



# Yellowhead County

2716 - 1st Avenue, Edson, Alberta, Canada T7E 1N9  
Telephone 780-723-4800 or 1-800-665-6030, Facsimile 780-723-5066

## SEWAGE DUMPING AGREEMENT

**BETWEEN:** **YELLOWHEAD COUNTY**, a municipal authority incorporated under the laws of the Province of Alberta  
(hereinafter referred to as "Yellowhead")

**AND:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_  
(hereinafter referred to as the "Carrier")

1. Yellowhead and the Carrier agree as follows:
  - a) Prior to any dumping of sewage, the carrier must make prior arrangements with the Yellowhead Attending Agent by calling 1-780-900-7881 or a minimum of 3 hours in advance to schedule the discharge. At the time of discharge, the carrier must provide a completed manifest to the Attendant (Schedule "B" attached) prior to access being granted for discharge. The established fee for this service is \$148.84 per load for all commercial and/or industrial loads. In the event of an emergency, a carrier may call the Yellowhead Agent and request a discharge to be scheduled in less than 3 hours, but in such cases an additional fee of \$50.00 per load will be charged over and above the standard fee of \$148.84 per load. Regular hours of operation are 7:00 a.m. to 9:00 p.m.
  - b) Dumping to take place at designated areas at Robb, Evansburg, and Peers lagoon. Commercial and industrial loads will not be accepted at the Peers lagoon.
  - c) Dumping areas are to be kept clean and tidy at all times.
  - d) Dumping of domestic wastewater only will be permitted (see definition).
  - e) Anyone desirous of dumping industrial wastewater (see definition) must be able to verify (tests done by an independent laboratory) that it contains no hazardous waste as defined by the *Alberta Environment Protection and Enhancement Act* and Regulations in effect at the time of dumping. Yellowhead shall be in possession of these test results **before** dumping can take place.
  - f) During heavy snowfall conditions, lagoon sites receive low priority. They will only be plowed out when higher priority areas and roads are finished.
  - g) Anyone found abusing the privilege of using these sites will be denied access without notice.
  - h) Tanks used for the hauling of wastewater shall be used for domestic wastewater only and shall not contain any material or residue that may be considered harmful to the integrity of the wastewater system, a grab sample may be taken to ensure there is no contaminated waste. If contamination is found in any load, the carrier shall be responsible for all costs related to the lagoon clean up and site repairs. If a driver refuses to allow the Attendant to take a sample, further access will be denied.

**2. Definitions**

In this Agreement:

- a) **“CARRIER”** shall be a person who accepts waste or wastewater for transportation or transports waste or wastewater.
- b) **“DOMESTIC WASTEWATER”** means wastewater that 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, together with any infiltration and inflow wastewater and that is released into a wastewater collection system.
- c) **“COMMERCIAL AND INDUSTRIAL WASTEWATER”** means the composite of liquid wastes and water carried wastes from any non-residential source.
- d) **“INDUSTRIAL PLANT”** means all buildings, structures, process equipment, pipelines, vessels and storage and material handling facilities used on or for any activity designated as requiring an approval in the “Activities Designation Regulation”, including land that is used for the purposes of the activity.

3. This Agreement will commence on \_\_\_\_\_ and will expire on December 31, 2024.

4. The representative of the parties for this Agreement as designated by Yellowhead are:

- a) for Yellowhead: GM of Infrastructure and Planning Services
- b) for the Carrier: \_\_\_\_\_

Any notice required to be given by one party to the other can be given to the parties' representatives at the address set out above.

5. This Agreement incorporates the terms and conditions set out in Schedule A attached.

6. The parties have signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

**YELLOWHEAD COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

**CARRIER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

## **SCHEDULE "A"**

### **TERMS AND CONDITIONS OF AGREEMENT**

- 1.** The services of the Carrier shall be performed to the specifications and satisfaction of Yellowhead County.
- 2.** This Agreement shall not come into effect until signed by both parties.
- 3.** Failure to fulfill the conditions of this Agreement shall entitle Yellowhead County to terminate this Agreement without notice.
- 4.** The Carrier is an independent contractor and shall not for any purpose be a servant, employee or agent of Yellowhead County.
- 5.** Yellowhead may in his/her sole discretion delegate any duties, powers and functions relating to the provisions of this Agreement to any employee or agent of the County.
- 6.** This Agreement shall not be assigned without first obtaining the written consent of the County.
- 7.** The Carrier shall comply with:
  - a)** any Act of the Legislature of the Province and of the Parliament of Canada now in force or enacted after this time and any regulations enforced from time to time under such Acts that applies to the Carrier in respect of this Agreement; and,
  - b)** any by-law or resolution of the County which the carrier is lawfully subject to, that applies to the Carrier in respect of this Agreement.
- 8.** The Carrier acknowledges its responsibility either as a principal contractor, an employer or worker as defined in the Occupational Health and Safety Act, and that it will, as a condition of this Agreement, comply with the occupational Health and Safety Act and the regulations thereto.
- 9.** It is agreed that this written document contains the entire Agreement of the parties in regard to the matters dealt with and that no understandings or Agreements, verbal or otherwise, exist between the parties except as expressly set out.
- 10.** The validity and interpretation of this Agreement of each clause or part is to be governed by the laws of the Province of Alberta.
- 11.** Yellowhead County reserves the right to cancel this agreement at anytime due to operational requirements.

