Statutory holidays)</td>
<td>$30.00</td>
</tr>
<tr>
<td>8.2.2</td>
<td>Turn Water on / off (Non-Emergency) After Hours</td>
<td>Turn Water off at the curb to enable Customer to perform internal plumbing repairs, and then turn Water back on. Both shut-off and turn-on occur outside of normal staff working hours (4:00 p.m. to 7:30 a.m. and weekends and holidays)</td>
<td>$185.00</td>
</tr>
<tr>
<td>8.2.3</td>
<td>Turn Water on / off (Non-Emergency) Cancellation</td>
<td>The cost to attend a Premise at the request of an Owner or contractor with the intent of either turning Water on, or turning Water off, and has the work cancelled or postponed upon arrival.</td>
<td>$25.00</td>
</tr>
<tr>
<td>8.2.4</td>
<td>Illegal Hydrant Connection</td>
<td>Cost for illegal hydrant connection and Water usage</td>
<td>$1000.00 + 2x Estimated Water Quantity Used as set out in section 1.0 of Schedule A</td>
</tr>
<tr>
<td>8.2.5</td>
<td>Temporary Hydrant Connection (Connection / Disconnection Fee)</td>
<td>Cost for supplying and connecting a Backflow Prevention Device, and removing said device.</td>
<td>$175.00</td>
</tr>
<tr>
<td>8.2.6</td>
<td>Temporary Hydrant Connection (Consumption Charge)</td>
<td>Cost for Water supplied from temporary hydrant connection.</td>
<td>Minimum Charge $500 + Current unit rate for usage over 350 cubic meters</td>
</tr>
</tbody>
</table>

### 8.3 Rates and Charges – Wastewater:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Fee Basis</th>
<th>Charge Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.3.1</td>
<td>Sanitary Sewer Blockage – After Hours (Deemed Private)</td>
<td>Emergency after hours call to Operating Authority for Sanitary Sewer blockage found to be on private property. Call and work occur outside of normal staff working hours (4:00 p.m. to 7:30 a.m. and weekends and holidays)</td>
<td>$165.00</td>
</tr>
<tr>
<td>8.3.2</td>
<td>CCTV Sanitary Sewer Camera Inspection – Deemed Private</td>
<td>Sanitary Sewer blockage requiring the services of a CCTV camera inspection arranged by the Town and camera inspection deems blockage to be on private property.</td>
<td>100% Cost of Camera Service (Contracted Service)</td>
</tr>
<tr>
<td>8.3.3</td>
<td>Effluent Monitoring, Testing and Sampling</td>
<td>Third party costs, additional Labour for retrieving samples and charges to analyze and provide results.</td>
<td>Price Based on Full Cost Recovery Time &amp; Materials</td>
</tr>
</tbody>
</table>

### 8.4 Rates and Charges – Stormwater:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Fee Basis</th>
<th>Charge Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.4.1</td>
<td>Sump Pump discharge causing adverse conditions</td>
<td>Improper discharge of storm water from a sump pump or rain leaders causing adverse conditions on municipal infrastructure (i.e. Roads, walkways, etc.)</td>
<td>$125.00</td>
</tr>
</tbody>
</table>
8.5 Rates and Charges – Water Meters:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Fee Basis</th>
<th>Charge Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.5.1</td>
<td>Water Meter Replacement Cost (to replace existing)</td>
<td>Cost to replace a Water Meter that has been frozen or damaged through the Owner’s misuse or negligence. Water Meters must be installed by a licensed plumber.</td>
<td>$210.00</td>
</tr>
<tr>
<td>8.5.2</td>
<td>Water Meter (New Construction) (Residential)</td>
<td>Includes Water Meter and touch pad to be installed by a licensed plumber at Owner’s expense.</td>
<td>$130.00</td>
</tr>
<tr>
<td>8.5.3</td>
<td>Water Meter (New Construction) (Industrial, Commercial, and Institutional Premises)</td>
<td>Includes Water Meter and touch pad to be installed by a licensed plumber at the Owner’s expense</td>
<td>Price Based on Full Cost Recovery (Meter + Install)</td>
</tr>
<tr>
<td>8.5.4</td>
<td>Water Meter Testing (Deposit)</td>
<td>Deposit for Water Meter to be checked at Customer’s request</td>
<td>$75.00</td>
</tr>
<tr>
<td>8.5.5</td>
<td>Water Meter Testing (Test Charge)</td>
<td>Cost for Water Meter to be checked at Customer’s request and found to be Accurate and within specification.</td>
<td>$145.00</td>
</tr>
<tr>
<td>8.5.6</td>
<td>Water Meter Calibration (Town Arranged)</td>
<td>Cost for the Town to arrange and test / calibrate Water Meter</td>
<td>Price Based on Full Cost Recovery Time &amp; materials</td>
</tr>
<tr>
<td>8.5.7</td>
<td>Repair or Replace touch pad wire as a result of damage</td>
<td>Cost for the Town to repair or replace the wire from the Water Meter to the touch pad as a result of damage.</td>
<td>$60.00</td>
</tr>
<tr>
<td>8.5.8</td>
<td>Touch Pad not installed (Contractor)</td>
<td>The Cost for the Town to install the touch pad and corresponding wire for a Premises following closing date (new construction only)</td>
<td>$90.00</td>
</tr>
</tbody>
</table>
## Authorized Functions List

<table>
<thead>
<tr>
<th>Profession</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Engineer with Tester Certificate</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Licensed Master Plumber with Tester Certificate</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Journey-man Plumber with Tester Certificate</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Water Distribution Operator with Tester Certificate</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Apprentice Plumber with Tester Certificate (2)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Fire System Sprinkler Fitter with Tester Certificate</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Lawn Irrigation System Installer with Tester Certificate</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Municipal Building Official(s)</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Notes to Schedule “B”:**

Functions:

- **A** – Install, Relocate or Replace Backflow Prevention Device;
- **B** – Repair of Backflow Prevention Device;
- **C** – Test Backflow Prevention Device.
- **D** – Carry Out Cross Connection Survey.

1. A licensed Journeyman Plumber shall be employed by a Licensed Plumbing Contractor;
2. An Apprentice Plumber shall be employed by a Licensed Plumbing Contractor under the direct supervision of a Journeyman Plumber of Master Plumber.
<table>
<thead>
<tr>
<th>Schedule 276</th>
<th>Law Number 46 of 2014</th>
</tr>
</thead>
</table>

**Cross Connection Survey Form**

STANDARDS OPERATING PROCEDUREs

Where supply and distribution systems

The Corporation of the Town of St. Marys

---

Cross Connection Survey Form

*STANDARDS OPERATING PROCEDUREs*

Where supply and distribution systems

The Corporation of the Town of St. Marys

---

Cross Connection Survey Form

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Cross Connection Survey Form

*STANDARDS OPERATING PROCEDUREs*

Where supply and distribution systems

The Corporation of the Town of St. Marys
The Corporation of the Town of St. Maries

Backflow Prevention Device Testing and Inspection Report

Schedule D

Law Number 46 of 2014

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Business Name</th>
<th>Test Location</th>
<th>Test Date</th>
<th>Test Procedure</th>
<th>Test Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>123 Main St.</td>
<td>ABC Inc.</td>
<td>Testing Area 1</td>
<td>04/01/2022</td>
<td>Ball Valve</td>
<td>Passed</td>
</tr>
<tr>
<td>456 Oak Ln.</td>
<td>XYZ Corp.</td>
<td>Testing Area 2</td>
<td>04/02/2022</td>
<td>Gate Valve</td>
<td>Passed</td>
</tr>
<tr>
<td>789 Maple Dr.</td>
<td>123 Co.</td>
<td>Testing Area 3</td>
<td>04/03/2022</td>
<td>Check Valve</td>
<td>Passed</td>
</tr>
</tbody>
</table>

---

Additional Information:
- Testing was conducted in accordance with the Backflow Prevention Device Testing and Inspection Report standards.
- All devices were tested to ensure compliance with relevant regulations.

ST. MARIES
### Limits for Sanitary and Combined Sewer Discharge

<table>
<thead>
<tr>
<th>Parameter</th>
<th>MAC</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic (Total)</td>
<td>1.0</td>
<td>mg/L</td>
</tr>
<tr>
<td>Benzene</td>
<td>0.01</td>
<td>mg/L</td>
</tr>
<tr>
<td>Biochemical Oxygen Demand (BOD)</td>
<td>300</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cadmium (Total)</td>
<td>0.7</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chemical Oxygen Demand (COD)</td>
<td>600</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chloroform</td>
<td>0.04</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chromium (Total)</td>
<td>2.8</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cobalt (Total)</td>
<td>0.01</td>
<td>mg/L</td>
</tr>
<tr>
<td>Copper (Total)</td>
<td>5.0</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cyanide (Total)</td>
<td>2.0</td>
<td>mg/L</td>
</tr>
<tr>
<td>Dichlorobenzene (1,2)</td>
<td>0.05</td>
<td>mg/L</td>
</tr>
<tr>
<td>Dichlorobenzene (1,4)</td>
<td>0.08</td>
<td>mg/L</td>
</tr>
<tr>
<td>Ethyl benzene</td>
<td>0.06</td>
<td>mg/L</td>
</tr>
<tr>
<td>Hexachlorobenzene</td>
<td>0.0001</td>
<td>mg/L</td>
</tr>
<tr>
<td>Lead (Total)</td>
<td>0.07</td>
<td>mg/L</td>
</tr>
<tr>
<td>Mercury</td>
<td>0.01</td>
<td>mg/L</td>
</tr>
<tr>
<td>Methylene Chloride (dichloromethane)</td>
<td>0.09</td>
<td>mg/L</td>
</tr>
<tr>
<td>Molybdenum (Total)</td>
<td>5.0</td>
<td>mg/L</td>
</tr>
<tr>
<td>Nickel (Total)</td>
<td>2.0</td>
<td>mg/L</td>
</tr>
<tr>
<td>Nitrogen (Total Kjeldahl)</td>
<td>50</td>
<td>mg/L</td>
</tr>
<tr>
<td>Oil and Grease (Animal / Vegetable)</td>
<td>150</td>
<td>mg/L</td>
</tr>
<tr>
<td>Oil and Grease (Mineral / synthetic)</td>
<td>15</td>
<td>mg/L</td>
</tr>
<tr>
<td>Polychlorinatedbiphenyls (PCBs)</td>
<td>0.004</td>
<td>mg/L</td>
</tr>
<tr>
<td>Phenols (Total) – Phenolic Comp.</td>
<td>0.1</td>
<td>mg/L</td>
</tr>
<tr>
<td>Phosphorus (Total)</td>
<td>1.0</td>
<td>mg/L</td>
</tr>
<tr>
<td>pH</td>
<td>6.0-10.5</td>
<td>--</td>
</tr>
<tr>
<td>Selenium (Total)</td>
<td>0.8</td>
<td>mg/L</td>
</tr>
<tr>
<td>Silver (Total)</td>
<td>0.4</td>
<td>mg/L</td>
</tr>
<tr>
<td>Sulphide (as H₂S)</td>
<td>1.0</td>
<td>mg/L</td>
</tr>
<tr>
<td>Temperature</td>
<td>60</td>
<td>°C</td>
</tr>
<tr>
<td>Tetrachloroethane (1,1,2,2)</td>
<td>0.06</td>
<td>mg/L</td>
</tr>
<tr>
<td>Tetrachloroethylene</td>
<td>0.06</td>
<td>mg/L</td>
</tr>
<tr>
<td>Toluene</td>
<td>0.02</td>
<td>mg/L</td>
</tr>
<tr>
<td>Total Suspended Solids (TSS)</td>
<td>300</td>
<td>mg/L</td>
</tr>
<tr>
<td>Trichloroethylene</td>
<td>0.05</td>
<td>mg/L</td>
</tr>
<tr>
<td>Xylenes (Total)</td>
<td>0.3</td>
<td>mg/L</td>
</tr>
<tr>
<td>Zinc (Total)</td>
<td>2.0</td>
<td>mg/L</td>
</tr>
</tbody>
</table>

**MAC** – Maximum Allowable Concentration

mg/L – Milligrams per litre
<table>
<thead>
<tr>
<th>Parameter</th>
<th>MAC</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic (Total)</td>
<td>0.02</td>
<td>mg/L</td>
</tr>
<tr>
<td>Aldrin / dieldrin</td>
<td>0.00008</td>
<td>mg/L</td>
</tr>
<tr>
<td>Benzene</td>
<td>0.002</td>
<td>mg/L</td>
</tr>
<tr>
<td>Biochemical Oxygen Demand (BOD)</td>
<td>15</td>
<td>mg/L</td>
</tr>
<tr>
<td>Bis (2-ethylhexyl) phthalate</td>
<td>0.0088</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cadmium (Total)</td>
<td>0.008</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chloride (Total)</td>
<td>0.04</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chloroform</td>
<td>0.002</td>
<td>mg/L</td>
</tr>
<tr>
<td>Copper (Total)</td>
<td>0.04</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chromium (Total)</td>
<td>0.08</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chromium (hexavalent)</td>
<td>0.04</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cis-1,2-dichloroethylene</td>
<td>0.0056</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cyanide (Total)</td>
<td>0.02</td>
<td>mg/L</td>
</tr>
<tr>
<td>DDT</td>
<td>0.00004</td>
<td>mg/L</td>
</tr>
<tr>
<td>Dichlorobenzene (1,2)</td>
<td>0.0056</td>
<td>mg/L</td>
</tr>
<tr>
<td>Dichlorobenzene (1,4)</td>
<td>0.0068</td>
<td>mg/L</td>
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<tr>
<td>3,3-dichlorobenzidine</td>
<td>0.0008</td>
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<tr>
<td>Di-n-butyl phthalate</td>
<td>0.015</td>
<td>mg/L</td>
</tr>
<tr>
<td>Ethyl benzene</td>
<td>0.002</td>
<td>mg/L</td>
</tr>
<tr>
<td>Fecal Coliform</td>
<td>200/100ml</td>
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</tr>
<tr>
<td>Hexachlorobenzene</td>
<td>0.00004</td>
<td>mg/L</td>
</tr>
<tr>
<td>Hexachlorocyclohexane</td>
<td>0.04</td>
<td>mg/L</td>
</tr>
<tr>
<td>Lead (Total)</td>
<td>0.12</td>
<td>mg/L</td>
</tr>
<tr>
<td>Manganese (Total)</td>
<td>0.05</td>
<td>mg/L</td>
</tr>
<tr>
<td>Mercury</td>
<td>0.0004</td>
<td>mg/L</td>
</tr>
<tr>
<td>Methylene Chloride</td>
<td>0.0052</td>
<td>mg/L</td>
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<tr>
<td>Mirex</td>
<td>0.04</td>
<td>mg/L</td>
</tr>
<tr>
<td>Nickel (Total)</td>
<td>0.08</td>
<td>mg/L</td>
</tr>
<tr>
<td>Nonylphenols</td>
<td>0.001</td>
<td>mg/L</td>
</tr>
<tr>
<td>Nonylphenol ethoxylates</td>
<td>0.01</td>
<td>mg/L</td>
</tr>
<tr>
<td>PAHs (Total)</td>
<td>0.002</td>
<td>mg/L</td>
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<tr>
<td>Polychlorinateddibiphenyls (PCBs)</td>
<td>0.0004</td>
<td>mg/L</td>
</tr>
<tr>
<td>Pentachlorophenol</td>
<td>0.002</td>
<td>mg/L</td>
</tr>
<tr>
<td>Phenolics (4AAP)</td>
<td>0.008</td>
<td>mg/L</td>
</tr>
<tr>
<td>Phosphorus (Total)</td>
<td>0.4</td>
<td>mg/L</td>
</tr>
<tr>
<td>Selenium (Total)</td>
<td>0.02</td>
<td>mg/L</td>
</tr>
<tr>
<td>Silver (Total)</td>
<td>0.12</td>
<td>mg/L</td>
</tr>
<tr>
<td>Tetrachloroethylene (1,1,2,2)</td>
<td>0.0117</td>
<td>mg/L</td>
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<tr>
<td>Tetrachloroethylene</td>
<td>0.0044</td>
<td>mg/L</td>
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<tr>
<td>Trans-1,3-dichloropropylene</td>
<td>0.0056</td>
<td>mg/L</td>
</tr>
<tr>
<td>Toluene</td>
<td>0.002</td>
<td>mg/L</td>
</tr>
<tr>
<td>Total Suspended Solids (TSS)</td>
<td>15</td>
<td>mg/L</td>
</tr>
<tr>
<td>Trichloroethylene</td>
<td>0.0076</td>
<td>mg/L</td>
</tr>
<tr>
<td>Xylenes (Total)</td>
<td>0.0044</td>
<td>mg/L</td>
</tr>
<tr>
<td>Zinc (Total)</td>
<td>0.04</td>
<td>mg/L</td>
</tr>
</tbody>
</table>

MAC – Maximum Allowable Concentration
mg/L – Milligrams per litre
Schedule “G”
To
By-Law Number 46 of 2014

Maximum Allowable Concentrations under an IWSA

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Annual Average</th>
<th>MAC</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biochemical Oxygen Demand (BOD)</td>
<td>1,250</td>
<td>1,500</td>
<td>mg/L</td>
</tr>
<tr>
<td>Oil and Grease (Animal / Vegetable)</td>
<td>350</td>
<td>450</td>
<td>mg/L</td>
</tr>
<tr>
<td>Total Kjeldahl Nitrogen (TKN)</td>
<td>100</td>
<td>100</td>
<td>mg/L</td>
</tr>
<tr>
<td>Phosphorus (Total)</td>
<td>10</td>
<td>10</td>
<td>mg/L</td>
</tr>
<tr>
<td>Total Suspended Solids (TSS)</td>
<td>1,250</td>
<td>1,500</td>
<td>mg/L</td>
</tr>
</tbody>
</table>

MAC – Maximum Allowable Concentration
mg/L – Milligrams per litre

*Actual allowable limits under an IWSA may vary depending on individual agreements, and at the sole discretion of the Town.
BY-LAW NUMBER 47 OF 2014

CORPORATION OF THE TOWN OF ST. MARYS


WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), as amended provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Council of the Corporation of the Town of St. Marys deems it expedient to confirm its actions and proceedings;

NOW THEREFORE the Council of the Corporation of the Town of St. Marys hereby ENACTS AS FOLLOWS:

1. That all actions and proceedings of the Council of the Corporation of the Town of St. Marys taken at its meeting held on the 21st day of October, 2014 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.

2. That this by-law shall come into force and take effect as of the passing thereof.

Read a first and second time this 21st day of October, 2014.

Read a third and final time and passed this 21st day of October, 2014.

_____________________________
Steve Grose, Mayor

______________________________
Kevin McLlwain, CAO/Clerk