



The Corporation of the City of Cornwall

Regular Meeting of Council

By-law 2020-080

Department: Infrastructure and Municipal Works
Division: Environment
By-law Number: 2020-080
Report Number: 2020-308-Infrastructure and Municipal Works
Meeting Date: June 8, 2020
Subject: By-law with respect to the regulation of the discharge of wastes and sewage into the public sewers, under Sections 87 and 92.1 and 92.2 of the Municipal Act, 2001, S.O. 2001, C.25 and to repeal By-law 103-2003

Whereas it is deemed expedient for the proper safe and efficient use and operation of the public sewers and the disposal of sewage to make regulations concerning the discharge of sewage into the said sewers; and

Whereas the Corporation of the City of Cornwall has received a Certificate of Approval from the Ministry of the Environment to operate the sewage treatment facilities; and

Whereas this Certificate of Approval outlines the parameters of which the quality of effluent must be met before it is being discharged into the receiving stream.

Whereas to ensure that the City of Cornwall can achieve the parameters for the quality of effluent, as outlined in the Certificate of Approval, the Municipality should have a by-law which regulates the discharge of sewage into the public sewer system in order to ensure that this septage can be properly treated at the City of Cornwall's Waste Water Treatment Facility, so that the effluent will meet the parameters as outlined in the Certificate of Approval for the Waste Water Treatment Facility.

Now therefore be it resolved that The Council of the Corporation of the City of Cornwall enact the following by-law:

Section 1 - Definitions

In this Bylaw:

1. **“acute hazardous waste chemicals”** means acute hazardous waste chemicals within the meaning of O.Reg. 347, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 c.E. 19 (EPA);
2. **“biochemical oxygen demand (BOD)”** means the 5-day BOD which is the determination of the molecular oxygen utilized during a 5-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced form of nitrogen (nitrogenous demand);
3. **“biosolids”** means organic solid material recovered from the wastewater treatment process;
4. **“blowdown water”** means recirculating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system;
5. **“City”** means the City of Cornwall
6. **“combined sewer”** means a sewer intended to function simultaneously as a storm sewer and a sanitary sewer;
7. **“combustible liquids”** means any liquid that does not meet the definition of any other hazard class specified in this by-law and has a flash point above 60.5° C (141° F) and below 93° C (200° F);
8. **“Corporation”** means a body formed and authorized by law to act as a single person although constituted by one or more persons and legally endowed with various rights and duties including the capacity of succession;
9. **“composite sample”** means a volume of sewage, storm water, uncontaminated water, or effluent made up of three or more grab samples that have been combined automatically or manually and taken at intervals during the sampling periods;

10. **“connection” or “drain”** means that part of those parts of any pipe or system of pipes leading directly to a sewage works;
11. **“cooling water”** means water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product, or finished product, but does not include blowdown water;
12. **“Division Manager”** means Division Manager of Environmental Services of the City of Cornwall and his/her successor or his/her duly authorized representative;
13. **“fuels”** means alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel;
14. **“grab sample”** means a volume of sewage, storm water, uncontaminated water, or effluent of at least 100 millilitres which is collected over a period not exceeding fifteen minutes;
15. **“groundwater”** means water beneath the earth’s surface;
16. **“hailed sewage”** means waste removed from a sewage system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, or a sewage holding tank;
17. **“hailed waste”** means any industrial waste, which is transported to and deposited into any location in the sewage works including, hailed sewage;
18. **“hazardous industrial waste”** means hazardous industrial waste within the meaning of O.Reg. 347, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 c.E. 19 (EPA);
19. **“hazardous waste chemicals”** means hazardous waste chemicals within the meaning of O.Reg. 347, as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 c.E. 19 (EPA);
20. **“ignitable waste”** means a substance that,
 1. is a liquid, other than an aqueous solution containing less than 24 per cent alcohol by volume and has a flash point less than 61 degrees Celsius, as determined by the Tag Closed Cup Tester (ASTM D-56-97a), the Setaflash Closed Cup Tester (ASTM D-3828-97 or ASTM

D-3278-96e1), the Pensky-Martens Closed Cup Tester (ASTM D-93-97), or as determined by an equivalent test method,

2. is a solid and is capable, under standard temperature and pressure, of causing fire through friction, absorption of moisture or spontaneous chemical changes and, when ignited, burns so vigorously and persistently that it creates a danger;
 3. is an ignitable compressed gas (Class 2, Division D) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992, S.C. 1992, as amended, or,
 4. is an oxidizing substance (Class 5, Divisions 1 and 2) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992, S.C. 1992, as amended;
21. **“industrial”** means of or pertaining to manufacturing, commerce, trade, business, or institutions as distinguished from domestic or residential;
 22. **“industry”** means any owner or operator of industrial or commercial premises from which there is a discharge of any matter directly or indirectly into a City sanitary sewer, combined sewer or storm sewer;
 23. **“maintenance access hole”** means an access point in a private sewer connection to allow for observation, sampling and flow measurement of the sewage, uncontaminated water or storm water therein;
 24. **“matter”** includes any solid, liquid or gas;
 25. **“municipal sewer connection”** means that part of any drain leading from the private sewer connection and connected to the municipal sewer and located within the limits of the public road allowance, or other public lands or public land interests held for sewerage purposes;
 26. **“pathological waste”** means pathological waste within the meaning of O.Reg. 347 as amended from time to time, made under the Environmental Protection Act, R.S.O. 1990 c.E.19 (EPA);

27. **“PCBs”** means any monochlorinated or polychlorinated biphenyl or any mixture of them or mixture that contain one or more of them;
28. **“person”** means an individual, association, partnership, corporation, Municipality or an agent or employee of such a person;
29. **“pesticides”** means a pesticide regulated under the Pesticides Act, R.S.O. 1990, c.P. (PA);
30. **“private sewer connection”** means that part of any drain or system of drains, including drains or subsurface drainage pipe for surface or subsurface drainage of the land in or adjacent to a building, lying within the limits of the private lands and leading to a municipal sewer connection;
31. **“reactive waste”** means a substance that,
 1. is normally unstable and readily undergoes violent changes without detonating;
 2. reacts violently with water;
 3. forms potentially explosive mixtures with water;
 4. when mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment;
 5. is a cyanide or sulfide bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapors or fumes in a quantity sufficient to present danger to human health or the environment;
 6. is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement;
 7. is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure; or
 8. is an explosive (Class 1) as defined in the regulations under the Transportation of Dangerous Goods Act, 1992, S.C. 1992, as amended;
32. **“sanitary sewer”** means a sewer for the collection and transmission of domestic or industrial sewage or any combination thereof;
33. **“severely toxic waste”** means waste containing any contaminant listed in Schedule 3 of O.Reg. 347, as amended from time to time,

made under the Environmental Protection Act, R.S.O. 1990 c.E. 19 (EPA);

34. **“sewage”** means any liquid waste containing animal, vegetable, mineral or chemical matter in solution or in suspension but does not include storm water or uncontaminated water;
35. **“sewage works”** means any works for the collection, transmission, treatment and disposal of sewage, storm water or uncontaminated water, including a combined sewer, sanitary sewer or storm sewer, or any part of such works, but does not include plumbing or other works to which the Building Code Act, 1992 applies;
36. **“sewer”** means a pipe, conduit, drain, open channel, or ditch for the collection and transmission of sewage, storm water and/or uncontaminated water, or any combination thereof;
37. **“spill”** means a direct or indirect discharge into the sewage works, storm sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge;
38. **“Standard Methods”** means a procedure or method set out in Standard Methods for the Examination of Water and Wastewater published jointly by the American Health Association, American Water Works Association and the Water Environment Federation, latest edition;
39. **“storm sewer”** means a sewer for the collection and transmission of uncontaminated water, storm water, drainage from land or from a watercourse or any combination thereof;
40. **“storm water”** means water from rainfall, other natural precipitation, drainage or from the melting of snow or ice;
41. **“subject pollutant”** means the element, material or compound listed in Appendix 2 to this By-law, or designated by the City in accordance with subsection 5(15) of this By-law;
42. **“subject sector”** means any class of business or activity designated in Appendix 1 to the Bylaw or designated by the City in accordance with subsection 5(14) of this By-law;
43. **“Subject industry sector”** means any industry which carries out an activity listed in Appendix 1 to this By-law at its premises or at any of

its premises, even if the activity is not a primary activity of the industry at any premises;

44. **“subsurface drainage pipe”** means a pipe that is installed underground to intercept and convey subsurface water, and includes foundation drain pipes;
45. **“total PAHs”** means the total of all the polycyclic aromatic hydrocarbons listed under Canada Ontario Agreement Tier I and II Substances Lists, i.e. anthracene, benzo(a)pyrene, benzo(a)anthracene, benzo(e)pyrene, benzo(b)fluoranthene, benzo(j)fluoranthene, benzo(k)fluoranthene, benzo(g,h,i)perylene, chrysene, dibenzo(a,h)anthracene, dibenzo(a,i)pyrene, dibenzo(a,j)acridine, 7H-dibenzo(c,g)carbazole, dinitropyrene, fluoranthene, indeno(1,2,3-c,d)pyrene, perylene, phenanthrene, and pyrene;
46. **“uncontaminated water”** means water with a level of quality which is typical of potable water normally supplied by the City or whose quality meets or exceeds the values in Table 2 - Limits for Storm Sewer Discharge of this By-law;
47. **“waste disposal site leachate”** means the liquid containing dissolved or suspended contaminants which emanates from waste at the waste disposal site and is produced by water percolating through waste or by liquid in waste;
48. **“waste radioactive prescribed substances”** means uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds and such other substances as the Atomic Energy Control Board should be by regulation, designate as being capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy; and
49. **“watercourse”** means an open channel, ditch or depression either natural or artificial, in which flow of water occurs either continuously or intermittently.

Section 2 - Sanitary and Combined Sewer Requirements

- 2.1 No discharger shall cause or permit the deposit or discharge of sewage into a sanitary or combined sewer in any of the circumstances set out in 2.1.1. to 2.1.4.

2.1.1. Sewage which causes or may cause or results or may result in any one or more of the following conditions:

1. a health or safety hazard to a sewage works person authorized to operate, maintain, repair or otherwise work on a sewage works;
2. An offence under the Ontario Water Resources Act (OWRA) or the Environmental Protection Act (EPA), as amended from time to time, or any regulation made there under from time to time;
3. biosolids from a sewage works to fail, either directly or indirectly as a result of the sewage discharge, to meet the objectives and criteria as set out in the Ministry of the Environment publication entitled "Guidelines for the Utilization of Biosolids and Other Waste on Agricultural Land" dated March 1996, as amended from time to time;
4. an obstruction or restriction to the flow of the sanitary sewer or combined sewer;
5. an offensive odour to emanate from the sanitary sewer, combined sewer or sewage works;
6. damage to the sanitary or combined sewer works infrastructure;
7. Interference with the operation and maintenance at a sewage works;

2.1.2. Sewage with any one or more of the following characteristics:

1. a pH less than 6.0 or greater than 10.0;
2. consisting of two or more separate liquid layers;
3. having a temperature greater than 60 degrees Celsius.

2.1.3. Sewage containing one or more of the following:

1. biomedical waste, except where the sewage meets the conditions for discharge as listed in the Ontario Ministry of the Environment Guideline C-4 entitled "The Management of Biomedical Waste in Ontario" dated April 1994, as amended from time to time;
2. combustible liquid;
3. fuel;
4. hauled sewage, except where:
 - a) the carrier of the hauled sewage is a waste management system operating under a certificate of approval or provisional certificate of approval issued under the EPA or

is exempt from the requirement to have a certificate or provisional certificate of approval;

- b) a copy of the most recent certificate or provisional certificate and any amendment is provided to the Municipality; and
 - c) the carrier meets all conditions for discharge that are or may be required from time to time by the Municipality;
5. Hauled waste, except where:
- a) the carrier of the hauled waste is a waste management system operating under a certificate of approval or provisional certificate of approval issued under the EPA or is exempt from the requirement to have a certificate or provisional certificate of approval;
 - b) a copy of the most recent certificate or provisional certificate and any amendment is provided to the Municipality;
 - c) hauled waste meets the conditions set out in clauses 23(3)(c) and 25(5)(b) of O.Reg 347, R.R.O. 1990, as amended from time to time; and
 - d) the carrier meets all conditions for discharge that are or may be required from time to time by the Municipality;
6. ignitable waste;
7. hazardous industrial waste;
8. hazardous waste chemicals;
9. pathological waste;
10. PCB waste, except where:
- a) the discharger has a certificate of approval for a mobile site or PCB mobile waste disposal system issued under the EPA or where the discharger is claiming an exemption, the discharger has demonstrated to the Municipality that the conditions of the exemption are met;
 - b) a copy of the most recent certificate or provisional certificate and any amendment is provided to the Municipality;
 - c) the discharger has written approval from the Municipality for the discharge of the PCB waste to the sewage works; and

- d) all requirements of O.Reg. 352 are met;
- 11. pesticides;
- 12. reactive waste;
- 13. waste radioactive prescribed substances, except where:
 - a) the waste radioactive prescribed substances are being discharged under a valid and current licence issued by the Atomic Energy Control Board or its successor;
and
 - b) a copy of the licence has been provided to the Municipality;
or
- 14. waste disposal site leachate, except where:
 - a) the discharger has written approval from the Municipality which authorizes the discharge or deposit of the waste disposal site leachate to the sewage works; and
 - b) where a certificate of approval or order has been issued which includes a provision for the disposal of waste disposal site leachate, a copy of the certificate of approval or order is provided to the Municipality or where the discharger is claiming an exemption, the discharger has demonstrated to the Municipality that the conditions of the exemption are being met;

2.1.4. Sewage containing a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Table 1 of this by-law entitled "Limits for Sanitary and Combined Sewers".

2.2 Discharge of cooling water, storm water and uncontaminated water is prohibited to a sanitary sewer except where:

- 1. discharges which have been permitted by the Municipality or its predecessor prior to the enactment of this bylaw or discharges which have been regularly made since the enactment date of this bylaw are identified to the Municipality by the discharger by July 1, 2004 and the Municipality has provided exemption in writing to the discharger; or
- 2. The discharger has entered into an agreement with the Municipality regarding the discharge prior to any discharge and the discharger is complying with the agreement.

2.3 Discharge of water which originates from a source separate from the potable water supplied by the Municipality is prohibited to a combined sewer or sanitary sewer except where the following is met:

1. the amount of water, location of the water source, and address of discharger where the water is being used is provided to the Municipality;
2. in the case where the amount of water taken is greater than 50,000 litres per day and a copy of the Permit to Take Water issued under the OWRA is required, a copy of the Permit to Take Water is provided to the Municipality;
3. in the case where the discharger is claiming exemption from the requirement to have a certificate of approval, the discharger has demonstrated to the Municipality that the conditions are met; and
4. the discharger has entered into an agreement with the Municipality regarding the discharge prior to any discharge and the discharger is complying with the agreement.

Table 1 - Limits for Sanitary and Combined Sewers

ATG*	Parameter	Limit (mg/L)
1a	Biochemical Oxygen Demand	300
2	Cyanide, Total	2
4a	Kjeldahl Nitrogen, Total	100
6	Phosphorus, Total	10
8	Suspended Solids, Total	350
9	Cadmium, Total	0.7
	Chromium, Total	5
	Cobalt, Total	5
	Copper, Total	3
	Lead, Total	2
	Molybdenum, Total	5
	Nickel, Total	3
	Silver, Total	5
	Zinc, Total	3
10	Antimony, Total	5
	Arsenic, Total	1
	Selenium, Total	5
12	Mercury, Total	0.05
14	Phenolics (4AAP)	1.0
16	Chloroform	0.04
	1,4 - Dichlorobenzene	0.47
	Methylene chloride	0.21

	1,1,2,2 - Tetrachloroethane	0.04
	Tetrachloroethylene	0.05
	Trichloroethylene	0.07
17	Benzene	0.01
	Ethylbenzene	0.16
	Toluene	0.27
	o-Xylene	0.52
25	Solvent Extractables - mineral or synthetic in origin	15
	Solvent Extractables - animal or vegetable in origin	150
30	Fluoride	10

* ATG - Analytical Test Group as used and presented in the Protocol referenced in Part 8.

Section 3 - Prohibition of Dilution

3.1 The addition of water or any other material from any source which is added to sewage for the purposes of dilution to achieve compliance with Table 1 and/or Table 2 is prohibited.

Section 4 - Storm Sewer Requirements

4.1 Discharge to a storm sewer is prohibited unless all of the following are met:

- a) the discharge is cooling water or storm water or uncontaminated water;
- b) the discharge does not interfere with the proper operation of a storm sewer;
- c) the discharge does not obstruct or restrict a storm sewer or the flow therein;
- d) the discharge does not result in any hazard or other adverse impact, to any person, animal, property, or vegetation;
- e) the discharge does not impair the quality of the water in any well, lake, river, pond, spring, stream, reservoir or other water or watercourse;
- f) the discharge does not contravene or result in the contravention of a certificate or provisional certificate issued under the Ontario Water Resources Act (OWRA) or the Environmental Protection Act (EPA);
- g) the discharge (other than storm water) does not have one or more of the following characteristics:

- (i) two or more separate layers;
 - (ii) a pH less than 6.5 or greater than 8.5;
 - (iii) a temperature greater than 40 degrees Celsius;
- h) The discharge does not contain one or more of the following:
 - (i) biomedical waste as defined in the Ontario Ministry of the Environment Guideline C-4 entitled "The Management of Biomedical Waste in Ontario" dated April 1994, as amended from time to time;
 - (ii) combustible liquids;
 - (iii) fuels;
 - (iv) hauled sewage;
 - (v) hauled waste;
 - (vi) ignitable waste;
 - (vii) PCB waste;
 - (viii) pesticides;
 - (ix) reactive waste;
 - (x) waste radioactive prescribed substances;
 - (xi) waste disposal site leachate; and
- i) the discharge does not contain contaminants from raw materials, intermediate or final products or wastewater from an industrial operation;
- j) contain E. Coli colonies in excess of 200 per 100 mL;
- k) contain a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Table 2 of this Bylaw entitled "Limits for Storm Sewer Discharge";
- l) a discharger may be required, upon receipt of notice from the Municipality, to complete one or more of the following activities in a reasonable amount of time, as stated in the notice addressing storm water from the discharger's site:
 - (i) a study on stormwater quality and/or quantity;
 - (ii) modification and/or construction of stormwater facilities;
 - (iii) development and implementation of a best management plan;
 - (iv) adoption and implementation of pollution prevention techniques and measures;
 - (v) development and adoption of an environmental management system; or
 - (vi) any other requirement as specified by the Municipality.

Table 2 - Limits for Storm Sewer Discharge

Parameter	Limited (mg/L)	Parameter	Limit (mg/L)
Biochemical Oxygen Demand	15	Trans, 1,3-dichloropropyene	0.0056
Cyanide (total)	0.02	Ethyl benzene	0.002
Phenolics (4AAP)	0.008	Methylene chloride	0.0052
Phosphorus (total)	0.4	1,1,2,2-tetrachloroethane	0.017
Suspended Solids (total)	15	Tetrachloroethylene	0.0044
Arsenic (total)	0.02	Toluene	0.002
Cadmium (total)	0.008	Trichloroethylene	0.0076
Chromium (total)	0.08	Xylene (total)	0.0044
Chromium (hexavalent)	0.04	Di-n-butyl phthalate	0.015
Copper (total)	0.04	Bia (2-ethylhexyl) phthalate	0.0088
Lead (total)	0.12	Nonylpyhenols	0.001
Manganese (total)	0.05	Nonylphenol ethoxylates	0.01
Mercury (total)	0.0004	Aldrin/dieldrin	0.00008
Nickel (total)	0.08	Chlordane	0.04
Selenium (total)	0.02	DDT	0.00004

Silver (total)	0.12	Hexachlorobenzene	0.00004
Zinc (total)	0.04	Mirex	0.04
Benzene	0.002	c,c'-dichlorobenzidine	0.0008
1,2-dichlorobenzene	0.0056	Hexachlorocyclohexane	0.04
1,2-dichlorobenzene	0.0068	Pentachlorophenol	0.002
Cis-1,2-dichloroethylene	0.0056	Total PAHs	0.002

Section 5 - Reporting Requirements

- 5.1 Prior to any discharge of sewage, storm water, cooling water, uncontaminated water or any combination thereof, to a sewage works, an industrial discharger is required to complete and return to the Municipality the following reports:
- a) Perform an analysis by a certified laboratory on a sample of the effluent for all parameters listed in Table 1 if the discharge is to be directed to the sanitary and/or combined sewer; or
 - b) Perform an analysis by a certified laboratory on a sample of the effluent for all parameters listed in Table 1 if the discharge is to be directed to the storm sewer.
- 5.2 If a discharger was discharging to the sewage works prior to the enactment of this bylaw, the discharger shall comply with the requirements of 5.2 and 6.1 on or before November 1, 2020.
- 5.3 The requirements in 5.2 do not apply to the discharger, if in the sole opinion of the Municipality, adequate information has been provided to and accepted by the Municipality, prior to the date of enactment of this bylaw.
- 5.4 The discharger shall provide written notification to the Municipality of any change to the information required under 5.1, 5.2 or 5.3 within thirty (30) days of the change.

Section 6 - Discharger Self-Monitoring

- 6.1 The discharger shall complete any monitoring or sampling of any discharge to a sewage works, as required by the Municipality, and provide the results to the Municipality in accordance with written notification from the Municipality.
- 6.2 The obligations set out in or arising out of 6.1 shall be completed at the expense of the discharger unless the Municipality has agreed in writing to share the expense with the discharger.

Section 7 - Extra Strength Surcharge Temporary Agreement

- 7.1 The Municipality may authorize an extra strength surcharge temporary agreement (Schedule A) (for a mutually agreed upon time) with a discharger to permit exceedances for any one or more of the following parameters set out in Table 1, referred to in 2.1.4, for the following, where sewage is discharged to a sanitary sewer or combined sewer:
- (i) Biochemical Oxygen Demand;
 - (ii) Phenolics (4AP);
 - (iii) Solvent Extractables - animal or vegetable in origin;
 - (iv) Kjeldahl Nitrogen, Total;
 - (v) Phosphorus, Total; or
 - (vi) Suspended Solids, Total
- 7.2 The agreement may contain terms and conditions including terms and conditions related to the calculation and payment for the discharge to the sanitary sewer or combined sewer.
- 7.3 During the term of agreement, the discharger is exempt from meeting the limits set out in the Table referred to in 2.1.4 for the parameter(s) included in the agreement, if all conditions stipulated by the Municipality in the agreement are met.
- 7.4 The Municipality may terminate the agreement at any time and the termination will be effective within thirty (30) days of the delivery of a written notice to the discharger's site or head office.
- 7.5 The applicable agreement is outlined in Schedule A of this by-law.

Section 8 - Compliance Agreement

- 8.1 The Municipality may authorize a compliance agreement (Schedule B and C) with a discharger, to eliminate a non-compliance situation, where the discharger is out of compliance with one or more conditions in Section 2.
- 8.2 The agreement shall have the following characteristics:
- a) be for a fixed term;
 - b) contain reporting requirements to the Municipality on significant stages in the progress towards compliance as determined by the Municipality; and
 - c) list the condition or conditions identified in 8.1 and include a maximum interim limit for the parameter of parameters covered by the agreement.

- 8.3 During the term of the compliance agreement, the discharger shall be exempt from those parts of Section 2 specified in the compliance agreement provided that all of the conditions of the agreement are met by the discharger.
- 8.4 The agreement provided for in 8.1 may be terminated without notice, by the Municipality at any time, where in the opinion of the Municipality, there is an immediate threat or danger to any person, animal, property, vegetation, or in any hazard or other adverse impact to a sanitary sewer, a combined sewer or a sewage works and the discharger is required to immediately comply with Section 2 of this bylaw.

Section 9 - Sampling and Analytical Requirements

- 9.1 The sampling and analysis required by this bylaw shall be done in accordance with the procedures described in the "Protocol for the Sampling and Analysis for the Municipal Sewer Use Bylaw" in the Municipality of Cornwall dated June 23, 2003, as amended from time to time.
- 9.2 Non-compliance with this bylaw may be established through the analysis of a single grab sample done in accordance with 9.1.
- 9.3 In the case of sampling a discharge to a combined sewer, any storm water or uncontaminated water which is discharged at the time of sampling, is not to be considered a component of the sample for determining compliance with 2.1.2. or 2.1.4 of this bylaw.
- 9.4 A discharger is responsible for any requirements set out in this bylaw in respect of discharges or deposits of sewage, storm water or uncontaminated water into that part of a sewage works over which the discharger has or could have control.

Section 10 - Maintenance Access Points

- 10.1 The Municipality may require in written notification, the installation of maintenance access points or the upgrading of existing maintenance access points, for each connection to the sewage works at the site of a discharger, for the purpose of monitoring or sampling discharges as set out in 9.4.
- 10.2 Maintenance access points required under 10.1 shall be:
- a) located on the property of the discharger unless the Municipality

- permits an alternative location;
- b) accessible at all times by the Municipality;
- c) constructed in a manner which meets the standards of the Municipality;
- d) maintained to ensure access and structural integrity; and
- e) maintained and constructed at the expense of the discharger.

Section 11 - Spills

- 11.1 In the event of a spill to a sewage works, the discharger shall immediately notify the Municipality, provide any information with respect to the spill which the Municipality advises it requires and complete any work the Municipality requires to mitigate the spill.
- 11.2 The discharger shall provide a report on the spill to the Municipality, within five days after the spill, containing the following information:
- a) location where spill occurred;
 - b) name and phone number of person who reported the spill and location where they can be contacted;
 - c) date and time of spill;
 - d) material spilled;
 - e) characteristics of material spilled;
 - f) volume of material spilled;
 - g) duration of spill event;
 - h) work completed and/or still in progress in the mitigation of the spill; and
 - i) preventative actions being taken to ensure the situation does not occur again.

Section 12 - Offences

- 12.1 Every person other than a corporation who contravenes any provision of **Section 2 or 4** of this bylaw is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine or not more than \$10,000 for a first offence and \$25,000 for any subsequent conviction, as outlined in Section 92 of the Municipal Act.
- 12.2 Every corporation which contravenes any provision **Section 2 or 4** of this bylaw is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine of not more

than \$50,000 for a first offence and \$100,000 for any subsequent conviction, as outlined in Section 92 of the Municipal Act.

- 12.3 Notwithstanding subsection 12.1 and 12.2, every person who contravenes any provision of any other section of this bylaw, is guilty of an offence and on conviction is liable for every day or part thereof upon which such offence occurs or continues to a fine or not more than \$5,000.
- 12.4 Any expense incurred by the Municipality to do work required under this By-law because of default by the owner may be levied against the owner and recovered in like manner as municipal taxes.

Section 13 - Other Provisions

Where grease, oil and grit interceptors are provided at the cost of the owner to prevent the discharge of wastewater containing amounts of these substances in excess of the amounts permitted by this By-law, they shall be properly maintained and placed in locations readily accessible for cleaning and inspection and shall be of a design in keeping with good engineering practice.

Section 14 - Repeal

The previous City of Cornwall Sewer Use By-law known as 103-2003 is hereby repealed as of June 8, 2020.

Read, signed and sealed in open Council this 8th day of June, 2020.

Manon L. Levesque
City Clerk

Bernadette Clement
Mayor

Schedule A - Surcharge Agreement

This surcharge agreement is made between:

THE CITY OF CORNWALL

- and -

[INSERT FULL LEGAL NAME OF THE COMPANY]

(the “Discharger”)

RECITALS:

- A. Sewer Use By-law or the “By-law”) regulates discharges of sewage to the Regional sanitary sewer system.
- B. Section 7 of the By-law provides that City of Cornwall may enter into a extra strength surcharge agreement with a discharger in accordance with that Part to permit certain discharges of sewage to City of Cornwall’s sanitary sewer system that would otherwise be prohibited by the By-law, only to the extent permitted by the extra strength surcharge agreement.
- C. The Discharger seeks to discharge sewage to the sanitary sewer that contains one or more Parameters for which City of Cornwall has established a surcharge rate, and such sewage is likely to contain those Parameters at concentrations in excess of the limits established by Table 1 of the By-law.
- D. This Agreement sets out the terms and conditions relating to such discharges and fees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Interpretation

(a) In this Agreement, the following terms are defined as follows:

- (i) “Agreement” means this agreement between City of Cornwall and the Discharger;

- (ii) "Applicable Law" means any applicable legislation (including statutes and regulations), bylaw, order, approval, permit, authorization, order-in-council, judgment, declaration, ruling, policy, procedure, guideline, code, directive or other requirement having the force of law of any federal, provincial, municipal, regulatory or other governmental agency, body, court, tribunal or other judicial or quasi-judicial decision-making body;
- (iii) "Engineer's Report" means a report signed and stamped by an independent professional engineer licensed to practice in the Province of Ontario who is satisfactory to City of Cornwall, in its sole discretion;
- (iv) "Fees and Charges By-law" means the annual City of Cornwall By-law detailing the corporate service fees and user charges including any schedules, as may be amended from time to time, or its successor by-law.
- (v) "Parameter" means a substance for which City of Cornwall has established a surcharge rate and which is listed in subsection 3(b) of this Agreement;
- (vi) "Sewer Use By-law" or "By-law" means City of Cornwall Bylaw including any schedules, as may be amended from time to time, or its successor bylaw; and
- (vii) "City of Cornwall" means The City of Cornwall and as the context requires includes any of its designated representatives who are authorized to represent City of Cornwall and also includes an employee authorized and designated to exercise a discretion on City of Cornwall's behalf.

(b) In this Agreement, "Premises" means the property municipally known as:

_____	_____	Cornwall
(Unit Street #)	(Street)	(Municipality)

- (c) All terms used in this Agreement which are defined by the Sewer Use Bylaw shall have the same meaning.
- (d) This Agreement constitutes a surcharge agreement under Section 7 of the Sewer Use By-law and is subject to any restrictions on agreements imposed by the By-law. The terms and conditions for the discharge of sewage to the extent permissible under the By-law are set out in this Agreement and in all other respects, the Bylaw shall apply. In the event of a conflict between this Agreement and the Sewer Use By-law, the Sewer Use By-law shall prevail to the extent of the conflict.

2. Term

- (a) The obligations of this Agreement shall commence on _____, (the Effective Date) for a one year period and shall be automatically renewed for a further term of one year and renewed annually thereafter provided neither Party has provided the other written notice:
 - (i) of its intent to terminate this Agreement; or
 - (ii) no later than 60 calendar days prior to the expiration of the current term, of its intent that this Agreement not renew for a subsequent term.
- (b) All renewals of this Agreement shall be on the same terms and conditions as set out herein except for:
 - (i) the fees payable under this Agreement shall be adjusted to the prevailing fees and rates as set out in the Fees and Charges By-law for the relevant time period; and
 - (ii) as terms and conditions may otherwise be amended in accordance with section 12 of this Agreement.

3. Authorization to Discharge

- (a) This Agreement authorizes the Discharger to discharge sewage from the Premises to a sanitary sewer the quality of which may exceed only the limits provided in Table 1 of the By-law for one or more Parameters set out in subsection 3(b) of this Agreement, provided that:
 - (i) Notice of termination or suspension of this Agreement has not been provided by City of Cornwall;
 - (ii) The Discharger is in compliance with all of the terms and conditions of this Agreement, including the maximum concentration limits and the maximum loading limits for the Parameters subject to this Agreement set out in Schedules "A" and "B" hereto;
 - (iii) The Discharger is otherwise in compliance with the By-law; and
 - (iv) The By-law permits the limits for the Parameters to be exceeded through agreement.
- (b) This Agreement applies to one or more of the following Parameters only
 - (i) Biochemical oxygen demand (BOD5);
 - (ii) Total phosphorus (TP);

- (iii) Total suspended solids (TSS); and
 - (iv) Total Kjeldahl nitrogen (TKN).
- (c) For clarity, the Discharger continues to be solely responsible for all sewage discharges from the Premises. Without limiting or prejudicing and in addition to any other right or remedy, the Discharger acknowledges it shall continue to be responsible for any damage or injury resulting from sewage discharges from the Premises, including all costs related to repairing or replacing any part of the local municipal sewage works damaged thereby and for any damage or injury to any person or property caused by such discharge.

4. Fees

- (a) The Discharger agrees to pay to City of Cornwall the following surcharge agreement fees as set out in the Fees and Charges By-law:
- (i) An annual Agreement maintenance fee in respect of the preceding year during which this Agreement was in force and effect. The maintenance fee payable shall be the corresponding fee set out in the Fees and Charges By-law prevailing for the relevant time period. This fee may be prorated in the sole discretion of City of Cornwall where this Agreement is in force and effect for only a portion of that preceding year.
 - (ii) The laboratory costs for analysis of sampling undertaken by City of Cornwall for the purposes of the Agreement. The actual analytical laboratory cost shall be added to the Discharger's invoice in accordance with section 7 of this Agreement.
 - (iii) A Surcharge Fee in respect of all direct or indirect discharges to the sanitary sewer from the Premises from the Effective Date of this Agreement as calculated by City of Cornwall from time to time using the following formula for each Parameter to which this Agreement applies:

$$S_p = (C_p - L_p) \times V \times R_p \div 1000$$

where

- S_p [\$] = the "Surcharge Fee" payable for each Parameter subject to this Agreement during a given time period
- C_p [mg/L] = the "Average Concentration" of the Parameter in discharges during the time period, determined in accordance with this Agreement
- L_p [mg/L] = the concentration limit of the Parameter listed in Table 1 of Schedule "A" of the By-law
- V [m³] = the "Volume" of discharge during the time period, determined in accordance with this Agreement

R_p [\$/kg] = the prevailing “Surcharge Rate” applicable to the Parameter, as established by City of Cornwall and which shall be amended on a frequency determined by City of Cornwall and set out in the Fees and Charges By-law.

1000 = a conversion factor to convert a concentration in mg/L and a volume in m³ to a weight in kg.

Parameters

BOD	0.4	\$/ kg
TSS	0.6	\$/ kg
TP	8.0	\$/ kg
TKN	0.4	\$/ kg

- (iv) A one-time administrative fee shall be payable to City of Cornwall at the time this Agreement is entered into between the Parties.
- (b) The Discharger acknowledges and agrees the Surcharge Fee payable for each Parameter under this Agreement shall be calculated using the prevailing Surcharge Rate for the time period corresponding with the discharge and that the Surcharge Rates shall be amended by City of Cornwall from time to time.

5. Determination of Parameter Concentrations and Discharge Volumes

- (a) City of Cornwall shall determine the concentration of a Parameter in sewage discharged from the Premises for the purposes of determining an Average Concentration for a given time period or for determining compliance with the terms of the Agreement in accordance with the following:
 - (i) The preferred and default method for measuring Parameter concentrations shall be grab samples that are collected by City of Cornwall staff from an access point at or near the Premises. City of Cornwall shall determine, in its sole discretion, the appropriate number and frequency of grab samples necessary. Without limiting this discretion, the Discharger acknowledges that City of Cornwall typically takes 52 grab samples per year.
 - (ii) In place of, or in addition to, grab samples City of Cornwall may, in its sole discretion, elect to measure Parameter concentrations through composite sampling in accordance with section 9 of the By-law.

- (iii) The Discharger acknowledges that the use of an automatic sampling device is in City of Cornwall's sole discretion and City of Cornwall shall determine the feasibility of using an automatic sampling device based on factors including, but not limited to: the amount of sewage flow at the Premises, the consistency of sewage flow quality and the availability of equipment and City of Cornwall staff resources.
 - (iv) In place of or in addition to the above methods of measuring Parameter concentrations, City of Cornwall may permit the Discharger to propose and implement a self-monitoring and reporting program at the Discharger's expense and on such terms as City of Cornwall sees fit.
 - (v) In addition to any of the above, the Parties may agree in writing to any other method for measuring Parameter concentrations.
 - (vi) City of Cornwall may, in its sole discretion, disregard any concentration measurement that appears to be an implausible outlier.
 - (vii) In the event of a disagreement between the Parties as to the quality of any effluent sampled in accordance with this section, the determination of City of Cornwall shall govern.
- (b) City of Cornwall shall determine the Volume of sewage discharged from the Premises during a given time period for the purpose of calculating Surcharge Fees. City of Cornwall may, in its sole discretion, use any one or more of the following methods
- (i) Deem the volume of water, from both public and private sources, supplied to or used at the Premises during the time period to be the Volume of sewage discharged during that time period, with or without applying a discharge adjustment (as detailed in section 6 of this Agreement);
 - (ii) Sewage flow meter records provided by the Discharger, if such records are accepted by City of Cornwall, in its sole discretion, to be sufficiently reliable, accurate and precise; or
 - (iii) Any other method agreed to in writing by the Parties.
- (c) City of Cornwall shall, in its sole discretion, select which method or methods described in this section to use in determining the Average Concentration of a Parameter in sewage discharged during a given time period or concentration of a Parameter for determining compliance with the terms of the Agreement or the Volume of sewage discharged during a given time period (including any discharge adjustment) based on the following considerations:
- (i) The accuracy and reliability of the method;

- (ii) Availability of equipment, City of Cornwall staff and financial resources;
- (iii) The administrative burden of using the method;
- (iv) Ease of access to the Premises and sampling points;
- (v) Security of sampling equipment;
- (vi) Variability of Parameter concentrations in sewage discharged from the Premises;
- (vii) Variability of the quantity of sewage discharged from the Premises; and
- (viii) Any other relevant consideration, as determined by the City of Cornwall.

6. Billing and Invoicing for Fees

- (a) City of Cornwall will invoice any fees payable under this Agreement on an annual basis or on a more frequent basis, in City of Cornwall's sole discretion, and the Discharger shall pay all fees no later than thirty (30) calendar days after the date printed on the invoice.
- (b) City of Cornwall may deliver invoices in any manner in which notice is permitted by this Agreement and the Discharger acknowledges that is incumbent upon the Discharger to ensure it is prepared to receive invoices in any such manner.
- (c) The Discharger agrees that where fees are not paid in accordance with subsection 6(a) above interest shall be payable on overdue accounts by the Discharger in accordance with City of Cornwall By-law No. A-184-95-139, as may be amended from time to time or its successor bylaw.
- (d) City of Cornwall reserves the right to adjust or amend any figure or calculation used or made to determine an amount payable under this Agreement and to adjust or amend any invoice accordingly (whether issued or not) where necessary to correct an error or otherwise inaccurate information in order to better reflect the actual amounts payable under this Agreement.
- (e) The Discharger acknowledges that fees payable under this Agreement are intended to compensate City of Cornwall for the additional costs it incurs related to this Agreement and associated discharges, including the cost of administering this Agreement, costs for additional inspection, monitoring, sampling and analysis activities, additional sewage treatment and solids

disposal costs, and additional costs related to operating and maintaining the sewage works and that such fees are subject to change from time to time.

- (f) For greater certainty, fees under this Agreement are payable notwithstanding:
 - (i) Any non-compliant discharge exceeding the maximum concentrations set out in Schedule "A" of this Agreement; and/or
 - (ii) Any termination or suspension of this Agreement, where such fees are in respect of the time period preceding suspension or termination.

7. Information Collection and Disclosure

- (a) City of Cornwall is under no obligation to use or accept any information, data, results, calculation or the conclusions of any report provided by the Discharger or its engineers or consultants if City of Cornwall has reason to believe, in its sole discretion, that they are not accurate, lack sufficient precision, are not representative of typical sewage quality or quantity, are anomalous, or are otherwise unreliable.
- (b) In addition to the information requirements under the By-law, the Discharger agrees to provide, upon City of Cornwall's request, access to and copies of the following documents and information in the possession or control of the Discharger and consents to their collection by City of Cornwall (whether from the Discharger or from any other source) which are reasonably necessary for the purpose of determining the concentration of a Parameter in sewage, the Volume of sewage discharged and/or compliance with the terms and conditions of this Agreement, other than as set out in this subsection 7(b):
 - (i) Water meter or sub-meter readings;
 - (ii) Water bills and invoices;
 - (iii) Business records showing the amount of water supplied to the Premises and/or the Discharger by private sources;
 - (iv) Records, data and logs relating to processes, operations and production at the Premises;
 - (v) Purchase orders and invoices for raw materials, chemicals and other supplies;
 - (vi) Any other document or information reasonably necessary for the purpose of determining the concentration of a Parameter in sewage or the Volume of sewage discharged during a given time period; and

- (vii) Any other document or information reasonably necessary for the purpose of determining the Discharger's compliance with the terms and conditions of this Agreement.
- (c) The Discharger shall preserve any of the documents and information described in subsection 8(d) that are in the possession of the Discharger for a period of at least two (2) years, and shall do any thing or take any action reasonably necessary to obtain the documents and information described in subsection 7(b).
- (d) The Discharger shall not open, alter, tamper with, damage or remove any City of Cornwall sampling equipment at the Premises or otherwise unless expressly authorized in writing by City of Cornwall, and shall not cause or permit any other person from doing the same, and shall take all steps reasonably necessary to prevent the same.
- (e) For greater certainty, City of Cornwall may use any of its powers of entry, inspection and enforcement under the Sewer Use By-law for the purpose of administering or determining compliance with this Agreement, and the Discharger agrees to cooperate with City of Cornwall in good faith in this regard.
- (f) The Discharger acknowledges that information provided to City of Cornwall under this Agreement is subject to, and shall be handled in accordance with, Section 5 of the Sewer Use By-law.
- (g) The Discharger acknowledges that City of Cornwall may notify the Ontario Ministry of Environment, Conservation and Parks if sewage discharged from the Premises contains hazardous waste or is otherwise in contravention of Applicable Law.

8. Notification Obligations

- (a) Upon discovering any breach of this Agreement the Discharger shall immediately verbally notify City of Cornwall of the breach and shall provide written notification of same as soon as practicable. For greater certainty, this obligation is in addition to the spill reporting obligations of Section 11 of the Sewer Use By-law.
- (b) Where the Discharger does not agree with any information, data or results used by City of Cornwall, or any calculation made by City of Cornwall, or any invoice issued by City of Cornwall, the Discharger shall notify City of Cornwall no later than fifteen (15) calendar days after receiving such information, data, results, calculation or invoice, after which time the Discharger shall be

deemed to have accepted and not dispute any such information, data, results, calculation or invoice.

9. Termination and Suspension

(a) City of Cornwall may, in its sole discretion, terminate this Agreement:

- (i) At any time and for any reason whatsoever regardless of the Discharger's state of compliance with the Agreement upon providing no fewer than thirty (30) calendar days written notice to the Discharger;
- (ii) Where the Discharger has breached any of the terms or conditions of this Agreement or failed to perform or fulfill any of its covenants, obligations or responsibilities under this Agreement, City of Cornwall may provide written notice to the Discharger to remedy the breach or default within thirty (30) calendar days, or such longer period as may be determined by City of Cornwall, failing which this Agreement may be terminated upon providing thirty (30) calendar days written notice of termination to the Discharger; or
- (iii) Immediately upon giving written notice to the Discharger where, in the opinion of City of Cornwall,
 - (A) there is an immediate threat or danger to any person, animal, the natural environment, property or vegetation;
 - (B) a discharge from the Premises causes or may cause an adverse effect to the sewage works;
 - (C) a discharge from the Premises causes or may cause the effluent or biosolids from the sewage works to contravene any Applicable Law, including but not limited to the *Ontario Water Resources Act*, the *Environmental Protection Act*, or any instrument or order issued thereunder;
 - (D) where the Discharger has assigned or transferred its rights and obligations in contravention of subsection 15(b) of this Agreement;
 - (E) where the Discharger provides or should have provided notice under subsection 8(a);
 - (F) where the Discharger undergoes a change in control or in corporate status that adversely affects its ability to satisfy some or all of its obligations under the Agreement; or
 - (G) where the Discharger has had an unpaid balance of fees owed to City of Cornwall under this Agreement for over sixty (60) calendar days

from the date printed on the invoice, despite anything else in this section.

- (b) The Discharger may terminate this Agreement upon thirty (30) calendar days written notice to City of Cornwall.
- (c) The Discharger agrees to provide at least thirty (30) calendar days written notice to City of Cornwall prior to ceasing operations at the Premises. If the Discharger fails to provide this notice, the Discharger shall continue to be bound by the obligations of this Agreement, including but not limited to obligations to make payment of fees until such time as the notice required by this section is received by City of Cornwall. The Discharger shall be responsible for payment of fees in respect of the time period preceding notice.
- (d) In any circumstance where City of Cornwall is entitled to terminate this Agreement, City of Cornwall may, in its sole discretion, elect to instead suspend the Discharger's right to discharge sewage from the Premises under this Agreement. The following terms apply to any suspension:
 - (i) Any suspension shall be effective immediately upon giving written notice to the Discharger;
 - (ii) City of Cornwall may reinstate the authorization to discharge only upon satisfaction of such terms and conditions as City of Cornwall, in its sole discretion, deems appropriate to remedy the circumstance leading to suspension; and
 - (iii) If this Agreement is suspended for thirty (30) consecutive days, the Agreement shall be deemed to be terminated on the 31st day.
- (e) For greater certainty, upon the termination or suspension of this Agreement, any provision or exemption allowing the discharge of sewage which exceeds the limits in Table 1 of the Sewer Use Bylaw shall cease to apply immediately and the Discharger shall be required to comply with all Bylaw requirements.
- (f) Any loss, expense, costs, damage and/or liability that may be sustained, paid or incurred by the Discharger or any other person(s) by reason of termination or suspension in accordance with this Agreement shall be borne by the Discharger.
- (g) Any termination or suspension by the City of Cornwall under this section is without prejudice to any other rights or remedies the City of Cornwall may have.

10. Entire Agreement and Amendment

- (a) This Agreement represents the entire Agreement between the Parties.
- (b) Unless specifically provided otherwise in this Agreement, any amendment to it shall be in writing and signed by both Parties. For greater certainty, City of Cornwall shall not be bound by any oral representation, statement, instruction, amendment or clarification relating to this Agreement made by any actual or purported employee, agent or representative of City of Cornwall.
- (c) Despite subsection 10(b) City of Cornwall reserves the right to amend, in its sole discretion, any of the maximum Parameter concentrations and/or the loading limits set out in Table 1 – Limits for Sanitary and Combined Sewers:
 - (i) Thirty (30) calendar days prior written notice to the Discharger, where the loading limits and/or maximum Parameter concentration values are increasing;
 - (ii) One hundred and twenty (120) calendar days prior written notice, where loading limits and/or maximum Parameter concentration values are decreasing or where loading limits and/or maximum Parameter concentration values are being imposed for the first time under this Agreement; or
 - (iii) notice in accordance with such other time period agreed to between the Parties in writing.
- (d) The Discharger acknowledges that the fees payable under this Agreement are determined in accordance with the fees, charges and rates set out in the Fees and Charges By-law. The Discharger acknowledges that City of Cornwall may, in its sole discretion, change the fees at any time through amendments to the Fees and Charges By-law. The Discharger also acknowledges that some fees and charges set out in the Fees and Charges By-law may be automatically adjusted each year for inflation. City of Cornwall will endeavour to provide the Discharger with at least sixty (60) calendar days notice of amendments to the Fees and Charges By-law that may impact amounts payable by the Discharger under this Agreement, however:
 - (i) The lack of any such notice cannot prevent the effect of any such amendment on this Agreement or the Discharger's obligation to pay the amended fee or rate;
 - (ii) Where the fees and rates under this Agreement are introduced or amended by resolution of City of Cornwall Council, notice of the amendment shall be deemed to have been given to the Discharger by City of Cornwall upon the passage of such resolution by Council; and

(iii) Where the fees and rates under this Agreement are amended in accordance with the automatic adjustment to account for Consumer Price Index under the Fees and Charges By-law, notice of such amendment shall be deemed to have been given on January 1 of each year.

11. Notice and Delivery of Documents

(a) Any notice, invoice or other document to be given or served on either Party under this Agreement shall be in writing and delivered by mail or by e-mail (the Party giving notice may choose the method) in the following manner:

to City of Cornwall at:

Water Purification Plant
The City of Cornwall
861 Second Street West
Cornwall, ON K6H 5T9

cgoodwin@cornwall.ca

to the Discharger at:

[•]
[•]
[•]
[•]

[NTD: Enter e-mail address, if e-mail delivery is to be allowed]

Despite paragraph (a) above, the Discharger may provide the verbal notice required by subsection 9(a) of this Agreement by telephone at the following phone number: **613-930-2787 ext. 2582.**

(b) Despite subsection 10(b) of this Agreement, either Party may change the contact information contained in paragraph (a) or (b) of this section by giving fifteen (15) calendar days notice to the other Party with the new contact information.

(c) Service of any notice under this section shall be deemed to be effected in accordance with the methods described in section 8 of the By-law.

(d) Despite this section, where rates and/or fees under this Agreement are amended in accordance with clause 10(d)(ii) herein, City of Cornwall agrees it will endeavour to provide notice to the Discharger of the amendment by email, as above, as soon as reasonably practical after passage of the

resolution by Regional Council; however, lack of such notice does not impact the obligations of the Discharger under this Agreement.

12. Representations and Warranties of the Discharger

- (a) The Discharger represents and warrants the following to be true:
 - (i) the Discharger is,
 - (A) the legal owner of the Premises; or
 - (B) a tenant or sub-tenant of the Premises, in which case a copy of the lease or sub-lease (as the case may be) for the Premises shall be provided to City of Cornwall upon request at any time;
 - (ii) the Discharger is not prohibited or restricted from entering into this Agreement or assuming any of the obligations, liabilities or restrictions hereunder, whether by an agreement with a third party (including any lease), constating documents, constitution, other Applicable Law or otherwise; and
 - (iii) to the best of the Discharger's information and belief and after making diligent inquiries, the Discharger is not aware of any material facts or circumstances that may hinder its ability to perform or comply with its obligations under this Agreement.

13. Indemnification

- (a) The Discharger shall indemnify and hold harmless City of Cornwall, its Council members, employees, successors and assigns (individually or collectively, the "Indemnified Parties") from and against all actions, claims, demands, losses, costs, damages, suits, proceedings, expenses, liabilities, judgements or proceedings whatsoever, including legal costs, which may be brought against, made upon the Indemnified Parties or which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of any act or omission of the Discharger, its directors, officers, employees, agents, contractors, subcontractors or any other person permitted by the Discharger to engage in any activities of the Discharger contemplated in this Agreement, in respect of any matter related to this Agreement.

14. Survival

- (a) In addition to the obligation to pay fees under this Agreement, the obligations contained in Sections 6 (Billing and Invoicing for Fees) and 13 (Indemnification) shall survive termination of this Agreement.

15. Successors and Assigns

- (a) This Agreement is enforceable against the Parties, their heirs, executors, administrators, successors and assigns.
- (b) In accordance with section 9 of the By-law, the Discharger shall not assign or transfer any of its rights or obligations under this Agreement in whole or in part without the express written authorization of City of Cornwall.

16. Compliance with Law

- (a) The Discharger shall observe and comply with all Applicable Laws during the term of this Agreement.

17. Non-Waiver

- (a) No action or failure or delay to act by the City of Cornwall is a waiver of any right or duty afforded under the Agreement or at law, nor shall any such action or failure or delay to act constitute an approval of, or acquiescence in, any breach, except as may be specifically agreed to in writing by the Parties. Any written consent by the City of Cornwall to, or waiver of, a default or breach by the Discharger, shall not constitute a consent to, waiver of, or excuse for any subsequent default, whether similar or not.

18. Severability

- (a) Any provision of this Agreement held to be invalid, unenforceable or illegal is ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, enforceability or legality of the remaining provisions of this Agreement.

19. Further Acts

- (a) The Discharger agrees that it shall do all such acts and execute such documents as City of Cornwall may request from time to time in order to give full effect to this Agreement and carry out the intentions of the Parties.

20. Governing Law

- (a) This Agreement shall be governed by the laws of the Province of Ontario and the applicable laws of Canada.
- (b) Any action, application or other legal proceeding arising out of this agreement shall be brought in a court or tribunal in City of Cornwall, Ontario, or the court or tribunal closest to Cornwall .

21. Counterparts

- (a) This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together constitute an original agreement, and will be effective when one or more counterparts have been signed by each of the Parties to the Agreement and delivered to each of the Parties.

IN WITNESS WHEREOF the Parties hereto have agreed the rights and obligations under this Agreement are to be effective as of the Effective Date and have signed this Agreement as of the dates indicated below.

_____) **THE CITY OF CORNWALL**
)
 Date: _____) By: _____
)
) Name:
) Title:
)
) _____
) Name:
) Title:

_____) **[● DISCHARGER]**
)
 Date: _____) By: _____
)
) Name:
) Title:

_____) By: _____
)
 Date: _____)
) Name:
) Title:
)

I/We have authority to bind the Corporation

Schedule A : Maximum Parameter Concentrations

Parameter	Maximum Concentration (mg/L)* [ntd: insert value where Limits apply]
Biochemical oxygen demand (BOD5)	No Limit
Phenolic compounds (4AAP)	No Limit
Total phosphorus (TP)	No Limit
Total suspended solids (SS)	No Limit
Total Kjeldahl nitrogen (TKN)	No Limit

*Where maximum concentration limits are not imposed for a Parameter at the Agreement's Effective Date, column 2 of the table above will indicate "No Limit". Note a maximum concentration limit may be imposed at any time after the Effective Date in accordance with section 12 of the Agreement.

Schedule B: Loading Limits

Parameter	Loading Limit* (kg/year) [ntd: insert value where Limits apply]
Biochemical oxygen demand (BOD5)	No Limit
Phenolic compounds (4AAP)	No Limit
Total phosphorus (TP)	No Limit
Total suspended solids (SS)	No Limit
Total Kjeldahl nitrogen (TKN)	No Limit

*Where maximum loading limits are not imposed for a Parameter at the Agreement's Effective Date, column 2 of the table above will indicate "No Limit". Note a maximum loading limit may be imposed at any time after the Effective Date in accordance with section 10 of the Agreement.

Schedule B - Surcharge Agreement

Environmental Services Division City of Cornwall

COMPLIANCE PROGRAM APPLICATION

Under Schedule B of The Corporation of the City of Cornwall (City of Cornwall) Sewer Use By-law (the By-law), facilities discharging wastewater which exceeds by-law limits may submit an application to City of Cornwall for approval of a Compliance Program.

Entering into a Compliance Program allows time for a Discharger to make significant changes at their site in order to come into compliance with the By-law. During the course of a Compliance Program, City of Cornwall may permit a discharge that exceeds the By-law limits, subject to terms and conditions, so that the Discharger can conduct the improvement work necessary to bring wastewater discharges from its site into By-law compliance. The program also emphasizes pollution prevention and source reduction and encourages facilities to implement waste reduction practices.

Refer to the Instructions for Completion section when filling out the application form and if there are still questions please email cgoodwin@cornwall.ca and a member of the Environmental Services Division Team will respond to you.

Refer to the General Information section below for information on length of Compliance Program, fees, contact information, submission requirements and other application details.

The information collected on this application form will be used to evaluate and ensure the application meets the Sewer Use By-law requirements (Section 8) for approval of a Compliance Program. Information collected under the authority of the Sewer Use By-law by the City of Cornwall is **not** considered confidential. It will be handled in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and therefore may be subject to disclosure to the public. If information provided to the City of Cornwall is confidential or proprietary or otherwise may be exempt from disclosure under MFIPPA, the person submitting the information shall identify that information upon its submission to the City of Cornwall. Sufficient details to support the reason for its purported exemption from disclosure must be provided.

APPLICATION FORM

This form must be completed to have a Compliance Program considered for approval by the City of Cornwall. Incomplete applications will not be processed and will be returned to the applicant.

I. APPLICANT INFORMATION <i>(Refer to Instructions for Completion - Part I below)</i>	
Applicant's Legal Name	<input type="text"/>
Applicant's Operating Name	<input type="text"/>
Plant address	<input type="text"/>
Mailing Address	<input type="text"/>
Telephone Number	<input type="text"/>
Fax Number	<input type="text"/>
Name of authorized representative	<input type="text"/>
Title of authorized representative	<input type="text"/>
Telephone Number	<input type="text"/>
Email Address	<input type="text"/>
The applicant is	<input type="checkbox"/> Owner of the Premises <input type="checkbox"/> Lessee of the Premises
Property Owner's Legal Name	<input type="text"/>
Property Owner's Full Address	<input type="text"/>
If Lessee, Contact Name	<input type="text"/>
Contact Number	<input type="text"/>
Email Address	<input type="text"/>

II. IDENTIFICATION OF NON-COMPLIANCE (*Refer to Instructions for Completion- Part II below*)

Specify your proposed parameter limit during term of Compliance Program (Note: reasonable proposed amount is about twice the bylaw limit)

Parameter Out of Compliance (refer to Notice of Violation letters)	Proposed Compliance Program Limit (mg/L)	Bylaw Limit (mg/L) (refer to Schedule A-Table 1 of the Sewer Use Bylaw)

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Scheduled Completion date of all activities: _____ / _____ / _____
Month Day Year

IV. TREATMENT SYSTEM AND SUPPLEMENTAL ACTIVITIES (*Refer to Part IV in Instructions for Completion*)

Provide description of current treatment system (use additional pages as necessary)

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V. APPLICATION TERMS AND CONDITIONS

All information required must be submitted at the time of application along with application fee. Failure to do so will result in rejection of the application until a complete application is submitted.

City of Cornwall reserves the right to request additional information which shall be provided within 10 working days of request, or such other time period agreed to by City of Cornwall. Failing to submit information within this time period means the Application will be deemed abandoned and the file closed.

Submission of this application for approval of a Compliance Program shall in no way be construed or be deemed to be an approval.

Submission of an application for approval of a Compliance Program shall in no way be construed or be deemed to be an acceptance or waiver of the applicant's past or existing non-compliance with the By-law or relieve the applicant of any liability with respect to same. Compliance Program Approvals are not retroactive.

Compliance Program Limitation

The Compliance Program is subject to the provisions of the By-law.

Any approval issued by City of Cornwall to permit an applicant, through its Compliance Program, to discharge an effluent that does not comply with the By-law shall only be in effect to the extent set out in the Compliance Program Approval and only during the term of the approved Compliance Program. In all other respects, the limits for sewage discharge under the By-law shall apply. After expiration or termination of a Compliance Program Approval, all By-law requirements shall apply.

Where the applicant makes false, misleading or inaccurate representations in its application, as determined by City of Cornwall staff, the application may be rejected or any approval arising from the application cancelled or terminated.

City of Cornwall may terminate a Compliance Program Approval under the circumstances described in Part 8 of the By-law. In the event of termination, discharges from the facility must comply with all By-law requirements.

VI. DISCLAIMER

While every effort has been made to ensure the accuracy of the information in this document, it should not be construed as legal advice or relied on as a substitute for the By-law. Please consult the Bylaw for details on Compliance Program requirements.

VII. APPLICANT SIGNATURE AND CERTIFICATION *(Must be signed to be complete and valid)*

I, the undersigned, hereby declare that to the best of my knowledge, the information contained herein and the information submitted in support of this application is complete, true and accurate in every way.

<hr/> Signature of Applicant	<hr/> Date (Month/Day/Year)
---------------------------------	--------------------------------

<hr/> Printed Name	<hr/> Title or Position
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GENERAL INFORMATION

A. Overview

The Compliance Program sets the terms and conditions and timeframes under which the Discharger may be allowed to discharge non-compliant wastewater to City of Cornwall's sanitary sewer. An approved Compliance Program may include planning, design, construction, installation and implementation of the required equipment and practices, to achieve compliance with the By-law.

As part of a Compliance Program, Dischargers will bring their wastewater discharge into compliance by implementing one or more of the following activities:

- Change a process, method or technique to reduce, avoid or eliminate the generation of non-compliant wastewater
- Install pre-treatment equipment to remove contaminants from wastewater before it is discharged into the sanitary sewer
- Substitute materials or chemicals which contribute to non-compliant wastewater
- Recycle wastewater or specific chemicals for reuse within the existing processes or operations; by recycling and utilizing waste materials, facilities can realize long-term economic and social benefits
- Improve maintenance and operational procedures to avoid equipment breakdown that may result in contaminant discharges into drains and sewers

A Compliance Program approval is issued only after an application is accepted by City of Cornwall. After a Compliance Program is approved, it is the Discharger's responsibility to undertake the activities in the manner set out in the Compliance Program and resulting approval in order to reach compliance with the By-law limits.

Dischargers will be required to assess the quality of their wastewater and provide a progress report for each milestone of the Compliance Program described in their Compliance Program Approval.

B. Period of Validity

Each Compliance Program application will be unique to the Discharger's situation. Compliance Program activities must be specifically outlined in detail in the application form, with each component of the project given a completion date and progress reporting date. City of Cornwall will assess if the proposed timeline provided is acceptable and may shorten the project schedule when granting approval. **Once the term of the Compliance Program has expired, the Discharger is responsible for maintaining full compliance with the By-law.**

Dischargers may apply for an extension or amendment of their existing Compliance Program Approval by submitting a request letter outlining satisfactory reasons for extension or amendment along with required fee.

Extension/Amendments can only be requested while a Compliance Program is in effect. Expired Compliance Program Approvals cannot be extended. For this reason, extension/amendment application should be **submitted at least three weeks before the expiry of the approval.**

C. Contact Us

General information is available online. Specific information is available during regular office hours (8:00 a.m. to 4:00 p.m. ET).

Telephone: 613-930-2787 ext 2582

Fax: 613-932-4506

Email: cgoodwin@cornwall.ca

D. Requirements Checklist

- Signed and completed application form with the following attachments (if applicable): engineering calculations, drawings, equipment specifications, detailed design and process description
- Any other related documents requested by City of Cornwall staff as set out in Part 8 of the By-law

After issuance of Compliance Program Approval, the Discharger must submit:

- Sample analysis results – the Dischargers shall, at their own expense, take samples of wastewater as specified in the Compliance Program Approval and have it analyzed by an accredited laboratory for the parameters listed under Part II of this application form. These results must be submitted to the City of Cornwall upon receipt.
- Progress report – the Discharger must submit a report after the scheduled completion of each milestone or as specified in the Compliance Program Approval.

E. How to Apply

Mail compliance application package to:

City of Cornwall
Environmental Services Division
861 Second Street West,
Cornwall, ON K6H 5T9

Attention: Division Manager, Environmental Services

OR

By appointment only – drop off compliance application package at:

861 Second Street West

Cornwall, ON K6H 5T9

Attention: Division Manager, Environmental Services

INSTRUCTIONS FOR COMPLETION

Part I:

Indicate the contact information of the applicant and, where applicable, the property owner. The applicant will be the organization/business applying for the Compliance Program Approval. Indicate both the legal and, where applicable, operating name of the organization. Include a certified copy of business name registration and Letters of Incorporation, Letters Patent, Charter or partnership registration and any amendments or changes to the foregoing, as applicable, with application. Where the applicant is not the property owner, indicate the property owner's legal name.

Indicate the municipal property address where the discharge occurs including the postal code and the mailing address of the applicant if different from the site address. Provide the full name, title and contact information of the authorized representative.

Part II:

Indicate the parameter(s) (substance(s)) the applicant proposes for inclusion in the Compliance Program. You may want to include the By-law limit and the most recent laboratory result in exceedance of the by-law limit.

Indicate the organization's proposed Compliance Program parameter limit(s) and the proposed duration of the Compliance Program. Please note that the limits and duration in this section are proposed and that City of Cornwall will confirm an appropriate duration and parameter limits in the Compliance Program Approval, should one be issued. Please also note that the final action completion date should not be later than the final compliance date in the Compliance Program.

In addition, describe in detail the cause or suspected reason of the non-compliance (e.g. improper maintenance or lack of pre-treatment, etc.).

Part III:

The Compliance Program application must identify in detail, each program activity to be implemented to bring the wastewater discharge into compliance with the By-law. Provide complete details of:

- Methods and manner of undertaking the Compliance Program activities and materials to be used
- Planning, design, construction/installation of facilities or works proposed to be implemented
- Start date and completion date of each activity

- Necessary approvals, consents, or other authorizations required (including building permits, Ministry of the Environment and Climate Change permits, etc.)
- All reporting and planned updates to City of Cornwall (including reporting the results from the wastewater sampling)

If corrective or remedial actions to eliminate the non-compliance are not yet certain or an investigative study is necessary, then a two-phase Compliance Program should be the approach. The discharger shall submit a second Compliance Program application after the first is concluded. In the first phase, the discharger shall conduct a wastewater characterization study or an investigative study to determine the appropriate treatment system or corrective actions to be taken. In the second phase, the discharger shall submit an amendment application outlining the implementation phase of the proposed treatment system or the proposed compliance activities to eliminate the noncompliance.

Part IV:

Provide a complete description of the current and proposed treatment system, including information about unit processes, operational parameters, waste disposal and monitoring program(s). Include a flow diagram for wastewater flow within the facility, both pre and post compliance program activities.

Include other supporting documentation (e.g. engineering calculations) to demonstrate how compliance with the Bylaw will be achieved. A Compliance Program must result, at its completion, in compliance with the By-law.

Please note that under the By-law, City of Cornwall may require the Discharger to install a wastewater pre-treatment facility as part of a Compliance Program (please see section 8.5 of the By-law for more details).

Appendix 1A

Example of Compliance Program Activities

Compliance Program Activities	Start Date (Month-Day-Year)	Completion date (Month-Day-Year)
1. Select engineer to conduct detailed design	May-01-2014	May-20-2014
a. Engineering investigation of plant conditions (industrial process review and wastewater characterization)	May-21-2014	Jun-10-2014
b. Select treatment process and design criteria (treatability studies)	Jun-01-2014	Jun-15-2014
c. Detailed design of treatment system (plans & specifications)	Jun-16-2014	Jul-31-2014
d. Preparation of operations manual	Jul-01-2014	Jul-31-2014
e. Submit progress report to City of Cornwall	Jul-20-2014	Aug-04-2014
2. Select contractor for installation/construction	Jul-25-2014	Aug-15-2014
a. Inform City of Cornwall	Aug-15-2014	Aug-17-2014
3. Commence construction		
a. Site preparation (survey, excavation, etc.)	Aug-25-2014	Sep-15-2014
b. Foundation work & underground utilities	Sep-15-2014	Sep-15-2014
c. Structural work (buildings, etc.)	Sep-15-2014	Nov-15-2014
d. Submit progress report to City of Cornwall	Nov-15-2014	Nov-30-2014
e. Mechanical work (control panels, etc.)	Nov-15-2014	Nov-30-2014
f. Electrical work (control panels, etc.)	Nov-15-2014	Nov-30-2014
g. Site finish work (fences, clean-up, etc.)	Dec-01-2014	Dec-20-2014
h. Submit progress report to City of Cornwall	Oct-30-2014	Dec-31-2014
4. Commissioning or pre-treatment system start-up	Jan-03-2015	Jan-15-2015
a. Submit progress report to City of Cornwall	Jan-30-2015	Jan-30-2015
Scheduled Completion Date of All Activities: January 30, 2015		

Appendix 1B

Example of Compliance Program Activities (2-phase)

Compliance Program Activities	Start Date (Month-Day-Year)	Completion date (Month-Day-Year)
1. Conduct a sampling program to determine how sulphate concentrations in wastewater fluctuates over a 24 hour period	Aug-08-2016	Sep-01-2016
2. Submit progress report and laboratory analysis results to City of Cornwall	Sep-02-2016	Sep-02-2016
3. Wastewater Flow Determination / Monitoring <ul style="list-style-type: none"> a. Determine peak and average wastewater flows b. Conduct flow monitoring if flow information is not adequate c. Provide flow data to wastewater equipment suppliers 	Aug-08-2016	Sep-30-2016
4. Submit progress report and laboratory analysis results to City of Cornwall	Sep-30-2016	Sep-30-2016
5. Wastewater Treatment Assessment <ul style="list-style-type: none"> a. Engage wastewater equipment suppliers to determine suitable treatment solutions b. Determine wastewater treatment options and prepare report 	Sep-30-2016	Oct-31-2016
6. Submit progress report and laboratory analysis results to City of Cornwall	Oct-31-2016	Oct-31-2016
7. Select a suitable and efficient treatment option to address the noncompliance issue	Oct-31-2016	Dec-05-2016
8. Submit progress report and laboratory analysis results to City of Cornwall	Jan-10-2017	Jan-10-2017
9. Inform or hold a teleconference with City of Cornwall's Environmental Monitoring and Enforcement staff to discuss next steps regarding the implementation of the wastewater treatment system selected	Jan-05-2017	Jan-05-2017
10. Submit an amended Compliance Program application detailing the implementation phase of the recommended treatment system that will bring wastewater into compliance with the Bylaw.	Jan-15-2017	Jan-15-2017
Scheduled Completion Date of All Activities: January 30, 2017		

Schedule C - Compliance Agreement

[DATE]

[INSERT FULL LEGAL NAME OF THE COMPANY]
(the “Discharger”)

[ADDRESS]

COMPLIANCE PROGRAM APPROVAL: Environmental Services, City of Cornwall)

DISCHARGER: [INSERT FULL LEGAL NAME OF THE COMPANY]

SITE: [ADDRESS]

This letter will confirm acceptance of the Compliance Program detailed in this letter as submitted by [INSERT FULL LEGAL NAME OF THE COMPANY] (the “Discharger”) on [DATE] for the site located at [ADDRESS] the “Site”). The purpose of the Compliance Program is to implement the proposed compliance program activities to bring discharges from the Site into compliance with The Corporation of the City of Cornwall (“Cornwall”) Sewer Use By-law (the “By-law”).

This Compliance Program Approval (“Approval”) is issued to the Discharger under Section 8.2 of the By-law. This Approval is conditional and must be implemented in accordance with the Compliance Program application (except where expressly modified by this Approval), the terms and conditions set out below and with Schedule B of the By-law.

1. Term

Subject to all other terms and conditions of this Approval, this Approval shall be in effect for the period commencing on _____ and terminating on _____.

2. Permitted Exceedances

While this Approval remains in effect, the quality of the sewage discharged from the Site to the sanitary sewer may exceed the limit under Table 1 of the By-law for the following effluent parameters and only to the extent of the Approval Limits below:

<u>Effluent - Parameter</u>	<u>Approval Limit</u>
Biochemical Oxygen Demand (BOD5)	No Limit
Total Suspended Solids (TSS)	No Limit
Total Phosphorus (TP)	No Limit
Total Kjeldahl Nitrogen (TKN)	No Limit

In all other respects and parameters, the Discharger shall be in full compliance with the By-law. The exceedances permitted under this Approval are only for the purposes of allowing the planning, design and construction or installation of facilities or works and/or execution of compliance program activities needed to implement the approved compliance measures set out in Section 4 of this Approval.

3. Compliance Sampling

A sample of wastewater shall be collected as prescribed in the City of Cornwall's surcharge agreement established for the discharger (***[INSERT FULL LEGAL NAME OF THE COMPANY]***).

4. Compliance Measures

The Discharger shall undertake the following compliance activities in accordance with the timetable set out below:

Compliance Program Activity	Activity Commencement Date (mm/dd/yyyy)	Activity Completion Date (mm/dd/yyyy)
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

5. Reporting

- a. The Discharger shall provide a compliance program activity progress report which shall be submitted to the Environmental Services division email at cgoodwin@cornwall.ca as per the schedule in Section 4. The progress report shall discuss completion of the required activity and provide details of same. The sampling results pursuant to Section 3 shall be submitted via email to the WTP Supervisor pcarriere@cornwall.ca for review as per the schedule in Section 4.
- b. In the event that the Discharger is unable to meet an Activity Completion Date, set out in Section 4, the Discharger shall provide to the City of Cornwall, prior to the subject Activity Completion Date, a written description of the detailed particulars. This written description will set out the reason(s) why the activity cannot be completed as required and when the Discharger proposes the activity will be completed, together with any other relevant and supporting documentation and information concerning the failure to meet the Activity Completion Date. The Discharger shall also include a revised compliance program schedule for approval by the City of Cornwall. The determination of whether an extension of the Activity Completion Date will be granted shall be at the sole discretion of the City of Cornwall.

- c. The written progress reports set out in subsections 5 (a) and (b) of the Approval can also be submitted to:

City of Cornwall
Environmental Services Division
861 Second Street, Cornwall, ON K6H 5T9
Attention: Division Manager, Environmental Services

6. Failure to Comply

- a. In the event the Discharger is unable to meet multiple Activity Completion Dates, set out in Section 4. In addition to the reporting requirement set out in section 5, the City of Cornwall reserves the right to invoke liquidated damages in the form of a multiplier that would be applied to the sewer surcharge agreement fee rate.
- b. In the event the City of Cornwall exercises the right to invoke liquidated damages in the form of a multiplier that would be applied to the sewer surcharge agreement fee rate. The discharger will receive a letter informing the discharger the proposed rate and schedule of the rate within a new compliance program agreement.

7. Termination of Approval

The City of Cornwall may terminate this Approval by giving written notice to the Discharger:

At any time and for any reason whatsoever regardless of the state of compliance with the Approval upon a minimum of thirty (30) calendar days written notice to the Discharger.

- a. At any time where, in the opinion of the City of Cornwall, there is an immediate threat or danger to any person, animal, the natural environment, property or vegetation, in which case the termination shall be effective immediately upon receipt of the written notice of termination.
- b. At any time where, in the opinion of the City of Cornwall, a discharge in accordance with the Approval causes or may cause an adverse effect to the sewage works, in which case the termination shall be effective immediately upon receipt of the written notice of termination; or
- c. At any time where, in the opinion of the City of Cornwall, the Discharger fails or neglects to implement or pursue implementation of the actions required under the Approval or otherwise fails to comply with the terms and conditions of an approval, in which case

the termination shall be effective immediately upon receipt of the written notice of termination.

8. General

- a. The Compliance Program must be implemented in accordance with all applicable laws, whether federal, provincial, or municipal and with any instruments, approvals or orders made thereunder, this includes, but is not limited to the Bylaw. This Approval does not abrogate the Discharger's obligations to ensure compliance with all applicable laws.
- b. The Discharger remains solely responsible for all wastewater discharges from its Site. By operating under this Approval, the Discharger acknowledges it shall continue to be responsible for any damage or injury resulting from wastewater discharges from its Site including the costs related to repairing or replacing any part of the City of Cornwall or local municipal sewage works damaged thereby and for any damage or injury to any person or property caused by such discharges.
- c. By operating under this Approval, the Discharger agrees to indemnify and hold harmless the City of Cornwall, including their respective Council members, employees, successors and assigns (the "Indemnitees") against all claims, actions and demands made upon an Indemnitee from all expenses, liability and damages an Indemnitee may suffer as a result of or arising from the discharge.

As indicated in this Approval, the Discharger will remain in the Compliance Program for the site until {insert compliance approval end date} unless terminated at an earlier date in writing by the City of Cornwall or the Discharger. Once the term of the Approval has expired, or has been terminated, the Approval Limits set out in Section 2 of this Approval no longer apply, and all discharges from the Site must comply with all sections of the By-law. Any contravention of the By-law after this period may result in further enforcement, including legal action.

Information collected under the authority of the Sewer Use By-law by City of Cornwall is not considered confidential. It will be handled in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and therefore may be subject to disclosure to the public. If information provided to City of Cornwall is confidential or proprietary or otherwise may be exempt from disclosure under MFIPPA, the person submitting the information shall identify that information upon its submission to City of Cornwall. Sufficient details to support the reason for its purported exemption from disclosure must be provided.

A facility inspection will be conducted after the approved completion date of the compliance program. We will continue to sample wastewater from the Site on a regular basis to determine compliance with the Approval and the By-law and will share the results with you.

We appreciate the efforts you are putting into ensuring your wastewater comes into compliance with the By-law. If you have any questions please contact Carl Goodwin by e-mail at cgoodwin@cornwall.ca or by phone at 1 (613) 930-2787 ext. 2582.

Carl Goodwin, MSc., P Eng.
Division Manager – Environmental Services
City of Cornwall

APPENDIX A

(Insert Map of sampling location)

Report Approval Details

Document Title:	By-law - Sewer Use and to appeal By-law 103-2003 - 2020-308-IMW.docx
Attachments:	
Final Approval Date:	Jun 2, 2020

This report and all of its attachments were approved and signed as outlined below:

Carl Goodwin - Jun 2, 2020 - 8:55 AM

Bill de Wit - Jun 2, 2020 - 10:32 AM

Maureen Adams - Jun 2, 2020 - 3:16 PM