



Service Agreement for Wastewater Services

2024, 12th Avenue NW, Calgary, Alberta T2N 1J7
Phone BC (250) 558-9877
Accounting Phone (403) 289-3198
Accounting Fax (403) 289-3147
email: silverhawk@waterworks.ca
website: www.silverhawkutilities.com

Receipt of Service - As a condition of receiving Service from Silverhawk Utilities Inc., the Customer agrees to be bound by these Terms and Conditions and the attached Rate Schedule. Without limitation, the receipt of Service shall constitute acceptance by the Customer of all the provisions of these Terms and Conditions. The receipt of Service includes all undeveloped Vacant Lots that currently have a Sewer Connection ready to be connected to, and/or Reserved Capacity within the Sewer System. All fees subject to change without notice.

1. Wastewater Discharge Standards - No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into the Wastewater Collection System. This includes but is not limited to: A) Any waste for which a connection permit from Silverhawk Utilities has not been granted; B) Flammable, toxic or explosive substances; C) Toxic or poisonous substances; D) Strong acids or alkaline solutions; E) Solid or viscous substances; F) Substances having a temperature greater than one-hundred and eighty degrees Fahrenheit; G) Fats, wastes, greases or oils; H) Heavy metals; I) Phenols or odour/ taste producing substances; J) Radioactive wastes; K) Any wastes not susceptible to the type of treatment provided; L) Any industrial wastes; M) Any chlorinated matter; N) Any non-biodegradable materials such as sanitary napkins, tampons, tampon applicators, condoms, plastics, diapers etc.; O) Ammonia and ammonia based cleaner, powder laundry detergent and non bio degradable cleaners. Any contamination resulting from the failure to adhere to these Wastewater Discharge Standards will result in disconnection from the system. *Refer to Schedule "F" Restricted & Prohibited Wastewater of the Tariff for detailed Restricted Wastewater Standards.

2. Grease Traps & Sewer Interceptors - The Customer, at its expense, shall install a sewer interceptor to prevent the discharge of restricted waste into the Wastewater Works Sewer in the following circumstances; Grease and oil interceptors shall be installed for all food preparation facilities sufficient to prevent the discharge of grease and oil to the sanitary sewer system.

Grease, oil and sand interceptors shall be installed at all vehicle repair and maintenance establishments sufficient to prevent the discharge of grease, oil and sand to the sanitary sewer system

- **Installation** - Sewer interceptors shall be installed according to the following conditions; All interceptors shall be installed upstream of the Service Line and shall be located so as to be readily accessible for inspection and maintenance. At the time of connection, new services shall have installed an interceptor. For existing uses, an interceptor shall be installed within 90 calendar days of written notice from Silverhawk Utilities Inc. unless extended for good cause shown, which will be solely determined by Silverhawk Utilities Inc.

- **Maintenance** - The owner or occupier of any premises upon which an interceptor is installed shall maintain the interceptor in a serviceable condition at all times. Silverhawk Utilities Inc. at its sole discretion, may request that the owner or occupier of any premises upon which a grease, oil or sand interceptor is installed to provide records of maintenance of the interceptor.

3. Dumping and Drainage into Manholes - Kindly report any storm run off, trucks or persons dumping anything into a manhole. This can seriously affect the system and the rates charged to the homeowners. Please protect our system and help keep the rates down. Please contact our field staff at 250-558-9877.

4. Overdue Fees - Please keep your contact information current. Penalties for late payment will be charged at 1.5 % per month on all overdue accounts as is standard within the industry. Overdue accounts of more than 90 days will be disconnected from the sewer system and considered to have Lost Capacity within the Sewer System. See item 17 for information on disconnection. Overdue account customers are responsible for any and all costs, legal and collection fees that are incurred in order to collect invoiced fees and interest charges.

5. Client Setup Fee & Contact Information - The current rate to set up a Client Account with Silverhawk is \$50.00 per property. It is the responsibility of the homeowner to provide written changes of contact information to silverhawk@waterworks.ca. A Locate client fee of \$75.00 will apply if the information is not provided to the above email address.

6. Title Transfers & Sale of Property - Includes meter reading, preparing bill, communication with lawyers.

- 7 working day notice / only one meter reading trip required - \$75.00 fee
- 3 - 6 working day notice - \$110.00
- 1 - 2 working day notice - \$ 150.00

The property owner is responsible for all charges up to the date of the sale of the property and must inform the law firm and new owner of these charges against the property. It is the property owners responsibility to advise their lawyer to contact Silverhawk Utilities Inc. to obtain a final reading and billing. If this is not done the new owner will be responsible for all charges. The new owner can come back on the previous owner for these charges.

7. Roof Drain Fee & Storm Connection Fee - Purchasers and owners of properties at Silver Star Mountain are liable for any storm connections or management deficiencies that Silverhawk deems to exist on their property. We reserve the right to request the disconnection of any storm related service that is connected to the sanitary system at the property owner's expense. This activity is against the building plumbing code and is therefore an illegal connection.

8. Hot Tubs & Swimming Pools - All Hot Tubs and/or Swimming Pools are not to be discharged into the sanitary sewer system without prior written consent from Silverhawk Utilities Inc. No discharge into the sanitary sewer system is permitted during the peak spring run off period of April 1st to June 30th of every year. Failure to adhere to these regulations, discharging without written consent from Silverhawk Utilities Inc., or discharging during peak spring run off periods could result in serious damage to the sewer system and the environment due to excessive flows and will result in:

- Immediate physical disconnection from the sanitary sewer system.
- The property will have lost the rights to capacity in the sewer system. To reconnect, all applicable set-up and connection fees will be billed.
- Properties will be charged at a rate of \$150.00/m3 discharged illegally into the sewer system.

Silverhawk Utilities Inc. reserves the right to charge for any and all damages, including legal fees. If environmental impact results, the discharger and owner of the property will be subject to the appropriate laws and statutes.

9. Stormwater Infiltration - Storm waters are not to be pumped or discharged into the sanitary sewer system and into manholes. Properties with infiltration from storm water will be charged at 3x the current consumption rate for water. The amount of infiltration will be based upon readings from meters at the properties connection to the sanitary sewer system. Where a meter at the connection to the sanitary sewer system is not present, the amount of infiltration will be based on excess flow into the system. This amount will be equitably distributed across the properties responsible for the infiltration. In the event of an emergency where storm waters enter the sanitary sewer system, Silverhawk reserves the right to take immediate action. Any and all costs incurred by this action will be equitably distributed over the client base. Storm water draining into a manhole is not permitted. Please report this activity immediately.

10. Non-Operating Meter & Remote Readout Pad - It is imperative that you ensure that your meter is properly functioning and accessible at all times. If meter readings cannot be taken, the utility will be required to make assumptions on consumption. Consumption will be based on the maximum experienced in the same rate category. Meters should be checked and or replaced every 10 years. Tampering with a meter or failure to repair a meter will result in disconnection from the sewer system. In the event that a water meter and or remote readout pad is non-operational, misreading, non-existent or suspected to be faulty in any way, the Customer must replace or repair the water meter and or remote readout pad prior to initiating service on a newly developed property or a property acquired through a Title Transfer. Replacement of meters must be approved and inspected by the utility prior to removal or replacement. An hourly fee will apply.

11. Vacant Lot Fee - All undeveloped lots with Capacity in the sewer system will be charged a Vacant Lot Fee yearly. If the Vacant Lot Fee is not paid, Capacity in the system will be lost. To reinstate capacity, refer to item 13 Lost Capacity & Additional Capacity Hook-Up Fees. Receipt of Service includes all undeveloped Vacant Lots that currently have an available Sewer Connection, and/or Reserved Capacity within the Sewer System.

12. Renovations - Any existing dwelling (including garage), that undergoes a change that adds room for sleeping (pillows), must contact Silverhawk Utilities and request additional capacity.

13. Lost Capacity & Additional Capacity Hook-Up Fees - All R1 and R4 zoned lots have the capacity of 9.5 pillows. (11 pillows in Alpine Meadows Development) In the case of Lost Capacity or to initiate additional capacity within the system, all properties will be required to pay the current hook-up fee per pillow. The current Residential and Commercial Hook-up Fee is \$1,843.00 per pillow (Hook-up fees are subject to change without notice.) The following formula will apply: Studio/Bachelor = 4 pillows, 1 bedroom = 6 pillows, 2 bedroom = 8 pillows, 3 bedroom = 10 pillows, 4 bedroom = 14 pillows, 5 bedroom = 16 pillows. For pillow count purposes a separate room such as a den, office, media room, storage room (any room with potential sleeping room) will be considered a sleeping room and additional pillows will apply. Undeveloped space will be charge at maximum pillow count. A pillow is defined as a one person or one person equivalent sleeping area. Commercial units shall be determined on a case-by-case basis. For Commercial use please contact the Utility.

14. Wastewater Inspection Chamber - All new properties are required to install a wastewater inspection chamber in the Service Line at the property line or other acceptable location specified in writing by Silverhawk Utilities. Upon inspection by the Utility to conform compliance and acceptance of the installation, the wastewater inspection chamber shall become property of the Utility and be considered the Utility's Inspection Chamber. The Utility reserves the right to supply and install the wastewater inspection chamber and associated equipment, in which event the customer shall pay all related costs. The installation of the inspection chamber is subject to the following requirements:

- A separate wastewater inspection chamber for each property, as specified by Silverhawk
- The make and model of wastewater inspection chamber must be approved by Silverhawk
- The inspection chamber must be installed at the property line and will remain plugged until the Service has been inspected and approved by Silverhawk.
- And the inspection chamber must be protected from damage at all times.

15. Access - Employees and representatives of Silverhawk Utilities Inc. are entitled to enter all properties serviced by Silverhawk Utilities Inc. for meter reading, maintenance, sanitary and storm inspections, emergencies, potential safety issues, to remedy any problem where there is a potential for environmental damage, to disconnect a service for lack of payment or serious abuse of the service as determined solely by Silverhawk Utilities Inc.. At any time Silverhawk Utilities Inc. may request and the customer must comply within reasonable time to allow access into any residential or commercial building to inspect sanitary and or storm piping and systems, and to verify pillow counts.

16. Payment - All undisputed amounts are to be paid promptly or penalties will apply as per the above schedule. Any disputed amounts are to be reported within 10 days of receipt of the invoice. If no errors are found, interest will apply to all amounts owed including the disputed amounts. Payments will be applied to the oldest invoice or outstanding amounts first. In order to be eligible for the 15% discount- where applicable all old invoices and overdue fees must be cleared up first. Payments must reach us on or before the due date to qualify for the discount if applicable. Post-dated cheques are acceptable.

17. Disconnection - If an account remains unpaid after 90 days, or the property owner has violated regulations the property will be disconnected from the sewer system. Silverhawk Utilities Inc. will not be held responsible whatsoever for any damages caused by disconnection or interruption of service, which include but is not limited to, loss of revenues or interruption of business. Property owners will be responsible for any and all costs incurred to physically disconnect or reconnect to/from the sewer system. The property will have lost the rights to its Capacity in the Sewer System. To reconnect and reinstate Capacity, all applicable set-up and connection fees will be billed. Please refer to item 13 "Lost Capacity & Additional Capacity Hook-Up Fees" for the exact charge. Rates are currently \$1,843.00 per pillow (Hook-up fees are subject to change without notice.)

I hereby accept and agree to all the Terms and Conditions as provided within this agreement, and to contact Silverhawk Utilities Inc. prior to connecting to the sanitary sewer system to obtain and return a completed "Sewer Application & Inspection Report" along with the applicable Sewer Connection Fee at the current rate.

Date: _____

Property Address Civic: _____

Property Address Legal: _____

Owners Mailing Address: _____

Owners Phone Number: _____

Owners Email Address: _____

Print Owners Name: _____

Owners Signature: _____