



## APPLICATION TO DELIVER HAULED SEWAGE

**General Information:**

1. Information requested in this form is collected under the authority of the Corporation of the Village of Merrickville-Wolford Sewer Use Bylaw as amended from time to time and will also be used to evaluate applications for approval for the disposal of hauled sewage wastes.
2. The original application, a copy of the certificate of commercial general liability insurance showing the Corporation of the Village of Merrickville-Wolford and the Ontario Clean Water Agency as an additional insured party, a copy of an MOE Certificate of Approval/License (as required under Section 27 of the EPA) and any other required information must be sent to:

The Corporation of the Village of Merrickville-Wolford  
 317 Brock Street West  
 P. O. Box 340  
 Merrickville, Ontario, K0G 1N0  
 ATTN: Public Works Department

3. All municipal approvals shall be given to the client in writing from this department.

**1. Purpose of Application (check one):**

- New Permit                     
  Amend Valid Permit                     
  Renewal Application

**2. Client Information – please print**

Legal Permit Holder Name			Business Identification No.	
Operating Name		Permit Holder Representative(s)		
Business Address	Municipality	Province	Postal Code	
Mailing Address (if different from above)	Municipality	Province	Postal Code	
Telephone (business and extension)		Fax		



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#### 3. Disposal Information

Hauler Name (If different from section 1): \_\_\_\_\_

Sewage Type:       Domestic (toilet, kitchen, shower, laundry)       Non-Domestic

Sewage Source       Holding Tank       Septic Tank       Portable Toilets  
  
 Other \_\_\_\_\_

Est. Sewage Volume: \_\_\_\_\_       gallons       m3

Frequency:       Once       Yearly       Monthly       Weekly       Daily

Characteristics (where applicable):

Colour       Sheen       Odour       Other       Certificate of Analysis Enclosed:

Brief Description of Generating Process:

\_\_\_\_\_  
\_\_\_\_\_

#### 4. Documentation

Attach to this Application, copies of your MOE certificate(s) or License(s) pertaining to the collection and transportation of sewage wastes.

MOE Certificate of Approval Number: \_\_\_\_\_

Does the Applicant have authority to haul other waste classes other than hauled sewage?       YES       NO

If yes, list all other approved waste classes:

\_\_\_\_\_



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### 5. Vehicle Information

Number of Trucks used to collect sewage waste: \_\_\_\_\_

License Plate #	Make	Model	Year of Vehicle	Max Tank Capacity (Litres)

### 6. Insurance Requirements

The Applicant shall maintain in his/her possession at all times and submit with this application a valid Certificate of Insurance. The Certificate(s) of Insurance must contain an endorsement indicating that the insurer agrees to provide at least thirty days (30) days written notice to the Village of Merrickville-Wolford in the event of cancellation, coverage reductions or other policy changes.

The Applicant shall maintain at all times throughout the term of this permit, the following insurance(s) from an insurer in the Province of Ontario:

a) **GENERAL LIABILITY INSURANCE**

General liability insurance in the amount of Two (2) Million Dollars (\$2,000,000.00), per occurrence with no aggregate limit, to insure against any liability for property damage or personal injury, negligence including death, which may arise from the Applicants, or its employees operations under this permit.

Or if there is an aggregate limit

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than Two (2) Million Dollars (\$2,000,000.00), per occurrence with an aggregate limit of no less than Five (5) Million Dollars (\$5,000,000.00) for any negligent acts or omissions by the Applicant relating to their obligations under this Agreement.



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Such insurance shall include, but is not limited to bodily injury and property damage including loss of use, personal injury, contractual liability, premises, property and operations, non-owned automobile, broad form property damage, owners and contractors protective, occurrence property damage, products & completed operations, employees as Additional Insured(s), contingent employers liability, tenants legal liability, cross liability and severability of interest clause.

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Such insurance shall add the Corporation of the Village of Merrickville-Wolford and Ontario Clean Water Agency as Additional Insured's with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation and Ontario Clean Water Agency.

### b) VEHICLE LIABILITY INSURANCE

Ontario Standard Vehicle Liability Insurance from an Insurer licensed in the Province of Ontario, (for all licensed vehicles and equipment) for Two (2) Million Dollars (\$2,000,000.00), per occurrence against claims for bodily injury and or property damage in respect of motor vehicles both owned or leased and used directly or indirectly in the performance of the services. Such insurance shall not exclude loading or unloading nor the operations of attached machinery.

### c) ENVIRONMENTAL LIABILITY INSURANCE

Environmental Liability Insurance from an insurer licensed in the Province of Ontario for Two (2) Million Dollars (\$2,000,000.00), per occurrence, to insure against the following claims but not limited to:

- i) Bodily injury, including sickness, disease, shock, mental anguish, mental injury: or ii) Injury to or physical damage to tangible property including the loss of tangible property, or
- iii) The control, repair, clean-up or restoration of environmental impairment of lands, the atmosphere or any water course or body of water.

If the EIL coverage is written on a claims made basis, such coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Such insurance shall add the Corporation of the Village of Merrickville-Wolford and Ontario Clean Water Agency as Additional Insureds with respect to the operations of the contractor. This insurance shall be



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non-contributing with and apply as primary and not as excess of any insurance available to the Corporation and Ontario Clean Water Agency.

### 7. Indemnification / Hold Harmless Clause:

The Applicant agrees to indemnify, defend, and hold harmless the Village of Merrickville-Wolford, Ontario Clean Water Agency, and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Environment and each of the parties respective officers, directors, agents, and employees from and against any and all liability, loss, demands, claims, damages, and expenses including reasonable legal fees, occasioned wholly or in part by an negligent act or omission arising out of or caused by the Applicants, or its employees actions or inactions including other persons whom they are legally responsible with respect to hauling sewage including but not limited to negligence or willful misconduct.

### 8. Terms and Conditions:

1. The Permit Holder shall only deposit hauled sewage at the Merrickville-Wolford Wastewater Treatment Plant (108 Collar Hill Road "WWTP") in compliance with the sewage works current Certificate of Approval and only if the hauled sewage meets the conditions set out in Ontario Reg. 347, R.R.O 1990 as amended from time to time. Hauled sewage described under this permit is defined as follows:  
  
"sewage which is removed from a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, a sewage holding tank or any sewage infrastructure and transported for discharge, but **does not include hauled waste**".
2. When any of the Permit Holder's information noted in the application changes, the Permit Holder shall provide such updated information to the Municipality of Merrickville-Wolford within thirty (30) days of the change.
3. Upon issuance of a permit, a copy must be kept with each vehicle, and must be made available for presentation upon request by the Municipality of Merrickville-Wolford or Ontario Clean Water Agency staff.
4. All disposal charges must be paid to the Municipality of Merrickville-Wolford as set out in the applicable Fees By-law. The municipality also reserves the right to adjust rates from time to time.
5. The Permit Holder shall only transport to and discharge at the WWTP hauled sewage that is generated within the Province of Ontario.
6. Only the vehicles approved as identified in the Vehicle Information section of this form are permitted to access and discharge hauled waste at the WWTP.
7. The Permit Holder shall ensure that all hauled sewage collected for discharge at the WWTP is recorded in the Hauled Sewage Disposal Form as approved by the Municipality of Merrickville-Wolford. The form must be completed legibly, accurately and in full for each independent customer load. Completed forms must be submitted to the site Operator at the WWTP prior to discharge.



**Village of Merrickville-Wolford**  
**Schedule "C" to By-Law 19-16**  
**To form part of By-Law 24-03**

**PUBLIC WORKS DEPARTMENT**  
**FORM PW-100**  
**August 2016**  
**6 of 7**

8. The Permit Holder shall for the duration of this permit, provide the Municipality of Merrickville-Wolford with evidence of renewal of all licenses and approvals required by law for the activities carried out in relation to hauled sewage.
9. The disposal of sewage at the WWTP will only be accepted Monday through Friday inclusive other than a day that is observed as a statutory or civic holiday by the Municipality or Ontario Clean Water Agency. Materials will only be received during the hours of 08:00 to 14:00 hrs or as otherwise approved by the Manager of Public Works.
10. The disposal station has regulatory limits on the volume of hauled waste that may be received each day and as such, loads may be rejected by the Village of Merrickville-Wolford or the Ontario Clean Water Agency at any time when capacity is reached.
11. The Information taken from the Hauled Sewage Record form and data from the receiving wastewater treatment plant will be used to prepare invoices. All invoices will be sent to the hauler indicated on the Hauled Sewage Record Form unless other arrangements have been made with the Manager of Public Works. Hauled sewage volumes will be billed based on the greater value of the reported volumes or 80% of the rated capacity of the vehicle tank as declared on the Sewage Hauler Permit Application. Failure to pay disposal fees may result in suspension or revocation of disposal privileges.
12. Hauled sewage must be disposed of via a hose system, and the Permit Holder understands a reducer may be required to accommodate hose diameter and may not be available on-site due to unforeseen circumstances.
13. As a condition of this permit, the Permit Holder understands that Village of Merrickville-Wolford or Ontario Clean Water Agency staff may conduct periodic audits which may include sample collection and analysis, volume measurements, review of forms, and verification of generators of sources of material transported to and discharged at the WWTP. The Permit Holder agrees to cooperate with the Municipality of Merrickville-Wolford or Ontario Clean Water Agency Mills in conducting such audits and to provide information as may be required in order to carry out any such audit.
14. Where and when requested, the Permit Holder shall assist in securing samples of the hauled waste.
15. The Permit Holder shall comply with the Insurance Requirements and Indemnification / Hold Harmless Clause as per the Application to Deliver Hauled Sewage.
16. The Permit Holder shall ensure that the off-loading area is left clean before departure.
17. In the event of a spill as a result of haulage activities, the Permit Holder is responsible to notify the Ontario Clean Water Agency and to undertake any clean up of the spill to the satisfaction of the Municipality of Merrickville-Wolford. Where necessary, the Permit Holder shall also notify the Ministry of Environment Spills Action Center of the spill.
18. Disposal of unsuitable or unauthorized material or providing false information will result in suspension or termination of disposal privileges and may result in charges under the Municipal Sewer Use Bylaw, as amended from time to time, or the Environmental Protection Act.



19. Contravention of the provisions of the conditions set out in this permit will be subject to the following penalties:
- 1<sup>st</sup> Violation – Suspension of discharge privileges for 10 consecutive days;
  - 2<sup>nd</sup> Violation - Suspension of discharge privileges for 30 consecutive days;
  - 3<sup>rd</sup> Violation - Termination of discharge privileges

The Municipality of Merrickville-Wolford may discharge privileges at any time upon notification to the Permit Holder, and all haulage must be immediately ceased upon receiving such notification.

## 9. General Conditions

1. The Applicant declares that the Permit Holder Contact has the authority to act on behalf of and bind the applicant.
2. The Applicant declares that it has read this application in its entirety.
3. The Applicant declares that it understands and agrees to be bound by these Application conditions and by all terms and conditions that may form part of any *Hauled Sewage Discharge Permit* issued to it.
4. The Applicant declares that all information that it has provided or will provide to the Municipality is complete, correct and true in all respects.

Name of Applicants Official (please print):

Signature:

Position/Title:

Date:

### NOTE:

Approval of this application allows the hauler to deposit hauled sewage at the Village of Merrickville-Wolford Wastewater Treatment Facility subject to local policy, and all applicable Provincial and Federal Regulations.

This permit application does not address hauled waste or liquid industrial waste (as defined under Ontario Regulation 347) that is transported for discharge and that must be transported with a manifest in accordance with the regulation.



Village of Merrickville-Wolford  
 Schedule "D" to By-Law 19-16  
 To form part of By-Law 24-03

Public Works Department  
 Form PW-200  
 August 2016

**HAULED SEWAGE RECORD**

Hauler must complete all of the following information (please print and use 1 sheet per truck disposal)  
*\*Failure to record the required information may result in suspension of disposal privileges\**

**REQUIRED INFORMATION:**

Hauling Company: \_\_\_\_\_

Disposal Date: \_\_\_\_\_

Disposal Time (HH:MM): \_\_\_\_\_

Hauler ID #: \_\_\_\_\_

Truck License Plate #: \_\_\_\_\_

SOURCE NAME	ADDRESS	DOMESTIC	NON DOMESTIC	VOLUME Imp Gallons	DESCRIPTION OF DISPOSAL
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
<b>Sample Bottle #:</b>		<b>Total Volume:</b>			

*I certify that the above source information is accurate and that the hauled sewage does not contain any hazardous materials prohibited by the Municipality of Merrickville-Wolford Sewer Use Bylaw:*

Drivers Name (Please print): \_\_\_\_\_

Driver's Signature: \_\_\_\_\_

**FOR WASTEWATER PLANT STAFF USE ONLY**

System Operator Initials

pH

Sample Sent to Lab

Yes

No