

CITY OF EDMONTON

BYLAW 18100

EPCOR DRAINAGE SERVICES BYLAW

**THE CITY OF EDMONTON
BYLAW 18100**

EPCOR DRAINAGE SERVICES BYLAW

Whereas, pursuant to section 3 of the *Municipal Government Act*, RSA 2000, c M-26, the purposes of a municipality are to provide services, facilities and other things that are necessary or desirable for all or a part of the municipality;

And whereas, pursuant to section 7 of the *Municipal Government Act*, Edmonton City Council may pass bylaws respecting public utilities;

Edmonton City Council enacts:

PURPOSE

- 1 The purpose of this bylaw is to approve:
 - (a) Rates Drainage Services provided by EPCOR Water Services Inc. to Customers in the city of Edmonton and others, and a mechanism whereby such Rates will be adjusted on an annual basis, for the period of January 1, 2018 to March 31, 2022;
 - (b) Terms and Conditions for Drainage Services, and a mechanism whereby Drainage Services Guidelines not inconsistent with the Terms and Conditions may be implemented by EPCOR Water Services Inc. and amended or replaced from time to time; and
 - (c) The Performance Based Regulation Plan for the period of January 1, 2018 to March 31, 2022

DEFINITIONS

- 2 In this bylaw, unless otherwise specified or the context otherwise requires:
 - (a) “**City**” means the municipal corporation of the City of Edmonton;
 - (b) “**City Manager**” means the chief Administrative Officer of the City or delegate;
 - (c) “**Customer**” means any person more particularly described as a “Customer” in Schedule 2 of this bylaw or is otherwise responsible for paying EWSI;
 - (d) “**Drainage Services**” means the collection, storage, pumping and monitoring of sanitary, storm and combined wastewater streams by any means and services related to or incidental to such services;

- (e) **“Drainage Services Franchise Agreement”** means a Franchise Agreement between EWSI and the City in respect of Drainage Services, dated September 1, 2017, including all amendments or replacements thereto;
- (f) **“Drainage Services Guidelines”** means those requirements, standards, specifications, procedures, protocols or guidelines adopted by EWSI pursuant to Schedule 2 or any other Schedule under this bylaw
- (g) **“EWSI”** means EPCOR Water Services Inc. or its successor;
- (h) **“Performance Based Regulation Plan”** means the Performance Based Regulation Plan for the period of January 1, 2018 to March 31, 2022, as more particularly described in Schedule 3 of this bylaw;
- (i) **“Price Schedule”** means the Rates in respect of Drainage Services more particularly described in Schedule 1 of this bylaw, as approved by the City and in effect at the time;
- (j) **“Rate”** means the rates, fees, riders and charges applicable to Drainage Services provided by EWSI within the city of Edmonton; and
- (k) **“Rate Sheets”** means the documents styled as Rate Sheets in Schedule 4 of this bylaw, intended for use as templates for the format in which EWSI’s annual requests for Rates are to be filed with the City Manager.

RULES FOR INTERPRETATION

3 The marginal notes and headings in this bylaw are for reference purposes only.

RATES EFFECTIVE JANUARY 1, 2018

4 Rates, fees and charges for 12 month period January 1, 2018 – December 31, 2018 are approved and shall be charged in accordance with Schedule 1.

RATES AFTER JANUARY 1, 2019

5 For each 12 month period from January 1, 2019 to December 31, 2021 and for the 3 month period from January 1, 2022 to March 31, 2022, Rates are approved and shall be charged in accordance with Schedule 1 of this

bylaw, subject to applicable adjustments as set out in Schedule 3 of this bylaw, and will be established in accordance with Section 8 of this bylaw.

**TERMS AND
CONDITIONS**

6 The Terms and Conditions of Drainage Service attached hereto in Schedule 2 of this bylaw are approved.

7 All Drainage Services provided within the boundaries of the city of Edmonton shall be provided by EWSI except for:

- (a) Drainage Services which are provided by a person on property of which that person is the owner or tenant for use solely by that person and solely on the property, or
- (b) Drainage Services for which EWSI has provided written consent for another person to perform.

**PRICE SCHEDULE
ADJUSTMENTS**

8 Any adjustments to a Price Schedule made under Section 5 shall be made as follows:

- (a) On or Before December 1st in each year commencing 2018 and ending in 2020, EWSI shall file for information with the City Manager Rates Sheets effective for the upcoming 12 month period from January 1 to December 31, reflecting the Rates in accordance with this bylaw.
- (b) On or Before December 1, 2021, EWSI shall file for information with the City Manager Rates Sheets effective for the upcoming 3 month period from January 1, 2022 to March 31, 2022 reflecting the Rates in accordance with this bylaw.
- (c) The filings referred to in subsections (a) and (b) above must include sufficient information for the City Manager to determine if the performance-based Rates for the upcoming year have been calculated in accordance with the provisions of Schedule 3 of this bylaw.
- (d) If, after reviewing the filings referred to in subsections (a) and (b) above, the City Manager is satisfied that the performance-based drainage Rates included in the Rate Sheets have been calculated in accordance with this bylaw, the City Manager shall issue a compliance letter on or before December 15th of each year confirming that the performance-based

Rates in the Rate Sheet for the upcoming year have been calculated in accordance with this bylaw.

- (e) Once the compliance letter has been issued in accordance with the provisions of subsection (d), EWSI is authorized to provide Drainage Services pursuant to the Rate Sheets filed in accordance with the provisions of this section.
- (f) The City Manager shall keep a record of all filings made in accordance with this bylaw.

EFFECTIVE DATE 8 This bylaw comes into effect January 1, 2018.

SCHEDULE

The following schedules are included in, and form part of this bylaw:

9
Schedule 1 – Price Schedule Part I – Drainage

Rates

- Sanitary Utility: flat/variable
- Stormwater Utility

Part II – Service Fees and Charges

- Application fees
- Sanitary Sewer Trunk charges
- Hauled Wastewater

Schedule 2 – Terms and Conditions of Drainage Service

Schedule 3 – Performance Based Drainage Rates

Schedule 4 – Pro-forma Annual Drainage Rate Filing

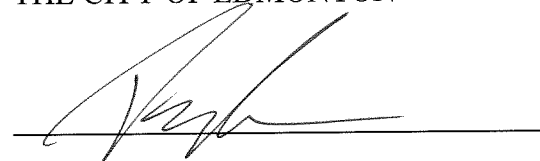
READ a first time this 11th day of July 2017;

READ a second time this 12th day of September 2017;

READ a third time this 12th day of September 2017;

SIGNED AND PASSED this 12th day of September 2017.

THE CITY OF EDMONTON

A handwritten signature in black ink, appearing to be "J. S. ...", written over a horizontal line.

MAYOR

A handwritten signature in black ink, appearing to be "J. S. ...", written over a horizontal line.

CITY CLERK

Schedule 1

Price Schedule

Part I – Drainage Rates

Rate Sheet 1

Applicable To all domestic service customers within the city of Edmonton.

Sanitary Utility Charges January 1, 2018 – December 31, 2022

Sanitary utility charges are calculated and levied on each Premises on a monthly basis and are comprised of both:

- (a) a Flat Monthly Service Charge as set out in the Flat Monthly Service Charge table based on the meter size for the premises according to the following rates; and

Meter Size	Flat Monthly Service Charge*				
	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
16mm	\$9.63	\$9.92	\$10.22	\$10.52	\$10.84
20mm	\$17.32	\$17.84	\$18.38	\$18.93	\$19.50
25mm	\$26.96	\$27.76	\$28.60	\$29.45	\$30.34
40mm	\$51.97	\$53.53	\$55.14	\$56.79	\$58.50
50mm	\$71.22	\$73.36	\$75.56	\$77.83	\$80.16
75mm	\$147.27	\$151.69	\$156.24	\$160.93	\$165.75
100mm	\$274.33	\$282.56	\$291.04	\$299.77	\$308.76
150mm	\$518.81	\$534.38	\$550.41	\$566.92	\$583.93
200mm	\$827.79	\$852.62	\$878.20	\$904.55	\$931.69
250mm	\$2054.08	\$2115.70	\$2179.17	\$2244.55	\$2311.88
300mm	\$2054.08	\$2115.70	\$2179.17	\$2244.55	\$2311.88
400mm	\$2247.19	\$2314.61	\$2384.05	\$2455.57	\$2529.23
500mm	\$2420.34	\$2492.95	\$2567.73	\$2644.77	\$2724.11

*These rates are subject to change, as permitted by the terms of this bylaw.

- (b) a variable monthly charge based on the rates below for monthly metered:
- i. water consumption for the premises;
 - ii. sewer discharge for a premises on which a sewer meter has been installed in accordance with this bylaw; or
 - iii. water consumption for the premises as discounted by the application of a utility credit as approved in accordance with this bylaw.

Part I – Drainage Rates

Premises	Rate per m ³				
	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
All premises (except large wholesale)	\$0.9729	\$0.9901	\$1.0110	\$1.0304	\$1.0495
Large Wholesale* with Collection System	\$0.54482	\$0.55446	\$0.56616	\$0.57702	\$0.58772

* Large Wholesale means a premises designated as such by EWSI in accordance with this bylaw.

Part I – Drainage Rates

Rate Sheet 2

Stormwater Utility Charges January 1, 2018 – December 31, 2022

Stormwater utility charges are levied on each premises and calculated based on a monthly rate using the following formula:

$$\text{stormwater utility charge} = A \times I \times R \times \text{rate}$$

- A is:
 - the area of premises (m²), and
 - the proportion of building lot area attributable to each unit for multiple units sharing a single building or property

- I is
 - the development intensity factor of 1.0, except for properties where owners have demonstrated that they contribute significantly less stormwater per m² to the City’s sewerage system during rainfalls than other similarly zoned properties by making an application for a reduction in the intensity development factor pursuant to this bylaw.

- R is
 - the runoff coefficient based on the zoning of the premises:

R	Zoning
0.20	A, AG, RR
0.30	AP, US (schools)
0.50	RF1, RF2, RF3, RF4, RMH, IH, MA, AGU
0.65	RSL, RF5, RF6, RA7, RPL
0.75	RA8, US (except schools), PU
0.90	RA9, RMX, CNC, CSC, CB1, CHY, CO, IB, IM, AGI, DC
0.95	CB2, CMX

	Year				
	January 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Rate	\$0.040649	\$0.042506	\$0.044252	\$0.046159	\$0.048171

Part II – Services Fees and Charges

Service Fees and Charges – January 1, 2018 - December 31, 2022**1. Application Fees**

Application Type	2018 Fee	2019 Fee	2020 Fee	2021 Fee	2022 Fee
Application to release matter	\$354.32	\$364.95	\$375.90	\$387.18	\$398.79
Application to approve a compliance program	\$354.32	\$364.95	\$375.90	\$387.18	\$398.79
Records search	\$110.21	\$113.52	\$116.92	\$120.43	\$124.04
Application for sewer metering approval	\$329.60	\$339.49	\$349.67	\$360.16	\$370.97
Application for reduction in stormwater utility intensity development factor	\$329.60	\$339.49	\$349.67	\$360.16	\$370.97
Application for utility credit	\$329.60	\$339.49	\$349.67	\$360.16	\$370.97
Application for large wholesale designation	\$329.60	\$339.49	\$349.67	\$360.16	\$370.97

2. Sanitary Sewer Trunk Charges**Applicable**

To all owners of a premises abutting an EWSI or City right-of-way in which there is a sanitary or combined sewer, the sanitary sewer trunk charge shall be levied

- (a) when a development permit is issued for development, redevelopment, or renovation on the premises;
- (b) if no development permit is required, when a building permit is issued for development, redevelopment, or renovation on the premises; or
- (c) when an application is made for sewer service to the premises.

Part II – Services Fees and Charges

For the purpose of calculating the sanitary sewer trunk charge, “secondary suite”, “garden suite”, and “garage suite”, as well as reference to “use classes”, have the same meaning as defined by the City of Edmonton Zoning Bylaw, Bylaw 12800, as amended.

Dwelling unit means a self-contained room or rooms with sleeping and cooking facilities, as defined in the City of Edmonton Zoning Bylaw, Bylaw 12800, as amended.

Residential means a premises used primarily for domestic purposes, where no more than four dwelling units are metered by a single water meter and the meter size to the premises is not greater than 50mm.

Sanitary sewer trunk charges are calculated as follows:

- (a) For development, redevelopment, or renovation of premises for residential use classes:

Dwelling	2018 Fee*	2019 Fee**	2020 Fee**	2021 Fee**	2022 Fee**
1 – 2 dwelling units, excluding secondary suites, garden suites, or garage suites	\$ λ	\$ λ	\$ λ	\$ λ	\$ λ
2 dwelling units where one unit is a secondary suite, garden suite, or garage suite	\$ λ	\$ λ	\$ λ	\$ λ	\$ λ
3 or more dwelling units	\$ λ	\$ λ	\$ λ	\$ λ	\$ λ
Commercial	\$ λ	\$ λ	\$ λ	\$ λ	\$ λ
Industrial	\$ λ	\$ λ	\$ λ	\$ λ	\$ λ
Institutional	\$ λ	\$ λ	\$ λ	\$ λ	\$ λ

*Sanitary sewer trunk charges for 2018 shall be adjusted in accordance with an adjustment notice provided by the city of Edmonton, as applicable.

**Sanitary sewer trunk charges for 2019 to 2022 shall be adjusted in accordance with Schedule 3.

Notwithstanding the above, if a sanitary sewer trunk charge is levied on premises as a result of the redevelopment or renovation of premises, the sanitary sewer trunk charge will be calculated using the following formula:

$$\text{sanitary sewer trunk charge} = A - B$$

Part II – Services Fees and Charges

-
- A is: - the sanitary sewer trunk charge that would have been levied based on the above fees;
- B is: - the sanitary sewer trunk charge previously levied and paid for the premises prior to the redevelopment or renovation on the premises;
or
- if the redevelopment or renovation of the premises is for residential use classes, then the sanitary sewer trunk charge that would have been paid had a sanitary sewer trunk charge been levied with respect to the development that existed on the premises prior to the date of the redevelopment or renovation.
- if the result is a negative figure, the sanitary sewer trunk charge will be deemed to be \$0

3. Other Service Charges

Hauled Wastewater

The fee for hauled wastewater is calculated based on vehicle size:

2018 Fee	\$22.66 per axle, excluding the first steering axle
2019 Fee	\$23.34 per axle, excluding the first steering axle
2020 Fee	\$24.04 per axle, excluding the first steering axle
2021 Fee	\$24.76 per axle, excluding the first steering axle
2022 Fee	\$25.50 per axle, excluding the first steering axle

If the hauled wastewater contains settleable solids in a concentration greater than 100 mL/L, the hauled wastewater fee is double the amount per axle indicated in the table above.

Miscellaneous fees

EWSI may impose any other fees on the owner of premises provided that those fees are reasonably connected to the provision of the sewer service to that premises.

Schedule 2

Terms and Conditions of Drainage Service

Table of Contents

ARTICLE 1 - DEFINITIONS AND INTERPRETATION	1
1.1 Definitions	1
1.2 Conflicts.....	6
1.3 Extended Meanings	6
1.4 Headings	6
ARTICLE 2 - GENERAL PROVISIONS	6
2.1 Fundamental Obligations of EWSI and of Customers	6
2.2 Billing and Customer Accounts.....	7
2.3 Drainage Services Guidelines.....	7
ARTICLE 3 - SEWER CONNECTIONS AND ALTERATIONS.....	9
3.1 Sewerage System	9
3.2 Sanitary Connection Required.....	10
3.3 New Sanitary Service	10
3.4 Surface Drainage Connection Required	10
3.5 High Potential Contaminant Release Areas.....	10
3.6 Foundation Drainage	11
3.7 Sewer Alterations.....	11
3.8 Temporary Sewer Service	11
ARTICLE 4 - SEWER CONNECTION REGULATIONS	11
4.1 Combined Sewer Regulations.....	11
4.2 Roof Leaders.....	12
4.3 Flow Monitoring Points.....	12
4.4 Interceptors	12
4.5 Dental Amalgam.....	13
4.6 Screening and Pretreatment	13
4.7 Monitoring Devices	13
4.8 Interference	13
4.9 Property Limitations	14
4.10 Abandonment.....	14
4.11 Construction and Maintenance of Private Drainage Systems.....	14
4.12 Stormwater Management Facilities	14

ARTICLE 5 - RELEASES 14

5.1 No Release 14

5.2 No Prohibited Waste 14

5.3 No Restricted Waste 14

5.4 No Hazardous Waste 15

5.5 Waste Management 15

5.6 No Dilution 15

5.7 Large Volume Releases 15

5.8 Sanitary Sewer Permitted Releases 15

5.9 Combined Sewer Permitted Releases 16

5.10 Sanitary and Combined Sewer Permitted Releases 16

5.11 Storm Sewer Permitted Releases 17

5.12 Storm Sewer Permitted Releases 18

5.13 Hauled Wastewater 19

5.14 Residue Disposal 19

5.15 Compliance Program 20

5.16 Release Reporting 20

5.17 Release Control 20

5.18 Owner Report 21

ARTICLE 6 - SURFACE DRAINAGE 21

6.1 Release of Stormwater and Subsurface Water 21

6.2 Compliance with Encumbrances 21

ARTICLE 7 - APPLICATIONS, PERMITS AND APPROVALS 22

7.1 Requirement for Account and Obligation to Pay 22

7.2 Applications for Connections 22

7.3 Applications to Release Matter 23

7.4 Applications for Compliance Program Approval 23

7.5 Applications for Sewer Metering Approval 23

7.6 Applications for Utility Credit or Large Wholesale Designation 23

7.7 Compliance with Conditions 24

7.8 Rejection of Application for Drainage Services 24

7.9 Customer Contracts 25

7.10 Authorizations and Approvals for Service Connection 26

7.11 Scheduling for Service Connection 26

ARTICLE 8 - DRAINAGE SERVICE REQUIREMENTS AND FACILITIES 26

8.1 Protection of EWSI’s Facilities and Property of Other Customers 26

ARTICLE 9 - EASEMENTS, RIGHTS-OF-WAY, AND USE OF AND ACCESS TO FACILITIES 28

9.1 Easements and Rights-of-Way 28

9.2 Right of Entry 28

9.3 Access to Sewerage System..... 29

9.4 Customer Responsibility for Use of Facilities..... 29

ARTICLE 10 - SEWERAGE SYSTEM EXTENSIONS..... 29

10.1 Estimated Cost..... 29

10.2 Agreement in Writing for Sewerage System Extension 30

10.3 Customer Payment for Sewerage System Extension Costs 30

10.4 Changes to Amount Payable by Customer 30

ARTICLE 11 - DRAINAGE SERVICE CONNECTIONS..... 30

11.1 Engineering, Design and Construction Requirements for Service Connections..... 30

ARTICLE 12 - CHANGES TO SERVICE CONNECTIONS OR OTHER FACILITIES . 31

12.1 Requirement to Give Notice of Changes to Drainage Service Requirements..... 31

12.2 Customer to Bear Cost of Changes to EWSI Facilities 31

ARTICLE 13 - GENERAL RESTRICTIONS AND PROHIBITIONS..... 31

13.1 Discontinuation of Drainage Service 31

13.2 Discontinuation of Water Service..... 31

13.3 Prohibition of Release..... 31

13.4 Refusal to Approve Plans 32

13.5 Obstruction 32

13.6 Contravention of Terms and Conditions..... 32

ARTICLE 14 - LIABILITY AND INDEMNIFICATION 32

14.1 Limitation of EWSI Liability 32

14.2 Release..... 33

14.3 EWSI Not Liable to Customer..... 33

14.4 Customer Liability 33

14.5 Force Majeure 34

ARTICLE 15 - ADDITIONAL PROVISIONS RELATING TO DRAINAGE SERVICES 35

15.1 Ownership of Facilities..... 35

15.2 Proper Use of Drainage Services 35

15.3 Compliance with Applicable Legal Authorities..... 35

15.4 Powers of EWSI..... 35

15.5 Interference with EWSI’s Property..... 36

15.6 Drainage Services Interruptions and EWSI Obligation to Respond 36

15.7 Assignments..... 37

15.8 No Waiver..... 38

15.9 Law 38

APPENDIX A – PROHIBITED WASTES 39

**APPENDIX B – RESTRICTED WASTES APPLICABLE TO SANITARY AND
COMBINED SEWERS 42**

**APPENDIX C – RESTRICTED WASTES APPLICABLE TO STORM SEWERS AND
WATERCOURSES. 44**

Terms and Conditions of Drainage Service

INTRODUCTION TO TERMS AND CONDITIONS

These Terms and Conditions, as approved by the municipal council of the City of Edmonton, form part of Bylaw 18100 (the “EPCOR Drainage Services Bylaw”) which regulates the provision of Drainage Services in the city of Edmonton by EPCOR Water Services Inc. (“EWSI”). The EPCOR Drainage Services Bylaw, which also includes the EWSI Price Schedule in effect from time to time, is enacted pursuant to the powers vested in the City under the provisions of the *Municipal Government Act*, R.S.A. 2000 C. M-26.

These Terms and Conditions apply to EWSI and its relationship with all of its Customers. Every Customer, by applying for or using a Service Connection or Drainage Services or other services of any kind provided by EWSI under the authority of these Terms and Conditions, is deemed to have accepted these Terms and Conditions and is bound by and subject to them.

Unless otherwise agreed in writing by EWSI and a Customer, provision of Drainage Services or other services by EWSI to Customers will occur only in accordance with these Terms and Conditions.

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or in an application, contract or agreement for service under these Terms and Conditions, shall have the meanings set forth below:

“**Account**” means a written and/or digital record of use of Drainage Services or other services by a Customer, including the amounts payable from time to time by the Customer to EWSI;

“**Billing and Customer Care Matters**” includes the provisions described in Articles 3.1, 3.3 and 3.5 of the EPCOR Water Services and Wastewater Treatment Bylaw;

“**Biohazardous Agent, Risk Group 4**” means an agent that is likely to cause serious or lethal human disease for which preventive or therapeutic interventions are not usually available;

“**Business Day**” means a day, which is not a Saturday, Sunday or a statutory holiday in the Province of Alberta, and “day” means any calendar day;

“**City**” means the municipal corporation of the City of Edmonton;

Terms and Conditions of Drainage Service

“**City right-of-way**” means land in which the City has an interest, including road right-of-ways and easements in favour of the City;

“**Combined Sewer**” means a sewer used for the collection and transmission of Wastewater and Stormwater;

“**Customer**” means any Person, firm or body corporate that receives Drainage Services or other services related to or incidental to the Drainage Services from EWSI pursuant to the EPCOR Drainage Services Bylaw and where the context or circumstances so require includes any Person who makes or has made an application for Water Services or otherwise seeks to receive Water Services, and also includes any Person acting as an agent or representative of a Customer, as well as a registered Owner of property to which Drainage Services are being delivered;

“**Disturbed Ground**” means terrain (surface or sub-surface) that is disturbed and that may require incremental construction techniques or support systems to provide stability;

“**Drainage Services**” includes but is not limited to the collection, storage, pumping and monitoring of sanitary, storm and combined waste streams by any means in accordance with the provisions of the Drainage Services Franchise Agreement, any and all incidental services more particularly described in these Terms and Conditions, and the use of physical plant, equipment, apparatus, appliances, property and Facilities owned or employed by EWSI or used in connection with EWSI in providing the Drainage Services for the property of any Customer;

“**Drainage Services Agreement**” means any agreement under which EWSI has or may incur an obligation to provide Drainage Services to one or more Customers, and may at EWSI’s sole option include any servicing agreement entered into by the City to which EWSI is not a party to the extent that the servicing agreement addresses the provision of Drainage Services to a Customer;

“**Dwelling**” means a private residence with sleeping and cooking facilities used or intended to be used permanently or semi-permanently as a residence ;

“**EPCOR Water Services and Wastewater Treatment Bylaw**” means City of Edmonton Bylaw 17698 as amended.

“**EWSI**” means EPCOR Water Services Inc. or its successor;

Terms and Conditions of Drainage Service

“EWSI right-of-way” means land in which the EWSI has an interest, including road right-of-ways and easements in favour of the EWSI;

“Facilities” means any infrastructure forming part of the Sewerage System owned or used by EWSI.

“Flow Monitoring Point” means an access point to Sewer Service or Private Drainage System for a premises, examples of which include manholes and dip wells;

“Force Majeure” means circumstances not reasonably within the control of EWSI, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, intervention of federal, provincial or local government or any of their agencies or boards, the order or direction of any court, and any other cause, whether of the kind herein described or otherwise;

“Foundation Drainage System” means a system of pipes, fittings, traps and appurtenances used to convey Subsurface Water;

“Hauled Wastewater” means Wastewater transported by vehicle for disposal;

“Hazardous Waste” has the same meaning as in the *Waste Control Regulation*, Alta Reg. 192/1996 to the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 as amended and any successor to that legislation;

“High Potential Contaminant Release Area” means an area where activities occur that have a high potential to Release Prohibited Waste, Restricted Waste or Hazardous Waste and includes:

- (a) the loading dock of a building and the area within one metre of the loading dock;
- (b) the area within two metres of any device used to compact refuse;
- (c) auto wrecker storage yards;
- (d) the area where non-residential vehicles or equipment are washed and the surrounding two metres in each direction;
- (e) the area where the bulk transfer of materials takes place and the surrounding two metres in each direction; and

Terms and Conditions of Drainage Service

- (f) any other area designated by EWSI;

“Lot Grading Plan” means a drainage design plan signed and sealed by a professional acceptable to the City Manager;

“Multiple Dwelling” means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building or structure, which receives Water Services through a total number of Service Connection Points that is less than the total number of Dwellings in the residential development;

“Owner” means:

- (a) the registered Owner of a parcel of land in the register maintained by the Registrar of Land Titles under the *Land Titles Act*; or
- (b) a Person who has purchased the parcel from the Person mentioned in sub clause (a) pursuant to an agreement for purchase and sale;

“Person” means an individual, partnership, association, corporation, organization, business, cooperative, trustee, executor, administrator or legal representative;

“Premises” means a parcel of land and any buildings situated on that land;

“Price Schedule” means the rates, fees and charges for Drainage Services more particularly described in Schedule 1 of the EPCOR Drainage Services Bylaw, as approved by the City and in effect at the time;

“Private Drainage System” means an Owner’s assembly of pipes, fittings, traps and appurtenances used to convey Wastewater, Stormwater and Subsurface Water to the Sewer Service;

“Prohibited Waste” means matter prohibited from entering the Sewerage System as set out in Appendix A;

“Release” means to directly or indirectly conduct matter by spilling, discharging, depositing, disposing of, abandoning, leaking, seeping, pouring, draining, emptying, or any other means;

Terms and Conditions of Drainage Service

“**Restricted Waste**” means matter only permitted in the Sewerage System in limited quantities as set out in Appendix B and Appendix C;

“**Sanitary Sewer**” means a sewer used for the collection and transmission of Wastewater;

“**Service Connection**” means all of the Facilities required to achieve a physical connection between an EWSI sewer main abutting Customer property and a Private Drainage System to allow a Customer to access the Sewerage System and obtain Drainage Services;

“**Service Connection Point**” means the point where a Service Connection owned by EWSI and forming part of the Sewerage System physically connects to a Private Drainage System (which will ordinarily, but not necessarily, be a point at or near a Customer’s property line);

“**Sewer Service**” means the pipe connecting a Private Drainage System to the Sewerage System;

“**Sewerage System**” means all EWSI owned infrastructure for the collection, storage, transportation and pumping of Wastewater and Stormwater and includes sewers, ditches, channels, Stormwater management facilities, Wastewater treatment facilities, sludge treatment facilities, biosolids storage and disposal facilities;

“**Storm Sewer**” means a sewer used for the collection and transmission of Stormwater and Subsurface Water;

“**Stormwater**” means surface run-off water that is the result of natural precipitation;

“**Subsurface Water**” means water at a depth of not more than 15 metres beneath the surface of the ground;

“**Terms and Conditions**” means the terms and conditions in respect of Drainage Services described herein.

“**Wastewater**” means water discharged from a premises; and

“**Watercourse**” means:

Terms and Conditions of Drainage Service

- (a) the bed and shore of a river, stream, lake, creek, lagoon, swamp, marsh or other natural body of water; or
- (b) a canal, ditch, reservoir, Stormwater management facility or other man-made surface drainage feature;

whether or not it contains or conveys water continuously or intermittently.

1.2 Conflicts

If there is any conflict between a provision in these Terms and Conditions, and a provision in a Drainage Services Agreement or other agreement between EWSI and a Customer, the provision in these Terms and Conditions shall govern unless an express term of the Drainage Services Agreement or other agreement states otherwise.

1.3 Extended Meanings

In these Terms and Conditions, words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words importing a Person shall include a Person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

1.4 Headings

The division of these Terms and Conditions into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

ARTICLE 2 - GENERAL PROVISIONS

2.1 Fundamental Obligations of EWSI and of Customers

- (a) EWSI will provide Drainage Services, at the fees, rates or other charges specified in the Price Schedule in accordance with these Terms and Conditions and with applicable provisions of the Drainage Services Guidelines. All additional services provided by EWSI to a Customer will be billed to the Customer in accordance with an agreement between the Customer and EWSI. The general costs of operating and maintaining the Sewerage System are covered by the rates for Drainage Services set out in the Price Schedule. EWSI will operate and maintain the Drainage System at no additional charge to any Customer beyond the fees, rates and charges for Drainage Services set out in the Price Schedule or in a Drainage Services Agreement, except for costs arising from:
 - (i) requirements or requests for specific non-routine services not more particularly described in the Price Schedule, or the acts or omissions of any particular Customer or defined group of Customers; and
 - (ii) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is

