CITY OF HAMILTON
BY-LAW NO. 04-150

To Regulate the Discharge of any Matter into
the Sanitary, Combined, and Storm Sewer
Systems of the City of Hamilton

WHEREAS the City of Hamilton Act, 1999, S.O. 1999, c. 14, Schedule "C", did incorporate as of January 1, 2001, the municipality “City of Hamilton”;

AND WHEREAS the City of Hamilton is the successor to the following former area municipalities: 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, as well as to the former regional municipality of The Regional Municipality of Hamilton-Wentworth;

AND WHEREAS pursuant to the City of Hamilton Act, 1999, S.O. 1999, c. 14, Schedule "C", every by-law of the said former area and regional municipalities, that is in force on December 31, 2000 shall be deemed to be a by-law of the City of Hamilton until it expires or is repealed or amended to provide otherwise;

AND WHEREAS the former Regional Municipality of Hamilton-Wentworth did pass and enact Regional By-law R89-049, as amended, known and referred to as “The Sewer Use By-law”, to regulate the discharge of water and wastes into the sanitary and combined sewer systems of The Regional Municipality of Hamilton-Wentworth, and the storm sewer systems of the former Corporation of the City of Hamilton, which storm sewer systems were assumed by the former Regional Municipality of Hamilton-Wentworth by by-law;

AND WHEREAS the remaining former area municipalities had jurisdiction and responsibility for any storm sewers located in their geographical areas prior to the incorporation of the City of Hamilton on January 1, 2001;

AND WHEREAS pursuant to the Municipal Act 2001, S.O. 2001, c. 25, as amended, a single-tier municipality has jurisdiction for systems to provide sewage services;

AND WHEREAS pursuant to the said Municipal Act 2001, a municipality may pass a by-law prohibiting or regulating the discharge of any matter into a sewage system;

AND WHEREAS pursuant to the said Municipal Act 2001, a municipality may pass by-laws imposing fees or charges for, among other things, services or activities provided or done by or on behalf of the municipality, and for the use of the municipality’s property;
AND WHEREAS it is desirable to prohibit or regulate the discharge of any matter into the City of Hamilton's storm, sanitary and combined sewer systems and to consolidate all provisions into a single by-law.

NOW THEREFORE, THE COUNCIL OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

SECTION 1

DEFINITIONS

1. In this By-law:

(a) "acute hazardous waste chemical" means a material which is an acute hazardous waste chemical within the meaning of Ontario Regulation 347 made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

(b) "authorized representative of the owner or operator" means:

(i) a principal executive officer of at least the level of vice president, if the owner or operator is a corporation; or

(ii) a general partner or proprietor if the owner or operator is a partnership or proprietorship, respectively; or

(iii) a duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the sewage discharge originates;

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

(d) "blowdown" means the discharge of recirculating noncontact cooling water or heating water for the purpose of discharging materials contained in the water, the further build-up of which would cause concentrations in amounts exceeding limits established by best engineering practices;

(e) “Building Code Act, 1992” means the Building Code Act, 1992, S.O. 1992, c. 23, as amended, repealed or replaced from time to time;

(f) “By-law” means this by-law, as amended, repealed or replaced from time to time.

(g) "City" means the City of Hamilton or its designated representative;
(h) "combined sewer" means a sewer intended to function simultaneously as a storm sewer and a sanitary sewer;

(i) "commercial waste chemical" means a material which is a commercial waste chemical within the meaning of Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

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

(k) "cyanide (total)" means all the CN groups in cyanide compounds as determined by Standard Methods;

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

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

(n) "Environmental Protection Act" means the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, repealed or replaced from time to time;

(o) "flow proportional composite sampling" means sampling with a piece of equipment that is capable of operating continuously and automatically adjusting, at time intervals not exceeding thirty minutes, either the volume of effluent sub-samples or the time interval between the collection of sub-samples, to the rate of flow in the effluent stream;

(p) "fuels" includes (i) any ignitable liquid intended for use as a fuel with a flash point less than 61 degrees Celsius as determined by one of the methods in Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time, and (ii) gasoline, naphtha, diesel fuel or fuel oil;

(q) "General Manager of Finance and Corporate Services" means the General Manager of Finance and Corporate Services for the City of Hamilton or such person as is duly authorized or designated to act in his or her stead, or successor;

(r) "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;

(s) "grab sample" is an aliquot of the flow being sampled taken at one
particular time and place;

"hauled sewage" means waste removed from a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, a sewage holding tank any hauled sewage defined under Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time, or any other sewage system of a type regulated under Part 8 of the building code made under the Building Code Act, 1992;

"hazardous industrial waste" means a material which is a hazardous industrial waste within the meaning of Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

"hazardous waste chemical" means a material which is a hazardous waste chemical within the meaning of Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

"ignitable waste" means a material which is an ignitable waste within the meaning of Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

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

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

"industrial wastes" means all water carried wastes and wastewaters of the geographic area of the City of Hamilton excluding domestic wastewater and uncontaminated water, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, agricultural or other operation where the wastewater discharged includes significant quantities of wastes of non-human origin;

"joined sanitary-foundation drain sewer" means a sewer for the collection and transmission of domestic wastes and groundwater from a foundation drain;

"Kjeldahl Nitrogen (total)" means organic nitrogen and ammonia determined together in accordance with Standard Methods;

"matter" includes any solid, liquid or gas;
(dd) "NAICS" means North American Industry Classification System Manual published by the Executive Office of the President, Office of Management and Budget;

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

(ff) "once-through cooling water" means noncontact cooling water that has been circulated once through the cooling device;

(gg) "Ontario Water Resources Act" means the Ontario Water Resources Act, R.S.O. 1990, c.O.40, as amended, repealed or replaced from time to time.

(hh) "owner" or "operator" means the owner or operator of any facility or activity subject to the provisions of this By-law;

(ii) "pathological waste" means a material which is a pathological waste within the meaning of Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time, or any material which may be designated in writing by the Chief Medical Officer of Health (Ontario);

(jj) "PCB" means any monochlorinated or polychlorinated biphenyl or any mixture of them, or mixture that contains one or more of them, as determined by Standard Methods;

(kk) "PCB waste" means a PCB waste within the meaning of Ontario Regulation 352, made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

(ll) "person" includes an individual, association, partnership, corporation, municipality, Regional Municipality, Provincial or Federal agency, or an agent or employee thereof;

(mm) "pesticides" means a pesticide regulated under the Pesticides Act;

(nn) "Pesticides Act" means the Pesticides Act, R.S.O. 1990, chapter P.11, as amended, repealed or replaced from time to time;

(oo) "pH" means the logarithm to the base 10 of the reciprocal of the concentration of hydrogen ions, as determined by Standard Methods;

(pp) "phenolic compounds" means hydroxy derivatives of benzene and its condensed nuclei, as determined by Standard Methods;

(qq) "phosphorus" means total phosphorus as determined by Standard
Methods;

"potable water" means water processed by the City for human consumption;

"reactive waste" means a material which is a reactive waste within the meaning of Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

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

"severely toxic material" means any material listed in Schedule 3 of Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time;

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

"sewage works" means any works for the collection, transmission, treatment or disposal of sewage, stormwater 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 Building Code Act, 1992 applies.

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

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

"Standard Methods" means a procedure set out in the latest edition of Standard Methods for the Examination of Water and Wastewater published jointly by the American Public Health Association, American Water Works Association and Water Environment Federation, or an Ontario Ministry of the Environment approved procedure, or a procedure, modified or validated by the City, as set out in the City document entitled "Methods Manual", as amended, repealed or replaced from time to time;

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

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

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

(ddd) "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;

(eee) "waste disposal site leachate" means leachate from any waste disposal site;

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

SECTION 2

APPLICATION OF BY-LAW

2.(1) Nothing in this By-law is to be construed as purporting to permit anything which by the provision of any applicable Provincial Act or Regulation is prohibited, and where there is a conflict in this respect between the provisions of the applicable Act or Regulation and the provisions of this By-law, the provisions of the applicable Act or Regulation are to prevail.

(2) The provisions of this By-law related to joined sanitary-foundation drain sewers are applicable only to those joined sanitary-foundation drain sewers within the land area described in Schedule A to this By-law and being located in the area of the City which was formerly known as the Town of Dundas.

SECTION 3

ADMINISTRATION AND ENFORCEMENT

3.(1) The General Manager of Public Works is responsible for the administration and enforcement of this By-law in all areas where the City has jurisdiction and control over sewage works, and may assign duties to such persons, officers and inspectors as necessary to carry out the provisions of this By-law.

(2) The General Manager of Finance and Corporate Services is responsible for billing and collecting all fees and charges fixed hereunder except as otherwise provided under this By-law.

(3) Schedules A to K inclusive, attached to this By-law form part of this By-law.

SECTION 4

DISCHARGES TO SANITARY SEWERS
DISCHARGES TO COMBINED SEWERS

4.(1) No person shall discharge or deposit or cause or permit the discharge or deposit of
matter of a kind listed below, directly or indirectly, into or in land drainage works, private branch drains or connections to any sanitary sewer or combined sewer:

1. matter of any type or at any temperature or in any quantity which may be or may become a health or safety hazard to a sewage works employee, or which may be or may become harmful to a sewage works, or which may cause the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act, or the Environmental Protection Act, or which may cause the sludge from sewage works to fail to meet the criteria relating to contaminants for spreading the sludge on agricultural lands under the current Guidelines For The Utilization of Biosolids And Other Wastes On Agricultural Land (as revised March, 1996) unless the person has been advised in writing by the operator of the sewage treatment works that the sludge from the sewage treatment works will never be used on agricultural lands, or which may interfere with the proper operation of a sewage works, or which may impair or interfere with any sewage treatment process, or which is or may result in a hazard to any person, animal, property or vegetation and;

2. without limiting the generality of the foregoing, any of the following:
   (a) solid or viscous substances in quantities or of such size as to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, animal guts or tissues, paunch manure, and whole blood.
   (b) sewage that may cause an offensive odour to emanate from a sewage works, and without limiting the generality of the foregoing, sewage containing hydrogen sulphide, carbon disulfide, other reduced sulphur compounds, amines or ammonia in such quantity that may cause an offensive odour.
   (c) except in the case of discharge into a combined sewer, stormwater, water from drainage of roofs or land, water from a watercourse or uncontaminated water.
   (d) water that has originated from a source separate from the potable water distribution system of the City.
   (e) sewage or uncontaminated water at a temperature greater than 65 degrees Celsius.
   (f) sewage having a pH less than 5.5 or greater than 9.5.
   (g) sewage containing more than 15 milligrams per litre of solvent extractable matter of mineral or synthetic origin.
(h) sewage containing more than 150 milligrams per litre of solvent extractable matter of animal or vegetable origin.

(i) sewage in which the biochemical oxygen demand exceeds 300 milligrams per litre.

(j) sewage containing more than 350 milligrams per litre of suspended solids.

(k) sewage containing more than 10 milligrams per litre of phosphorus.

(l) sewage containing more than 100 milligrams per litre of Kjeldahl Nitrogen.

(m) sewage containing more than 1 milligram per litre of phenolic compounds.

(n) sewage which consists of two or more separate liquid layers.

(o) sewage containing dyes or colouring material which pass through a sewage works and discolour the sewage works effluent.

(p) sewage containing any of the following in excess of the indicated concentrations:

1500 milligrams/litre

Chlorides expressed as Cl
Sulphates expressed as SO4

50 milligrams/litre

Aluminum expressed as Al
Iron expressed as Fe

10 milligrams/litre

Fluorides expressed as F

5 milligrams/litre

Antimony expressed as Sb
Bismuth expressed as Bi
Chromium expressed as Cr
Cobalt expressed as Co
Lead expressed as Pb
Manganese expressed as Mn
Molybdenum expressed as Mo
Selenium expressed as Se
Silver expressed as Ag
Tin expressed as Sn
Titanium expressed as Ti
Vanadium expressed as V

3 milligrams/litre
Copper expressed as Cu
Nickel expressed as Ni
Zinc expressed as Zn

2 milligrams/litre
Cyanide (total) expressed as CN

1 milligram/litre
Arsenic expressed as As
Cadmium expressed as Cd

0.1 milligrams/litre
Mercury expressed as Hg

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

- Fuels
- PCBs
- Pesticides
- Severely Toxic Materials
- Waste Radioactive Materials

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

- Hauled Sewage
- Waste Disposal Site Leachate

(s) the following hazardous wastes in any amount:

- Acute Hazardous Waste Chemicals
- Hazardous Industrial Wastes
- Hazardous Waste Chemicals
- Ignitable Wastes
(2) In determining whether the limit with respect to any matter prescribed in subsection 4(1) is contravened, the volume of any water that has been added for the purpose of enabling the limit to be met and of any storm sewer discharges to a combined sewer shall be disregarded for the purposes of calculating whether the limit has been met so that compliance with the limit cannot be attained by dilution.

(3) Subclauses 4(1) 2.(b) and 4(1) 2.(s) do not apply to prevent the discharge of human waste.

(4) Subclause 4(1) 2.(d) does not apply to prevent the discharge of:

(a) water taken in an amount greater than 50,000 litres per day from a separate source when the owner or operator of the premises has a Permit To Take Water issued by the Ontario Ministry of the Environment and a copy of such permit has been provided to the City, or

(b) water taken in an amount less than 50,000 litres per day from a separate source when the owner or operator of the premises has provided the City with the following information:

(i) address of premises where the water is being used;

(ii) location of the water source; and

(iii) amount of water being taken.

(c) in the event of (a) or (b), the discharge to the sanitary sewer or combined sewer shall be subject to an agreement with the City in the form attached as Schedule H to this By-law.

(5) (a) Subclause 4(1)2.(p) does not apply to prevent the discharge from a premises of sewage containing chlorides in excess of 1500 milligrams/litre but less than 4000 milligrams/litre when the General Manager of Public Works approves in writing such discharge, subject to a sampling program acceptable to the General Manager of Public Works being conducted by the owner or operator of the premises at all times during which the discharge is occurring.

(b) Any approval given by the General Manager of Public Works under clause 4(5)(a) may be terminated by the General Manager of Public Works:

1. immediately, where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters; or

2. upon thirty calendar days written notice by registered mail, pre-paid courier or personal delivery to either the owner or operator of the
premises, as applicable, where,

(i) the sewage is causing a health or safety hazard to any sewage works employee; or

(ii) the sewage is, in the sole opinion of the General Manager of Public Works, either causing damage to the City's sewage works or is causing a dangerous condition; or

(iii) the sewage is, in the sole opinion of the General Manager of Public Works, either causing damage to the City's sewage treatment works or is otherwise negatively impacting on the City's sewage treatment works; or

(iv) the sewage is causing the sludge from the sewage works to fail to meet criteria relating to contaminants for spreading the sludge on agricultural lands under the current Guidelines For the Utilization of Biosolids And Other Wastes on Agricultural Land (as revised March, 1996); or

(v) the sewage is causing the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act or the Environmental Protection Act; or

(vi) the sewage is causing a hazard to any person, animal, property or vegetation; or

(vii) the owner or operator of the premises is in contravention of any one or more terms and conditions of the General Manager of Public Works' approval; or

(viii) the average effluent level for chlorides for the preceding twelve months for the Woodward Wastewater Treatment Plant is 240 milligrams/litre or greater; or

(ix) the sewage is contrary to this By-law in any way.

(6) Subclause 4(1)2.(p) does not apply to prevent the discharge from a premises of sewage containing chlorides equal to or greater than 4000 milligrams/litre and not more than 5000 milligrams/litre, when:

(a) the owner or operator of the premises, at its own cost and expense, conducts a detailed engineering study on the likely reduction, if any, of the life span of any sewage works as a result of the discharge, and submits such study to the City;

(b) the General Manager of Public Works approves the discharge, subject to:

(i) payment of compensation to the City by the owner or operator for
any likely reduction of the life span of any sewage works as a result of the discharge; and

(ii) a sampling and reporting program acceptable to the General Manager of Public Works being performed by the owner or operator of the premises,

at all times during which the discharge is occurring; and

(c) the owner or operator of the premises, or both, as determined by the General Manager of Public Works, enters into and complies with a Chlorides Discharge Agreement, in the form attached as Schedule I to this By-law, said Agreement to be for a term of no more than five years. Once the said Agreement is no longer in force and effect, should the owner or operator of the premises, or both, desire to continue to discharge sewage containing chlorides equal to or greater than 4000 milligrams/litre and not more than 5000 milligrams/litre, the owner or operator, or both, as determined by the General Manager of Public Works, must conduct a new detailed engineering study as set out in clause 4(6)(a) above and reapply for, and obtain the approval of, the General Manager of Public Works prior to continuing with such discharge.

(7) Subclause 4(1) 2.(q) does not apply to prevent the discharge of waste radioactive materials where they are being discharged in accordance with a licence from the Atomic Energy Control Board and a copy of the licence has been provided to the City or to the discharge of de minimis waste.

(8) Subclause 4(1) 2.(q) does not apply to prevent the discharge of PCBs when:

(a) the owner or operator of the premises has a certificate of approval relating to the premises from the Ontario Ministry of the Environment which expressly allows the discharge or written approval from the Director of the Ontario Ministry of the Environment which expressly authorizes the discharge from the premises;

(b) the owner or operator of the premises has written approval from the City which expressly authorizes the discharge from the premises;

(c) the discharge contains a concentration of less than 5 micrograms per litre of PCBs; and

(d) a copy of the certificate of approval or written authorization referred to in clause (a) has been provided to the City.

(9) Subclause 4(1) 2.(r) does not apply to prevent the discharge of hauled sewage when:

(a) the carrier of the hauled sewage is a waste transportation system operating
under a licence issued under the Environmental Protection Act, and regulations thereunder, as amended, repealed or replaced from time to time;

(b) the carrier has a current annual permit from the City of Hamilton to discharge hauled sewage in the form set out as Schedule B to this By-law;

(c) the discharge occurs only at the times and locations set out in Schedule C to this By-law;

(d) the carrier pays the fees as set forth in Schedule D to this By-law. Hauled sewage shall only be considered to be compliant where the generator of the hauled sewage has provided the General Manager of Public Works with prior laboratory analytical data, satisfactory to the General Manager of Public Works, indicating that the hauled sewage is in compliance with the parameters contained in this By-law. Hauled sewage shall only be considered to be non-compliant where the said prior analytical data indicates that the hauled sewage does not comply with one or more of the following treatable parameters: biochemical oxygen demand, oil and grease (animal/vegetable), phenols, suspended solids, phosphorus and total Kjeldahl Nitrogen;

(e) the hauled sewage complies with all of the parameters contained in this By-law, except for one or more of the following treatable parameters: biochemical oxygen demand, oil and grease (animal/vegetable), phenols, suspended solids, phosphorus and total Kjeldahl Nitrogen. If the foregoing is not the case, then in addition to any other actions that the City may take under this By-law, the General Manager of Public Works may deny access to the carrier or the generator of the hauled sewage, or both, to the City's wastewater treatment plans for up to 14 calendar days. Thereafter, the said carrier or generator, or both, may only discharge the hauled sewage in accordance with the provisions of this By-law; and

(f) the carrier or the generator of the hauled sewage has accurately represented the nature of the hauled sewage, including without limitation the quantity or quality of the hauled sewage, or the source of the hauled sewage, and has otherwise complied with this By-law. If the foregoing is not the case, then in addition to any other actions that the City may take under this By-law, the General Manager of Public Works may deny access to the carrier or the generator of the hauled sewage, or both, to the City's wastewater treatment plants for up to 14 calendar days. Thereafter, the said carrier or generator, or both, may only discharge the hauled sewage in accordance with the provisions of this By-law.

(10) Subclause 4(1) 2.(r) does not apply to prevent the discharge of hauled sewage when:

(a) the carrier of the hauled sewage is the holding tank of a recreational vehicle;
(b) the discharge occurs only at the Mountain Transfer Station or the Woodward Avenue Wastewater Treatment Plant, and at the approved times set out in Schedule C to this By-law; and

(c) the carrier pays the fee set forth in Schedule D to this By-law.

(11) Subclause 4(1) 2.(r) does not apply to prevent the discharge of waste disposal site leachate when:

(a) the waste disposal site leachate is being discharged pursuant to a certificate of approval or order relating to the premises under the Environmental Protection Act, or the Ontario Water Resources Act, which expressly allows the discharge; and

(b) the owner or operator of the premises has written approval from the City which expressly authorizes the discharge from the premises; and

(c) a copy of the certificate of approval or written authorization referred to in clause (a) has been provided to the City; or

(d) the waste disposal site leachate originates from a City owned landfill site.

(12) Subclause 4(1) 2.(s) does not apply to prevent the discharge of pathological waste that has been decontaminated prior to discharge when:

(a) the owner or operator of the premises has a certificate of approval from the Ontario Ministry of the Environment which expressly allows the discharge or written approval from the Director of the Ontario Ministry of the Environment which expressly authorizes the discharge from the premises; 

(b) the owner or operator of the premises has written approval from the City which expressly authorizes the discharge from the premises; and

(c) a copy of the certificate of approval or written authorization referred to in clause (a) has been provided to the City.

(13) No person shall discharge or allow the discharge, either directly or indirectly, into any joined sanitary-foundation sewer, of:

(a) stormwater,

(b) surface water,

(c) groundwater, and

(d) roof run-off, and

(e) sub-surface drainage except foundation drains for single and two family
residential buildings,

(f) uncontaminated cooling water or unpolluted industrial process water, and

(g) total quarter yearly sanitary sewage flows in excess of the total quarter yearly metered water consumption from the City water works system for the same period, except in the case of properties which are not connected to the City water works system and have no metered water consumption.

(14) Section 4 does not apply to prevent the discharge of any hauled material for which a particular City Wastewater Treatment Plant has the authority to receive and the General Manager of Public Works has given written approval for said discharge.

SECTION 5

DISCHARGES TO STORM SEwers

5.(1) No person shall discharge or deposit or cause or permit the discharge or deposit of matter of a kind listed below, directly or indirectly, into or in land drainage works, private branch drains or connections to any storm sewer:

1. matter of any type or at any temperature or in any quantity which may:

   (a) interfere with the proper operation of a storm sewer;

   (b) obstruct a storm sewer or the flow therein;

   (c) result in a hazard to any person, animal, property or vegetation;

   (d) impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir or other water or watercourse; or

   (e) result in the contravention of an approval, requirement, direction or other order under the Ontario Water Resources Act, or the Environmental Protection Act, with respect to the storm sewer or its discharge; and

2. without limiting the generality of the foregoing, any of the following:

   (a) water at a temperature greater than 65 degrees Celsius;

   (b) water having a pH less than 5.5 or greater than 9.5;

   (c) water containing more than 15 milligrams per litre of suspended solids;

   (d) water containing dyes or colouring material which discolour the water when diluted one (1) part dye and four (4) parts water;

   (e) water containing solvent extractable matter of animal or vegetable
origin greater than 10 milligrams per litre or of mineral or synthetic origin which causes a visible film, sheen or discolouration on the water surface;

(f) water containing any of the following in excess of the indicated concentrations:

3 milligrams/litre

Zinc expressed as Zn

1 milligram/litre

Chromium expressed as Cr
Lead expressed as Pb
Nickel expressed as Ni
Copper expressed as Cu
Cadmium expressed as Cd

0.02 milligrams/litre

Phenolic Compounds

2,400 per 100 millilitres

Escherichia coli (E. coli)

(g) the following matter in any amount:

Sewage
Once-through cooling water
Blowdown

(h) the following materials in any amount:

Automotive or Machine Oils and Greases
Fuels
Paints and Organic Solvents
PCBs
Pesticides
 Severely Toxic Materials
Waste Disposal Site Leachate
Waste Radioactive Materials

(i) the following hazardous wastes in any amount:

Acute Hazardous Waste Chemicals
Hazardous Industrial Wastes
Hazardous Waste Chemicals
(2) Subclause 5(1) 2.(g) does not apply to prevent the discharge of once-through cooling water or blowdown when:

(a) the once-through cooling water or blowdown is being discharged pursuant to a certificate of approval or order relating to the premises under the Environmental Protection Act, or the Ontario Water Resources Act, which expressly allows the discharge;

(b) the owner or operator of the premises has written approval from the City which expressly authorizes the discharge from the premises; and

(c) a copy of the certificate of approval or order referred to in clause (a) has been provided to the City.

(3) The provisions of subclauses 5(1) 2.(c), (d), (e), (f), (h), and (i) do not apply to prevent the discharge of stormwater runoff from industrial process areas to a storm sewer when:

(a) the owner or operator of the premises has a certificate of approval or order relating to the premises under the Environmental Protection Act, or the Ontario Water Resources Act, which expressly allows the discharge and a copy of the certificate of approval or order has been provided to the City; or

(b) the owner or operator of the premises has written approval from the City for a Best Management Practices Plan (BMP) which has been prepared in accordance with Schedule E to this By-law.

SECTION 6
REPORTS

6.(1) The owner or operator of an industrial premises shall prepare and file with the City a Waste Survey Report in accordance with subsections (2) and (3).

(2) The Waste Survey Report shall contain the following information and shall be signed by an authorized representative of the owner or operator:

(a) name and address of the premises, and names of its owner and operator;

(b) description of process operations, including waste discharge rates and contaminant concentrations, hours of operation, and North American Industrial Classification System;

(c) a schematic process diagram indicating waste discharge points and waste
(d) the generator registration number, if any, assigned with respect to the premises under Ontario Regulation 347, made under the Environmental Protection Act, as amended, repealed or replaced from time to time; and

(e) the waste class, hazardous waste number, primary and secondary characteristics and analytical data and the name of the laboratory, if any, furnished to the Ontario Ministry of the Environment under Ontario Regulation 347, made under the Environmental Protection Act, as amended repealed or replaced from time to time, relating to any material discharged into or in land drainage works, private branch drains or connections to any sanitary, combined or storm sewer.

(3) The Waste Survey report shall be in the form attached as Schedule F1.

(4) Where a change occurs in the information required under clause (2)(a) and contained in a Waste Survey Report, the owner or operator of the premises shall submit the new information within 30 calendar days of the change.

(5) Where a change occurs in any information required under clauses (2)(b), (c), (d) or (e) and described in a Waste Survey Report, the owner or operator of the premises shall not discharge or deposit or cause or permit the discharge or deposit of sewage into or in land drainage works, private branch drains or connections to any sanitary sewer, combined sewer or storm sewer, after 60 calendar days after the change occurs unless a new Waste Survey Report has been submitted setting out the change.

SECTION 7

AGREEMENTS

7.(1) Subject to subsections (2), (3), and (4), the discharge or deposit of sewage that would otherwise be prohibited by this By-law may be permitted into or in any connection to any sanitary sewer or combined sewer to an extent fixed by agreement with the City under such conditions with respect to payment of additional sewage service rates or otherwise as may be necessary to compensate for any additional costs of operation, repair and maintenance of the sewage works.

(2) (a) An Overstrength Discharge Agreement can only be made for discharge of the following parameters in sewage: suspended solids, biochemical oxygen demand, phenolic compounds, solvent extractable matter of animal or vegetable origin, Kjeldahl Nitrogen, and phosphorus.

(b) The Overstrength Discharge Agreement shall be in the form attached as Schedule G to this By-law and upon the approval of an Overstrength Discharge Agreement or amendment to such Agreement by the General Manager of Public Works, the Mayor and Clerk for the City are hereby authorized and directed to execute such Agreement or amending agreement.
A person who has entered into this agreement with the City shall pay an overstrength discharge fee, which is set out in Schedule D to this By-law.

A Sanitary Sewer Surcharge Agreement shall be made for the discharge of sewage which contains water that has originated from a source separate from the potable water distribution system of the City and has access to the City sanitary sewer or combined sewer system.

The Sanitary Sewer Surcharge Agreement shall be in the form attached as Schedule H to this By-law and upon the approval of a Sanitary Sewer Surcharge Agreement or amendment to such Agreement by the General Manager of Public Works, the Mayor and Clerk for the City are hereby authorized and directed to execute such Agreement or amending agreement.

A person who has entered into this agreement with the City shall pay a sanitary sewer surcharge fee, which is set out in Schedule H to this By-law.

A Chlorides Discharge Agreement can only be made for the discharge of sewage which contains chlorides equal to or greater than 4000 mg/l and not more than 5000 mg/l, and may be for a term not exceeding five years.

The Chlorides Discharge Agreement shall be in the form attached as Schedule I to this By-law and upon the approval of a Chlorides Discharge Agreement by the General Manager of Public Works, or amendment to such Agreement by the General Manager of Public Works, the Mayor and Clerk for the City are hereby authorized and directed to execute such Agreement or amending agreement.

A person who has entered into this Chlorides Discharge Agreement with the City shall pay compensation to the City for any likely reduction of the life span of any sewage works as a result of the discharge, in accordance with the provisions of the Agreement.

A person who has entered into an agreement with the City under this section 7 shall not be prosecuted under section 4 of this By-law for the discharge or deposit of sewage containing the matters specified in the agreement and in compliance with the agreement during the period within which the agreement is applicable and so long as the agreement is being fully complied with.

SECTION 8

COMPLIANCE PROGRAM

A compliance program may be issued as set out in subsections (2) to (6) and (9) for the discharge of a non-complying effluent during the period of planning, design, construction or installation of facilities to eliminate the non-compliance.
(2) The owner or operator of industrial premises may submit to the City a program to
prevent or to reduce and control the discharge or deposit of sewage into or in land
drainage works, private branch drains or connections to any sanitary sewer or
combined sewer from premises.

(3) The owner or operator of industrial premises may submit to the City a program to
prevent or to reduce and control the discharge or deposit of uncontaminated water
or stormwater or eliminate the discharge or deposit of sewage into or in land
drainage works, private branch drains or connections to any storm sewer from the
premises.

(4) The City may issue an approval for a compliance program by way of Letter of
Agreement to the person who submitted the program.

(5) Every compliance program shall be for a specified length of time during which the
facilities are to be installed and shall be specific as to the remedial actions to be
implemented, the dates of commencement and completion, and the materials or
other characteristics of the sewage, uncontaminated water or stormwater to which
it relates. The final activity completion date shall not be later than the final
compliance date in the compliance program.

(6) The Letter of Agreement for the compliance program shall be in the form attached
as Schedule J to this By-law. The owner or operator of industrial premises shall
also provide to the City for each compliance program a Release and
Indemnification in the form attached as Schedule J-1 to this By-law and such
insurance documents as are deemed to be necessary by the General Manager of
Public Works. Upon the approval of a compliance program or amendment to such
compliance program by the General Manager of Public Works, the Mayor and
Clerk for the City are hereby authorized and directed to execute such Letter of
Agreement or agreement to amend such Letter of Agreement.

(7) A person to whom a compliance program has been issued shall submit a
compliance program progress report within 14 calendar days after the scheduled
completion date for each activity listed in the compliance program.

(8) The compliance program progress report shall be in the form attached as
Schedule K.

(9) Where the operating authority for the sewage treatment plant, land drainage
works, or storm sewer which is receiving sewage, uncontaminated water or
stormwater from the premises identified in the letter of compliance program is not
the City, the compliance program does not become effective unless the operating
authority has reviewed and approved the compliance program.

(10) A person to whom a compliance program has been issued shall not be prosecuted
under sections 4 or 5 of this By-law for the discharge or deposit of sewage,
uncontaminated water or stormwater containing the matters specified in the
compliance program and in compliance with the compliance program during the
period within which the compliance program is applicable and so long as the
compliance program is being fully complied with.

(11) The City shall levy fees for the cost of treatment of non-complying effluent which is specified in the compliance program, during the period within which the compliance program is applicable, as set out in the attached Schedule D.

SECTION 9

SAMPLING AND ANALYSIS

9.(1) Where a sample is required for the purpose of determining the characteristics or contents of the sewage, uncontaminated water or stormwater to which reference is made in this By-law:

(a) one sample alone is sufficient and, without limiting the generality of the foregoing, the sample may be a grab sample or a composite sample, may contain additives for its preservation and may be collected manually or by using an automatic sampling device;

(b) except as otherwise specifically provided in this By-law, all tests, measurements, analyses and examinations of sewage, uncontaminated water and stormwater, shall be carried out in accordance with Standard Methods;

(c) for each one of the following metals: aluminum, antimony, arsenic, bismuth, cadmium, chromium, cobalt, copper, iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, tin, titanium, vanadium and zinc whose concentration is limited in subclauses 4(1) 2.(p) and 5(1) 2.(f), the analysis shall be for the quantity of total metal, which includes all metal both dissolved and particulate.

SECTION 10

SPILLS

10.(1) Every person who discharges or deposits or causes or permits the discharge or deposit of sewage, directly or indirectly, into or in and drainage works, private branch drains or connections to any sanitary sewer or combined sewer shall, if such discharge or deposit is not in the ordinary course of events forthwith notify the City or the agency responsible for operating the sewage works receiving the discharge or deposit.

(2) Every person who discharges or deposits or causes or permits the discharge or deposit of uncontaminated water or stormwater, directly or indirectly, into or in land drainage works, private branch drains or connections to any storm sewer shall, if such discharge or deposit is not in the ordinary course of events forthwith notify the City or agency responsible for managing the land drainage works or storm sewer.

(3) Every person who discharges or deposits or causes or permits the discharge or deposit of any of the items listed in subclauses 4(1) 2.(q) and (s), directly or
indirectly, into or in land drainage works, private branch drains or connections to any sanitary sewer or combined sewer shall, forthwith notify the City or the agency responsible for operating the sewage works receiving the discharge or deposit.

(4) Every person who discharges or deposits or causes or permits the discharge or deposit of any of the items listed in subclauses 5(1) 2.(h) and (i), directly or indirectly, into or in land drainage works, private branch drains or connections to any storm sewer shall forthwith notify the City or agency responsible for managing the land drainage works or storm sewer.

(5) The duty imposed by subsections 10(1), (2), (3) and (4) comes into force immediately when the person knows or ought to know that the matter referred to in those subsections has the potential to enter or is spilled into the sanitary sewer, combined sewer or storm sewer.

(6) For any of the discharges in subsections 10 (1), (2), (3) and (4) for which the person is required to forthwith notify the City or agency, the notification shall include the following information:

(a) name of the company and the address of location of spill;
(b) name of person reporting the spill and telephone number where that person can be reached;
(c) time of the spill;
(d) type and volume of material discharged and any associated hazards; and
(e) corrective actions being taken to control the spill;
(f) whether the spill was reported to the Ontario Ministry of the Environment and, if so, the date such report was made.

(7) Within five calendar days following a discharge to which subsection (6) applies, the person shall submit to the City or agency a written report describing the cause of the spill and the actions taken or to be taken to prevent a recurrence. A detailed written report shall be submitted to the City or agency within thirty (30) calendar days.

SECTION 11

GENERAL

11.(1) The owner or operator of industrial premises with one or more connections to a sewage works shall install and maintain in good repair in each connection a suitable manhole to allow observation and sampling of the sewage, stormwater or uncontaminated water, or any combination thereof, and measurement of the flow therein of sewage, stormwater or uncontaminated water, or any combination thereof, provided that where installation of a manhole is not possible, an alternative device or facility may be substituted with the written approval of the General Manager of Public Works.

(2) The manhole or alternate device shall be located on the property of the owner or operator of the industrial premises, unless the General Manager of Public Works
has given written approval for a different location.

(3) Every manhole, device or facility installed as required by subsection (2) shall be designed and constructed in accordance with good engineering practice and the requirements of the City, and shall be constructed and maintained by the owner or operator of the industrial premises at his or her expense.

(4) The owner or operator of industrial premises shall at all times ensure that every manhole, device or facility installed as required by subsection (2) is at all times accessible for purposes of observing and sampling the sewage, stormwater or uncontaminated water, or any combination thereof, and measuring the flow therein of sewage, stormwater or uncontaminated water, or any combination thereof.

(5) The City may require the owner or operator of industrial premises to install devices to monitor sewage discharges, stormwater discharges or uncontaminated water discharges, or any combination thereof, and to make available to the City all records of calibration and maintenance of said devices. The City may also require the owner or operator of industrial premises to submit regular reports regarding the sewage discharges, stormwater discharges or uncontaminated water discharges, or any combination thereof, to the City.

(6) The City may enter any industrial premises, at reasonable times, to inspect the discharge of any matter into the sewage works of the City or into any other sewage system the contents of which ultimately empty into the City's sewage works and may conduct tests and take samples for this purpose and in accordance with this By-law.

(7) The City's Director of Water and Wastewater, the City's Manager of Compliance and Regulation, and all City employees in the Regulatory Services Group, Compliance and Regulation Section of the Water and Wastewater Division of the Public Works Department of the City of Hamilton, are hereby appointed for purposes of the administration and enforcement of this By-law and the applicable sections of the Municipal Act 2001, S.O. 2001, c. 25, as amended, repealed and replaced from time to time.

(8) No person shall hinder or obstruct, or attempt to hinder or obstruct, any person exercising a power or performing a duty under this By-law.

(9) No person shall break, damage, destroy, deface or tamper or cause or permit the breaking, damaging, destroying, defacing or tampering with:

(a) any part of a sewage works; or

(b) any permanent or temporary device installed in a sewage works for the purpose of measuring, sampling and testing of sewage.

(10) The agreements contemplated by section 7 and the Letter of Agreement for the compliance program contemplated by section 8 may be terminated by the City on 30 calendar days written notice if the discharge of sewage covered by such agreements is causing contravention of clauses 4(1)1. and 5(1)1. of the By-law.
(11) The agreements contemplated by section 7 and the Letter of Agreement for the compliance program contemplated by section 8 may be terminated by the City by written notice at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.

(12) The fees and charges imposed in this By-law shall constitute a debt of the person to the City and if the debt, or any portion thereof, remains unpaid after the due date established in this By-law or an agreement entered into pursuant to this By-law, the unpaid amount may be added to the tax roll for any real property in the City owned by the person responsible for paying the fees and charges and collected in like manner as municipal taxes.

(13) If a court of competent jurisdiction declares a part or the 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 the remainder shall survive and be applied and enforced in accordance with its terms to the extent possible under the law.

(14) This By-law shall be read with such changes of gender, number and corporate status as the context may require.

(15) 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 of this By-law.

SECTION 12

OFFENCES

12.(1) Subject to subsection 12(2), every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is subject to a fine of not more than $10,000 for a first offence, and $25,000 for any subsequent offence of this By-law.

(2) Where a corporation is convicted of an offence under the provisions of this By-law, the maximum fines that may be imposed on the corporation are $50,000 for a first offence and $100,000 for any subsequent offence of this By-law.

(3) In this By-law, subsequent conviction means a conviction for an offence, which offence occurs after the date of conviction for an earlier offence under this By-law, Sections 13, 14 or 15 of By-law No. 247-75, or By-law No. R89-049, as respectively amended, repealed or replaced from time to time.

SECTION 13

SHORT TITLE

13. This By-law may be known and referred to as the "Sewer Use By-law".
SECTION 14

REPEAL

14.(1) By-law R89-049 of the former Regional Municipality of Hamilton-Wentworth, and all amendments thereto, are hereby repealed.

(2) Sections 13, 14 and 15 of By-law No. 247-75 of the former City of Stoney Creek, and all amendments thereto, are hereby repealed.

SECTION 15

EFFECTIVE DATE

15. This By-law shall come into force and take effect on the date of its passing and enactment.

PASSED AND ENACTED the 30th day of June, 2004

MAYOR

CLERK
SCHEDULE A

JOINED SANITARY-FOUNDATION DRAIN SEWER LANDS

COMMENCING in the former Area Municipality of the Town of Dundas at the intersection of Old Ancaster Road and the Toronto, Hamilton and Buffalo Railway Right-of-way,

THENCE southerly along Old Ancaster Road to the former Town of Dundas boundary limits,

THENCE westerly and northerly along the former Town of Dundas boundary limits to the Toronto, Hamilton and Buffalo Railway Right-of-way,

THENCE easterly along the Toronto, Hamilton and Buffalo Railway Right-of-way to the point of commencement.
SCHEDULE B
CITY OF HAMILTON
Public Works Department, Water and Wastewater Division

Telephone (905) 546-4443 Facsimile (905) 546-2627

APPLICATION FOR ANNUAL PERMIT TO DISCHARGE HAULED SEWAGE OR HOLDING TANK WASTES
(Refereed to in section 4(9))

1. Name of Applicant (Company):

2. Company Contact:

3. Address of Applicant:

4. Ministry of Environment Licence #:

5. Vehicle Licence # / Vehicle Identification #:
   Make of Vehicle:
   Net Total Capacity:
   (list all vehicles to be covered by permit)

6. Nature of material to be discharged:

Signature of Applicant  Date of permit issue

PERMIT EXPIRES ON DECEMBER 31st, 20__

For City Use Only

Approved by:  Date
# SCHEDULE C

**LOCATION, ETC., FOR DISCHARGE OF HAULED SEWAGE AND HOLDING TANK WASTES**  
(Referred to in sections 4(9)&(10))

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Woodward Avenue Wastewater Treatment Plant</td>
<td>6:00 a.m. to 9:00 p.m.</td>
</tr>
<tr>
<td>700 Woodward Avenue, Hamilton, Ontario</td>
<td></td>
</tr>
<tr>
<td>MONDAY TO SATURDAY INCLUSIVE.</td>
<td></td>
</tr>
<tr>
<td>DUMPING PERMITTED SUNDAYS OR STATUTORY HOLIDAYS WITH ADVANCED PERMISSION ONLY. PAYMENT BY TICKET ONLY WHICH ARE AVAILABLE FROM THE CITY OF HAMILTON PUBLIC WORKS DEPARTMENT.</td>
<td></td>
</tr>
<tr>
<td>2. Mountain Transfer Station</td>
<td>8:00 a.m. to 6:00 p.m.</td>
</tr>
<tr>
<td>Kilbride Road</td>
<td></td>
</tr>
<tr>
<td>Hamilton, Ontario</td>
<td></td>
</tr>
<tr>
<td>MONDAY TO SATURDAY INCLUSIVE.</td>
<td></td>
</tr>
<tr>
<td>NO DUMPING ON NEW YEARS DAY, GOOD FRIDAY AND CHRISTMAS DAY. PAYMENT BY TICKET ONLY WHICH ARE AVAILABLE FROM THE CITY OF HAMILTON PUBLIC WORKS DEPARTMENT.</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE D

SCHEDULE OF FEES

(REFERRED TO IN SECTIONS 4, 7 AND 8)

1. For an annual fee permit to discharge hauled sewage $50.00*

2. Permit refund service charge – Sewers $20.00*

3. (a) Discharge fees for hauled sewage generated inside the City of Hamilton:

<table>
<thead>
<tr>
<th>Volume of Hauled Sewage Vehicle</th>
<th>Fee for discharge: compliant</th>
<th>Fee for discharge: non-compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1000 imperial gallons or any part thereof</td>
<td>$38.15*</td>
<td>$38.15*</td>
</tr>
<tr>
<td>Greater than 1000 imperial gallons but less than or equal to 3500 imperial gallons</td>
<td>$38.15*</td>
<td>$76.30*</td>
</tr>
<tr>
<td>Greater than 3500 imperial gallons but less than or equal to 5000 imperial gallons</td>
<td>$76.30*</td>
<td>$114.45*</td>
</tr>
<tr>
<td>Greater than 5000 imperial gallons but less than or equal to 8000 imperial gallons</td>
<td>$114.45*</td>
<td>$190.75*</td>
</tr>
<tr>
<td>Greater than 8000 imperial gallons but less than or equal to 10000 imperial gallons</td>
<td>$152.60*</td>
<td>$228.90*</td>
</tr>
</tbody>
</table>
(b) Discharge fees for hauled sewage generated outside the City of Hamilton:

<table>
<thead>
<tr>
<th>Volume of Hauled Sewage Vehicle</th>
<th>Fee for all discharges from outside the City: compliant and non-compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1000 imperial gallons or any part thereof</td>
<td>Up to 4.54 m$^3$ or any part thereof</td>
</tr>
<tr>
<td>Greater than 1000 imperial gallons but less than or equal to 3500 imperial gallons</td>
<td>Greater than 4.54 m$^3$ but less than or equal to 15.9 m$^3$</td>
</tr>
<tr>
<td>Greater than 3500 imperial gallons but less than or equal to 5000 imperial gallons</td>
<td>Greater than 15.9 m$^3$ but less than or equal to 22.7 m$^3$</td>
</tr>
<tr>
<td>Greater than 5000 imperial gallons but less than or equal to 8000 imperial gallons</td>
<td>Greater than 22.7 m$^3$ but less than or equal to 36.3 m$^3$</td>
</tr>
<tr>
<td>Greater than 8000 imperial gallons but less than or equal to 10000 imperial gallons</td>
<td>Greater than 36.3 m$^3$ but less than or equal to 45.43 m$^3$</td>
</tr>
</tbody>
</table>

| Holding Tanks of Recreational Vehicles | $5.00^*$ |

4. Overstrength Discharge Fees and Compliance Program Fees

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Fee (cents/kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.O.D.</td>
<td>$0.5687 plus GST</td>
</tr>
<tr>
<td>Suspended Solids</td>
<td>$0.4550 plus GST</td>
</tr>
<tr>
<td>Phenolic Compounds</td>
<td>$0.5687 plus GST</td>
</tr>
<tr>
<td>Solvent Extractable Matter</td>
<td>$0.4777 plus GST</td>
</tr>
<tr>
<td>Kjeldahl Nitrogen</td>
<td>$1.7318 plus GST</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>$1.2183 plus GST</td>
</tr>
</tbody>
</table>

5. Administrative Fees for Sewer Use Agreements (minimum charges per quarter)

   a) Overstrength Discharge Agreement $233.64 plus GST  
   b) Sanitary Sewer Surcharge Agreement $233.64 plus GST  
   c) Chloride Discharge Agreement $233.64 plus GST  

6. Information Requests $107.48 plus GST
SCHEDULE E - BEST MANAGEMENT PRACTICES (BMP) PLAN

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

General

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

Specific

1. Establishment of BMP Committee
2. Risk Identification and Assessment
3. Reporting of BMP Incidents
4. Materials Compatibility
5. Good Housekeeping
6. Preventive Maintenance
7. Inspection and Records
8. Security
9. Employee Training
# SCHEDULE F - INDUSTRIAL SECTORS

## SECTION: Agriculture, Forestry, Fishing & Hunting

<table>
<thead>
<tr>
<th>NAICS CANADA</th>
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<tr>
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### Crop Production

<table>
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<tbody>
<tr>
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</table>

- Greenhouse, Nursery & Floriculture Production

### Support Activities for Agriculture & Forestry

<table>
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- Support Activities for Crop Production
- Support Activities for Animal Production
- Support Activities for Forestry

## Utilities

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### Utilities

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- Water, Sewage & Other Systems

## Manufacturing

<table>
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<tr>
<th>NAICS CANADA</th>
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<td>31 - 33</td>
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### Food Manufacturing

<table>
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<tr>
<th>NAICS CANADA</th>
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<tbody>
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<td>311</td>
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</table>

- Animal Food Manufacturing
- Grain & Oilseed Milling
- Sugar & Confectionery Product Manufacturing
- Fruit & Vegetable Preserving & Specialty Food Manufacturing
- Dairy Product Manufacturing
- Meat Product Manufacturing
- Seafood Product Preparation & Packaging
- Bakeries & Tortilla Manufacturing
- Other Food Manufacturing

### Beverage & Tobacco Product Manufacturing

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<th>NAICS CANADA</th>
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<td>312</td>
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- Beverage Manufacturing
- Tobacco Manufacturing

### Textile Mills

<table>
<thead>
<tr>
<th>NAICS CANADA</th>
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<td>313</td>
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</table>

- Fibre, Yarn & Threat Mills
- Fabric Mills
- Textile & Fabric Finishing & Fabric Coating

### Textile Product Mills

<table>
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- Textile Furnishings Mills
- Other Textile Product Mills
### SCHEDULE F - INDUSTRIAL SECTORS (Continued)

#### SECTION: Manufacturing (Continued)

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**SCHEDULE F - INDUSTRIAL SECTORS (Continued)**

**SECTION:** Manufacturing (Continued)

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<tr>
<th>Industry</th>
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<td>Non-metallic Mineral Product Manufacturing</td>
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<td>Clay Product &amp; Refractory Manufacturing</td>
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<td>Glass &amp; Glass Product Manufacturing</td>
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<td>Cement &amp; Concrete Product Manufacturing</td>
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<td>Lime &amp; Gypsum Product Manufacturing</td>
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<td>Iron &amp; Steel Mills &amp; Ferro-Alloy Manufacturing</td>
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<td>Steel Product Manufacturing from Purchased Steel</td>
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<td>Alumina &amp; Aluminum Production &amp; Processing</td>
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<td>Non-Ferrous Metal (except Aluminum) Production &amp; Processing</td>
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<td>Foundries</td>
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<td>Forging &amp; Stamping</td>
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<td>Manufacturing &amp; Reproducing Magnetic &amp; Optical Media</td>
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### SCHEDULE F - INDUSTRIAL SECTORS (Continued)

#### SECTION: NAICS CANADA

**Manufacturing (Continued)**

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<td>Motor Vehicle Body &amp; Trailer Manufacturing</td>
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<td>Aerospace Product &amp; Parts Manufacturing</td>
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<td>Other Miscellaneous Manufacturing</td>
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## SCHEDULE F - INDUSTRIAL SECTORS (Continued)

### Wholesale Trade (Continued)

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### Transportation & Warehousing

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SCHEDULE F1 - WASTE SURVEY REPORT

CITY OF HAMILTON
WASTE SURVEY REPORT

SECTION 1 - General Information

(a) Name of Person submitting report: ________________________________

(name)

______________________________________________________________

(company name, corporation, identify if owner or operator)

(telephone no.)

______________________________________________________________

(postal address)

(postal code)

(b) Company Officer responsible for effluent control:

______________________________________________________________

(name)

(telephone no.)

(c) Location of Premises:

______________________________________________________________

(number, street, or road, municipality)

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

______________________________________________________________

(authorized representative of owner or operator)

______________________________________________________________

(title) (date)

SECTION 2 - Product or Service Information

(a) North American Industry Classification System (NAICS)

______________________________________________________________

______________________________________________________________

(b) Brief description of manufacturing or service activities:

______________________________________________________________
(c) Principal products produced or services rendered:

(plant: Office:)

(d) Number of employees:

(plant: Office:)

(e) Number of shifts per day: ____ Number of days per week: ____

(f) Are major processes:

[ ] batch [ ] continuous [ ] both

If batch, average number of batches per 24-hour day: ____

(g) Is the production subject to seasonal variation:

[ ] yes [ ] no

If yes, briefly describe seasonal production cycle:

__________________________________________________________________________

(h) Is there a special clean-up period: [ ] yes [ ] no

If yes, briefly describe clean-up period activities:

__________________________________________________________________________

SECTION 3 - Waste Characteristics

(a) Source of water supply: ________________________________
(b) Type of waste discharged (check all that apply):

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<tr>
<th>TYPE</th>
<th>AVE. FLOW/DAY (m³/day)</th>
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<tr>
<td>[] noncontact cooling</td>
<td>[-] estimated [-] measured</td>
</tr>
<tr>
<td>[] contact cooling</td>
<td>[-] estimated [-] measured</td>
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<tr>
<td>[] process</td>
<td>[-] estimated [-] measured</td>
</tr>
<tr>
<td>[] other</td>
<td>[-] estimated [-] measured</td>
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(c) Wastes are discharged to (check all that apply):

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<th>TYPE</th>
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<tr>
<td>[] sanitary #2</td>
<td>[-] estimated [-] measured</td>
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<tr>
<td>[] storm sewer #1</td>
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<tr>
<td>[] storm sewer #2</td>
<td>[-] estimated [-] measured</td>
</tr>
<tr>
<td>[] ground water</td>
<td>[-] estimated [-] measured</td>
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<tr>
<td>[] surface water</td>
<td>[-] estimated [-] measured</td>
</tr>
<tr>
<td>[] evaporation</td>
<td>[-] estimated [-] measured</td>
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</table>

If more than two sanitary and/or storm sewer connections, please include.

(d) Expected characteristics of wastes discharged to sanitary and storm sewers (complete Pollutant Information Sheets for the discharge to each sewer).

SECTION 4 - Physical Lay-Out

Layout sketch of property (to scale or approximate) to co-ordinate buildings, pretreatment works, property boundaries, effluent lines, and sanitary and storm sewer connections. (Number sewer connections to City sewers so that they can be related to Pollutant Information Sheets).

SECTION 5 – Ontario Regulation 347 Information

For wastes discharged into or in connection to any sanitary sewer or combined sewer or storm sewer.

(a) Generator registration number: ________________

SECTION 6 – Ontario Regulation 347 Information

For wastes discharged into or in connection to any sanitary sewer or combined sewer or storm sewer (complete Section 6 for each sewer connection).

(a) Description of waste: ______________________________________________
(b) Description of generating process: ____________________________

(c) Primary characteristic: ________________________________

Analytical data (if applicable): ________________________________

Name of Laboratory (if applicable): ________________________________

Waste Class: ________  Hazardous Waste Number: ________

(d) Secondary characteristic: ________________________________

Analytical data (if applicable): ________________________________

SECTION 7 - Pretreatment

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

[ ] Air flotation
[ ] Centrifuge
[ ] Chemical precipitation
[ ] Chlorination
[ ] Cyclone
SECTION 7 – Pretreatment (Continued)

[ ] Filtration
[ ] Flow Equalization
[ ] Grease or oil separation, type __________
[ ] Grease trap
[ ] Grit Removal
[ ] Ion Exchange
[ ] Neutralization, pH correction
[ ] Ozonation
[ ] Reverse Osmosis
[ ] Screening
[ ] Sedimentation
[ ] Septic tank
[ ] Solvent separation
[ ] Spill protection
[ ] Sump
[ ] Biological treatment, type ______________________
[ ] Rainwater diversion or storage ______________________
[ ] Other chemical treatment, type ______________________
[ ] Other physical treatment, type ______________________
[ ] Other, type ______________________
[ ] No pretreatment provided

SECTION 8 - Pollutant Information Sheet (Controlled Matter)

Please complete this section for each lateral sewer connection carrying industrial waste with access to the City sewer system.

Information for: [ ] sanitary sewer [ ] storm sewer, sewer number ____

Indicate by placing an "x" in the appropriate box for each listed parameter whether it is "suspected to be absent", "known to be absent", "suspected to be present" or "known to be present" and the known or expected concentration in milligrams per litre.

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<thead>
<tr>
<th>PARAMETER</th>
<th>KNOWN PRESENT</th>
<th>SUSPECTED PRESENT</th>
<th>ABSENT</th>
<th>KNOWN ABSENT</th>
<th>CONCENTRATION SUSPECTED mg/litre</th>
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<tr>
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### SECTION 8 - Pollutant Information Sheet (Controlled Matter) (Continued)

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<td>[ ]</td>
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<td></td>
</tr>
<tr>
<td>27. BOD</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td></td>
</tr>
<tr>
<td>28. TSS</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td></td>
</tr>
<tr>
<td>29. oil &amp; grease (animal/ veg)</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td></td>
</tr>
<tr>
<td>30. oil &amp; grease (mineral/ syn)</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td></td>
</tr>
<tr>
<td>31. Kjeldahl Nitrogen</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
<td></td>
</tr>
</tbody>
</table>

### SECTION 9 - Pollutant Information Sheet (No Discharge)

Please complete this section for each lateral sewer connection carrying industrial waste with access to the City sewer system.

Information for: [ ] sanitary sewer number [ ] storm sewer, sewer number_____
Indicate by placing an "x" in the appropriate box for each listed parameter whether it is "suspected to be absent", "known to be absent", "suspected to be presented" or "known to be present" and the known or expected quantity in kg/month.

<table>
<thead>
<tr>
<th>KNOWN PARAMETER</th>
<th>SUSPECTED</th>
<th>KNOWN</th>
<th>SUSPECTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PRESENT</td>
<td>ABSENT</td>
<td>PRESENT</td>
</tr>
<tr>
<td>32. pesticides</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>33. acute</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>hazardous</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>waste chemicals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34. fuels</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>35. hazardous</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>industrial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>wastes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36. hazardous</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>waste chemicals</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>37. ignitable</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>wastes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38. pathological</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>wastes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>39. PCB</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>wastes</td>
<td></td>
<td></td>
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<tr>
<td>40. reactive</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>wastes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>41. severely</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>toxic wastes</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>42. waste</td>
<td>[]</td>
<td>[]</td>
<td>[]</td>
</tr>
<tr>
<td>radioactive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>materials</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE G - OVERSTRENGTH DISCHARGE AGREEMENT FORM

THIS AGREEMENT made this ___ day of __________, A.D. 2__.

BETWEEN:

CITY OF HAMILTON
(hereinafter called the City)

OF THE FIRST PART

- and -

__________________________
(hereinafter called the Company)

OF THE SECOND PART

WHEREAS the City enacted By-law No. ________ on the ___ day of __________, relating to the discharge of sewage into any sanitary sewer or combined sewer in the City; and

WHEREAS the said By-law, as amended, repealed or replaced from time to time (hereinafter referred to as the "By-law") prohibits the discharge of industrial sewage containing certain substances in quantities in excess of the limits set by the By-law but provides that the City may permit the discharge of industrial waste which would otherwise be prohibited by the By-law to an extent fixed by agreement with the City under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of treatment; and

WHEREAS the Company carries on an industrial activity within the City at premises known as __________________________ which activity produces a sewage discharge in which the quantity of one or more of Suspended Solids, Biochemical Oxygen Demand (hereinafter referred to as B.O.D.), Phenolic Compounds, Kjeldahl Nitrogen, Phosphorus, or solvent extractable matter of animal and vegetable origin (hereinafter referred to as Grease) is above the permissible limits set out in the By-law which results in materially adding to the cost of treatment at the City's sewage works.

NOW THEREFORE THIS INDENTURE WITNESSES that the parties hereto mutually covenant and agree as follows:

1. During the currency of this agreement, the QUANTITY OF SEWAGE DISCHARGED by the Company from its premises at __________________________ to the sanitary sewer or combined sewer system shall not exceed ______________ cubic metres per day and the RATE OF SUCH DISCHARGE OF SEWAGE from the said premises shall not exceed ______ cubic metres per hour.
2. During the currency of this agreement only, the QUALITY OF THE SEWAGE discharged by the Company from the said premises to the sanitary sewer or combined sewer system MAY EXCEED THE LIMITS SET BY THE BY-LAW with respect to the quantity of Suspended Solids, B.O.D., Phenolic Compounds, Grease, Phosphorus and Kjeldahl Nitrogen provided that they SHALL NOT EXCEED THE FOLLOWING LIMITS AT ANY TIME:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Suspended Solids</td>
<td>milligrams/litre</td>
</tr>
<tr>
<td>(b) B.O.D.</td>
<td>milligrams/litre</td>
</tr>
<tr>
<td>(c) Phenolic Compounds</td>
<td>milligrams/litre</td>
</tr>
<tr>
<td>(d) Grease</td>
<td>milligrams/litre</td>
</tr>
<tr>
<td>(e) Phosphorus</td>
<td>milligrams/litre</td>
</tr>
<tr>
<td>(f) Kjeldahl Nitrogen</td>
<td>milligrams/litre</td>
</tr>
</tbody>
</table>

3. THE DISCHARGE OF SEWAGE BY the Company from the said premises containing Suspended Solids, B.O.D., Phenolic Compounds, Grease, Phosphorus or Kjeldahl Nitrogen, IN EXCESS OF THE ABOVE LIMITS shall constitute a contravention of this agreement and thus a contravention of the By-law.

4. (1) The COMPANY shall install and maintain suitable measuring devices approved by the City's General Manager of Public Works or designate (hereinafter referred to as the "General Manager of Public Works") in order to measure the quantity of sewage and all sewage covered in this agreement shall flow through these measuring devices. The measuring devices shall be positioned at the sanitary sewer monitoring manhole located farthest downstream on the sanitary sewer lateral, and located at a point just prior to entry into the City's sanitary sewer system or else at a sampling point mutually agreed to by the City and the Company.

(2) Where, in the opinion of the General Manager of Public Works it is impractical to install and maintain suitable measuring devices in order to measure the quantity of sewage, then the General Manager of Public Works may permit the utilization of water consumption records or such other method as he or she deems appropriate as a basis of estimating the quantity of sewage flowing to the sewers.

(3) Any measuring device for the measuring of the quantity of sewage shall be read by persons appointed by the City's General Manager of Finance and Corporate Services for the purpose of calculating the overstrength discharge fee under this agreement.

(4) The accuracy of the aforementioned measuring devices shall meet the current effluent MlSA monitoring standards as published by the Ontario Ministry of the Environment. The General Manager of Public Works reserves the right to challenge the accuracy of the measuring devices and may require calibration of these devices at the expense of the Company, said expense to be in addition to
the other charges provided by this agreement.

(5) (a) The Company agrees to conduct the sampling program set out in Appendix G attached hereto during the term of this agreement and renewals thereof for the purposes of assessing the quality of the sewage being discharged pursuant to this agreement. The Company shall conduct the sampling program in accordance with the Standard Methods defined in the By-law, current at the date of testing. The Company acknowledges and agrees that the sampling program requirements may be changed by the General Manager of Public Works at any time during the term of this agreement and renewals thereof if, in the sole opinion of the General Manager of Public Works such change(s) is/are necessary.

(b) If, in the opinion of the General Manager of Public Works the Company fails to comply with any requirement contained in the sampling program set out in Appendix G attached hereto, the General Manager of Public Works may terminate this agreement on 10 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the Company at its said premises.

(c) Appendix G forms part of this agreement.

5. SUBJECT TO THE RIGHTS OF TERMINATION PROVIDED FOR HEREIN, this agreement shall remain in force from ______________ until December 31st, ____, and may be renewed on January 1st, ____, and annually thereafter, on the same terms and conditions provided the parties so agree in writing.

6. THIS AGREEMENT MAY BE TERMINATED BY THE CITY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery and addressed to the Company at the said premises, if:

(a) The sewage is causing a health or safety hazard to any sewage works employee; or

(b) The sewage is causing damage to the sewers, materially increasing their maintenance costs or causing a dangerous condition; or

(c) The sewage is causing damage to the sewage treatment process or causing a dangerous condition in the treatment works; or

(d) The sewage is causing the sludge from the sewage works to fail to meet criteria relating to contaminants for spreading the sludge on agricultural lands under the current Guidelines For The Utilization Of Biosolids And Other Wastes On Agricultural Land (As revised March, 1996); or

(e) The sewage is causing the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act, R.S.O. 1990, c.
O.40, as amended, repealed or replaced from time to time or the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended; repealed or replaced from time to time; or

(f) The sewage is causing a hazard to any person, animal, property, or vegetation; or

(g) The sewage is contrary to the By-law in any way other than as provided herein.

7. THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED BY THE CITY at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.

8. THIS AGREEMENT MAY BE TERMINATED BY THE COMPANY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery and addressed to the General Manager of Public Works.

9. IN THE EVENT OF RENEWAL IF THE CITY GIVES WRITTEN NOTICE sent by registered mail, pre-paid courier or personal delivery, to the Company as aforesaid at any time within 30 calendar days before or after the start of each calendar year, THAT THE AMOUNT OF THE OVERSTRENGTH DISCHARGE FEE OR ANY OF THE LIMITS HEREINBEFORE SET OUT ARE TO BE CHANGED and no new agreement can be reached between the City and the Company, this agreement may be terminated at the option of the City at any time without notice 90 calendar days after the foregoing written notice was sent.

10. EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED THE COMPANY SHALL CONFORM TO THE PROVISIONS OF THE BY-LAW relating to the discharge of sewage and in the event of termination of this agreement the Company shall conform to the provisions of the By-law.

11. (1) THE COMPANY HEREBY COVENANTS AND AGREES TO PAY TO THE CITY a fee based on an excess suspended solids of ________ milligrams/litre, an excess B.O.D. of ________ milligrams/litre, an excess phenolic compounds of ________ milligrams/litre, an excess of grease of ________ milligrams/litre, an excess of Kjeldahl Nitrogen of ________ milligrams/litre, an excess of phosphorus of ________ milligrams/litre. The Quantity of the sewage discharged shall be determined as set out in section 4 of this agreement. The overstrength discharge fee for each quarter shall be based on the additional costs of treatment of the aforementioned sewage as set by the City annually.

(2) The said overstrength discharge fee shall become due and be paid quarterly as levied by the City in each year of this agreement until terminated as herein
50

provided. The Company acknowledges and agrees that the overstrength discharge fee will be based on the rates set out in Schedule "D" to the By-law, subject to any applicable minimum administrative fee as set out in said Schedule "D".

(3) If the Company agrees to do daily flow proportional sampling of the quantity of sewage and analyses those samples for quantities of those parameters in excess of the By-law, and these results can be verified by the City of Hamilton, then the fees for that year will be adjusted in the final invoice of the calendar year to cover actual quantities discharged for that year.

12. THE COMPANY COVENANTS AND AGREES TO PAY TO THE CITY on demand interest on overdue amounts at a rate of 2% above the current prime rate adjusted at the beginning of each fiscal quarter, with a minimum service charge of $2.00; and that interest will be charged after each thirty calendar day interval the amount remains outstanding.

13. THE CITY MAY TERMINATE THIS AGREEMENT at its option without notice if the Company fails for more than two months to pay an overdue amount but such termination shall not relieve the Company from its liability to make such payment.

14. (1) Where the Company has substantially reduced the quantity of the substances discharged under the terms of this agreement by reason of the installation of pretreatment facilities or a change in its processes or operations, the Company shall be entitled to a reduction in the overstrength discharge fee so that the payments shall be based on the reduced quantity discharged.

(2) A reduction under subsection (1) in the amount of the overstrength discharge fee shall not take effect until 30 calendar days from the date that the Company notifies the City in writing of the change and until the City has had such additional time as may be necessary in the circumstances to take samples and re-evaluate the waste being discharged.

15. THIS AGREEMENT SHALL ENURE to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

COMPANY NAME
I/We have the authority to bind the Company

CITY OF HAMILTON

Approved
Public Works

DATE
APPENDIX "G"

COMPANY SAMPLING PROGRAM FOR
OVERSTRENGTH DISCHARGE AGREEMENT
SCHEDULE H - SANITARY SEWER SURCHARGE AGREEMENT FORM

THIS AGREEMENT made this ___ day of __________, A.D. 2__.

BETWEEN:

CITY OF HAMILTON
(hereinafter called the City)

OF THE FIRST PART

- and -

________________________
(hereinafter called the Company)

OF THE SECOND PART

WHEREAS the City enacted By-law No. _________ on the ___ day of ________________, relating to the discharge of sewage into any sanitary sewer or combined sewer in the City; and

WHEREAS the said-By-law, as amended, repealed or replaced from time to time (hereinafter referred to as the "By-law"), prohibits the discharge of water, that has originated from a source separate from the potable water distribution system of the City but provides that the City may permit the discharge of industrial waste containing water which would otherwise be prohibited by the By-law to an extent fixed by agreement with the City under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of treatment; and

WHEREAS the Company carries on an industrial activity within the City at premises known as __________________________ which activity produces a sewage discharge which contains water that has originated from a source separate from the potable water distribution system of the City which is contrary to the By-law and which results in materially adding to the cost of treatment at the City sewage works.

NOW THEREFORE THIS INDENTURE WITNESSES that the parties hereto mutually covenant and agree as follows:

1. During the currency of this agreement, the QUANTITY OF SEWAGE DISCHARGED by the Company from its premises at __________________________ to the sanitary sewer or combined sewer system shall not exceed __________ cubic metres per day and the RATE OF SUCH DISCHARGE OF SEWAGE from the said premises shall not exceed __________ cubic metres per hour.
2.(1) (a) The COMPANY shall install and maintain suitable measuring devices approved by the City's General Manager of Public Works or designate (hereinafter referred to as the "General Manager of Public Works") to measure all water originating from a source separate from the City potable water distribution system that has access to the City sanitary sewer or combined sewer system.

(b) Where, in the opinion of the General Manager of Public Works it is impractical to install and maintain suitable measuring devices in order to measure all water originating from a source separate from the City's potable water distribution system, then the General Manager of Public Works may permit the utilization of water consumption records or such other method as he or she deems appropriate as a basis of estimating the quantity of water originating from a source separate from the City's potable water distribution system.

(2) Any device for measuring water that has originated from a source separate from the City potable water distribution system shall be read by persons appointed by the City's General Manager of Finance and Corporate Services to calculate the sanitary sewer surcharge under this agreement.

(3) (a) The Company agrees to conduct the sampling program set out in Appendix H attached hereto during the term of this agreement and renewals thereof for the purposes of assessing the quality of the sewage contained in the water originating from a source separate from the City potable water distribution system, which water is being discharged pursuant to this agreement. The Company shall conduct the sampling program in accordance with the Standard Methods defined in the By-law, current at the date of testing. The Company acknowledges and agrees that the sampling program requirements may be changed by the General Manager of Public Works at any time during the term of this agreement and renewals thereof if, in the sole opinion of the General Manager of Public Works, such changes(s) is/are necessary.

(b) If, in the opinion of the General Manager of Public Works the Company fails to comply with any requirement contained in the sampling program set out in Appendix H attached hereto, the General Manager of Public Works may terminate this agreement on 10 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the Company at its said premises.

(c) Appendix H forms part of this agreement.

3. SUBJECT TO THE RIGHTS OF TERMINATION PROVIDED FOR HEREIN, this agreement shall remain in force from ______________ until December 31st, _____ and may be renewed on January 1st, _____ and annually thereafter, on the same terms and conditions provided the parties so agree in writing.
4. THIS AGREEMENT MAY BE TERMINATED BY THE CITY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the Company at the said premises, if:

(a) The sewage is causing a health or safety hazard to any sewage works employee; or

(b) The sewage is causing damage to the sewers, materially increasing their maintenance costs or causing a dangerous condition; or

(c) The sewage is causing damage to the sewage treatment process or causing a dangerous condition in the treatment works; or

(d) The sewage is causing the sludge from the sewage works to fail to meet criteria relating to contaminants for spreading the sludge on agricultural lands under the current Guidelines For The Utilization Of Biosolids And Other Wastes On Agricultural Land (as revised March, 1996); or

(e) The sewage is causing the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act, R.S.O. 1990, c. O.40, as amended, repealed or replaced from time to time, or the Environmental Protection Act (Ontario), R.S.O. 1900, c. E.19 as amended, repealed or replaced from time to time; or

(f) The sewage is causing a hazard to any person, animal, property, or vegetation; or

(g) The sewage is contrary to the By-law in any way other than as provided herein.

5. THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED BY THE CITY at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.

6. THIS AGREEMENT MAY BE TERMINATED BY THE COMPANY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the General Manager of Public Works.

7. IN THE EVENT OF RENEWAL IF THE CITY GIVES WRITTEN NOTICE sent by registered mail, pre-paid courier or personal delivery to the Company as aforesaid at any time within 30 calendar days before or after the start of each calendar year, THAT THE AMOUNT OF THE SANITARY SEWER SURCHARGE OR ANY OF THE LIMITS HEREBEFORE SET OUT ARE TO BE CHANGED and no new agreement can be reached between the City and the Company, this agreement may be terminated at the option of the City at any time without notice 90 calendar days after the foregoing written notice was sent.
8. EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED, THE COMPANY SHALL CONFORM TO THE PROVISIONS OF THE BY-LAW of the City relating to the discharge of sewage and in the event of termination of this agreement the company shall conform to the provisions of the By-law.

9. THE COMPANY HEREBY COVENANTS AND AGREES TO PAY TO THE CITY a sanitary sewer surcharge on the quantity of water received from a source separate from the potable water distribution system of the City. The sanitary sewer surcharge will be calculated in accordance with City By-law 03-272 (The Sanitary Surcharge and Wastewater Abatement By-law), as amended, repealed or replaced from time to time. A credit may be available against, and in an amount not greater than the aforementioned sanitary sewer surcharge for any City supplied potable water that is treated by the Company and discharged directly to Lake Ontario or Hamilton Harbour upon verification by the City.

10. THE SAID SANITARY SEWER SURCHARGE shall become due and be paid quarterly as levied by the City in each year of this agreement until terminated as herein provided. The Company acknowledges and agrees that the aforementioned sanitary sewer surcharge is subject to any applicable minimum administrative fee as set out in Schedule "D" to the By-law.

11. THE COMPANY COVENANTS AND AGREES TO PAY TO THE CITY on demand interest on overdue amounts at a rate of 2% above the current prime rate adjusted at the beginning of each fiscal quarter, with a minimum service charge of $2.00; and that interest will be charged after each thirty calendar day interval the amount remains outstanding.

12. THE CITY MAY TERMINATE THIS AGREEMENT at its option without notice if the Company fails for more than two months to pay an overdue amount but such termination shall not relieve the Company from its liability to make such payment.

13. THIS AGREEMENT SHALL ENURE to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

COMPANY NAME
We have the authority to bind the Company.

CITY OF HAMILTON

MAYOR

CLERK

DATE
APPENDIX "H"

COMPANY SAMPLING PROGRAM
FOR SANITARY SURCHARGE AGREEMENT
SCHEDULE I - CHLORIDES DISCHARGE AGREEMENT FORM

THIS AGREEMENT made this ___ day of __________, A.D. 2__.

BETWEEN:

CITY OF HAMILTON
(hereinafter called the City)

OF THE FIRST PART

- and -

____________________________________
(hereinafter called the Company)

OF THE SECOND PART

WHEREAS the City enacted By-law No. __________ on the ___ day of __________, relating to the discharge of sewage into any sanitary sewer or combined sewer system in the City; and

WHEREAS the said By-law, as amended, repealed or replaced from time to time (hereinafter referred to as the "By-law"), prohibits the discharge of industrial sewage containing chlorides greater than 1500 mg/L but provides that the City may permit the discharge of industrial sewage containing chlorides equal to or greater than 4000 mg/L and not more than 5000 mg/L where certain conditions are met, including but not limited to the entering into of an agreement with the City under such conditions with respect to sampling and compensation for any reduction in the life span of any City sewage works as a result of such discharge; and

WHEREAS the Company carries on an industrial activity within the City at premises known as ______________________________, which activity produces a sewage discharge in which the quantity of chlorides is equal to or greater than 4000 mg/L and not more than 5000 mg/L, and which discharge is likely to reduce the life span of the certain City's sewage works.

NOW THEREFORE THIS INDENTURE WITNESSES that the parties hereto mutually covenant and agree as follows:

1. During the currency of this agreement, the QUANTITY OF SEWAGE DISCHARGED by the Company from its premises at ______________________________ to the sanitary sewer or combined sewer system shall not exceed __________ cubic metres per day and the RATE OF SUCH DISCHARGE OF SEWAGE from the said premises shall not exceed ______ cubic metres per hour.

2. During the currency of this agreement only, the QUALITY OF THE SEWAGE discharged by the Company from the said premises to the sanitary sewer or combined
sewer system may exceed the limits set by the By-law with respect to the quantity of chlorides provided that they shall not exceed the limit of 5000 milligrams/litre at any time.

3. THE DISCHARGE OF SEWAGE BY the Company from the said premises containing chlorides in excess of 5000 milligrams/litre shall constitute a contravention of this agreement and thus a contravention of the By-law.

4. (1) The Company acknowledges and agrees that it has conducted at its own cost and expense a detailed engineering report, attached hereto as Appendix I-A, in which it was identified that the life span of certain City sewage works would likely be reduced as a result of the discharge of chlorides permitted under this agreement.

(2) (a) The Company agrees to conduct the sampling program set out in Appendix I-B attached hereto during the term of this agreement and renewals thereof for the purposes of assessing the quality of the sewage being discharged pursuant to this agreement. The Company shall conduct the sampling program in accordance with the Standard Methods defined in the By-law, current at the date of testing. The Company acknowledges and agrees that the sampling program requirements may be changed by the City's General Manager of Public Works or designate (hereinafter referred to as the "General Manager of Public Works") at any time during the term of this agreement and renewals thereof if, in the sole opinion of the General Manager of Public Works such change(s) is or are necessary.

(b) If, in the opinion of the General Manager of Public Works the Company fails to comply with any requirement contained in the sampling program set out in Appendix I-B attached hereto, the General Manager of Public Works may terminate this agreement on 10 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the Company at its said premises.

(3) Appendices I-A and I-B form part of this agreement.

5. SUBJECT TO THE RIGHTS OF TERMINATION PROVIDED FOR HEREIN, this agreement shall remain in force from [insert date] until [insert date] and will not be renewed. Once this agreement is no longer in force and effect, should the Company desire to continue to discharge sewage containing chlorides equal to or greater than 4000 milligrams/litre and not more than 5000 milligrams/litre, the Company acknowledges and agrees that it must reapply for and obtain the approval from the General Manager of Public Works, in accordance with the provisions of the By-law, prior to continuing with such discharge.

6. THIS AGREEMENT MAY BE TERMINATED BY THE CITY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the Company at the said premises, if:

(a) The sewage is causing a health or safety hazard to any sewage works
employee; or

(b) The sewage is, in the sole opinion of the General Manager of Public Works, either causing greater damage to the City’s sewage works than was indicated in the detailed engineering report attached hereto as Appendix I-A, or is causing a dangerous condition; or

(c) The sewage is, in the sole opinion of the General Manager of Public Works, either causing damage to the treatment works or is otherwise negatively impacting on the treatment works; or

(d) The sewage is causing the sludge from the sewage works to fail to meet criteria relating to contaminants for spreading the sludge on agricultural lands under the current Guidelines For The Utilization Of Biosolids And Other Wastes On Agricultural Land (As revised March, 1996), or

(e) The sewage is causing the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act, R.S.O. 1990, c. O.40, as amended, repealed or replaced from time to time or the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended; repealed or replaced from time to time; or

(f) The sewage is causing a hazard to any person, animal, property, or vegetation; or

(g) The Company is in contravention of any one or more of the terms and conditions of this agreement; or

(h) The average effluent level for chlorides for the preceding twelve months for the Woodward Wastewater Treatment Plant is 240 mg/L or greater; or

(i) The sewage is contrary to the By-law in any way other than as provided herein.

7. THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED BY the City at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.

8. THIS AGREEMENT MAY BE Terminated BY THE COMPANY at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the General Manager of Public Works.

9. EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED THE COMPANY SHALL CONFORM TO THE PROVISIONS OF THE BY-LAW relating to the discharge of sewage and in the event of termination of this agreement, the Company shall conform to the provisions of the By-law.
10.(1) THE COMPANY HEREBY COVENANTS AND AGREES TO COMPENSATE THE CITY for the likely reduction in the life span of certain City's sewage works as a result of the discharge permitted under this agreement, as follows:

[insert description of payment provisions]

(2) The compensation identified in Subsection 10(1) of this agreement shall become due and be paid quarterly as levied by the City in each year of this agreement until termination or expiration as herein provided. Should in any quarter during which this agreement is in force and effect, the amount of compensation payable by the Company be less than any applicable minimum administrative fee as set out in Schedule "D" to the By-law, the Company agrees to pay such minimum administrative fee.

11. THE COMPANY COVENANTS AND AGREES TO PAY TO THE CITY on demand interest on overdue amounts at a rate of 2% above the current prime rate adjusted at the beginning of each fiscal quarter, with a minimum service charge of $2.00; and that interest will be charged after each thirty calendar day interval the amount remains outstanding.

12. THE CITY may terminate this agreement at its option without notice if the Company fails for more than two months to pay an overdue amount but such termination shall not relieve the Company from its liability to make such payment.

13. (1) Where the Company has reduced the quantity of the chlorides discharged under the terms of this agreement to less than 4000 mg/L by reason of the installation of pretreatment facilities or a change in its processes or operations, the Company shall be entitled to give notice to the City of its intention to terminate this agreement.

(2) Termination of this agreement under subsection (1) shall not take effect until either 30 calendar days from the date that the Company notifies the City in writing of the termination or until the City has had such additional time as may be necessary in the circumstances to take samples and confirm to the Company in writing its concurrence that this agreement can be terminated as the chlorides being discharged are less than 4000 mg/L, whichever date is later.

14. THIS AGREEMENT SHALL ENURE to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals attested to by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

COMPANY NAME
I/We have the authority to bind the Company.

CITY OF HAMILTON

MAYOR

CLERK

DATE
APPENDIX "I-A"

DETAILED ENGINEERING REPORT
FOR CHLORIDES DISCHARGE AGREEMENT
APPENDIX "I-B"

COMPANY SAMPLING PROGRAM FOR
CHLORIDES DISCHARGE AGREEMENT
SCHEDULE J - LETTER OF AGREEMENT FOR COMPLIANCE PROGRAM

Address: ___________________________ Date: ________________

Attention of: ___________________________

In accordance with the provisions of Section _____ of ___________________________
By-law __________, as amended, repealed or replaced from time to time (hereinafter
referred to as the "By-law"), you are hereby granted a compliance program for your
attached program identified in Appendix J subject to the following conditions:

1. During the period covered by this compliance program only, the quality of the
sewage, uncontaminated water, or stormwater) discharged by your Company from the said premises to the
sanitary, combined or storm) sewer system or land drainage works may exceed the limits set by the By-law with
respect to the parameters listed below provided that they shall not exceed the
following limits at any time:

<table>
<thead>
<tr>
<th>parameter</th>
<th>limit (mg/litre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td></td>
</tr>
</tbody>
</table>

2. The discharge of sewage, uncontaminated water or stormwater) by your Company from the said premises
containing the parameters listed in Item 1 in excess of the limits listed in Item 1 shall constitute a contravention of this compliance program and thus a
contravention of the By-law.

3. (a) The City shall levy fees for the cost of treatment of non-complying effluent which
is specified in this compliance program.

   (b) The said fees shall become due and be paid quarterly as levied by the City in
each year of this compliance program until terminated or completed as herein provided.

   (c) Your Company must agree to pay to the City on demand interest on overdue
amounts at a rate of 2% above the current prime rate adjusted at the beginning
of each fiscal quarter, with a minimum service charge of $2.00; and that interest will be charged after each thirty calendar day interval the amount remains outstanding.

(d) The City may terminate this compliance program at its option without notice if your Company fails for more than two months to pay an overdue amount but such termination shall not relieve your Company from its liability to make such payment.

4. The compliance program may be terminated at any time on 30 calendar days written notice sent by registered mail, pre-paid courier or personal delivery, and addressed to the Company at the said premises, if

(a) The sewage is causing a health or safety hazard to any sewage works employee; or

(b) The sewage is causing damage to the sewers, materially increasing their maintenance costs or causing a dangerous condition; or

(c) The sewage is causing damage to the sewage treatment process or causing a dangerous condition in the treatment works; or

(d) The sewage is causing the sludge from the sewage works to fail to meet criteria relating to contaminants for spreading the sludge on agricultural lands under Guidelines For The Utilization Of Biosolids And Other Wastes On Agricultural Land (as revised March, 1996), or

(e) The sewage is causing the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act or the Environmental Protection Act (Ontario); or

(f) The sewage is causing a hazard to any person, animal, property, or vegetation; or

(g) The sewage is contrary to the By-law in any way other than as provided herein.

(The above clauses should be appropriately changed if the compliance program is being issued for the discharge of stormwater.)

5. The compliance program may be terminated at any time where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.

6. This compliance program shall remain in force until ______________________ provided the following timetable is adhered to:

<table>
<thead>
<tr>
<th>COMPLIANCE</th>
<th>SCHEDULED</th>
<th>COMMENCEMENT</th>
<th>SCHEDULE</th>
<th>COMPLETION</th>
</tr>
</thead>
<tbody>
<tr>
<td>-------------</td>
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<td>--------------</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PROGRAM ACTIVITIES</th>
<th>DATE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Select Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Engineering Investigation of Plant Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Industrial Process Review &amp; Wastewater Characterization)</td>
<td></td>
<td></td>
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<tr>
<td>c. Select Treatment Process &amp; Design Criteria</td>
<td></td>
<td></td>
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<tr>
<td>(Treatability Studies)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Detailed Design of Treatment System (Plans &amp; Specifications)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Preparation of Operations Manual</td>
<td></td>
<td></td>
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<tr>
<td>f. Select Contractor for Installation/Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Commence Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Site Preparation (survey, excavation etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii. Foundation Work &amp; Underground Utilities (slabs, sewer, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii. Structural Work (bldgs., etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv. Mechanical Work (control panels, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>v. Electrical Work (control panels, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vi. Site Finish Work (fences, clean-up, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Pretreatment System Start Up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. You must, however, take all necessary steps to ensure that all other conditions and parameters listed in the By-Law are not exceeded, as there are no other exemptions.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8. You must acknowledge your acceptance of this compliance program by returning a signed and sealed copy of this Letter of Agreement for compliance program within 30 calendar days of your receipt of the Letter of Agreement.

CITY OF HAMILTON

________________________________________________________________________

MAYOR

________________________________________________________________________

CLERK

________________________________________________________________________

DATE

SIGNED AND ACCEPTED BY:

________________________________________________________________________

AUTHORIZED REPRESENTATIVE(S)

________________________________________________________________________

AUTHORIZED REPRESENTATIVE(S)

________________________________________________________________________

COMPANY NAME (company seal)

________________________________________________________________________

DATE

I/We have the authority to bind the Company.
SCHEDULE - J-1 - RELEASE AND INDEMNIFICATION FORM

RELEASE AND INDEMNIFICATION

IN CONSIDERATION of the City of Hamilton (hereinafter called "the City") permitting (insert name of company) (hereinafter called "XXX"), to discharge into the City's (insert type of sewer system - sanitary, combined or storm) sewer system sewage that contains parameters in excess of the limits set out in the City's Sewer Use By-law No. _____, as amended, repealed or replaced from time to time, all of which is pursuant to a Letter of Agreement For Compliance Program between the City and (insert XXX) dated (insert date of agreement) (hereinafter called the "Letter of Agreement"), (insert XXX), for itself, its transferees, successors and assigns, hereby releases and forever discharges the City, its officers, officials, employees, servants and agents, from any and all claims, demands, actions, causes of action, interest, costs, damages, expenses, loss, suits or other proceedings, however arising, which (insert XXX) now has or may hereafter have against the City in consequence of the discharge of such sewage pursuant to the Letter of Agreement except to the extent such proceedings are attributable to or caused by the negligence of the City, its officers, officials, employees, servants and agents, or any of them.

AND further (insert XXX) hereby agrees to defend, save harmless and indemnify the City, its officers, officials, employees, servants and agents, from any and all claims, demands, actions, causes of action, interest, costs, damages, expenses, fines, penalties, loss, suits or other proceedings for loss, damage, injury or death attributable to or connected with the discharge of such sewage pursuant to the Letter of Agreement, no matter how caused, except to the extent the loss, damage, injury or death is attributable to or caused by the negligence of the City, its officers, officials, employees, servants and agents, or any of them.

AND further that this Release and Indemnification shall survive the termination, expiry or other manner in which the Letter of Agreement shall cease to be in force.

SIGNED AND SEALED at __________________________, Ontario, this ______________ day of __________________________, 2__.

(INsert NAME OF COMPANY)

(insert name & position of authorized signing officer beneath signature)
I have the authority to bind the company.

(insert name & position of authorized signing officer beneath signature)
I have the authority to bind the company.
SCHEDULE K - COMPLIANCE PROGRAM PROGRESS REPORT*

COMPANY NAME: __________________ ADDRESS: ____________

DATE SUBMITTED: ____________ AUTHORIZED REPRESENTATIVE: __________________

1. COMPLIANCE PROGRAM ACTIVITY DESCRIPTION:
   __________________________________________
   __________________________________________

2. SCHEDULED COMPLETION DATE FOR ABOVE ACTIVITY:
   __________________________________________

3. ACTIVITY COMPLETED ON SCHEDULE? YES [ ] NO [ ]

4. IF NOT ON SCHEDULE, INDICATE ANTICIPATED COMPLETION DATE:
   __________________________________________

5. STATE REASON FOR DELAY, IF APPLICABLE:
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

6. WHAT ACTION HAS BEEN INITIATED TO RETURN PROJECT TO ORIGINAL SCHEDULE?
   __________________________________________
   __________________________________________
   __________________________________________

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