



CITY OF EDMONTON

BYLAW 18100

EPCOR DRAINAGE SERVICES BYLAW

(CONSOLIDATED FEBRUARY 19, 2020)

**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.

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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

(NOTE: Consolidation made under Section 69 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 and Bylaw 16620 Section 16, and printed under the City Manager’s authority)

Bylaw 18100, passed by Council September 12, 2017

Amendments:

Bylaw 19137, February 19, 2020

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 – March 31, 2022 (S.2, Bylaw 19137, February 19, 2020)

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 – March 31, 2022 (S.3, Bylaw 19137, February 19, 2020)

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 - March 31, 2022 (S.4, Bylaw 19137, 2020)**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

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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

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responsible in law, including, without limitation, any costs or damages described in any judgment of a court in EWSI's favour.

Such additional costs may at EWSI's sole option (and in addition to any other legally available remedies) be added to a Customer's Account as an additional amount due and payable by the Customer to EWSI.

- (b) When EWSI performs a repair on its Facilities affecting a Customer's property, EWSI will make all reasonable efforts to return the property to its original or similar to original condition as soon as practicable after the repair is completed.
- (c) Where any Facilities required to supply Drainage Services to a Customer are located in Disturbed Ground, or where any other unusual condition exists, EWSI's obligation to construct does not include incremental construction costs required to stabilize such Facilities or the disturbed ground, or to address other unusual conditions. The Customer may at EWSI's sole option be required to pay all additional construction costs in such circumstances, including the costs of any required support system.

2.2 Billing and Customer Accounts

The Terms and Conditions applicable to Billing and Customer Care Matters as provided in EPCOR Water Services and Wastewater Treatment Bylaw, Schedule 2, shall apply.

2.3 Drainage Services Guidelines

- (a) EWSI may adopt written requirements, standards, specifications, procedures, protocols or guidelines supplementary to these Terms and Conditions (the "Drainage Services Guidelines") as EWSI deems advisable for the purpose of clarifying or explaining:
 - (i) any fee, rate or other charge set out in the Price Schedule, including the circumstances and the manner in which such fee, rate or charge will be applied and billed to a Customer;
 - (ii) the manner in which EWSI's obligations under the EPCOR Drainage Services Bylaw and any applicable federal or provincial legislation or regulations will be fulfilled and the impacts on Customers;
 - (iii) EWSI's operating policies and procedures, and its requirements in relation to provision of Drainage Services or other services, including without limitation requirements intended to: provide security for costs incurred by EWSI, ensure the health and safety of employees, ensure the safety of the infrastructure used for the collection, storage, transportation and pumping of sanitary, storm and combined waste streams, and ensure and maintain the reliability of the Drainage System.

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EWSI may amend the Drainage Services Guidelines from time to time to reflect changes to the industry, EWSI's requirements or the changing needs of EWSI's Customers. A copy of the Drainage Services Guidelines and amendments thereto will be filed with the City Manager for information purposes and can be accessed www.epcor.com.

The Drainage Services Guidelines and any amendments thereto shall be effective as of the date posted to EWSI's website. Without limitation to the foregoing and in the interest of greater clarity, the term "amend" in this clause includes the deletion of all or any portion of any Drainage Services Guideline previously filed with the City Manager.

- (b) Without limiting the generality of Section 2.3(a) above, Drainage Services Guidelines may deal with any or all of the following subject matter:
 - (i) procedures or requirements concerning investigation of Customer complaints and concerns;
 - (ii) procedures or requirements for provision of temporary Drainage Services, including without limitation Drainage Services provided during the construction phase of a development;
 - (iii) procedures or requirements for upgrading, re-sizing relocating or otherwise changing a Drainage Service Connection, whether at the instigation of EWSI or at the request of a Customer;
- (c) Without limiting the generality of Section 2.3 (a) above, Drainage Services Guidelines shall include:
 - (i) Guidelines for public access to information related to Drainage Services consistent with the requirements of the Freedom of Information and Protection of Privacy Act, RSA 2000 c F-25, as amended; and
 - (ii) Guidelines for EWSI's Public Engagement Program consistent with the City's public engagement policy as may be amended.
- (d) The following are deemed to be Drainage Services Guidelines and are effective and binding upon every Customer. The guidelines referenced in subsections (i) – (viii) may be amended or rescinded from time to time by EWSI. The guidelines referenced in subsections (ix) and (x) may be amended from time to time by EWSI.
 - (i) Code of Practice: Oil, Grease & Sediment Interceptor Installation & Maintenance Requirements and Vehicle/Equipment Service & Washing; (S.5, Bylaw 19137, February 19, 2020)
 - (ii) Code of Practice: Hauled Wastewater Discharge Requirements;
 - (iii) Code of Practice: Dental Amalgam Separator Installation & Maintenance Requirements;

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- (iv) Code of Practice: Fat Oil & Grease Interceptor Installation & Maintenance Requirements and Commercial/Institutional Food Preparation; (S.6, Bylaw 19137, February 19, 2020)
 - (v) Code of Practice: Large Volume Releases;
 - (vi) Code of Practice: Commercial / Industrial Line Flushing;
 - (vii) Code of Practice: Flow Monitoring Point Installation Requirements;
 - (viii) The document entitled “Design and Construction Standards for the City of Edmonton – Volume 3 Drainage”;
 - (ix) Guidelines for Public Access to Drainage Services information; and
 - (x) Guidelines for Public Engagement Program.
- (e) While EWSI is committed to, and will endeavour to comply with, its Drainage Services Guidelines, the operations of EWSI are complex and dynamic and the Drainage Services Guidelines may not appropriately or exhaustively deal with every situation that arises. With the exception of the Drainage Service Guidelines provided by Article 2.3(c), EWSI, acting reasonably, may deviate from the provisions of the Drainage Services Guidelines or take action not specifically authorized by these Terms and Conditions or by the Drainage Services Guidelines at EWSI’s sole discretion.

ARTICLE 3 - SEWER CONNECTIONS AND ALTERATIONS

3.1 Sewerage System

- (a) No Person or Owner shall:
 - (i) construct or alter any sewer or Sewer Service;
 - (ii) alter any surface grades or elevations; or
 - (iii) install or alter a culvert;

within a City or EWSI right-of-way, unless a permit authorizing the construction or alteration has been issued by EWSI.

- (b) The Owner of a premises with an access abutting a City or EWSI right-of-way containing a culvert shall maintain the culvert in order to keep it free from obstruction

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3.2 Sanitary Connection Required

The Owner of premises abutting a City or EWSI right-of-way in which there is a Sanitary or Combined Sewer shall apply to EWSI to have the Private Drainage System connected to the Sanitary or Combined Sewer prior to occupancy of the premises.

3.3 New Sanitary Service

When EWSI provides notice to an Owner that a Sanitary Sewer is newly available in the City or EWSI right-of-way abutting the Owner's premises, the Owner shall connect the Private Drainage System from the premises in the manner directed by EWSI.

3.4 Surface Drainage Connection Required

- (a) The Owner of premises other than single family or duplex residential premises shall provide a Private Drainage System for Stormwater from:
 - (i) roofs;
 - (ii) parking areas;
 - (iii) storage areas;
 - (iv) paved areas; and
 - (v) courtyards.
- (b) The Owner of a premises requiring a Private Drainage System pursuant to this section shall apply to EWSI to connect that Private Drainage System to:
 - (i) a Storm Sewer where available;
 - (ii) a Combined Sewer where a Storm Sewer is not available; or
 - (iii) a location designated by EWSI.

3.5 High Potential Contaminant Release Areas

- (a) The Owner of a premises containing a High Potential Contaminant Release Area shall ensure:
 - (i) that the High Potential Contaminant Release Area drains to a separate drain from the surrounding area;
 - (ii) that run-off from the area surrounding the High Potential Contaminant Release Area does not enter the High Potential Contaminant Release Area; and
 - (iii) that the High Potential Contaminant Release Area drains either:

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- (A) to a Stormwater pretreatment facility prior to draining to the Storm Sewer; or
- (B) to the Sanitary or Combined Sewer, but only if:
 - i) the High Potential Contaminant Release Area is covered;
 - ii) the High Potential Contaminant Release Area is less than the greater of:
 - (I) 8 square metres per loading dock; or
 - (II) 250 square metres in total area; or
 - iii) approval has been given by EWSI.

3.6 Foundation Drainage

The Owner of a premises shall apply to EWSI to have the Foundation Drainage System for the premises connected to:

- (a) a Storm Sewer where available; or
- (b) a location designated by EWSI.

3.7 Sewer Alterations

The Owner of a premises may apply to EWSI to have EWSI alter:

- (a) the size of the Sewer Service to the premises; or
- (b) the elevation of the Sewer Service to the premises.

3.8 Temporary Sewer Service

The Owner of a premises that does not abut a City or EWSI right-of-way in which there is a Sanitary or Combined Sewer may apply to EWSI for temporary Sewer Service.

ARTICLE 4 - SEWER CONNECTION REGULATIONS

4.1 Combined Sewer Regulations

- (a) The Owner of premises, other than single family or duplex residential premises, serviced by a Combined Sewer:
 - (i) shall install separate Private Drainage Systems for Stormwater and Wastewater; and
 - (ii) may combine the Private Drainage Systems at the property line.

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- (b) When a Storm Sewer becomes available in a City or EWSI right-of-way abutting the premises referenced in this section, EWSI may require the Private Drainage System for Stormwater be connected to the Storm Sewer.

4.2 Roof Leaders

The Owner of single family or duplex residential premises shall not connect roof leaders to a Combined Sewer unless EWSI has directed that the roof leaders be connected to the Combined Sewer.

4.3 Flow Monitoring Points

- (a) The Owner of a premises serviced by the Sewerage System shall install and maintain an accessible Flow Monitoring Point on each pipe leaving the property:
 - (i) when the pipe is new;
 - (ii) when the premises is redeveloped; or
 - (iii) when required to do so by EWSI.
- (b) A Flow Monitoring Point required by this section shall be constructed and maintained in accordance with the code of practice as provided in the Drainage Service Guidelines.
- (c) The Owner of a premises shall ensure that EWSI has a safe and reasonable means of accessing the Flow Monitoring Point.
- (d) This section does not apply to:
 - (i) residential properties discharging only Wastewater from domestic sources; or
 - (ii) minor redevelopments exempted by EWSI.

4.4 Interceptors

- (a) The Owner of any premises in which there is commercial or institutional food preparation shall provide a fat oil and grease interceptor:
 - (i) on all fixtures that may release fat oil or grease; or
 - (ii) downstream of all fixtures that may release fat oil or grease.
- (b) The Owner of a premises in which vehicles or equipment are serviced, repaired, disassembled or washed shall provide an oil, grease and sediment interceptor:
 - (i) on all fixtures that may release oil, grease or sediment; or
 - (ii) downstream of all fixtures that may release oil, grease or sediment.

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- (c) The Owner of a premises shall install an interceptor when required to do so by EWSI.
- (d) All interceptors required by this section shall be installed and maintained in accordance with the code of practice as provided in the Drainage Service Guidelines.
(S.7, 8, 9, 10, 11, 12, Bylaw 19137, February 19, 2020)

4.5 Dental Amalgam

- (a) The Owner of a premises in which a dental facility is located shall install a dental amalgam separator on all fixtures that may release dental amalgam waste to the Sewerage System.
- (b) All separators required by this section shall be installed and maintained in accordance with the code of practice as provided in the Drainage Service Guidelines.
- (c) This section does not apply to premises:
 - (i) practicing exclusively Orthodontics and Dentofacial Orthopedics; Oral and Maxillofacial Surgery, Oral Medicine and Pathology, Oral and Maxillofacial Radiology, or Periodontics; or
 - (ii) exempted, in writing, by EWSI.

4.6 Screening and Pretreatment

The Owner of a premises shall install screens or pretreatment facilities within the Private Drainage System for the premises when required to do so by the EWSI.

4.7 Monitoring Devices

- (a) The Owner of a premises shall install and maintain monitoring devices when required to do so by EWSI.
- (b) An Owner required to install and maintain a monitoring device pursuant to this section shall:
 - (i) submit the data produced by the monitoring device to EWSI on a monthly basis; and
 - (ii) notify EWSI immediately when the monitoring device detects a Release of a Hazardous, Prohibited or Restricted Waste.

4.8 Interference

No Person or Owner shall alter, remove or destroy any:

- (a) device, facility or infrastructure in a Private Drainage System used to control the rate of release to the Sewerage System;

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- (b) drainage devices, facilities or infrastructure installed on private property that have been required or approved by the EWSI; or
- (c) part of the Sewerage System.

4.9 Property Limitations

- (a) The Owner of a premises shall not extend the Private Drainage System for the premises to any other separately titled lot.
- (b) This section does not apply to extensions to:
 - (i) the City or EWSI right-of-way; or
 - (ii) common property under the *Condominium Property Act*, RSA 2000, c C-22 as amended.

4.10 Abandonment

The Owner of a premises where the Private Drainage System has been, or will be, abandoned shall cap the Sewer Service in a manner acceptable to EWSI.

4.11 Construction and Maintenance of Private Drainage Systems

The Owner of a premises shall be responsible for the construction, maintenance and repair of the Private Drainage System.

4.12 Stormwater Management Facilities

- (a) A Person shall not wade, swim, boat, fish, skate allow pets to enter or carry on any other recreational activity on or in a EWSI Stormwater management facility except as permitted by EWSI. (S.13, Bylaw 19137, February 19, 2020)
- (b) A Person shall not remove any water from a EWSI Stormwater management facility except as permitted by EWSI.

ARTICLE 5 - RELEASES

5.1 No Release

No Person shall release or permit the release of any matter into the Sewerage System or any Watercourse except as permitted in this Article.

5.2 No Prohibited Waste

No Person shall release or permit the release of any Prohibited Waste into the Sewerage System except as permitted in this Article.

5.3 No Restricted Waste

No Person shall release or permit the release of any Restricted Waste into the Sewerage System except as permitted in this Article.

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5.4 No Hazardous Waste

No Person shall release or permit the release of any Hazardous Waste into the Sewerage System except as permitted in this Article.

5.5 Waste Management

A Person who keeps, stores or transports a Prohibited or Restricted Waste shall do so in a manner that ensures that the Prohibited or Restricted Waste is not Released into the Sewerage System.

5.6 No Dilution

No Person shall dilute Wastewater in order to enable the release of that Wastewater in accordance with this Article.

5.7 Large Volume Releases

- (a) No Person shall Release Wastewater that exceeds a volume of 10 cubic metres, into the Sewerage System except as permitted in this Article.
- (b) A Person may Release Wastewater that exceeds a volume of 10 cubic metres, into the Sewerage System if the Release is performed in accordance with the code of practice as established in the Drainage Service Guidelines established by EWSI.

5.8 Sanitary Sewer Permitted Releases

The following may be Released into a Sanitary Sewer:

- (a) Wastewater that does not contain:
 - (i) a Hazardous Waste;
 - (ii) a Prohibited Waste; or
 - (iii) a Restricted Waste
- (b) roof drainage and Subsurface Water from premises connected for that purpose in accordance with this bylaw;
- (c) water obtained from a source other than EWSI in a volume less than or equal to 1 cubic metre per day;
- (d) Stormwater from a High Potential Contaminant Release Area that is
 - (i) covered; or
 - (ii) less than the greater of:
 - (A) 8 square metres per loading dock; or

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(B) 250 square metres in total area; and

(e) Stormwater from a site used by the City for the storage of snow.

5.9 Combined Sewer Permitted Releases

The following may be Released into a Combined Sewer:

- (a) Wastewater that does not contain;
 - (i) a Hazardous Waste;
 - (ii) a Prohibited Waste; or
 - (iii) a Restricted Waste;
- (b) Stormwater, except Stormwater from:
 - (i) a High Potential Contaminant Release Area; or
 - (ii) roof drainage or foundation drainage on single family or duplex residential premises;
- (c) water to which no matter has been added, except from a High Potential Contaminant Release Area;
- (d) roof drainage and Subsurface Water from premises connected for that purpose in accordance with this bylaw;
- (e) water obtained from a source other than EWSI in a volume less than or equal to 1 cubic metre per day; and
- (f) Stormwater from a High Potential Contaminant Release Area treated so that it does not contain:
 - (i) a Hazardous Waste;
 - (ii) a Prohibited Waste; or
 - (iii) a Restricted Waste; (S.14, 15, Bylaw 19137, February 19, 2020)

5.10 Sanitary and Combined Sewer Permitted Releases

The following may be Released into a Sanitary Sewer or a Combined Sewer if prior written approval for the Release has been given by EWSI:

- (a) Wastewater, Stormwater or Subsurface Water from a remediation site;
- (b) Stormwater and Subsurface Water from a premises when required;

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- (c) a limited quantity of Wastewater containing Prohibited Waste or Restricted Waste, if the Release can be shown to have a minimal adverse effect on the Sewerage System;
- (d) Wastewater from a swimming pool, tank, pond, vessel, reservoir or other containment device or structure if the volume of the device or structure is 10 cubic metres or greater;
- (e) Wastewater from line flushing activity, if the line flushing activity is performed in accordance with the code of practice as established in the Drainage Services Guidelines;
- (f) non-residential Wastewater containing a Restricted Waste where it can be demonstrated that the best available technology cannot meet the concentration levels set out in Appendix B;
- (g) non-residential Wastewater containing a Restricted Waste provided that a satisfactory plan to control and reduce the Release of the Restricted Waste has been developed and implemented;
- (h) water obtained from a source other than EWSI in a volume greater than 1 cubic metre per day;
- (i) non-contact cooling water; and
- (j) any other matter that EWSI considers, on reasonable grounds, it is in the public interest to Release to the Sanitary Sewer.

5.11 Storm Sewer Permitted Releases

The following may be Released into a Storm Sewer, Stormwater management facility or Watercourse:

- (a) Stormwater or Subsurface Water, except from a remediation site or a High Potential Contaminant Release area, that does not contain:
 - (i) a Hazardous Waste;
 - (ii) a Prohibited Waste; or
 - (iii) a Restricted Waste;
- (b) run-off water resulting solely from:
 - (i) street cleaning;
 - (ii) extinguishing fires;
 - (iii) garden and lawn maintenance; and

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- (iv) washing of single family or duplex residential premises; (S.16, Bylaw 19137, February 18, 2020)
- (c) Wastewater resulting from exterior cleaning in a High Potential Contaminant Release Area that has been treated so that it does not contain:
 - (i) a Hazardous Waste;
 - (ii) a Prohibited Waste; or
 - (iii) a Restricted Waste; and
- (d) Stormwater from a High Potential Contaminant Release Area that has been treated so that it does not contain:
 - (i) a Hazardous Waste;
 - (ii) a Prohibited Waste; or
 - (iii) a Restricted Waste.

5.12 Storm Sewer Permitted Releases

The following may be Released into a Storm Sewer if prior written approval for the Release has been given by EWSI:

- (a) Stormwater or Subsurface Water from a remediation site;
- (b) Wastewater resulting from the exterior cleaning of buildings, structures or fixtures, other than single family or duplex residential premises, that does not contain:
 - (i) a Hazardous Waste;
 - (ii) a Prohibited Waste; or
 - (iii) a Restricted Waste;
- (c) Wastewater from line flushing activity, if the line flushing activity is performed in accordance with the code of practice as established in the Drainage Services Guidelines;
- (d) non-residential Stormwater containing a Restricted Waste provided that a plan to control and reduce the Release of Restricted Wastes has been developed and implemented to the satisfaction of EWSI; and
- (e) any other matter that EWSI considers, on reasonable grounds, it is in the public interest to Release to the Storm Sewer.

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5.13 Hauled Wastewater

- (a) No Person shall Release, discharge or permit the Release or discharge of hauled Wastewater unless the discharge:
- (i) is made by a Person holding a valid business licence issued by the City with proof of that licence displayed on the vehicle;
 - (ii) is made at a location and in a manner approved by EWSI;
 - (iii) is documented in a manner directed by EWSI;
 - (iv) uses a discharge hose at the approved location placed securely in the discharge portal;
 - (v) either:
 - (A) contains only the matters set out in Article 5.9; or
 - (B) is from solely domestic sources and contains no Hazardous Waste; and
 - (vi) is done in accordance with the code of practice as established by the Drainage Services Guidelines.
- (b) When the Release or discharge of Hauled Wastewater has been prohibited by EWSI in accordance with these Terms and Conditions, the Person prohibited from releasing or discharging the hauled Wastewater must provide to EWSI the following information, in writing, within seven days of the prohibition:
- (i) the name and relevant contact information of the generator of the Wastewater that was prohibited;
 - (ii) the address from which the Wastewater that was prohibited originated;
 - (iii) a description of the location and equipment from which the Wastewater that was prohibited was collected;
 - (iv) the composition of the Wastewater that was prohibited; and
 - (v) the final location at which the Wastewater was Released.

5.14 Residue Disposal

The Owner of a premises who treats Wastewater or Stormwater prior to Release to the Sewerage System must:

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- (a) dispose of any residue generated in that treatment process in a manner acceptable to EWSI;
- (b) maintain for a minimum of two years accurate records on the amount of residue stored, transported and disposed; and
- (c) provide EWSI with the records kept on the storage, transportation and disposal of the residue upon request.

5.15 Compliance Program

A Person may Release matter in accordance with a compliance program approved by EWSI.

5.16 Release Reporting

- (a) Any Person who Releases or permits the Release of any matter other than those permitted in this Article shall, immediately after becoming aware of the Release, notify:
 - (i) EWSI;
 - (ii) the Owner of the premises from which the Release originated, if known; and
 - (iii) any other Person who may be directly affected by the Release.
- (b) The notification of EWSI shall include:
 - (i) the name of the Person causing or permitting the Release;
 - (ii) the location of the Release;
 - (iii) the name of the Person reporting the Release;
 - (iv) the date and time of the Release;
 - (v) the type of material Released and any associated hazards;
 - (vi) the volume of material Released; and
 - (vii) corrective action taken or anticipated to control the release.

5.17 Release Control

Any Person who Releases or permits the release of any matter other than those permitted in this Article shall, immediately after becoming aware of the Release, take all reasonable steps to:

- (a) confine, remedy and repair the effects of the Release; and
- (b) remove or otherwise dispose of the matter in a manner that minimizes any adverse effects.

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5.18 Owner Report

- (a) The Owner and/or Customer of a premises from which a Release has been reported shall submit a written report to EWSI within seven days of the Release. (S.17, Bylaw 19137, February 19, 2020)

(b)

A report required by this Article shall include:

- (i) the date and time of the Release;
- (ii) the location of the Release;
- (iii) the duration of the Release;
- (iv) the rate of the Release;
- (v) composition of the Release, including the composition and amount of each substance in the Release;
- (vi) the circumstances leading to the Release;
- (vii) the steps taken to minimize, control or stop the Release;
- (viii) the procedures that will be implemented to prevent similar Releases in the future;
- (ix) a summary of any harm caused by the Release; and
- (x) any other information required by EWSI.

ARTICLE 6 - SURFACE DRAINAGE**6.1 Release of Stormwater and Subsurface Water**

The Owner and/or Customer of a premises must control the Release of Stormwater and Subsurface Water when directed to do so by EWSI including:

(S.18, Bylaw 19137, February 19, 2020)

- (a) the rate of Release of Stormwater and Subsurface Water to the Sewerage System or any surface drainage feature; and
- (b) the location of the Release of Stormwater and Subsurface Water from the premises.

6.2 Compliance with Encumbrances

The Owner and/or Customer of a premises shall comply with the terms and conditions of any restrictive covenant, easement agreement, utility right-of-way or any other document registered on the certificate of title for that premises in which EWSI has an interest, including encumbrances designed to protect: (S.19, Bylaw 19137, February 19, 2020)

(a) a drainage structure;

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- (b) a swale;
- (c) a ditch;
- (d) the overflow area of a Stormwater management facility;
- (e) the stability of a slope; or
- (f) any other surface drainage feature.

ARTICLE 7 - APPLICATIONS, PERMITS AND APPROVALS

7.1 Requirement for Account and Obligation to Pay

Subject to Article 7.5, prior to receiving any Drainage Services from EWSI, an Owner, or Customer is obligated to open an account for water services as required by EPCOR Water Services and Wastewater Treatment Bylaw.

7.2 Applications for Connections

- (a) A Customer applying for new Sewer Service to the premises or an alteration to an existing Sewer Service to the premises must submit the following to EWSI:
 - (i) an application in a form acceptable to EWSI;
 - (ii) the sanitary sewer trunk charge;
 - (iii) any additional charges applicable to the construction or alteration of the Sewer Service; and
 - (iv) any additional information required by EWSI.
- (b) The Owner of a premises other than a single family or duplex residential premises must also submit the following to EWSI when applying for new Sewer Service to the premises or an alteration to an existing Sewer Service to the premises, signed and sealed by a professional acceptable to EWSI:
 - (i) a site mechanical and lot grading plan approved by the City;
 - (ii) an assessment of the potential for the premises to Release contaminated surface water to the Sewerage System, pipe bedding or Watercourse, including:
 - (A) all existing information regarding soil contaminants on site;
 - (B) all bore hole logs;
 - (C) all Subsurface Water and soil sampling data; and

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- (D) any other information required by EWSI;
- (iii) an assessment of the potential to Release Wastewater or Stormwater in contravention of this bylaw; and
- (iv) plans for facilities, means and monitoring to prevent soil or Subsurface Water from contaminated sites from adversely affecting or entering the Sewerage System.

7.3 Applications to Release Matter

A Person applying to Release matter into the Sewerage System must submit to EWSI:

- (a) An application in a form acceptable to EWSI; and
- (b) Any fees payable as set out in Schedule 1, Part II;

7.4 Applications for Compliance Program Approval

A Person applying for the approval of a compliance program must submit to EWSI:

- (a) an application in a form acceptable to EWSI;
- (b) the compliance program specifications signed and sealed by a professional acceptable to EWSI; and
- (c) the fee payable for a compliance program approval application as set out in Schedule 1, Part II.

7.5 Applications for Sewer Metering Approval

A Person applying for the approval of sewer metering in place of water metering for the purpose of sanitary utility charges must submit to EWSI:

- (a) an application in a form acceptable to EWSI;
- (b) a report on the proposed sewer metering signed and sealed by a professional acceptable to EWSI; and
- (c) the fee payable for a sewer metering approval application as set out in Schedule 1, Part II.

7.6 Applications for Utility Credit or Large Wholesale Designation

- (a) A Person applying for the approval of credit on their sanitary utility charges or Stormwater utility charges must submit to EWSI:
 - (i) an application in a form acceptable to EWSI;
 - (ii) a report showing the evidentiary basis for the credit claimed; and

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- (iii) the fee payable for a utility credit application as set out in Schedule 1, Part II.
- (b) A Person applying for approval for a premises to be designated as large wholesale must submit to EWSI:
 - (i) an application in a form acceptable to EWSI;
 - (ii) a report showing the evidentiary basis for the large wholesale designation, including proof of the satisfactory operation and maintenance of a Private Drainage System containing a large interconnected collection system on the premises; and
 - (iii) the fee payable for a large wholesale designation application as set out in Schedule 1, Part II.

7.7 Compliance with Conditions

The holder of a permit or approval must comply with the terms and conditions imposed on the permit or approval.

EWSI may revoke, suspend or refuse to re-issue, vary, or impose conditions on any permit or approval if, in the opinion of EWSI, the permit or approval holder has failed to comply with the terms and conditions of the permit or approval or for any other reason which in EWSI's sole judgment requires such action.

The onus of proving a permit or approval has been issued in relation to any activity otherwise regulated, restricted or prohibited by the Terms and Conditions is on the Person alleging the existence of such a permit on a balance of probabilities;

The onus of proving that a Person is exempt from the provisions of the Terms and Conditions requiring a permit or approval is on the Person alleging the exemption on a balance of probabilities

7.8 Rejection of Application for Drainage Services

EWSI may, without limitation, reject any Customer's request for Drainage Services when:

- (a) the Customer has not complied with the requirements of the Terms and Conditions;
- (b) the Customer does not have currently in effect all approvals that may be required for the installation of the Sewer Service;
- (c) the Customer refuses to enter into a Drainage Services Agreement or other form of agreement acceptable to EWSI;

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- (d) any representation made by the Customer to EWSI for the purpose of obtaining or continuing Drainage Services is, in EWSI's reasonably held opinion, fraudulent, untruthful or misleading;
- (e) the Customer has not, when requested by EWSI to do so, provided a signed written application for Drainage Services;
- (f) the type of Drainage Services or Sewer Service applied for is not available or not normally provided by EWSI in the locality where the Drainage Services are requested;
- (g) the requirements of the Drainage Services Guidelines have not been met;
- (h) the proposed Drainage Services or Service Connection, in EWSI's reasonably held opinion, has unusual characteristics that might adversely affect the quality of Drainage Services supplied to other Customers, public health or safety, the health or safety of EWSI's personnel, or the safety or reliability of any other Facilities or the Sewerage System;
- (i) a previous Customer at the site had a history of non-payment and EWSI believes, on reasonable grounds, that the defaulting Customer would continue to occupy the premises;
- (j) the Customer has an outstanding balance with EWSI for Water or Drainage Services; or
- (k) the Customer has failed to provide the security required by EWSI.

7.9 Customer Contracts
(a) Drainage Services Agreement

EWSI may, in its sole discretion, require a Customer previously connected or seeking to connect to the Drainage System to sign a Drainage Services Agreement in respect of a Service Connection, as a condition of receiving or continuing to receive a Service Connection or Drainage Services.

(b) Assignment of Contractual Obligations

All Drainage Services, whether or not they require EWSI's assignment consent, that are properly assigned or otherwise transferred to a corporate Customer's affiliate or successor taking over the operation of a Customer's business and operations at premises subject to a pre-existing Account, shall be subject to the terms of the Customer's Drainage Services Agreements and billing history. Any change in service requirements as a result of such assignment or transfer shall be made in accordance with these Terms and Conditions. The existing contractual arrangements will remain in place until any new agreements have been approved and accepted by both parties.

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7.10 Authorizations and Approvals for Service Connection

The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. EWSI shall not be required to commence or continue installation or operation of a Service Connection unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of EWSI's requirements applicable to the installation and operation of the Service Connection. EWSI reserves the right to verify that all necessary authorizations have been obtained by Customers.

7.11 Scheduling for Service Connection

EWSI shall schedule Customers for Sewer Service after:

- (a) the Customer has complied with EWSI's application requirements;
- (b) the Customer has complied with the requirements of all applicable construction and safety standards, applicable legislation and regulations, including City of Edmonton bylaws; and
- (c) the Customer's application for Drainage Services has been accepted by EWSI.

ARTICLE 8 - DRAINAGE SERVICE REQUIREMENTS AND FACILITIES**8.1 Protection of EWSI's Facilities and Property of Other Customers**

- (a) No Interference with Facilities

Without prior approval, the Customer shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures, fences or landscaping that could interfere with the proper and safe access to, or operation of EWSI's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

Only an employee or authorized agent of EWSI shall remove, operate, or maintain EWSI Facilities. A Customer shall not obstruct access to or interfere with any Facility or permit the same to be done by any Person other than an employee or authorized agent of EWSI. If a Customer or a Person authorized by a Customer fails to comply with this provision, the Customer is responsible to pay the cost of repairing or otherwise remedying any damage to or loss of Facilities located on the Customer's premises or premises controlled by the Customer, unless caused by circumstances, as determined in EWSI's sole discretion, to have been beyond the Customer's control.

- (b) Deep Ground Disturbance in Proximity to Drainage Facilities

Any party that proposes any construction involving ground disturbance to a depth exceeding two (2) metres within five (5) metres of the boundary of lands

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containing EWSI Facilities is required to enter into a Facility Proximity Agreement with EWSI, prior to performing the ground disturbance.

(c) **Protection of the Private Drainage System, Equipment and Assets on Customer's Property**

The Customer is solely responsible to take all necessary measures to prevent damage to the Private Drainage System and any other equipment or assets connected to the Facilities on the Customer's property due to any cause, including, without limitation, freezing and settlement or movement of the structure or soil through which the Private Drainage System passes. EWSI shall not be liable for any repair, maintenance or replacement of any portion of the Private Drainage System, except where damage to the Private Drainage System is caused by a deliberate or gross negligent act of EWSI.

The Customer shall provide and maintain, at no cost to EWSI, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's premises. If the Customer refuses, EWSI may, at its option, provide and maintain such protective barriers, and charge the Customer for these Drainage Services. Such space, and protective barriers shall be in conformity with applicable laws and regulations and subject to EWSI's approval.

(d) **Compliance with Requirements and Use of Service Connection**

The Customer shall ensure that the Private Drainage System and any other equipment or assets comply with the requirements of any applicable code or regulation and with the Drainage Services Guidelines. The Customer shall not use a Service Connection or any Drainage Services received in a manner so as to cause interference with any other Customer's use of a Service Connection or Drainage Services. At EWSI's request, a Customer shall take whatever action is required to correct such interference or disturbance at the Customer's expense.

(e) **Customer to Pay Relocation Costs**

The Customer shall pay all costs of relocating EWSI's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by EWSI, the Customer shall pay the estimated cost of the relocation in advance.

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ARTICLE 9 - EASEMENTS, RIGHTS-OF-WAY, AND USE OF AND ACCESS TO FACILITIES**9.1 Easements and Rights-of-Way**

At the request of EWSI an Owner shall grant or cause to be granted to EWSI, without cost to EWSI, such easements or rights-of-way over, upon or under property owned or controlled by the Owner as EWSI reasonably requires for the construction, installation, maintenance, repair, and operation of the Sewerage System.

9.2 Right of Entry

- (a) EWSI's employees, agents and other representatives shall have the right to enter a Customer's premises at all reasonable times, or at any time during an event of Force Majeure, for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing EWSI's Facilities and for any other purpose incidental to the provision of Drainage Services. A Customer shall not prevent or hinder EWSI's entry to the Customer's premises for any such purpose. Without limiting the generality of the foregoing,

EWSI has the right to enter a Customer's premises at any reasonable hour in order to:

- (i) install, inspect, test, repair, replace or remove Facilities;
 - (ii) perform necessary maintenance to Facilities;
 - (iii) investigate or respond to a Customer complaint or inquiry;
 - (iv) conduct an unannounced inspection where EWSI has reasonable grounds to believe that interference with Facilities has occurred or is occurring and
 - (v) take necessary corrective action to safeguard and maintain the Drainage System.
- (b) EWSI will make reasonable efforts to notify the Customer in advance of entering a Customer's premises or to notify any other Person who is at the Customer's premises and appears to have authority to permit entry, except:
- (i) in cases of emergency;
 - (ii) where entry is permitted by order of a court or other authority having jurisdiction;
 - (iii) where otherwise legally empowered to enter;

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- (iv) where the purpose of the entry is in accordance with Article 9 of these Terms and Conditions.
- (c) EWSI may charge a “no access fee” sufficient to cover EWSI’s reasonable costs, if EWSI’s lawful entry to a Customer’s premises is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

9.3 Access to Sewerage System

- (a) A Customer shall be responsible for managing vegetation on the property owned or controlled by the Customer and to maintain adequate clearances to avoid interference with EWSI’s Facilities.
- (b) A Customer shall not obstruct or hinder EWSI’s free and direct access to any of its Facilities.
- (c) EWSI, in its sole discretion, may consider the presence of a dog to be an obstruction or a hindrance to access to any Facilities and may notify the Customer of any conditions or actions required to enable access to the Facility by appointment with the Customer.
- (d) Where a Customer contravenes any provision of Sections 9.1, 9.2 or 9.3 and fails to remedy such contravention within ten (10) days after receiving from EWSI a notice in writing to do so, then in addition to any other legal remedy available EWSI may take any steps necessary to remedy the contravention and may charge any costs of so doing to the Customer’s Account. These steps include, but are not limited to, turning off water services in accordance with EPCOR Water Services and Wastewater Treatment Bylaw.

9.4 Customer Responsibility for Use of Facilities

A Customer shall not use the Sewerage System in a manner that interferes with any other Customer’s use of the Sewerage System. At EWSI’s request, the Customer shall take whatever action is required to correct any interference, disturbance or adverse effect at the Customer’s expense.

ARTICLE 10 - SEWERAGE SYSTEM EXTENSIONS

10.1 Estimated Cost

Upon a Customer’s request for a new or upgraded Service Connection involving construction of new Facilities or an extension to the Sewerage System, EWSI shall prepare a proposal outlining the estimated cost of the Service Connection including all necessary new Facilities or extensions to the Sewerage System.

Where a Customer-requested new or upgraded Service Connection requires cross-lot servicing, EWSI may in its sole discretion decline to construct the Service Connection.

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10.2 Agreement in Writing for Sewerage System Extension

A new or upgraded Service Connection involving new Facilities or an extension to the Sewerage System shall not be constructed unless the Customer has executed a Drainage Services Agreement for the proposal with EWSI.

10.3 Customer Payment for Sewerage System Extension Costs

Unless otherwise specified in a Drainage Services Agreement the full cost of any new Facilities or extensions to the Sewerage System shall be paid by the Customer whose new or upgraded Service Connection gives rise to the need for the new Facilities or extension to the Sewerage System.

10.4 Changes to Amount Payable by Customer

Following construction completion, and placing the new Facilities into service pursuant to Article 9 hereof, the amount payable by the Customer will be changed to the actual full cost of the new Facilities. Where the actual full cost exceeds the estimate, EWSI will provide the customer with a written explanation for the change.

ARTICLE 11 - DRAINAGE SERVICE CONNECTIONS**11.1 Engineering, Design and Construction Requirements for Service Connections**

- (a) Unless otherwise specified in a written agreement between EWSI and the Customer, it is the Customer's responsibility to supply at the Customer's cost:
 - (i) any plans and engineering reports pertaining to the Service Connection that EWSI may reasonably require, signed and sealed by a Professional Engineer;
 - (ii) an engineering report describing the design, construction and materials proposed, including measures to prevent adverse effects of contaminated soils, groundwater, or adverse soil conditions on the Drainage System;
 - (iii) proof to EWSI's satisfaction, that the Service Connection and the Private Service Line meet all requirements of these Terms and Conditions, the Design and Construction Standards and the Drainage Services Guidelines, and conform to the requirements of all applicable legislation including municipal bylaws and regulations;
- (b) The Customer shall be responsible for the installation and condition of the Private Service Line and all other piping and equipment or any other assets on the Customer's side of the Service Connection Point.
- (c) The Customer shall determine whether he requires any devices to protect his premises or property from damage that may result from the use of a Service Connection or Drainage Services. The Customer shall provide and install any

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such devices at the Customer's sole expense provided that they do not obstruct or interfere with EWSI's Facilities.

ARTICLE 12 - CHANGES TO SERVICE CONNECTIONS OR OTHER FACILITIES**12.1 Requirement to Give Notice of Changes to Drainage Service Requirements**

A Customer shall give to EWSI reasonable prior notice, written or verbally recorded, of any requested change to a Service Connection, to enable EWSI to determine whether or not it can accommodate such revised Drainage Service without changes to other EWSI Facilities.

12.2 Customer to Bear Cost of Changes to EWSI Facilities

If EWSI determines that any modifications, extensions or additions are required to existing Facilities to accommodate:

- (a) a Customer's request for change to a Service Connection; or
- (b) any material change to a Customer's use of Drainage Services, regardless of whether the Customer requests a change to the Service Connection

the Customer is obligated to pay the full cost of such modifications, extensions or additions to Facilities, unless otherwise specified in a Drainage Services Agreement or under the provisions of a water main cost sharing program offered by EWSI.

ARTICLE 13 - GENERAL RESTRICTIONS AND PROHIBITIONS**13.1 Discontinuation of Drainage Service**

In addition to any other remedy or penalty, EWSI may discontinue the provision of Drainage Services to any premises if the Customer of that premises is in breach of these Terms and Conditions and no less than forty-eight hours advance notice of the discontinuance is provided to the Customer of the premises.

13.2 Discontinuation of Water Service

In addition to any other remedy or penalty, EWSI may discontinue the provision of water services as provided by EPCOR Water Services and Wastewater Treatment Bylaw to any premises if the Customer of that premises is in breach of these Terms and Conditions and no less than forty-eight hours advance notice of the discontinuance is provided to the Customer of the premises.

13.3 Prohibition of Release

In addition to any other remedy, EWSI may prohibit a Person from releasing or discharging hauled Wastewater if that Person is in breach of these Terms and Conditions.

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13.4 Refusal to Approve Plans

In addition to any other remedy or penalty, EWSI may refuse to approve any plans for a premises until the owner of the premises has complied with this bylaw.

13.5 Obstruction

A Person shall not obstruct or hinder any Person in the exercise or performance of the Person's powers pursuant to these Terms and Conditions.

13.6 Contravention of Terms and Conditions

When a Customer or Person contravenes any provision of these Terms and Conditions, in addition to any other legally available remedy, EWSI may take any steps reasonably necessary to remedy the contravention and may charge any costs of so doing to the Customer's or Person's Account.

ARTICLE 14 - LIABILITY AND INDEMNIFICATION**14.1 Limitation of EWSI Liability**

- (a) Notwithstanding any other provision of these Terms and Conditions or any provision of any agreement between EWSI and a Customer relating to the provision of Drainage Services (an "EWSI Agreement") EWSI, its directors, officers, agents, employees and representatives ("EWSI Parties") shall not be liable to the Customer, its directors, officers, agents, employees and representatives ("Customer Parties") for any loss, injury, damage, expense, charge, cost or liability of any kind, including without limitation, liability for nuisance or any other tort that does not require a finding of intention or gross negligence, suffered or incurred by the Customer Parties, or any of them, whether of a direct, indirect, special or consequential nature, however or whenever caused, and whether in any way caused by or resulting from the acts or omissions of the EWSI Parties, or any of them, except for direct property damages incurred by the Customer as a direct result of a breach of these Terms and Conditions or applicable EWSI Agreement or other act or omission by an EWSI Party, which breach or other act or omission is caused by the gross negligence or intentional tort of such EWSI Party.
- (b) Any liability under this Section will be limited to an amount in proportion to the degree to which the EWSI Party is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct property damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of capital, and loss of use of any Facilities or property, or any other similar damage or loss whatsoever.
- (c) For greater certainty and without limiting the generality of the foregoing, EWSI is not liable for any loss, damage or physical harm to any Person (except where

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caused by the gross negligence or intentional tort of an EWSI Party) and arising from or caused directly or indirectly, in whole or in part, by any:

- (i) any failure, defect, fluctuation, reduction or interruption in the provision of Drainage Services by EWSI to its Customers, whether resulting from the break or malfunction of any sewer main, service, Private Service Line or attachment, or from the interruption in or cessation of Drainage Services Connection with the repair or proper maintenance of the Drainage System.
- (d) All limitations, protections and exclusions of liability contained in any provincial or federal legislation are in addition to and not in derogation of or substitution for the limitations of EWSI's liability contained in these Terms and Conditions.

14.2 Release

Subject to Section 14.1 above, none of the EWSI Parties (as defined above) will be liable to any of the Customer Parties (as defined above) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer Parties or any of them, however and whenever caused, and each Customer Party hereby forever releases each of the EWSI Parties from any liability or obligation in respect thereof.

14.3 EWSI Not Liable to Customer

For greater certainty and without limitation to the provisions of Sections 14.1 and 14.2, EWSI Parties shall not be liable to a Customer for any damages of any kind (except to the extent the damages are caused by the gross negligence or intentional tort of an EWSI Party) caused by or arising from any EWSI Party's act in compliance with, or as permitted by, these Terms and Conditions, a Drainage Services Agreement, or any legal or regulatory requirement related to provision of Drainage Services.

14.4 Customer Liability

- (a) In addition to any other liability provisions set out in these Terms and Conditions or any provision in a Drainage Services Agreement or any other agreement between a Customer and EWSI, a Customer Party (as defined above) shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by EWSI Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of a Customer Party that result in a breach ("Breach") of these Terms and Conditions or the applicable agreement, or any negligent or wilful acts or omissions of harm of a Customer Party whether or not they constitute a Breach.
- (b) A Customer shall indemnify and hold EWSI and its employees and agents harmless from and against any claim (including any claim by another Customer of EWSI) for any loss, damage, expense, charge, cost (including legal fees), fine, penalty or other liability of any kind suffered or incurred by EWSI arising out of or in any way connected with:

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- (i) any failure by the Customer to comply with these Terms and Conditions;
 - (ii) any damages to EWSI's Facilities or the facilities of another Customer caused by equipment installed or actions taken or failed to be taken by the Customer;
 - (iii) any claim, damages, or loss suffered by the Customer as a result of any act or omission of an agent acting for such Customer.
- (c) Any claim by a Customer for direct losses, damages, expenses, charges, costs or other liabilities not barred or restricted under these Terms and Conditions must be communicated in writing to EWSI within 180 days from the date of occurrence of the incident giving rise to the claim or the date on which the Customer ought reasonably to have become aware of the occurrence or incident, failing which EWSI shall have no liability or responsibility whatsoever to the Customer in respect of the claim.

14.5 Force Majeure**(a) Force Majeure Relief**

If an event or circumstance of Force Majeure occurs that affects EWSI's ability to provide a Service Connection or Drainage Services, EWSI's obligations and responsibilities hereunder and under any agreement relating to Service Connections or provision of Drainage Services, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Service Connection or Drainage Services. Flat Monthly Service Charges, if applicable, will continue to be payable during the period in which EWSI claims relief by reason of Force Majeure.

(b) Notice

EWSI shall where practicable give notice of an event of Force Majeure to Customers affected and shall where practicable give notice to Customers affected when the Force Majeure event ceases to prevent performance of EWSI's obligations.

(c) Obligation to Remedy

EWSI shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

(d) Strikes and Lockouts

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of EWSI and EWSI may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial

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disturbance shall constitute a cause or event within the control of EWSI or deprive EWSI of the benefits of this Section 14.5.

ARTICLE 15 - ADDITIONAL PROVISIONS RELATING TO DRAINAGE SERVICES**15.1 Ownership of Facilities**

EWSI remains the owner of all Facilities necessary to provide Drainage Services to Customers or Owners, to and including the Service Connection Point, unless a written agreement between EWSI and a Customer specifically provides otherwise. Payment made by a Customer for costs incurred by EWSI in installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between EWSI and the Customer specifically provides otherwise.

15.2 Proper Use of Drainage Services

The Customers assume full responsibility for the proper use of the Service Connection and Drainage Services provided by EWSI and for the condition, suitability and safety of any and all Facilities on the Customer's premises or on premises owned by the Customer or premises controlled but not owned by the Customer. The Customer shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to EWSI, its agents or employees, EWSI property or otherwise, arising directly or indirectly by reason of

- (a) the routine use of the Drainage System,
- (b) the Customer's improper or negligent use of Drainage Services, Sewer Service Facilities, or the Sewerage System; or
- (c) the negligent acts or omissions or wilful acts or omissions of the Customer or any Person permitted on the Customer's property.

15.3 Compliance with Applicable Legal Authorities

EWSI and all Customers are subject to, and shall comply with, all applicable federal, provincial and local laws, and all applicable orders or other actions of governmental authorities having jurisdiction. EWSI's obligation to provide or continue to supply a Service Connection or Drainage Services or otherwise terminate Drainage Services, in respect of any Customer, is subject to the condition that all requisite governmental and regulatory approvals for the supply or continued provision of the Service Connection or Drainage Services or or termination are obtained and in force.

15.4 Powers of EWSI

Without restricting any other power, duty or function in this bylaw EWSI may:

- (a) carry out any inspection to determine compliance with this bylaw;
- (b) take any steps or carry out any actions required to enforce this bylaw;

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- (c) take any steps or carry out any actions required to remedy a contravention of this bylaw;
- (d) establish areas where activities restricted by this bylaw are permitted;
- (e) establish forms for the purpose of this bylaw;
- (f) issue permits and approvals with such terms and conditions as are deemed appropriate;
- (g) establish criteria to be met for a permit or approval to be issued pursuant to this bylaw;
- (h) waive or vary any fee payable pursuant to this bylaw; and
- (i) delegate any powers, duties or functions under this bylaw to an employee of EWSI.

15.5 Interference with EWSI's Property

No one other than an employee or authorized agent of EWSI shall be permitted to remove, operate, or maintain Facilities owned by EWSI. A Customer shall not interfere with or alter Facilities or permit the same to be done by any Person other than the authorized agents or employees of EWSI.

15.6 Drainage Services Interruptions and EWSI Obligation to Respond

- (a) While EWSI takes all reasonable efforts to guard against Drainage Services interruptions, it does not guarantee uninterrupted Drainage Services or any particular standard of Drainage Services. EWSI shall at any time, without liability whatsoever to any Customer, have the right to discontinue or otherwise curtail, interrupt or reduce Drainage Services to Customers whenever EWSI reasonably determines, or when EWSI is directed by an authority having jurisdiction, that such discontinuance curtailment, interruption or reduction is:
 - (i) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EWSI's Facilities;
 - (ii) necessary to facilitate a Customer's construction, installation, maintenance, repair or replacement of its infrastructure used to for Drainage Services;
 - (iii) pursuant to non payment of amounts due and payable on a Customer's Account;
 - (iv) necessary to maintain safety and reliability of the Sewerage System; or
 - (v) due to any other reason including: dangerous or hazardous circumstances, emergencies, forced outages, or Force Majeure.
- (b) EWSI shall use reasonable efforts to;

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- (i) provide notice of any Drainage Services reduction or interruption;
 - (ii) minimize such interruption duration and occurrences;
 - (iii) schedule planned interruptions as much as possible at times convenient to Customers; and
 - (iv) restore extended Drainage Service interruptions due to sewer main breaks, plugged or collapsed sewer lines or other reasons as soon as practicable.
- (c) EWSI is obligated to make reasonable efforts to respond to a Customer requested service call within a reasonable time, and to minimize Drainage Service interruptions to Customers. The Customer shall pay the cost of a Customer-requested service call and all related work if the cause of the problem is outside the Sewerage System and is not the direct result of an act or omission of an employee, contractor or agent of EWSI that is grossly negligent or an intentional tort.
- (d) Either EWSI or the City, or both of them jointly, may at any time issue an Order directing all Customers to cease or restrict use of the Sewerage System in the manner and for the period of time specified in the Order, and may cause such Order to be publicly disseminated via print or electronic media or by posting on the websites of EWSI or the City. A Customer is deemed to have received notice of such Order and to be aware of its content 24 hours after it is publicly disseminated, or at such sooner time as a copy of the Order is delivered to the Customer's service address as shown in the Customer's account by an employee, agent or other representative of EWSI or of the City.

15.7 Assignments

- (a) A Customer shall not assign any of its rights or obligations under these Terms and Conditions or a Drainage Services Agreement or any other agreement with EWSI relating to a Service Connection or Drainage Services without obtaining any necessary regulatory approvals and EWSI's approval where required in such agreement. No assignment shall relieve the Customer of any of its obligations under these Terms and Conditions until such obligations have been assumed by the assignee and EWSI has agreed to the assignment and novation. Any purported assignment by a Customer in violation of this section shall be void.
- (b) EWSI may assign all or any part of its rights or obligations under these Terms and Conditions or a Drainage Services Agreement, or any entitlement to payment under any Customer Account, to any Person with or without notice to the Customer.

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15.8 No Waiver

The failure of EWSI or a Customer to insist upon strict performance of any provision of these Terms and Conditions or a Drainage Services Agreement or any other agreement between EWSI and the Customer relating to a Service Connection or Drainage Services, or to take advantage of any of its rights arising therefrom, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or rights. No provision of these Terms and Conditions or a Drainage Services Agreement or any other agreement between EWSI and a Customer relating to a Service Connection or Drainage Services shall be deemed to have been waived, and no breach thereof shall be deemed to have been excused, unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

15.9 Law

- (a) These Terms and Conditions and any Drainage Services Agreement or other agreement between EWSI and a Customer relating to a Service Connection or Drainage Services shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any legal proceedings arising in connection with these Terms and Conditions or any other agreement relating to a Service Connection or Drainage Services shall be brought in the courts of the Province of Alberta.
- (b) Nothing in these Terms and Conditions, including the issuance of a permit, any approval, and any inspections conducted by EWSI, relieves any Person of their legal duty to comply with these Terms and Conditions.

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Appendix A – Prohibited Wastes

The following are designated as Prohibited Wastes:

1. any matter in a concentration that may cause a hazard to human health;
2. any flammable liquid or explosive matter that, by itself or in combination with another substance, is capable of causing or contributing to an explosion or supporting combustion;
3. any matter that by itself or in combination with another substance is capable of obstructing the flow of or interfering with the operation or performance of the Sewerage System, Watercourse, or treatment facility including but not limited to:
 - a. agricultural wastes;
 - b. animals, including fish and fowl or portions thereof that will not pass a two centimetre screen;
 - c. ashes;
 - d. asphalt;
 - e. concrete and cement based products;
 - f. gardening wastes;
 - g. glass;
 - h. gravel, into the sanitary Sewerage System;
 - i. metal;
 - j. hair and hair clippings;
 - k. cardboard and paper, excluding toilet tissue into the Sanitary Sewer or Combined Sewer;
 - l. plastics;
 - m. personal hygiene products;
 - n. rags, paper towels and cloth;
 - o. rock;
 - p. sediment, into the sanitary Sewerage System; (S.20, Bylaw 19137, February 19, 2020)
 - q. sharps;
 - r. soil;
 - s. straw;

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- t. tar;
 - u. wash water from washing equipment used in the mixing and delivery of concrete and cement based products;
 - v. wood, and wood sawdust or shavings;
 - w. grit or skimmings from interceptors, catch basins, pretreatment facilities or private Wastewater disposal systems; or
 - x. sludge from interceptors, catch basins, pretreatment facilities or private Wastewater disposal systems;
4. any matter with corrosive properties that, by itself or in combination with another substance, may cause damage to any Sewerage System or treatment facility;
 5. any matter, other than domestic Wastewater, that by itself or in combination with another substance is capable of creating an air pollution problem outside a Sewerage System or in and around a treatment facility;
 6. any matter that, by itself or in combination with another substance, is capable of preventing safe entry into a Sewerage System or treatment facility;
 7. any matter that:
 - a. consists of two or more separate liquid layers; or
 - b. is capable of forming a separate liquid layer when it comes in contact with Stormwater or Wastewater;
 8. any matter that, by itself or in combination with another substance, is detrimental to the operation or performance of the Sewerage System, Watercourse, treatment facility, or the environment, including but not limited to:
 - a. biological waste;
 - b. elemental mercury;
 - c. paint, stains and coatings, including oil and water based;
 - d. prescription drugs and any other pharmaceutical products;
 - e. pesticides and herbicides; and
 - f. used automotive and machine oils and lubricants;
 9. radioactive material in solid form;
 10. effluent from an industrial garbage grinder;
 11. any matter that has the potential to:

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- a. cause a hazard to human health and that cannot be effectively mitigated by Wastewater treatment;
 - b. cause a hazard to the environment;
 - c. cause a hazard to workers responsible for operating and maintaining the Sewerage System or a treatment facility;
 - d. cause an adverse effect to the Sewerage System;
 - e. cause an adverse effect to a treatment facility;
 - f. result in the Wastewater being Released by the treatment facility in contravention of regulatory requirements; or
 - g. restrict the beneficial use of biosolids from a treatment facility.
12. any matter that contains a Biohazardous Agent, Risk Group 4.

Terms and Conditions of Drainage Service

Appendix B – Restricted Wastes Applicable to Sanitary and Combined Sewers

The following are designated as Restricted Wastes when present in Wastewater, Stormwater, or Subsurface Water being Released to a Sanitary or Combined Sewer in excess of the limits set out below.

Unless expressed otherwise, concentrations are expressed as total concentrations.

Notwithstanding any limit set out below, EWSI may require or allow a premises to adhere to site-specific limits where EWSI determines it appropriate to do so. (S.21, Bylaw 19137, February 19, 2020)

1. CONTAMINANTS

Contaminant	Concentration (mg/L)
Biochemical oxygen demand (B.O.D.)	10,000
Chemical oxygen demand (C.O.D.)	20,000
Oil and grease	500
Phosphorus (P)	200
Suspended solids (S.S.)	5,000
Total Kjeldahl nitrogen (T.K.N.) or Ammonia (S.22, Bylaw 19137, February 19, 2020)	500

2. INORGANIC CONSTITUENTS

Inorganic Constituent	Concentration
Antimony	5.0
Arsenic (As)	1.0
Cadmium (Cd)	0.10
Chlorine (total) (Cl ₂)	5.0
Chromium (hexavalent) (Cr ⁺⁶)	2.0
Chromium (total) (Cr)	4.0
Copper (Cu)	1.0
Cyanide (CN ⁻)	2.0
Lead (Pb)	1.0
Mercury (Hg)	0.10
Molybdenum (Mo)	5.0
Nickel (Ni)	4.0
Silver (Ag)	5.0
Selenium (Se)	1.0
Sulphide (S ⁻)	3.0
Thallium (Tl)	1.0
Zinc (Zn)	2.0

3. ORGANIC COMPOUNDS

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Organic Compound	Concentration (mg/L)
Hydrocarbons	100
Phenols	1.0

4. pH

pH (Hydrogen ion) less than 6.0 or greater than 11.5

5. TEMPERATURE

temperature greater than 75 degrees Celsius

6. OTHER

a. radioactive material in a concentration greater than allowed under the *Nuclear Safety and Control Act*, SC 1997, c 9 and associated regulations;

Terms and Conditions of Drainage Service

Appendix C – Restricted Wastes Applicable to Storm Sewers and Watercourses

The following are designated as Restricted Wastes when present in Wastewater, Stormwater, or Subsurface Water being Released to the Storm Sewer or a Watercourse in excess of the limits set out below.

Unless expressed otherwise, concentrations are expressed as total concentrations.

Notwithstanding any limit set out below, EWSI may require a premises to adhere to site-specific limits where EWSI determines it appropriate to do so.

1. CONTAMINANTS

Contaminant	Concentration (mg/L)
Biochemical oxygen demand (B.O.D.)	50
Chemical oxygen demand (C.O.D.)	100
Oil and grease	15
Phosphorus (P)	1.0
E.coli	200MPN/100mL or 200 counts/ 100mL

2. INORGANIC CONSTITUENTS

Inorganic Constituent	Concentration (mg/L)
Ammonia Nitrogen (NH ₃ -N)	1.4
Arsenic (As)	0.050
Cadmium (Cd)	0.0005
Chlorine (total) (Cl ₂)	0.020
Chromium (hexavalent) (Cr ⁺⁶)	0.010
Chromium (total) (Cr)	0.089
Copper (Cu)	0.160
Cyanide (CN ⁻)	0.050
Lead (Pb)	0.020
Mercury (Hg)	0.00013
Nickel (Ni)	0.080
Silver (Ag)	0.001
Selenium (Se)	0.010
Thallium (Tl)	0.008
Zinc (Zn)	0.30

3. ORGANIC COMPOUNDS

Organic Compound	Concentration (mg/L)
Benzene	0.37
Ethylbenzene	0.090
Toluene	0.039
Xylene	0.5

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Carbon tetrachloride	0.0133
Organic Compound	Concentration (mg/L)
Phenols	0.005
Tetrachloroethylene	0.0044
Trichloroethylene	0.0076

(S.24, Bylaw 19137, February 19, 2020)

4. pH

pH less than 6.0 or greater than 9.0, except uncontaminated runoff resulting from natural precipitation

5. TEMPERATURE

temperature greater than 60 degrees Celsius

6. OTHER

- a. dye or colouring material that produces a colour value greater than or equal to 50 true colour units, or that causes discolouration of the dye containing water so that the colour cannot be determined by the visual comparison method, except where the dye is used by EWSI as a tracer;
- b. radioactive material in a concentration greater than allowed under the *Nuclear Safety and Control Act*, SC 1997, c 9 and associated regulations;
- c. foam or any other matter that, by itself or in combination with another substance, is capable of producing foam that will persist for five minutes or more, with the exception of foam used in a Wastewater treatment facility;

Schedule 3

Performance Based Drainage Rates

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Performance-Based Drainage Rates

1.0 5-Year Term with Annual Adjustments Effective Each January 1

This Schedule 3 sets out the Performance Based Regulation Plan and applies in respect of adjustments to the rates, fees and charges as set out in Schedule 1, under this bylaw for the period from January 1, 2018 to March 31, 2022.

Actual rate adjustments, if applicable, will occur on the first day of January 2018, 2019, 2020, 2021 and 2022.

2.1 Rate Adjustments**2.2 Non-routine Adjustments**

Commencing January 1st, 2019 and for each subsequent year on that date the variable charge for the Sanitary Utility Charge and/ or the Stormwater Utility Rate may be adjusted in accordance with the non-routine adjustment clause, Article 4.0 herein, as applicable.

2.3 Sanitary Sewer Trunk Charge

Commencing January 1, 2018 and for each subsequent year on that date the Sanitary Sewer Trunk Charge shall be adjusted in accordance with an adjustment notice provided by the City of Edmonton, as applicable. If applicable, the City of Edmonton will provide an adjustment notice on or before November 15 of the calendar year immediately preceding the year in relation to which the adjustment to the Sanitary Sewer Trunk Charge will be made.

Performance-Based Drainage Rates

3.0 Sewerage System Service Quality

For the period January 1, 2018 – December 31, 2019, EWSI shall report annually on its performance as measured by the metrics set out below:

Index Metric	Measure	2018 Target	2019 Target
1 Water Quality and Environmental Index			
2	Edmonton Watershed Containment Index Score	6.9	6.9
3	Total Loading – TSS	50,000	50,000
4 Customer Service Index			
5	Emergencies Responded to Within 2 Hours	87.0%	87.0%
6	Number of Blocked Mainline Sewers #/100 km Length	2.1	2.2
7	Mature Neighbourhoods at 1:100 Service Level	16.0%	16.0%
8	Odor Complaints	Reduction from Previous Year	Reduction from Previous Year
9 Reliability & Optimization Index			
10	Pipe Capacity Rating - Sanitary	Percentage @2/B or Better	96.0%
11-	Pipe Capacity Rating - Storm	Percentage @2/B or Better	50.0%
12	Pipe Capacity Rating - Combined Sewer Overflow	Percentage @2/B or Better	80.0%
13	Infrastructure at or Above the Minimum Level of Condition Rating	Percentage	90.0%
14	Capital (as rehabilitation) Re-invested Compared to Total System Replacement	% Reinvestment	0.81%
15 Safety Index			
16	Employee Engagement (survey every 2 years)	Survey Score	70
17	Employee Turnover (excluding retirements)	% per 100 FTE	6.0%
18	Lost Time Frequency Factor	Freq./exposure	0.5

4.1 Non-Routine Adjustments

Non-routine adjustments are, by their nature unusual, significant in size or nature and beyond the scope of control of EWSI. Requests for non-routine adjustments will be considered for each of Stormwater and Sanitary Utility Services.

Costs resulting in an annual adjustment to EWSI's total revenue requirement for the Sanitary and Stormwater Utilities of up to \$500,000 are not eligible for approval as a non-routine adjustment. Costs resulting in either an annual adjustment to EWSI's total revenue requirement for the Sanitary and Stormwater Utilities of less than \$3 million but either greater than \$500,000 or greater than \$1 million cumulatively are eligible for consideration and approval by the City Manager as a non-routine adjustment. Costs resulting in an annual adjustment to EWSI's total revenue requirement for the Sanitary and Stormwater Utilities equal to or greater than \$3 million are eligible for

Performance-Based Drainage Rates

consideration and approval by City Council. Review of the non-routine adjustment application will consider the projected return on equity.

If EWSI anticipates making a request for one or more non-routine adjustments to take effect on January 1, 2019, 2020, 2021 or 2022 (the Rate Adjustment Year) EWSI will on or before September 1 of the calendar year immediately preceding the Rate Adjustment Year submit its request for non-routine adjustments to the City Manager, and will include with such request sufficient information to enable the City Manager / City Council to evaluate the request. If after receiving the submission, the City Manager / City Council is satisfied that the non-routine adjustments should be included in the Sanitary or Stormwater variable rate calculated in accordance with this bylaw, the City Manager will issue a confirmation letter on or before October 15 confirming that the non-routine adjustments will be included in the Sanitary and Stormwater rates to take effect on the January 1st next following.

Where a non-routine adjustment is very significant in size, it may be charged to the Drainage Adjustment Deferral Account. EWSI will determine a reasonable time frame over which to recover/credit the balance of the account. Carrying costs will be calculated on the Drainage Adjustment Deferral Account balance.

The rate impact of non-routine adjustments will be calculated and added to the variable rate charge for either Sanitary or Stormwater Utility Charges, as applicable.

4.2 Changes to Legislation, Regulation or Taxes

In the event there is a change to: legislation, regulation, bylaws, policy order or directive affecting EWSI's operations, including the common law and the law of equity; rates of tax or other mandatory amounts payable by EWSI to any level of government; the status of EWSI under existing legislation or the application of existing legislation to EWSI; then costs arising from any such event will be considered as non-routine.

4.3 Consequences of Force Majeure

Non-routine adjustments include any costs occasioned by Force Majeure events that are not recovered under a policy of insurance. For purposes of non-routine adjustments under this Schedule 3, events or circumstances of Force Majeure include: acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbances, mechanical breakdowns, regulatory requirements or approval conditions or other acts or interventions of any kind by federal, provincial, state or local governments or any of their agencies or boards, the order or direction of any court, and any other causes whether of the kind herein enumerated or otherwise, not within the reasonable control of EWSI and which by the exercise of reasonable diligence and at a reasonable cost EWSI is unable to prevent or overcome.

Performance-Based Drainage Rates

4.4 Deterioration of Drainage Systems

If there is significant deterioration to the Drainage System facilities, beyond reasonable projections, remediation costs will be considered as non-routine.

4.5 Customer – initiated or City – initiated System Expansion

Costs incurred to create significant Sewerage System expansion as a result of increases to the size of EWSI's Customer base and/or increased demand by Customers or the City for Drainage Services, beyond reasonable projections, will be considered as non-routine.

4.6 City - initiated Relocations of Drainage Assets

Costs incurred to effect significant Sewerage System relocations, permanent or temporary moves or removals as a result of City requests will be considered as non-routine.

4.7 Franchise Agreement

If there is an amendment to the Drainage Services Franchise Agreement affecting drainage rates, the resultant impacts on the drainage rates will be deemed to be non-routine adjustments.

4.8 City Initiatives

Costs incurred to comply with City directed initiatives such as, and without limiting the foregoing, environmental initiatives or projects connected with accelerated flood mitigation will be deemed to be non-routine adjustments.

4.9 Flood Mitigation

Costs incurred to implement accelerated flood mitigation projects or initiatives will be considered as non-routine.

5.0 Off-Ramp

This performance-based Drainage regulation can be terminated with the mutual consent and agreement of EWSI and the City.

In the event of termination of this Performance-Based Regulation Plan, the balance of the Adjustment Deferral Account must be cleared within a one-year period from the date of termination.

Performance-Based Drainage Rates

6.1 Reporting and Filing Requirements

On December 1st of the year following the reporting year (October 1 – September 30), EWSI will file with its regulator, the City, an *Annual Drainage Rate Filing*. The filing will contain three parts:

- An audit report as outlined in Schedule 4, if rates are adjusted pursuant to Article 4 herein;
- Rate Sheets - The rates for each calendar year as outlined in Schedule 4; and
- Drainage Service Quality Results – A report on EWSI’s performance related to service quality metrics.

If rates are adjusted pursuant to Article 4.0, the non-routine adjustment clause, an accountant will review the *Annual Drainage Rate Filing*, conduct an audit and prepare an audit report in accordance with the recommendations contained within Section 5805 of the Canadian Institute of Chartered Accountants Handbook. The audit report will address whether the drainage rates are calculated and presented in accordance with the requirements of this bylaw.

The filing will be submitted to the City Manager. The City Manager will review the filing and, if appropriate, accept it on or before December 15th as applicable. The filing, and the City Manager approval, will be posted on the EWSI website and copies will be available at the business office of EWSI.

6.2 Rate Sheets

The Annual Drainage Rate Filing will set out the rates for Stormwater and Sanitary Utility and will set out the service fees and charges for each calendar year. The rates will be calculated in accordance with this bylaw.

6.3 Drainage Service Quality Results

For the period January 1, 2018-December 31, 2019 The *Annual Drainage Rate Filing* will contain a report on the drainage system service quality measures for the purpose of tracking and reporting on performance. There will be no financial penalty related to performance metrics.

7.0 Drainage Services Quality

For the period January 1, 2020 – March 31, 2022 Drainage Services Quality is measured by the results of four indices described in Sections 1 – 4.

These are:

- Environment Index

Performance-Based Drainage Rates

- Customer Service Index
- System Reliability and Optimization Index
- Safety Index

Performance under each index is measured independently on a point basis with 100 base points available if the standards in all four areas are achieved. In total, up to 10 additional bonus points for performance above the standard are available. These bonus points are described within each index.

If Drainage Services does not meet the standard, financial penalties are applied to a maximum of \$1,000,000 per annum. If a penalty amount is assessed, that amount is returned to the customers in the form of a rate rebate. The proposed weighting and penalty amounts applicable to each performance category for Drainage Services are detailed in the table below.

Drainage Services Performance Measures Indices and Penalties

Performance Category	A Weighting	B Maximum Penalty
1 Environmental Index	30%	\$300,000
2 Customer Services Index	20%	\$200,000
3 System Reliability/Optimization Index	35%	\$350,000
4 Safety Index	15%	\$150,000
Total	100%	\$1,000,000

There is no reward for performance above 100 base and bonus points. For purposes of these calculations, point amounts will be rounded to the nearest tenth of a point and calculated on a calendar year basis.

EPCOR has an obligation to maintain all documentation related to the tracking and scoring of each index and be prepared to present it on request during an audit, in order to satisfy the requirements of Bylaw 18100. The final score for each index and the individual performance measures that comprise each index will be published annually on the EPCOR Drainage Services Inc. external website. The audited performance measure results will also be provided to the City of Edmonton as part of the approval process for new rate increases.

Performance-Based Drainage Rates

Chart 1.0 - Environment Index**Standard**

1.1	Stormwater Flow Monitoring	Storm Drainage Area Monitored	63.0 %
1.2	Environmental Incidents	Environmental Incidents	50
1.3	Green Hectares	Area with Runoff Managed by Green Infrastructure	22.0

Chart 2.0 - Customer Service**Standard**

2.1	Service Maintenance Calls	Service Maintenance Calls resolved within 24 hours	80.0%
2.2	Emergency Dig Ups - Service Restored	Emergency Dig Up Services Restored within 48 hours from Time Received from Operations	98.0%
2.3	Service Connections - Average Time	Service Connections - meeting 6 week target	85.0%
2.4	Sewer Odour Hotspots	City Wide Coverage Area of Sewer Odour Hotspots	16.7%

Chart 3.0 - System Reliability and Optimization Index**Standard**

3.1	Blocked Sewers	Blocked Sewers per 100 Kms	2.10
3.2	Sewer Renewal	Sewers Renewed, km	60.0
3.3	Infrastructure Condition Rating - Minimum Level	Infrastructure at or above Minimum Level of Condition Rating	90.0 %
3.4	Full Property Flood Proofing Inspections	Number of Inspections Completed	750

Chart 4.0 - Safety Index**Standard**

4.1	Near Misses	Near Misses	750
4.2	Worksite Inspections and Observations	Worksite Inspections and Observations	1300
4.3	LTIF	LTIF	0.75
4.4	AIF	AIF	4.0

Performance-Based Drainage Rates

7.1 Environmental Index

Description The environmental index measures the success of Drainage Services programs and policies designed to mitigate and report adverse environmental impacts. The index is a measure calculated on the basis of three equally weighed components.

Formula The maximum base value of the environmental index is 30.0 base points as calculated under the following formula:

$$\text{Environmental Index} = 30.0 \times \frac{\text{SWFM} + \text{EIF} + \text{GH}}{3}$$

Where,

SWFM means the storm water flow monitoring factor,
 EIF means the environment incident factor, and GH
 means the green hectares factor.

30.0 = points available for this index

A maximum of 3.0 bonus points is available for the environmental index based on the formula.

The maximum total environmental index points is 33.0.

Performance-Based Drainage Rates

7.1.1 Storm Water Flow Monitoring Factor

Description The Storm Water Flow Monitoring factor is a measure of the percentage of storm drainage area being monitored relative to all qualified hydrologically-effective drainage areas serviced by outfalls.

Formula The Storm Water Flow Monitoring factor (SWFM) is measured by the formula:

$$\text{Storm Water Flow Monitoring Factor} = \frac{\text{SDAM}}{63.0\%}$$

Where,

SDAM means percentage of storm drainage area being monitored; and

63.0% is the Storm Water Flow Monitoring standard.

Benchmark $\geq 63.0\%$

Definitions The percentage of storm drainage area being monitored (SDAM) is calculated as follows:

$$\% \text{ of storm drainage area being monitored} = 100 \times \frac{\text{Monitored Area (hectares)}}{\text{Qualifying Area (hectares)}}$$

Monitored Area – means the sum of effective drainage areas serviced by permanent outfall monitoring stations.

Qualifying Area – means the sum of hydrologically-effective drainage areas serviced by outfalls as per Drainage Design Standards section 18.13.5 as below.

This applies to storm outfall sizes as specified in the design guidelines as follows:

- Equal to or greater than 1200 mm to the North Saskatchewan River; or
- Equal to or greater than 900 mm to Whitemud, Blackmud, or Mill creeks; or
- Equal to or greater than 500 mm to other creeks; or
- Equivalent capacities for multiple outfalls for the development area; or
- Upstream of the E.L. Smith Water Treatment Plant.

Reporting Frequency Annually

Performance-Based Drainage Rates

7.1.2 Environment Incident Management

Description The Environment Incident Management factor measures the number of incidents that are reportable to the municipal, provincial or federal regulator.

Formula The environment incident factor (EIF) is measured by the formula:

$$\text{Environment Incident Factor} = \frac{50}{\text{EIR}}$$

Where,

EIR means the actual number of environmental incidents that are reportable; and

50 is the environmental incident standard

Benchmark ≤ 50

Definitions *Reportable Incident* – one that involves contravention of a municipal, provincial or federal regulation or bylaw, or a spill or release to the environment that is reportable as defined in provincial or federal release reporting criteria.

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.1.3 Green Hectares

Description	The Green Hectares factor measures the area when the volume of green infrastructure managed runoff is spread evenly to a 15 mm depth.
Formula	<p>The green hectares factor (GH) is measured by the formula:</p> $\text{Green Hectares (GH)} = \frac{\text{GHMR}}{22.0}$ <p>Where,</p> <p>GHMR means the area (hectares) when run-off (m3) managed by green infrastructure is spread evenly to a 15 mm depth; and</p> <p>22.0 is the GHMR standard</p>
Benchmark	≥ 22.0
Definitions	<p>A greened hectare represents a volume of runoff managed by a green infrastructure (GI) or low impact development (LID) practice.</p> <p>GI/LID programs may include storm water storage, bio retention, soils cells, and pocket / small dry ponds.</p> <p>One greened hectare is equivalent to 15mm of managed stormwater from one hectare of developed drainage area or 150m³ of managed stormwater.</p>
Reporting Frequency	Quarterly

Performance-Based Drainage Rates

7.2 Customer Service Index

Description The customer service index measures the success of Drainage Services programs and policies pertaining to customer service. The index is a measure calculated on the basis of four equally weighed components.

Formula The maximum base value of the customer service index is 20.0 base points as calculated under the following formula:

$$\text{Customer Service Index} = 20.0 \times \frac{\text{SMC} + \text{EDU} + \text{SC} + \text{SOH}}{4}$$

Where,

SMC means service maintenance calls factor,
 EDU means emergency dig-ups with service restored factor;
 SC means service connections factor; and,
 SOH means sewer odour hotspots factor.

Performance-Based Drainage Rates

7.2.1 Service Maintenance Calls

Description The service maintenance calls factor is a measure of the percentage of service maintenance sewer trouble calls resolved within 24 hours.

Formula The service maintenance calls factor (SMC) is measured by the formula:

$$\text{Service Maintenance Calls Factor} = \frac{\text{SMCR}}{80.0\%}$$

Where,

SCMR means percentage of service maintenance sewer trouble calls resolved within 24 hours; and

80.0% is the service maintenance calls factor standard.

Benchmark $\geq 80.0\%$

Definitions The percentage of service maintenance sewer trouble calls resolved within 24 hours (SMCR) is calculated as follows:

$$\text{SMCR} = 100 \frac{\text{Total \# of Sewer Trouble Work Orders Closed within 24 Hours}}{\text{Total Number of Sewer Trouble Work Orders}}$$

The start and completion time for each sewer trouble work order is determined as follows:

Start Time means the time when a 311 call request is received, recorded in IVARA and a sewer trouble work order is started

Completion Time means the time when a crew deactivates a work order in IVARA after resolving the sewer trouble.

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.2.2 Emergency Dig-Ups with Service Restored

Description The emergency dig-ups with service restored factor is a measure of the percentage of emergency dig ups restored within 48 hours from the time the call is referred from Drainage Operations to Drainage Construction as an emergency dig-up.

Formula The emergency dig-ups with service restored (EDU) factor is measured by the formula:

$$\text{Emergency Dig-Ups with Service Restored Factor} = \frac{\text{EDUR}}{98.0\%}$$

Where,

EDUR means the percentage of emergency dig ups restored within 48 hours; and

98.0% is the emergency dig-ups with service restored standard.

Benchmark $\geq 98.0\%$

Definitions The percentage of emergency dig-ups restored within 48 hour(s) is calculated as follows:

$$\text{EDUR} = 100 \times \frac{\text{Number of services restored within 48 hours}}{\text{Total number of emergency dig-up responses}}$$

Where,

Date and time received means the date and time when Drainage Operations informs Drainage Construction of an emergency dig-up.

Date and time restored means the date and time that service is restored to the customer. Note: there may still be additional repairs and / or restoration work needed to complete the work that do not impact restoration of service.

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.2.3 Service Connections

Description The service connections factor is a measure of the success in completing the installation of new sanitary, storm, and common trench water service connection (≤ 50 mm) projects within a predetermined time frame.

Formula The service connections factor is measured by the formula:

$$\text{Service Connections Factor (SC)} = \frac{\text{SC6}}{85.0\%}$$

Where,

SC6 means the percentage of installations of new sanitary, storm, and common trench water service connection (≤ 50 mm) projects completed within 6 weeks; and

Benchmark

85.0% is the service connections standard

Definitions

$\geq 85.0\%$

The service connections average time is measured by the formula:

$$\text{Service Connections Average Time} = \frac{\text{Start Date} - \text{End Date}}{7}$$

Where,

Start Date means the construction ready date; and

End Date means the construction completion date

The percentage of service connections completed within 6 weeks (SC6) is measured by the formula:

$$\text{Service Connections Within 6 Weeks} = 100 \times \frac{\text{Service Connections Completed Within 6 Weeks}}{\text{Total Service Connections Completed}}$$

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.2.4 Sewer Odour Hotspots

Description	The sewer odour hotspots factor is a measure of the percentage of sewer odour hotspots relative to city wide coverage area.
Formula	<p>The sewer odour hotspots (SOH) factor is measured by the formula:</p> $\text{Sewer Odour Hotspots Factor} = \frac{16.7}{\text{SOHP}}$ <p>Where,</p> <p>SOHP means the percentage in city wide coverage area of sewer odour hotspots; and</p> <p>16.7% is the sewer odour hotspots factor standard.</p>
Benchmark	$\leq 16.7\%$
Definitions	<p>The percentage in city wide coverage area of sewer odour hotspots is calculated using the following formula:</p> $\text{SOHP} = 100 \times \frac{\text{Area of sewer odour hotspots}}{\text{Total municipality area}}$ <p>Where,</p> <p>Area of sewer odour hotspots means the region where the odour report spatial density exceeds a defined threshold of 10 reports per square kilometer; and</p> <p>Total municipality area means Municipal franchise area and will be fixed at the starting period of the performance metric.</p>
Reporting Frequency	Annually

Performance-Based Drainage Rates

7.3 System Reliability and Optimization Index

Description The system reliability and optimization index is a measure of the performance of Drainage Services. It is calculated on the basis of four equally weighed components.

Formula The maximum base value of the system reliability and optimization index is 35.0 base points as calculated under the following formula:

$$\text{System Reliability Index} = 35.0 \times \frac{\text{BSF} + \text{SR} + \text{ICRML} + \text{FPFPI}}{4}$$

Where,

BSF means the blocked sewer factor,

SR means sewer renewal factor,

ICRML means the infrastructure condition rating minimum level factor; and

FPFPI means the full property flood proofing inspections factor.

35.0 is the points available for this index.

A maximum of 3.5 bonus points is available for the system reliability and optimization index based on the formula.

The maximum total system reliability and optimization index points is 38.5

Performance-Based Drainage Rates

7.3.1 Blocked Sewers Factor

Description The Blocked Sewers Factor is a measure of the effectiveness of the Drainage Services Preventive Maintenance program which involves proactive cleaning and inspection of wastewater sewer mains.

Formula The blocked sewers factor (BSF) is measured by the formula:

$$\text{Blocked Sewers Factor} = \frac{\text{BSR}}{2.10}$$

Where,

BSR means the number of blocked sewers per one hundred (100) kilometers of sanitary and combined sewer pipe; and

Benchmark 2.10 is the blocked sewers factor standard.

Definitions ≤ 2.10

Blocked Sewer – blocked sewer mains that caused sanitary and combined sewer systems to back up and which required the deployment of equipment and labour to clear – regardless of the cause (e.g. roots, greases, debris, poor hydraulics or structure). A blocked sewer main may result in sewage back up, sewer service interruption or overflow.

Sanitary Sewer – sewer mains that carry sanitary sewage.

Combined Sewer – sewer mains that carry both sanitary and storm sewage combined.

Storm Sewer – sewer mains that carry storm water flow. Storm water sewer mains are not included in this factor.

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.3.2 Sewer Renewal Factor

Description The Sewer Renewal Factor is a measure of the sewers renewed / relined as part of the Neighbourhood Renewal Program, Local Sewer Rehabilitation Projects and Arterial and Collector Renewal Coordination Projects.

Formula The Sewer Renewal Factor (SR) is measured by the formula:

$$\text{Sewer Renewal Factor} = \frac{\text{SRR}}{60.0}$$

Where,

SRR means the km of sewers renewed / relined as part of the Neighbourhood Renewal Program, Local Sewer Rehabilitation Projects and Arterial and Collector Renewal Coordination Projects, and

60.0 is the Sewer Renewal standard.

Benchmark ≥ 60.0 km

Definitions Drainage Neighbourhood Renewal Program – means renewal and/or rehabilitation of Drainage Infrastructure comprised of:

- main sewers of up to 750 mm in diameter,
- Catch Basin leads and Service Laterals, and
- Catch Basin and Manhole repairs

and is based on a coordination schedule with Transportation or the condition assessment risk ranking priority established by Drainage.

Local Sewer Rehabilitation project – means rehabilitation of non-emergency main sewers of up to 750 mm identified by Drainage Operations routing inspection or through customer complaints.

Arterial and Collector Renewal Coordination project – means rehabilitation of sewers up to 750 mm, Catch Basin leads, Catch Basins and Manholes following the Transportation Arterial & Collector Rehab /Reconstruction program schedules

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.3.3 Infrastructure Condition Rating Factor

Description The Infrastructure Condition Rating Factor is a measure of the percentage of infrastructure at or above a minimum level of condition rating.

Formula The Infrastructure Condition Rating Factor is measured by the formula:

$$\text{Infrastructure Condition Rating Factor} = \frac{\text{ICR}}{90.0\%}$$

Where,

ICR means the percentage of infrastructure assets with a physical condition rating of Very Good, Good or Fair Condition; and

90.0% is the infrastructure minimum level of condition standard.

Benchmark $\geq 90.0\%$

Definitions *Infrastructure Condition Rating (ICR)* – refers to the percentage of infrastructure assets with a physical condition rating of Very Good, Good or Fair Condition.

Infrastructure Condition Rating is calculated using the following formula:

$$\text{ICR} = 100 \frac{\text{Total replacement value (\$) of physical condition rated assets with a Fair or better condition rating}}{\text{Total replacement value (\$) of physical condition rated assets with all ratings}}$$

Total replacement value (\$) of physical condition rated assets with a Fair or better condition rating means those assets with a physical condition rating of Very Good, Good or Fair.

Total replacement value (\$) of physical condition rated assets with all ratings means those assets with a physical condition rating of Very Good, Good, Fair, Poor or Very Poor.

Reporting Frequency Annually

Performance-Based Drainage Rates

7.3.4 Full Property Flood Proofing Inspections

Description	The Full Property Flood Proofing Inspection factor measures the number of full flood proofing inspections completed and that include an inspection report provided to the property owner.
Formula	<p>The full property flood proofing inspection factor (FPFPI) is measured by the formula:</p> $\text{Full Property Flood Proofing Inspection (FPFPI)} = \frac{\text{FPFI}}{750}$ <p>Where,</p> <p>FPFI means the actual number of full property flood proofing inspections completed that include an inspection report provided to the property owner; and</p> <p>750 is the full property flood proofing inspection standard</p>
Benchmark	≥ 750
Definitions	<i>Full Property Flood Proofing Inspection</i> – a full flood proofing inspection of a property that results in the development of a property flood proofing report that includes recommended improvements.
Reporting Frequency	Monthly

Performance-Based Drainage Rates

7.4 Safety Index

Description

The safety index is a measure of the success of programs and the application of policies that maximizes the safety of employees and the public. It is calculated on the basis of four equally weighed components. The combined results of the four components produce the measure of the safety index.

Formula

The maximum base value of the safety index is 15.0 base points is calculated under the following formula:

$$\text{Safety Index} = 15.0 \times \frac{\text{NMF} + \text{WIF} + \text{LTF} + \text{AIF}}{4}$$

Where,

NMF means the near miss reporting factor,

WIF means the worksite inspection and observation factor,

LTF means the lost time frequency factor; and

AIF means the all injury frequency factor.

15.0 = points available for this index

A maximum of 1.5 bonus points is available for the safety index based on the formula.

The maximum total safety index points is 16.5.

Performance-Based Drainage Rates

7.4.1 Near Miss Reporting Factor

Description The Near Miss Reporting Factor is a measure of the number of Near Miss and Hazard Identification reports completed each year.

Formula The near miss reporting factor (NMF) is measured by the formula:

$$\text{Near Miss Reporting Factor} = \frac{\text{NM} + \text{HI}}{750}$$

Where,

NM means the number of near miss reports entered in the ERS system;

HI means the number of hazard identification reports entered in the ERS system; and

750 is the near miss reporting standard.

Benchmark ≥ 750

Definitions **Near Miss:** An unplanned event, unsafe condition or unsafe action that did not result in contact, injury, illness, or damage - but had the potential to do so.

Hazard Identification: An observed potential hazard that did not result in a near miss or incident on EPCOR property.

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.4.2 Work Site Inspections Factor

Description The Work Site Inspections Factor measures the number of work site inspections and observations completed each year.

Formula The worksite inspection factor (WIF) is measured by the formula:

$$\text{Worksite Inspection Factor} = \frac{\text{WI}}{1300}$$

Where,

WI means the actual number of worksite inspections / observations completed per year; and

1300 is the worksite inspection standard.

Benchmark ≥ 1300

Definitions *Inspection procedures* are as defined by Work Site Inspection Reports and Office Work Site Inspection Reports

Observation procedures are as defined by the Safety Track observations process.

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.4.3 Lost Time Frequency Factor

Description The Lost Time Frequency Factor measures the effectiveness of a safety program as related to disability injuries and illnesses

Formula The lost time frequency factor is measured by the formula:

$$\text{Lost Time Frequency Factor} = \frac{0.75}{\text{LTFR}}$$

Where,

LTFR means the actual lost time frequency rate; and

0.75 is the lost time frequency standard.

Benchmark ≤ 0.75

Definitions *Lost Time Incident* – A work related injury or illness that results in an employee missing time at work

Exposure Hours – The total number of hours employees were exposed to the work site

Lost Time Frequency Rate is calculated using the following formula defined in the Canadian Electrical Association Work Injury / Illness Standards:

$$\frac{(\# \text{ Disability Injuries} + \# \text{ Disability Illnesses}) \times 200,000}{\text{Exposure Hours}}$$

Where 200,000 represents 100 full time employees who work 40 hours per week for 50 weeks

Reporting Frequency Monthly

Performance-Based Drainage Rates

7.4.4 All Injury Frequency Rate Factor

Description The All Injury Frequency Rate Factor measures the effectiveness of a safety program as related to disability injuries and medical aid injuries

Formula The all injury frequency factor is measured by the formula:

$$\text{All Injury Frequency Factor} = \frac{4.0}{\text{AIFR}}$$

Where,

AIFR means the actual all injury frequency rate; and

4.0 is the all injury frequency rate standard.

Benchmark ≤ 4.0

Definitions *Lost Time Incident* – A work related injury or illness that results in an employee missing time at work

Medical Aid Injury (MA) - An injury that requires assessment and care by a physician

Exposure Hours - The total number of hours employees were exposed to the work site

All Injury Frequency - This is based on the total number of Fatalities and Lost-Time Injuries, plus the total number of Medical Treatment Injuries which occurred in the calendar year. The following formula shall be used:

$$\frac{(\# \text{ Fatalities} + \# \text{ Lost-Time Injuries} + \# \text{ Medical Treatment Injuries}) \times 200,000}{\text{Exposure Hours}}$$

Where 200,000 represents 100 full time employees who work 40 hours per week for 50 weeks.

Reporting Frequency Monthly

Schedule 4

Pro-forma Annual Drainage Rate Filing

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Stormwater Utility Charges

January 1, 2022 to December 31, 2022

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

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

rate is: § 2.22222222

Sanitary Utility Charges

January 1, 2022 to December 31, 2022

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

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 based on the meter size for the premises according to the following rates; and

Meter Size	Flat Monthly Service Charge
16mm	\$ λ
20mm	\$ λ.
25mm	\$ λ
40mm	\$ λ
50mm	\$ λ
75mm	\$ λ
100mm	\$ λ
150mm	\$ λ
200mm	\$ λ
250mm	\$ λ
300mm	\$ λ
400mm	\$ λ
500mm	\$ λ

- (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.

Premises	Rate per m ³
All premises (except large wholesale)	\$ λ
Large Wholesale* with Collection System	\$ λ

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

Application Fees

January 1, 2022 to December 31, 2022

Application Type	2022
Application to release matter	\$ λ
Application to approve a compliance program	\$ λ
Records search	\$ λ
Application for sewer metering approval	\$ λ
Application for reduction in stormwater utility intensity development factor	\$ λ
Application for utility credit	\$ λ
Application for large wholesale designation	\$ λ

Sanitary Sewer Trunk Charges

January 1, 2022 to December 31, 2022

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 when a development permit is issued for development, redevelopment, or renovation on the premises but if no development permit is required, when a building permit is issued for development, redevelopment, or renovation on the premises or when an application is made for sewer service to the premises.

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

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:

sanitary sewer trunk charge = A – B

- 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 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

Hauled Wastewater

January 1, 20 $\lambda\lambda$ to December 31, 20 $\lambda\lambda$

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

20 $\lambda\lambda$ Fee	\$ λ per axle, excluding the first steering axle
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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.

Pro-Forma Auditor's Report

AUDITOR'S REPORT ON RATE SHEETS 1, 2, 3, 4, and 5

To the Senior Vice President responsible for Drainage Services EPCOR Water Services Inc.

We have audited the rates for flat monthly service charges, variable charges, and service fees and charges included in Rate Sheets 1, 2, 3, 4, and 5 (hereinafter referred to as the "Rate Sheets") of EPCOR Water Services Inc. ("EWSI") for the 20xx Annual Drainage Rate Filing calculated in accordance with City of Edmonton Bylaw 18100 EPCOR Drainage Services Bylaw. This financial information is the responsibility the management of EWSI. Our responsibility is to express an opinion on this financial information based on our audit.

We conducted our audit in accordance with Canadian generally accepted audit standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial information contained in the Rate Sheets is free of material misstatement. Such an audit includes examining, on a test basis evidence supporting the amounts and disclosures in the Rate Sheets.

In our opinion, the Rate Sheets for the 20xx Annual Drainage Rate Filing present fairly, in all material respects, the rates for flat monthly service charges, variable charges and service fees and charges effective January 1, 20xx to December 31 20xx, calculated in accordance with City of Edmonton Bylaw 18100 EPCOR Drainage Services Bylaw.

It is understood that this report has been prepared to facilitate EWSI's reporting as required by Bylaw 18100 and it is not to be referred to or relied upon for any other purpose.

(signed).....

Chartered Professional Accountants

City

Date