

501 UTILITY AUTHORITY INC. CARRIER AGREEMENT

This AGREEMENT made in duplicate, effective this ____ day of January ____,

BETWEEN:

and the

501 Utility Authority Inc.
PO Box 285
Paradise Hill, SK S0M 2G0
admin@501utility.ca
[hereinafter referred to as the 'Utility']

WHEREAS the Carriers are required to enter into an Agreement with the 501 Utility Authority Inc. to utilize the Lagoon and/or truck dumps to dispose of liquid domestic sewage from within the Region; and

WHEREAS the Carriers are required to enter into an Agreement with the 501 Utility Authority Inc. to utilize the Lagoon and/or truck dumps to dispose of liquid domestic sewage from outside the Region;

Is it your intention to haul liquid domestic sewage to the Lagoon and/or truck dumps from outside the Region

YES

NO

WHEREAS the Utility Lagoon and truck dumps are designed for domestic liquid sewage only. All incoming product[s] must fall within strict compliance of this restriction. This includes, but is not limited to no agricultural, industrial, commercial, toxins, or non-biodegradable material. These materials are not permitted to be dumped at the facilities of the Utility.

TERM

The term of this permit shall commence on _____, 20__ and be continuous for three [3] years up to and including December 31, 20__, unless terminated as per *Section 11* of this Agreement or by Agreement of the Parties or a resolution of the Utility Board. Notice of Intent to continue this agreement should be submitted in writing no later than thirty [30] days prior to the expiration of this Agreement.

COVENANTS

1. The Carrier must hold any and all necessary permits and licenses as required and issued from the Saskatchewan Water Security Agency [WSA] and the Utility. The Utility acknowledges that a WSA *Permit to Haul* cannot be issued until this Agreement is executed by all parties.
2. The Carrier must supply to the Utility annually a copy of their current and valid Certificate of Insurance verifying a minimum coverage of two million dollars [\$2,000,000] of Commercial and General Insurance and Environmental Liability Insurance. The Carrier must also advise the Utility of any changes to the terms and conditions, or coverage limits within their policy. Copies of the Amending Endorsements from the Insurer must be provided to the Utility as soon as they take effect.
3. All approved Carriers will be supplied with an electronic access FOB[s] which is [are] the property of the Utility. There will be a refundable deposit of twenty dollars [\$20.00] for each FOB supplied by the Utility. The FOB[s] will be distributed by the Rural Municipality of Frenchman Butte No. 501.
4. A separate FOB is required for Carriers hauling domestic liquid sewage from outside the Region and the Carriers will be charged an additional fifty percent [50%] fee to discharge their loads at the Lagoon or truck dumps. These fees are based on a price per cubic meter and are set annually by the Rural Municipality of Frenchman Butte No. 501 Council.
5. The Utility reserves the right to conduct routine audits of specific Carriers to validate the source of the liquid waste intended for the Lagoon, as well as the time and date of hauling.
6. Carriers who do not pay property taxes to the Rural Municipality of Frenchman Butte No. 501, the Town of St. Walburg, or the Village of Paradise Hill will be required to pay an annual *Non-Resident Carrier Fee* of five hundred dollars [\$500.00], and to provide additional information to the Rural Municipality of Frenchman Butte No. 501. In order for a Carrier to be exempt from paying the *Non-Resident Carrier Fee*, the Carrier must provide the Rural Municipality of Frenchman Butte No. 501 with written proof of current property taxes paid to one of the Municipalities.
7. In the event that a FOB is lost, and a replacement is required, the Carrier will surrender the initial deposit and pay another twenty dollar [\$20.00] deposit to acquire a replacement FOB. If the lost FOB is found and can be reactivated, then the original fee will be refunded, and the FOB returned to the Rural Municipality of Frenchman Butte No. 501.

8. The accounts of all Carriers must be kept current at all times. The Rural Municipality of Frenchman Butte No. 501 will invoice the Carrier monthly based on the FOB readings.
9. Any account that does not remain in good standing, defined as not more than thirty [30] days in arrears, will result in that Carrier's privileges and account being suspended. When an account is suspended, the Carrier's FOB[s] (if the Carrier holds more than one) will be deactivated and rendered inoperable until the arrears are paid in full. When the arrears are paid in full, the account will be reopened. For this to occur, the Carrier must also pay a reactivation fee of one hundred and fifty dollars [\$150.00].
10. The locations where Carriers may dump domestic liquid sewage are as follows:
 - a. Four-cell aerated Lagoon SW 11-53-23-W3
 - b. Truck Dump, Rural Municipality of Frenchman Butte No. 501 PT. SW 11-53-24-W4
 - c. Truck Dump, St. Walburg SE 04-54-22-W3
11. The Utility shall have the right to terminate this Agreement without notice if:
 - a. The Carrier fails to observe and/or perform any of the conditions of this Agreement; or
 - b. Commits any breach of the provisions established by the Saskatchewan Water Security Agency; or
 - c. Breaches any reasonable orders governing the receipt of liquid domestic sewage as established by the Utility; or
 - d. Fails to follow any of the conditions of this permit.
12. Any breach of the covenants or conditions of this Agreement may result in the suspension of access rights to the 501 Utility Authority lagoon and/or truck dumps, or, in fact, the breach may result in the Cancellation of this Agreement altogether. Suspension or cancellation of this Agreement may be appealed in writing to the Utility Board within fourteen [14] days of the date of the cancellation. The Utility shall meet and provide a written response within forty-five [45] days of receipt of the appeal.



CARRIER AGREEMENT

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the _____ day of _____, 20__.

Carrier Name [Please Print]

Carrier Signature

**501 Utility Authority Inc.
Authorized Director**

**501 Utility Authority Inc.
Authorized Director**

For Office Use Only

Copies received [initial]:

- 1. Vehicle Registration & Commercial Auto Policy _____
- 2. General Liability Insurance Coverage _____
- 3. Environmental Insurance Coverage _____
- 4. WSA Permit to Transport & Dispose of Liquid Domestic Sewage _____

Date Approved: _____, 20__



SCHEDULE A – PERMISSION TO HAUL LIQUID WASTE

501 UTILITY AUTHORITY INC. CARRIER AGREEMENT PERMISSION TO HAUL LIQUID WASTE

Subject to the provisions of the Carrier Agreement, the 501 Utility Authority Inc. hereby grants a permit to remove liquid domestic sewage from residences, industrial enterprises, business, and commercial properties within the Region and from outside the Region and transfer this sewage to the Lagoon and/or truck dumps which are all owned and operated by the Utility, to:

'The Carrier' _____

Post Office Box / Street Address _____

City / Town / Village _____

Province _____ Postal Code _____

Telephone _____ Cellular _____

Email _____

Vehicle License[s]:

- | | | | | | | |
|----|-------|--------|-------|---------|-------|----|
| 1. | _____ | VOLUME | _____ | GALLONS | _____ | M3 |
| 2. | _____ | VOLUME | _____ | GALLONS | _____ | M3 |
| 3. | _____ | VOLUME | _____ | GALLONS | _____ | M3 |
| 4. | _____ | VOLUME | _____ | GALLONS | _____ | M3 |



SCHEDULE B – AGREEMENT RENEWAL

501 UTILITY AUTHORITY INC. CARRIER AGREEMENT

AGREEMENT RENEWAL

Subject to the provisions of the Carrier Agreement, the 501 Utility Authority Inc. hereby grants renewal, for a three [3] year term, of the existing permit to remove liquid domestic sewage from residences, industrial enterprises, business, and commercial properties within the Region and from outside the Region and transfer this sewage to the Lagoon and/or truck dumps which are all owned and operated by the Utility, to:

'The Carrier' _____

Post Office Box / Street Address _____

City / Town / Village _____

Province _____ Postal Code _____

Telephone _____ Cellular _____

Email _____

Vehicle License[s]:

- 1. _____ VOLUME _____ GALLONS _____ M3
- 2. _____ VOLUME _____ GALLONS _____ M3
- 3. _____ VOLUME _____ GALLONS _____ M3
- 4. _____ VOLUME _____ GALLONS _____ M3

**501 Utility Authority Inc.
Authorized Director**

**501 Utility Authority Inc.
Administrator**