

DISTRICT OF CHETWYND

BYLAW NO. 1120, 2020

A Bylaw to regulate discharges into the Sanitary Sewer System

WHEREAS Council may, by bylaw, provide for the establishment of a system of Sanitary Sewer works and regulate the use of the Sanitary Sewer works of the District;

AND WHEREAS there are compounds in Waste that in various concentrations are detrimental to the operation of the Sanitary Sewer works whose discharge must be regulated as per the *Municipal Wastewater Regulation*;

NOW THEREFORE the Council of the District of Chetwynd, in open meeting assembled, enacts as follows:

1. CITATION

- 1.1 This bylaw may be cited as the “District of Chetwynd Sanitary Sewer Use Bylaw No. 1120, 2020”.

2. PURPOSE

- 2.1 This bylaw regulates the connection to and use of the District of Chetwynd Sanitary Sewer System.
- 2.2 The provisions of this bylaw apply to all direct and indirect discharges to any part of the District of Chetwynd Sanitary Sewer System.
- 2.3 This bylaw regulates the quality and quantity of Wastes that may be discharged into the District of Chetwynd Sanitary Sewer System and the degree of pre- treatment required.
- 2.4 This bylaw does not relieve any person or organization from complying with any provisions of any federal or provincial legislation or any other bylaw of the District of Chetwynd.

3. DEFINITIONS AND INTERPRETATION

- 3.1. The following terms, words, and phrases when used in this bylaw have the meanings set forth in this section, whether appearing in capital or lower case form:

“Adverse Effect” means impairment of or damage to the environment, human health or safety;

“BOD” means biochemical oxygen demand, being a measure of oxygen utilized in the biochemical oxidation of organic matter, as determined by the appropriate procedure set out in Standard Methods;

“CBOD” means carbonaceous biochemical oxygen demand, being a measure of oxygen utilized in the biochemical oxidation of organic substances in which the contribution

from nitrogenous bacteria has been suppressed, as determined by the procedure set out in Standard Methods;

“COD” means chemical oxygen demand, being a measure of the oxygen consuming capacity of organic and inorganic matter present in Wastewater as determined by the appropriate procedure set out in Standard Methods”;

“Compatible Pollutant” means BOD, TSS, pH and fecal coliform bacteria and such additional pollutants as are now, or may be in the future, specified and controlled in the District of Chetwynd Operational Certificate as issued by the Ministry of Water, Land and Air Protection, for the Wastewater Treatment System where said works have been designed and used to reduce or remove such pollutants;

“Composite Sample” means a sample which is composed of equal portions of a specified number of Grab Samples collected at the same sampling point at specified time intervals during a specified sampling period;

“Contaminant” means any substance, whether gaseous, liquid or solids, whether dissolved or suspended that:

- (a) injures, or is capable of injuring, the health or safety of a person;
- (b) injures, or is capable of injuring, property or any life form;
- (c) interferes, or is capable of interfering, with the operation of the Sanitary Sewer System or the Wastewater Treatment System;
- (d) causes, or is capable of causing, material physical discomfort to a person; or
- (e) damages, or is capable of damaging, the environment;

“Cooling Water” means untreated water originating from uses such as air conditioning, cooling or refrigeration where the only pollutant added to the water is heat;

“District” means the District of Chetwynd, British Columbia;

“Domestic Purpose” has the same meaning assigned to it in the *Water Sustainability Act*, SBC 2014 c. 15;

“Domestic Wastewater” means Wastewater associated with Domestic Purposes;

“Effluent” means the liquid outflow of any facility designed to treat or convey Wastewater;

“Fixture” means a receptacle, appliance, apparatus or other device that discharges Waste;

“Food Services Operation” means any operation where food intended for public consumption is prepared, processed, packaged, served, sold, dispensed or otherwise

handled, including washing of utensils, in a manner that may result in the discharge of Oil and Grease or solids to a Sanitary Sewer ;

“Garbage” means solid Wastes from domestic and commercial preparation, cooking and dispensing of food, and from handling, storage and sale of food as well as any other refuse not normally associated with typical Domestic Wastewater;

“Grab Sample” means an aliquot of a sampled stream or discharge collected at one particular place and time;

“Grease Interceptor” means a device (also known as a grease trap) designed and installed to separate and retain Oil and Grease from Wastewater, while permitting Wastewater to discharge to the Sanitary Sewer System;

“Hazardous Waste” means hazardous Waste as defined in the *Hazardous Waste Regulation*;

“Hazardous Waste Regulation” means the *Hazardous Waste Regulation*, B.C. Reg. 63/88;.

“High Volume Discharge” means any discharge of Industrial Wastewater into a Sanitary Sewer in excess of 10 cubic meters per day or 300 cubic meters over any consecutive 30-day period;

“Holding Tank” means a device or structure designed for the temporary storage of Wastewater;

“Industrial Operation” means an industry, business or other operation or activity that produces Wastewater;

“Industrial Wastewater” means Wastewater that is not Domestic Wastewater, Stormwater, Uncontaminated Water, or Trucked Waste;

“Manifest” means a Trucked Waste Manifest in the form attached as Schedule D to this bylaw;

“Mechanical Repair Operation” means an operation undertaking the repair or maintenance of vehicles, engines, transmissions, or other mechanical devices that use Oil and Grease (Hydrocarbons) for lubrication;

“mg/L” means milligrams per liter;

“Oil and Grease” means an organic substance or substances from animal or vegetable sources including, but not limited to, fats, oils and grease, hydrocarbons, esters, waxes, and high molecular weight carboxylic acids which are recoverable by the partition-gravimetric procedure set out in Standard Methods;

“Oil and Grease (Hydrocarbons)” means an organic substance or substances including, but not limited to, non-polar petroleum hydrocarbons which are recoverable by the partition-gravimetric silica gel absorption procedure set out in Standard Methods;

“Oil-Water Separator” means a three chamber oil-water separator that meets the Standard for Oil-Water Separators (ULC-S656-00) prepared by Underwriters’ Laboratories of Canada or equivalent oil-water separation technology able to achieve a Wastewater discharge quality of 50 mg/L of Oil and Grease (Hydrocarbons) or less;

“Operator” means a person who owns or otherwise has a right to operate an industrial operation or any person who has been authorized by such person to act as their agent;

“Owner” shall have the same meaning as assigned to it under the *Community Charter*, SBC 2003 c. 26;

“Parcel” has the same meaning as defined in the Community Charter, SBC 2003, c. 26;

“pH” means the logarithm of the reciprocal of the concentration of hydrogen ions in a solution;

“Pesticide” means an organism or material that is represented, sold, used or intended to be used to prevent, destroy, repel or mitigate a pest and includes a plant growth regulator, plant defoliator or plant desiccant and a control product, other than a device that is a control product under the *Pest Control Products Act*, SC 2002 c. 28;

“Plumbing System” means all pipes, conduits, drains and other equipment and facilities owned and maintained by the Owner for the purpose of collecting and transporting Wastewater;

“Premises” means any residential, commercial, institutional or industrial building or structure that has a Plumbing System connected to the Sanitary Sewer System;

“Prohibited Waste” means any Waste listed in Schedule A of this bylaw;

“Restricted Waste” means any Waste listed in Schedule B of this bylaw;

“Sanitary Sewer” means a sewer which carries Domestic Wastewater or Industrial Wastewater but is not intended to carry Stormwater, Cooling Water, groundwater, or Unpolluted Water;

“Sanitary Sewer Main” means a principal pipe that collects and conveys Wastewater in the Sanitary Sewer System;

“Sanitary Sewer System” means all pipes, conduits, drains and other equipment and facilities owned or otherwise under the control of the District for collecting, pumping and transporting Wastewater including all such pipes, conduits, drains and other equipment and facilities which connect to those owned or otherwise under the control of the District;

“Septic Tank” means a device or structure in which the solids contained in Wastewater are decomposed by anaerobic bacteria and the Effluent is disposed of to an infiltration field;

“Sewage Dumping Agreement” means an agreement in the form attached as Schedule C to this bylaw;

“Sewage Facility” means any works owned by or under the control or jurisdiction of the District that collects, transports, stores, treats, utilizes or discharges Wastewater;

“Sewer Connection” means the Sanitary Sewer or Stormwater sewer from the property line of a Parcel to the Sanitary Sewer System;

“Standard Methods” means the latest edition of *“Standard Methods for the Examination of Water and Wastewater”* as published by the American Public Health Association, American Waterworks Association and the Water Environment Federation, or equivalent contemporary standards;

“Stormwater” means water originating from rainwater, snowmelt or groundwater, including roof drain water;

“Total Solids” means all substances in liquid that are removable by evaporation of the liquid as determined by the procedure set out in Standard Methods;

“Total Suspended Solids”, also referred to as **“TSS”**, means an insoluble substance, or substances, in liquid that is removable by filtration as determined by the procedure set out in Standard Methods;

“Trucked Waste” means residual liquid and settled solids from treatment or conveyance of Domestic Wastewater, normally collected in a Septic Tank, Holding Tank, cesspool or portable toilet or accumulated in Sanitary Sewers, that is removed and transported from the site where the residual liquid and settled solids originated by means other than discharge into the Sanitary Sewer;

“Trucked Waste Hauler” means a person or contractor that collects Trucked Waste from a generator and transports and discharges it at a Trucked Waste Receiving Facility;

“Trucked Waste Receiving Facility” means a facility for receiving Trucked Waste;

“Unpolluted Water” is water not containing any Contaminant and whose discharge will not cause any violation of receiving water quality standards as established in Federal or Provincial legislation;

“User” means any person who discharges, causes or permits the discharge of Wastewater into the Sanitary Sewer System;

“Waste” or “Wastes” means any substance, whether gaseous, liquid or solid, that is discharged or discarded;

“Waste Discharge Permit” means a permit issued by the District of Chetwynd specifying the terms and conditions for discharge of Wastewater under this bylaw;

“Wastewater” means the composite of water and water-carried Wastes from Premises or any other source;

“Wastewater Treatment System” means all facilities and equipment owned or otherwise under the control of the District of Chetwynd to treat Wastewater such that following treatment the Effluent is suitable for discharge at the District’s outfall.

- 3.2 If a word is not defined in section 3.1 above, the terms, words and phrases used in this bylaw have their common and ordinary meanings to the degree consistent with the technical subjects in this bylaw.
- 3.3 Words in the singular include the plural.
- 3.4 Except as otherwise defined in this bylaw, words and phrases used herein have the same meanings as defined in the *Community Charter, Local Government Act, Interpretation Act*, the *B.C. Building and Plumbing Codes*, and the District’s *Zoning Bylaw*, as the context and circumstances require. A reference to a statute refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any statute, regulation, code or bylaw refers to that enactment as it may be amended or replaced from time to time.

4. CONNECTION TO THE SANITARY SEWER SYSTEM

- 4.1. An Owner of a Parcel to which a Sewer Connection can be made and on which a Premises is situated must connect the building or structure to the Sanitary Sewer System by December 31 of the second calendar year following the installation of the Sanitary Sewer Main on a Highway abutting the Parcel.
- 4.2. Prior to connecting a Premises to the Sanitary Sewer System as provided in section 4.1, an Owner must submit an application to the District in the form prescribed for that purpose and the application must be accompanied by the applicable connection fee.
- 4.3. An Owner is responsible for any contravention of this bylaw arising on the Parcel to which Sanitary Sewer service is provided, whether the contravention is committed by the Owner or by an occupier or by a person renting, leasing or having access to the Parcel.

5. DISCHARGES TO THE SANITARY SEWER SYSTEM

- 5.1. No person shall directly or indirectly discharge or allow or cause to be discharged into the Sanitary Sewer System any Prohibited Waste.
- 5.2. No person shall directly or indirectly discharge or allow or cause to be discharged into the Sanitary Sewer System any Restricted Waste unless that person has first obtained a Waste Discharge Permit.

- 5.3 No person shall directly or indirectly discharge or allow or cause to be discharged into the Sanitary Sewer System a High Volume Discharge unless that person has first obtained a Waste Discharge Permit.

6. DISCHARGES TO A TRUCKED WASTE RECEIVING FACILITY

- 6.1. No person shall discharge Trucked Waste directly or indirectly into the Sanitary Sewer System other than at a Trucked Waste Receiving Facility identified in the Sewage Dumping Agreement.
- 6.2. No person shall discharge hauled Industrial Wastewater at a Trucked Waste Receiving Facility unless that person has first obtained a Waste Discharge Permit from the District of Chetwynd.
- 6.3. All Trucked Waste discharged at a Trucked Waste Receiving Facility must be from sources located within the Peace River Regional District.
- 6.4. Any person who discharges Trucked Waste at a Trucked Waste Receiving Facility must have, in addition to a District of Chetwynd business license, a valid Sewage Dumping Agreement issued by the District of Chetwynd.
- 6.5. A Trucked Waste Hauler who has used tanks, hoses, and fixtures to pump, haul, or store any Prohibited Waste or Restricted Waste must clean the tanks, hoses, and fixtures to ensure they do not contain any residual Contaminants, before using them to collect and transport Trucked Waste to a Trucked Waste Receiving Facility.
- 6.6. No person shall transport and discharge Trucked Waste at a Trucked Waste Receiving Facility that:
- (a) contains any Prohibited Waste;
 - (b) contains any Restricted Waste, with the exception of: BOD, COD, TSS, Oil and Grease – Total, unless that person has first obtained a Waste Discharge Permit;
 - (c) has a visible “oily sheen” resulting from Oil and Grease (Hydrocarbons) concentration on its surface; or
 - (d) has a total Solids Content greater than six (6) percent by volume.
- 6.7. The District of Chetwynd may sample the contents of any vehicle transporting Trucked Waste to a Trucked Waste Receiving Facility prior to the contents being discharged at that facility.
- 6.8. A properly completed Manifest for every load of Trucked Waste discharged to a Trucked Waste Receiving Facility must be provided to the District of Chetwynd and deposited at the Trucked Waste Receiving Facility by the Trucked Waste Hauler prior to discharge of Trucked Waste at the Trucked Waste Receiving Facility and must contain all information included on the sample Manifest as set out in Schedule D. Failure to

provide a properly completed Manifest will result in the refusal to accept the load of Trucked Waste.

- 6.9. The District of Chetwynd may require that a Trucked Waste Hauler who wishes to discharge Trucked Waste into a Trucked Waste Receiving Facility or a generator of Trucked Waste, undertake, at that person's expense, sampling and analysis of the Trucked Waste, and provide the results of the sampling and analysis to the District of Chetwynd before receiving approval to transport and discharge the Trucked Waste.
- 6.10. In addition to the penalties described in this bylaw, the District of Chetwynd may, at its sole discretion, suspend or revoke access by a Trucked Waste Hauler to the Waste Receiving Facility location should a Trucked Waste Hauler be found in violation of any of the provisions of this bylaw.

7. WASTE DISCHARGE PERMITS

- 7.1. The District of Chetwynd may issue a Waste Discharge Permit to allow the discharge of Wastewater, either directly or indirectly, to the Sanitary Sewer System, upon such terms and conditions as the District considers appropriate for the protection of the Sanitary Sewer System, human health and safety, and the environment, and without limiting the generality of the foregoing, may in the Waste Discharge Permit:
 - (a) place limits and restrictions on the quantity, frequency of discharge, and nature of the Wastewater permitted to be discharged;
 - (b) require the holder of the Waste Discharge Permit, at their expense, to repair, alter, remove or add works, or construct new works, including treatment works, to ensure that the discharge will comply with the permit, this bylaw, and any other applicable enactment;
 - (c) require the holder of a Waste Discharge Permit, at their expense, to monitor the Wastewater being discharged under the permit in the manner specified by the District of Chetwynd and to provide information concerning the discharge as requested by the District of Chetwynd including, but not limited to, routine maintenance check dates, treatment work clean out and Waste removal dates, monitoring results and the means of disposal of accumulated Wastes and Waste treatment residuals;
 - (d) require the holder of the Waste Discharge Permit to submit to the District of Chetwynd detailed plans, sealed engineering drawings and operating procedures for all existing and planned facilities installed on the Premises for the purpose of preventing accidental discharge; and
 - (e) require confirmation of compliance by the holder of the Waste Discharge Permit with such other enactments as the District of Chetwynd considers necessary or desirable in the circumstances.
- 7.2. Any person who discharges any of the Wastes set out in sections 5.2 to 5.3 to the Sanitary Sewer System must apply for and obtain a Waste Discharge Permit.

- 7.3. An application for a Waste Discharge Permit by a person referred to in section 7.2 who is discharging Wastewater after the adoption of this bylaw, or who applies for an amendment to an existing Waste Discharge Permit, shall submit the application to the District of Chetwynd not less than sixty (60) days prior to the date on which the Wastewater discharge to the Sanitary Sewer System is proposed to commence, and shall be accompanied by such information, engineering drawings, and specifications as the District of Chetwynd may require.
- 7.4. The holder of a Waste Discharge Permit shall notify the District of Chetwynd in writing not less than sixty (60) days prior to commencing a new operation or expanding or changing an existing operation which may affect, or potentially affect, the composition, total volume, or location of the Wastewater discharge to the Sanitary Sewer System.
- 7.5. The holder of a Waste Discharge Permit shall notify the District of Chetwynd in writing of any closure, or change in ownership, name or address of the industrial operation not less than fourteen (14) days before the date that the change becomes effective.
- 7.6. A Waste Discharge Permit may not be transferred or assigned without the District of Chetwynd's consent in writing.
- 7.7. Waste Discharge Permits may be revised or cancelled by written notice from the District of Chetwynd to the holder of the permit if required to comply with a change in any applicable provincial or federal enactment.

8. INSTALLATION AND MAINTENANCE OF TREATMENT WORKS

- 8.1. An Operator of an Industrial Operation who is discharging any Waste other than Domestic Wastewater into the Sanitary Sewer System must install and maintain in good condition any treatment works or equipment necessary to ensure that any Wastes discharged from the Premises comply with this bylaw.
- 8.2. The District of Chetwynd may, at its sole discretion, request that the Operator of an Industrial Operation who has installed treatment works in accordance with section 8.1 provide records of maintenance of the treatment works.
- 8.3. An Operator of a Food Services Operation that discharges into the Sanitary Sewer System Wastewater containing Oil and Grease must install and maintain in good condition one or more fully functional Grease Interceptors connected to any Fixture that may discharge Wastewater containing Oil and Grease.
- 8.4. An Operator of a Mechanical Repair Operation must not discharge Wastewater into the Sanitary Sewer System if the Wastewater contains, or has the potential to contain, Oil and Grease (Hydrocarbons), or any other Restricted Wastes, unless the Mechanical Repair Operation is equipped with one or more Oil-Water Separators that treats the Wastewater prior to discharge into a Sanitary Sewer System.
- 8.5. An Oil-Water Separator installed by an Operator of a Mechanical Repair Operation in accordance with section 8.4 must:

- (a) have a minimum liquid volume of two (2.0) cubic meters; and
- (b) have a minimum of three (3) chambers designed to retain Oil and Grease and suspended solids from Wastewater; and
- (c) have coalescing plates; and
- (d) be maintained in good working condition.

8.6. An Operator of a vehicle wash operation must not discharge Wastewater generated by vehicle washing into the Sanitary Sewer System unless the vehicle wash operation is equipped with one or more Oil-Water Separators that treats the Wastewater prior to discharge into the Sanitary Sewer System.

8.7. An Oil-Water Separator installed by an Operator of a vehicle wash operation in accordance with section 8.6 must:

- (a) have a minimum liquid volume of two (2.0) cubic meters per manual wash bay and a minimum liquid volume of ten (10.0) cubic meters per mechanical wash bay; and
- (b) have a minimum of three (3) chambers designed to retain Oil and Grease and suspended solids from vehicle wash water; and
- (c) have coalescing plates; and
- (d) be maintained in good working condition such that:
 - (i) the accumulation of floating Oil and Grease in any chamber of any Oil-Water Separator does not exceed the lesser of 2.5 cm (one inch) and 5% of the wetted height of the Oil-Water Separator; and
 - (ii) the accumulation of settled solids in the final chamber of any Oil-Water Separator does not exceed 25% of the wetted height of the Oil-Water Separator.

9. MONITORING, SAMPLING, AND ANALYSIS

9.1. An Operator of an Industrial Operation who is discharging, either directly or indirectly, any Wastewater other than Domestic Wastewater into the Sanitary Sewer System must install and maintain in good working order, at their expense, one or more monitoring points to allow observation, sampling, and flow measurement of all Industrial Wastewater discharged from the Premises.

9.2. Each monitoring point required under section 9.1 must be designed, installed, and/or constructed in accordance with good engineering practice and be located on the Premises of the Operator such that Waste can be monitored immediately downstream of any treatment works and upstream of any addition of Domestic Wastewater, as approved by the District.

- 9.3. A monitoring point required under section 9.1 shall, for the purpose of enforcing this bylaw, be deemed to be the point at which a discharge into the Sanitary Sewer System is made.
- 9.4. The District may require that a person who is discharging, either directly or indirectly, Industrial Wastewater into the Sanitary Sewer System undertake, at that person's expense, flow measurement, sampling, and analysis of the Wastewater discharged and provide the results to the District in the form and in the time specified by the District.
- 9.5. All sampling and analysis required by the District must be carried out in accordance with the methods and procedures specified in Standard Methods.

10. PENALTIES

- 10.1. Any person who contravenes this bylaw commits an offence.
- 10.2. Any person who commits an offence under this bylaw is liable to the following penalties:
 - (a) a minimum fine of \$500.00;
 - (b) a maximum fine of \$10,000;
 - (c) in the case of a continuing offense, for each day that the offense continues, either or both of:
 - (i) a minimum fine under section 10.2(a), and
 - (ii) a maximum fine under 10.2(b); and
 - (d) in a prosecution of an offense against a municipal bylaw, the justice or court may impose all or part of the penalties applicable in relation to the offense, together with the costs of prosecution.

11. FEES AND CHARGES

- 11.1. All costs, rates, charges, and User fees payable under this bylaw are specified in the District's current *Fees and Charges Bylaw*.
- 11.2. Where a Wastewater discharge is allowed under the requirements of a Waste Discharge Permit and it exceeds the limits for Biochemical Oxygen Demand (BOD) and/or Total Suspended Solids (TSS) as set out in Schedule B of this bylaw, it shall be subject to a high strength surcharge fee as specified in the District's current Fees and Charges Bylaw.

12. SCHEDULES

12.1. The following list of schedules are attached to this Bylaw and are incorporated in and form part of this Bylaw:

Schedule A – Prohibited Waste

Schedule B – Restricted Waste

Schedule C – Sewage Dumping Agreement

Schedule D – Trucked Waste Manifest

13. Bylaw No. 920, 2010, cited as the “District of Chetwynd Sanitary Sewer Use Bylaw No. 920, 2010” and amendments thereto as it applies to the District of Chetwynd is hereby repealed.

READ A FIRST TIME this 4th day of August, 2020.

READ A SECOND TIME this 4th day of August, 2020.

READ A THIRD TIME this 17th day of August, 2020.

RECONSIDERED AND ADOPTED this 1st day of September, 2020.



Mayor



Corporate Officer

SCHEDULE A

PROHIBITED WASTE

The following are designated as Prohibited Wastes:

1. Any material which causes or will cause an Adverse Effect.
2. Any Hazardous Waste.
3. Any Stormwater or Unpolluted Water.
4. Any flammable or explosive material.
5. Any Pesticides, insecticides, herbicides, or fungicides save and except chemicals contained in Stormwater emanating from trees or vegetation treated in accordance with the *Pesticide Control Act*, SC 2002 c. 28, as amended from time to time.
6. Any material capable of obstructing Wastewater flow or interfering with the operation of any part of the Sanitary Sewer System or the Wastewater Treatment System. These materials include, but are not limited to, ashes, cinders, sand, mud, straw, grass clippings, insoluble shavings, metal, glass, rags, feathers, tar, asphalt, creosote, plastics, wood, animal paunch contents, offal, blood, bones, meat trimmings and Waste, fish or fowl head, shrimp, crab or clam shells, fish scales, entrails, lard, mushrooms, tallow, baking dough, chemical residues, cannery or wine Waste, bulk solids, hair and fleshings, spent grain and hops, whole or ground food or beverage containers, Garbage, paint residues, cat box litter, slurries of concrete, cement, lime or mortar.
7. Any material, other than Domestic Wastewater, which by itself or in combination with another substance is capable of creating odours related to but not limited to hydrogen sulfide, carbon disulfide, other reduced sulfur compounds, amines or ammonia outside or in and around the Wastewater collection system.
8. Any noxious or malodorous material which by itself or in combination with another material is capable of creating a public nuisance or hazard to life or may prevent entry into a sewer or pump station for its maintenance or repair.
9. Any material with corrosive properties which by itself or in combination with another material may cause damage to any part of the sewage collection or Wastewater Treatment System.
10. Any infectious material which by itself or in combination with another material may create a Contaminant in any part of the sewage collection or Wastewater Treatment System.
11. Grit removed from commercial or industrial Premises including but not limited to grit removed from vehicle washing establishments, automobile garages, restaurant sumps or interceptors.
12. Any material containing pharmaceutical or narcotic drugs.

SCHEDULE B**RESTRICTED WASTE**

Restricted Waste means any of the following:

1. Any Waste which, at the point of discharge into a Sanitary Sewer, contains any Contaminant at a concentration in excess of the limits set out in tables A, B, and C below. All concentrations are expressed as total concentrations which includes all forms of the Contaminant, whether dissolved or undissolved. The concentration limits apply to both grab and Composite Samples. Definitions and methods of analysis for these Contaminants are outlined in Standard Methods

Table A

CONVENTIONAL CONTAMINANTS		
Substance	Expressed As	Concentration Limit (mg/L)
Biochemical Oxygen Demand	BOD	350
Carbonaceous Biochemical Oxygen Demand	CBOD	350
Chemical Oxygen Demand	COD	750
Total Oil and Grease	O&G – Total	150
Oil and Grease (Hydrocarbons)	O&G – Hydrocarbons	15
Total Suspended Solids	TSS	350

Table B

ORGANIC CONTAMINANTS	
Substance	Concentration Limit (mg/L)
Benzene	0.1
Chlorophenols	0.05
Dichlorobenzene (1,2-)	0.05
Dichlorobenzene (1,4-)	0.08
Dichloromethane (Methylene Chloride)	0.09
Ethyl Benzene	0.2
Phenols	1.0
Polychlorinated Biphenyls (PCBs)	0.004
Polycyclic Aromatic Hydrocarbons (PAHs)	0.05
Tetrachloroethylene	0.06
Toluene	0.2
Trichloroethylene	0.06
Xylenes	0.2

Table C

INORGANIC CONTAMINANTS		
Substance	Expressed as	Concentration Limit (mg/L)
Metals		
Aluminum	Al	50.0
Antimony	Sb	5.0
Arsenic	As	1.0
Boron	B	50.0
Cadmium	Cd	0.2
Chromium	Cr	3.0
Cobalt	Co	5.0.
Copper	Cu	2.0
Iron	Fe	10.0
Lead	Pb	1.0
Manganese	Mn	5.0
Mercury	Hg	0.05
Molybdenum	Mo	1.0
Nickel	Ni	2.0
Selenium	Se	1.0
Silver	Ag	1.0
Tin	Sn	5.0
Zinc	Zn	3.0
Other Inorganics		
Chlorides	Cl	1500
Cyanide	CN	1.0
Nitrogen, Total Kjeldahl	TKN	100
Phosphorous	P	10.0
Sulphide	S	1.0
Sulphate	SO ₄	1500

2. Any material which may solidify or become viscous at temperatures above 0°C.
3. Any Wastewater having a temperature greater than 65° C.
4. Any Wastewater having a pH lower than 5.5 or higher than 9.5.
5. Any Wastewater including that from the processing, cooking, and handling of food that, at the point of discharge into the Sanitary Sewer , contains particles larger than 10 millimeters in any dimension.
6. Any Wastewater containing dyes or colouring material which passes through the Sanitary Sewer or Wastewater Treatment System and discolours any part of the Sanitary Sewer or

Wastewater Treatment System or the treated Effluent from the Wastewater Treatment System.

7. Any Wastewater which contains additional water added solely for the purpose of diluting Waste which would otherwise exceed the applicable maximum concentrations.
8. Any Stormwater unless under the terms and conditions of a Waste Discharge Permit.
9. Any Wastewater containing Pesticides that, at the point of discharge to the Sanitary Sewer , exceed the limitations set out in the *Integrated Pest Management Act*, SBC 2003 c.58, as amended from time to time, and any reg.

SCHEDULE C

SEWAGE DUMPING AGREEMENT

BETWEEN:

DISTRICT OF CHETWYND

A municipal authority incorporated under
the laws of the Province of British Columbia.

(hereinafter referred to as the “**District**”)

AND:

(hereinafter referred to as the “**Trucked Waste Hauler**”)

1. The District of Chetwynd and the Trucked Waste Hauler agree as follows:
 - (a) Dumping to take place at designated area at Nicholson Road Sewer Dump.
 - (b) Dumping areas are to be kept clean and tidy at all times.
 - (c) Dumping of Domestic Wastewater only will be permitted.
 - (d) Anyone desirous of dumping Industrial Wastewater must first apply for and obtain a Waste Discharge Permit.
 - (e) Anyone found abusing the privilege of using these sites will be denied access without notice.
 - (f) Tanks used for the hauling of Wastewater shall be used for Domestic Wastewater only and shall not contain any material or residue that may be considered harmful to the integrity of the Wastewater system.
 - (g) A Grab Sample of the Trucked Waste may be taken by the District from the Trucked Waste Hauler to verify compliance with this bylaw.
 - (h) If the Trucked Waste Hauler is found to be in contravention of this bylaw, the Trucked Waste Hauler shall be responsible for all costs related to the clean-up, site repairs, and shall pay the applicable fine(s) in accordance with section 10 of the District’s *Sanitary Sewer Use Bylaw*.
 - (i) If a Trucked Waste Hauler refuses to allow the District to take a Grab Sample, the Trucked Waste Hauler’s access to the Trucked Waste receiving Facility will be denied.
 - (j) Trucked Waste shall be deposited by gravity only.
 - (k) The Trucked Waste Hauler shall fully comply with the District’s *Sanitary Sewer Use Bylaw* and this Agreement may be terminated at any time by the District if the Trucked Waste Hauler contravenes any provision of the bylaw.

2. This Agreement will commence on _____ (month/day/year) and will expire on _____ (month/day/year), unless terminated earlier in accordance with section 1(k) of this Agreement.
3. The representative of the parties for this Agreement as designated by The District of Chetwynd are:

For the District of Chetwynd: Director of Engineering & Public Works (or designate)

For the Trucked Waste Hauler: _____
4. This Agreement incorporates the terms and conditions set out in Schedule A attached.
5. The parties have signed this Agreement on this _____ day of _____, 20__.

Signed in the presence of:

District of Chetwynd

Witness Signature

Signature

Signed in the presence of:

Trucked Waste Hauler

Witness Signature

Signature

TERMS AND CONDITIONS OF AGREEMENT

1. The services of the Trucked Waste Hauler shall be performed to the specifications and satisfaction of the District of Chetwynd.
2. This Agreement shall not come into effect until signed by both parties.
3. Failure to fulfill the conditions of this Agreement shall entitle The District of Chetwynd to terminate this Agreement without notice.
4. The Trucked Waste Hauler is an independent contractor and shall not for any purpose be a servant, employee or agent of The District of Chetwynd.
5. The District of Chetwynd may in his/her sole discretion delegate any duties, powers and functions relating to the provisions of this Agreement to any employee or agent of the District of Chetwynd.
6. This Agreement shall not be assigned without first obtaining the written consent of the District of Chetwynd.
7. The Trucked Waste Hauler shall comply with:
 - (a) Any enactment of the government of British Columbia or the government of Canada now in force or enacted from time to time that applies to the Trucked Waste Hauler in respect of this Agreement; and,
 - (b) The District of Chetwynd *Sanitary Sewer Use Bylaw*.
8. The Trucked Waste Hauler acknowledges its responsibility either as a principal contractor, an employer or worker as defined in the Occupational Health and Safety Act, and that it will, as a condition of this Agreement, comply with the *Occupational Health and Safety Act* and the regulations thereto.
9. It is agreed that this written document contains the entire Agreement of the parties in regard to the matters dealt with and that no understandings or Agreements, verbal or otherwise, exist between the parties except as expressly set out.
10. The Trucked Waste Hauler shall obtain and maintain or cause to be obtained and maintained in force during the term of this Agreement, with an insurance company licensed to carry on business in the province of British Columbia, and acceptable to and approved in writing by the District, the following insurance with limits not less than those shown in respective items following:
 - a) comprehensive public liability insurance and property damage insurance providing coverage not less than FIVE MILLION (\$5,000,000.00) DOLLARS inclusive against liability for bodily injury or death and/or damage to property on an all risk occurrence basis;

- b) motor vehicle insurance for public liability and property damage providing coverage up to FIVE MILLION (\$5,000,000.00) DOLLARS inclusive on owned, non-owned or hired vehicles; and
 - c) Such other insurance as a prudent operator would maintain for functions similar to those of the Trucked Waste Hauler in British Columbia.
11. The Trucked Waste Hauler shall save harmless, release and indemnify the District from any from and against any and all claims, actions, causes of action, demands, or suits of any kind arising directly or indirectly from any operations of the Trucked Waste Hauler or in connection with this Agreement, other than those caused by an act or omission of the District.
12. The validity and interpretation of this Agreement of each clause or part is to be governed by the laws of the Province of British Columbia.
13. The District of Chetwynd reserves the right to cancel this Agreement at any time due to operational requirements.

SCHEDULE D

TRUCKED WASTE MANIFEST

PLEASE PRINT ALL INFORMATION

PART A – GENERATOR

Name: _____ Telephone No: () _____

Mailing Address: _____
Box/Street City Prov. Postal Code

Site Waste Picked Up From: _____

Waste Description: _____

PART B – TRUCKED WASTE HAULER

Name: _____ Telephone No: () _____

Mailing Address: _____
Box/Street City Prov Postal Code

Drivers Name: _____ Drivers Telephone No. () _____

License Plate No. of Truck Hauling: _____

Drivers Signature: _____ Date: _____
(Month/Day/Year)

INSTRUCTIONS AND INFORMATION

The liability for the Wastes disposed of at the District of Chetwynd's facility shall always remain with the TRUCKED WASTE HAULER.

Comments: _____

