

**MUNICIPALITY OF JASPER**  
**BYLAW # 014**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE REGULATION OF THE SANITARY SEWER AND STORM DRAINAGE SYSTEMS IN THE TOWN OF JASPER.**

**WHEREAS** the Municipality of Jasper owns, operates and maintains a Sanitary Sewer System and a Storm Drainage System for the Town of Jasper;

**NOW THEREFORE** the Council of the Municipality of Jasper, in the Province of Alberta, duly assembled, enacts:

**1. CITATION**

1.1 This Bylaw may be cited as the “Jasper Sewer and Drainage Bylaw”.

**2. DEFINITIONS**

2.1 In this Bylaw:

2.1.1 “*Air*” shall mean the atmosphere but, except in a storm drain (or stormwater management facility) or as the context may otherwise require, does not include the atmosphere inside a constructed enclosure that is not open to the weather.

2.1.2 “*Air Contaminant*” shall mean any substance or odour whether gaseous, liquid, solid or a combination that is emitted into the air and that:

2.1.2.1 injures or is capable of injuring the health or safety of a Person,

2.1.2.2 injures or is capable of injuring property or any life form,

2.1.2.3 interferes or is capable of interfering with visibility,

2.1.2.4 interferes or is capable of interfering with the normal conduct of business,

2.1.2.5 causes or is capable of causing material physical discomfort to a Person, or

2.1.2.6 damages or is capable of damaging the environment.

2.1.3 “*Biomedical Waste*” shall mean biomedical waste as defined in “Guidelines for the Management of Biomedical Waste” established by the Canadian Council of Ministers of the Environment (CCME) and dated February 1992.

2.1.4 “*B.O.D.*” or “*Biochemical Oxygen Demand*” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five (5) days at 20 degrees C, expressed as milligrams per liter as determined by the appropriate procedure in “*Standard Methods*”.

2.1.5 “*C.O.D.*” or “*Chemical Oxygen Demand*” means the quantity of oxygen utilized in the chemical consuming capacity of inorganic or organic matter present in domestic or industrial wastewater, expressed as milligrams per liter as determined by the appropriate procedure in “*Standard Methods*”.

2.1.6 “*Council*” shall mean the Council of the Municipality of Jasper.

2.1.7 “*Contaminant*” shall mean any substance, whether gaseous, liquid, or solid, whether dissolved or suspended, or any wastewater quality parameter that, when present above a certain concentration in wastewater:

2.1.7.1 injures or is capable of injuring the health or safety of a Person;

2.1.7.2 injures or is capable of injuring Property or any life form;

2.1.7.3 interferes or is capable of interfering with the proper operation of a Sanitary Sewer System or a Storm Drainage System or a stormwater management facility;

2.1.7.4 causes or is capable of causing material physical discomfort to a Person; or

2.1.7.5 damages or is capable of damaging the environment.

2.1.8 “*Director*” means the Director of Environmental Services of the Municipality and includes any Person authorized to act for or in the name of the Director.

- 2.1.9 “*Discharge*” shall mean to directly or indirectly introduce a substance into a Sanitary Sewer System or a Storm Drainage System or stormwater management facility by spilling, disposing of, abandoning, depositing, leaking, seeping, pouring, draining, emptying, or by any other means.
- 2.1.10 “*Domestic Waste*” shall mean waste, sanitary waste and the water-carried wastes from drinking, culinary uses, washing, bathing, laundering or food processing which is produced on a residential Property, but not water from a domestic air conditioner.
- 2.1.11 “*Grab Sample*” shall mean a sample of water, waste water or stormwater collected at a particular time and place.
- 2.1.12 “*Lease*” shall mean a lease for the use and occupation of land in Jasper National Park of Canada duly issued by the Parks Canada Agency under the provisions of the Canada National Parks Act as amended.
- 2.1.12 “*Leaseholder*” shall mean a grantee or a person or other legal entity holding a valid lease or licence of occupation with the federal Crown for the use or occupation of land in Jasper National Park, and shall mean Canadian National Railway in respect of lots or land parcels held by Canadian National Railway, and shall mean Jasper National Park of Canada in respect of lots or land parcels held by the Crown.
- 2.1.13 “*License of Occupation*” shall mean a license of occupation for the use and occupation of land in Jasper National Park of Canada duly issued by the Parks Canada Agency under the provisions of the Canada National Parks Act as amended.
- 2.1.14 “*Municipal Manager*” shall mean the individual duly appointed to that position for the Municipality of Jasper at any given time and includes any Person authorized to act for and in the name of that individual.
- 2.1.15 “*Oil and Grease*” shall mean an organic substance or substances recoverable by procedures set out in Standard Methods or procedures authorized by the Municipal Manager and includes, but is not limited to, hydrocarbons, esters, fats, oils, waxes, and high-molecular weight carboxylic acids.
- 2.1.16 “*Owner*” shall mean any Person who is registered under the Land Title Act as the owner of land, or any other Person who is in lawful possession of land or who is in lawful possession or occupancy of any buildings situated on the land, or any Person who is the holder of a valid Lease or License of Occupation issued by Parks Canada for the land.
- 2.1.17 “*PCB*” shall mean any monochlorinated, dichlorinated, or polychlorinated byphenyl or any mixture that contains one or more of these.
- 2.1.18 “*Person*” shall mean and include an individual, society, partnership, or corporation.
- 2.1.19 “*Pesticides*” shall mean pesticides regulated under the Pesticide Control Act of Alberta.
- 2.1.20 “*pH*” shall mean the expression of the acidity or basicity of a solution as defined and determined by the appropriate procedure described in Standard Methods.
- 2.1.21 “*Pollution*” shall mean the presence in the environment of substances or contaminants that substantially alter or impair the usefulness of the environment.
- 2.1.22 “*Pool*” shall mean any water receptacle designed for decorative purposes or designed to accommodate more than one bather at a time and used for swimming or as a bath or hot tub.
- 2.1.23 “*Private Service Pipe*” shall mean the privately-owned underground pipe connecting a service pipe at or near the property line to the drainage and sanitary sewage system of a premises.
- 2.1.24 “*Prohibited Waste*” shall mean prohibited waste as defined in Schedule “B” to this Bylaw.
- 2.1.25 “*Property*” shall mean any land or building, or both, or any part thereof.
- 2.1.26 “*Property Line*” shall mean the legal surveyed boundary of a Property.
- 2.1.27 “*Radioactive Materials*” shall mean radioactive materials as defined in the Atomic Energy Control Act of Canada and Regulations under that Act.
- 2.1.28 “*Residential Property*” shall mean a property which is used primarily for the purpose of residence by Persons on a permanent, temporary or seasonal basis.
- 2.1.29 “*Sanitary Waste*” shall mean waste that contains human feces, urine, blood or body fluids originating from sanitary conveniences or other sources.
- 2.1.30 “*Sanitary Sewer Main*” shall mean the pipe, pipes or system of pipes to which Service Pipes are attached.

- 2.1.31 “*Sanitary Sewer System*” shall mean the pumping stations, pipes, property, and all other facilities for the collection and treatment of Sanitary Waste owned and operated by the Municipality of Jasper.
- 2.1.32 “*Septic Tank*” means any device or structure designed for the temporary storage of Wastewater.
- 2.1.33 “*Service Connection*” means connection of the Sanitary Sewer System or the Storm Drainage System to a Property to provide service for that Property.
- 2.1.34 “*Service Pipe*” shall mean the Municipality-owned pipe and fittings between a Property Line and the Storm Drainage System or Sanitary Sewer System.
- 2.1.35 “*Sewer Rates*” shall mean all sanitary sewer rates and charges levied and administered by the Municipality of Jasper pursuant to the Jasper Water and Sewer Rates Bylaw.
- 2.1.36 “*Sharps*” shall mean hypodermic needles, hypodermic syringes, blades, broken glass, and any devices, instruments or other objects which have acute rigid corners, edges or protuberances.
- 2.1.37 “*Special Permit*” shall mean a permit granted by the Municipality for the temporary use of an out-closet, or privy vault in the Town of Jasper.
- 2.1.38 “*Standard Methods*” shall mean the 1995, 19th edition of “Standard Methods for the Examination of Water and Wastewater” jointly prepared and published from time to time by the American Public Health Association, American Water Works Association, and the Water Environment Federation.
- 2.1.39 “*Storm Drain*” shall mean a drain or conduit for the collection and transmission of stormwater or uncontaminated water.
- 2.1.40 “*Storm Drainage System*” shall mean the pipes, connections, drain tiles, ditches, catch basins, and all other facilities used for the collection of storm drainage owned and operated by the Municipality of Jasper, and all accessories and appurtenances thereto.
- 2.1.41 “*Stormwater*” shall mean water resulting from natural precipitation from the atmosphere and which is intended to be transported in a Storm Drainage System or watercourse.
- 2.1.42 “*Substance*” includes any liquid, solid, or gas.
- 2.1.43 “*to Establish Service*” shall mean to enter into an arrangement for the collection of Sanitary Waste or Stormwater through completed Service Pipes.
- 2.1.44 “*to Sever Service*” shall mean to discontinue sanitary sewer or storm drainage service by cutting, removing or disconnecting service pipes in part or in whole.
- 2.1.45 “*Trucked Liquid Waste*” shall mean any Sanitary Waste that is collected and transported from the site where the waste originated by means other than Discharge to a sanitary sewer including, but not limited to, holding tank waste, septic tank waste, chemical toilet contents, and other sludges of organic or inorganic origin, but which does not include oil and grease from interceptors or traps.
- 2.1.46 “*Uncontaminated Water*” shall mean waste water with impurity levels that will not be harmful to health and may include cooling water and condensate drainage from refrigeration and air conditioning equipment and cooled condensate from steam heating systems, but does not include Stormwater.
- 2.1.47 “*Vacated Property*” shall mean vacant property or property that will not be inspected or occupied for a period in excess of 96 hours.
- 2.1.48 “*Waste*” shall mean any substance whether gaseous, liquid or solid, that is or is intended to be discharged or discarded, directly or indirectly, to a sanitary sewer, storm drain, watercourse or stormwater management facility.
- 2.1.49 “*Wastewater*” shall mean the composite of water and water-carried wastes from residential, commercial, industrial or institutional premises or any other source.
- 2.1.50 “*Wastewater Quality Parameter*” shall mean any parameter used to describe the quality of wastewater.
- 2.1.51 “*Water*” includes surface water, groundwater and ice.
- 2.1.52 Words importing the masculine gender only include the feminine gender whenever the context so requires and vice versa.
- 2.1.53 Words importing the singular shall include the plural or vice versa whenever the context so requires.

**3. AUTHORITY**

- 3.1 The Municipal Manager, subject to the control of the Council, shall have charge of all the various properties and works required for the supply to the Town of Jasper and its inhabitants of Sanitary Sewer service and Storm Drainage service and of the inspection and rating of all Properties supplied with Sanitary Sewer service, and of the supply of sanitary sewage treatment services to the Municipality of Jasper outside of the Town of Jasper by receiving sanitary waste at the Jasper Wastewater Treatment Facility.
- 3.2 The Municipal Manager, subject to the control of Council, shall have charge of all the various properties and works required for the supply to the Town of Jasper and its inhabitants of Storm Drainage services and, as appropriate, of the inspection and rating of all Properties supplied with Storm Drainage services.

**4. CONNECTION TO MAIN**

- 4.1 The Lessee of any Property in the Town of Jasper situated upon land abutting upon any street or public place wherein there is a Sanitary Sewer Main shall install in such Property connections with the Sanitary Sewer Main and such apparatus and appliances as may be required by the Municipal Manager to ensure, in the Municipal Manager's judgement, the proper sanitary condition of the Property.
- 4.2 No earth-pit privy shall be erected or used in the Town of Jasper.
- 4.3 No out-closet or privy vault shall be erected or used in the Town of Jasper unless under Special Permit from the Municipal Manager for special occasions or other temporary purposes.
- 4.4 The Lessee of any Property in the Town of Jasper situated upon land abutting upon any street or public place serviced by the Storm Drainage System shall, where required by the Municipal Manager, install in such Property such connections with the Storm Drainage System and such apparatus and appliances as may be required by the Municipal Manager to ensure, in the Municipal Manager's judgement, the proper drainage of the Property.

**5. ESTABLISHING SERVICE**

- 5.1 Any Person requiring Sanitary Sewer System services or Storm Drainage System services in respect of a lot in the Town of Jasper shall apply to the Municipal Manager in the fashion provided for by the Municipal Manager, and request that his premises be connected to the said system. The Municipal Manager shall provide for the premises to be connected to the Sanitary Sewer System or the Storm Drainage System provided:
- 5.1.1 that the Lessee or his authorized agent have paid the connection fee specified in Schedule B; and
- 5.1.2 that the Lessee or his authorized agent have submitted to the Municipal Manager a plan showing the specifications, location and invert elevations of the proposed Private Service Pipe and the Municipal Manager has approved that plan.
- 5.2 The installation of a Private Service Pipe shall not proceed until authorized by the Municipal Manager.
- 5.3 Owners of Properties with existing Private Service Pipes and existing Sanitary Sewer System or Storm Drainage System connections are required to install new connections at time of redevelopment unless:
- 5.3.1 the Municipal Manager approves the specifications, location and invert elevations of the existing facilities as appropriate for the development proposed; and
- 5.3.2 the Municipal Manager's inspection of the existing facilities indicates them to be of a quality and functionality acceptable to the Municipal Manager.
- 5.4 The Municipal Manager may specify a size and capacity of service to be brought by the Municipality to the Property Line of a Lessee to afford that Lessee a Sanitary Sewer System or Storm Drainage System connection. The cost of materials and installation of a size and capacity of service in excess of that specified by the Municipal Manager and in response to a request by the applicant Lessee shall be borne by the applicant Lessee.
- 5.5 A property shall be considered serviced once one connection has been made to the Sanitary Sewer System and, where required by the Municipal Manager, to the Storm Drainage System. Any further installations requested or necessitated by demolition, excavation, renovations or other works on the lands shall be paid for in their entirety by the Lessee.

**6. RESPONSIBILITY**

- 6.1 Responsibility for costs associated with the Sanitary Sewer System and the Storm Drainage System shall be apportioned as follows:

- 6.1.1 The Municipality shall be responsible for all expenses related to the installation, operation and maintenance of the Sanitary Sewer System and the Storm Drainage System within the Town of Jasper except for all parts of the Sanitary Sewer System and the Storm Drainage System located within the Property Lines of a Lessee or within the property lines of a parcel of land used and occupied by Parks Canada;
- 6.1.2 Outside the Town of Jasper, the Municipality shall be responsible only for those parts of the Sanitary Sewer System delivering Sanitary Waste from within the boundaries of the Town of Jasper to the Jasper Wastewater Treatment Plant and described in Schedule D, and for the Jasper Wastewater Treatment Plant and associated facilities contained within the boundaries of the land parcel described in Schedule E;
- 6.1.3 Outside the Town of Jasper, the Municipality shall be responsible only for those parts of the Storm Drainage System delivering Stormwater from within the boundaries of the Town of Jasper to the point of release of the Stormwater into the Athabasca River and described in Schedule F;
- 6.1.4 The expense incidental to the laying, connecting, disconnecting or repairing as herein provided, of Sanitary Sewer Mains and Private Service Pipes or of connections to the Storm Drainage System when such work is done by the Municipality within the Property Line, or the expense of superintending such work when it is done by any other Person, is payable to the Municipality by the Lessee on demand and if not paid may be collected forthwith in the same manner as Sewer Rates;
- 6.1.5 If any damage from any cause is done or allowed to be done within the Property Line of a Lessee in the Town of Jasper to any part of the Sanitary Sewer System or the Storm Drainage System, or their fittings or appurtenances, or to connections to the interior face of the outer walls of a building supplied with Sanitary Sewer Service or Storm Drainage Service, either by neglect or otherwise, or if a sanitary sewer becomes obstructed in any way between the inner surface of the wall of the building supplied and the Property Line, the Lessee of the lands shall forthwith repair the same to the satisfaction of the Municipal Manager and in default of so doing, the Municipality, its officers, agents, or servants may repair the same to the satisfaction of the Municipal Manager and charge the same to the Lessee and collect the same in the same manner as sewer rates; and
- 6.1.6 If any damage is done by the actions of a Lessee or his agent to the Sanitary Sewer System or the Storm Drainage System in any location in the Town of Jasper outside the Lessee's Property Line, either by neglect or otherwise, the Lessee shall forthwith repair the same to the satisfaction of the Municipal Manager and in default of so doing, the Municipality, its officers, agents or servants may repair the same to the satisfaction of the Municipal Manager and charge the same to the Lessee and collect the same in the same manner as Sewer Rates.
- 6.2 All materials utilized by the Lessee in the construction, installation, or repair of a Sewer Service connection or as required in Section 6.1 herein shall correspond in all particulars with the materials used by the Municipality and any materials prescribed by the Municipal Manager.
- 6.3 When the connecting, disconnecting or repairing of the Private Service Pipe between the Property Line and the building serviced is done by a Person other than an officer, employee or agent of the Municipality, that Person shall notify the Municipal Manager who shall cause the work to be inspected and the connection, disconnection or repair of the Private Service Pipe between the Property Line and the building serviced shall be left uncovered until it has been inspected and approved.
- 6.4 In case any blockage, either wholly or in part, of the sewage system is caused by reason of failure, omission or neglect by the Lessee, the said Lessee concerned therein shall, in addition to any penalty for infraction of the provisions hereof, be liable to the Municipality for all costs of clearing such blockage and for any other amount for which the Municipality may be held legally liable because of such blockage.
- 7. PROHIBITED WASTE**
- 7.1 Prohibited waste shall be as determined by the Municipal Manager, as approved by the Council, and as listed in Schedule A.
- 7.2 No Person shall:
  - 7.2.1 place or deposit any Prohibited Waste into or in the vicinity of any intake to the Sanitary Sewer System or the Stormwater Drainage System;
  - 7.2.2 by action or neglect, cause or allow the entry of Prohibited Waste into any intake of the Sanitary Sewer System or the Storm Drainage System; and
  - 7.2.3 place or deposit into or in the vicinity of any intake to the Sanitary Sewer System or the Stormwater Drainage System, or by action or neglect, cause or allow the entry into any intake of the Sanitary Sewer System or the Storm Drainage System of any water or Waste or Wastewater

containing substances in such concentrations as are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such a degree that the sewage treatment plant effluent cannot, during normal operation, meet the requirement of the agency having jurisdiction over the quality of discharges to the receiving waters.

- 7.3 Grease, oil and sand interceptors of a type, quality, capacity and character satisfactory to the Municipal Manager shall be provided where so directed by the Municipal Manager on commercial lots for each restaurant, hotel, motel, garage, gasoline service station, vehicle repair facility and vehicle and equipment washing establishment in the Town of Jasper.
- 7.4 Where, in the opinion of the Municipal Manager, grease, oil and sand interceptors are necessary to prevent the entry of grease, oil or sand into the Sanitary Sewer System or the Storm Drainage System from commercial premises other than those described in Section 7.3, or are necessary for the proper handling of flammable waste or other harmful ingredients, the Lessee shall provide interceptors of a type, quality, capacity and character satisfactory to the Municipal Manager.
- 7.5 All interceptors referenced in sections 7.3 and 7.4 above shall be so located as to be readily and easily accessible for cleaning and inspection, such location to be approved by the Municipal Manager. Where installed, all grease, oil and sand interceptors shall be maintained by the occupant at his expense in continuously effective operation at all times.
- 7.6 Any leaseholder of a lot on which the processing of photographic negatives or film occurs, or on which photographic images are processed or printed on photographic paper shall take all such steps necessary to ensure no photographic chemicals are caused to enter or allowed to enter any intake of the Sanitary Sewer System.
- 7.7 Any industrial wastewaters that in the opinion of the Municipal Manager are likely to damage or increase maintenance costs on the Sewer System or which may detrimentally affect the Sewer System or contaminate Water, shall be pre-treated to the extent required by the Municipal Manager to render them innocuous prior to discharge into the Sanitary Sewer System.

## **8. INSPECTION**

- 8.1 The Municipality may, by its officers, employees and agents enter upon any Property served or to be served with a sewer connection, to inspect the equipment installed thereon and for all purposes of inspection, compliance, installation and testing for the purposes of this Bylaw.

## **9. INTERFERENCE**

- 9.1 No Person shall in any way interfere with any stop cock, pipe or other sewer works appliance outside of his own premises. No Person except a Person authorized by the Municipal Manager, shall tap or make any connections whatsoever with any public pipes or mains, either in streets, or in lanes, or wherever located on public lands, or on private grounds.
- 9.2 No Person shall Discharge or allow or cause to be Discharged into the Sanitary Sewer System or the Storm Drainage System any Waste in a concentration or quality which may be or may become a health or safety hazard to personnel operating or maintaining the Sanitary Sewer System or the Storm Drainage System or which may interfere with the proper operation of those systems or which may injure or is capable of injuring the health of any person, property or life form.

## **10. DAMAGES**

- 10.1 The Municipality shall not be liable for damages:
- 10.1.1 caused by the breaking of any part of the Sanitary Sewer System, the Storm Drainage System or any attachment, accessory or appurtenance of those systems;
  - 10.1.2 caused by interference with the supply of any Sanitary Sewer Service or any Storm Drainage Service in connection with the repair or proper maintenance of those systems; or
  - 10.1.3 generally for any accident due to the operation of Sanitary Sewer System or the Storm Drainage System unless such accident is shown to be directly due to the negligence of the Municipality or its officers, employees or agents.

## **11. TRUCKED LIQUID WASTE**

- 11.1 Trucked Liquid Waste shall be accepted into the Sanitary Sewage System as follows:
- 11.1.1 The Municipal Manager shall designate a Sanitary Dump Station as the sole location in the Municipality for the receipt of Trucked Liquid Waste.

- 11.1.2 No Person shall contribute Trucked Liquid Waste or cause or allow the entry of Trucked Liquid Waste into any intake of the Sanitary Sewer System other than the Sanitary Dump Station designated for that purpose by the Municipal Manager.
- 11.1.3 Trucked Liquid Waste contributed to the Sanitary Sewage System shall be accepted at the designated Sanitary Dump Station when the vehicle in which it is delivered:
  - 11.1.3.1 bears commercial licence plates and registration;
  - 11.1.3.2 is capable of carrying a volume of Sanitary Waste equal to or greater than one-half (0.5) cubic meters; and
  - 11.1.3.3 is not a multi-passenger vehicle with a carrying capacity of 20 (twenty) Persons or more.
- 11.1.4 Any Person contributing Trucked Liquid Waste to the Municipality's designated Sanitary Dump Station shall be in possession of an active Septage Account satisfying in all respects the Municipality of Jasper's financial requirements for accounts in good standing.
- 11.1.5 The Municipal Manager may enter into and maintain a Septage Account with a Person who is not a carpet upholstery cleaner:
  - 11.1.5.1 on terms and conditions he may establish from time to time;
  - 11.1.5.2 on receipt of the Septage Account fee and on the basis of the fees for Trucked Liquid Waste described in Schedule B of this Bylaw; and
  - 11.1.5.3 when that Person meets the requirements established in the Septage Account and in this Bylaw.
- 11.1.6 The Municipal Manager may enter into and maintain a Septage Account with a Person who is a carpet upholstery cleaner on terms and conditions he may establish from time to time.
- 11.1.7 Every holder of a Septage Account shall provide to the Municipality, for every instance of contribution of Trucked Liquid Waste to the Sewer System at the designated Sanitary Dump Station, a completed Material Safety Data Sheet and such other information as the Municipal Manager, in his discretion, may require.

## **12. FEES**

- 12.1 Fees, rates and charges due and payable in connection with this Bylaw shall be:
  - 12.1.1 as described in Schedule B which forms part of and is attached to this Bylaw;
  - 12.1.2 due and payable upon invoicing; and
  - 12.1.3 in the case of overdue charges, collectible:
    - 12.1.3.1 in the same manner as municipal taxes; or
    - 12.1.3.2 by court action.

## **13. OFFENCES & PENALTIES**

- 13.1 Any Person who contravenes this Bylaw is guilty of an offence.
- 13.2 Persons contravening certain sections of this Bylaw shall be liable for the penalties set out opposite such section number in Schedule C hereto.
- 13.3 A notice or form commonly called an Offence Ticket having printed wording approved by the Municipal Manager, may be issued by a Bylaw Enforcement Officer to any Person alleged to have breached any provision of this Bylaw, and the said notice shall require the payment to the Municipality in the amount specified in this Bylaw.
- 13.4 An Offence Ticket shall be deemed to be sufficiently served:
  - 13.4.1 if served personally on the accused; or
  - 13.4.2 if mailed to the last known address of the accused Lessee, licensee or occupant.

- 13.5 Any Person found in contravention of a provision of this Bylaw and who does not comply with the directions of the Chief Bylaw Enforcement Officer in correcting the violation under this Bylaw is guilty of an offence and the Municipality, its officers, agents, or servants may correct the same to the satisfaction of the Municipal Manager and charge the same to the Lessee and collect the same in the same manner as sewer rates.
- 13.6 Any Person found in contravention of a provision of this Bylaw and who does not comply with the directions of the Chief Bylaw Enforcement Officer in correcting the violation under this Bylaw may be charged with an offence under this Bylaw for each 24 (twenty four) hour period during which the violation continues, and each individual charge shall have the same force, effect and penalty as the first charge laid for the violation.
- 13.7 In addition to any other remedy available to the Municipality for non-compliance with this Bylaw, the Municipality may correct the violation and the costs incurred therefore shall be paid to the Municipality upon demand and failing payment, may be collected as a debt due to the Municipality.
- 13.8 No Person shall unlawfully dispose of Sanitary Waste or Trucked Liquid Waste other than into the Sanitary Sewer System and as specified in this Bylaw.

**14. STORM DRAINAGE SYSTEM**

- 14.1 No Person shall place or deposit into or in the vicinity of any intake to the Storm Drainage System or by action or neglect, cause or allow the entry into any intake of the Storm Sewer System of any:
- 14.1.1 Prohibited Waste;
- 14.1.2 Contaminant;
- 14.1.3 Domestic Waste;
- 14.1.4 Sanitary Waste;
- 14.1.5 Oil and Grease; or
- 14.1.6 Trucked Liquid Waste.
- 14.2 No Person shall Discharge or allow or cause to be Discharged into the Storm Drainage System any substance except Stormwater, and water resulting from the provision of municipal services such as street flushing, fire extinguishing activities and from traditional personal domestic activities such as lawn watering and car washing.

**15. SEVERANCE**

- 15.1 If any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, then that provision shall be severed from the remainder of this Bylaw and all other provisions of this Bylaw shall remain valid and enforceable.

**16. COMING INTO EFFECT**

- 16.1 This Bylaw shall come into force and effect on the final date of passing thereof.
- 16.2 If any provision herein is adjudged to be repugnant to any federal regulation or legislation, this Bylaw shall continue in full force and effect but any such repugnant provision shall be of no force or effect until such time as the repugnancy is removed by repeal or amendment of the federal legislation or regulation.

**GIVEN FIRST READING THIS 11<sup>th</sup> DAY OF JUNE A.D., 2002**

**GIVEN SECOND READING THIS 9<sup>th</sup> DAY OF JULY A.D., 2002**

**GIVEN THIRD AND FINAL READING THIS 13<sup>th</sup> DAY OF AUGUST A.D., 2002**

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Mayor

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Municipal Manager



## SCHEDULE "A"

### PROHIBITED WASTE

Prohibited Waste shall mean:

#### 1. Excessive Strength Wastes

Any non-domestic waste having a B.O.D. in excess of 500 milligrams per litre as analysed in a one-day composite sample, 1000 milligrams per litre as analysed in a 2-hour composite sample, and 2000 milligrams per litre as analysed in a grab sample.

Any non-domestic wastes having a C.O.D. in excess of 750 milligrams per litre as analysed in a one-day composite sample, 1500 milligrams per litre as analysed in a 2-hour composite sample, and 3000 milligrams per litre as analysed in a grab sample.

Any non-domestic wastes containing suspended solids in excess of 600 milligrams per litre as analysed in a one-day composite sample, 1200 milligrams per litre as analysed in a 2-hour composite sample, and 2400 milligrams per litre as analysed in a grab sample.

#### 2. Biomedical Waste

Any of the following categories of Biomedical Waste: human anatomical waste, animal waste, untreated microbiological waste, waste sharps and untreated human blood and body fluids listed in "Risk Group 4" as defined in "Laboratory Biosafety Guidelines," published by Health and Welfare Canada and dated 1990.

#### 3. Air Contaminant Waste

Any waste which, by itself or in combination with another substance, is capable of creating, causing or introducing an air contaminant, causing air pollution outside any storm sewer or stormwater management facility, or is capable of creating, causing or introducing an air contaminant within any storm sewer or stormwater management facility which would prevent safe entry by authorized Personnel.

#### 4. Flammable or Explosive Waste

Any waste, which by itself or in combination with another substance, is capable of causing or contributing to an explosion or supporting combustion in any storm sewer, watercourse or stormwater management facility, including but not limited to, gasoline, naphtha, propane, diesel, fuel oil, kerosene or alcohol.

#### 5. Obstructive Waste

Any waste which by itself or in combination with another substance is capable of obstructing the flow of, or interfering with the operation, performance or flow of any storm sewer, watercourse or stormwater management facility, including but not limited to, earth, sand, sweepings, gardening or agricultural waste, ash, chemicals, paint, metal, glass, sharps, rags, cloth, tar, asphalt, cement-based products, plastic, wood, waste portions of animals, fish or fowl and solidified fat.

#### 6. Corrosive Waste

Any waste with corrosive properties which, by itself or in combination with any other substance, may cause damage to any storm sewer or stormwater management facility or which may prevent safe entry by authorized Personnel.

#### 7. High Temperature Waste

Any waste which, by itself or in combination with another substance, will create heat in amounts which will interfere with the operation and maintenance of a storm sewer or stormwater management facility;

Any waste which will raise the temperature of waste discharged by a storm sewer, watercourse or stormwater management facility by 2 degrees Celsius or more;

Any waste with a temperature of 40 degrees Celsius or more at the point of discharge.

#### 8. PCBs, Pesticides

Any waste containing PCBs or pesticides.

#### 9. Pool Water

Any water from a pool containing chlorine or chloramine in concentrations higher than an amount to be determined by the Municipal Manager from time to time.

**10. Radioactive Waste**

Any waste containing radioactive material that, prior to the point of discharge into a storm sewer or watercourse, exceeds radioactivity limitations as established by the Atomic Energy Control Board of Canada.

**11. pH Waste**

Any waste which, prior to the point of discharge into a storm sewer or watercourse, has a pH lower than 6.0 or higher than 9.0 as determined by either a grab sample or composite sample.

**12. Dyes and Colouring Material**

Dyes or colouring materials which produce in a grab sample or composite sample a colour value greater than or equal to 50 true colour units, or that causes discoloration of water to such an extent that the colour cannot be determined by the visual comparison method as set out in Standard Methods, except where the dye is used by the Municipality as a tracer.

**13. Miscellaneous**

Any waste which by itself or in combination with another substance:

- (a) constitutes or may constitute a health or safety hazard to any Person; and/or
- (b) causes pollution in any storm sewer, watercourse or stormwater management facility.

**14. Disinfectant Process Water**

Any water from a waterworks containing residual chlorine or chloramine remaining from the disinfection of the waterworks or any part of the waterworks, but which does not include water containing chlorine or chloramine ordinarily added to a supply of potable water by the Municipality.

**15. Non-domestic Wastes**

Any non-domestic waste which, at the point of discharge into a sewer, contains any substance, in a combined or uncombined form, with a concentration in excess of the levels set out below. All concentrations are expressed as total concentrations, which include both dissolved and undissolved substances.

Substance	Expressed as	One Day Composite Sample	Two Hour Composite Sample	Grab Sample
Concentrations in milligrams per liter				
Aluminum	Al	50.0	100.0	200.0
Arsenic	As	1.0	2.0	4.0
Boron	B	50.0	100.0	200.0
Cadmium	Cd	0.2	0.4	0.8
Chromium	Cr	4.0	8.0	16.0
Cobalt	Co	5.0	10.0	20.0
Copper	Cu	2.0	4.0	8.0
Cyanide	Cn	1.0	2.0	4.0
Iron	Fe	10.0	20.0	40.0
Lead	Pb	1.0	2.0	4.0
Manganese	Mn	5.0	10.0	20.0
Mercury	Hg	0.05	0.1	0.2
Molybdenum	Mo	1.0	2.0	4.0
Nickel	Ni	2.0	4.0	8.0

Phenols	-	1.0	2.0	4.0
Phosphorous	P	12.5	25.0	50.0
Silver	Ag	1.0	2.0	4.0
Sulphate	SO <sub>4</sub>	1500.0	3000.0	6000.0
Sulphide	S	1.0	2.0	4.0
Tin	Sn	5.0	10.0	20.0
Zinc	Zn	3.0	6.0	12.0

**SCHEDULE B**

**Specified Fees**

Camera work: sewer lines (includes labour, equipment and supplies)	\$150.00 / hr
New installations: residential or commercial	As per individual quote
Repairs: residential or commercial	As per individual quote
Connection fee (excluding necessary excavation and material)	
4 inch connection to property	\$120.00
6 inch connection to property	\$160.00
8 inch connection to property	\$250.00
Disconnection fee (excluding necessary excavation and material)	
4 inch connection to property	\$80.00
6 inch connection to property	\$120.00
8 inch connection to property	\$160.00
Sewer blockage removal (including labour, vehicle and equipment)	\$80.00

**SCHEDULE C**

**Specified Fines**

Section	Description	Amount
<b>CONNECTION TO MAIN</b>		
4.1	The Lessee of any Property situated upon land abutting upon any street or public place wherein there is a Sanitary Sewer Main failing to install in such building, connections with the main and such apparatus and appliances as may be required to ensure the proper sanitary condition of the building or premises.	\$1,000.00
4.2	Erecting or using an earth-pit privy, out-closet, or privy vault in the Town without having obtained a permit for special occasions or purposes.	\$250.00
<b>INTERFERENCE</b>		
9.1	A Person in any way interfering with appliance outside of his own premises.	\$500.00
9.2	A Person placing or depositing any injurious, noxious or offensive matter into or in the vicinity of any intake to the Sanitary System or Storm Drainage System.	\$5,000.00
<b>TRUCKED LIQUID WASTE</b>		
11.1.2	A Person contributing Trucked Liquid Waste septage or causing or allowing the entry of Trucked Liquid Waste septage into any intake of the Sanitary Sewer System other than the Municipality's designated Sanitary Dump Station.	\$,1000.00
11.1.4	A Person contributing Trucked Liquid Waste septage or causing or allowing the entry of Trucked Liquid Waste septage into any intake of the Sanitary Sewer System while not in possession of a valid Septage Account.	\$5,000.00
<b>STORM DRAINAGE SYSTEM</b>		
14.1.1	A Person contributing Prohibited Waste or causing or allowing the entry of Prohibited Waste into any intake of the Storm Drainage System.	\$5,000.00
14.1.2	A Person contributing any Contaminant or causing or allowing the entry of any Contaminant into any intake of the Storm Drainage System.	\$1,000.00
14.1.3	A Person contributing Domestic Waste or causing or allowing the entry of Domestic Waste into any intake of the Storm Drainage System.	\$500.00
14.1.4	A Person contributing Sanitary Waste or causing or allowing the entry of Sanitary Waste into any intake of the Storm Drainage System.	\$5,000.00
14.1.5	A Person contributing Oil and Grease or causing or allowing the entry of Oil and Grease into any intake of the Sanitary Sewer System.	\$5,000.00
14.1.6	A Person contributing Trucked Liquid Waste or causing or allowing the entry septage of Trucked Liquid Waste into any intake of the Storm Drainage System.	\$10,000.00

**SCHEDULE D**

Those parts of the Sanitary Sewer System outside the Town of Jasper, delivering Sanitary Waste from the Town of Jasper to the Jasper Waste Water Treatment Plant, and the responsibility of the Municipality of Jasper:

Those parts of the Sanitary Sewer System included in the description “all carrying lines and related operational elements” contained in Schedule C of the Agreement for the Establishment of Local Government in Jasper, June 13<sup>th</sup>, 2001, and extending from the Town boundary to the Jasper Waste Water Treatment Plant.

**SCHEDULE E**

Legal description of the parcel of land within which is located the Jasper Waste Water Treatment Facility:

Parcel GG, W1/2 Section 22 Township 45, Range 1 W6M.

**SCHEDULE F**

Those parts of the Storm Drainage System outside the Town of Jasper and delivering Stormwater from the Town of Jasper:

Those parts of the Storm Sewer System included in the description “the storm sewer system comprised of five separate systems with an inventory which can be described, more or less as follows: 9.4 kilometers of mains, catch basins and manholes” contained in Schedule C of the Agreement for the Establishment of Local Government in Jasper, June 13<sup>th</sup>, 2001, and extending from the Town boundary to the ends of the system.