

Sewer Connection Agreement

THIS AGREEMENT dated for reference the 6th day of January, 2016 is

BETWEEN:

THE CORPORATION OF THE CITY OF DAWSON CREEK,
10105 – 12A Street, P.O. Box 150
Dawson Creek, BC V1G 4G4

(the "City")

AND:

PEACE RIVER REGIONAL DISTRICT,
1981 Alaska Avenue, P.O. Box 810
Dawson Creek, BC V1G 4H8

(the "Regional District")

WHEREAS:

- A. The City owns and operates a sanitary sewer collection system for the collection and treatment of sanitary sewage (the "City System"), a portion of which lies outside of the City's boundaries but within an electoral area of the Regional District;
- B. The Regional District wishes to permit certain properties lying outside the City's boundaries to connect to the City's sewer collection system to discharge sewage into the City System, and has completed the construction of the works required to connect those properties to the City System;
- C. The City and the Regional District wish to enter into this Agreement to enable the Regional District to permit those properties to discharge sewage into the City System;

NOW THEREFORE this agreement is evidence that in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties covenant and agree as follows:

- 1. **Sewer Connection and Sewage Disposal** – The City hereby grants to the Regional District permission to connect the properties identified in section 2 to the City System and to permit the discharge of sewage from those properties into the City System for the Term, on the terms and conditions set out in this Agreement.
- 2. **Regional District Subdivisions** – The properties in the following subdivisions of the Regional District, as identified on Schedule "A", may be connected to the City System:



- (a) Chilton Subdivision;
- (b) Harper Subdivision; and
- (c) Friesen Subdivision

(collectively, the “**Regional District Properties**”).

3. **Term** – The term of the Agreement shall be twenty (20) years (the “**Term**”) commencing on January 1, 2015 and expiring on December 31, 2035.
4. **Renewal** – Either party may, by providing notice to the other party at least eighteen (18) months prior to the expiry of the Term, request a renewal of this Agreement. If, upon receiving such request, the other party wishes to accept the requested renewal of this Agreement, it will provide notice of acceptance of renewal to the party who made the request and upon giving such notice this Agreement will be renewed, on the same terms and conditions (including this renewal option) or such other terms and conditions as may be agreed upon by the parties, for a further term of one (1) year.
5. **City Bylaw** – The Regional District shall ensure that all occupants of the Regional District Properties comply with the City of Dawson Creek’s Sewer Rates & Regulations Bylaw No. 4088 (the “**Bylaw**”), as amended from time to time.
6. **Discharge Fee** – The Regional District shall pay a bi-monthly fee to the City for the Regional District Properties to discharge sewage into the City System (the “**Discharge Fee**”). The Discharge Fee shall be in accordance with section 16 of the Bylaw, based on the total number of Regional District Properties connected to the City System. The Discharge Fee will be billed on a bi-monthly basis to the Regional District and is subject to change in accordance with the Bylaw and amendments to the Bylaw from time to time. For clarity, the Regional District will be responsible for collecting from the occupants of the Regional District Properties any amounts the Regional District choose to charge for permitting such properties to use the City System and any failure to collect such amounts will not affect the Regional District’s obligation to make payment under this section.
7. **Regional District Consent** – To the extent that the City is, under this Agreement, providing a service outside of its boundaries, the Regional District hereby consents thereto in accordance with section 13 of the *Community Charter*.
8. **Ownership and Maintenance of Connection Works** – The City and the Regional District agree as follows:

- (a) The Regional District will cause the various connection works required to connect the Regional District Properties to the City System (the “**Connection Works**”) to be designed, constructed and installed in accordance with the standards required by City bylaws that would otherwise be applicable if the works were located within the City’s boundaries.
 - (b) Ownership of the Connection Works that lie within any areas covered by statutory rights of way in favour of the City, vests with the City.
 - (c) The City will not be the owner of, nor have any responsibility whatsoever for, any Connection Works except for those works under section 8(b) and the works located parallel to the Highway 97 from the westerly boundary of the SE ¼ of section 20 to the easterly border of the SW ¼ of section 20 up to and including Manhole Six, as identified on Schedule “B”.
 - (d) The Regional District will be solely responsible for the operation, repair, maintenance and replacement of all of the Connection Works owned by the Regional District, within the Regional District statutory rights of way or the Regional District’s boundaries, and will do such work to the standards that would be required by City bylaws if the works were located within the City’s boundaries.
 - (e) The City will not be required under this Agreement to incur liabilities of a capital nature with respect to the Connection Works, and section 175 of the *Community Charter* does not apply to this Agreement.
9. **Maintenance of Lift Stations** – The City will maintain three (3) lift stations connected to the City System located within Chilton, Harper, and Friesen Subdivisions. The Regional District will pay a bi-monthly fee to the City for the cost of maintaining the lift stations at Chilton and Harper Subdivisions (the “**Lift Station Maintenance Fee**”), in addition to the Discharge Fee and the “Sewer Fixed Infrastructure Charge” in Schedule “A” of Bylaw No. 4088, as amended from time to time. The Lift Station Maintenance Fee is the actual cost to maintain Chilton and Harper Subdivision Lift Stations, including the City’s cost for materials, staff wages, subcontractor fees (if and when required), and a fifteen (15) per cent administration fee.
10. **City System Interruption** – The Regional District acknowledges and agrees:
- (a) the City may at any and all times, upon giving a 7 days notice to the Regional District, except in emergencies, shut off access to the City System, or otherwise interrupt the use of the City System, for the purpose of making repairs, alterations or improvements or for any other reason; and
 - (b) the City will not be responsible for any damages, losses, expenses, remediation costs, and harm whatsoever, caused directly or indirectly, as a result of the

change or cessation in whole or in part of use of the City System, any other operating failure, or the Regional District's failure to notify the occupants of the Regional District Properties of the City's notice under section 10(a).

11. **Disconnection** – In circumstances where the Regional District wishes to disconnect a property from the City System, the Regional District shall provide a 48-hour notice to the City, and upon giving such notice, disconnect the subject property from the City System, provided that such disconnection will be in accordance with any procedure mandated by any enactments applicable to the disconnection of a service by the City's sewer services to a property. For clarity, the Regional District will be responsible for providing the sewer service directly to any property that is subject to disconnection initiated by the Regional District under this Agreement. The Regional District agrees to indemnify and save harmless the City against all claims, actions, damages, liabilities, costs, and expenses whatsoever in way directly or indirectly arising from or connected to the Regional District's decision to disconnect a property from the City System. This indemnity shall survive the expiry or earlier termination of this Agreement.
12. **Future Connections** – The Regional District shall not permit properties other than the Regional District Properties, identified on Schedule "A", to be connected, directly or indirectly, to the City System without the City's prior written consent at the City's sole discretion.
13. **Regulated and Prohibited Substances** – The Regional District shall not permit the occupants of the Regional District Properties to discharge into the City System any grease, solid waste or other material or substance that could be harmful to the City System, City staff or to the public, including but not limited to, cleaning chemicals, detergents, drugs and medicines, fats, oils and grease, paints and paint thinner and other toxic substances, and specifically, materials or substances containing concentration of identified regulated substances in excess of the amounts identified in Schedule "B" of the City of Dawson Creek Bylaw No. 4088, and including any prohibited substances listed in Schedule "C" of Bylaw No. 4088 or identified as prohibited by the City from time to time. The City may identify additional prohibited substances and substances subject to concentration limitations by providing written notice to the Regional District.
14. **Regional District's Covenants and Agreements** – The Regional District covenants and agrees as follows:
 - (a) to promptly pay the Discharge Fee and the Lift Station Maintenance Fee when due;
 - (b) to ensure that all occupants of the Regional District Properties who discharge sewage into the City System do so in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force, including those established by City and City staff, and to obtain all required approvals,

licences and permits thereunder and not to do or omit to do anything in contravention thereof;

- (c) to ensure that no prohibited substances or toxic substances in excess of the amounts identified in Bylaw No. 4088 of the City of Dawson Creek are discharged from the Regional District Properties into the City System;
 - (d) not to do, suffer, or permit any act or neglect that may in any manner directly or indirectly cause injury to the City System; and
 - (e) to provide the City with an annual report on the operational status of Harper, Friesen and Chilton Subdivisions.
15. **Termination** – Either party may, at its sole discretion and for any reason, terminate this Agreement, effective twenty-four (24) months after giving written notice of such termination to the other party. Upon giving such notice, the Regional District shall cause all Regional District Properties to be disconnected from the City System prior to the effective date of such termination. Upon such termination, the Regional District will pay to the City all amounts owing under this Agreement for the services provided by the City up to and including the date of termination. Upon payment of such amounts no other payment will be owed by the Regional District to the City and, for certainty, no amount will be owing on account of the City’s costs or lost revenue relating to the unused portion of the Term.
16. **Remedies Cumulative** – No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.
17. **Indemnity** – The Regional District shall indemnify and save harmless the City and the City’s Representatives against all claims, actions, damages, liabilities, costs, and expenses whatsoever in any way directly or indirectly arising from or connected to any negligent act or omission of the Regional District or any of its officers, employees, contractors or agents with respect to the Regional District’s obligations under this Agreement. This indemnity shall survive the expiry or earlier termination of this Agreement.
18. **Notices** – Where any notice, request, direction or other communication (any of which is a “Notice”) shall be given or made by a party under this Agreement, it shall be in writing and is effective if delivered in person, sent by registered mail addressed to the party for whom it is intended at the address set forth above in the Agreement, or faxed to the City at (250) 782-3203 or to the Regional District at (250) 784-3201, provided that any Notice to the City shall be to the attention of the City’s Director of Infrastructure. Any

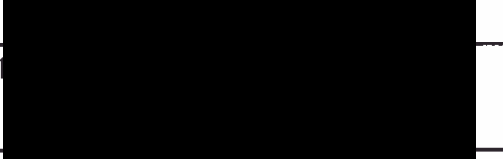
Notice is deemed to have been given if delivered in person, when delivered; if by registered mail, when postal receipt is acknowledged by the other party; if by fax, when transmitted. The postal address of a party may be changed by notice in the manner set out in this section.

19. **No Effect on Law or Powers** – Nothing contained or implied herein prejudices or affects either party’s rights and powers in the exercise of its respective functions pursuant to the *Community Charter* (British Columbia) and the *Local Government Act* (British Columbia) or its respective rights and powers under any enactment, as if this Agreement had not been fully executed and delivered.
20. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
 - (b) a particular numbered section is a reference to the correspondingly numbered section of this Agreement;
 - (c) any enactment is a reference to that enactment as amended, revised, consolidated or replaced, and includes any regulations, orders or directives made under the authority of that enactment;
 - (d) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
 - (e) a reference to a party is a reference to a party to this Agreement;
 - (f) time is of the essence; and
 - (g) where the word “including” is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word “including”.
21. **Entire Agreement** – The provisions in this Agreement constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.
22. **No Assignment** – The Regional District shall not assign the Regional District’s interest in this Agreement without the consent of the City.
23. **City Discretion** – Wherever in this Agreement the approval or consent of the City is required, some act or thing is to be done to the City’s satisfaction, the City is entitled to form an opinion, or the City is given the sole discretion:

- (a) the relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative; and
 - (b) the approval, consent, opinion or satisfaction is in the discretion of the City, acting reasonably.
- 24. **Severance** – If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- 25. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors and assigns, notwithstanding any rule of law or equity to the contrary.
- 26. **Laws of British Columbia** – This Agreement shall be construed according to the laws of the Province of British Columbia.
- 27. **Waiver or Non-Action** – Waiver by the City of any breach of any term, covenant or condition of this Agreement by the Regional District shall not be deemed to be a waiver of any subsequent default by the Regional District. Failure by the City to take any action in respect of any breach of any term, covenant or condition of this Agreement by the Regional District shall not be deemed to be a waiver of such term, covenant or condition.

As evidence of their agreement to be bound by the above terms, the City and the Regional District each have executed this Agreement on the respective dates written below:

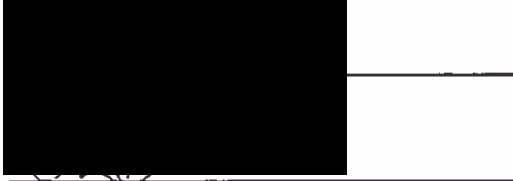
THE CORPORATION OF THE CITY OF DAWSON CREEK by its authorized signatories:



Brenda Ginter, Corporate Officer

January 19, 2016
Date

PEACE RIVER REGIONAL DISTRICT by its authorized signatories:



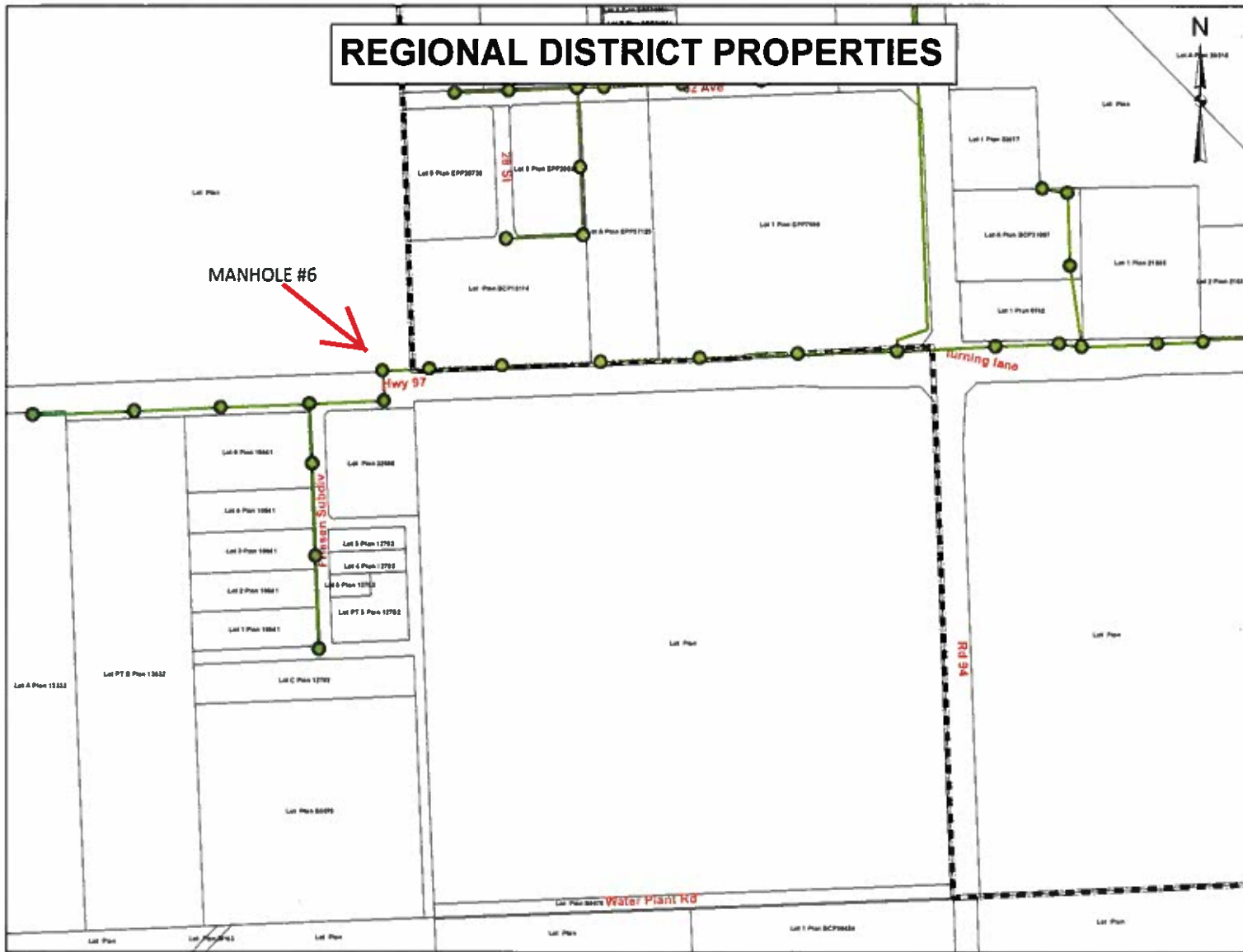
Authorized Signatory:

January 19, 2016
Date

SCHEDULE B

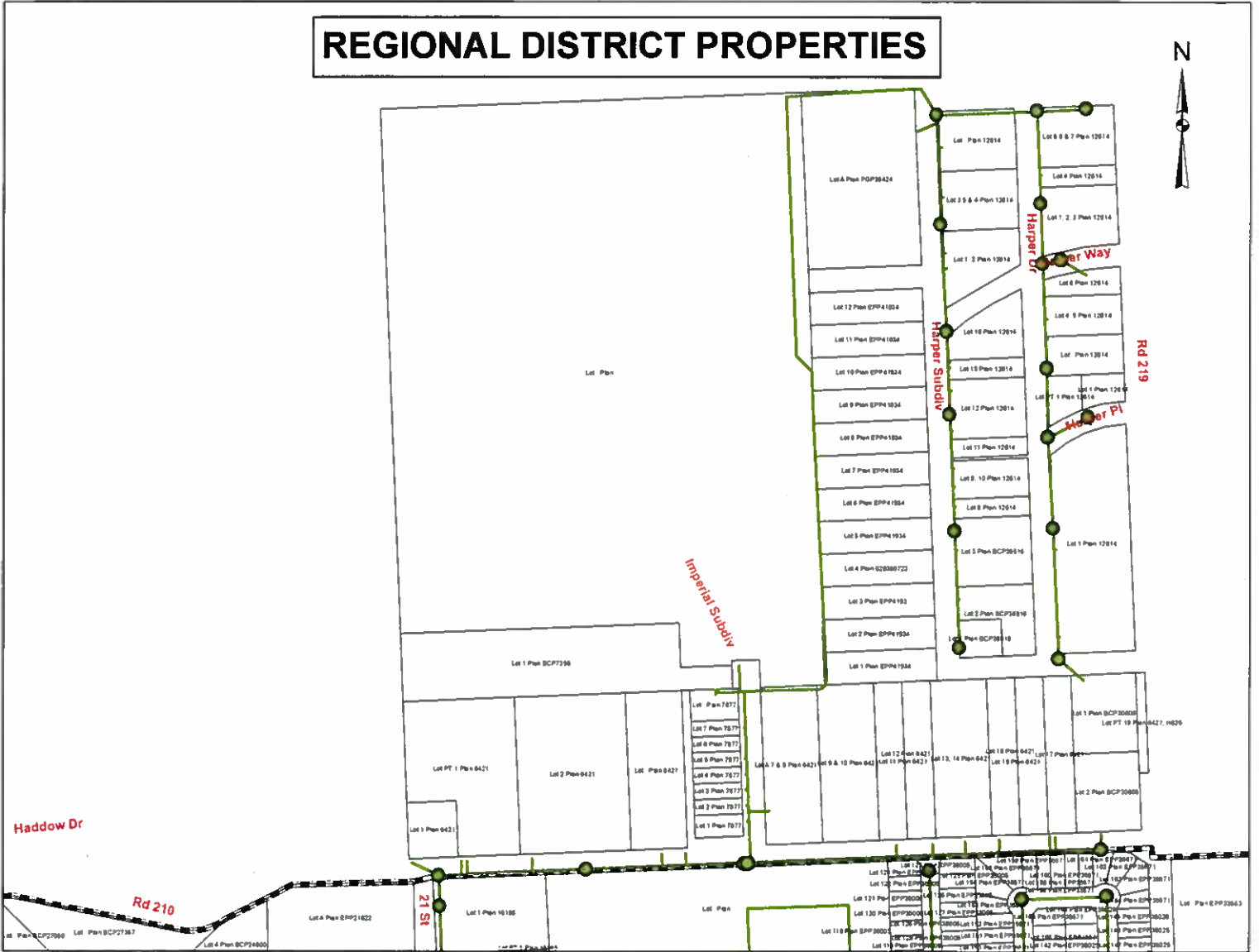
REGIONAL DISTRICT PROPERTIES

MANHOLE #6



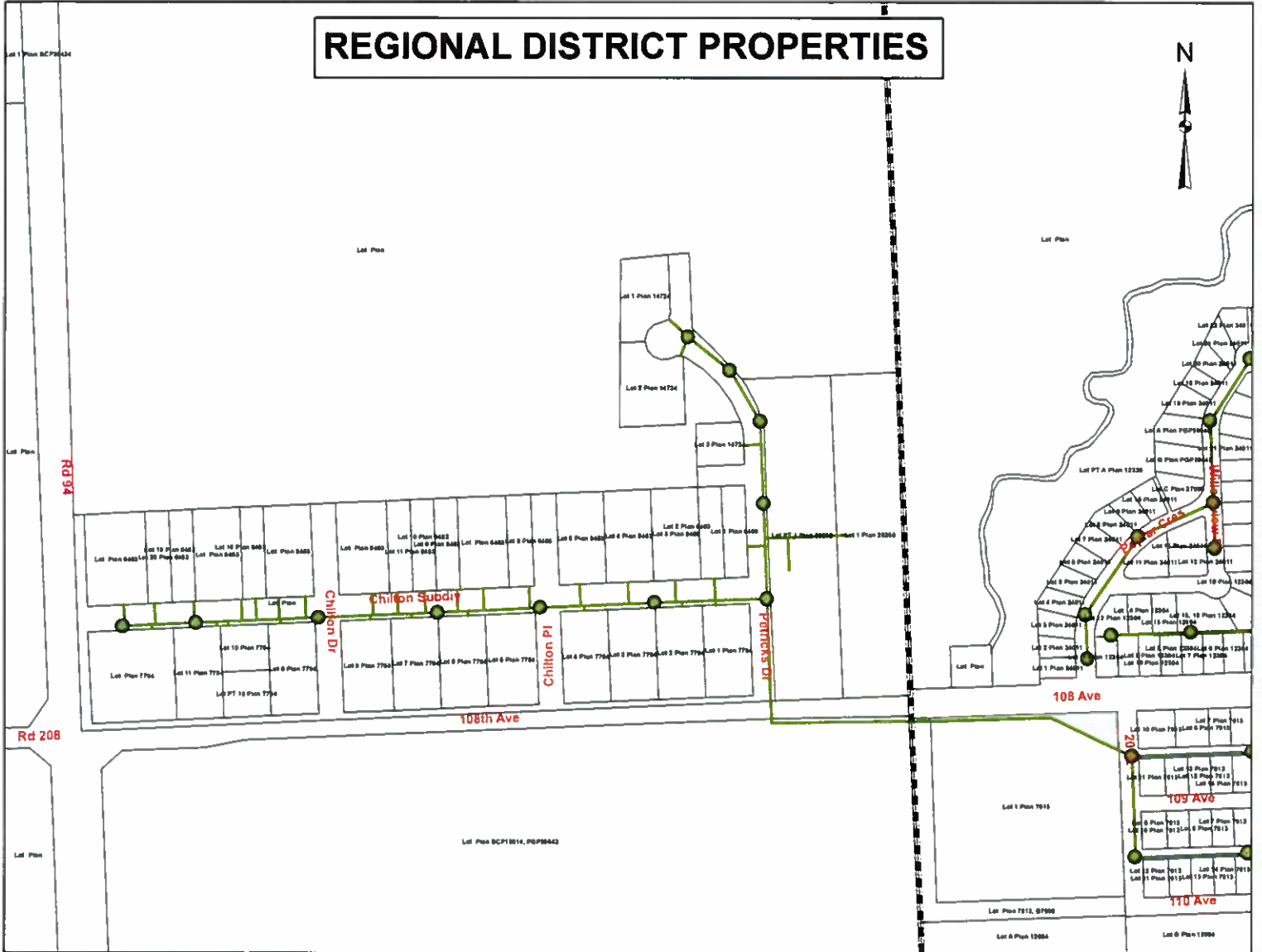
SCHEDULE A

REGIONAL DISTRICT PROPERTIES



SCHEDULE A

REGIONAL DISTRICT PROPERTIES





THE CORPORATION OF THE CITY OF DAWSON CREEK

SEWER RATES & REGULATIONS BYLAW NO. 4088, 2010

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws listed below. Amendments have been incorporated with the parent bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the subject bylaw.

Amendment Bylaw 4105, 2011 incorporated
Amendment Bylaw 4245, 2014 incorporated
Amendment Bylaw 4259, 2015 incorporated
Amendment Bylaw 4298, 2016 incorporated
Amendment Bylaw 4393, 2018 incorporated
Amendment Bylaw 4408, 2019 incorporated
Amendment Bylaw 4430, 2019 incorporated

THE CORPORATION OF THE CITY OF DAWSON CREEK

BYLAW NO. 4088

A bylaw of The Corporation of the City of Dawson Creek (hereinafter called "the City") to establish Sewer Rates and Regulations.

WHEREAS, the Council of the City deems it necessary from time to time to establish rates and regulations for the use of the municipal sewer system;

NOW THEREFORE, the Council of the Corporation of the City of Dawson Creek hereby enacts as follows:

SECTION 1 – TITLE

- 1.1 This Bylaw may be cited for all purposes as **“SEWER RATES AND REGULATIONS BYLAW NO. 4088, 2010”**.

SECTION 2 – DEFINITIONS

- 2.1 In this Bylaw the following words and terms have the following meanings assigned to them.

“Bylaw Enforcement Officer” means a person or persons appointed from time to time by resolution of City Council pursuant to Section 36 of the Police Act, the purpose of which is to enforce regulatory bylaws of the municipality.

“City” means The Corporation of the City of Dawson Creek.

“Discharge Station” means the Trucked Waste Receiving Facility located at 248 115th Avenue.

“Principal Building” means a building in which is conducted the principal use of the lot on which it is located.

“Sewer System” means all sewer works and all appurtenances thereto, including sewer mains, service connections, pumping stations, treatment plants, lagoons and sewer outfalls laid within any highways, municipal right-of-way or easement and owned and operated by the Municipality and installed for the purpose of conveying, treating and disposing of domestic municipal wastes and industrial wastes.

“Trucked Waste” means any Waste that is collected and transported off-site by means other than Discharge to a Sanitary Sewer, including, but not limited to, septic tank Waste, Oil and Grease from Interceptors, and other Sludges of organic origin.

SECTION 3 - REGULATIONS

- 3.1 All users shall pay a variable as well as a fixed infrastructure charge as set out in Schedule A.
- 3.2 Each property connected to the sewer system shall have its own service directly from the principal building to the sewer main. Costs for such connections shall be paid by the property owner.
- 3.3 The property owner is required to have an easily accessible clean out installed on the soil waste stack, where the sewer service leaves the building and such clean out shall be a minimum of 4” in diameter inside.

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- 3.4 All installations must be performed by a certified plumber and must adhere to the requirements of the Servicing and Subdivision Bylaw, the City of Dawson Creek Sewer and Sewer Connecting Lines Service Bylaw, or any other applicable bylaws, except where permission has been granted in writing by the City Engineering Department.
 - 3.5 No person shall connect a building service to a sewer main, connect a building service to a previously installed service at property line, install a service box at property line, or otherwise excavate to accommodate such works without having first obtained a Service Connection Permit from the City. The fee for such permit shall be charged in accordance to Schedule A. The issuance of Service Connection Permits is at the sole discretion of the City. The City Engineering Department shall not issue such permit unless the applicant has demonstrated competence to perform such work. The City may inspect any works undertaken under such Permit and may accept or reject the work.
 - 3.6 No person shall deposit any Regulated Substances exceeding the Maximum Concentration as set out in Schedule B – List of Regulated Substances in the City’s sewer system other than Trucked Waste that is deposited at the City’s Discharge Station in accordance with a signed Trucked Waste Discharge Agreement.
 - 3.7 No person shall deposit any item listed as a Prohibited Substance into the sewer system as set out in Schedule C – List of Prohibited Substances other than Trucked Waste deposited at the City’s Discharge Station in accordance with a signed Trucked Waste Discharge Agreement.
 - 3.8 The property owner is responsible for all sewer blockages between the building and the sewer main, except for damage from a broken pipe under the street or lane.
 - 3.9 The property owner is required to employ a certified plumber to attempt to determine, with the use of a hand snake, the extent of the damage, but shall not excavate without the approval of the City Engineering Department.
 - 3.10 The City will not attempt to remove any blockage by working through a roof vent stack.
 - 3.11 The City will, upon request of the property owner, assist with exploratory examinations of all blockages. Costs for such examinations shall be paid by the property owner.
 - 3.12 Owners requesting assistance other than the exploratory examination will be charged actual manpower and equipment costs.
 - 3.13 No person shall tamper with, or obstruct access to, any part of the sewer system. Any person contravening this section shall be assessed the full costs of any repair, replacement or removal required by reason of their actions.
 - 3.14 No contractor, builder or other person shall use, for building purposes or otherwise, the sewer system without obtaining a Temporary Use Permit.
 - 3.15 Any person or company disposing of sewage into the City’s sewer system shall pay the rates set out in Schedule A.
 - 3.16 A person shall only make deposits at the City’s Discharge Station. No person shall deposit grease, solid waste or other material detrimental to the sewer disposal system into the City’s sewer system unless in accordance with a signed Trucked Waste Discharge Agreement.

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- 3.17 Users connected to the raw water line where water is being used solely for irrigation purposes will only be charged rates in accordance with the City of Dawson Creek Water Rates and Regulations Bylaw and not the variable rate or the fixed charge as set out in this bylaw.
- 3.18 Users of the City of Dawson Creek sewer system outside of municipal boundaries shall pay the fixed infrastructure charge and a minimum variable amount based on the average bi-monthly homeowner water usage of 33 m³.
- 3.19 The rates, fees and charges levied or imposed under the provisions of this bylaw are a special charge upon the lands or real property in respect of which the sewer service is supplied or used. All rates, fees and charges under the provisions of this Bylaw, in addition to any other remedies, may be levied, collected and recovered from the owner in the same manner and subject to the same incidents as taxes upon land and improvements.

SECTION 4 – ENFORCEMENT

- 4.1 Any person designated as a Bylaw Enforcement Officer pursuant to the City of Dawson Creek's Bylaw Enforcement Notice Bylaw or Dawson Creek's Municipal Ticket Information Bylaw is hereby authorized and empowered to enforce the provisions of this Bylaw by the Bylaw Notice Enforcement Bylaw No. 4277, 2016 or by the Municipal Ticket Information System Bylaw No. 4278, 2016.
- 4.2 No person shall do any act or suffer or permit any act to be done in contravention of this bylaw.
- 4.3 No person shall obstruct or impede a bylaw officer in lawful performance on any property, at all reasonable times, in order to ascertain whether such regulations are being observed as per Section 16 of the *Community Charter*.
- 4.4 Each day that an offence against this bylaw continues shall be deemed a separate and distinct offence.
- 4.5 A person who contravenes any provision of this bylaw is liable to a fine of not more than \$10,000.00 and not less than \$100.00 for each offence.
- 4.6 Any penalty imposed pursuant to this bylaw shall be in addition to, and not in substitute for, any other penalty or remedy imposed pursuant to any other applicable statute, law, or legislation.

SECTION 5 – ADMINISTRATIVE

- 5.1 If any provision of this bylaw is declared or held to be illegal, invalid, or ultra vires, in whole or in part, then the provision shall not apply and the remainder of this bylaw shall continue in full force and effect and be construed as if it had been enacted without the illegal, invalid, or ultra vires provision.
- 5.2 Schedules "A", "B", and "C" are attached to this bylaw and form a part of this bylaw.
- 5.3 This bylaw shall take effect on January 1, 2011.

5.4 Effective January 1, 2011, the following bylaws and all amendments thereto are hereby repealed:

- a. Sewer Rates Adjacent Area Bylaw 156, 1955;
- b. Sewer Frontage Tax Bylaw 338, 1958;
- c. Sewerage Frontage Tax Validating Bylaw 378, 1959;
- d. Sewer Rates Amendment Bylaw 2866, 1991;
- e. Sewer Rates and Regulations Bylaw 2909, 1992;

5.5 Council hereby delegates authority to the Chief Financial Officer to receive, review and approve on a case by case basis any applications made for a rebate of sewer fees directly associated with an in-home water intensive medical treatment.

READ a first time this 22nd day of November, 2010.

READ a second time this 22nd day of November, 2010.

READ a third time this 22nd day of November, 2010.

ADOPTED this 6th day of December, 2010.

<p>CERTIFIED A TRUE AND CORRECT COPY of Bylaw No. 4088 cited as "SEWER RATES AND REGULATIONS BYLAW NO. 4088, 2010".</p> <p>ORIGINAL SIGNED BY _____ Brenda Ginter Director of Corporate Administration</p>
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The Corporate Seal of **THE CORPORATION OF THE CITY OF DAWSON CREEK** was affixed in the presence of:

ORIGINAL SIGNED BY

 Mike Bernier – Mayor

ORIGINAL SIGNED BY

 Brenda Ginter – Director of Corporate Administration

SCHEDULE "A"

All rates include a 4% Administration fee.

All rates are subject to an annual Consumer Price Index (CPI) increase annually January 1, 2021.

Item	2020 Fee
Disposing domestic sewage from a truck into the City sewer system at the Discharge Station	\$19.01/m ³
Disposing inorganic sewage from a truck into the City sewer system at the Discharge Station	\$19.01/m ³
Callout charge for alarms due to rejected loads at the Discharge Station	\$798.72
Service Connection Permit	\$53.25
Camera (per inspection)	\$133.12
Manpower (vehicle and equipment) per regular hour	\$85.20
Manpower (vehicle and equipment) per overtime hour	\$138.44

Sewer Rates	2020 Rate
Variable Rate for Sewer (Based on 60% of water rates)	\$1.21/m ³
Rate for users outside municipal boundaries (Based on 60% of the average household usage of 33 m ³ of water bi-monthly)	\$39.84

Sewer Fixed Infrastructure Charge Based on water meter size	
Water Meter size	2020 Bi-Monthly Charge
5/8"	\$42.60
3/4"	\$61.02
1"	\$109.37
1½ "	\$245.23
2"	\$436.35
3"	\$980.91
4"	\$1,745.39

SCHEDULE "B"**List of Regulated Substances**

Regulated Substances	Maximum Concentration (mg/L)
Oil and Grease (Hydrocarbons Only)	15.0
Oil and Grease (Total) ⁽¹⁾	150.0
Arsenic	1.0
Boron	50.0
Cadmium	1.0
Chromium (Total)	5.0
Cobalt	5.0
Copper	2.0
Cyanide	1.0
Iron	10.0
Lead	2.0
Mercury	0.05
Molybdenum	1.0
Nickel	3.0
Phenols	1.0
Selenium	1.0
Sulphide	1.0
Sulphates	1,300.0
Zinc	4.0
Organic Constituents	
Benzene	0.1
Total BTEX ⁽²⁾	1.0
Total Petroleum Hydrocarbons TPH	40.0
Polycyclic Aromatic Hydrocarbons (PAH) ⁽³⁾	0.05

SCHEDULE "B" (continued)

- (1) Total oil and grease includes oil and grease hydrocarbons.
- (2) BTEX includes benzene, ethylbenzene, toluene, xylene
- (3) Polycyclic Aromatic Hydrocarbons include:
 - Naphthalene
 - Acenaphthylene
 - Acenaphthene
 - Fluorene
 - Phenanthrene
 - Anthracene
 - Fluoranthene
 - Pyrene
 - Benzo(a)anthracene
 - Chrysene
 - Benzo(b)fluoranthene
 - Benzo(k)fluoranthene
 - Benzo(a)pyrene
 - Dibenzo(a,h)anthracene
 - Indeno(1,2,3-c,d)pyrene
 - Benzo(g,h,i)perylene

SCHEDULE "C"

List of Prohibited Substances

The following waste is prohibited from being discharged into the sewer system:

Any liquid or vapour having a temperature higher than 65° Celsius [150° Fahrenheit];
Any waters, sewage or wastes having a Biological Oxygen Demand (BOD5) greater than 500 mg/L;
Any waters, sewage or wastes having a Chemical Oxygen Demand (COD) greater than 600 mg/L;
Any waters, sewage or wastes containing more than 600 mg/L Total Suspended Solids (TSS);
Any other non-biodegradable debris that contains solids including but not limited to: gravel, metals, plastic, or wood;
Any waste having a PH less than 5.5 or greater than 9.0;
Any flammable or explosive material;
Any excrement from farm animals;
Any waste that exceeds radioactivity limitations established by the Atomic Energy Board of Canada from time to time;