

**THE CITY OF EDMONTON
BYLAW 20865**

EPCOR WASTEWATER 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:

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;

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

The Performance Based Regulation Plan for the period of January 1, 2018 to March 31, 2022.

PURPOSE

- 1 The purpose of this bylaw is to approve:
 - (a) Rates, fees and charges for Wastewater Collection Services and Wastewater Treatment 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 April 1, 2025 to December 31, 2027;
 - (b) Terms and Conditions for Wastewater Collection and Wastewater Treatment Services, and a mechanism whereby Wastewater Collection Services Guidelines

consistent 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 April 1, 2025 to December 31, 2027.

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) “**Commercial Service**” means a service provided to a Premises not otherwise defined as a Residential Service or Multi-Residential Service;
 - (d) “**Customer**” means any person more particularly described as a “Customer” in Schedule 2 of this bylaw or is otherwise responsible for paying EWSI;
 - (e) “**Drainage Services Franchise Agreement**” means a Franchise Agreement between EWSI and the City in respect of Wastewater Collection Services, dated September 1, 2017, including all amendments or replacements thereto;
 - (f) “**EWSI**” means EPCOR Water Services Inc. or its successor;
 - (g) “**Multi-Residential Services**” means a service provided to a Premises used primarily for domestic purposes where more than four separate dwelling units are metered by a single water meter;
 - (h) “**Performance Based Regulation Plan**” means the Performance Based Regulation Plan for the period of

April 1, 2025 to December 31, 2027, as more particularly described in Schedule 3 of this bylaw;

- (i) **“Premises”** means a parcel of land and any buildings situated on that land;
- (j) **“Price Schedule”** means the Rates in respect of Wastewater Collection Services or Wastewater Treatment Services more particularly described in Schedule 1 of this bylaw, as approved by the City and in effect at the time;
- (k) **“Rate”** means the rates, fees, riders and charges applicable to Wastewater Services provided by EWSI within the city of Edmonton;
- (l) **“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;
- (m) **“Residential Service”** means a service provided to a premises used primarily for domestic purposes, where no more than four separate dwelling units are metered by a single water meter and the water service line to the premises is not greater than 50 millimeters in diameter;
- (n) **“Wastewater Collection 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;
- (o) **“Wastewater Collection 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;

- (p) **“Wastewater Services”** means Wastewater Collection Services and Wastewater Treatment Services;
- (q) **“Wastewater Treatment Franchise Agreement”** means a Franchise Agreement in respect of Wastewater Treatment Services between EWSI and the City, dated March 31, 2009, including all amendments or replacements thereto; and
- (r) **“Wastewater Treatment Services”** means the treatment of wastewater and the storage, pumping and disposal of treated wastewater by any means and the right to charge and recover a fee for such services in accordance with the provisions of the Wastewater Treatment Franchise Agreement.

**RULES FOR
INTERPRETATION**

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

**RATES
EFFECTIVE APRIL
1, 2025**

- 4 Rates, fees and charges for the 12 month period April 1, 2025 – March 31, 2026 are approved and shall be charged in accordance with Schedule 1.

**RATES AFTER
MARCH 31, 2026**

- 5 For the 12 month period from April 1, 2026 to March 31, 2027 and the 9 month period from April 1, 2027 to December 31, 2027 Rates for the provision of Wastewater Collection Services and Wastewater Treatment Services by EWSI will be established in accordance with Section 8 and are subject to applicable adjustments as set out in Schedule 3 of this bylaw.

**TERMS AND
CONDITIONS**

- 6 The Terms and Conditions of Wastewater Collection and Wastewater Treatment Services attached hereto in Schedule 2 of this bylaw are approved.

- 7 All Wastewater Collection Services and Wastewater Treatment Services provided within the boundaries of the city of Edmonton shall be provided by EWSI except for:
- (a) Wastewater Collection Services or Wastewater Treatment 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) Wastewater Collection Services or Wastewater Treatment 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 March 1st in each year commencing 2026 and ending in 2027, EWSI shall file for information with the City Manager Rates Sheets effective for the upcoming 12 month period from April 1, 2026 to March 31, 2027 and for the 9 month period from April 1, 2027 to December 31, 2027, reflecting the Rates in accordance with this bylaw.
- (b) The filings referred to in subsection (a) 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.
- (c) If, after reviewing the filings referred to in subsection (a) above, the City Manager is satisfied that the performance-based 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 March 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.

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

EFFECTIVE DATE 9 This bylaw comes into effect April 1, 2025.

REPEAL 10 Upon this bylaw becoming effective, Bylaw No. 19627, as amended, is hereby repealed.

SCHEDULES

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

Schedule 1 - Price Schedule

Part I - Sanitary Utility Rates

Part II - Stormwater Utility Rates

Part III - Service Fees and Charges and Sanitary

Sewer Trunk Charges

Part IV - Wastewater Treatment Rates

Schedule 2 - Terms and Conditions of Wastewater Collection and Wastewater Treatment Services

Schedule 3 - Performance Based Rates: Sanitary, Stormwater and Wastewater Treatment Rates

Schedule 4 - Pro-forma Annual Wastewater Services Rate Filing

READ a first time this	4th	day of	February	2025;
READ a second time this	4th	day of	February	2025;
READ a third time this	4th	day of	February	2025;
SIGNED AND PASSED this	4th	day of	February	2025.

THE CITY OF EDMONTON



MAYOR



CITY CLERK

Schedule 1

Price Schedule

Part I – Sanitary Utility Rates

Part I: Sanitary Utility Rates

Applicable To all Residential Service, Multi-Residential Service and Commercial Service Customers within the city of Edmonton.

Sanitary Utility Service Charges April 1, 2025 - December 31, 2027

Sanitary utility charges are calculated and levied on each Premises on a monthly basis and are comprised of a Fixed Monthly Charge and a Variable Charge.

Fixed Monthly Charge

The Fixed Monthly Charge is levied on each Premises based on the size of the Premises water meter.

The Fixed Monthly Charges for the period April 1, 2025 - March 31, 2026 are set out below.

Meter Size	Monthly Charge*
16mm	\$11.05
20mm	\$19.89
25mm	\$30.94
40mm	\$59.67
50mm	\$81.77
75mm	\$168.95
100mm	\$314.70
150mm	\$595.26
200mm	\$949.75
250mm	\$2,356.97
300mm	\$2,356.97
400mm	\$2,579.07
500mm	\$2,776.87

Adjustments for Future Years

Fixed Monthly Charges for the period April 1, 2026 to December 31, 2027 will be determined by applying the adjustment factors in Schedule 3 of this bylaw to the charges set out above, with new charge approval and implementation occurring on an annual basis in accordance with the adjustment methodology prescribed in Section 8 of this bylaw.

Part I – Sanitary Utility Rates

Variable Charge

The Variable Charge is levied on each Premises based on metered flow, subject to adjustments as permitted by this bylaw, and measured by one of the following:

- 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.

The Variable Rates for the period April 1, 2025 - March 31, 2026 are set out below.

Premises	Rate per m³
Residential Service All consumption	\$1.27796 per m ³
Multi-Residential Service All consumption	\$1.25297 per m ³
Commercial Service All premises (except large wholesale) Large Wholesale* with Collection System	\$1.11720 per m ³ \$0.68869 per m ³

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

Variable Rates for the period April 1, 2026 to December 31, 2027 will be determined by applying the adjustment factors in Schedule 3 of this bylaw to the rates set out above, with new rate approval and implementation occurring on an annual basis in accordance with the adjustment methodology prescribed in Section 8 of this bylaw.

Part II – Stormwater Utility Rates

Part II: Stormwater Utility Rates

Applicable To all persons, firms or bodies corporate that receive or seek to receive Water Services or Wastewater Collection Services or other services related to or incidental to Water Services or Wastewater Collection Services from EWSI pursuant to Bylaw 19626 or this bylaw, as amended, 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 such person, as well as a registered owner or tenant of property to which Water Services or Wastewater Collection Services are being delivered.

Stormwater Utility Charges April 1, 2025 - December 31, 2027

All owners or occupants of Premises within the City of Edmonton share costs associated with Stormwater service. Stormwater utility charges are levied on all owners or occupants of Premises that receive Water Services and all other Premises that benefit either directly or indirectly from the conveyance of Stormwater by EWSI facilities. Stormwater utility charges are calculated based on a monthly rate using the following formula:

Stormwater utility charge = **A x I x R x rate**, where

- 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 Premises
- I** is
- the development intensity factor of 1.0, except for Premises where Customers have demonstrated that they contribute significantly less stormwater per m² to the City's sewerage system during rainfalls than other similarly zoned Premises 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.
- Rate** is
- the stormwater utility rate.

The zoning designation used to calculate a Premises Stormwater utility charge is the zoning designation determined by the City of Edmonton through its bylaws or otherwise. If a Premises zoning designation is not referenced within the Runoff Coefficient Table, EWSI shall, in its sole discretion, use the zoning designation within the Runoff Coefficient Table that most closely aligns with the Premises zoning designation.

Part II – Stormwater Utility Rates

EWSI reserves the right to adjust Stormwater billing factors (area, development intensity factor or runoff coefficient) to ensure that a Premises Stormwater utility charge reflects service received by the property.

Runoff Coefficient Table

The following tables shall be in effect from April 1, 2025 to December 31, 2027.

Runoff Coefficient	Zoning Designation
0.2	A, AG, NA, RR, RVSA
0.3	PS, PSN
0.4	FD
0.5	AJ, RS/RSF($\geq 450m^2$)
0.55	DC($< 700m^2$), PU, RM/RSM($\geq 450m^2$), RS/RSF($< 450m^2$), UF
0.6	DC($\geq 700m^2$), RL, RM/RSM($< 450m^2$), UI
0.65	CN, MUN
0.75	BE, CB, CG, IH, IM, MU

Rate

The Stormwater Utility Rate for the period of April 1, 2025 - March 31, 2026, unless otherwise adjusted by other mechanisms permitted by this bylaw, is:

Rate	\$0.092750
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The Stormwater Utility Rate for the period April 1, 2026 to December 31, 2027 will be determined by applying the adjustment factors in Schedule 3 of this bylaw to the rate set out above, with new rate approval and implementation occurring on an annual basis in accordance with the adjustment methodology prescribed in Section 8 of this bylaw.

Part III – Service Fees and Charges and Sanitary Sewer Trunk Charges

Part III: Service Fees and Charges and Sanitary Sewer Trunk Charges
Service Fees and Charges - April 1, 2025 - December 31, 2027
1. Application Fees

Application Type	2025 Fee
Application to release matter	\$210.00
Application to approve a compliance program	Subject to estimate based on cost of service
Records search	\$175.00
Application for stormwater intensity adjustment	\$200.00
Application for sanitary utility credit	\$430.00

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.

For the purpose of calculating the sanitary sewer trunk charge, “dwelling” and “secondary suite”, as well as reference to “use classes”, have the same meaning as defined by the City of Edmonton Zoning Bylaw, Bylaw 20001, 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 for the period of April 1, 2025 - March 31, 2026 are set out below. Sanitary sewer trunk charges for the period April 1, 2026 to December 31, 2027 will be adjusted in accordance with an adjustment notice provided by the city of Edmonton, as applicable.

For development, redevelopment, or renovation of premises for residential use classes:

Part III – Service Fees and Charges and Sanitary Sewer Trunk Charges

Dwelling	2025 Fee**
1 - 2 dwelling units, excluding secondary suites	\$ λ
2 dwelling units where one unit is a secondary suite	\$ λ
3 or more dwelling units	\$ λ
Commercial	\$ λ
Industrial	\$ λ
Institutional	\$ λ

*Sanitary sewer trunk charges for 2025-2027 shall be adjusted in accordance with an adjustment notice provided by the city of Edmonton, as applicable.

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

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

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 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

Account Application Charges

To all Customers who apply for a new account or change accounts for Wastewater Collection Services within the city of Edmonton boundaries. If a Customer is applying for a new Water Services account at the same time, this fee will only be charged once.

Part III – Service Fees and Charges and Sanitary Sewer Trunk Charges

2025 Account Application Fee	\$25.00
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Hauled Wastewater

The account application fee for Hauled Wastewater is:

2025 Hauled Wastewater Account Application Fee	\$35.00
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The fee for Hauled Wastewater is calculated based on vehicle size:

2025 Hauled Wastewater Fee	\$28.65 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.

Notice to Comply Subsequent Inspection Fee

To all customers in breach of Schedule 2 Terms and Conditions of Wastewater Collection and Wastewater Treatment Services that have been issued a notice to comply by EWSI for the contravention.

2025 Subsequent Inspection Fee	\$250.00
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Investigation Fee

To all Customers who request EWSI to investigate sewer trouble where the result of the investigation indicates that the sewer trouble is caused by a private plumbing issue.

2025 Initial Investigation Fee	\$410.00
2025 Subsequent Investigation Fee	\$220.00 for second and subsequent appointments

Removal of Obstruction Fee

To all Customers who request EWSI remove an obstruction caused by a private plumbing issue or on the private side of the Wastewater Collection Service. For clarity, EWSI is required to investigate prior to removing the obstruction and both fees will be applied.

2025 Obstruction Removal Fee - Removal only	\$255.00
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Part III – Service Fees and Charges and Sanitary Sewer Trunk Charges

No-Access Fee

To all Customers who request EWSI to investigate sewer trouble but fail to provide access to the sanitary cleanout as required by EWSI's Wastewater Collection Services Guidelines.

2025 No-Access Fee	\$220.00*
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*This fee is subject to waiver or reimbursement if the Customer provides access to the sanitary cleanout as required by EWSI's Wastewater Collection Services Guidelines within 30 days of the initial investigation request.

Missed Appointment Fees

To all customers who do not keep a scheduled appointment with an EWSI representative

2025 Missed Flood Assessment Appointment Fee	\$60.00
2025 Missed Obstruction Removal Appointment Fee	\$220.00

EWSI Missed Appointment Credit

For instances in which EWSI does not keep a scheduled appointment for a Customer without giving reasonable notice.

2025 Missed Appointment Credit	\$35.00
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Customer Locate Fee

To all Customers who fail to notify EWSI they have taken possession of a site and EWSI is required to conduct searches to identify the Customer.

Customer Locate Fee	\$20.00
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Tampering or Unauthorized Use Charge

To all Customers for whom EWSI must investigate, repair, or replace damaged sanitary, storm or combined sewer infrastructure as a result of unauthorized use or tampering.

2025 Tampering Fee	Cost to repair plus \$250.00
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Service Connection Fees

The fee for new sewer connections is calculated on a cost of service basis in accordance with the Wastewater Collection Services Guidelines.

Part III – Service Fees and Charges and Sanitary Sewer Trunk Charges

Late Payment Charges

A late payment charge of 2.5%, not compounded, is applied to all charges on a Customer's account, if the Customer's payment has not been received by EWSI in full by the payment date specified on the bill. A dishonoured cheque charge of \$25.00 is applied for each cheque returned for insufficient funds.

Miscellaneous Fees

EWSI may impose any other fees on the owner or developer of premises provided that those fees are reasonably connected to the provision of the sanitary utility services or stormwater utility services to that premises.

Part IV – Wastewater Treatment Rates

Part IV: Wastewater Treatment Rates

Applicable To all Residential Service, Multi-Residential Service and Commercial Service Customers within the city of Edmonton who are serviced by or connected to the sanitary system.

If a business is conducted from premises that otherwise fall within the definition of a Residential Service or Multi-Residential Service, Commercial Wastewater Treatment Service rates apply; provided that if a portion of the premises from which the business is conducted is separately metered, then a Commercial Wastewater Treatment Services rate will apply only to that portion of the premises.

Wastewater Treatment Charges April 1, 2025 - December 31, 2027

Wastewater Treatment charges are calculated and levied on each Premises on a monthly basis and are comprised of a Fixed Monthly Charge and a Variable Charge.

Fixed Monthly Charge

The Fixed Monthly Charge is levied on each premises.

The Fixed Monthly Charge for the period April 1, 2025 to March 31, 2026 is set out below:

Rates	Fixed Monthly Charge	\$6.73 per month
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The Fixed Monthly Charge for the period April 1, 2026 to December 31, 2027 will be determined by applying the adjustment factors in Schedule 3 of this bylaw to the rates set out below, with new rate approval and implementation occurring on an annual basis in accordance with the adjustment methodology prescribed in Section 8 of this bylaw.

Variable Charge

The Variable Charge is levied on each Premises based on metered flow, measured by one of the following:

- 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 IV – Wastewater Treatment Rates

The Variable Rates for the period April 1, 2025 - March 31, 2026 are set out below:

Metered Flow	Rate per m³*
Residential Service All consumption	\$1.2693 per m ³
Multi-Residential Service All consumption	\$1.2456 per m ³
Commercial Service 0 m ³ – 10,000.0 m ³ 10,000.1 m ³ – 100,000.0 m ³ Over 100,000.0 m ³	\$1.1369 per m ³ \$0.8795 per m ³ \$0.4589 per m ³

Variable Rates for the period April 1, 2026 to December 31, 2027 will be determined by applying the adjustment factors in Schedule 3 of this bylaw to the rates set out above, with new rate approval and implementation occurring on an annual basis in accordance with the adjustment methodology prescribed in Section 8 of this bylaw.

Part IV – Wastewater Treatment Rates

Sanitary Utility Credit and Excess Sanitary Use Charge

Sanitary Utility Credit

Applicable To Commercial Service Customers who can clearly demonstrate that there is a water loss experience between their water consumed and their discharges to the sanitary sewer system on a continuous monthly basis.

The Customer must submit a written application to EWSI, as required by Schedule 2 to the bylaw.

Excess Sanitary Use Charge

Applicable Additional sanitary sewer charges may apply to Commercial Service Customers if the volume of water discharged to the sanitary sewer system from a Premises exceeds the water consumed by that Premises.

Part IV – Wastewater Treatment Rates

Wastewater Overstrength Surcharges

Applicable Applies to all Commercial Service customers within the City of Edmonton that release wastewater to the sewer system that contains one or more constituents that exceed the concentration indicated in this Schedule.

Effective Dates and Adjustments for Future Years

The Wastewater Overstrength Surcharges for the period April 1, 2025 to March 31, 2026 are set out below.

Wastewater Overstrength Surcharges for the period April 1, 2026 to December 31, 2027 will be determined and adjusted as outlined in Schedule 3 of this bylaw, with new rate approval and implementation occurring on an annual basis in accordance with the adjustment methodology prescribed in Section 8 of this bylaw.

Rates**Wastewater Overstrength Surcharge:**

The Overstrength Surcharge, applied to each m³ of water consumed, for each kilogram of surchargeable matter per m³ of wastewater that exceeds the concentration indicated for that matter shall be:

	Concentrations Above:
a) \$0.8501 for Biochemical Oxygen Demand (BOD)	300 mg/L
b) \$0.8501 for Chemical Oxygen Demand (COD)	600 mg/L*
c) \$0.7433 for oil and grease	100 mg/L
d) \$7.0740 for phosphorous	10 mg/L
e) \$0.7717 for suspended solids, and	300 mg/L
f) \$1.8057 for total kjeldahl nitrogen (TKN)	50 mg/L

* Or twice the BOD concentration in the wastewater, whichever is greater.

Wastewater Additional Overstrength Surcharge:

The Additional Overstrength Surcharge, applied to each m³ of water consumed, for each kilogram of surchargeable matter per m³ of wastewater that exceeds the concentration indicated for that matter shall be:

	Concentrations Above:
a) \$0.8501 for Biochemical Oxygen Demand (BOD)	3,000 mg/L
b) \$0.8501 for Chemical Oxygen Demand (COD)	6,000 mg/L*
c) \$0.7433 for oil and grease	400 mg/L
d) \$7.0740 for phosphorous	75 mg/L
e) \$0.7717 for suspended solids, and	3,000 mg/L
f) \$1.8057 for total kjeldahl nitrogen (TKN)	200 mg/L

* Or twice the BOD concentration in the wastewater, whichever is greater.

Part IV – Wastewater Treatment Rates

Wastewater Overstrength Surcharges Adjustment**Applicable**

To Customers to whom the Wastewater Overstrength Surcharges apply and who own and operate facilities that produce and deposit into the sewer system 25,000 m³ or more per month of wastewater with a Biochemical Oxygen Demand equal to or greater than 100 tonnes per month with a ratio of Chemical Oxygen Demand to Biochemical Oxygen Demand (5-day test) less than 2.0.

It must be demonstrated through a technical assessment by EWSI that the impact of treating the Customer's wastewater stream at the Gold Bar Wastewater Treatment Plant will be significantly beneficial for biological nutrient removal. The Customer must provide, at its own cost, all information, samples and other materials that EWSI may require to complete this technical assessment. The Customer will be responsible for the full cost of the EWSI technical assessment.

This adjustment does not apply to Residential Wastewater Treatment Service Customers.

A Customer who wishes to be considered for this adjustment must submit a request in writing to EWSI for review of its Wastewater Overstrength Surcharge and eligibility for the adjustment. EWSI reserves the right to accept or deny any application and the amount and duration of the adjustment will be at the sole discretion of EWSI, as determined by the EWSI study reflecting the Gold Bar Wastewater Treatment Plant operation. Only one Wastewater Overstrength Surcharges Adjustment will be applied to any one Customer at one time.

Rate

A discount from the regular rates for Wastewater Overstrength Surcharges where the level of discount to the Customer will be determined on a case-by-case basis.

Effective Dates

This rate is effective as of and when EWSI amends or approves the rate for the period April 1, 2025 to December 31, 2027.

Part IV – Wastewater Treatment Rates

Wastewater Overstrength Surcharges: Supplementary Information**1. Key Terms**

- a. **Biochemical oxygen demand (BOD)** means the quantity of oxygen required for the biochemical degradation of organic material and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron during a 5-day, 20 degree Celsius incubation period and may measure the oxygen used to oxidize reduced forms of nitrogen, as determined by using a standard procedure.
- b. **Chemical oxygen demand (COD)** means a measure of the oxygen equivalent of the organic content of a sample that is susceptible to oxidation by a strong chemical oxidant, as determined by using a standard procedure.
- c. **Flow monitoring point** means an access point to the building drain, building sewer, private drainage system or sewer service for the purpose of collecting representative samples of the wastewater being released from the premises.
- d. **Oil and grease** means any solvent extractable material of animal, vegetable or mineral origin, as determined by using a standard procedure.
- e. **Phosphorus** means all forms of phosphorus in a sample, as determined by using a standard procedure.
- f. **Suspended solids** means the portion of total solids retained by a filter, as determined by using a standard procedure.
- g. **Total Kjeldahl Nitrogen (TKN)** means organically bound nitrogen plus ammonia nitrogen, as determined by using a standard procedure.

2. Determination of Wastewater Overstrength Surcharges

EWSI or its agent:

- a. will collect a composite sample of the wastewater being released over any 24 hour period or part thereof;
- b. will determine the concentration of the surchargeable constituents in the sample, using a standard procedure;
- c. will calculate the average concentration of each constituent from a minimum of four (4) composite samples taken over a period of more than seven (7) days, and not longer than a 12 month period;

Part IV – Wastewater Treatment Rates

- d. may, where the concentration(s) of the overstrength constituent(s) are in the same range as those used to establish the existing overstrength surcharge, use the existing mean concentrations to set the overstrength surcharge rate until such time as the concentrations fall outside the existing range;
- e. will calculate the average number of kilograms of each surchargeable constituent per cubic metre of wastewater, that exceeds the concentration indicated in Part IV “Wastewater Overstrength Surcharge” and “Wastewater Additional Overstrength Surcharge” of this Schedule; and,
- f. will calculate the Wastewater Overstrength Surcharges which will appear on the Customer’s utility bill using the following formula:

$$S = \frac{V[P_B(C_B - 300) + P_C(C_C - C_A) + P_G(C_G - 100) + P_P(C_P - 10) + P_S(C_S - 300) + P_N(C_N - 50)]}{1000}$$

Where:

- S is the overstrength surcharge in dollars;
- V is the total water consumption in cubic metres (m³) (or, if approved, sewer metering);
- P_B, P_C, P_G, P_P, P_S, and P_N are the Overstrength surcharge set out in Part IV for each kilogram of BOD, COD, oil and grease, phosphorus, suspended solids, and TKN, respectively.
- C_B, C_C, C_G, C_P, C_S, and C_N are the average concentrations in milligrams per liter (mg/L) of BOD, COD, oil and grease, phosphorus, suspended solids and TKN, respectively, in the sampled wastewater.
- C_A is 600 or double the average BOD concentration in mg/L, whichever is greater.
- The additional surcharge is calculated using the above formula but substituting 3000, 400, 75, 3000 and 200 for 300, 100, 10, 300 and 50, respectively, and C_{ac} is 6000 or double the average BOD concentration in mg/L, whichever is greater.
- Where the remainder of a subtraction is a negative number, that component of the formula becomes equal to zero.

Part IV – Wastewater Treatment Rates

Wastewater Overstrength Surcharges: Supplementary Information**3. Application of Wastewater Overstrength Surcharges****a. Single Business, Multiple Sewers:**

Where the wastewater from a premises is released through two or more building sewers and where there is no accurate measurement of the individual flows being released, the release that would produce the highest surcharge will be used to determine the overstrength surcharge on all releases.

b. Multiple Businesses, Single Water & Sewer Service:

Wastewater released through a single sewer service from a premises with two or more separate businesses serviced by a single water service will be considered as being released by the person responsible for the payment of the utility bill for that water meter.

c. Multiple Businesses, Multiple Water Services & Single Sewer Service

Wastewater released through a single sewer service from a premises with two or more separate businesses, each serviced by separately metered water services, will be considered as being released from each of the separate businesses, in proportion to the separate business' water consumption, unless it is shown to the satisfaction of EWSI or its agent, by the owner of the premises, that:

- i. the portion of the wastewater that is overstrength is being released from only one of the businesses serviced by a separate metered water service on the premises; and,
- ii. the release from that business can be monitored separately from the other businesses.

Part IV – Wastewater Treatment Rates

Wastewater Overstrength Surcharges: Supplementary Information**4. Review of Wastewater Overstrength Surcharges**

A Customer may request a review of the Wastewater Overstrength Surcharge or the Additional Overstrength Surcharge, or both, by applying in writing to EWSI to have the specific charges reviewed.

The Customer making the request will supply to EWSI:

- a. analytical data from analyses of composite samples:
 - i. collected over the period of time over which the surcharge was calculated;
 - ii. collected from the flow monitoring point in accordance with section 2(a) of this Wastewater Overstrength Surcharge: Supplementary Information;
 - iii. analyzed in accordance with section 2(b) of this Wastewater Overstrength Surcharge: Supplementary Information; and,
 - iv. supported by the analytical data indicating the accuracy and precision of the analyses; and
- b. any other information EWSI deems necessary to carry out the review.

EWSI will determine whether the Wastewater Overstrength Surcharge, the Additional Overstrength Surcharge, or both, should be recalculated for the time period being reviewed.

Schedule 2

Terms and Conditions of Wastewater Collection and Wastewater Treatment Services

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Terms and Conditions of Wastewater Collection and Wastewater Treatment Services

INTRODUCTION TO TERMS AND CONDITIONS

These Terms and Conditions, as approved by the municipal council of the City of Edmonton, form part of Bylaw 20865 (the “EPCOR Wastewater Services Bylaw”) which regulates the provision of Wastewater Collection Services and Wastewater Treatment Services in the city of Edmonton by EPCOR Water Services Inc. (“EWSI”). The EPCOR Wastewater Services Bylaw 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 Wastewater Collection Services or Wastewater Treatment 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 Wastewater Collection Services or Wastewater Treatment 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 Wastewater Collection Services or other services by a Customer, including the amounts payable from time to time by the Customer to EWSI;

“**Authorized Agent**” means a person who has a valid EWSI access permit as set out in the Wastewater Collection Services Guidelines;

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

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“**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 Wastewater Collection Services or Wastewater Treatment Services or other services related to or incidental to the Wastewater Services from EWSI pursuant to the EPCOR Wastewater 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 Wastewater Collection 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;

“**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 Bylaw**” means City of Edmonton Bylaw 19626 as amended;

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

“**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 maintenance holes 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;

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“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 transfer of materials takes place and the surrounding two metres in each direction; and
- (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;

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“Price Schedule” means the rates, fees and charges for Wastewater Services more particularly described in Schedule 1 of the EPCOR Wastewater 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;

“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 Wastewater Collection 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 naturally occurring water that collects or flows beneath the ground surface filling the porous space of sediment, soil and rocks;

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“Terms and Conditions” means the terms and conditions in respect of Wastewater Collection and Wastewater Treatment Services described herein;

“Wastewater” means water discharged from a premises;

“Wastewater Collection 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 Wastewater Collection Services for the property of any Customer;

“Wastewater Franchise Agreement” means a franchise agreement in respect of Wastewater Treatment Services between EWSI and the City, dated March 31, 2009, including all amendments or replacements thereto;

“Wastewater Services” means Wastewater Collection Services and Wastewater Treatment Services;

“Wastewater Services Agreement” means any agreement under which EWSI has or may incur an obligation to provide Wastewater Services (meaning either Wastewater Collection Services or Wastewater Treatment Services, as applicable) 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 Wastewater Collection Services to a Customer;

“Wastewater Treatment Services” means the treatment of wastewater and the storage, pumping and disposal of treated wastewater by any means and the right to charge and recover a fee for such services in accordance with the Wastewater Treatment Franchise Agreement;

“Watercourse” means:

- (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; and

“Water Services” means the services provided by EWSI pursuant to Bylaw 19626, as more specifically defined therein.

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1.2 Conflicts

If there is any conflict between a provision in these Terms and Conditions, and a provision in a Wastewater 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 Wastewater 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 Wastewater Collection Services and Wastewater Treatment 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 Wastewater Collection 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 Wastewater Collection Services set out in the Price Schedule. EWSI will operate and maintain the Sewerage System at no additional charge to any Customer beyond the fees, rates and charges for Wastewater Collection Services set out in the Price Schedule or in a Wastewater 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 responsible in law, including, without limitation, any costs or damages described in any judgment of a court in EWSI's favour.

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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 Wastewater Collection 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 Bylaw, Schedule 2, shall apply to Wastewater Collection Services.

2.3 Wastewater Collection Services Guidelines

- (a) EWSI may adopt written requirements, standards, specifications, procedures, protocols or guidelines supplementary to these Terms and Conditions (the "**Wastewater Collection 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 Wastewater 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 Wastewater Collection 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 Sewerage System.

Terms and Conditions of Wastewater Collection and Wastewater Treatment Services

EWSI may amend the Wastewater Collection 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 Wastewater Collection Services Guidelines and amendments thereto will be filed with the City Manager for information purposes and can be accessed at www.epcor.com.

The Wastewater Collection 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 Wastewater Collection Services Guideline previously filed with the City Manager.

- (b) Without limiting the generality of Section 2.3(a) above, Wastewater Collection 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 Wastewater Collection Services, including without limitation Wastewater Collection Services provided during the construction phase of a development;
 - (iii) procedures or requirements for upgrading, re-sizing relocating or otherwise changing a 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, the Wastewater Collection Services Guidelines shall include:
 - (i) Guidelines for public access to information related to Wastewater Collection 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) Without limiting the generality of Section 2.3(a) above, the following are deemed to be Wastewater Collection 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 & Sand Interceptor Installation & Maintenance Requirements and Vehicle/Equipment Service & Washing;

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- (ii) Code of Practice: Hauled Wastewater Discharge Requirements;
 - (iii) Code of Practice: Dental Amalgam Separator Installation & Maintenance Requirements;
 - (iv) Code of Practice: Fats, Oils, Grease and Solids Interceptor Installation and Maintenance Requirements and Commercial/Institutional Food Preparation;
 - (v) Code of Practice: Large Volume Releases;
 - (vi) Code of Practice: Operations and Regulatory Requirements for De-Chlorinated Water Releases and Commercial/Industrial Line Flushing;
 - (vii) Code of Practice: Flow Monitoring Point Installation and Maintenance Requirements;
 - (viii) The document entitled “Design and Construction Standards for the City of Edmonton – Volume 3 Drainage”;
 - (ix) Guidelines for Public Access to Wastewater Collection Services information; and
 - (xi) The document entitled “Customer Connection Guide.”
- (e) While EWSI is committed to, and will endeavour to comply with, its Wastewater Collection Services Guidelines, the operations of EWSI are complex and dynamic and the Wastewater Collection Services Guidelines may not appropriately or exhaustively deal with every situation that arises. With the exception of the Wastewater Collection Service Guidelines provided by Article 2.3(c), EWSI, acting reasonably, may deviate from the provisions of the Wastewater Collection Services Guidelines or take action not specifically authorized by these Terms and Conditions or by the Wastewater Collection 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;

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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

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

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- (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:
 - (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

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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.
- (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 Customer or Owner of a premises serviced by the Sewerage System shall install and maintain an accessible Flow Monitoring Point, consistent with the Flow Monitoring Point Installation & Maintenance Requirement Code of Practice, 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 Flow Monitoring Point Installation & Maintenance Requirements Code of Practice as provided in the Wastewater Collection Services Guidelines.
- (c) The Owner of a premises shall ensure that EWSI has a safe and reasonable means of accessing the Flow Monitoring Point.

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- (d) Unless exempted by EWSI, this section applies to all premises except single-family or duplex properties that discharge only Wastewater from domestic sources.

4.4 Interceptors

- (a) The Customer or Owner of any premises in which there is commercial or institutional food preparation shall provide, install and maintain a fat, oil and grease interceptor consistent with the requirements in the Fat, Oil & Grease and Solids Interceptor Installation & Maintenance Requirements and Commercial/Institutional Food Preparation Code of Practice:
- (i) on all fixtures that may release fat, oil, grease or solids; or
 - (ii) downstream of all fixtures that may release fat, oil, grease or solids.
- (b) The Customer or Owner of a premises in which vehicles or equipment are serviced, repaired, disassembled or washed shall provide an oil, grease and sediment interceptor consistent with the specification of the Oil, Grease and Sand Interceptor Installation and Maintenance Requirements Code of Practice:
- (i) on all fixtures that may release oil, grease or sediment; or
 - (ii) downstream of all fixtures that may release oil, grease or sediment.
- (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 applicable Code of Practice.

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 Dental Amalgam Separator Installation & Maintenance Requirements Code of Practice as provided in the Wastewater Collection Services Guidelines.
- (c) This section does not apply to premises:

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- (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 or modify pretreatment processes, 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;
- (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:

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- (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.
- (b) A Person shall not remove any water from or modify access to an EWSI Stormwater management facility except as permitted by EWSI.
- (c) A Person shall not facilitate any of the activities prohibited by this section.

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) 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.
- (b) A Person who keeps or stores a Prohibited or Restricted Waste shall ensure that those materials are sequestered through secondary containment, barriers and/or distance to ensure 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 cumulative volume of 10 cubic metres in a 24 hour period, into the Sewerage System except as permitted in this Article.
- (b) A Person may Release Wastewater that exceeds a cumulative volume of 10 cubic metres in a 24 hour period, into the Sewerage System if the Release is performed in accordance with the Large Volume Releases Code of Practice as established in the Wastewater Collection Services 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;

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- (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
 - (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) run-off water resulting solely from:
 - (i) street cleaning;
 - (ii) extinguishing fires;
 - (iii) garden and lawn maintenance; and
 - (iv) washing of single family or duplex residential premises;

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- (d) water to which no matter has been added, except from a High Potential Contaminant Release Area;
- (e) roof drainage and Subsurface Water from premises connected for that purpose in accordance with this bylaw;
- (f) water obtained from a source other than EWSI in a volume less than or equal to 1 cubic metre per day; and
- (g) 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.

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;
- (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 Commercial/Industrial Line Flushing Code of Practice as established in the Wastewater Collection 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;

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- (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
 - (iv) washing of single family or duplex residential premises;
- (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

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- (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.
- (e) Discharge from watermain unidirectional flushing and/or hydrant flushing

5.12 Storm Sewer Permitted Releases requiring EWSI Approval

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 Commercial/Industrial Line Flushing Code of Practice as established in the Wastewater Collection 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.

5.13 Hauled Wastewater

- (a) No Person shall Release, discharge or permit the Release or discharge of Hauled Wastewater unless the discharge:

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- (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 Hauled Wastewater Discharge Requirements Code of Practice as established by the Wastewater Collection 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

Any Person who treats Wastewater or Stormwater prior to Release to the Sewerage System must:

- (a) dispose of any residue generated in that treatment process in a manner acceptable to EWSI;

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- (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;

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- (b) remove or otherwise dispose of the matter in a manner that minimizes any adverse effects; and
- (c) prevent future releases of matter other than those permitted in this Article.

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.
- (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:

- (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.

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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:

- (a) a drainage structure;
- (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 Wastewater Collection Services from EWSI, an Owner, or Customer is obligated to open an account for Water Services as required by EPCOR Water Services 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:

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- (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
 - (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 III;

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 III.

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;

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- (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 III.

7.6 Applications for Utility Credit

A Person applying for the approval of credit on their sanitary utility charges or a stormwater intensity adjustment must submit to EWSI:

- (i) an application in a form acceptable to EWSI;
- (ii) a report showing the evidentiary basis for the credit or adjustment claimed;
- (iii) other information as required by the Terms and Conditions of the utility credit program; and
- (iv) the fee payable for a utility credit application or stormwater intensity adjustment as set out in Schedule 1, Part III.

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 Wastewater Collection Services

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

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- (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 Wastewater Services Agreement or other form of agreement acceptable to EWSI;
- (d) any representation made by the Customer to EWSI for the purpose of obtaining or continuing Wastewater Collection 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 Wastewater Collection Services;
- (f) the type of Wastewater Collection Services or Sewer Service applied for is not available or not normally provided by EWSI in the locality where the Wastewater Collection Services are requested;
- (g) the requirements of the Wastewater Collection Services Guidelines have not been met;
- (h) the proposed Wastewater Collection Services or Service Connection, in EWSI's reasonably held opinion, has unusual characteristics that might adversely affect the quality of Wastewater Collection 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 Services or Wastewater Collection Services; or
- (k) the Customer has failed to provide the security required by EWSI.

7.9 Customer Contracts

- (a) Wastewater Services Agreement

EWSI may, in its sole discretion, require a Customer previously connected or seeking to connect to the Sewerage System to sign a Wastewater Services

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Agreement in respect of a Service Connection, as a condition of receiving or continuing to receive a Service Connection or Wastewater Collection Services.

(b) Assignment of Contractual Obligations

All Wastewater Collection 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 Wastewater 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.

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 Wastewater Collection Services has been accepted by EWSI.

ARTICLE 8 - WASTEWATER COLLECTION SERVICE REQUIREMENTS AND FACILITIES

8.1 Protection of EWSI's Facilities and Property of Other Customers

- (a) No Interference with Facilities

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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 EWSI employee or Authorized Agent shall remove, operate, enter, access, attach, affix to 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 EWSI 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 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 Wastewater Collection 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

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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 Wastewater Collection Services Guidelines. The Customer shall not use a Service Connection or any Wastewater Collection Services received in a manner so as to cause interference with any other Customer's use of a Service Connection or Wastewater Collection 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.

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 Wastewater Collection 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

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- (v) take necessary corrective action to safeguard and maintain the Sewerage 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;
 - (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 Bylaw.

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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.

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 Wastewater Services Agreement for the proposal with EWSI.

10.3 Customer Payment for Sewerage System Extension Costs

Unless otherwise specified in a Wastewater 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 - WASTEWATER COLLECTION 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:

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- (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 Sewerage 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 Wastewater Collection 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 Wastewater Collection Services. The Customer shall provide and install any 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 Wastewater Collection 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 Wastewater Collection 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 Wastewater Collection Services, regardless of whether the Customer requests a change to the Service Connection

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the Customer is obligated to pay the full cost of such modifications, extensions or additions to Facilities, unless otherwise specified in a Wastewater 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 Wastewater Collection Service**

In addition to any other remedy or penalty, EWSI may discontinue the provision of Wastewater Collection 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, in its sole discretion, discontinue or limit the provision of water services as provided by EPCOR Water Services 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.

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.

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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 Wastewater Collection Services or Wastewater Treatment 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 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 Wastewater Collection 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 Wastewater Collection Services in connection with the repair or proper maintenance of the Sewerage 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.

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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 Wastewater Services Agreement, or any legal or regulatory requirement related to provision of Wastewater Collection Services or Wastewater Treatment 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 Wastewater 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:
 - (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.

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- (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 Wastewater Collection Services, EWSI's obligations and responsibilities hereunder and under any agreement relating to Service Connections or provision of Wastewater Collection 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 Wastewater Collection Services. Fixed 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 disturbance shall constitute a cause or event within the control of EWSI or deprive EWSI of the benefits of this Section 14.5.

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

EWSI remains the owner of all Facilities necessary to provide Wastewater Collection 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 Wastewater Collection Services

The Customers assume full responsibility for the proper use of the Service Connection and Wastewater Collection 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 Sewerage System,
- (b) the Customer's improper or negligent use of Wastewater Collection 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 Wastewater Collection Services or otherwise terminate Wastewater Collection 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 Wastewater Collection Services 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 or release which, in EWSI's reasonable opinion, appears to be 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 EWSI employee or Authorized Agent shall be permitted to remove, operate, enter, access, affix to 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 Wastewater Collection Services Interruptions and EWSI Obligation to Respond

- (a) While EWSI takes all reasonable efforts to guard against Wastewater Collection Services interruptions, it does not guarantee uninterrupted Wastewater Collection Services or any particular standard of Wastewater Collection Services. EWSI shall at any time, without liability whatsoever to any Customer, have the right to discontinue or otherwise curtail, interrupt or reduce Wastewater Collection 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 Wastewater Collection Services;

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- (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;
 - (i) provide notice of any Wastewater Collection 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 Wastewater Collection 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 Wastewater Collection 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 Wastewater Services Agreement or any other agreement with EWSI relating to a Service Connection or Wastewater Collection Services

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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 Wastewater Services Agreement, or any entitlement to payment under any Customer Account, to any Person with or without notice to the Customer.

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 Wastewater Services Agreement or any other agreement between EWSI and the Customer relating to a Service Connection or Wastewater Collection 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 Wastewater Services Agreement or any other agreement between EWSI and a Customer relating to a Service Connection or Wastewater Collection 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 Wastewater Services Agreement or other agreement between EWSI and a Customer relating to a Service Connection or Wastewater Collection 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 Wastewater 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;

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- p. sediment, into the sanitary Sewerage System;
 - q. sharps;
 - r. soil;
 - s. straw;
 - 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;

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- 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:
- 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.

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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.

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	500

2. INORGANIC CONSTITUENTS

Inorganic Constituent	Concentration (mg/L)
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

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3. ORGANIC COMPOUNDS

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;

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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
<i>E.coli.</i>	200 MPN / 100 mL or 200 counts / 100 mL

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

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 Rates: Sanitary, Stormwater and Wastewater Treatment Rates

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Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

1.0 3-Year Term with Annual Adjustments Effective Each April 1st

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 April 1, 2025 to December 31, 2027.

The rates and each component of, or adjustment to, the rates as set out below will be assessed on a calendar year basis. However, to meet the administrative requirements of compiling, verifying and reporting on results, actual rate adjustments will occur on April 1st of the year following the forecast year.

1.1 Variable Rates

The variable rates for the first year of the three-year term, commencing April 1, 2025 are set out in Schedule 1 Parts I and IV. Commencing April 1, 2026 and for each subsequent year on that date for each customer class billed for Sanitary Utility Service, and/or Wastewater Treatment Service identified in Schedule 1 Part I: Sanitary Utility Rates or Part IV: Wastewater Treatment Rates, the variable rate shall be adjusted. For each customer or customer class, the rate for the year in which the April 1st adjustment takes effect (hereinafter called the “Current Year”) will be determined by the formula:

$$RP \times (1 + ID) \times (1 + IF - E) + RS$$

Where,

- RP means the rate that was in effect for a customer or customer class during the 12 months immediately preceding April 1 of the Current Year, excluding the Special Rate Adjustment for the Consumption Deferral for the 12 months immediately preceding April 1 of the Current Year;
- ID means the difference between the forecast rate of inflation and the actual rate of inflation for the calendar year immediately preceding the Current Year;
- IF means the forecast rate of inflation for the Current Year;
- E means the efficiency factor as described in Section 2.2. of this Schedule 3.
- RS means the rate for a special rate adjustment as described in Sections 2.3 and 2.4 of this Schedule 3.

1.2 Fixed Monthly Charges and Service Fees and Charges

The fixed monthly charges and the service fees and charges for the first year of the three-year term, commencing April 1, 2025 are set out in Schedule 1, Parts I, II, III and IV. Commencing April 1, 2026 and for each subsequent year on that date, the fixed Monthly Charges set out in Schedule 1,

Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

Parts I, II, III and IV shall be adjusted. For each customer or customer class, the rate for the year in which the April 1st adjustment takes effect (hereinafter called the “Current Year”) will be determined by the formula:

$$RP \times (1 + ID) \times (1 + IF - E) + RS + Z$$

Where,

- RP means the rate, fee or charge that was in effect for a customer or customer class during the 12 months immediately preceding April 1 of the Current Year, before any non-routine adjustments are applied,
- ID means the difference between the forecast rate of inflation and the actual rate of inflation for the calendar year immediately preceding the Current Year,
- IF means the forecast rate of inflation for the Current Year,
- E means the efficiency factor as described in Section 2.2. of this Schedule 3.
- RS means the rate for a special rate adjustment as described in Sections 2.3 and 2.4 of this Schedule 3.
- Z means a non-routine adjustment as described in Section 5.0 of this Schedule 3.

1.3 Wastewater Overstrength Surcharges

The Wastewater Overstrength Surcharges for the first year of the three-year term, commencing April 1, 2025 are set out in Schedule 1, Part IV – Wastewater Treatment Rates. Commencing April 1, 2026 and for each subsequent year on that date, the Wastewater Overstrength Surcharge and Wastewater Additional Overstrength Surcharge identified in Schedule 1, Part IV – Wastewater Treatment Rates, shall be adjusted. For each customer class, the rate for the year in which the April 1st adjustment takes effect (hereinafter called the “Current Year”) will be determined by the formula:

$$RP \times (1 + ID) \times (1 + IF - E) + RS$$

Where,

- RP means the rate that was in effect during 12 months immediately preceding April 1 of the Current Year;
- ID means the difference between the forecast rate of inflation and the actual rate of inflation for the calendar year immediately preceding the Current Year;
- IF means the forecast rate of inflation for the Current Year;
- E means the efficiency factor as described in Section 2.2. of this Schedule 3.

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RS means the rate for a special rate adjustment as described in Section 2.4 of this Schedule 3.

2.0 Routine Adjustments

Each year, the following factors or adjustments will be used to determine appropriate adjustments to the variable rate charges, the fixed monthly charges, the service fees and charges and the wastewater overstrength surcharges payable for Wastewater Collection Services and Wastewater Treatment Services:

- a) Inflation Factor;
- b) Efficiency Factor;
- c) Special Rate Adjustments.

The calculation and application of these factors or adjustments are described in subsections 2.1 to 2.4 below.

2.1 Inflation Factor

The fixed and variable charges and the service fees and charges for Wastewater Collection Services will be subject to an annual adjustment based upon a forecast of the rate of inflation supported by the Conference Board of Canada's forecast inflation for the upcoming year. For the purposes of this adjustment calculation, "inflation" will be determined on the basis of two components:

- a) a Consumer Price Index ("CPI") component, weighted at 40%, based on the annual Conference Board of Canada's forecast for Statistics Canada Table: 18-10-0005-01 (formerly CANSIM 326-0021) – CPI, annual average, not seasonally adjusted, 2013 Basket, 2002 = 100, Alberta, All Items; and
- b) a Labour Cost component, based on the annual Conference Board of Canada's forecast for Statistics Canada Table: 14-10-0209-01 (formerly CANSIM 281-0035), weighted at 60%.

The fixed monthly charge, variable rate charges, wastewater overstrength surcharges and wastewater additional overstrength surcharges for Wastewater Treatment Services will be subject to an annual adjustment based upon a forecast of the rate of inflation supported by the Conference Board of Canada's forecast inflation for the upcoming year. For the purposes of this adjustment calculation, "inflation" will be determined on the basis of two components:

- a) a Consumer Price Index ("CPI") component, weighted at 65%, based on the annual Conference Board of Canada's forecast for Statistics Canada Table: 18-10-0005-01 (formerly CANSIM 326-0021) – CPI, annual average, not seasonally adjusted, 2013 Basket, 2002 = 100, Alberta, All Items; and

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- b) a Labour Cost component, based on the annual Conference Board of Canada's forecast for Statistics Canada Table: 14-10-0209-01 (formerly CANSIM 281-0035), weighted at 35%.

Once the calendar year is complete and the actual rate of inflation is known, the charges for the subsequent year will include an adjustment to correct for the difference between the forecast and actual rate of inflation for the calendar year. As the index utilized for the actual Labour Cost component may not be available for the complete calendar year, the consecutive 12 month period for which the index utilized for the Labour Cost component is most recently available is used as a substitute for the calendar year for purposes of the Labour Cost component inflation adjustment.

Both CPI and the Labour Cost components are available and verifiable:

1. The actual CPI component for a given year will be the change in the CPI for Alberta. This measure is identified as the annual growth in Consumer Price Index (CPI): Statistics Canada Table: 18-10-0005-01 (formerly CANSIM 326-0021) – CPI, annual average, not seasonally adjusted, 2013 Basket, 2002 = 100, Alberta, All Items. Any publication issued by Statistics Canada which is intended to replace, supersede or otherwise revise this measure will be used in substitution for it, in performing the inflation calculation.
2. The actual labour cost component for a given year will be the annual growth in Average Hourly Earnings (AHE) for salaried employees (paid a fixed salary), including overtime, unadjusted for seasonal variation for selected industries classified using the North American Industry Classification System (NAICS), for Alberta, Industrial Aggregate (excluding unclassified businesses), based on the monthly Statistics Canada Table: 14-10-0209-01 (formerly CANSIM 281-0035). The annual growth in the AHE will be calculated based on the year-over-year percentage change from the AHE in the preceding year to the AHE in the given year, where:
 - AHE in the given year is the average of the most recent twelve consecutive months of Table: 14-10-0209-01 (formerly CANSIM 281-0035) available when EWSI finalizes its annual rate application for submission to the City Manager on or before March 1; and
 - AHE in the preceding year is the average of the preceding twelve consecutive months of Table: 14-10-0209-01 (formerly CANSIM 281-0035).

Any publication issued by Statistics Canada which is intended to replace, supersede or otherwise revise this measure will be used in substitution for it, in performing the inflation calculation.

As an exception to the inflation adjustment factor, if the rate of inflation (calculated in accordance with this section) is 1.75% or lower, EWSI may prepare a financial plan to

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demonstrate the need for a unit rate increase other than 1.5%. The inflation rate in the financial plan will be a surrogate for the value of I_D .

As a further exception to the inflation adjustment factor, if the rate of inflation is greater than 5.0%, EWSI may prepare a financial plan demonstrating the appropriateness of a unit rate increase less than the rate of inflation minus 0.25%. The inflation rate in the plan will be a surrogate for the value of I_D .

2.2 Efficiency Factor

The Efficiency Factor for the 2025-2027 PBR term for Wastewater Treatment fixed monthly charges and variable charges, wastewater overstrength surcharges and wastewater additional overstrength surcharges shall be 0.25%.

The Efficiency Factor for the 2025-2027 PBR term for Sanitary Utility fixed monthly charges, Sanitary Utility variable charges and Stormwater Utility rates shall be 0.50%.

2.3 Special Rate Adjustments for Wastewater Collection Services and Wastewater Treatment Services

2.3.1 Special Rate Adjustments for Re-Basing – Wastewater Collection Services

In each of the years 2025, 2026 and 2027 (affecting sanitary and stormwater utility rates and Fixed Monthly Charges payable by Customers for the time periods April 1, 2025- March 31, 2026, April 1, 2026 to March 31, 2027, April 1, 2027 – December 31, 2027), Special Rate Adjustments for Re-Basing for Wastewater Collection Services will be added to the Sanitary Utility Fixed Monthly Charges, the Sanitary Utility Variable Rates and the Stormwater Utility Rate in Schedule 1, Part I: Sanitary Utility Rates and Part II: Stormwater Utility Rates. These Special Rate Adjustments for Re-Basing are required to recover the difference between EWSI's revenue requirement forecast for the 2025-2027 PBR term and the revenue that would be realized if annual rate increases were limited to PBR inflation.

The Special Rate Adjustments for Re-Basing for Wastewater Collection Services will be applied in respect of 2025, 2026 and 2027 Sanitary and Stormwater rates after the Inflation and Efficiency factors have been calculated and applied for those years, and are in addition to any Non-Routine Adjustments applicable to those years. Each year, after the Special Rate Adjustments for Re-Basing for Wastewater Collection Services have been factored into the 2025, 2026 and 2027 rates and charges, these adjustments will continue to form part of the basic Sanitary Utility Variable Rates, the Sanitary Utility Fixed Monthly Charges and the Stormwater Utility rate in all subsequent years, to which the annual Routine Adjustment Factors set out in subsections 2.1 and 2.2 above will be applied.

The Special Rate Adjustments for Re-Basing for Sanitary and Stormwater Services applied to the Sanitary Utility Fixed Monthly Charges, the Sanitary Utility Variable Rates and the Stormwater Utility Rate for the years 2025, 2026 and 2027 are as follows:

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Stormwater Rate	2025 Special Rate Adjustment	2026 Special Rate Adjustment	2027 Special Rate Adjustment
Residential Service All Premises	\$0.02146	\$0.00519	\$0.00558
Multi-Residential Service All Premises	\$0.02146	\$0.00519	\$0.00558
Commercial Service All Premises	\$0.02146	\$0.00519	\$0.00558

Sanitary Utility Variable Rate	2025 Special Rate Adjustment	2026 Special Rate Adjustment	2027 Special Rate Adjustment
Residential Service All consumption	\$ (0.10090)	\$ (0.02730)	\$ (0.02730)
Multi-Residential Service All consumption	\$ (0.10090)	\$ (0.02730)	\$ (0.02730)
Commercial Service Except large wholesale	\$ (0.10090)	\$ (0.02730)	\$ (0.02730)
Large Wholesale with Collection System	\$(0.05650)	\$(0.01530)	\$(0.01530)

Sanitary Utility Fixed Monthly Charge	2025 Special Rate Adjustment	2026 Special Rate Adjustment	2027 Special Rate Adjustment
16mm	\$(0.82)	\$(0.22)	\$(0.22)
20mm	\$(1.48)	\$(0.40)	\$(0.40)
25mm	\$(2.30)	\$(0.62)	\$(0.62)
40mm	\$(4.43)	\$(1.19)	\$(1.19)
50mm	\$(6.07)	\$(1.63)	\$(1.63)
75mm	\$(12.54)	\$(3.36)	\$(3.36)
100mm	\$(23.35)	\$(6.27)	\$(6.27)
150mm	\$(44.17)	\$(11.85)	\$(11.85)
200mm	\$(70.48)	\$(18.91)	\$(18.91)
250mm	\$(174.91)	\$(46.93)	\$(46.93)
300mm	\$(174.91)	\$(46.93)	\$(46.93)
400mm	\$(191.39)	\$(51.35)	\$(51.35)
500mm	\$(206.07)	\$(55.29)	\$(55.29)

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The Special Rate Adjustments for re-basing stormwater and sanitary rates and charges for 2025 have been included in the Sanitary and Stormwater Utility Rates in Schedule 1, Part I and Part II.

2.3.2 Special Rate Adjustments for Re-Basing - Wastewater Treatment Services

In each of the years 2025, 2026 and 2027 (affecting wastewater treatment rates payable by Customers for the time periods April 1, 2025 – March 31, 2026, April 1, 2026 to March 31, 2027, April 1, 2027 – December 31, 2027) the Special Rate Adjustment for Re-Basing for Wastewater Treatment Services will be added to the Variable Charge, Fixed Monthly Charge, the Wastewater Overstrength Surcharge, and the Wastewater Additional Overstrength Surcharge in Schedule 1, Part IV – Wastewater Treatment Rates. This Special Rate Adjustment for Re-Basing is required to recover the difference between EWSI’s revenue requirement forecast for the 2025-2027 PBR term and the revenue that would be realized if annual rate increases were limited to PBR inflation.

The Special Rate Adjustment for Re-Basing for Wastewater Treatment Services will be applied in respect of 2025, 2026 and 2027 Wastewater Treatment rates after the Inflation and Efficiency factors have been calculated and applied for those years, and are in addition to any Non-Routine Adjustments applicable to those years. Each year, after the Special Rate Adjustment for Re-Basing for Wastewater Treatment Services have been factored into the 2025, 2026 and 2027 wastewater treatment rates, these adjustments will continue to form part of the basic Variable Charge, Fixed Monthly Charge, and Wastewater Overstrength and Wastewater Additional Overstrength Surcharges for Wastewater Treatment Services in all subsequent years, to which the annual Routine Adjustment Factors set out in subsections 2.1 and 2.2 above will be applied.

The Special Rate Adjustment for Re-Basing for Wastewater Treatment Services applied to wastewater treatment rates for the years 2025, 2026 and 2027 applied to the Variable Charge for each customer class, the Fixed Monthly Charge and Wastewater Overstrength and Wastewater Additional Overstrength Surcharges is as follows:

Variable Charge (per m³)	2025 Special Rate Adjustment	2026 Special Rate Adjustment	2027 Special Rate Adjustment
Residential All consumption	\$0.00777	\$0.00795	\$0.00816
Multi-Residential All consumption	\$0.00777	\$0.00795	\$0.00816
Commercial 0 – 10,000 m ³	\$0.00777	\$0.00795	\$0.00816
10,000.1 – 100,000 m ³	\$0.00601	\$0.00615	\$0.00631
Over 100,000 m ³	\$0.00314	\$0.00321	\$0.00329

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Variable Charge (per m³)	2025 Special Rate Adjustment	2026 Special Rate Adjustment	2027 Special Rate Adjustment
Fixed Monthly Charges	\$0.03859	\$0.03951	\$0.04055
Wastewater Overstrength Surcharge			
Biochemical Oxygen Demand (BOD)	\$0.00488	\$0.00499	\$0.00512
Chemical Oxygen Demand (COD)	\$0.00488	\$0.00499	\$0.00512
Oil & Grease	\$0.00426	\$0.00437	\$0.00448
Phosphorus	\$0.04058	\$0.04155	\$0.04264
Suspended Solids	\$0.00443	\$0.00453	\$0.00465
Total Kjeldahl nitrogen (TKN)	\$0.01036	\$0.01061	\$0.01089
Wastewater Additional Overstrength Surcharge			
Biochemical Oxygen Demand (BOD)	\$0.00488	\$0.00499	\$0.00512
Chemical Oxygen Demand (COD)	\$0.00488	\$0.00499	\$0.00512
Oil & Grease	\$0.00426	\$0.00437	\$0.00448
Phosphorus	\$0.04058	\$0.04155	\$0.04264
Suspended Solids	\$0.00443	\$0.00453	\$0.00465
Total Kjeldahl nitrogen (TKN)	\$0.01036	\$0.01061	\$0.01089

The Special Rate Adjustments for re-basing Wastewater Treatment rates and charges for 2025 have been included in Wastewater Treatment Rates in Schedule 1, Part IV.

2.3.3 Special Rate Adjustments for Consumption Deferral Account – Wastewater Collection Services

In each of the years 2025, 2026 and 2027 (affecting sanitary utility rates payable by Customers for the time periods April 1, 2025- March 31, 2026, April 1, 2026 to March 31, 2027, April 1, 2027 – December 31, 2027), the Special Rate Adjustment for the Consumption Deferral Account for Wastewater Collection Services will be applied to the sanitary utility Variable Rate in Schedule 1, Part I – Sanitary Utility Rates. These Special Rate Adjustments for the Consumption Deferral are required to adjust customer rates for the accumulated consumption deferral account balances from the current 2022-2024 PBR term.

The Special Rate Adjustments for Consumption Deferral for Sanitary Services will be applied in respect of 2025, 2026 and 2027 Sanitary Utility rates after the Inflation and Efficiency factors have been calculated and applied for those years, and are in addition to any Non-Routine Adjustments applicable to those years. Each year, after the Special Rate Adjustments for Consumption Deferral for Sanitary Services have been factored into the 2025, 2026 and 2027 rates and charges, these adjustments will continue to form part of the basic Variable

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Charges in all subsequent years, to which the annual Routine Adjustment Factors set out in subsections 2.1 and 2.2 above will be applied.

The Special Rate Adjustments for Consumption Deferral for Sanitary Services applied to the Sanitary Utility Rates for the years 2025, 2026 and 2027 are as follows:

Sanitary Utility Rate	2025 Special Rate Adjustment	2026 Special Rate Adjustment	2027 Special Rate Adjustment
Residential	\$(0.08624)	\$(0.08794)	\$(0.08932)
Multi-Residential	\$(0.11123)	\$(0.11343)	\$(0.11520)
Commercial, except Large Wholesale	\$(0.24700)	\$(0.25189)	\$(0.25582)
Large Wholesale with Collection System	\$(0.07521)	\$(0.07670)	\$(0.07790)

The Special Rate Adjustments for Consumption Deferral for Sanitary rates and charges for 2025 have been included in the Sanitary Utility Rates in Schedule 1, Part I.

2.3.4 Special Rate Adjustments for Consumption Deferral Account – Wastewater Treatment Services

In each of the years 2025, 2026 and 2027 (affecting wastewater treatment rates payable by Customers for the time periods April 1, 2025- March 31, 2026, April 1, 2026 to March 31, 2027, April 1, 2027 – December 31, 2027) the Special Rate Adjustment for Consumption Deferral for Wastewater Treatment Services will be applied to the wastewater treatment Variable Charges in Schedule 1, Part IV – Wastewater Treatment Rates. These Special Rate Adjustments for Consumption Deferral are required to adjust customer rates for the accumulated consumption deferral account balances from the current 2022-2024 PBR term.

The Special Rate Adjustments for Consumption Deferral for Wastewater Treatment Services will be applied in respect of 2025, 2026 and 2027 Wastewater Treatment rates after the Inflation and Efficiency factors have been calculated and applied for those years, and are in addition to any Non-Routine Adjustments applicable to those years. Each year, after the Special Rate Adjustments for Consumption Deferral for Wastewater Treatment Services have been factored into the 2025, 2026 and 2027 rates, these adjustments will continue to form

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part of the basic Variable Charges in all subsequent years, to which the annual Routine Adjustment Factors set out in subsections 2.1 and 2.2 above will be applied.

The Special Rate Adjustments for Consumption Deferral for Wastewater Treatment Services applied to the Wastewater Treatment Rates for the years 2025, 2026 and 2027 are as follows:

Variable Charge (per m ³)	2025 Special Rate Adjustment	2026 Special Rate Adjustment	2027 Special Rate Adjustment
Residential All consumption	\$(0.08478)	\$(0.08650)	\$(0.08805)
Multi-Residential All consumption	\$(0.10855)	\$(0.11075)	\$(0.11273)
Commercial			
0 – 10,000 m ³	\$(0.21721)	\$(0.22162)	\$(0.22559)
10,000.1 – 100,000 m ³	\$(0.16804)	\$(0.17145)	\$(0.17452)
Over 100,000 m ³	\$(0.08768)	\$(0.08946)	\$(0.09107)

The Special Rate Adjustments for Consumption Deferral for Wastewater Treatment rates and charges for 2025 have been included in the Sanitary Utility Rates in Schedule 1, Part IV.

2.4 Non-routine Adjustments

Commencing April 1, 2026 and for each subsequent year on that date the fixed monthly charge for Sanitary or Stormwater utility service and/or the fixed monthly charge for Wastewater Treatment service may be adjusted in accordance with the non-routine adjustment clause, Article 5.0 herein, as applicable.

2.5 Sanitary Sewer Trunk Charge

Commencing April 1, 2026 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.

3.0 Wastewater Collection Service Quality

Wastewater Collection Service Quality is measured by the results of four indices described in Sections 3.1 - 3.4.

These are:

- Environment Index
- Customer Service Index

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- System Reliability 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. Base and bonus points are provided below for each index.

Wastewater Collection Services Performance Measures Indices and Points

	Performance Category	Base Points	Maximum Bonus Points
1	Environmental Index	35	3.5
2	Customer Service Index	20	2.0
3	System Reliability & Optimization Index	30	3.0
4	Safety Index	15	1.5
	Total	100	10.0

If the Wastewater Collection Services aggregate points do not meet the standard of 100 points, financial penalties are applied. For purposes of these calculations, point amounts will be rounded to the nearest tenth of a point and calculated on a calendar year basis. For each full point scored below 100 points, a penalty of \$67,000 will be assessed to a maximum of \$1,000,000. If a penalty amount is assessed, that amount is returned to the customers in the form of a rate rebate. There is no reward for performance above 100 points.

EWSI 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 this bylaw. The final score for each index and the individual performance measures that comprise each index will be published annually on the EPCOR Water Services external website. The audited performance measure results will also be provided to the City of Edmonton as part of the annual approval process for new rate increases.

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Chart 1.0 – Environment Index**Standard**

1.1	Stormwater Flow Monitoring	Storm Drainage Area Monitored	70.0%
1.2	Reportable Environmental Incidents	Reportable Environmental Incidents	30
1.3	Stormwater Rebate Projects	Number of Rebates	150

Chart 2.0 – Customer Service Index**Standard**

2.1	Stormwater Facility Response Time	Stormwater Facility trouble calls investigated within 4 business days	96.0%
2.2	Deficient Appurtenances Response Time	Deficient Appurtenances sewer trouble calls investigated within 24 hours	95.0%
2.3	Sewer Odour Response Time	Sewer Odour trouble calls investigated within 8 hour	95.0%
2.4	Service Connections Average Time	Service Connections - meeting 6 week target	85.0%

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

3.1	Service Maintenance Calls	Service Maintenance Calls resolved within 24 hours	90.0%
3.2	Emergency Dig Ups - Service Restored	Emergency Dig Up Services Restored within 48 hours from Time Received from Operations	98.0%
3.3	Sewer Odour Hotspots	City Wide Coverage Area of Sewer Odour Hotspots	10.0%
3.4	Full Property Flood Proofing Inspections	Number of Inspections Completed	1,000

Chart 4.0 - Safety Index**Standard**

4.1	Near Miss & Hazard Identification Reporting	Number of Reports	2,600
4.2	Worksite Inspections & Observations Reporting	Number completed	6,000
4.3	All Injury Frequency Rate	Frequency / Exposure	1.15

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3.1 Environmental Index

Description The Environmental Index is a measure of the success of programs and policies designed to mitigate and report adverse environmental impacts. The index is calculated on the basis of three equally weighted components.

Formula The maximum base value of the environmental index is 35.0 base points as calculated by the following formula:

$$\text{Environmental Index} = \frac{35.0 \times (\text{SWFM} + \text{EI} + \text{SWRP})}{3}$$

Where,

SWFM means the Stormwater Flow Monitoring result divided by the Stormwater Flow Monitoring standard

REI means the Reportable Environmental Incidents standard divided by the Reportable Environmental Incidents result

SWRP means the Stormwater Rebate Projects result divided by the Stormwater Rebate Projects standard

35.0 is the points available for this index

For each measure,

- If the standard is a minimum, the performance measure is assessed based on ratio of the result divided by the standard.
- If the standard is a maximum, the performance measure is assessed based on ratio of the standard divided by the result.
- If the ratio is equal to greater than 1.0, the standard has been achieved.
- If the ratio is less than 1.0 the standard has not been achieved.

A maximum of 3.5 bonus points is available for the Environmental Index based on the formula.

The maximum total points for the Environmental Index is 38.5.

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3.1.1 Stormwater Flow Monitoring Performance Measure

Description Stormwater Flow Monitoring 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 Stormwater Flow Monitoring result is calculated by the formula:

$$\frac{\text{Stormwater Monitored Area}}{\text{Hydrologically Effective Qualifying Area}}$$

Standard 70.0% (minimum, annual)

Definitions Stormwater Monitored Area - means the sum of effective drainage areas serviced by permanent outfall monitoring stations in hectares.

Hydrologically Effective Qualifying Area - means the sum of hydrologically-effective drainage areas in hectares serviced by outfalls as per Drainage Design Standards section 18.13.5.

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

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3.1.2 Reportable Environmental Incidents Performance Measure

Description	Reportable Environment Incidents is a measure of the number of incidents that are reportable to the municipal, provincial or federal regulator.
Formula	The Reportable Environmental Incidents result is equal to the number of environmental incidents that are reportable to the municipal, provincial or federal regulator.
Standard	30 (maximum, annual)
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

3.1.3 Stormwater Rebates Projects Performance Measure

Description	Stormwater Rebates Projects is a measure of the number of rebates issued to customers to complete on-site stormwater management activities to reduce the runoff entering the collection system during storm events.
Formula	The Stormwater Rebates Projects result is equal to the number of rebates issued to customers.
Standard	150 (minimum, annual)
Definitions	<p>The Stormwater Rebates Projects is a measure of EWSI's success to meet the objectives of the "Slow" theme from the Stormwater Integrated Resource Plan (SIRP) through customer level participation. This will take the form of a coordinated rebate program for customers to complete on-site stormwater management activities to reduce the runoff entering the collection system during storm events.</p> <p>On-site stormwater management activities include:</p> <ul style="list-style-type: none"> • the installation of low impact development (LID) assets, and • disconnection of downspouts in high priority locations confirmed by EWSI.

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Low impact development (LID) assets include:

- rain gardens,
- rain barrels and / or storage tanks,
- permeable pavements,
- soak away pits,
- absorbent landscaping, and
- soil cells.

Eligible customers include Residential, Multi-Residential, and Commercial customers. Customers will be eligible for multiple project rebates based on the number of projects installed.

Reporting Frequency

Semi-annually

3.2 Customer Service Index

Description

The Customer Service Index is a measure of the success of customer service activities that address customer concerns. The index is calculated on the basis of four equally weighted components.

Formula

The maximum base value of the Customer Service Index is 20.0 base points as calculated by the following formula:

$$\text{Customer Service Index} = \frac{20.0 \times (\text{SFRT} + \text{DART} + \text{SORT} + \text{SCAT})}{4}$$

Where,

SFRT means Stormwater Facility Response Time result divided by the Stormwater Facility Response Time standard

DART means Deficient Appurtenances Response Time result divided by the Deficient Appurtenances Response standard

SORT means Sewer Odour Response Time result divided by the Sewer Odour Response Time standard

SCAT means Service Connections Average Response Time result divided by the Service Connections Average Response Time standard

20.0 is the points available for this index

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For each measure,

- If the standard is a minimum, the measure is assessed based on ratio of the result divided by the standard.
- If the standard is a maximum, the measure is assessed based on ratio of the standard divided by the result.
- If the ratio is equal to greater than 1.0, the standard has been achieved.
- If the ratio is less than 1.0 the standard has not been achieved.

A maximum of 2.0 bonus points is available for the Customer Service Index.

The maximum total points for the Customer Service Index is 22.0.

3.2.1 Stormwater Facility Response Time Performance Measure

Description	Stormwater Facility Response Time is a measure of the time it takes in days for an EWSI crew to attend a stormwater management facility when a third party contacts the EWSI dispatch office to report a concern with a stormwater management facility.
Formula	The Stormwater Facility Response Time result is calculated by the formula: $\frac{\text{Number of Stormwater Facility calls investigated within 4 business days}}{\text{Total number of Stormwater Facility calls Investigated}}$
Standard	96.0% (minimum, annual)
Definitions	The investigation start and completion dates for each Stormwater Facility Response are determined as follows: Start date refers to the date when a call request is received by EPCOR Water Dispatch. Call requests received after 4:00 pm or on non-business days will be considered to start on the following business day. Completion date refers to the date when a crew arrives on site to investigate and confirm the concern.

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Exceptions may be considered during a storm event with an overall rating of E3 or higher and will not contribute to the measure. An E3 event is defined as:

- ponding near catchbasins;
- eavestroughs starting to overflow; and
- sewers are almost full.

Reporting Frequency Monthly

3.2.2 Deficient Appurtenances Response Time Performance Measure

Description Deficient Appurtenances Response Time is a measure of the number of hours it takes for an EWSI crew to attend a location when a third party contacts the EWSI dispatch office to report a concern with a deficient appurtenance that forms part of the sewer system.

Formula The Deficient Appurtenances Response Time result is calculated by the formula:

$$\frac{\text{Number of Deficient Appurtenance calls investigated within 24 hours}}{\text{Total number of Deficient Appurtenance calls investigated}}$$

Standard 95.0% (minimum, annual)

Definitions The investigation start and completion time for each Deficient Appurtenance Response are determined as follows:

Start time refers to the date and time when a call request is received by EPCOR Water Trouble.

Completion time refers to the date and time when a crew arrives on site to investigate and confirm the concern.

An appurtenance refers to portions of the sewer system visible from the surface such as maintenance holes and catch basins.

Exceptions may be considered during a storm event with an overall rating of E3 or higher and will not contribute to the measure. An E3 event is defined as:

- ponding near catchbasins;

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- eavestroughs starting to overflow; and
- sewers are almost full.

Reporting Frequency Monthly

3.2.3 Sewer Odour Response Time Performance Measure

Description Sewer Odour Response Time is a measure of the time it takes in hours for an EWSI crew to attend a location when a third party has reported a concern with an odour they attribute to the sewer system through the EWSI dispatch office.

Formula The Sewer Odour Response Time result is calculated by the formula:

$$\frac{\text{Number of Sewer Odour trouble calls investigated within 8 hours}}{\text{Total number of Sewer Odour trouble calls Investigated}}$$

Standard 95.0% (minimum, annual)

Definitions The start and completion times for each Sewer Odour Response are determined as follows:

Start time refers to the date and time when a call request is received by EPCOR Water Dispatch. Calls requests received after 4:00 pm or on non-business days will be considered to start at 8:00 am on the following business day.

Completion time refers to the date and time when a crew arrives on site to investigate and confirm the concern.

Exceptions may be considered during a storm event with an overall rating of E3 or higher and will not contribute to the measure. An E3 event is defined as:

- ponding near catchbasins;
- eavestroughs starting to overflow; and
- sewers are almost full.

Reporting Frequency Monthly

Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

3.2.4 Service Connections Average Time Performance Measure

Description Service Connections Average Time is a measure of the success of completing the installation of new sanitary, storm, and / or water service connection (≤ 50 mm) projects within a predetermined time frame.

Formula The Service Connections Average Time result is calculated by the formula:

$$\frac{\text{Number of Service Connections completed within 6 weeks}}{\text{Total number of Service Connections completed}}$$

Standard 85.0% (minimum, annual)

Definitions The start and completion dates for each Service Connection are determined as follows:

Start date refers to the construction ready date.

Completion date refers to the construction completion date.

Reporting Frequency Monthly

3.3 System Reliability & Optimization Index Performance Measure

Description The System Reliability & Optimization index is a measure of the performance of Wastewater Collection Services process and programs. It is calculated on the basis of four equally weighted components.

Formula The maximum base value of the System Reliability & Optimization Index is 30.0 base points as calculated by the following formula:

$$\text{System Reliability \& Optimization Index} = \frac{30.0 \times (\text{SMC} + \text{EDUSR} + \text{SOH} + \text{FPFPI})}{4}$$

Where,

SMC means the Service Maintenance Calls result divided by the standard,

EDUSR means the Emergency Dig Ups Service Restored result divided by the standard,

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- SOH means the Sewer Odour Hotspots standard divided by the result,
- FPFPI means the Full Property Flood Proofing Inspections result divided by the standard, and.
- 30.0 is the points available for this index.

A maximum of 3.0 bonus points is available for the System Reliability & Optimization Index based on the formula.

The maximum total points for the System Reliability & Optimization Index is 33.0.

3.3.1 Service Maintenance Calls Performance Measure

Description Service Maintenance Calls is a measure of the percentage of service maintenance sewer trouble calls resolved within 24 hours.

Formula The Service Maintenance Calls result is calculated as the percentage of service maintenance sewer trouble calls resolved within 24 hours, where time to resolve a call is measured by the duration of time in hours between the service maintenance start time and the service maintenance completion time.

Standard 90.0% (minimum, annual)

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

Service maintenance start time refers to the date and time when a Dispatch call request is received and recorded in the work order system.

Service maintenance completion time refers to the date and time when a crew deactivates a work order after resolving the sewer trouble.

Exceptions may be considered during a storm event with an overall rating of E3 or higher and will not contribute to the measure. An E3 event is defined as:

- ponding near catchbasins;
- eavestroughs starting to overflow; and
- sewers are almost full.

Reporting Frequency Monthly

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3.3.2 Emergency Dig Ups - Service Restored Performance Measure

Description	Emergency Dig Ups - Service Restored is a measure of the percentage of emergency dig ups restored within 48 hours from the time the call is referred from Wastewater Collection Services to Construction as an emergency dig-up.
Formula	The Emergency Dig Ups - Service Restore result is calculated as the percentage of emergency dig ups restored within 48 hours, where the restoration time is determined by the duration between the restoration start time and restoration end time.
Standard	98.0% (minimum, annual)
Definitions	Restoration start time refers to the date and time when Wastewater Collection Services informs Construction of an emergency dig-up. Restoration end time refers to 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

3.3.3 Sewer Odour Hotspots Performance Measure

Description	Sewer Odour Hotspots is a measure of the percentage of sewer odour hotspots relative to city wide coverage area.
Formula	The Sewer Odour Hotspots result is calculated as a five-year rolling average by the formula: $\frac{\text{Area of Sewer Odour Hotspots}}{\text{Total Municipality Area}}$
Standard	10.0% (maximum, annual)
Definitions	The area of sewer odour hotspots refers to the region where the odour report spatial density exceeds a defined threshold of 10 reports per square kilometer. Total municipality area refers to the municipal franchise area and will be fixed at the starting period of the performance metric.

Reporting

Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

Frequency Annually

3.3.4 Full Property Flood Proofing Inspections Performance Measure

Description Full Property Flood Proofing Inspections is a measure of programs that result in the development of property flood proofing reports that include recommended improvements.

Formula The Full Property Flood Proofing Inspection result is equal to the number of Full Single Family Residential Property Inspection Reports plus the number of Multi-Residential and Commercial Property Inspection Reports provided to property owners that include recommended improvements.

Standard 1,000 (minimum, annual)

Definitions Full Single Family Residential Property Inspection - Flood proofing inspection that includes both interior and exterior inspection components. Backwater Valve installation confirmation only appointments are excluded.

Multi-Residential and Commercial Property Inspection – Flood proofing inspection that includes only exterior inspection components. Backwater Valve installation confirmation only appointments are excluded.

Reporting Frequency Monthly

3.4 Safety Index

Description The Safety Index is a measure of the success of programs and the application of policies that maximize the safety of employees and the public. The index is calculated on the basis of three equally weighted components.

Formula The maximum base value of the Safety Index is 15.0 base points and is calculated by the following formula:

$$\text{Safety Index} = \frac{15.0 \times (\text{NMHI} + \text{WIO} + \text{AIF})}{3}$$

Where,

NMHI means the Near Miss & Hazard Identification result divided by the standard,

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WIO means the Worksite Inspection & Observation result divided by the standard,

AIF means the All Injury Frequency Rate standard divided by the result, and

15.0 is the points available for this index

For each measure,

- If the standard is a minimum, the measure is assessed based on ratio of the result divided by the standard.
- If the standard is a maximum, the measure is assessed based on ratio of the standard divided by the result.
- If the ratio is equal to greater than 1.0, the standard has been achieved.
- If the ratio is less than 1.0 the standard has not been achieved.

A maximum of 1.5 bonus points is available for the Safety Index based on the formula.

The maximum total points for the Safety Index is 16.5.

3.4.1 Near Miss & Hazard Identification Reporting Performance Measure

Description Near Miss & Hazard Identification Reporting is a measure of the number of Near Miss reports and the number of Hazard Identification reports completed each year by the entire EPCOR Water Services organization.

Formula The Near Miss & Hazard Identification Reporting result is equal to the number of Near Miss reports plus the number of Hazard Identification reports completed each year.

Standard 2,600 (minimum, annual)

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 EWSI property.

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Reporting Frequency Monthly

3.4.2 Worksite Inspections & Observations Reporting Performance Measure

Description Worksite Inspections & Observations Reporting is a measure of the number of Work Site Inspections and the number of Work Site Observations completed each year by the entire EPCOR Water Services organization.

Formula The Worksite Inspections & Observations result is equal to the number of Work Site Inspections plus the number of Work Site Observations completed each year.

Standard 6,000 (minimum, annual)

Definitions Work site inspections and work site observations are conducted with the intent to support the prevention of occupational injury, illness or incident by observing and correcting unsafe acts, conditions and behaviors in the workplace.

Work Site Inspections monitor premises, equipment and physical hazards in the workplace.

Work Site Observations focus on what people do in the workplace with respect to both safe and at risk behaviours.

Reporting Frequency Monthly

3.4.3 All Injury Frequency Rate Performance Measure

Description All Injury Frequency Rate is a measure of the effectiveness of safety programs as they relate to disability injuries and medical aid injuries throughout the entire EPCOR Water Services organization

Formula All Injury Frequency Rate result is calculated using the following formula defined in the Canadian Electrical Association Work Injury / Illness Standards:

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

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

Standard 1.15 (maximum, annual)

Definitions Fatality - A workplace injury that results in the death of a worker.

Medical Treatment Injury - A non-fatal injury that requires assessment and care by a physician.

Lost Time Injury - A non-fatal injury that results in an employee being unable to perform regular job duties for one or more work shifts following the injury.

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

Reporting Frequency Monthly

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4.0 Wastewater Treatment Service Quality

Wastewater Treatment Service Quality is measured by the results of four indices described in Sections 4.1- 4.4.

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. Base and bonus points are described below within each index.

Wastewater Treatment Services Performance Measures Indices and Points

	Performance Category	Base Points	Maximum Bonus Points
1	Wastewater Quality & Environmental Incidents Index	45	4.5
2	Customer Services Index	15	1.5
3	System Reliability and Optimization Index	25	2.5
4	Safety Index	15	1.5
	Total	100	10.0

If the Wastewater Treatment Services aggregate points calculated from performance do not meet the standard of 100 points, financial penalties are applied. For purposes of these calculations, point amounts will be rounded to the nearest tenth of a point and calculated on a calendar year basis. For each full point scored below 100 points, a penalty of \$27,000 will be assessed to a maximum of \$400,000. If a penalty amount is assessed, that amount is returned to the customers in the form of a rate rebate. There is no reward for performance above 100 points.

EWSI 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 this bylaw. The final score for each index and the individual performance measures that comprise each index will be published annually on the EPCOR Water Services external website. The audited performance measure results will also be provided to the City of Edmonton as part of the annual approval process for new rate increases.

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Chart 1.0 – Wastewater Quality & Environmental Incidents Index
Standard

1.1	Wastewater Effluent Limit Performance	Percentage relative to limits	26.0%
1.2	Environmental Incident	Number of incidents	5

Chart 2.0 – Customer Service Index
Standard

2.1	H ₂ S – 1 Hour Exceedances	Number of exceedances	8.0
2.2	H ₂ S – 24 Hour Exceedances	Number of exceedances	2.0
2.3	Scrubber Uptime	Percentage uptime	96.0%

Chart 3.0 - System Reliability & Optimization Index
Standard

3.1	Enhanced Primary Treatment	Percentage in use	97.0%
3.2	Biosolids Management	Total dry tonnes of biosolids removed for beneficial use relative to the total dry tonnes of biosolids transferred	1.0
3.3	Energy Efficiency	kWh/ML of effluent	508

Chart 4.0 - Safety Index
Standard

4.1	Near Miss & Hazard Identification Reporting	Number of reports	2,600
4.2	Worksite Inspections & Observations Reporting	Number completed	6,000
4.3	All Injury Frequency Rate	Frequency / Exposure	1.15

Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

4.1 Wastewater Quality & Environmental Incidents Index

Description The Wastewater Quality & Environmental Incidents Index is a measure of the success of operational processes and procedures designed to manage the quality of effluent returned back the North Saskatchewan River and to manage adverse environmental impacts. The index is calculated on the basis of two equally weighted components.

Formula The maximum base value of the Wastewater Quality & Environmental Incidents Index is 45.0 base points as calculated by the following formula:

$$\text{Wastewater Quality \& Environmental Incidents Index} = \frac{45.0 \times (\text{WELP} + \text{EI})}{2}$$

Where,

WELP means the Wastewater Effluent Limit Performance standard divided by the result,

EI means the Environmental Incidents standard divided by the result, and

45.0 is the points available for this index.

For each measure,

- If the standard is a minimum, the measure is assessed based on ratio of the result divided by the standard.
- If the standard is a maximum, the measure is assessed based on ratio of the standard divided by the result.
- If the ratio is equal to greater than 1.0, the standard has been achieved.
- If the ratio is less than 1.0 the standard has not been achieved.

A maximum of 4.5 bonus points is available for the Wastewater Quality & Environmental Incidents Index.

The maximum total points for the Wastewater Quality & Environmental Incidents Index is 49.5.

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4.1.1 Wastewater Effluent Limit Performance Measure

Description	Wastewater Effluent Limit Performance is a measure of the performance of the Wastewater Treatment processes at the Gold Bar Wastewater Treatment Plant.
Formula	The Wastewater Effluent Limit Performance result is equal to the average percentage of the discharge limit for five parameters in the Gold Bar wastewater treatment plant's final effluent.
Standard	26.0% (maximum, annual)
Definitions	<p>Wastewater Effluent Limit Performance includes the following discharge parameters: Total Suspended Solids (TSS), Biological Oxygen Demand (BOD), Total Phosphorous (TP), Ammonia (NH₃) and E. coli.</p> <p>Exceptions may be considered during the following process shutdown events:</p> <ul style="list-style-type: none"> • Capital work on secondary treatment trains or the UV disinfection system, • Completion of corrective actions to address process upsets, or • Accommodation of regulatory agency requests.
Reporting Frequency	Monthly

4.1.2 Environmental Incidents Performance Measure

Description	Environmental Incidents is a measure of the number of incidents that are reportable to the municipal, provincial or federal regulator and that are considered preventable.
Formula	The Environmental Incidents result is equal to the number of environmental incidents that are both reportable and preventable.
Standard	5 (maximum, annual)
Definitions	Reportable Incident - an environmental incident that one that involves contravention of a municipal, provincial or federal regulation or bylaw, or

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a spill or release to the environment that is reportable as defined in provincial or federal release reporting criteria.

Preventable Incident - one that meets the following criteria:

- An investigation of the incident demonstrates a failure to follow regulatory requirements or a documented EWSI procedure, or
- An incident that is a recurrence of a similar reportable incident due to failure to implement corrective action that had been previously identified, or
- There is an administrative contravention including failure to notify or report to the regulator in a timely manner. Or to sample and test as required under the Approval to Operate issued by Alberta Environment and Protected Areas

A reportable and preventable incident is one that is both reportable and preventable according to the above criteria. It is a government reportable incident that could have been prevented if reasonable diligence was exercised by EWSI.

If it can be demonstrated that EWSI took all reasonable measures to prevent the incident from occurring, the incident will not be considered preventable. Mitigating circumstances and external factors (i.e. unpredictable equipment failure, unusual weather conditions, the actions of external parties that are not controllable by EWSI) will be considered in determining if the incident was preventable.

Reporting Frequency Monthly

4.2 Customer Service Index

Description The Customer Service Index is the measure of the success of customer service activities that address customer concerns. The index is calculated on the basis of three equally weighted components.

Formula The maximum base value of the Customer Service Index is 15.0 base points as calculated by the following formula:

$$\text{Customer Service Index} = \frac{15.0 \times (\text{HS1} + \text{HS24} + \text{SU})}{3}$$

Where,

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HS1 means H2S 1-hour exceedance standard divided by the result,
 HS24 means H2S 24-hour exceedance standard divided by the result,
 SU means scrubber uptime result divided by the standard, and
 15.0 is the points available for this index.

For each measure,

- If the standard is a minimum, the measure is assessed based on ratio of the result divided by the standard.
- If the standard is a maximum, the measure is assessed based on ratio of the standard divided by the result.
- If the ratio is equal to greater than 1.0, the standard has been achieved.
- If the ratio is less than 1.0 the standard has not been achieved.

A maximum of 1.5 bonus points is available for the Customer Service Index.

The maximum total points for the Customer Services Index is 16.5.

4.2.1 H₂S – 1-Hour Exceedance Performance Measure

Description	H ₂ S – 1-Hour Exceedance is a measure of the performance of short term odour control systems at the Gold Bar Wastewater Treatment Plant.
Formula	The H ₂ S – 1-Hour Exceedance result is equal to the number of H ₂ S 1-hour exceedances recorded at the Strathcona Industrial Association Air Quality Monitoring Stations located at Gold Bar or at Beverly and that are attributable to Gold Bar Wastewater Treatment plant operations or activities.
Standard	8 (maximum, annual)
Definitions	n/a
Reporting Frequency	Monthly

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4.2.2 H₂S - 24 Hour Exceedance Performance Measure

Description	The H ₂ S - 24-Hour Exceedance measure is a measure of the performance of longer term odour control systems at the Gold Bar Wastewater Treatment Plant.
Formula	The H ₂ S - 24-Hour Exceedance result is equal to the number of H ₂ S 24-hour exceedances recorded at the Strathcona Industrial Association Air Quality Monitoring Stations located at Gold Bar or at Beverly and that are attributable to Gold Bar Wastewater Treatment plant operations or activities.
Standard	2 (maximum, annual)
Definitions	n/a
Reporting Frequency	Monthly

4.2.3 Scrubber Uptime Performance Measure

Description	Scrubber Uptime is a measure of the performance of the odour control systems at the Gold Bar Wastewater Treatment Plant.
Formula	<p>The Scrubber Uptime result is calculated as the percentage of time that odour control systems were operating relative to the time that the Gold Bar Wastewater Treatment Plant was operating using the following formula:</p> $\frac{\text{(Sum of Hourly Scrubber Operating Time for every hour in a year)}}{\text{Total Hours in a Year}}$ <p>Where, the Hourly Scrubber Operating Time is measured for each hour in the year and is calculated by taking the sum of the operating hours for the specified hour for Scrubber 1, Scrubber 4 and a maximum of 2 other scrubbers. The maximum value for Hourly Scrubber Operating Time for any given hour is 4.</p>
Standard	96.0% (minimum, annual)
Definitions	<p>A scrubber system is considered operating when all of the following scrubber component systems are operating:</p> <ul style="list-style-type: none"> • a blower is introducing foul air to the scrubber, • the chemical feed system is operating, and • the scrubber recirculation system is operating.

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Scrubber 1 was historically referred to as the East scrubber and is required to operate whenever the east portion of the plant is operating.

Scrubber 2 was historically referred to as the West scrubber and is one of four scrubbers that will be available for West plant operations.

Scrubber 3 was historically referred to as the EPT scrubber and is one of four scrubbers that will be available for West plant operations.

Scrubber 4 was historically referred to as the Fermenters scrubber and is required to operate whenever the fermenters are operating.

Scrubber 5 is a new scrubber and one of four that will be available for West plant operations.

Scrubber 6 is a new scrubber and one of four that will be available for West plant operations.

Reporting Frequency Monthly

4.3 System Reliability & Optimization Index Performance Measure

Description The System Reliability & Optimization Index is a measure of the performance of operating factors at the Gold Bar Wastewater Treatment Plant. The index is calculated on the basis of three equally weighted components.

Formula The maximum base value of the System Reliability & Optimization Index is 25.0 base points as calculated by the following formula:

$$\text{System Reliability \& Optimization Index} = \frac{25.0 \times (\text{EPT} + \text{BSM} + \text{EE})}{3}$$

Where,

EPT means the Enhanced Primary Treatment result divided by the standard,

BSM Biosolids Management result divided by the standard,

EE means the Energy Efficiency result divided by the standard

25.0 is the points available for this index.

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For each measure,

- If the standard is a minimum, the measure is assessed based on ratio of the result divided by the standard.
- If the standard is a maximum, the measure is assessed based on ratio of the standard divided by the result.
- If the ratio is equal to greater than 1.0, the standard has been achieved.
- If the ratio is less than 1.0 the standard has not been achieved.

A maximum of 2.5 bonus points is available for the System Reliability & Optimization Index based on the formula.

The maximum total points for the System Reliability & Optimization Index is 27.5.

4.3.1 Enhanced Primary Treatment Performance Measure

Description Enhanced Primary Treatment is a measure of the performance of the Enhanced Primary Treatment process at the Gold Bar Wastewater Treatment Plant.

Formula The Enhanced Primary Treatment result is equal to the percentage of time that the enhanced primary treatment facility operated when the influent flow rate exceeded the EPT event threshold.

Standard 97.0% (minimum, annual)

Definitions EPT Event - A continuous period of time (one or more hours) when total influent flows exceed the EPT Event Threshold.

EPT Event Threshold - Influent Flow Rate exceeds 420 ML/d

Exceptions may be considered during the following process shutdown events:

- Capital work on alum or polymer systems, clarifiers, or the sludge/scum collection system,
- Completion of corrective actions to address process upsets, or
- Accommodation of regulatory agency requests.

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Reporting Frequency Monthly

4.3.2 **Biosolids Management Performance Measure**

Description Biosolids Management is a measure of EWSI's beneficial utilization of biosolids from the wastewater treatment process.

Formula The Biosolids Management result is calculated based on the total dry tonnes of biosolids removed from the Clover Bar Biosolids Resource Recovery Facility for beneficial use relative to the total dry tonnes of biosolids transferred to the facility.

Standard 1.0 (minimum, annual)

Definitions Biosolids removed means the dry tonnes of biosolids transferred from the biosolids storage basins at the Clover Bar Biosolids Resource Recovery Facility to beneficial use programs such as compost or land application.

Biosolids generated means the dry tonnes of biosolids transferred to the biosolids storage basins at the Clover Bar Biosolids Resource Recovery Facility.

Reporting Frequency Monthly

4.3.3 **Energy Efficiency Performance Measure**

Description Energy Efficiency is a measure of the energy consumed in the treatment of wastewater at the Gold Bar Wastewater Treatment Plant.

Formula The Energy Efficiency result is calculated as the energy used in all wastewater treatment facilities divided by the total volume of wastewater effluent that either receives ultraviolet treatment or is membrane plant effluent.

Standard 508 (maximum, annual)

Definitions n/a

Reporting Frequency Monthly

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4.4 Safety Index**Description**

The Safety Index is a measure of the success of programs and the application of policies that maximize the safety of employees and the public. The index is calculated on the basis of three equally weighted components.

Formula

The maximum base value of the Safety Index is 15.0 base points and is calculated by the following formula:

$$\text{Safety Index} = \frac{15.0 \times (\text{NMHI} + \text{WIO} + \text{AIF})}{3}$$

Where,

NMHI means the Near Miss & Hazard Identification result divided by the standard,

WIO means the Worksite Inspection & Observation result divided by the standard,

AIF means the All Injury Frequency Rate standard divided by the result, and

15.0 is the points available for this index

For each measure,

- If the standard is a minimum, the measure is assessed based on ratio of the result divided by the standard.
- If the standard is a maximum, the measure is assessed based on ratio of the standard divided by the result.
- If the ratio is equal to greater than 1.0, the standard has been achieved.
- If the ratio is less than 1.0 the standard has not been achieved.

A maximum of 1.5 bonus points is available for the Safety Index based on the formula.

The maximum total points for the Safety Index is 16.5.

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4.4.1 Near Miss & Hazard Identification Reporting Performance Measure

Description	Near Miss & Hazard Identification Reporting is a measure of the number of Near Miss reports and the number of Hazard Identification reports completed each year by the entire EPCOR Water Services organization.
Formula	The Near Miss & Hazard Identification Reporting result is equal to the number of Near Miss reports plus the number of Hazard Identification reports completed each year.
Standard	2,600 (minimum, annual)
Definitions	<p>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.</p> <p>Hazard Identification - An observed potential hazard that did not result in a near miss or incident on EWSI property.</p>
Reporting Frequency	Monthly

4.4.2 Worksite Inspections & Observations Reporting Performance Measure

Description	Worksite Inspections & Observations Reporting is a measure of the number of Work Site Inspections and the number of Work Site Observations completed each year by the entire EPCOR Water Services organization.
Formula	The Worksite Inspections & Observations result is equal to the number of Work Site Inspections plus the number of Work Site Observations completed each year.
Standard	6,000 (minimum, annual)
Definitions	<p>Work site inspections and work site observations are conducted with the intent to support the prevention of occupational injury, illness or incident by observing and correcting unsafe acts, conditions and behaviors in the workplace.</p> <p>Work Site Inspections monitor premises, equipment and physical hazards in the workplace.</p>

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	Work Site Observations focus on what people do in the workplace with respect to both safe and at risk behaviours.
Reporting Frequency	Monthly

4.4.3 All Injury Frequency Rate Performance Measure

Description All Injury Frequency Rate is a measure of the effectiveness of safety programs as they relate to disability injuries and medical aid injuries throughout the entire EPCOR Water Services organization

Formula All Injury Frequency Rate result is calculated using the following formula defined in the Canadian Electrical Association Work Injury / Illness Standards:

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

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

Standard 1.15 (maximum, annual)

Definitions Fatality - A workplace injury that results in the death of a worker.

Medical Treatment Injury - A non-fatal injury that requires assessment and care by a physician.

Lost Time Injury - A non-fatal injury that results in an employee being unable to perform regular job duties for one or more work shifts following the injury.

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

Reporting Frequency	Monthly
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5.0 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 Utility Services, Sanitary Utility Services and Wastewater Treatment Services and can include either a positive or a negative adjustment.

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Costs resulting in an annual adjustment to EWSI's total revenue requirement for the Sanitary, Stormwater and Wastewater Treatment 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, Stormwater and Wastewater Treatment 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, Stormwater and Wastewater Treatment Utilities equal to or greater than \$3 million are eligible for 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 April 1, 2026 or April 1, 2027 (the Rate Adjustment Year) EWSI will on or before December 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 January 31 confirming that the non-routine adjustments will be included in the Sanitary and Stormwater rates to take effect on the April 1st next following.

All amounts approved as non-routine adjustments are approved and funded on an interim basis and shall be charged to EWSI's Adjustment Deferral Account (Wastewater Collection Services or Wastewater Treatment Services) as applicable. EWSI shall, within a reasonable time frame following completion of the project funded by the non-routine adjustment, prepare a final true up of the non-routine adjustment funding based on actual costs. EWSI will determine a reasonable time frame over which to recover/credit the balance of the account. Carrying costs will be calculated on the Adjustment Deferral Account balance.

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

5.1 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.

5.2 Consequences of Force Majeure

Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

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.

5.3 Deterioration of Wastewater Collection or Wastewater Treatment Systems

If there is significant deterioration to the Wastewater Collection System or Wastewater Treatment facilities, beyond reasonable projections, remediation costs will be considered as non-routine. Without limiting the foregoing, these circumstances may include unanticipated asset failure or deterioration requiring immediate repair or remediation.

5.4 Customer-Initiated or City-Initiated System Expansion

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

5.5 City-Initiated Relocations of Wastewater Collection 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.

5.6 Franchise Agreement

If there is an amendment to the Drainage Services Franchise Agreement or the Wastewater Treatment Franchise Agreement affecting Stormwater or sanitary rates or wastewater treatment rates, the resultant impacts on the Stormwater, sanitary and or wastewater treatment rates will be deemed to be non-routine adjustments.

5.7 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.

Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

5.8 Flood Mitigation

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

5.9 Grant Funding

Cost reductions to the approved revenue requirement resulting from the receipt or recognition of approved grants will be considered as a negative non-routine adjustment.

6.0 Off-Ramp

This performance-based regulation for Wastewater Services 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.

7.0 Reporting and Filing Requirements

On March 1st of the year following the reporting year (January 1 – December 31), EWSI will file with its regulator, the City, an *Annual Wastewater Services Rate Filing*. The filing will contain five 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
- Wastewater Collection Service Quality Results - A report on EWSI's performance related to service quality metrics.
- Wastewater Treatment Service Quality Results - the results of each of the components of the wastewater treatment service quality indices.
- Consumption Deferral Account Report

If rates are adjusted pursuant to Article 5.0, the non-routine adjustment clause, an accountant will review the *Annual Wastewater Services Rate Filing*, conduct an audit and prepare an audit report in accordance with Canadian generally accepted auditing standards. The audit report will address whether the Stormwater, sanitary and the wastewater treatment rates are calculated and presented in accordance with the requirements of this bylaw. The audit reports will be prepared by EPCOR Utilities Inc.'s Internal Audit department.

Performance-Based Sanitary, Stormwater and Wastewater Treatment Rates

The filing will be submitted to the City Manager. The City Manager will review the filing and, if appropriate, accept it on or before April 1st 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.

7.1 Rate Sheets

The Annual Wastewater Services Rate Filing will set out the forecast rates, services fees and charges for Stormwater, Sanitary Collection and Wastewater Treatment for each calendar year. The rates will be calculated in accordance with this bylaw.

7.2 Wastewater Collection and Wastewater Treatment Service Quality Results

The *Annual Wastewater Services Rate Filing* will contain the results of the Wastewater Collection Services and Wastewater Treatment Services service quality measures, and the resulting financial penalty, if any, as set out in this Bylaw.

Schedule 4

**Pro-Forma Annual
Wastewater Services Rate Filing**

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Sanitary Utility Rates

Applicable To all Residential Service, Multi-Residential Service and Commercial Service customers within the city of Edmonton.

Rates Fixed Monthly Charge

Meter Size	Monthly 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

Variable Charge

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

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

Effective Dates These rates effective [*select applicable date: April 1, 2025 to March 31, 2026; or April 1, 2026 to March 31, 2027; or April 1, 2027 to December 31, 2027*] are subject to change in future years under the terms of this bylaw.

Stormwater Utility Rate

Applicable To all persons, firms or bodies corporate that receive or seek to receive Water Services or Wastewater Collection Services or other services related to or incidental to Water Services or Wastewater Collection Services from EWSI pursuant to Bylaw 19626 or this bylaw, as amended, 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 such person, as well as a registered owner or tenant of property to which Water Services or Wastewater Collection Services are being delivered.

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

stormwater utility charge = **A x I x R x rate**, where

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:

Runoff Coefficient	Zoning Designation
0.2	A, AG, NA, RR, RVSA
0.3	PS, PSN
0.4	FD
0.5	AJ, RS/RSF(≥450m ²)
0.55	DC(<700m ²), PU, RM/RSM(≥450m ²), RS/RSF(<450m ²), UF
0.6	DC(≥700m ²), RL, RM/RSM(<450m ²), UI
0.65	CN, MUN
0.75	BE, CB, CG, IH, IM, MU

Rate

The Stormwater Utility Rate is:

Rate	\$λ.λλλλλλλλ
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Effective Dates

This rate effective [*select applicable date: April 1, 2025 to March 31, 2026; or April 1, 2026 to March 31, 2027; or April 1, 2027 to December 31, 2027*] is subject to change in future years under the terms of this bylaw.

Service Fees and Charges

1. Application Fees

Application Type	Service Fee
Application to release matter	\$ <input type="checkbox"/>
Application to approve a compliance program	\$ <input type="checkbox"/>
Records search	\$ <input type="checkbox"/>
Application for stormwater intensity adjustment	\$ <input type="checkbox"/>
Application for sanitary utility credit	\$ <input type="checkbox"/>

2. Account Application Charges

To all Customers who apply for a new account or change accounts for Wastewater Collection Services within the city of Edmonton boundaries. If a Customer is applying for a new Water Services account at the same time, this fee will only be charged once.

Account Application Fee	\$ <input type="checkbox"/>
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3. Hauled Wastewater

The account application fee for Hauled Wastewater is:

Hauled Wastewater Account Application Fee	\$ <input type="checkbox"/>
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The fee for hauled wastewater is calculated based on vehicle size:

Hauled Wastewater Fee	\$ <input type="checkbox"/> 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.

4. Notice to Comply Subsequent Inspection Fee

To all customers in breach of Schedule 2 Terms and Conditions of Wastewater Collection and Wastewater Treatment Services that have been issued a notice to comply by EWSI for the contravention.

Subsequent Inspection Fee	\$ <input type="checkbox"/>
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5. Investigation Fee

To all Customers who request EWSI to investigate sewer trouble where the result of the investigation indicates that the sewer trouble is caused by a private plumbing issue.

Initial Investigation Fee	\$ □
Subsequent Investigation Fee	\$ □ for second and subsequent appointments

6. Removal of Obstruction Fee

To all Customers who request EWSI remove an obstruction caused by a private plumbing issue or on the private side of the Wastewater Collection Service. For clarity, EWSI is required to investigate prior to removing the obstruction and both fees will be applied.

Obstruction Removal Fee – Removal only	\$ □
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7. No-Access Fee

To all Customers who request EWSI to investigate sewer trouble but fail to provide access to the sanitary cleanout as required by EWSI's Wastewater Collection Services Guidelines.

No-Access Fee	\$ □ *
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*This fee is subject to waiver or reimbursement if the Customer provides access to the sanitary cleanout as required by EWSI's Wastewater Collection Services Guidelines within 30 days of the initial investigation request.

8. Missed Appointment Fees

To all customers who do not keep a scheduled appointment with an EWSI representative

Missed Flood Assessment Appointment Fee	\$ □
Missed Obstruction Removal Appointment Fee	\$ □

9. EWSI Missed Appointment Credit

For instances in which EWSI does not keep a scheduled appointment for a Customer without giving reasonable notice.

Missed Appointment Credit	\$ □
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10. Customer Locate Fee

To all Customers who fail to notify EWSI they have taken possession of a site and EWSI is required to conduct searches to identify the Customer.

Customer Locate Fee	\$ □
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11. Tampering or Unauthorized Use Charge

To all Customers for whom EWSI must investigate, repair, or replace damaged sanitary, storm or combined sewer infrastructure as a result of unauthorized use or tampering.

Tampering Fee	Cost to repair plus \$ <input type="checkbox"/>
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Effective Dates These rates effective [*select applicable date: April 1, 2025 to March 31, 2026; or April 1, 2026 to March 31, 2027; or April 1, 2027 to December 31, 2027*] are subject to change in future years under the terms of this bylaw.

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.

Rate: The sanitary sewer trunk charge shall be levied:

- When a development permit is issued for development, redevelopment, or renovation on the premises; or
- 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, “dwelling” and “secondary suite”, as well as reference to “use classes”, have the same meaning as defined by the City of Edmonton Zoning Bylaw, Bylaw 20001, as amended.

Sanitary sewer trunk charges are set out below:

For development, redevelopment, or renovation of premises for residential use classes:

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

*Sanitary sewer trunk charges for 2025-2027 shall be adjusted in accordance with an adjustment notice provided by the city of Edmonton, as applicable.

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

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

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 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.

Effective Dates

These rates effective [*select applicable date: April 1, 2025 to March 31, 2026; or April 1, 2026 to March 31, 2027; or April 1, 2027 to December 31, 2027*] are subject to change in future years under the terms of this bylaw.

Wastewater Treatment Rates

Applicable To all Residential Service, Multi-Residential Service and Commercial Service Customers within the city of Edmonton who are serviced by or connected to the sanitary system.

Rates Wastewater Treatment rates are calculated and levied on each Premises on a monthly basis and are comprised of both a Fixed Monthly Charge and a Variable Charge.

Fixed Monthly Charge \$ λ per month

Variable Charge

Metered Flow	Variable Rates
Residential Service All consumption	\$ λ per m ³
Multi-Residential Service All consumption	\$ λ per m ³
Commercial Service 0 m ³ – 10,000.0 m ³	\$ λ per m ³
10,000.1 m ³ – 100,000.0 m ³	\$ λ per m ³
Over 100,000.0 m ³	\$ λ per m ³

Effective Dates These rates effective [*select applicable date: April 1, 2025 to March 31, 2026; or April 1, 2026 to March 31, 2027; or April 1, 2027 to December 31, 2027*] are subject to change in future years under the terms of this bylaw.

Wastewater Overstrength Surcharges

Applicable Applies to all Commercial Service customers within the City of Edmonton that release wastewater to the sewer system that contains one or more constituents that exceed the concentration indicated in this Schedule.

Rates:

Wastewater Overstrength Surcharge

The Overstrength surcharge, applied to each m³ of water consumed, for each kilogram of surchargeable matter per m³ of wastewater that exceeds the concentration indicated for that matter shall be:

	Concentrations Above:
a) \$ λ for Biochemical Oxygen Demand (BOD)	300 mg/L
b) \$ λ for Chemical Oxygen Demand (COD)	600 mg/L*
c) \$ λ for oil and grease	100 mg/L
d) \$ λ for phosphorous	10 mg/L
e) \$ λ for suspended solids, and	300 mg/L
f) \$ λ for total kjeldahl nitrogen (TKN)	50 mg/L

* Or twice the BOD concentration in the wastewater, whichever is greater.

Wastewater Additional Overstrength Surcharge

The Additional Overstrength Surcharge, applied to each m³ of water consumed, for each kilogram of surchargeable matter per m³ of wastewater that exceeds the concentration indicated for that matter shall be:

	Concentrations Above:
a) \$ λ for Biochemical Oxygen Demand (BOD)	3,000 mg/L
b) \$ λ for Chemical Oxygen Demand (COD)	6,000 mg/L*
c) \$ λ for oil and grease	400 mg/L
d) \$ λ for phosphorous	75 mg/L
e) \$ λ for suspended solids, and	3,000 mg/L
f) \$ λ for total kjeldahl nitrogen (TKN)	200 mg/L

* Or twice the BOD concentration in the wastewater, whichever is greater.

Effective Dates These rates effective *[select applicable date: April 1, 2025 to March 31, 2026; or April 1, 2026 to March 31, 2027; or April 1, 2027 to December 31, 2027]* are subject to change in future years under the terms of this bylaw.

2022 Wastewater Collection Services Performance Measures

Description	Performance Standard	Actual Performance	Points Earned
Environmental Index			
Stormwater Flow Monitoring	70.0%	λ	λ
Reportable Environmental Incidents	30	λ	λ
Stormwater Rebate Projects	150	λ	λ
Total Environmental Index			λ
Customer Service Index			
Stormwater Facility Response Time	96.0%	λ	λ
Deficient Appurtenances Response Time	95.0%	λ	λ
Sewer Odour Response Time	95.0%	λ	λ
Service Connections – Average Time	85.0%	λ	λ
Total Customer Service Index			λ
System Reliability & Optimization Index			
Service Maintenance Calls	90.0%	λ	λ
Emergency Dig-Ups – Service Restored	98.0%	λ	λ
Sewer Odour Hotspots	10.0%	λ	λ
Full Property Flood Proofing Inspections	1,000	λ	λ
Total System Reliability & Optimization Index			λ
Safety Index			
Near Miss & Hazard Identification Reporting	2,600	λ	λ
Worksite Inspections & Observations Reporting	6,000	λ	λ
All Injury Frequency Rate	1.15	λ	λ
Total Safety Index			λ

Aggregate Points Earned (sum of all the above indices)			λ
Description	Performance Standard	Actual Performance	Points Earned
Points Required at Performance Standard			100.0
Points Above / (Below) Performance Standard			λ
Wastewater Services Collection Performance Measures Penalty, If Any			λ

20 $\lambda\lambda$ Wastewater Treatment Services Performance Measures

Description	Performance Standard	Actual Performance	Points Earned
Wastewater Quality & Environmental Incidents Index			
Wastewater Effluent Limit Performance	26.0%	λ	λ
Environmental Incident	5	λ	λ
Total Environmental Index			λ
Customer Service Index			
H ₂ S – 1 Hour Exceedances	8.0	λ	λ
H ₂ S – 24 Hour Exceedances	2.0	λ	λ
Scrubber Uptime	96.0%	λ	λ
Total Customer Service Index			λ
System Reliability & Optimization Index			
Enhanced Primary Treatment	97.0%	λ	λ
Biosolids Management	1.0	λ	λ
Energy Efficiency	508	λ	λ
Total System Reliability & Optimization Index			λ
Safety Index			
Near Miss & Hazard Identification Reporting	2,600	λ	λ
Worksite Inspections & Observations Reporting	6,000	λ	λ
All Injury Frequency Rate	1.15	λ	λ
Total Safety Index			λ

Aggregate Points Earned (sum of all the above indices)			λ
Description	Performance Standard	Actual Performance	Points Earned
Points Required at Performance Standard			100.0
Points Above / (Below) Performance Standard			λ
Wastewater Treatment Services Performance Measures Penalty, If Any			λ

Customer Rebate for Wastewater Collection Services

Applicable To all Stormwater utility customers and all metered Sanitary utility customers within the City of Edmonton in the event that the Wastewater Collection Service Quality does not meet the standard performance level.

Rebate Customer Rebate

Stormwater Utility Rate Rebate \$ λ

Sanitary Utility Rate Rebate

Meter Size	Rebate
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

Effective Dates The total penalty for the year will be applied as a rebate to customer sanitary and stormwater utility bills in the year immediately following the performance year.

Customer Rebate for Wastewater Treatment Services

Applicable	To all metered customers within the city of Edmonton in the event that the Wastewater Treatment Service Quality does not meet the standard performance level.	
Rebate	Customer Rebate applied to the Fixed Monthly Charge	
	Residential Service	\$ λ
	Multi-Residential Service	\$ λ
	Commercial Service	\$ λ
Effective Dates	The total penalty for the year will be applied as a rebate to customer wastewater treatment bills in the year immediately following the performance year.	

Pro-Forma Auditor's Report

AUDITOR'S REPORT ON RATE SHEETS 1, 2, 3, 4, 5, 6, 7, 8 and 9

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

We have audited the rates for fixed monthly charges, variable charges, service fees and charges, wastewater overstrength surcharges and the customer rebates included in Rate Sheets 1, 2, 3, 4, 5, 6, 7, 8 and 9 (hereinafter referred to as the "Rate Sheets") of EPCOR Water Services Inc. ("EWSI") for the 20xx Annual Wastewater Services Rate Filing calculated in accordance with City of Edmonton Bylaw 20865 EPCOR Wastewater Services Bylaw. EWSI management is responsible for the preparation and fair presentation of the financial information in the Rate Sheets. 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 auditing standards and *[in conformance with the International Standards for the Professional Practice of Internal Auditing]*. 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 Wastewater Services Rate Filing present fairly, in all material respects, the rates for fixed monthly charges, variable charges, service fees and charges, wastewater overstrength surcharges and customer rebates effective *[select applicable date: April 1, 2025 to March 31, 2026; or April 1, 2026 to March 31, 2027; or April 1, 2027 to December 31, 2027]*, calculated in accordance with City of Edmonton Bylaw 20865 EPCOR Wastewater Services Bylaw.

It is understood that this report has been prepared to facilitate EWSI's reporting as required by Bylaw 20865 and it is not to be referred to or relied upon for any other purpose.

(signed).....
Chartered Professional Accountants

City
Date