



Authority: Item 3, Public Works, Infrastructure
and Environment Committee
Report 06-002 (PW06022)
CM: February 15, 2006

Bill No. 026

**CITY OF HAMILTON
BY-LAW NO. 06-026**

**Being a By-law to Regulate the Installation, Connection and Use of Sewers and
Drains in the City of Hamilton**

WHEREAS Sections 9(3) and 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended ("Municipal Act, 2001"), provide that a single-tier municipality may pass by-laws to regulate a public utility which includes a system for the provision of storm and sanitary sewage services;

AND WHEREAS, the City of Hamilton Act, 1999, S.O. 1999, c. 14, as amended, designates the City of Hamilton as a single-tier municipality for all purposes;

AND WHEREAS Section 8 of the Municipal Act, 2001, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act, 2001;

AND WHEREAS sanitary, storm and combined sewers and drains have been previously regulated by by-laws enacted by the councils of the former municipalities known as The Regional Municipality of Hamilton-Wentworth, The Corporation of the Town of Ancaster, The Corporation of the Town of Dundas, The Corporation of the Town of Flamborough, The Corporation of the Township of Glanbrook, The Corporation of the City of Hamilton and The Corporation of the City of Stoney Creek;

AND WHEREAS at its meeting of March 23, 2005, the Council of the City of Hamilton did approve Item 5 of Public Works, Infrastructure and Environment Committee Report 05-005 and did thereby also approve a new sewer lateral management policy which is to be reflected in this By-law;

AND WHEREAS at its meeting of November 23, 2005, the Council of the City of Hamilton did approve of Motion 7.4 and did thereby extend the implementation date for the new sewer lateral management policy to March 1, 2006;

AND WHEREAS Section 391 of the Municipal Act, 2001 provides that a municipality may pass by-laws imposing fees or charges for services done by or on behalf of a municipality;

AND WHEREAS the City of Hamilton has provided notice of such fees and charges in accordance with the Municipal Act, 2001 and its regulations thereunder, and otherwise in a form and in the manner and at the times that the Council considers adequate;

AND WHEREAS it is therefore desirable to consolidate the provisions respecting the installation, connection and use of sanitary, storm and combined sewers and drains within the City of Hamilton into a single by-law;

NOW THEREFORE the Council of the City of Hamilton enacts as follows:

DEFINITIONS

1. In this By-law, unless the context otherwise requires, the expression:
 - (a) "Branch Connection" means any and all private Sewers connected to a Sewer Lateral – Private Portion and any appurtenances thereof;
 - (b) "Building Drain" means
 - (i) that part of the lowest horizontal piping of a drainage system in or adjacent to a building and which receives the discharge from a soil pipe, or waste pipe, or other drainage pipe, and conveys it to the Sewer Lateral – Private Portion, and
 - (ii) wherever used in this By-law, both a Sanitary Building Drain and a Stormwater Building Drain;
 - (c) "Catchbasin" means a chamber installed to collect surface water from an open area and to trap solids, and any appurtenances thereof;
 - (d) "City" means the City of Hamilton or its designated representative;
 - (e) "City Solicitor" means the City Solicitor for the City of Hamilton or the person duly authorized or designated to act in his or her stead, or successor;
 - (f) "City Tree" means a tree located on a City road allowance or on City property;
 - (g) "Combined Main Sewer" means a Main Sewer intended to function simultaneously as a Storm Sewer and as a Sanitary Sewer;
 - (h) "Council" means the Council of the City of Hamilton;
 - (i) "Defect" means a condition in a Sewer Lateral that is determined by the General Manager of Public Works to result in a Sewer Lateral that is structurally flawed or operationally substandard, and may include, but is not limited to the following: a collapse, misaligned joint, slope problem, sag, dip,

- damage resulting from the discharge of materials not intended for Sewer disposal and damage resulting from nearby construction;
- (j) "Domestic Sewage" means the water carried wastes produced from non-commercial or non-industrial activities and which result from normal human living processes. Without limiting any of the foregoing, Domestic Sewage also includes contaminated water from cooling or condensing systems and air-conditioning systems from non-commercial or non-industrial activities;
 - (k) "Foundation Drain" means a perforated groundwater collection system located at the footing of a building and designed for the purpose of protecting the building;
 - (l) "General Manager of Finance and Corporate Services" means the General Manager of Finance and Corporate Services for the City of Hamilton or the person duly authorized or designated to act in his or her stead, or successor;
 - (m) "General Manager of Planning and Economic Development" means the General Manager of Planning and Economic Development for the City of Hamilton or the person duly authorized or designated to act in his or her stead, or successor;
 - (n) "General Manager of Public Works" means the General Manager of Public Works for the City of Hamilton or the person duly authorized or designated to act in his or her stead, or successor;
 - (o) "Industrial Sewage " means all water carried wastes of the City excluding Domestic Sewage and Uncontaminated Water, and shall include all sewage from any producing, manufacturing, processing, institutional, commercial, agricultural or other operation where the sewage discharged includes significant quantities of wastes of non-human origin. Without limiting any of the foregoing, Industrial Sewage also includes contaminated water from cooling or condensing systems and air-conditioning systems from any of the foregoing operations;
 - (p) "Inspector" means a person authorized by the General Manager of Public Works to inspect Sewage and/or Stormwater generation, conveyance, processing and disposal facilities;
 - (q) "Joined Sanitary-Foundation Drain Sewer Lateral" means a Sewer for the collection and transmission of Domestic Sewage and groundwater from a Foundation Drain to a Main Sewer;
 - (r) "Joined Sanitary-Foundation Drain Sewer Lateral – Private Portion" means a Sewer Lateral – Private Portion which is to conduct Domestic Sewage

and groundwater from a Foundation Drain to a Joined Sanitary-Foundation Drain Sewer Lateral – Public Portion;

- (s) "Joined Sanitary-Foundation Drain Sewer Lateral – Public Portion" means a Sewer Lateral – Public Portion which is to conduct Sewage and groundwater from a Joined Sanitary -Foundation Drain Sewer Lateral – Private Portion to a Main Sewer;
- (t) "Joint Use Agreement" means an agreement between the City and the registered owners of parcels of land which is entered into in the circumstances described in section 5 of this By-law, and for clarification, also includes an agreement known as a joint service agreement and an agreement known as a common private drain agreement;
- (u) "Lateral Connection" means any and all junctions, saddles or other appurtenances required to join a Sewer Lateral – Public Portion to a Main Sewer;
- (v) "Line of the Highway" means the property line that distinguishes the public road allowance from any other parcel of land.
- (w) "Main Sewer" means any Sewer, other than a Sewer Lateral – Public Portion or Sewer Lateral – Private Portion, which is owned, operated, maintained or controlled by the City and to which a Sewer Lateral – Public Portion is connected;
- (x) "Municipal Law Enforcement Officer" means any person appointed by Council for the enforcement of this By-law or any other by-law;
- (y) "Occupant" means any person over the age of 18 years in possession of property, lands or building which is subject to this By-law;
- (z) "Owner" includes:
 - (i) registered owner(s) of the property, lands or building which is subject to this By-law;
 - (ii) both the owner in trust and the beneficial owner of property, lands or building which is subject to this By-law;
 - (iii) the person for the time being managing or receiving the rent of the property, lands or building, which is subject to this By-law, in connection with which the word is used, whether on the person's own account or as agent or trustee of any other person or who would receive the rent if the property, lands or building was let; and

- (iv) a lessee or occupant of the property, lands or building who manages or controls the condition of the property, lands or building, which is subject to this By-law;
- (aa) "Sanitary Building Drain" means a Building Drain that conducts Domestic Sewage and Industrial Sewage or either of them and connects to a Sanitary Sewer Lateral – Private Portion;
- (bb) "Sanitary Sewer" means a Main Sewer for the collection and transmission of Sewage;
- (cc) "Sanitary Sewer Lateral" means both the Sanitary Sewer Lateral – Private Portion and the Sanitary Sewer Lateral – Public Portion;
- (dd) "Sanitary Sewer Lateral – Private Portion" means a pipe that is connected to a Sanitary Building Drain 1000 mm outside the wall of a building and that conducts Sewage to the Sanitary Sewer Lateral – Public Portion;
- (ee) "Sanitary Sewer Lateral – Public Portion" means a Sewer Lateral – Public Portion that conducts Sewage from a Sanitary Sewer Lateral – Private Portion to a Main Sewer;
- (ff) "Sewage" means Domestic Sewage and Industrial Sewage, or either of them;
- (gg) "Sewage Treatment Plant" means any arrangement of devices and structures used for treating Sewage;
- (hh) "Sewage Works" means all Sewers, sewer systems, pumping stations, Sewage Treatment Plants and other works for the collection, acceptance, transmission, treatment and disposal of Sewage and Stormwater;
- (ii) "Sewer" shall mean a pipe or conduit for carrying Sewage and Stormwater, or either of them;
- (jj) "Sewer Lateral" means both the Sewer Lateral – Private Portion and the Sewer Lateral – Public Portion;
- (kk) "Sewer Lateral – Private Portion":
 - (i) means that part of a drainage system outside a building commencing at a point 1000 mm outside the wall of a building and connecting the Building Drain to a Sewer Lateral – Public Portion or to any other place of disposal, and

- (ii) includes that part of a drainage system between a Catchbasin and a Storm Sewer Lateral – Public Portion or other place of disposal, and
 - (iii) means, wherever used in this By-law both a Sanitary Sewer Lateral – Private Portion and a Storm Sewer Lateral – Private Portion;
- (ll) "Sewer Lateral – Public Portion" means:
- (i) that part of a drainage system which connects a Sewer Lateral – Private Portion to a Main Sewer, and
 - (ii) wherever used in this By-law, both a Sanitary Sewer Lateral – Public Portion and a Storm Sewer Lateral – Public Portion;
- (mm) "Special Service Agreement" means an agreement between the City and the registered owner of a parcel of land which is entered into in the circumstances described in sub-section 4(1) of this By-law and for clarification, also includes an agreement known as a special sewer agreement;
- (nn) "Stormwater" means rain, ground or surface water, drainage from land, water from the melting of snow or ice, and Uncontaminated Water;
- (oo) "Storm Sewer":
- (i) means a Main Sewer that conveys Stormwater, but
 - (ii) does not mean a Sanitary Sewer that conducts Sewage;
- (pp) "Stormwater Building Drain":
- (i) means a Building Drain that conveys Stormwater to a Storm Sewer Lateral – Private Portion; but
 - (ii) does not mean a Building Drain that conducts Sewage;
- (qq) "Storm Sewer Lateral" means the Storm Sewer Lateral –Private Portion and the Storm Sewer Lateral – Public Portion;
- (rr) "Storm Sewer Lateral – Private Portion":
- (i) means a Sewer that conveys Stormwater to a Storm Sewer Lateral – Public Portion and that commences 1000 mm from outside the wall of a building, but

- (ii) does not mean a Sewer Lateral – Private Portion that conveys Sewage;
- (ss) "Storm Sewer Lateral – Public Portion":
 - (i) means a Sewer Lateral – Public Portion that conveys Stormwater from a Storm Sewer Lateral – Private Portion to a Storm Sewer, but
 - (ii) does not mean a Sewer Lateral – Public Portion that conveys Sewage;
- (tt) "Uncontaminated Water" means water to which no matter has been added as a consequence of its use, or to modify its use, by any person.

INTERPRETATION AND APPLICATION OF BY-LAW

- 2. (1) In the event of any conflict between the provisions of this By-law and the provisions of any other statute, regulation or by-law in force in the City of Hamilton, the provisions that are the most restrictive prevail, except to the extent the statute or regulation states that it, any provision thereof, or any by-law passed thereunder, supercedes this By-law or a provision of this By-law.
- (2) The necessary grammatical changes required to make the provisions of this By-law applicable to corporations, partnerships, trusts, and individuals, male or female, and to include the singular or plural meaning where the context so requires, shall in all cases be assumed as though fully expressed.
- (3) The insertion of headings and the division of this By-law into sections and subsections are for convenience of reference only and shall not affect the interpretation thereof.
- (4) Any references in this By-law to any statutes, regulations or by-laws shall be deemed to be a reference to such statutes, regulations or by-laws, as amended, restated or replaced from time to time.
- (5) Should a court of competent jurisdiction declare a part or whole of any provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under the law.

ADMINISTRATION AND ENFORCEMENT

3. (1) The General Manager of Public Works and the General Manager of Planning and Economic Development are responsible for the administration of this By-Law in all areas where the City has jurisdiction and control over Sewage Works.
- (2) All Municipal Law Enforcement Officers are authorized to enforce this By-law.
- (3) Where the General Manager of Public Works is responsible for the administration of a provision of this By-law, the General Manager of Public Works is authorized to delegate the responsibility for the administration of that provision to any employee or agent of the Public Works Department of the City.
- (4) Where the General Manager of Planning and Economic Development is responsible for the administration of a provision of this By-law, the General Manager of Planning and Economic Development is authorized to delegate the responsibility for the administration of that provision to any employee or agent of the Planning and Economic Development Department of the City.

CONNECTION WHERE LAND NOT DIRECTLY SERVICED

4. (1) Where a parcel of land does not abut on a highway or other public communication in which there is a Main Sewer to which such land may readily be drained, but there is some other Main Sewer to which the land may be readily drained and for the cost of which such parcel of land has not been specially assessed, such parcel of land may be drained to such other Main Sewer,
 - (a) upon the registered owner of the parcel of land receiving the prior written consent of the City, in the City's sole discretion, and
 - (b) upon the payment to the City of the fee set forth in the applicable City by-law, and
 - (c) upon the execution and registration on title of a Special Service Agreement, with content acceptable to the General Manager of Planning and Economic Development and in a form satisfactory to the City Solicitor.

SEWER LATERALS – PRIVATE PORTION AND PUBLIC PORTION

5. (1) After the date of the enactment of this By-Law,
- (a) no person is to install any Sewer Lateral – Private Portion for the carriage of both Sewage and Stormwater, but every person installing a Sewer Lateral – Private Portion is responsible,
 - (i) where a Sanitary Sewer is available, that a Sanitary Sewer Lateral – Private Portion is installed and connected to a Sanitary Sewer Lateral – Public Portion, and
 - (ii) where a Storm Sewer is available, that a Storm Sewer Lateral – Private Portion is installed and connected to a Storm Sewer Lateral – Public Portion, but

notwithstanding the provisions of this clause (a), where a Sewer Lateral – Public Portion meeting the requirements of sub-section 8(11) exists, a Sanitary Sewer Lateral – Private Portion and a separate Storm Sewer Lateral – Private Portion are to be installed.
 - (b) no person is to install any Sewer Lateral – Public Portion for the carriage of both Sewage and Stormwater, but every person installing a Sewer Lateral – Public Portion is responsible,
 - (i) where a Sanitary Sewer is available, that a Sanitary Sewer Lateral – Public Portion is installed and connected to the Sanitary Sewer, and
 - (ii) where a Storm Sewer is available, that a Storm Sewer Lateral – Public Portion is installed and connected to the Storm Sewer, but

notwithstanding the provisions of this clause (b), where only a Combined Main Sewer is available, a Sanitary Sewer Lateral – Public Portion and a separate Storm Sewer Lateral – Public Portion are to be installed provided that the Storm Sewer Lateral – Public Portion is connected to the Sanitary Sewer Lateral – Public Portion within one metre of the Combined Main Sewer.
 - (c) no person shall install a Joined Sanitary Foundation Drain Sewer Lateral – Private Portion or Joined Sanitary-Foundation Drain Sewer Lateral – Public Portion.

- (2) Where land is used for residential purposes, not more than one lot or building or premises, is to be connected into one Sanitary Sewer Lateral or into one Storm Sewer Lateral.
- (3) Notwithstanding the provisions of sub-section (2) of this section, where the land is used for single family residential purposes, two lots, buildings or premises may be connected to one existing Sewer Lateral – Public Portion with the prior written consent of the City, in the City's sole discretion. The registered owners of the lots, buildings or premises to be connected to the existing Sewer Lateral- Public Portion shall maintain, repair and make necessary replacement of the existing Sewer Lateral – Public Portion and the Sewer Lateral – Private Portion, and shall execute a Joint Use Agreement, with content acceptable to the General Manager of Planning and Economic Development, and in a form satisfactory to the City Solicitor, and register the Joint Use Agreement on title against the subject lands, all at the registered owners' cost and expense and in accordance with all applicable City by-laws.
- (4) Notwithstanding the provisions of sub-section (2) of this section, all dwellings within a row of attached dwellings may be connected into one Sanitary Sewer Lateral – Public Portion or one Storm Sewer Lateral – Public Portion, or both, if,
 - (a) in the case of one shared Sanitary Sewer Lateral – Public Portion, each dwelling, or group of dwellings, has its own separate Sanitary Building Drain connected to a shared Sanitary Sewer Lateral – Private Portion, and
 - (b) in all other cases, all dwellings remain in the same ownership, and
 - (c) the registered owner(s) of the dwellings receive the prior written consent of the City, in the City's sole discretion.
- (5) Notwithstanding the provisions of sub-section (2) of this section, where the land is used for residential purposes and two or more lots, buildings or premises are already connected to one Sewer Lateral – Public Portion, for which there is no Joint Use Agreement with the City, the City will pay fifty percent (50%) of the cost of the installation of each additional Sewer Lateral – Public Portion required so that no more than one lot, building or premises is connected into one Sewer Lateral – Public Portion.
- (6) Where land is used for non-residential purposes, not more than one lot or building or premises is to be connected into one Sewer Lateral.

- (7) Notwithstanding the provisions of sub-section (6) of this section, separate Sewer Laterals are not required for up to three (3) separate non-residential parcels of land, provided that the registered owners of the parcels of land receive the prior written consent of the City, in the City's sole discretion, and enter into a Joint Use Agreement, with content acceptable to the General Manager of Planning and Economic Development and in a form satisfactory to the City Solicitor, and register the Joint Use Agreement on title against the subject lands, all at the said registered owners' cost and expense and in accordance with all applicable City by-laws.
- (8) Notwithstanding the provisions of sub-section (6) of this section, where a group of buildings are erected on one parcel of land under one ownership, all units or buildings may be connected into one Sanitary Sewer Lateral – Public Portion or one Storm Sewer Lateral – Public Portion, or both, if,
 - (a) in the case of one shared Sanitary Sewer Lateral – Public Portion, each unit or building has its own separate Sanitary Building Drain connected to a shared Sanitary Sewer Lateral – Private Portion located outside the building, and
 - (b) all units or buildings remain in the one ownership, and
 - (c) the registered owner(s) of all of the units or buildings receive the prior written consent of the City, in the City's sole discretion.
- (9) Where any lot which is drained into a Main Sewer is sub-divided, each part into which it is sub-divided is to be drained by a Sewer Lateral which is not connected to any other land.
- (10) Notwithstanding the provisions of sub-section (9) of this section, separate Sewer Laterals are not required for up to three (3) separate residential parcels of land or for the property of up to three (3) separate condominium corporations, provided that the registered owners of the parcels of land or the condominium corporations, as applicable, receive the prior written consent of the City, in the City's sole discretion, and enter into a Joint Use Agreement, with content acceptable to the General Manager of Planning and Economic Development, and register the Joint Use Agreement on title against the subject lands, all at the registered owners' or condominium corporations' cost and expense and in accordance with all applicable City by-laws.
- (11) Notwithstanding the provisions of sub-section (9) of this section, where the lot is used for other than industrial or commercial purposes, the existing Sewer Lateral serving any building may be used for more than one lot,

- (a) if the building was constructed prior to the year 1975, and
 - (b) if the Main Sewer to which the building is connected was constructed prior to the year 1975.
- (12) The provisions of sub-section (11) of this section do not apply to lots, the buildings upon which are,
- (a) demolished in whole or in part, or
 - (b) reconstructed in whole or in part.
- (13) Notwithstanding sub-section (1) of this section, a person may repair an existing Sewer Lateral – Private Portion or Sewer Lateral – Public Portion or both.
- (14) Notwithstanding sub-section (9) of this section, where an existing lot is subdivided into two separate lots, the existing Sanitary Sewer Laterals and the existing Storm Sewer Laterals may be used by both lots provided that:
- (a) both lots are used for industrial or commercial purposes, and
 - (b) the existing lot was serviced with Sewers before January 1, 1975, and
 - (c) the registered owners of both lots receive the prior written consent of the City, in the City's sole discretion, and
 - (d) the registered owners of both lots enter into a Joint Use Agreement, with content acceptable to the General Manager of Planning and Economic Development, and in a form satisfactory to the City Solicitor, and register the Joint Use Agreement on title against the subject lots, all at the registered owners' cost and expense and in accordance with all applicable City by-laws.

PERMIT, BOND AND NOTICE

Sanitary Sewer Laterals – Private Portion, Sanitary Sewer Laterals – Public Portion, Branch Connections to Sanitary Sewer Laterals – Private Portion and Lateral Connections of Sanitary Sewer Laterals – Public Portion

6. (1) With the exception of work done by duly authorized employees of the City or by contractors working on behalf of the City, no person is to commence

any work of constructing, reconstructing, repairing, installing, altering, or connecting the whole or any part of any,

- (a) Sanitary Sewer Lateral – Private Portion, or any appurtenance thereof, or Branch Connection to a Sanitary Sewer Lateral – Private Portion, without a sewer permit issued by the City, and
- (b) Sanitary Sewer Lateral – Public Portion, or any appurtenance thereof, or Lateral Connection of a Sanitary Sewer Lateral – Public Portion,
 - (i) without a sewer permit issued by the City, and
 - (ii) if required, obtaining a road cut permit from the City.

Storm Sewer Laterals – Private Portion, Storm Sewer Laterals – Public Portion, Catchbasins connected to a Storm Sewer Lateral – Private Portion, Branch Connections to a Storm Sewer Lateral – Private Portion and Lateral Connections of a Storm Sewer Lateral – Public Portion

- (2) With the exception of work done by duly authorized employees of the City or by contractors working on behalf of the City, no person is to commence any work of constructing, reconstructing, repairing, installing, altering or connecting the whole or any part of any,
 - (a) Storm Sewer Lateral – Private Portion, or any appurtenance thereof, Catchbasin connected to a Storm Sewer Lateral – Private Portion, or Branch Connection to a Storm Sewer Lateral – Private Portion, without a sewer permit issued by the City, and
 - (b) Storm Sewer Lateral – Public Portion, or any appurtenance thereof, or Lateral Connection of a Storm Sewer Lateral – Public Portion,
 - (i) without a sewer permit issued by the City, and
 - (ii) if, required, obtaining a road cut permit from the City.
- (3) The sewer permits required under sub-sections (1) and (2) of this section shall not be issued for any Sewer Lateral – Private Portion or any Sewer Lateral – Public Portion where, in the opinion of the General Manager of Public Works, the Sanitary Sewer or Storm Sewer in respect of which the permit has been applied for, has inadequate capacity to permit the additional connection.

- (4) The sewer permits required under sub-sections (1) and (2) of this section are not to be issued for a Sewer Lateral – Public Portion until the person who is to do the work has deposited with the General Manager of Public Works,
- (a) an indemnity bond, issued by a surety company licensed to carry on business in Ontario, in a form acceptable to the General Manager of Finance and Corporate Services and the City Solicitor, for the sum of \$15,000.00 and which is to guarantee payment to the City of the cost to it of all works and repairs carried out by the City, as a consequence of that person's performance of the work, during each year and for a period of two (2) years after completion of the work, and
 - (b) a certificate of insurance confirming the following coverages and limits are in force for the person doing the work for the full duration of the work (certificate holder will be addressed as the City of Hamilton, City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5, or such other address as the General Manager of Public Works may require) and providing that at least 30 days prior written notice (15 days, in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to the City by the insurer before the insurer or insured takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof:
 - (i) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily and personal injury liability, property damage, products liability, completed operations liability, owners and contractors protective liability, blanket contractual liability, premises liability, non-owned automobile liability and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000.00 per occurrence and in the aggregate, endorsed to include the City of Hamilton as additional insured. Coverage shall be included for pollution from "hostile fires".
 - (ii) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than, subject to the following paragraphs (1) and (2), \$1,000,000.00 per occurrence:
 - (1) where the work will involve the use of one or more automobiles or any combination of automobiles and

towed vehicles having in any case a combined aggregate weight of 5 tonnes or more before loading, \$2,000,000.00 per occurrence; and

- (2) where any combination of automobiles and towed vehicles having in any case a combined aggregate weight of 10 tonnes or more before loading, \$5,000,000.00 per occurrence.
- (5) The bond is to guarantee payment to the City of the cost and expense of all works and repairs rendered necessary by or from the performance of the work.
- (6) No person is to perform or commence any work of repairing any part of any Sewer Lateral – Private Portion or Sewer Lateral – Public Portion, or appurtenance thereof, until after the person has notified the General Manager of Public Works.
- (7) Every application for a sewer permit,
 - (a) is to be in writing in the form provided by the City and is to be signed by the Owner of the land to be drained, or by the Owner's agent duly authorized in writing, and
 - (b) is to show the full name and full address of the person who is to do the work, and
 - (c) is to be made by delivering the same to the City, together with,
 - (i) four (4) copies of proper plans and specifications, and
 - (ii) a complete analysis of the wastes to be discharged to all Sewer Laterals – Public Portion from industrial or commercial premises, and
 - (d) is to include, where required by the City, the sewer permit fees set forth in Schedule "A".
- (8) The City may waive the requirement for plans, specifications and analysis described in sub-section (7) of this section, in relation to works described in sub-sections (1) and (2) of this section that are under the jurisdiction and control of the City wherever in the City's opinion they may be safely dispensed with.

STANDARDS FOR PIPE AND FITTINGS

7. (1) No person shall use any pipe, fittings and/or other appurtenances for Sewer Laterals – Private Portion, Sewer Laterals – Public Portion, Branch Connections to Sewer Laterals – Private Portion and Lateral Connections of the Sewer Lateral – Public Portion, unless the pipe, fittings and/or appurtenances meet the standards set by the General Manager of Public Works, or set by applicable legislation, as the case may be, in respect of works described under this By-Law.
- (2) No person is to install any Sewer Lateral – Public Portion,
- (a) of a capacity that in the opinion of the General Manager of Public Works is less than adequate, or
- (b) of a diameter that is less than that of the Building Drain, and
- that in any event is of a diameter of not less than 150 mm.

INSTALLATION OF SEWER LATERALS

8. (1) Every Sewer Lateral is to be designed, constructed and installed in accordance with generally accepted good practice, with all joints completed with suitable materials and in a proper workmanlike manner, finished clean and smooth on both the outside and inside of the pipe, and, at the Line of the Highway, having the top of the pipe at least 2.2 m below the level of the finished surface of the roadway opposite that point, or at such higher elevation only as may be necessitated by the level of the Main Sewer.
- (2) Every Lateral Connection is to be constructed with proper "T" or "Y" fittings. Saddles may only be used where approved by the General Manager of Public Works.
- (3) The slope of any Sewer Lateral is not to be less than one (1)% grade.
- (4) Every Sewer Lateral, throughout its length from the Main Sewer to the building or other place to be drained is to be laid, as nearly as practicable, in a straight line in a trench at a right angle from the Main Sewer and distant at least 2.5 m from any existing water service pipe that was installed prior to the installation of the Sewer Lateral. The 2.5 m between trenches is to be measured horizontally between the closest parts of the water service pipe and the Sewer Lateral. Only one Storm Sewer Lateral and one Sanitary Sewer Lateral are to be installed in one trench.

- (5) Where excavation of bedrock is required over more than twenty-five per cent (25%) of the length of the trench in order to install the Sewer Lateral, then the installation of the Sewer Lateral may be permitted, with the prior approval of the General Manager of Public Works in the same trench as the water service pipe upon the following conditions,
- (a) all water service pipes are to be laid 1.6 m below the finished grade with a minimum of 150 mm of granular material being placed under such pipe, and
 - (b) the crown of the Sewer Lateral is in all places to be not less than 500 mm below the invert of the water service pipe, and
 - (c) the Sewer Lateral is to be installed prior to the water service pipe, and
- each of the conditions described in this sub-section is to be complied with to the satisfaction of the General Manager of Public Works.
- (6) Where the installation is not permitted in the same trench as described in sub-section (5) of this section, the water service pipe is to be laid in a separate trench from the Sewer Lateral and the Sewer Lateral is to be a distance of at least 2.5 m from the water service pipe, which is to be measured horizontally between the closest parts of the water service pipe and the Sewer Lateral.
- (7) Where a Sewer Lateral – Public Portion is installed and backfilled prior to the installation of the Sewer Lateral – Private Portion, the end of the Sewer Lateral – Public Portion at the limit of the highway is to be,
- (a) tightly sealed with a proper cap; and
 - (b) carefully marked so that it can be readily located after the backfill is placed, and
 - (c) made readily distinguishable by painting red the end of the Sanitary Sewer Lateral – Public Portion.
- (8) No person shall use a Sewer Lateral – Public Portion until,
- (a) the Main Sewer has been accepted by the City and is in operation, and
 - (b) the roof is on the building.

- (9) A manhole is to be constructed by the Owner of the lands at the Owner's cost and expense and in accordance with plans approved by the General Manager of Public Works,
- (a) at the junction of the Main Sewer for every Sewer Lateral – Public Portion having a diameter equal to or greater than 300 mm, and
 - (b) in the case of every Sewer Lateral – Private Portion regardless of size, carrying Industrial Sewage, in compliance with the requirements of the City's Sewer Use By-law No. 04-150.
- (10) (a) The Owner of the lands being serviced by a Sewer Lateral – Public Portion is responsible that no part of the Sewer Lateral – Public Portion, any appurtenance thereof, or Lateral Connection is back filled or hidden from view, until notice has been given to, and the work inspected by, the General Manager of Public Works.
- (b) No person shall backfill or hide any part of a Sewer Lateral – Public Portion, any appurtenance thereof, or any Lateral Connection from view until there has been such notice and inspection referred to in clause (a) of this sub-section.
- (11) No person shall use an existing Sewer Lateral – Public Portion as the outlet for a new Sewer Lateral – Private Portion until it has been determined by closed circuit television inspection, that it is of adequate size, at proper depth and grade, in good condition and connected to the appropriate Main Sewer.
- (12) All roadways, shoulders, curbs, sidewalks, sodding and other works disturbed by a person during the installation of a Sewer Lateral – Public Portion or manhole shall be reinstated to a condition,
- (a) that is at least equal to that existing before they were disturbed, and
 - (b) that is acceptable to the General Manager of Public Works.

PARKING AREA DRAINAGE

9. The Owner of a parking area for vehicles that is not contained within a building shall ensure that such parking area is drained by Catchbasins, Storm Sewer Laterals and/or other appropriate Stormwater drainage systems, in such manner as is approved by the General Manager of Public Works.

MAINTENANCE, REPAIR AND REPLACEMENT OF SEWER LATERALS

10. (1) The Owner of lands drained into any Main Sewer is, at the Owner's cost and expense, to:
 - (a) properly maintain, repair and make necessary replacement of,
 - (i) any Sewer Lateral – Private Portion, and
 - (ii) any Sewer Lateral – Public Portion, and
 - (b) repair any roadway, shoulder, sidewalk, curb, sodding and any other existing work that is,
 - (i) damaged by reason of a faulty Sewer Lateral – Private Portion and a faulty Sewer Lateral – Public Portion or either of them, or
 - (ii) disturbed by reason of the maintaining, repairing or replacement of the Sewer Lateral – Private Portion and Sewer Lateral – Public Portion or either of them.
- (2) Notwithstanding sub-section (1) of this section, the City will maintain, repair and replace the Sewer Lateral – Public Portion, except in the following circumstances:
 - (a) where there is any blockage or Defect in the Sewer Lateral – Public Portion deemed by the General Manager of Public Works to be a result of negligence by an Owner or Occupant of the lands serviced by the Sewer Lateral – Public Portion, or
 - (b) where an Owner of the lands serviced by the Sewer Lateral – Public Portion has entered into a Special Service Agreement. In such a situation, the Owner who receives the benefit from such Special Service Agreement shall maintain, repair and make any necessary replacement of the entire Sewer Lateral until such time as a Sewer Lateral is connected to the Main Sewer abutting the lands.
- (3) In order for the City to maintain, repair and replace the Sewer Lateral – Public Portion as set out in sub-section (2) of this section, the City shall provide Sewer Lateral cleaning and/or investigation services upon request by the Owner or Occupant of the lands who have experienced a loss of sewer service. In those circumstances, the Owner or Occupant of such lands, as applicable, shall pay a fee for the completed Sewer Lateral cleaning and/or investigation services as set out in section 12 of Schedule

"A" to this By-law should the results of the Sewer Lateral cleaning and/or investigation services indicate that:

- (a) there is no Defect in the Sewer Lateral – Public Portion; or
- (b) a blockage or Defect in the Sewer Lateral – Public Portion is deemed by the General Manager of Public Works to be a result of the negligence of an Owner or Occupant serviced by the Sewer Lateral-Public Portion.

The City will only provide such Sewer Lateral cleaning and/or investigation services where prior to commencing such services, the Owner or Occupant provides written consent to such cleaning and/or investigation services being performed on their property and also agrees to pay to the City any applicable Sewer Lateral cleaning and/or investigation fee as described above in this sub-section (3). Where a blockage or Defect is located on the Sewer Lateral – Public Portion, and is not the result of the negligence of an Owner or Occupant, the City will assume all costs for the Sewer Lateral cleaning and/or investigation services. In addition, any subsequent maintenance, repair and replacement work deemed necessary by the City to address the blockage or Defect on the Sewer Lateral – Public Portion will be coordinated and paid for by the City.

- (4) In order for the City to maintain, repair and replace the Sewer Lateral – Public Portion as set out in sub-section (2) of this section, the City may also provide Sewer Lateral cleaning and/or investigation services upon the initiative of the City. The City will only provide such Sewer Lateral cleaning and/or investigation services where prior to commencing such services, the Owner or Occupant of the lands receiving the benefit of the Sewer Lateral cleaning and/or investigation services provides written consent to the Sewer Lateral cleaning and/or investigation services being performed on their property. The City will be responsible for the costs of the Sewer Lateral cleaning and/or investigation services initiated by the City.
- (5) Notwithstanding subsection (3) of this section, the Owner or Occupant of the lands who have experienced a loss of sewer service may retain a contractor to provide Sewer Lateral cleaning and/or investigation services and the City will reimburse the Owner or Occupant, as applicable, for the costs of such Sewer Lateral cleaning and/or investigation services upon the following conditions:
 - (a) the Owner or Occupant provides to the City an original invoice from the contractor for the cleaning and/or investigation services; and

- (b) the Owner or Occupant provides to the City a closed circuit television (CCTV) record of the Sewer Lateral, which record provides a clear unobstructed image of the condition of the Sewer Lateral after the Sewer Lateral has been cleaned by the contractor; and
- (c) the Owner or Occupant provides to the City surface locates of all defects identified by the contractor to be in the Sewer Lateral, in a manner and to a standard acceptable to the City; and
- (d) Sewer Lateral Defects are located on the Sewer Lateral – Public Portion; or
- (e) there are tree roots from a City Tree in the Sewer Lateral- Private Portion. Subject to clause 10(6)(c) below, in cases where tree roots from a City Tree exist in the Sewer Lateral – Private Portion, the City will only reimburse the Owner or Occupant, as applicable, on a one-time basis.

The City's reimbursement of contractor expenses will be no greater than the amounts set out in section 12 of Schedule "A" to this By-law, less the City's administration fee. Equipment purchases, supply purchases and equipment rental costs are not eligible for reimbursement by the City.

- (6)
 - (a) Notwithstanding sub-section (1) of this section, where tree roots from a City Tree have entered a Sewer Lateral – Private Portion the City will reimburse the Owner or Occupant of the lands on which the Sewer Lateral – Private Portion is located, on a one-time basis, for the cost of the permanent repair or replacement of the entire Sewer Lateral – Private Portion, up to a maximum of \$1,500.00.
 - (b) To be eligible for the one-time reimbursement referred to in clause 10(6)(a) above, the permanent repair or replacement of the entire Sewer Lateral- Private Portion must utilize materials and installation methods approved by the General Manager of Public Works, and the repair or replacement must be completed in accordance with all applicable City standards and any other applicable legislation.
 - (c) Where as of the commencement date of this By-law, the City's records indicate that an Owner of lands has previously received reimbursement from the City of 100% of the full cost and expense of the removal of City Tree roots from the owner's Sewer Lateral, in accordance with the previous provisions of By-law R79-172, the Owner shall be allowed to continue to receive from the City 100% reimbursement of the full cost and expense for the future removal of such City Tree roots, at a rate of no more than two occasions in one

calendar year, until and including March 1, 2007, after which date, the provisions of clauses 10(6)(a) and (b) shall apply to such Owner.

INSPECTION AND POWERS OF ENTRY

11. The General Manager of Public Works or other duly authorized employees or agents of the City, displaying or producing proper identification and accompanied by any person under his or her direction, may exercise a power of entry on behalf of the City, at reasonable times, subject to the required notices and applicable entry rights under Parts III and XIV of the Municipal Act, 2001.

REMOVAL OR DEMOLITION OF BUILDINGS

12. When a building is removed or demolished, the Owner of the building is responsible that every Sewer Lateral – Public Portion is exposed at the Line of the Highway and reasonable notice is given to the General Manager of Public Works so that it may be inspected and the Owner,

- (a) if the Sewer Lateral – Public Portion meets the requirements of this By-law and is in good condition, is responsible for the plugging of that Sewer Lateral – Public Portion at the Line of the Highway, and
- (b) if the Sewer Lateral – Public Portion does not meet the requirements of this By-law and is not in good condition, is responsible
 - (i) to disconnect that Sewer Lateral – Public Portion at the Main Sewer, and
 - (ii) for the proper plugging of the Lateral Connection of the Main Sewer, and

all such work that is required to be done under this paragraph is to be done by a contractor who is bonded in accordance with the terms of this By-law, and

- (c) in respect of the roadways, shoulders, curbs, sidewalks, sodding and other works disturbed during the removal or plugging of the Sewer Lateral – Public Portion, is responsible to reinstate same to a condition
 - (i) that is at least equal to that existing before they were so disturbed, and
 - (ii) that is acceptable to the General Manager of Public Works.

MISCELLANEOUS PROHIBITIONS

Obstructing Watercourses

13. (1) No person shall obstruct, allow the obstruction of or maintain any obstruction in any open or closed drainage facility or natural watercourse.
- (2) The City may by a notice in writing, require the Owner of the lands or any other person, obstructing or allowing the obstruction of or maintaining the obstruction of any drainage facility or natural watercourse, to do within a specified time all such work as the City determines is necessary to remove the obstruction as specified in the said notice.

Damaging or Obstructing Sewer

- (3) No person shall do anything likely to damage or obstruct any part of the Sewage Works of the City.

Tampering with City Sewage System

- (4) No unauthorized person shall tamper with any part of the Sewage Works of the City or enter into any Main Sewer or other part of the Sewage Works.

REMEDIAL ACTION BY THE CITY

14. Wherever this By-law directs or requires any matter or thing be done by a person, in default of it being done by the person directed or required to do it, such matter may be done by the City at the person's expense, in accordance with section 427 of the Municipal Act, 2001.

SCHEDULES

15. Schedules "A" and "B" form part of this By-law.

PENALTY

16. Any person who contravenes any of the provisions of this By-law is guilty of an offence and upon conviction is liable to the penalties under the Provincial Offences Act.

17. Pursuant to the provisions of Section 442 of the Municipal Act, 2001, when a person has been convicted of an offence under this By-law, the Ontario Court (Provincial

Division) of the City of Hamilton, or any court of competent jurisdiction thereafter may, in addition to any other penalty or remedy imposed, make an order prohibiting the continuation or repetition of the offence.

SHORT TITLE

18. This By-law may be known and referred to as "The Sewer and Drain By-law".

REPEAL

19. The following by-laws, and all amendments thereto, are hereby repealed:
- (a) By-law R79-172 of the former Regional Municipality of Hamilton-Wentworth;
 - (b) By-law No. 247-75 of the former City of Stoney Creek;
 - (c) By-law No. 74-42 of the former Town of Ancaster; and
 - (d) By-law Nos. 2174, 2614-72 and 3240-81 of the former Town of Dundas.

EFFECTIVE DATE

20. This By-law shall come into force and take effect on March 1, 2006.

PASSED AND ENACTED the 15th day of February, 2006.

MAYOR



CLERK



SCHEDULE "A"**SCHEDULE OF FEES AND CHARGES**

- | | | |
|----|--------------------------------|---------|
| 1. | Basic Fee for any sewer permit | \$52.28 |
|----|--------------------------------|---------|

In addition to the basic fee described in section (1) of this Schedule "A", the following fees are payable:

- | | | |
|----|--|------------|
| | (a) for a Sanitary Sewer Lateral – Private Portion and a Sanitary Sewer Lateral – Public Portion, or for either one individually | \$21.92 |
| | (b) for a Storm Sewer Lateral – Private Portion and a Storm Sewer Lateral – Public Portion, or for either one individually | \$21.92 |
| | (c) for a Branch Connection to a Sewer Lateral – Private Portion | \$21.92 |
| | (d) for a Catchbasin including connection to a Storm Sewer Lateral – Private Portion | \$21.92 |
| | (e) inspect Storm Sewer | \$21.92 |
| | (f) inspect Sanitary Sewer | \$21.92 |
| 2. | Processing of Special Service Agreements | \$412.94 |
| 3. | Special Service Agreements (sanitary or storm) (sub-section 4(1) of the By-law) | \$1,813.91 |
| 4. | Special Service Agreements (sanitary and storm) (sub-section 4(1) of the By-law) | \$2,394.20 |
| 5. | Discharge of Special Service Agreements | \$219.56 |
| 6. | Sanitary Sewer Lateral – Private Portion and Sanitary Sewer Lateral – Public Portion Inspection (weekend) | \$219.56 |
| 7. | Expired Sewer Permit Extension (Renewal)
(plus any difference in price between new permit and expired permit) | \$32.89 |

8.	Service Charge for Missed Appointments and Inspections Not Ready and completed follow-up inspection (\$49.14/visit)	\$98.28
9.	Rental Rate for Landscaping Lease (Per Annum)	Case Dependent No Set Fee
10.	Status of Special Service Agreements – No Field Inspection	\$73.91
11.	Status of Special Service Agreements – Field Inspection	\$202.91
12.	(a) Partial Sewer Lateral Cleaning – Regular Hours	\$345.80 plus GST
	(b) Partial Sewer Lateral Cleaning – After Hours	\$460.51 plus GST
	(c) Partial Sewer Lateral Cleaning – Locate	\$412.30 plus GST
	(d) Complete Sewer Lateral Investigation – Regular Hours	\$568.58 plus GST
	(e) Complete Sewer Lateral Investigation – After Hours	\$694.93 plus GST
	(f) Abandoned Sewer Lateral Investigation- Regular Hours	\$515.38 plus GST
	(g) Abandoned Sewer Lateral Investigation – After Hours	\$641.73 plus GST

Notes to Schedule “A”:

1. Unless stated otherwise, all fees and charges are GST exempt.
2. “Regular Hours” means 7 a.m. – 5 p.m. inclusive, Monday to Friday.
3. “After Hours” means outside Regular Hours Monday to Friday, a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by law to be closed.
4. “Partial Sewer Lateral Cleaning” means services to relieve blockage(s) in the Sewer Lateral in order to temporarily reinstate sewer service.
5. “Partial Sewer Lateral Cleaning – Locate” means services to locate any Defects in the Sewer Lateral without closed circuit television inspection.
6. “Complete Sewer Lateral Investigation” means services to complete a thorough cleaning and closed circuit television inspection of the Sewer Lateral.
7. “Abandoned Sewer Lateral Investigation” means services related to an unsuccessful attempt to access the Sewer Lateral for cleaning.

SCHEDULE "B"PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE (hereinafter called the Principal) and (hereinafter called the Surety) are jointly and severally held and firmly bound unto the City of Hamilton in the full amount of Fifteen Thousand Dollars (\$15,000.00) of lawful money of Canada, for which payment well and truly to be made, we bind ourselves and each of us, and our respective heirs, executors, successors, administrators and assigns, firmly by these presents.

WHEREAS pursuant to By-law No. _____, as amended, respecting common sewers and drains, and By-law No. R84—026, as amended, respecting the supply of water, both of the Council of the City of Hamilton, it is provided that no person shall perform any such works on any street, land, road or public place in the City of Hamilton, unless authorized in writing to do so by the General Manager of Public Works and until the person shall furnish to the said General Manager a security to the satisfaction of the said General Manager and the City Solicitor, and,

WHEREAS the above named Principal has made application to the said General Manager for a licence to construct common sewers and drains in the City of Hamilton.

NOW THEREFORE the condition of this obligation is such that if the above named Principal shall perform during the year, the work for which a permit was issued pursuant to the said By-laws, and during the said year and for twenty-four (24) months after completion of the said work, the Principal shall:

FIRSTLY: Indemnify and save harmless the City of Hamilton against all damages, claims, actions, costs and expense which the City may incur or be required to pay, or to pay, by reason of any claim for damages or injury caused or alleged to be caused by the negligence of the Principal or his agents or workmen, or by the negligent construction or poor workmanship or material of any permitted work, or by the lack of repair during the maintenance period above

mentioned, and

SECONDLY: shall pay to the City of Hamilton the cost of all works, repairs executed and carried out by the City during the year in which the permit was issued for such work, and for the maintenance period of twenty-four (24) months thereafter, not to exceed Fifteen Thousand Dollars (\$15,000.00) made necessary resulting from the construction, or excavation performed under the licence or permit authorizing the work, then this obligation shall be void, but otherwise it shall be and remain in full force and effect, notwithstanding the foregoing, it is understood and agreed that the liability of the Surety hereunder shall be limited to the amount stated herein and shall not be cumulative from year to year during the existence of this bond.

PROVIDED, however, this Bond may be terminated by the Principal and Surety on their giving sixty (60) days notice in writing to the City of Hamilton of their intention to terminate this Agreement insofar as any future work by the Principal is concerned, provided they remain liable, however, for any work performed during the permit year up to the date of such termination and thereafter for a maintenance period of two (2) years respecting such terminated work.

IN WITNESS WHEREOF the Principal has hereunto set his hand and seal and the said Surety has caused these presents to be sealed with its corporate seal, duly attested by the signature of its proper officer authorized in that behalf on the day of 20 .

THIS BOND EXPIRES December 31st in the year in which it is issued.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
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)
)

Principal

Surety