

# **Non-Residential Stormwater Utility Credit**

## **TERMS AND CONDITIONS**

**The Applicant agrees to the following terms and conditions with respect to the stormwater utility credit:**

### **Initial Eligibility Criteria**

1. In order to be eligible for the City of Edmonton's stormwater utility credit for customers who's land contributes significantly less stormwater discharge rates per property area to the City's stormwater systems during rainfalls than other similarly zoned properties (the "credit"), the Applicant must provide the following information to the satisfaction of the City:

- (a) an engineering report signed and sealed by an independent professional engineer who is not employed by or affiliated with the Applicant and who is registered to practice in Alberta (an "engineering report") that, in the opinion of the City, clearly demonstrates:
  - (i) the difference between the unit stormwater discharge rates to City stormwater systems from the property and those expected from similarly zoned properties for design storm event conditions;
  - (ii) the percent reduction in stormwater charges being requested by the Applicant, including a justification of the results; and
  - (iii) the methodology used to determine the Applicant's significant reduction in runoff,
- (b) a completed application form, and
- (c) required application fee.

### **Eligible Site Conditions**

2. The Applicant acknowledges that while the City will be evaluating the eligibility of all applications for the stormwater utility credit, eligibility will be based on one of the following site conditions, as deemed appropriate by the City:

- (a) Undeveloped Lands** – Large portions of undeveloped lands on a property may result in significantly less stormwater discharge rates for that property relative to its land zoning type;
- (b) On-lot Stormwater Management** – On-lot stormwater management practices (e.g. parking lot storage, etc.) can produce lower controlled discharge rates during design storm event conditions; or
- (c) Direct to River** – Some properties drain directly into the North Saskatchewan River without utilizing the City's stormwater systems.

3. In all cases, the City has the sole discretion to determine whether the Applicant has demonstrated a reduced unit stormwater discharge rate compared to that expected from similarly zoned properties.

**Term**

4. This Agreement shall continue for five years from the date of approval of the Applicant's stormwater utility credit.

**Continuing Eligibility Criteria**

5. In order to continue to be eligible for credit, the Applicant must provide the following information to the satisfaction of the City:
  - (a) immediate notification of any change in the stormwater discharge characteristics of the property that might affect the credit agreement amount;
  - (b) an application for a continuation of the stormwater utility credit, supported by an updated engineering report to be submitted on the fifth anniversary of this agreement to account for any changes in the stormwater discharge characteristics of the property or other factors that may have affected the credit agreement previously made; or
  - (c) any updated engineering reports that the City may require the Applicant to submit.

**Access to the Applicant's Premises**

6. The Applicant will provide the City access to the Applicant's premises and any on-lot stormwater management facilities at all reasonable times for the purpose of inspection of the Applicant's property and drainage facilities and verification of the information provided by the Applicant.

**Termination of Stormwater Utility Credit**

7. The City may terminate the stormwater utility credit in the following situations:
  - (a) on the expiry of the term;
  - (b) immediately where the Applicant is in breach of any of the terms and conditions of this agreement;
  - (c) immediately where there has been any change in the stormwater discharge characteristics of the property that would result in a change to the estimated stormwater utility credit.

**No Assignment Without Consent**

8. The Applicant shall not assign this agreement without the consent of the City.