

# Non-Residential Sewer Utility Credit

## TERMS AND CONDITIONS

**The Company agrees to the following terms and conditions with respect to the Sewer Utility Credit:**

### **Initial Eligibility Criteria**

1. In order to be eligible for the City of Edmonton's sewer utility credit for non-residential sanitary utility customers who do not discharge into the sanitary sewer system a significant portion of the water they consume (the "credit"), the Company must provide the following information to the satisfaction of the City:

- (a) an engineering report signed and sealed by an independent professional engineer who is not employed by or affiliated with the Company and who is registered to practice in Alberta (an "engineering report") that, in the opinion of the City, clearly demonstrates:
  - (i) the difference between the quantity of water consumed and the quantity of water discharged in the sanitary sewer system;
  - (ii) the percent reduction in water consumption being requested by the Company, including a justification of the results; and
  - (iii) the methodology used to determine the Company's significant loss of water,
- (b) required application fee.

### **Demonstrated and Verifiable Loss Methodologies**

2. The Company acknowledges that the City will be evaluating eligibility for the sewer utility credit using one of following methodologies, as deemed appropriate by the City:

**(a) Sub-metering Records** - Detailed engineering calculations of the volume of water lost to the sewer system based on sub-metering records for a minimum period as required by the City prior to the Company submitting the report. The Company shall keep all sub-meters in operation and maintain records for future verification of readings. Sub-meters must be of equivalent or greater accuracy than EPCOR water meters and must be certified; or

**(b) Historical Records of Finished Product** – Detailed engineering calculations of the volume of water lost to the sewer system based on historical records of finished product containing supply water that did not contribute to the Company's sanitary discharges. The Company shall provide at least twelve months of continuous and recent records prior to the submission of an application for a sewer credit; or

**(c) Alternate Methods** – Where sub-metering records and historical records of finished products are not applicable due to the nature of the business, the City may consider methods other than sub-metering and historical records of finished product.

3. In all cases, the City has the sole discretion to determine whether the Company has shown a demonstrated and verifiable loss of water.

#### **Term**

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

#### **Continuing Eligibility Criteria**

5. In order to continue to be eligible for a credit, the Company must provide the following information to the satisfaction of the City:

- (a) immediate notification of any change in operation or process, including process equipment changes that might affect the water loss estimations made by the engineer and the sewer utility credit
- (b) upon request by the City a report on meter readings of the meters used to justify the Company's sewer utility credit or a report identifying any process equipment changes that might affect the water loss estimation previously made;
- (c) an application for a continuation of the sewer utility credit, supported by an updated engineering report to be submitted on the fifth anniversary of this agreement to account for any changes in operation or other factors that may have affected the water loss estimation previously made
- (d) any updated engineering reports that the City may require the Company to submit.

#### **Access to the Company's Premises**

6. The Company will provide the City access to the Company's premises and records at all reasonable times for the purpose of inspection of the Company's facilities and verification of the information provided by the Company.

#### **Termination of Sewer Utility Credit**

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

#### **No Assignment Without Consent**

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