



# Service Agreement for Wastewater Services

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**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 are 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-biodegradable cleaners; P) Any recreational vehicle waste, in any volume. 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, must 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 runoff, trucks, or persons dumping anything into a manhole. This can seriously affect the sanitary and storm water systems. Contact our field staff Jim Huffman @ 250-309-2827 or Keaton Brown @ 250-306-5232 and if possible, please take a picture of the offence and email it to our office.

**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 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. New Client Setup Fee & Contact Information** - The current rate to set up a New Client Account with Silverhawk is \$175.00 per property. It is the responsibility of the homeowner to provide written changes of contact information to [silverhawk@waterworks.ca](mailto: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, and 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 1<sup>st</sup> to June 30<sup>th</sup> of every year. Failure to adhere to these regulations, discharging without written consent from Silverhawk Utilities Inc., or discharging during peak spring runoff 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 to one of our Operators; Jim Huffman @ 250-309-2827 or Keaton brown @ 250-306-5232.

**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 older than 10 years must be replaced with a utility approved water meter. 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, R2 and R4 zoned lots have the capacity of 9.5 pillows (11 pillows in Alpine Meadows Development, 9.5 pillows x2 for specific duplex lots in The Ridge Developments). 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 Hook-up Fee is \$2,395.90 per pillow and the current Commercial Hook-up Fee will be determined on a case-by-case basis. (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.
- The inspection chamber must be protected from damage at all times. Do not allow trucks to drive over the inspection chamber. Damaged inspection chambers will be replaced at the owner's expense.

**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 access to the property within 24 hours 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 interest will apply as per item 4. Any disputed amounts are to be reported within 10 days of receipt of the invoice. Dispute resolution shall be conducted pursuant to the Dispute Resolution Procedure attached as Schedule "G" to this Sewer Tariff, the terms of which are hereby incorporated into this document. If no errors are found, interest will apply to all amounts owed including the disputed amounts. Silverhawk Utilities Inc. reserves the right to apply payments to such outstanding amounts in such order as it deems fit, however, payments shall be deemed to be made towards the oldest invoice and shall be deemed to be an acknowledgment of any amounts outstanding as of the date of the payment. Payments must be received on or before the due date to qualify for any applicable discounts and all arrears must be paid prior to being entitled to any applicable discounts. Further, by accepting the discount for prompt payment, the property owner hereby agrees to be bound by any new terms contained in the terms and conditions as may be amended from time to time. 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 \$2,395.90 per pillow. All fees are subject to change without notice.

**18. Annual Fixed Fee / Secondary Units** - An additional Annual Residential Fixed Fee will be charged per unit to properties on Silver Star Mountain that have two or more dwelling units. Under the Regional District of North Okanagan Building Bylaw No. 2670, 2015 Section 606 (2) it states; "Where a water connection is made at Silver Star Mountain to a duplex, or a single family dwelling and a suite, the owner shall install a water meter appliance to each dwelling unit." Regardless of whether or not there is physically a second meter on the property, a second fixed fee will be charged for all properties that are a duplex, or a single family dwelling and a suite.

**19. Annual Fixed Fee / Duplex Lots with Single Family Dwelling** - An additional Annual Residential Fixed Fee will be charged to properties on Silver Star Mountain where a Single Family Dwelling is built on a duplex lot, and the Capacity of the dwelling is greater than 9.5 pillows.

**20. Commercial Activity Fixed Fee** - When a property engages in the short-term-rental of the building, the demand placed on the sewer system exceeds that which is generally provided for within residential wastewater design. This increased demand will be classified much like a hotel or bed and breakfast, as it is no longer strictly residential use, but rather includes Commercial Activity. Starting in the 2020 service year, where a property is designated as Commercial Activity through the short-term rental of the building, or portion of it, they will be subject to a "Commercial Activity Fixed Fee". A Commercial Activity Fixed Fee will be charged per dwelling unit to properties on Silver Star Mountain that are involved in any aspect of advertising or facilitating the advertising of their unit for short-term rentals. For the 2020 Service Year, the Commercial Activity Fixed Fee will be an additional \$500.00 added to the Annual Residential Fixed Fee for any Dwelling Unit engaged in renting their property for short-term or seasonal rentals. All properties currently designated as Commercial (Hotels, Condos, etc.) will be assessed on a case-by-case basis.

**21. Unauthorized Connections** - All unauthorized connections to the Sewer System will be considered trespassing and violators will be prosecuted.

**22. Responsibility for Properties with Multiple Owners** - Where a property has multiple owners and each Unit is not serviced by its own Water and Wastewater Service Line (and whether the property has one or more Authorized Water Meters), all registered property owners shall be jointly and severally responsible (or the Strata Corporation, if applicable, shall be responsible) for the Wastewater bill. In these circumstances, all registered property owners are joint and severally liable for all Service. The registered property owners may designate in writing to the Utility, a prime contact and billing address for the Utility's wastewater bill and any Service charges.

**23. Sewage Backups for Properties on Silver Star Mountain** - It is the responsibility of the property owner to maintain and repair the sewer line that connects their property to the main sewer line. This includes any portion of sewer line that is located past the property line but before the main sewer line. The main sewer line is owned by Silverhawk Utilities. It is the responsibility of Silverhawk Utilities to maintain the main sewer line that carries waste and wastewater to the treatment plant. When a property experiences a sewage backup on Silver Star Mountain it is the responsibility of the homeowner to arrange and pay for a sewer cleaning contractor to clean your sewer. If the contractor cannot restore your sewer service due to a blockage, please contact our Silverhawk Utilities Silver Star office to help determine the location of the blockage and to oversee that the repair work is correctly completed. Any and all costs associated with the investigation and repair that are not the responsibility of Silverhawk Utilities will be invoiced to the homeowner as per Schedule "C" Service Charges.

**24. Statutory Right of Way (SRW) Registration** - As part of our provision of sewer services to properties located at Silver Star Mountain, Silverhawk Utilities Inc. requires the registration of a Statutory Right of Way ("SRW"). The SRW provides Silverhawk Utilities Inc. rights to service their Works (as defined by the SRW) as a condition of their providing services to the property. These works include the mainline connection point located on the property, but do not include the sewer line connection from the building to the mainline connection point. In most cases these Works are located within the setback areas of the property. In the event the property owner wishes to also register a plan area to define the Works, the property owner can have this plan prepared by a BC Land Surveyor at their expense following connection to the mainline.

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.

## PROPERTY INFORMATION

Date:

Property Address Civic:

Property Address Legal:

## OWNER INFORMATION

Owner's Mailing Address:

Owner's Phone #:

Owner's Email:

Owner's Name:

Owner's Signature