

Terms for a Master Servicing Agreement for Regional Water and Wastewater Customers

1. Term and Termination

- 1.1. 20 years with optional renewal clauses

2. Joint Infrastructure Planning

- 2.1. Formalize planning alignment between the Customer and The City through regular planning meetings concerning infrastructure impacts resulting from water conservation, water and wastewater quality, population, business, industry, community growth and operational issues

3. Bylaw Alignment

- 3.1. Relevant bylaw provisions will be included in the agreement, and amended from time to time
- 3.2. Outlines areas of joint responsibility to manage water resource quality and quantity
- 3.3. The City will respect the autonomy of the Customer to manage their own customer base within their boundary

4. Provision of Service Franchise

- 4.1. Unless agreed to by The City, the Customer shall not supply water or wastewater service outside the corporate boundaries of the designated service area
- 4.2. The City will be the exclusive provider of bulk water and/or bulk wastewater for the term of the contract, unless otherwise agreed to in writing by The City
- 4.3. Customers receiving potable water shall return wastewater flows to The City where feasible

5. Point of Sale and Ownership Boundaries

- 5.1. The City will not own or operate infrastructure outside City of Calgary corporate boundaries
- 5.2. The City will deliver water to the Customer up to the City of Calgary corporate boundary and will receive wastewater at The City boundary where feasible
- 5.3. The City has the option to assume ownership of infrastructure, within The City, as corporate boundaries change

6. Emergency Management and Liability

- 6.1. In the event of water shortage, emergency, or operational maintenance, the Customer shall enact service restrictions in line with restrictions placed on internal City customers
- 6.2. The City and the Customer will attempt to share resources and align responses in the event of an emergency
- 6.3. The City will make all attempts to provide servicing in the event of a disruption but cannot accept any liability for disruption in service

7. Water Licence Allocation

- 7.1. The City will allocate part of its water licence for regional Customers in accordance with the Council approved allocation

8. Service Levels Regarding Flow Rates and Water Quality

- 8.1. Maximum water and wastewater flow rates will be defined from time to time by the Director of Water Resources in accordance with system capacities and within the Council approved water licence allocation
- 8.2. Water and wastewater flow rates will be calculated based on Water Resources Long Range Planning Criteria incorporating conservation efforts
- 8.3. Water quality and pressure at the meter shall be the quality and pressure available in The City's Water system
- 8.4. The Customer is required to have sufficient water reservoir capacity to attenuate peak water flows
- 8.5. Quality of sanitary effluent at the ownership boundary shall meet City operating protocols and bylaws as amended from time to time

9. Meters

- 9.1. All billing meters and dedicated billing meter stations are to be owned and operated by The City
- 9.2. New billing meter stations constructed on new regional lines are to be donated to The City, including billing meters located within a customer owned lift station or reservoir
- 9.3. The Customer shall provide The City access to all meters located on customer land

10. Billing & Rates

- 10.1. The Customer will be invoiced monthly and will pay the service charges and usage rates as set by City Council
- 10.2. The City of Calgary will recoup the full cost of operational and capital expenditures to provide water and wastewater service to the Customer