

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

BETWEEN:

**SYLVAN LAKE REGIONAL WASTEWATER COMMISSION**  
(hereinafter collectively referred to as the "Commission")

-and-

\_\_\_\_\_  
(the "Authorized Carrier")

**AUTHORIZED CARRIER AGREEMENT**

WHEREAS:

- A. The Commission is the owner and operator of the Commission Wastewater System;
- B. Pursuant to the Wastewater Services Agreement, the Commission has agreed to receive Wastewater from the Customer, and through the works and services of the Town of Sylvan Lake transmit, treat and dispose of the Wastewater received from the Customer; and
- C. Pursuant to the Wastewater Hauling Agreement, the Authorized Carrier has agreed to receive Wastewater from the Customer, and deliver the Wastewater to the Commission at the Commission Receiving Station;
- D. In order for the Authorized Carrier to be entitled to access to the Commission Receiving Station, the Commission has required that the Authorized Carrier enter into this Agreement with the Commission to enable it to deliver Wastewater to the Commission from Parcels of Land located within the municipal boundaries of the Customer.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, terms, covenants and conditions contained herein, the parties hereto agree as follows.

**ARTICLE 1 - DEFINITION**

1.1 In this Agreement:

- (a) "Agreement" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- (b) "Alberta Environment" means the Alberta Ministry of Environment;
- (c) "Commission Receiving Station" means the Wastewater receiving station(s) owned and operated by the Commission and identified within **Schedule "A"** attached to this Agreement

- (d) **Commission Wastewater System** means the Commission Receiving Station, together with all Wastewater lagoons, collection and transmission system owned and operated by the Commission which includes all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations and metering facilities wherever located;
- (e) **Force Majeure** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- (f) **Non-Permitted Substance** means any substance at a concentration or mass loading that:
- (i) is not contemplated by or exceeds the limits found in the Commission's permits or approvals issued by Alberta Environment;
  - (ii) violates any applicable legislation or regulations in force from time to time; or
  - (iii) is listed as such within the Wastewater Requirements or is present in quantities that exceed the parameters listed within the Wastewater Requirements;
- (g) **Parcel of Land** has the meaning as defined in the *Municipal Government Act*, RSA 2000, c. M-26;
- (h) **Standard Operating Procedures** means those standard operating procedures and guidelines established from time to time by the Commission with respect to the operation of the Commission Wastewater System including, without restriction, the operation of, access to, and deposit within the Commission Receiving Station forming part of the Commission Wastewater System;
- (i) **Standard Safety Procedures** means those standard safety procedures and guidelines established from time to time by the Commission with respect to the operation of the Commission Wastewater System;
- (j) **Term** means that period commencing on the Effective Date and ending on \_\_\_\_\_ 20\_\_\_\_, subject to earlier termination as set forth herein;
- (k) **Wastewater** means any and all wastewater that:
- (i) is the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation or other domestic purposes;
  - (ii) originates from one or more Parcels of Land within the Customer's municipal boundaries;
  - (iii) contains no Non-Permitted Substances; and
  - (iv) otherwise complies with the Wastewater Requirements;;

- (l) **“Wastewater Requirements”** means the requirements, limits, and criteria respecting the quality of Wastewater received at the Commission Receiving Stations, established from time to time by:
- (i) the Commission;
  - (ii) the Town of Sylvan Lake, to the extent that all or any portion of the Wastewater received from the Authorized Carrier is ultimately transmitted, treated or disposed of under agreement between the Commission and the Town of Sylvan Lake, or
  - (iii) the City of Red Deer, to the extent that all or any portion of the Wastewater received from the Authorized Carrier is ultimately transmitted, treated or disposed of under agreement between the Commission and the City of Red Deer;
- as may be established by policy, municipal bylaw or otherwise, and communicated to the Authorized Carrier by the Commission, which requirements shall include, without restriction, those set forth within **Schedule “B”** attached to this Agreement; and
- (m) **“Wastewater Services Agreement”** means that certain Wastewater Services Agreement Dated \_\_\_\_\_, 2011, between the Customer and the Commission.

## ARTICLE 2 - PREAMBLE AND SCHEDULES

**2.1** The parties hereby confirm and ratify matters contained and referred to in the Preamble to this Agreement and agree that the same and various schedules hereto are expressly incorporated into and form part of this Agreement.

**2.2** The schedules to this Agreement are as follows:

<b>Schedule “A” -</b>	Commission Receiving Station; and
<b>Schedule “B” -</b>	Wastewater Requirements.

## ARTICLE 3 - DISPOSAL OBLIGATIONS OF THE COMMISSION

**3.1** The Commission shall:

- (a) accept Wastewater that is delivered to the Commission Receiving Station by the Authorized Carrier during the regular business hours of the Commission and transmit, treat and dispose of, or cause to be transmitted, treated and disposed of, the Wastewater in accordance with the Standard Operating Procedures, Standard Safety Procedures, applicable environmental licenses and applicable legislation or regulations in force from time to time;
- (b) take all reasonable steps to provide notice to the Authorized Carrier of any:
  - (i) proposed new or amended Standard Operating Procedures, Standard Safety Procedures and regulations applicable to the obligations of the parties hereto as soon as practicable following their proposal;

- (ii) new or amended Standard Operating Procedures, Standard Safety Procedures and regulations applicable to the obligations of the parties hereto within one (1) month following their passage or establishment; and
  - (iii) amendments or alterations to the Standard Operating Procedures and Standard Safety Procedures;
- (c) at its sole cost and expense, maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction with respect to the operation of the Commission Wastewater System; and
- (d) provide coded pass cards to the Authorized Carrier, to permit it access to the Commission Receiving Station.

#### **ARTICLE 4 - OBLIGATIONS OF THE AUTHORIZED CARRIER**

**4.1** The Authorized Carrier shall:

- (a) only deliver Wastewater to the Commission Receiving Station that has originated from a Parcel of Land within the municipal boundaries of the Customer or from other customers identified in writing by the Commission, and that conforms to the Wastewater Requirements;
- (b) conform to the Standard Operating Procedures and Standard Safety Procedures;
- (c) maintain and carry in each and every vehicle belonging to the Authorized Carrier a manifest in form and content acceptable to the Commission, in its unfettered discretion, and immediately deliver such manifest, or a true copy thereof, to the Commission upon arrival at the Commission Receiving Station;
- (d) execute and comply with any road use agreement which may be required by the local municipality within which the Authorized Carrier carries on business; and
- (e) obtain and maintain, at its sole cost and expense, all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction including, but not limited to, Alberta Environment with regard to the obligations of the Authorized Carrier hereunder.

**4.2** The Authorized Carrier acknowledges that the Commission shall not be responsible for any payment, remuneration or fees that are due and owing to the Authorized Carrier for the services that it provides for the collection, transportation and delivery of Wastewater.

#### **ARTICLE 5 - INSURANCE**

**5.1** Throughout the Term, at its sole cost and expense, the Authorized Carrier shall take out and keep in full force and effect the following insurance:

- (a) comprehensive general liability insurance with inclusive limits of not less than Two Million

(\$2,000,000.00) Dollars per occurrence;

- (b) automobile liability insurance on all vehicles used to deliver the Wastewater that are owned, operated or licensed either by the Customer or the Authorized Carrier, with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence for bodily injury, death, and property damage;
- (c) worker's compensation coverage for all personnel who are involved in the collection, transport and delivery of Wastewater in accordance with the laws of the Province of Alberta; and
- (d) any other form of insurance that the Commission or the Authorized Carrier may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure.

**5.2** All policies shall be taken out with insurers and shall be in a form acceptable to the Commission, acting reasonably. Certificates of insurance and summary reports relating to each insurance policy acceptable to the Commission shall be delivered by the Authorized Carrier to the Commission as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Commission in writing of any material change, cancellation or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation or termination thereof.

**5.3** If the Authorized Carrier fails to maintain the currency of any policy contemplated by this Article 5, without prejudice to any of its other remedies pursuant to this Agreement, the Commission will have the right to obtain such insurance policy as contemplated in this Article 5 at the sole expense of the Authorized Carrier, which expense shall be payable by the Authorized Carrier to the Commission on demand.

**5.4** The acquisition and maintenance by the Authorized Carrier of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the Authorized Carrier under this Agreement.

#### **ARTICLE 6 - INDEMNITY BY AUTHORIZED CARRIER**

**6.1** Subject to the requirements of this Article 6, the Authorized Carrier shall be liable for and shall defend, indemnify and keep indemnified and save harmless the Commission, its directors, officers, employees, contractors, agents and representatives (the "Indemnified Parties") from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, suits and proceedings, of whatever kind or nature, which the Indemnified Parties may sustain, pay or incur or which may be alleged or made against the Indemnified Parties, and whether or not incurred in connection with any action or other proceedings or claims or demands made by a third party against any or all of the Indemnified Parties, relating to the acceptance, transmission, treatment and disposition of Wastewater received at the Commission Receiving Station, including, without in any way limiting the generality of the foregoing:

- (a) the cost of defending, counter-claiming or claiming against third parties;
- (b) any costs, liabilities or damages to be paid arising out of a judgment;

- (d) any costs, liabilities or damages to be paid arising out of a settlement of any action or matter entered into by the Commission, with the prior written consent of the Authorized Carrier, such consent not to be unreasonably withheld by the Authorized Carrier; the cost of repair, clean-up or restoration paid or payable by the Indemnified Parties and any fines levied against the Indemnified Parties pursuant to the *Environmental Protection and Enhancement Act* (Alberta);
- (e) matters related directly or indirectly to any violation of the *Environmental Protection and Enhancement Act* (Alberta) or any other statute, regulation or other guidelines; and
- (f) matters relating to the misconduct, wilful action or wilful failure to act, negligent action or negligent failure to act, as the case may be, of the Authorized Carrier and/or any of those persons for whom the Authorized Carrier is responsible at law.

**6.2** The Commission shall give to the Authorized Carrier written notice of any liability, loss, costs, damages, legal fees, disbursements, fines, penalties, expenses, actions, claims, demands and proceedings for which the Indemnified Parties may be liable and which are within the scope of Section 6.1, as soon as practicable after the Commission becomes aware of the same and the delivery of such notice will be deemed to constitute demand for the Authorized Carrier to defend, indemnify and keep indemnified and save harmless the Indemnified Parties pursuant to Section 6.1 hereof. The Authorized Carrier and the Commission shall consult and co-operate:

- (a) in determining whether a claim or any legal proceedings resulting therefrom should be defended, compromised or settled; and
- (b) in each such defence, compromise and settlement and the Commission shall continue to defend or resist any claim for which indemnification is sought, if so requested by the Authorized Carrier.

Neither party hereto shall settle or compromise any claim without the prior written consent of the other party, which consent which shall not be unreasonably withheld. The Commission may elect, by notice to that effect to the Authorized Carrier, not to have the Authorized Carrier resist any such claim, and, in such event, the Authorized Carrier shall be released from all obligations to make payment to the Indemnified Parties on account of the particular claim. The provisions of this Article 6 are in addition to and shall not prejudice any other rights of the Commission at law or in equity.

**6.3** The indemnifications set forth in Section 6.1 hereof shall survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

**6.4** The indemnifications set forth in Section 6.1 hereof shall not apply for the benefit of any of the Indemnified Parties to the extent that the liability referred to is determined by:

- (a) agreement between the Commission and the Authorized Carrier or;
- (b) a court of competent jurisdiction

to have arisen out of any wilful act or omission or negligent act or omission of any of the Indemnified Parties. For the purposes of this Section 6.4, wilful act does not include the receipt, transmission, treatment and disposition of Wastewater by the Commission in accordance with this Agreement.

## **ARTICLE 7 - ENVIRONMENTAL LIABILITY**

7.1 In the event that:

- (a) any legislation, regulations or by-laws are violated, or
- (b) the limits found in the Commission's permits, licenses, consents or approvals are exceeded;  
or
- (c) the Commission becomes aware of the existence of any liability or potential liability pursuant to any legislation or regulations in force from time to time having application to either of the parties, or the subject matter of this Agreement; or
- (d) the Wastewater contains any Non-Permitted Substance,

without prejudice to any other remedy which the Commission may have against the Authorized Carrier, the Commission may:

- (e) take whatever steps as are reasonably necessary to rectify the situation contemplated in this Section, and in such event the costs of taking such steps as are reasonably necessary to rectify such situation plus an administrative charge of twenty (20%) percent of such costs, shall be payable by the Authorized Carrier to the Commission on demand; and
- (f) in addition to all remedies available to the Commission, including, without limitation, the remedy in Section 7.1(e) hereof, after providing:
  - (i) firstly, verbal notice to the Authorized Carrier of the Commission's intention to refuse to accept delivery of Wastewater; and
  - (ii) secondly, written notice to the Authorized Carrier of the Commission's intention to refuse to accept delivery of Wastewater;

refuse further delivery of Wastewater from the Authorized Carrier.

## **ARTICLE 8 - DEFAULT**

**8.1** Prior to the expiry of the Term, this Agreement may be terminated by either party (the "Notifying Party") upon notice to that effect delivered to the other party (the "Defaulting Party"), if:

- (a) the Defaulting Party makes an assignment of its assets for the benefit of its creditors (other than as security for indebtedness not yet due and owing) or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any relevant jurisdiction;
- (b) a petition in bankruptcy is filed and presented against the Defaulting Party;
- (c) a receiver, receiver and manager, custodian or similar agent is appointed in relation to the Defaulting Party;
- (d) a receiver, receiver and manager, custodian or similar agent takes possession of any property or business of the Authorized Carrier;

- (e) the Defaulting Party seeks protection of the *Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act* or like legislation;
- (f) the Defaulting Party ceases or threatens to cease to carry on its business;
- (g) the Defaulting Party suffers the permanent loss of any permit, license or approval issued by Alberta Environment or any other party with the authority to issue such permit, license or approval necessary to permit the Defaulting Party to carry out its obligations pursuant to this Agreement; or
- (h) the Defaulting Party neglects or fails to observe, perform or comply with any of its obligations pursuant to this Agreement including, without limitation, an event contemplated in Article 7 "Environmental Liability", and such failure continues for a period of thirty (30) days following the date of receipt of a notice to that effect from the Notifying Party provided that if such neglect or failure is not capable of being cured within thirty (30) days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by the Defaulting Party and the Defaulting Party has not commenced to cure such neglect or failure within the said thirty (30) day period or has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time in accordance with this Agreement,

and such termination shall not limit in any way, the Notifying Party's recourse to any remedies to it available at law, equity or otherwise and in no event shall the Defaulting Party be relieved of any of its obligations accruing prior to the effective date of such termination.

**8.2** Notwithstanding any provision contained herein to the contrary, prior to the expiration of the Term, this Agreement may be terminated by either party by delivery of written notice to the other party to that effect, such termination to become effective ninety (90) days after the delivery of such written notice.

**8.3** Notwithstanding any provision contained herein to the contrary, if the Wastewater Agreement expires or is terminated, this Agreement shall be deemed to have been terminated effective as at the same date and time that the Wastewater Agreement expires or is terminated without any requirement for notice by one party to the other.

**8.4** Notwithstanding any provision contained herein to the contrary, the Commission may terminate this Agreement upon delivery of written notice to the Authorized Carrier to that effect if the Authorized Carrier delivers or attempts to deliver to the Commission Receiving Station any:

- (a) Non-Permitted Substance;
- (b) effluent of any nature or water that is not potable water that did not emanate from a Parcel of Land located within the municipal boundaries of the Customer.

## ARTICLE 9 - FORCE MAJEURE

**9.1** If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided that, in such event, such party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.

## ARTICLE 10 – GENERAL

### **10.1** Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (in this Section 10.1, the 'Notice') required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (c) below; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
  - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
  - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received six days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven days prior to the commencement of such postal interruption or seven days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

**10.2**            Address for Notices

Whether except as herein otherwise provided. Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or ten days after the same has been mailed in a prepaid envelope by single registered mail to:

(a)    **the Authorized Carrier:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attention:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

(b)    **the Sylvan Lake Regional Wastewater Commission:**

**Address:**        4926-50th Avenue, Sylvan Lake, AB  
                      T4S 1A1

**Attention:**

**Phone:** (403) 887-2141

**Fax:**     (403) 887-3660

or to such other address as each party may from time to time direct in writing.

10.3 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

10.4 Time of Essence

Time shall be of the essence of this Agreement.

10.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

10.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of principal and agent or of partnership, employer and employee, or joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between two parties at arm's length.

10.7 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

10.8 Agreement Entire Relationship

The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Authorized Carrier and the Commission.

10.9 Further Assurances

The parties and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

10.10 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

10.11 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act on the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**10.12** Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the Effective Date.

**10.13** Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

**10.14** Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

**10.15** Survival

The provisions contained in Article 6 herein shall survive the expiry or termination of this Agreement for the benefit of the party relying upon the same and shall not be merged therein or therewith.

**10.16** Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

**10.17** Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

**10.18** Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

**10.19** Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

**10.20** Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent not to be unreasonably withheld.

IN WITNESS WHEREOF the parties have executed this Agreement effective as at the date first above written.

**SYLVAN LAKE WATEWATER COMMISSION**

Per: \_\_\_\_\_

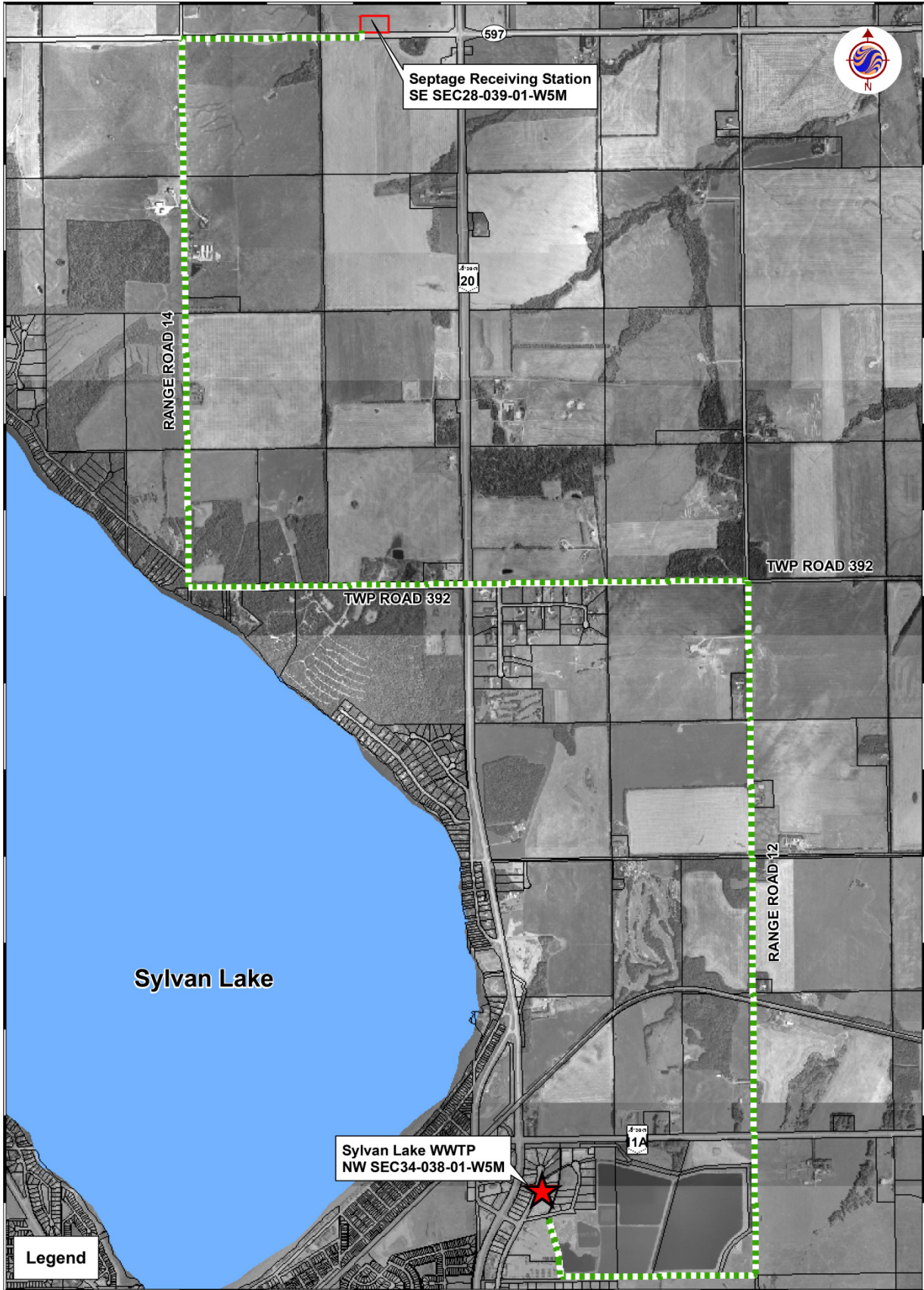
Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**SCHEDULE "A"**

**Commission Receiving Station**



Legend



Stantec Consulting Ltd.  
 600, 4808 Ross Street  
 Red Deer AB Canada  
 T4N 1X5  
 Tel. 403.341.3320

**Sanitary Transmission Pipeline  
 Septage Receiving Station to Sylvan Lake WWTP**

**SYLVAN LAKE REGIONAL  
 WASTEWATER COMMISSION**

Client/Project 113928144-03  
 SYLVAN LAKE REGIONAL  
 WASTEWATER COMMISSION  
 SANITARY PIPELINE  
 Figure No. 1  
 Title SANITARY PIPELINE  
 May, 2010

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**SCHEDULE "B"**

**Wastewater Requirements**

**A. Limits of Substances:**

<b>CONTAMINANTS</b>	
Biochemical Oxygen Demand (B.O.D.)	1,000.00 mg/L
Chemical Oxygen Demand (C.O.D.)	2,000.00 mg/L
Non-Filterable Residue	1,000.00 mg/L
Oil & Grease	500.00 mg/L
Suspended Solids	1,000.00 mg/L
Total Kjeldahl Nitrogen (T.K.N.)	500.00 mg/L
pH	less than 5.5 or greater than 10.0
Total Phosphorus as Phosphates	30.00 mg/L
<b>INORGANIC CONSTITUENTS</b>	
Aluminum	50.00 mg/L
Anitmony	1.00 mg/L
Arsenic	1.00 mg/L
Barium	3.00 mg/L
Boron	1.00 mg/L
Cadium	0.05 mg/L
Cadmium	0.10 mg/L
Chlorine (free chlorine)	5.00 mg/L
Chromium	1.00 mg/L
Chlorinated Hydrocarbons	0.02 mg/L
Copper	0.50 mg/L
Cyanide	1.00 mg/L
Fluoride	1.00 mg/L
Lead	1.00 mg/L
Manganese	1.00 mg/L
Mercury	0.10 mg/L
Molybdenum	5.00 mg/L
Nickel	0.50 mg/L
Total Pesticides	0.10 mg/L
Phosphorus	200.00 mg/L
Phenolic Compounds	0.10 mg/L
Selenium	1.00 mg/L
Silver	1.00 mg/L
Sulphate	1500.00 mg/L
Sulphide	1.00 mg/L
Thallium	0.50 mg/L
Zinc	1.00 mg/L
<b>ORGANIC COMPOUNDS</b>	
B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)	1.00 mg/L
Carbon Tetrachloride	0.20 mg/L
Chloroform	0.20 mg/L
Hydrocarbons	50.00 mg/L
Pentachlorophenois	0.20 mg/L

Phenols	1.00 mg/L
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**B. Non-Permitted Substances:**

1. Any liquid or vapour having a temperature higher than 75°C.
2. Any gasoline, solvents or similar products.
3. Any tar or other viscous material of mineral origin.
4. Any garbage that has not been shredded so as to pass through a 6mm screen.
5. Any ashes, cinders, wood, wood-shavings, sawdust, rags, sand, mud, straw, metal, glass, fiberglass, plastics, eggshells, feathers and improperly shredded paper or other solids.
6. Any water or wastes which contain material that will solidify or become viscous at temperatures between 5°C and 80°C.
7. Animal parts or wastes including, but not limited to:
  - a. Any manure or intestinal contents from horses, cattle, sheep, swine or poultry;
  - b. Hooves or toenails;
  - c. Intestines or stomach casings or animal body parts;
  - d. Bones;
  - e. Bristles and hair;
  - f. Hides or parts thereof;
  - g. Fat or flesh in particles larger than will pass through a 6mm screen;
  - h. Fleshings and hair resulting from tanning operations.
8. Wastewater which is in or is capable of being transformed into, two or more separate layers.
9. Substances other than those described herein that are prohibited or restricted from being discharged under any applicable Federal or Provincial Legislation and any amendments thereto.
10. Any noxious or malodorous gas or substance capable of creating a public nuisance including, but not limited to, hydrogen sulphide, mercaptans (thiols), carbon disulphides, other reduced sulphur compounds, amines, and ammonia.
11. Lime slurry and residues.
12. Any substance which, in the opinion of the Director of Public Works of the Town or designate:
  - a. is or may become harmful to any recipient watercourse or sewer system or part thereof;
  - b. may interfere with the proper operation of such sewer system or part thereof;
  - c. may impair or interfere with any wastewater treatment process; or
  - d. may become a hazard to persons, property or animals.