

**THE CORPORATION OF THE CITY OF KENORA  
BY-LAW NUMBER 145 - 2006**

**A BY-LAW TO AMEND BY-LAW NUMBER 168-2004 TO ENACT  
REGULATIONS AND TO ESTABLISH CHARGES FOR THE USE, OPERATION  
AND MAINTAENANCE OF A SYSTEM OF WATER WORKS AND SEWAGE  
WORKS IN THE CITY of KENORA.**

---

**WHEREAS** Council adopted By-law Number 168-2004 on the 20<sup>th</sup> day of December, 2004; and

**WHEREAS** Council has deemed it necessary and expedient to amend By-law Number 168-2004 to incorporate roles and responsibilities respecting the maintenance and operation of grinder pumps; and

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the City of Kenora hereby enacts as follows:-

1. THAT Clause 5.10 be deleted and replaced with:

5.10 Grinder Pumps

5.10.1 In this section:

"pump" means a grinder pump installed and used at a residential premises in accordance with the applicable By-laws in effect at the time of installation, and utilized to convey waste water into the municipal sewage system, and

"owner" includes the occupant of property.

5.10.2 All pumps on private property are the property of the owner of such property, and except as hereinafter specifically provided, the owner shall be responsible for the cost of installation, operation, maintenance, and repair of such pump.

5.10.3 Every owner of premises shall ensure that each pump is equipped with a warning light and an audible alarm located inside the residence to warn of any failure in the pump or its control systems.

5.10.4 Every owner of premises equipped with a pump shall test the warning system regularly, and in any case at least every six months.

5.10.5 Every owner of premises shall, immediately upon becoming aware of a pump failure or loss of electrical power, shut off all sources of water which may drain into the pump, and ensure that no further discharge is made into the waste water system until the pump has been repaired or electricity has been restored.

5.10.6 The City of Kenora shall provide maintenance, including replacement pumps as required, to all pumps within the corporate limits of the City of Kenora, provided that:

i) The owner of the premises has advised the City of Kenora of a pump failure and has requested the City of Kenora to repair same, and has signed an authorization and indemnity in a form to be approved by the clerk for the City of Kenora,

ii) The owner agrees to reimburse the City of Kenora for repairs necessary to complete the work which may be ancillary to the pump and therefore not the responsibility of the City of Kenora; and the owner agrees to reimburse the City of Kenora for any repairs deemed by the operations manager for the City of Kenora to arise from negligent use or misuse of the pump, including the discharge of any improper material into the waste water system, and

iii) The owner arranges to have a responsible person present at the premises to permit the City's employees or agents access to the property and premises as may be required to effect the repair.

5.10.7 Notwithstanding any other provision herein, the City of Kenora shall not be responsible for:

i) Electrical charges for the operation of any pump or any heating systems;

ii) Maintenance, repair, or replacement of the electrical system on private property, except for the electrical control panel supplied with the pump, any alarm systems associated with the pump and the wiring inside the pump compartment.

iii) Maintenance, repair, or replacement of pipes leading to the pump or leading from the pump located on private property.

- 5.10.8 The owner of premises utilizing a pump shall notify the City of Kenora Sewer and Water Department immediately upon becoming aware of a pump failure.
- 5.10.9 The owner of property on which a pump is located shall be responsible in the event of a discharge of sewage into the environment, for any clean up costs, and any necessary notification of the Ministry of the Environment.
- 5.10.10 The owner of property on which a pump is located shall be responsible for the costs of any restoration of landscaping, shrubs, trees, grass and other improvements to property which may be damaged by the City or its agents or employees in the course of pump maintenance, repairs, or replacement.
- 5.10.11 Any amounts payable by an owner to the City of Kenora under this section shall be due and payable within 30 days of the presentation of the City of Kenora invoice, and failing payment, such amount may be added to the tax roll and collected in like manner as municipal taxes.

- 2. That Schedule “E” being a Sewage Grinder Pump Repair Authorization form be added;
- 3. THAT this By-law shall come into force and take effect upon third and final reading thereof.

**BY-LAW read a First and Second Time this 23rd day of October, 2006.  
 BY-LAW read a Third and Final Time this 23<sup>rd</sup> day of October, 2006.**

**THE CORPORATION OF THE CITY OF KENORA:-**

**per \_\_\_\_\_ D. Canfield MAYOR**

**per \_\_\_\_\_ P. Grouda D/CLERK**

**SCHEDULE "E"**

**CORPORATION OF THE CITY OF KENORA  
SEWAGE GRINDER PUMP REPAIR AUTHORIZATION**

I, \_\_\_\_\_, being the owner/tenant of the premises located at \_\_\_\_\_, in the City of Kenora, hereby request and authorize the City of Kenora to repair the sewage grinder pump on the premises in accordance with City of Kenora By-law No. \_\_\_\_\_.

I acknowledge the following terms and conditions of the repair:

1. Title to any repaired or replaced pump will be with the owner of the property.
2. The repair will be at the expense of the City of Kenora, unless it is determined that the failure of the pump was due to negligent use, in which case the cost of the repair will be my responsibility at the usual City of Kenora rates.
3. In the event that any spill of sewage has occurred prior to the repair, it is my responsibility to notify the Ministry of the Environment and to take any required measures to clean up the spill.
4. I agree to provide the City of Kenora with reasonable access to the premises and to the property for purposes of repair.
5. I agree that the City of Kenora will not be responsible for restoration of landscaping or plants damaged in the course of repair.
6. I agree that I will not permit any effluent into the sewage system until notified by the City of Kenora that the system is repaired and ready to use.

\_\_\_\_\_

Date

\_\_\_\_\_

Homeowner/Tenant Signature