



To Whom It May Concern

Re: Aquatera Utilities Septic Receiving Station and Sump Facility

Enclosed in this letter is an Account Application Form, Sump/Septic/Restaurant Grease Materials Disposal Policies and Procedures document. Aquatera is requesting our customers to complete the application form and provide a Corporate Search or a copy of the Corporate Annual Return to confirm name, active status, and Directors with signing authority on behalf of the company. The Corporate Search is obtainable at any Licence & Registry Office for a fee.

Septic and sump orientation will be provided for first time users.

Aquatera will require one manifest for **every** load of septic, sump, and restaurant grease material per consignee at the Grande Prairie Wastewater Treatment Facility. Aquatera also requires that all companies complete and submit Aquatera manifests only. Manifest forms can be obtained directly at the Treatment Plant facility or electronically on the Aquatera website www.aquatera.ca.

Please be advised that the current rate for septic disposal and sump disposal are available on our website at www.aquatera.ca. Invoicing will be sent out monthly and is due within 30 days. Accounts in payment default may be closed without notice.

Restaurant grease can be disposed of at our **Sump Disposal Site ONLY** for the interim. The current rate for restaurant grease disposal is available on our website a www.aquatera.ca. Restaurant grease must be clearly stated on the manifest form.

Due to discharges of inappropriate material, Aquatera has a random sampling and analysis program to determine the characteristics of the sump and septic material being discharged. Bylaw C-1139 Schedule C outlines the concentration and limits for materials that are discharged into the sanitary system. In the event that the lab analysis shows a sample that exceeds these limits, Aquatera will issue penalties in accordance with Bylaw C-1139 Schedule C, Section 25.01 and may suspend the company's ability to use these facilities. Account suspension can also occur if there is a lack of identification of specific loads on the manifest form (i.e. grease).

If you have any questions, please email treatment@aquatera.ca or call 780.532.3996.

Sincerely,

Water and Wastewater Operations Manager

Mail completed and signed application to: Aquatera Utilities Inc. 11101 104 Avenue Grande Prairie, Alberta T8V 8H6

F: 780.357.5920
E:accounts.receivable@aquatera.ca

Office use only:

Customer ID: _____

Reviewer: _____

Date Application Accepted: _____

- For technical questions related to this application, please call 780.532.3996.
- Definitions used in this application can be found in the Treatment Facilities' Sump/Septic/Restaurant Grease Materials Disposal Policies and Procedures ("**Policies and Procedures**").
- This application, if accepted by Aquatera, is intended to create legal relations. Please read the Policies and Procedures prior to completing this application.

SECTION A- GENERAL INFORMATION			
Customer:	(the " Customer ")		
	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
Head Office Address:			
Corporate/ Owner(s) Names:			
Person to contact concerning this application:	Name:		
	Title:		
	Tel:		
	Fax:		
	Invoice By:	<input type="checkbox"/> Mail	<input type="checkbox"/> Email
The proposed wastewater material consists of:			The proposed discharge is from an industrial or commercial source:
			<input type="checkbox"/> Yes
The Customer has received a copy of the <u>Policies and Procedures</u> governing the disposal of Wastewater materials at the Treatment Facilities and agrees to comply with the disposal terms and conditions established therein.		(Initial)	
The Customer, its employees, agents and contractors shall not dispose of any material into the Treatment Facilities in an amount, concentration or level or at a rate of release that may impair the integrity, operation or performance of the Treatment Facilities.		(Initial)	

The Customer agrees to pay the rates effect at the time of disposal as established by Aquatera. (Charges are subject to change without notice. If your application is granted, Aquatera will establish an account and invoice you monthly for corporate wastewater disposal.)	(Initial)
The Customer agrees to pay interest on overdue accounts as set forth in City of Grande Prairie Bylaw C-747A.	(Initial)
The Customer is in full compliance with and has paid in full all amounts outstanding under the <i>Workers' Compensation Act</i> (Alberta).	(Initial)

SECTION B – VEHICLE DATA (Attach separate sheet if necessary)

	Make/Model/Year	Vehicle Identification No.	License No.	Capacity (Gallons)	90° Elbow Fitting (Y or N)	Hose Extension (Y or N)
1.						
2.						
3.						
4.						
5.						
Name/Address of owner/ lease holder of vehicles:						
Name of Insurance Broker:						
	(Attach a copy of the Insurance Certificate including General Liability and Vehicle Insurance)					

SECTION C – ADDITIONAL TERMS RESPECTING CORPORATE WASTEWATER SERVICES ACCOUNT

- In the event that the Customer's use of or delivery of wastewater material to the Treatment Facilities causes Environmental Contamination requiring clean-up, reclamation, or restoration, or causes a breach of the Policies and Procedures and/or any applicable Legislation, the Customer shall fully indemnify and hold harmless Aquatera for any costs, charges and expenses whatsoever (including legal fees on a solicitor and his own client basis incurred in defending or settling any actions, suits, claims or demands, and including costs, charges and expenses to reclaim or restore the Treatment Facilities to acceptable standards) which may be incurred or paid by Aquatera in consequence of such contamination or breach.
- This agreement may be terminated by Aquatera at any time on 10 days' written notice sent by registered mail addressed to the Customer at the last known billing address.
- This agreement may be terminated by Aquatera immediately if, in its sole opinion, the:

- Customer discharges wastewater into the Treatment Facilities which:
- (a) causes a health or safety hazard to an Aquatera Utilities Inc. employee;
 - (b) causes damage to or a dangerous condition in the Treatment Facilities;
 - (c) causes the sludge from the Treatment Facilities to fail to meet criteria relating to contaminants for spreading sludge on agricultural lands under the Applicable Legislation; and
 - (d) causes the Treatment Facilities' effluent to contravene any requirement by or under the Applicable Legislation.
4. This agreement may be terminated or temporarily suspended by Aquatera at any time where, in the opinion of Aquatera a situation arises which causes or may cause a threat or danger to any person, property, plant or animal life or waters.
5. This agreement may be terminated or temporarily suspended by at its option without notice for non-payment of account within 30 days of invoice date. Aquatera may require the Customer to fully pay any and all outstanding liabilities, however incurred, and post a security deposit in an amount to be determined by Aquatera, acting reasonably, prior to restoring corporate wastewater services.
6. Any termination of this agreement shall not operate to relieve the Customer from any liability to Aquatera arising either before or after the date of termination.
7. This agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors and assigns.

SECTION D - CERTIFICATION

I certify and acknowledge that:

- **I am a legal signatory for the Customer and have the authority to bind the Customer.**
- **The information listed here is true, accurate and complete.**
- **I have read and understood the Policies and Procedures.**
- **The proposed wastewater materials are not considered to be toxic or hazardous under any Applicable Legislation and are suitable for disposal in the Treatment Facilities.**

Print Name:		Witness:	
Title:			
Signature: (On behalf of the Customer)		Date:	

Aquatera's Water and Wastewater Treatment Facility is located in the City of Grande Prairie. It is approximately 2 km south of 68th Avenue on 100th Street located in the County Industrial Park (5306 100 Street).

OPERATIONAL HOURS AND AFTER HOURS DUMP

The Aquatera Wastewater Treatment Facility is open 24 hours 7 days a week.

ENVIRONMENTAL COMPLIANCE

All materials must comply with the requirements of the Applicable Legislation. For reference to these Policies and Procedures refer to Section 25 of Schedule C of City of Grande Prairie By-Law No. C-1139. The full By-Law may be obtained online at the City of Grande Prairie <http://www.cityofgp.com/index.aspx?recordid=155&page=788>

Any violation, contravention or breach of By-Law C-1139 may result in prosecution pursuant to Part VIII (Penalties) of the By-Law.

WASTEWATER DISPOSAL PROCEDURE

Wastewater disposal shall be in accordance with the following established procedures, which are subject to change without notice. Failure to comply with the waste water disposal procedures will result in the termination of Treatment Facilities privileges.

- Only Aquatera Manifests forms will be accepted.
- Failure to complete the Manifests form in full will result in a double charge and or suspension of dumping privileges.
- Upon arrival at the Treatment Facilities place manifests form in provided containers.
- Provide for the weighing or other measuring of the material.
- Only Permitted Wastewater is accepted.
- Storm water may not be disposed of in the Treatment Facilities.
- Treatment Facilities staff will, at random and for analysis purposes, obtain a sample of the material being dumped.
- The dumping sites must be kept clean. Any costs associated with any cleanup, deemed necessary by Aquatera, shall be the borne by the Hauler responsible for creating the untidy condition.
- **No Hauler may dispose of any material into the Treatment Facilities in an amount, concentration or level or at the rate of release that may impair the integrity, operation or performance of the Treatment Facilities.**
- All Haulers using the Treatment Facilities shall follow all Alberta Occupational Health and Safety Regulations and while on Aquatera premises wear a hard hat, and safety toe shoes or boots.
- All placarded vehicles are strictly prohibited from dumping at the Aquatera Water/Waste Treatment Facility. Immediate suspension of dumping privileges will result.
- No smoking is permitted on Aquatera premises.

SUMP DUMP

- All sump materials will be dumped at the northwest corner of the northeast cell or as directed by Treatment Facility staff.
- Treatment Facility staff will randomly accompany Haulers to the sump dump to ensure that the established procedures are being followed.
- Aquatera will allow for **restaurant grease** to be disposed of at our **sump disposal site ONLY**, on an interim basis.
- Restaurant grease material must be stated on the manifest form.
- **Any spill must be reported to the Treatment Facility staff.**

SEPTIC DUMP

- All septic materials will be dumped at the Septic Receiving Station adjacent to the Treatment Facility.
- Treatment Facility staff may accompany all Haulers to the Septic Receiving Station to ensure that the established procedures are being followed.
- Only one Hauler at a time may use the Septic Receiving Station.
- **Any spills must be reported to the Treatment Facility Staff.**

DEFINITIONS

“Applicable Legislation” means the:

- (a) *Environmental Protection Enhancement Act*, R.S.A. 2000, c. E-12;
- (b) *Wastewater and Storm Drainage Regulation*, Alta. Reg. 119/1993;
- (c) *City of Grande Prairie By-Law C-1139: ‘The City of Grande Prairie Aquatera Utility By-Law’*; and
- (d) *Nuclear Safety and Control Act*, S.C. 1997, c. 9),

as amended from time to time, or any statute or statutes substituted therefore;

“Aquatera” means Aquatera Utilities Inc.

“Corporate Hauler” means a corporation, partnership, or sole proprietorship that has applied for corporate pump-out privileges and has been granted a Corporate Hauler number by Aquatera.

“Environmental Contamination” means the presence of foreign materials, chemicals, Polluted Waste or Hazardous Waste in the environment in concentrations that cause impairment of or damage to the environment, human health or safety or property.

“Hauler” means any person who intends to use the Treatment Facilities for the purpose of disposing of Wastewater, and includes Corporate Haulers.

“Hazardous Waste” shall mean:

- (a) A hazardous chemical as defined by the *Environmental Protection and Enhancement Act* (Alberta) and regulations thereunder;
- (b) Any waste which contains a nuclear substance as defined by the *Nuclear Safety and Control Act* (Canada) and regulations thereunder;
- (c) Any waste which contains trichlorophenol, tetrachlorophenol, pentachlorophenol, free cyanides or polychlorinated biphenyls;
- (d) Any liquid waste which contains arsenic, cadmium, chromium, lead, mercury, nickel, selenium or thallium concentrations greater than 99 milligrams per kilogram;
- (e) Any liquid waste which contains an organic solvent in concentration greater than 999 milligrams per kilogram;
- (f) Any pesticides, herbicides, explosives, quick lime, sewage sludge, septic tank pumpings, oil, combustible liquids, batteries, poisons, acids, caustics; or
- (g) Any container used to transport any such waste and any other waste which presents an unusual disposal problem for reasons of health or safety.

“Permitted Wastewater” means wastewater that **does not** include any Hazardous Waste or Polluted Waste.

“Polluted Waste” means material or water that is contaminated with wastes in excess of that permitted by By-Law C-1139.

“Treatment Facilities” means the land, buildings, equipment and other facilities used by Aquatera for the collection, treatment and disposal of Wastewater.

“Wastewater” means a combination of water-carried wastes from residences, business buildings, institutions, industries and other establishments, together with such ground, surface, storm waters as may be present.

“Wastewater Manifest” means the form provided to Haulers by Aquatera containing:

- (a) Hauler information;
- (b) Description of wastewater material;
- (c) The Hauler’s certification; and
- (d) The Hauler’s signature.