

# AGENDA

FOR THE **REGULAR MEETING OF RED DEER CITY COUNCIL**

TO BE HELD IN THE COUNCIL CHAMBERS, CITY HALL

**MONDAY, AUGUST 14, 2000**

COMMENCING AT **4:30 P.M.**

- |     |   |        |
|-----|---|--------|
| (1) | Confirmation of the Minutes of the Regular Meeting of Monday, July 31, 2000   | PAGE # |
| (2) | <b>UNFINISHED BUSINESS</b>  |        |
| (3) | <b>PUBLIC HEARINGS</b>  |        |
| 1.  | City Clerk - Re: <b>Greater Downtown Action Plan Bylaw No. 3267/2000</b> / Adoption of Plan / (Consideration of 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings of the Bylaw)  | .. 1   |
| 2.  | City Clerk - <b>Johnstone Park Neighbourhood Area Structure Plan / Bylaw Amendment No. 3239/B-2000</b> / Adoption of Plan / (Consideration of 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings of the Bylaw)  | .. 14  |
| 3.  | City Clerk - Re: <b>Land Use Bylaw Amendment 3156/W-2000</b> / Rosedale Meadows Phases 8 & 9 / Redesignation of Land from Future Urban Development to Residential Narrow Lot, Residential Medium Density, Residential Low Density and Parks and Recreation Districts / Amendment to Rosedale Meadows Outline Plan Approved July 17, 2000 / (Consideration of 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings of the Bylaw) | .. 16  |

4.	City Clerk - Re: Davenport Quarter Section:	
	(a) <b>Davenport Area Structure Plan Bylaw Amendment 3217/E-2000</b> / Bylaw to Adopt Plan	
	(b) <b>Land Use Bylaw Amendment 3156/Y-2000</b> / Incorporation of Public Utility Lot into Multiple Family Lot /	
	(Consideration of 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings of the Bylaws)	.. 18
5.	City Clerk - Re: <b>Land Use Bylaw Amendment 3156/Z-2000</b> / Regulations - Late Night Clubs & Commercial Entertainment Facilities / (Consideration of 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings of the Bylaw)	.. 21
(4)	<b>REPORTS</b>	
1.	Engineering Services Manager - Re: Proposed Speed Limit Changes on 67 Street and 30 Avenue / <b>Traffic Bylaw Amendment No. 3186/D-2000</b> / (Consideration of Three Readings of the Bylaw)	.. 23
2.	Director of Corporate Services - <b>Local Improvement Bylaw No. 3268/2000</b> / Parkade - City of Red Deer and Heritage Centre Ltd. / (Consideration of Three Readings of the bylaw)	.. 27
3.	Parkland Community Planning Services - Re: <b>Proposed Land Use Bylaw Amendment 3156/DD-2000</b> / C1A Commercial District - Ground Floor Residential / (Consideration of 1 <sup>st</sup> Reading of the Bylaw)	.. 31
4.	Parkland Community Planning Services - Re: <b>Land Use Bylaw Amendment 3156/EE-2000</b> / Part of the SW ¼ 14-38-27-W4, Deer Park Davenport - Phase 7, Parkside Holdings Ltd. / (Consideration of 1 <sup>st</sup> Reading of the Bylaw)	.. 37
5.	E.L. & P. Manager - Re: Distribution Tariffs- Effective January 1, 2001	.. 39
(5)	<b>CORRESPONDENCE</b>	
(6)	<b>PETITIONS AND DELEGATIONS</b>	
(7)	<b>NOTICES OF MOTION</b>	

(8) **WRITTEN INQUIRIES**

(9) **BYLAWS**

1.	<b>3156/W-2000</b> - Land Use Bylaw / Rosedale Meadows Phases 8 & 9 / - 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings	.. 52 .. 16
2.	<b>3156/Y-2000</b> - Land Use Bylaw Amendment / Davenport Quarter Section / (Associated with Bylaw 3217/E-20000 - Davenport Area Structure Plan Amendment) / - 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings	.. 54 .. 18
3.	<b>3156/Z-2000</b> - Land Use Bylaw Amendment / Late Night Clubs & Commercial Entertainment Facilities / - 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings	.. 56 .. 21
4.	<b>3156/DD-2000</b> - Land Use Bylaw Amendment / C1A Commercial District - Ground Floor Residential / - 1 <sup>st</sup> Reading	.. 57 .. 31
5.	<b>3156/EE-2000</b> - Land Use Bylaw Amendment / Part of the SW ¼ 14-38-27-W4, Deer Park Davenport - Phase 7, Parkside Holdings Ltd. / - 1 <sup>st</sup> Reading	.. 58 .. 37
6.	<b>3186/D-2000</b> - Traffic Bylaw Amendment / Proposed Speed Limit Changes on 67 street and 30 Avenue / - Three Readings	.. 60 .. 23
7.	<b>3217/E-2000</b> - Davenport area Structure Plan Bylaw Amendment / Association with Land Use Bylaw 3156/Y-2000 / - 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings	.. 63 .. 18
8.	<b>3239/B-2000</b> - Johnstone Park Neighbourhood Area Structure Plan Amendment / - 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings	.. 65 .. 14
9.	<b>3267/2000</b> - Bylaw to adopt Greater Downtown Action Plan / - 2 <sup>nd</sup> & 3 <sup>rd</sup> Readings	.. 67 .. 1
10.	<b>3268/2000</b> - Local Improvement Bylaw / Parkade - City of Red Deer and Heritage Centre Ltd. / - Three Readings	.. 68 .. 27

**DATE:** August 4, 2000  
**TO:** City Council  
**FROM:** City Clerk  
**RE:** Greater Downtown Action Plan - Bylaw No. 3267/2000

---

***History***

At the Council meeting of July 17<sup>th</sup>, Council gave Bylaw No. 3267/2000 first reading. A copy of the bylaw is attached for your information.

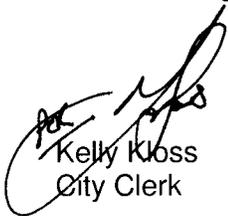
Bylaw No. 3267/2000 provides for the adoption of the Greater Downtown Area Redevelopment Plan by The City.

***Consultation Process***

A Public Hearing has been advertised for the above noted bylaw, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers, during Council's regular meeting.

***Recommendations***

That following the Public Hearing the bylaw be given second and third readings.



Kelly Kloss  
City Clerk

/clr  
attchs.

**Council is reminded to bring their copies of the Greater Downtown Action Plan as additional copies will not be included with this agenda.**

**Date:** July 10, 2000

**To:** Kelly Kloss  
City Clerk

**From:** Lowell R. Hodgson  
Community Services Director

**Re:** Greater Downtown Action Plan Bylaw No. 3267/2000

---

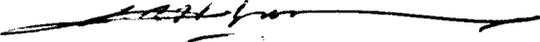
In June 1999, the City called for proposals to prepare a new policy planning document for The City's greater downtown area, to guide future growth and development decisions. A volunteer steering committee was formed to oversee this project and proposal calls went out to consultants, inviting their firms to submit credentials for undertaking such a study. In time, the steering committee selected a team headed by John Hull Architect, and that team has been involved in a very extensive, public participation process, leading toward the plan that has been developed and is now ready for presentation to City Council.

The consultant team will present this plan and the first reading of the bylaw will take place on July 17<sup>th</sup>, with this plan becoming an area redevelopment plan to guide future development and redevelopment of the greater downtown area.

This plan builds on earlier plans developed in 1986 and updated in 1994. However, a key focus of this plan is the implementation strategies and commitments that will permit easier scheduling, budgeting and tracking. The plan recognizes that development and redevelopment will involve both public and private sector commitment and investment, and recommends the implementation of this plan as a priority for The City. Further detailed studies will be needed in consideration of some specific recommendations; however, the vision for what our downtown can be is important here.

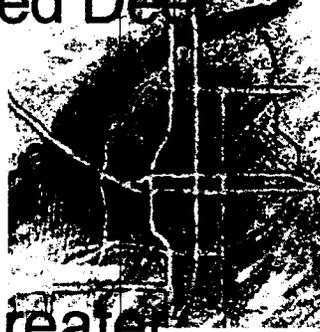
### RECOMMENDATION

THAT Council of The City of Red Deer, having heard a presentation from the consulting firm that developed the Greater Downtown Area Redevelopment Plan, hereby give first reading to an appropriate Area Redevelopment Plan Bylaw.

  
Lowell R. Hodgson

:dmg

City of  
Red Deer



# Greater Downtown Action Plan

## The Greater Downtown Action Plan will Provide:

**New policies** to guide future  
downtown development

**New ideas** for for each of the  
Downtown's neighbourhoods

**A bold new vision** for the  
Riverlands of west Downtown

**Detailed Design Concepts**  
for special areas

**Action Plans** to implement key  
policies

**A Downtown Manager** to  
direct implementation

### Prepared by:

John Hull  
*John Hull, Architect*

Lorne Daniel  
*BizWerx Communication*

Ken Johnson,  
*Urban Plans Inc.*

## Downtown is:

**Our front room:**  
what we share and show

**A unique urban ecology:**  
diverse and interrelated

**Different** from single-use areas

**Valued** by the Red Deer  
community

**Healthy**, with enduring strengths

# Council Presentation Highlights

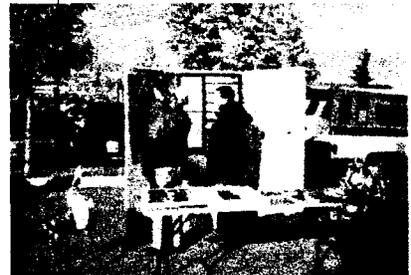
## July 17, 2000

## The Greater Downtown Action Plan is:

**An Area Redevelopment Plan for the City of Red Deer. It has been prepared by a team of consultants over the last twelve months based on extensive public involvement. It is a blueprint for action and describes a unique vision for Downtown Red Deer.**

## A Summary of Public Involvement through the Planning Process:

- Monthly Steering Committee meetings
- Ongoing Downtown Stakeholder consultation
- Submissions to the Big Book of Ideas
- The Downtown Dreams Visioning Workshop, October 1999
- Special Downtown Focus Group Workshop, December 1999
- Regular displays at City Hall, Farmers Market and Malls
- A city-wide public opinion survey
- Workshops with City Council and City Staff, April and June 2000
- Public Open House to present the Draft Plan, June 2000
- Final Plan, 1st Reading, July 17, 2000
- Final Plan, 2nd and 3rd Reading, August 14, 2000



## The Plan Provides New Actions For:

- Safety and security
- The social environment
- People movement, parking & traffic
- Parks, open spaces, gathering places
- The Commercial and Civic Core
- Riverland development west of Taylor Drive
- Downtown housing
- Marketing, business recruitment
- Cannery Row development
- Arts and Culture



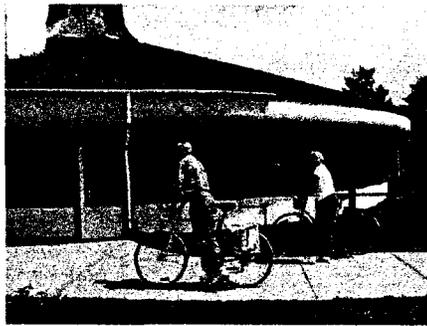
- **Evaluation of concepts from previous plans**
- **A pedestrian focus in the downtown core**
  - comfortable sitting areas
  - beautification
  - safe lighting
  - special pedestrian zones
  - pedestrian laneways, pocket parks
  - extensive tree planting
  - slower traffic (traffic calming)
- **Rezoning and redevelopment for more downtown housing**
- **Riverlands - A new Downtown Gem**
  - river's edge park
  - hotel/convention centre
  - high density housing for 2500 people
  - entertainment zone
  - pedestrian bridge to Bower Ponds
- **The 48 Street Promenade**
  - a unique east-west pedestrian link crossing Downtown from Waskesoo Creek to the River
- **A long range plan for Open Space in the Civic Centre**
- **Stronger, distinct identities for the nine character areas of Downtown**
- **Enhancements to Rotary Recreation Park**
- **Major new bicycle and pedestrian links connecting all the areas**
- **New City Hall initiatives to implement the Plan:**
  - Downtown Management Group
  - budget and staff
  - advisory groups
- **Special land use regulations to protect and enhance key Downtown features**
- **Traffic calming through the Downtown Core**



## Implementing the Plan:

**Downtown Red Deer is unique and dynamic. It is the historic, physical, economic and social heart of the City. To implement the vision of the Plan, new inter-disciplinary planning and decision-making mechanisms are required. Mechanisms that are dedicated to maintaining the diversity, vibrancy and pedestrian-focus of the Downtown.**

- The evolution of the existing Downtown Planning Committee to become the Downtown Action Group, to strategically advise on the priorities and issues arising from the Plan's implementation.
- The establishment of a position of Downtown Action Manager, to coordinate and manage the Plan's implementation
- The Greater Downtown Community Association, a group comprised of stakeholders from a wide range of Downtown interests, to monitor the Plan's progress and suggest new directions
- A designated annual budget for the Plan's recommendations
- An assessment of how the future of key land properties in the Downtown could be directed and controlled to the benefit of the Plan.
- Extended roles for existing and new partners in the Downtown, such as the Downtown Business Association, Tourism, and the Cultural Charter
- Optimising alternate funding sources through creative partnerships



**GREATER DOWNTOWN DEVELOPMENT CONCEPT**

**Riverlands**

- new riverfront park
- new hotel, convention facility, residential, and entertainment development
- pedestrian bridge to Bower Ponds
- commercial/residential along 48 Street Promenade
- medium density residential south of 45 street and along river

**Cannery Row**

- Train Bridge Trail
- industrial urban village (Granville Island).
- medium density residential near river
- improved riverfront trails, viewpoint areas, and connections.

**Commercial Core/Civic Centre**

- variety of pedestrian scale improvements
- open space study for civic core
- extensive tree planting - phased
- urban design plans for special pedestrian zones
- upgrade key lanes in the core
- traffic calming through the core
- introduce design and heritage conservation guidelines

**North Mixed Use Area**

- revised zoning and design guidelines ("Quintessentials" area).
- new 53 Street bike route

**South Mixed Use Area**

- revised zoning and design guidelines for mixed residential/commercial
- new pedestrian/bike trail along Waskasoo Creek
- new 47th Street bike routes

**Rotary Recreation Park**

- upgraded pathways and entrances
- improved parking
- new features for the park

**Parkvale and North Downtown Residential**

- guidelines to preserve historic architectural character
- zoning regulations to allow low-impact commercial in some locations

**Legend:**

- Key Planning Node
- Major Pedestrian/Bike Routes
- 48th Street Promenade



Map 1:  
Greater Downtown Development Concept

Date: July 4, 2000  
To: City Clerk  
From: Engineering Services Manager  
Re: **Greater Downtown Action Plan**

---

Further to the Council/Administration Workshop on June 13, 2000, matters of feasibility and cost relative to some of the transportation initiatives in the report are of significant concern. Before Council commits to this document, we believe that a Functional/Feasibility Study should be undertaken to identify transportation impacts and implementation costs. Specific goals of the Study would be to:

- define the components of the more significant transportation initiatives,
- confirm that design is possible within recognized geometric design principles,
- determine the impact on-street capacity and traffic operation,
- determine its affect on the ability to provide for City growth,
- determine cost information, and
- obtain written recommendations from a transportation expert.

Although there are many initiatives in the report, the following are the items of concern to Engineering Services:

1. Develop the 48 Street Pedestrian Promenade

What are the design features, do we lose on-street parking, are we looking at meandering travel lanes within the right of way, are we disposing of the concrete curb and gutter in favour of drainage swales of interlocking pavers, do we lose the surface parking lot north of the Golden Circle, are wider sidewalks envisioned, is reconstructing sidewalks to the combination interlocking pavers and concrete envisioned, what additional street furniture is planned, what change in landscaping is anticipated, is streetlighting to be changed, are pedestrian audible signals to be installed, are new wheelchair ramps required, where do we cross Taylor Drive, how do we cross Taylor Drive, what type of vehicle access do we provide to adjacent businesses?

Page 2  
July 4, 2000

2. Develop Full "At-grade" Intersection at 48 Street and Taylor Drive

This recommendation is not possible considering traffic demand and acceptable design criteria set out in the Manual Geometric Design Standards for Canadian Roads. The Province would likely not approve such an amendment, as it would be in breach of The City/Province Major Continuous Corridor Agreement. They have previously indicated that failure to adhere to design criteria or agreements could jeopardize future funding levels.

As this is a key link in the pedestrian promenade, the alternatives of going over, under, or around must be investigated to determine the extent of the construction encroachments on adjacent properties, the impact to existing businesses such as the Carnival Theatre and Medican, the affect of ground water and existing utilities, the affect on adjacent intersections, and the potential cost. This one item could be extremely costly and likely not cost sharable, as it is in contravention of the Agreement and not justified from a transportation viewpoint.

3. 49 Avenue Beautification and On-Street Parking Installation in Off-Peak Hours

Are the sidewalks to be widened to accommodate more trees, are we to reconstruct the sidewalks to conform to the combination interlocking pavers and concrete design, how do we improve the existing substandard width of the four travel lanes, how do we accommodate the growth in traffic as the City grows, where do we plow the snow to in the winter, what impact will the re-installation of on-street parking have on the turning movements, through movements, pedestrian safety, signal timing and motorist delays, what enforcement problems will arise in keeping the outside lane clear each day, what impact will this have on the movement of emergency vehicles in and out of the Downtown?

4. Amend Land Use By-law to Remove Building Setbacks

These are believed to be required for future sidewalk and/or roadway widening to accommodate City growth. An internal study completed in 1994 reduced the number of roadways with additional setbacks that was established in the 1960's and re-inforced the need to retain the 2.13 m setback on the key roadways currently referred to in the By-law. The supporting goals used in this study were:

- a. Key roadways must accommodate the traffic demand of the 115,000 population level or beyond.

Page 3  
July 4, 2000

- b. The minimum Downtown sidewalk width to be 3.35 m and possibly widened to 4.0 m in high pedestrian demand areas.
- c. On-street parking is to be provided until more traffic capacity is required. When more capacity is needed, the first stage is to remove on-street parking. If this is insufficient, the second stage is to remove and re-install the sidewalks in the setback area and widened the driving surface to provide the additional traffic capacity.
- d. Avoid a meandering right of way width.
- e. Be consistent and fair to those property owners who have already complied with the By-law and set back their new buildings.
- f. To avoid the closed-in feeling as the Downtown develops and the height of buildings increase.

The proposed setback removal is of significant concern from a transportation viewpoint. The ability to provide additional space in the future will diminish each time a new building is constructed. The intent of the By-law is to provide additional space at the least possible cost to The City and to minimize the number of buildings affected at the time when additional roadway or sidewalk capacity is needed.

Prior to considering this By-law amendment, a detailed review of the traffic, pedestrian, and building impacts should be undertaken relative to the transportation demands at a 115,000 population level. The study should include mapping existing buildings, location of previous setbacks, identification of vacant parcels where setback should not be a problem, and determination of historical building significance, along each of the key roadways included in the By-law.

#### 5. Modify SCOOT Traffic Signal Control System

Redesign of the signal system timing plans and system logic to provide more generous pedestrian crossing times and increase motorist delay, is recommended in the Plan. This recommendation is made without acknowledging the current system wide operational strategy and common traffic engineering principles. Deviation from accepted traffic engineering criteria might increase The City's exposure to public liability. This is a significant undertaking, which should only be considered based upon a justified need rather than a perceived need. Public impact in terms of increased

Page 4  
July 4, 2000

delays, higher driver frustration, higher accident potential, and increased emergency vehicle response time must be carefully considered. This recommendation should be fully investigated and cost estimated prior to accepting this proposal.

6. Retain Devious Alignment of 55 Street West of Gaetz Avenue

This recommendation is contrary to the Plan's goal of trying to enhance Taylor Drive to take more of the through traffic away from 51 Avenue. Establishing a new "at-grade" intersection on Taylor Drive, at 48 Street, also conflicts with this goal. If it is the Plan's intention to provide vertical separation between pedestrians using the former Rail River Bridge and 55 Street traffic, this goal should be stated in the report and the geometric design should be left to the Transportation Engineer. A conceptual design should be undertaken that would identify options and costs. Other problems with the existing road configuration, such as poor sight distance, on-going drainage and structure maintenance cost, winter icing, traffic capacity, and adjacent property access have been ignored in the preparation of this recommendation.

7. Install Traffic Calming on 51 Avenue

We need to define the extent of the work that is intended. A cost estimate is required for budget purposes.

8. Two-Way Traffic Operation for Gaetz Avenue Parking Mall

We need to define the extent of the work that is intended. The proposal requires design feature determination, a Traffic Circulation Study, a traffic signal impact analysis, a comparison of the number of before and after on-street parking stalls, and a cost estimate for budget purposes.

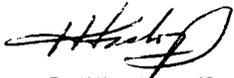
An outside engineering firm, through proposal basis, should undertake this Study. Considerable staff time will be required to prepare all encompassing Terms of Reference and to ensure that the consultant fully understands the scope of the assignment. There will be manual and mechanical traffic and pedestrian counts. There will be computer traffic modeling to look at the impacts of alternatives. There will be numerous drafts and meetings. This Study will take a significant time to complete and could cost in the range of \$50,000 - \$80,000. By undertaking this Study, The City will know which recommendations are feasible and what the anticipated implementation cost might be. Council will then have a better basis to make decisions relative to the Plan. Subsequently, specific projects with costs could then be inserted in the Major Capital Program for a priority assessment by Council.

Page 5  
July 4, 2000

### RECOMMENDATION

We would respectfully recommend that City Council consider undertaking this Study with the funding to be provided from one of the following, as recommended by the Director of Corporate Services:

1. Potential year-end surplus from the general 2000 Operating Budget.
2. Potential year-end surplus from the Parkland Community Planning Contract.
3. Capital transportation project reserves.
4. Year 2001 capital or operating budgets.



Ken G. Haslop, P. Eng.  
Engineering Services Manager

KGH/emr

- c. Director of Community Services  
Director of Corporate Services

**Comments:** (Council Meeting Comments from July 17, 2000)

The adoption of the Area Redevelopment Plan for the Greater Downtown lays out a clear vision for future development in this important area of the community.

Council's passage of the bylaw constitutes approval to proceed with the significant development concepts outlined in the Redevelopment Plan, with specific projects to come back to Council for final approval after appropriate analysis.

The Senior Management Team is currently considering an implementation strategy that will include the assignment of some specific staff resources to the coordination of Plan implementation. A report is forthcoming.

"G. D. Surkan"  
Mayor

"L. Hodgson"  
Acting City Manager



Box 5008  
Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**Office of the City Clerk**

**FILE**

August 15, 2000

Mr. John Hull  
205, 4807 Gaetz Avenue  
Red Deer, AB T4N 4A5

Dear Sir:

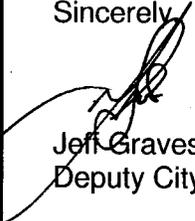
**Re: Greater Downtown Action Plan**

As you are aware, Council of The City of Red Deer gave second and third reading to Bylaw No. 3267/2000 at its meeting of August 14, 2000. Bylaw No. 3267/2000 provides for the adoption of that Greater Downtown Action Plan.

The City Manager will now be establishing a committee, which will look at an action plan for the implementation of the various components of the Plan.

Thank you for your contribution to this Plan.

Sincerely,



Jeff Graves  
Deputy City Clerk

/fm

c Director of Community Services

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** Community Services Director  
**FROM:** Deputy City Clerk  
**RE:** Greater Downtown Action Plan / Bylaw No. 3267/2000

**Reference Report:** Community Services Director dated July 10, 2000

**Bylaw Readings:**

Bylaw No. 3267/2000 was given second and third reading. A copy of the first page of the bylaw is attached for your information.

**Report Back to Council Required:** No

**Comments/Further Action:**

Bylaw No. 3267/2000 provides for the adoption of the Greater Downtown Area Redevelopment Plan by The City. The City Manager will now be establishing a committee which will look at an action plan for the implementation of the various components of the Plan.



Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Corporate Services  
Director of Development Services  
Principal Planner  
Administrative Assistant, C. Rausch

**BYLAW NO. 3267/2000**

Being a bylaw to adopt the Greater Downtown Action Plan as an Area Redevelopment Plan.

**COUNCIL ENACTS AS FOLLOWS:**

- 1 That the Greater Downtown Action Plan, as attached and forming part of this bylaw, be adopted as an Area Redevelopment Plan, pursuant to Section 634 of the Municipal Government Act.
2. Implementation of any component of this Area Redevelopment Plan is subject to further approval by Council resolution or by the City Manager if so delegated by resolution.

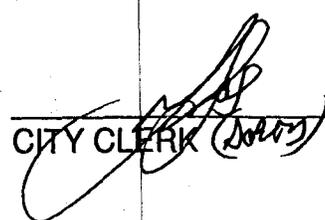
READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this 14 day of August A.D. 2000.

  
MAYOR

  
CITY CLERK

**Greater Downtown Action Plan  
Bylaw No. 3267/2000**

DESCRIPTION: Bylaw No. 3267/2000 provides for the adoption of the Greater Downtown Action Plan

FIRST READING: July 17<sup>th</sup>  
DATE OF FIRST PUBLICATION: July 28<sup>th</sup>  
DATE OF SECOND PUBLICATION: August 4<sup>th</sup>  
PUBLIC HEARING AND SECOND READING: August 14<sup>th</sup>, 7:00 p.m.  
THIRD READING: \_\_\_\_\_

LETTERS REQUIRED TO PROPERTY OWNERS: No

DEPOSIT REQUIRED: No - City responsible for advertising costs

ACTUAL COST OF ADVERTISING: \$ 561.44

MAP PREPARATION: \$ —

TOTAL \$ 561.44

REFUND \_\_\_\_\_ INVOICE \_\_\_\_\_ \$ N/A

## GREATER DOWNTOWN ACTION PLAN

**FILE**

Bylaw No. 3267/2000 will adopt the newly completed Greater Downtown Action Plan. The purpose of this Plan is to recommend improvements to the greater downtown area and to guide future growth, land use and development decisions. Below is a map outlining the boundaries that are encompassed within the Plan.

(Map)

A copy of the proposed bylaw may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor of City Hall during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000 at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

Kelly Kloss  
City Clerk

(Publication Dates: July 28 & August 4, 2000)

## Council Decision – Monday, July 17, 2000

**DATE:** July 18, 2000  
**TO:** Community Services Director  
**FROM:** City Clerk  
**RE:** Greater Downtown Action Plan / Bylaw No. 3267/2000

**Reference Report:** Community Services Director dated July 10, 2000

**Bylaw Readings:**

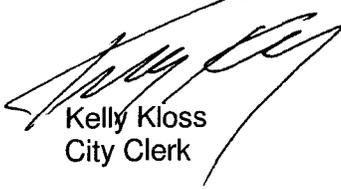
Bylaw No. 3267/2000 was given first reading. A copy of the first page of the bylaw is attached for your information.

**Report Back to Council Required:** Yes

**Comments/Further Action:**

Bylaw No. 3267/2000 provides for the adoption of the Greater Downtown Area Redevelopment Plan by The City.

This office will proceed with the advertising for a Public Hearing for this bylaw to be held Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers. The City will be responsible for the advertising costs in this instance.



Kelly Kloss  
City Clerk

/clr  
attchs.

c Director of Corporate Services  
Director of Development Services  
Principal Planner  
Administrative Assistant, C. Rausch

**Date:** July 10, 2000  
**To:** Kelly Kloss  
City Clerk  
**From:** Lowell R. Hodgson  
Community Services Director  
**Re:** Greater Downtown Action Plan Bylaw No. 3267/2000

---

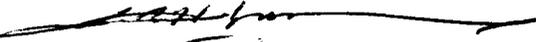
In June 1999, the City called for proposals to prepare a new policy planning document for The City's greater downtown area, to guide future growth and development decisions. A volunteer steering committee was formed to oversee this project and proposal calls went out to consultants, inviting their firms to submit credentials for undertaking such a study. In time, the steering committee selected a team headed by John Hull Architect, and that team has been involved in a very extensive, public participation process, leading toward the plan that has been developed and is now ready for presentation to City Council.

The consultant team will present this plan and the first reading of the bylaw will take place on July 17<sup>th</sup>, with this plan becoming an area redevelopment plan to guide future development and redevelopment of the greater downtown area.

This plan builds on earlier plans developed in 1986 and updated in 1994. However, a key focus of this plan is the implementation strategies and commitments that will permit easier scheduling, budgeting and tracking. The plan recognizes that development and redevelopment will involve both public and private sector commitment and investment, and recommends the implementation of this plan as a priority for The City. Further detailed studies will be needed in consideration of some specific recommendations; however, the vision for what our downtown can be is important here.

### RECOMMENDATION

THAT Council of The City of Red Deer, having heard a presentation from the consulting firm that developed the Greater Downtown Area Redevelopment Plan, hereby give first reading to an appropriate Area Redevelopment Plan Bylaw.

  
Lowell R. Hodgson

:dmg

**GREATER DOWNTOWN DEVELOPMENT CONCEPT**

**Riverlands**

- new riverfront park
- new hotel, convention facility, residential, and entertainment development
- pedestrian bridge to Bower Ponds
- commercial/residential along 48 Street Promenade
- medium density residential south of 45 street and along river

**Cannery Row**

- Train Bridge Trail
- industrial urban village (Granville Island).
- medium density residential near river
- improved riverfront trails, viewpoint areas, and connections.

**Commercial Core/Civic Centre**

- variety of pedestrian scale improvements
- open space study for civic core
- extensive tree planting - phased
- urban design plans for special pedestrian zones
- upgrade key lanes in the core
- traffic calming through the core
- introduce design and heritage conservation guidelines

**North Mixed Use Area**

- revised zoning and design guidelines ("Quintessentials" area).
- new 53 Street bike route

**South Mixed Use Area**

- revised zoning and design guidelines for mixed residential/commercial
- new pedestrian/bike trail along Waskasoo Creek
- new 47th Street bike routes

**Rotary Recreation Park**

- upgraded pathways and entrances
- improved parking
- new features for the park

**Parkvale and North Downtown Residential**

- guidelines to preserve historic architectural character
- zoning regulations to allow low-impact commercial in some locations

**Legend:**

- Key Planning Node
- Major Pedestrian/Bike Routes
- 48th Street Promenade



Map 1:  
Greater Downtown Development Concept

Item No. 2

**DATE:** July 18, 2000  
**TO:** City Council  
**FROM:** City Clerk  
**RE:** *Johnstone Park Neighbourhood Area Structure Plan Amendment  
No. 3239/B-2000*

---

**Background**

On July 17, 2000, Johnstone Park Neighbourhood Area Structure Plan Bylaw Amendment 3239/B-2000 was given first reading. A copy is attached.

Johnstone Park Neighbourhood Area Structure Plan Amendment 3239/B-2000 provides for the identification of two storey walkouts in Johnstone Park. The developer of the subdivision was unaware that this was required when the Plan was originally adopted.

**Consultation Process**

A Public Hearing has been advertised for this bylaw, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers, during Council's regular meeting. In addition to the owner of the site, the owners of the properties bordering the site have been notified by letter of the Public Hearing.

**Recommendations**

That following the Public Hearing, Bylaw No. 3239/B-2000 may be given second and third readings.



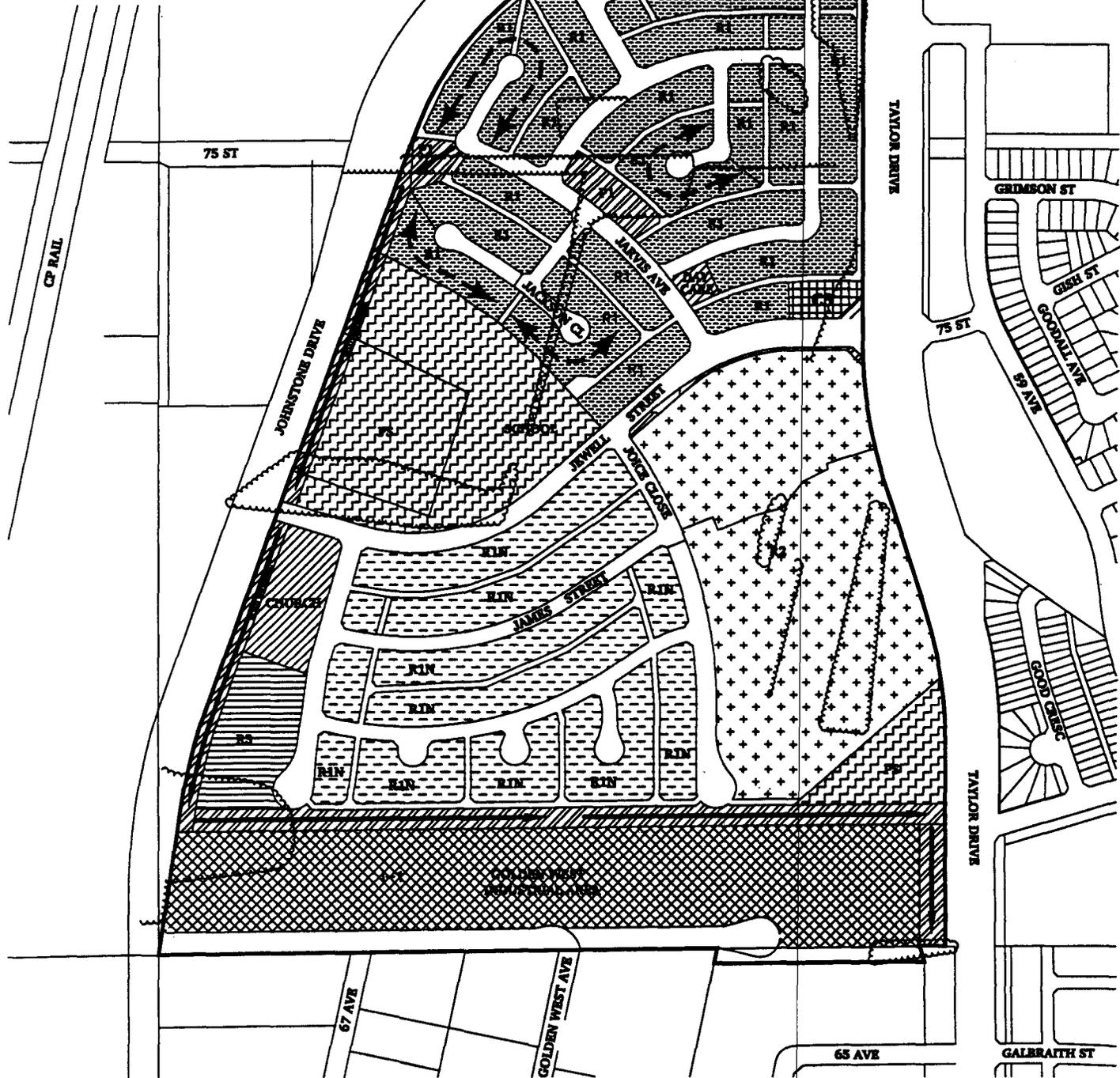
Kelly Kloss  
City Clerk

/clr  
attchs.

# GENCAN DEVELOPMENT LTD. NEIGHBOURHOOD AREA STRUCTURE PLAN

Bylaw No. 3239/B-2000

Identification of potential lots for 2 storey dwellings with walkouts



**LEGEND:**

OUTLINE BOUNDARY		MEDIUM DENSITY RESIDENTIAL	
PEDESTRIAN WALKWAYS AND BIKE PATHS		INDUSTRIAL	
2 STOREY DWELLINGS WITH WALKOUT BASEMENTS		PUBLIC UTILITY LOTS	
SINGLE FAMILY DETACHED RESIDENTIAL		SCHOOL SITE	
RESIDENTIAL NARROW LOT DISTRICT		COMMERCIAL SITE	
MULTI-FAMILY RESIDENTIAL		DAYCARE, CHURCH & SOCIAL CARE FACILITIES	
WALKWAYS & LOCAL PARKS			

**FIGURE 3  
DEVELOPMENT  
PLAN**

SCALE: N.T.S.

PREPARED BY:  
AL-TERRA ENGINEERING LTD.  
PREPARED JULY 2000



Box 5008

Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**Office of the City Clerk**

August 15, 2000

Mr. Martin Broks  
Al-Terra Engineering  
202, 4708 Gaetz Avenue  
Red Deer, AB T4N 4A1

Fax No. 340-3038

Dear Sir:

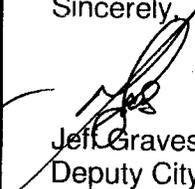
**Re: *Johnstone Park Neighbourhood Area Structure Plan Amendment -  
Bylaw No. 3239/B-2000***

At the City of Red Deer's Council meeting held Monday, August 14, 2000, second and third reading was given to Johnston Park Neighbourhood Area Structure Plan Bylaw No. 3239/B-2000. A copy of the bylaw is attached for your information.

Johnstone Park Neighbourhood Area Structure Plan Amendment 3239/B-2000 provides for the identification of two storey walkouts in Johnstone Park. The developer of the subdivision was unaware that this was required when the Plan was originally adopted.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c F. Wong, Parkland Community Planning Services  
Administrative Assistant, City Clerk's Office

**FILE**

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0087  
CONNECTION TEL 3403038  
SUB-ADDRESS  
CONNECTION ID  
ST. TIME 08/16 08:49  
USAGE T 01'51  
PGS. 3  
RESULT OK

**Office of the City Clerk**

August 15, 2000

Mr. Martin Broks  
Al-Terra Engineering  
202, 4708 Gaetz Avenue  
Red Deer, AB T4N 4A1

Fax No. 340-3038

Dear Sir:

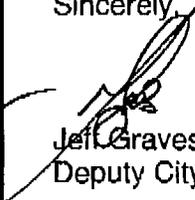
**Re: Johnstone Park Neighbourhood Area Structure Plan Amendment -  
Bylaw No. 3239/B-2000**

At the City of Red Deer's Council meeting held Monday, August 14, 2000, second and third reading was given to Johnston Park Neighbourhood Area Structure Plan Bylaw No. 3239/B-2000. A copy of the bylaw is attached for your information.

Johnstone Park Neighbourhood Area Structure Plan Amendment 3239/B-2000 provides for the identification of two storey walkouts in Johnstone Park. The developer of the subdivision was unaware that this was required when the Plan was originally adopted.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,



Jeff Graves  
Deputy City Clerk

/fm  
atthcs.

c F. Wong, Parkland Community Planning Services



**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** F. Wong, Planning Assistant  
**FROM:** Deputy City Clerk  
**RE:** *Johnstone Park Neighborhood Area Structure Plan Amendment  
3239/B-2000*

---

**Reference Report:** City Clerk dated July 18, 2000 and F. Wong, Planning Assistant, dated July 10, 2000

**Bylaw Readings:**

Bylaw No. 3239/B-2000 was given second and third reading. A copy is attached.

**Report Back to Council Required:** No

**Comments/Further Action:**

Johnstone Park Neighbourhood Area Structure Plan Amendment 3239/B-2000 provides for the identification of two storey walkouts in Johnstone Park. The developer of the subdivision was unaware that this was required when the Plan was originally adopted.

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
Administrative Assistant, City Clerk's Office

**BYLAW NO. 3239/B-2000**

Being a bylaw of The City of Red Deer to amend Bylaw 3239/99, the bylaw adopting the Johnstone Park Neighbourhood Area Structure Plan.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

That Bylaw No. 3239/99 is hereby amended:

1. By deleting Figure 3 and replacing it with the attached amended Figure 3.

READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this 14th day of August A.D. 2000.

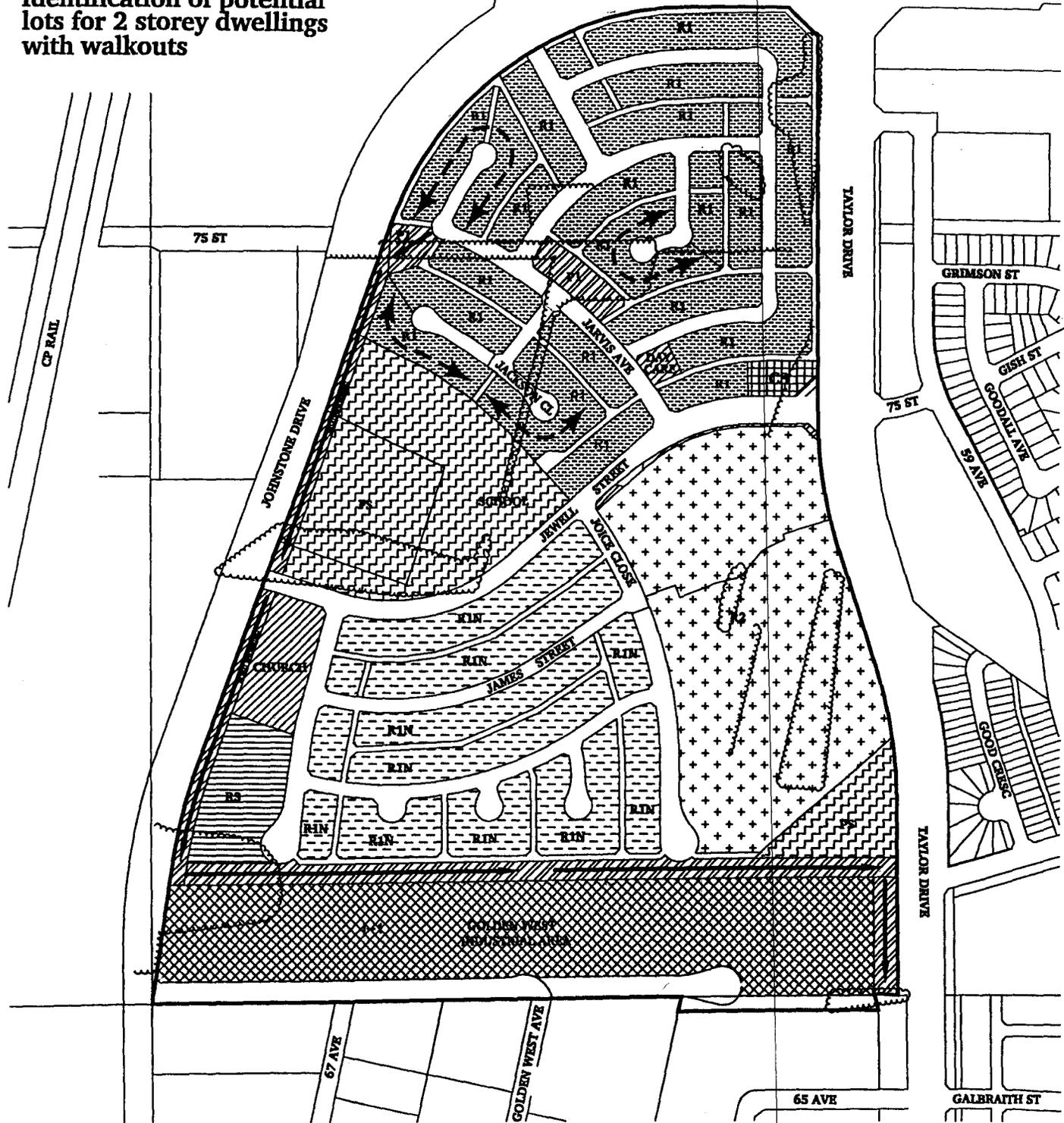
  
MAYOR

  
CITY CLERK

# GENCAN DEVELOPMENT LTD. NEIGHBOURHOOD AREA STRUCTURE PLAN

Bylaw No. 3239/B-2000

Identification of potential  
lots for 2 storey dwellings  
with walkouts



## LEGEND:

OUTLINE BOUNDARY

PEDESTRIAN WALKWAYS  
AND BIKE PATHS

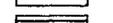
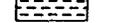
2 STOREY DWELLINGS WITH  
WALKOUT BASEMENTS

SINGLE FAMILY DETACHED RESIDENTIAL

RESIDENTIAL NARROW LOT DISTRICT

MULTI-FAMILY RESIDENTIAL

WALKWAYS & LOCAL PARKS



MEDIUM DENSITY RESIDENTIAL

INDUSTRIAL

PUBLIC UTILITY LOTS

SCHOOL SITE

COMMERCIAL SITE

DAYCARE, CHURCH & SOCIAL  
CARE FACILITIES



## FIGURE 3 DEVELOPMENT PLAN

SCALE: N.T.S.

PREPARED BY:  
AL-TERRA ENGINEERING LTD.  
PREPARED JULY 2000

# Johnstone Park NASP

BYLAW NO. 3239/B-2000

DESCRIPTION: Amendment to Johnstone Park NASP - minor changes to identify two storey walk-out lots

FIRST READING: July 17<sup>th</sup>

DATE OF FIRST PUBLICATION: July 28<sup>th</sup>

DATE OF SECOND PUBLICATION: August 4<sup>th</sup>

PUBLIC HEARING AND SECOND READING: August 14<sup>th</sup>, 7:00 p.m.

THIRD READING: \_\_\_\_\_

LETTERS REQUIRED TO PROPERTY OWNERS: YES

DEPOSIT REQUIRED: YES \_\_\_\_\_ AMOUNT \$400 (Al-Terra Engineering) *no deposit received*

ACTUAL COST OF ADVERTISING: \$ 726.-

MAP PREPARATION: \$ PCPS Prepared

TOTAL \$ 726.00

REFUND \_\_\_\_\_ INVOICE  \_\_\_\_\_ \$ 726.00

**JOHNSTONE PARK NEIGHBOURHOOD  
AREA STRUCTURE PLAN AMENDMENT**

**FILE**

"Map"

The Neighbourhood Area Structure Plan that determines the layout of Johnstone Park is being changed. This minor change will identify lands that could accommodate two storey dwellings with walk-out basements.

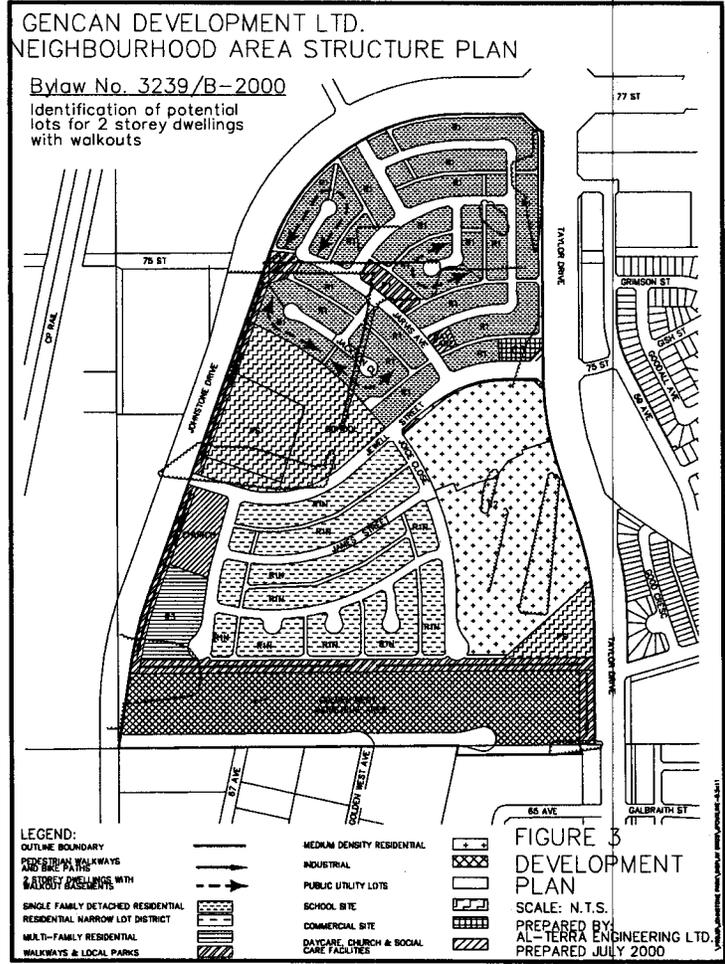
A copy of proposed Bylaw 3239/B-2000 may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor of City Hall during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000 at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

Kelly Kloss  
City Clerk

(Publication Dates: July 28 & August 4, 2000)



**FILE**

**DATE:** July 19, 2000

**TO:** Norma Lovell,  
Assessment

**FROM:** Charlaine Rausch,  
City Clerk's Office

**RE:** *Johnstone Park Neighbourhood Area Structure Plan Amendment*  
*3239/B-2000*

---

Please provide me with the names and addresses of the subject property owners and all contiguous/adjacent property owners as outlined on the attached map.

It would be helpful if I could receive these addresses by Thursday, July 20, 2000 in order to process the letters within the required time period.

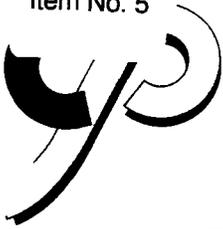
I have attached the map that appeared on the Council agenda, for your reference.

Thanks Norma.



Charlaine Rausch  
City Clerks' Office

/clr  
attchs.



**PARKLAND  
COMMUNITY  
PLANNING  
SERVICES**

401  
Suite 500, 4808 Ross Street  
Red Deer, Alberta T4N 1X5  
Phone: (403) 343-3394  
FAX: (403) 346-1570  
e-mail: pcps@telusplanet.net

---

**To:** Kelly Kloss, City Clerk  
**From:** Frank Wong, Planning Assistant  
**Date:** 00/07/10  
**Re:** Johnstone Park Neighbourhood Area Structure Plan Amendment  
Bylaw No. 3239/B-2000

---

Johnstone Park Neighbourhood Area Structure Plan Amendment 3239/B-2000 is enclosed. This bylaw propose to identify 2 storey walkouts in Johnstone Park. The developer of the subdivision was unaware that this was required when the plan was originally adopted

There were no public meetings held regarding this amendment pursuant to the revised Planning and Subdivision Guidelines. The revised guidelines indicate that where the amendment is minor and would not impact existing landowners, no public meeting is required.

**Recommendation**

Planning staff recommend that City Council proceed with first reading of the bylaw amendment.

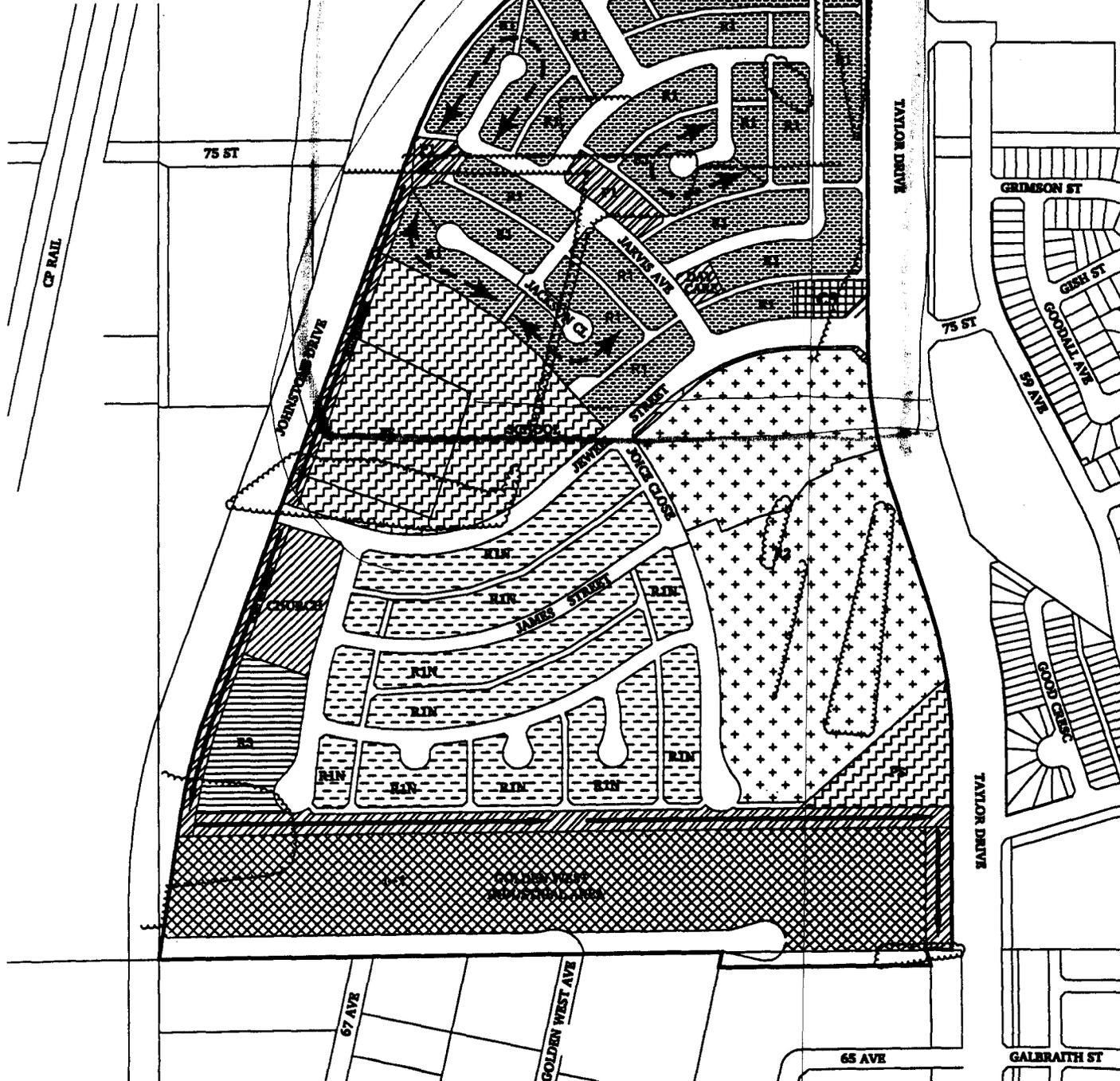
  
Frank Wong

cc L. Hodgson

# GENCAN DEVELOPMENT LTD. NEIGHBOURHOOD AREA STRUCTURE PLAN

Bylaw No. 3239/B-2000

Identification of potential lots for 2 storey dwellings with walkouts



**LEGEND:**

OUTLINE BOUNDARY

PEDESTRIAN WALKWAYS  
CYCLE PATHS

POTENTIAL LOTS FOR  
2-STOREY DWELLINGS WITH  
JUT BASEMENTS

SINGLE FAMILY DETACHED RESIDENTIAL

RESIDENTIAL NARROW LOT DISTRICT

MULTI-FAMILY RESIDENTIAL

WALKWAYS & LOCAL PARKS



MEDIUM DENSITY RESIDENTIAL

INDUSTRIAL

PUBLIC UTILITY LOTS

SCHOOL SITE

COMMERCIAL SITE

DAYCARE, CHURCH & SOCIAL  
CARE FACILITIES



## FIGURE 3

## DEVELOPMENT PLAN

SCALE: N.T.S.

PREPARED BY:  
AL-TERRA ENGINEERING LTD.  
PREPARED JULY 2000



Box 5008  
Red Deer, Alberta  
T4N 3T4

The City of Red Deer

Office of the City Clerk  
July 20, 2000

**FILE**

Bylaw No. 3239/B-2000

«OwnerName»  
«OwnerAdd1»  
«OwnerAdd2»

Dear Sir/Madam:

**Re: Johnstone Park Neighbourhood Area Structure Plan Amendment**

The Neighbourhood Area Structure Plan that determines the layout of Johnstone Park is being changed. This minor change will identify lands that could accommodate two storey dwellings with walk-out basements.

Copies of the bylaw may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor, City Hall, during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing, in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000, at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

If you have any questions, please contact me at (403) 342-8132.

Yours truly,

Jeff Graves  
Deputy City Clerk

/clr  
attch.

## Council Decision – Monday, July 17, 2000

**DATE:** July 18, 2000  
**TO:** F. Wong, Planning Assistant  
**FROM:** City Clerk  
**RE:** *Johnstone Park Neighborhood Area Structure Plan Amendment  
3239/B-2000*

---

**Reference Report:** F. Wong, Planning Assistant, dated July 10, 2000

**Bylaw Readings:**

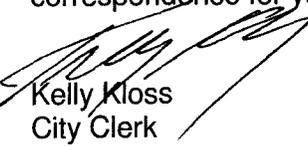
Bylaw No. 3239/B-2000 was given first reading. A copy is attached.

**Report Back to Council Required:** Yes

**Comments/Further Action:**

Johnstone Park Neighbourhood Area Structure Plan Amendment 3239/B-2000 provides for the identification of two storey walkouts in Johnstone Park. The developer of the subdivision was unaware that this was required when the Plan was originally adopted.

A Public Hearing has been advertised for this bylaw, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers. Al-Terra Engineering has been advised, via letter, that they will be responsible for the advertising costs in this instance. I have attached a copy of that correspondence for your information.

  
Kelly Kloss  
City Clerk

/clr  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
**Administrative Assistant, City Clerk's Office**



Box 5008  
Red Deer, Alberta  
T4N 3T4

The City of Red Deer

**Office of the City Clerk**

July 18, 2000

Mr. Martin Broks  
Al-Terra Engineering  
202, 4708 Gaetz Avenue  
Red Deer, AB T4N 4A1

Fax No. 340-3038  
Faxed July 18, 2000

Dear Sir:

**Re: Johnstone Park Neighbourhood Area Structure Plan Amendment -  
Bylaw No. 3239/B-2000**

At the City of Red Deer's Council meeting held Monday, July 17, 2000, first reading was given to Johnston Park Neighbourhood Area Structure Plan Bylaw No. 3239/B-2000. A copy of the bylaw is attached for your information.

Johnstone Park Neighbourhood Area Structure Plan Amendment 3239/B-2000 provides for the identification of two storey walkouts in Johnstone Park. The developer of the subdivision was unaware that this was required when the Plan was originally adopted.

This office will now proceed with the advertising for a Public Hearing to be held on Monday, August 14, 2000 at 7:00 p.m., or as soon thereafter as Council may determine, in the Council Chambers of City Hall.

You are required to deposit with the City Clerk, prior to public advertising, an amount equal to the estimated cost of advertising, which in this instance is \$400. We require this deposit by no later than 10:00 a.m., Wednesday, July 26, 2000, in order to proceed with the advertising. Once the actual cost of advertising is known, you will either be invoiced for or refunded the difference.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

Kelly Kloss  
City Clerk

/clr  
attchs.

c F. Wong, Parkland Community Planning Services  
Administrative Assistant, City Clerk's Office

Item No. 3

**DATE:** July 18, 2000**TO:** City Council**FROM:** City Clerk**RE:** (a) *Rosedale Meadows Outline Plan Amendment*(b) *Land Use Bylaw Amendment 3156/W-2000**Rosedale Meadows Development Ltd. / Rosedale Meadows - Phases 8 & 9***Background**

On July 17, 2000, Land Use Bylaw Amendment 3156/W-2000 was given first reading. A copy is attached.

Land Use Bylaw Amendment No. 3156/W-2000 was given first reading, a copy is attached. Bylaw Amendment No. 3156/W-2000 provides for the redesignation of land in Rosedale Meadows - Phases 8 & 9, from A1 Future Urban Development to R1N Residential (Narrow Lot) District, R2 Residential (Medium Density) District, R1 Residential (Low Density) District and P1 Parks and Recreation District. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan. These redesignations are being proposed in conjunction with the resolution passed agreeing to the amendments Rosedale Meadows Outline Plan.

The following resolution was passed agreeing to amend the Rosedale Meadows Outline Plan:

**Resolved that** Council of The City of Red Deer, having considered report from Parkland Community Planning Services dated July 10, 2000, re: Rosedale Meadows Outline Plan Amendment: Phases 8 & 9, hereby approves the Rosedale Meadows Outline Plan: Phases 8 & 9 amendment submitted with the above report and shown as attachment 2.

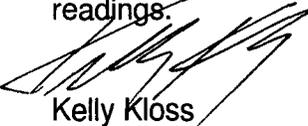
As the Rosedale Meadows Outline Plan is not a statutory plan and was not adopted by bylaw, it required only a Council resolution for amendment and no public advertising was required.

**Consultation Process**

A Public Hearing has been advertised for this bylaw, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers, during Council's regular meeting. In addition to the owner of the site, the owners of the properties bordering the site have been notified by letter of the Public Hearing.

**Recommendations**

That following the Public Hearing, Bylaw No. 3156/W-2000 may be given second and third readings.



Kelly Kloss  
City Clerk

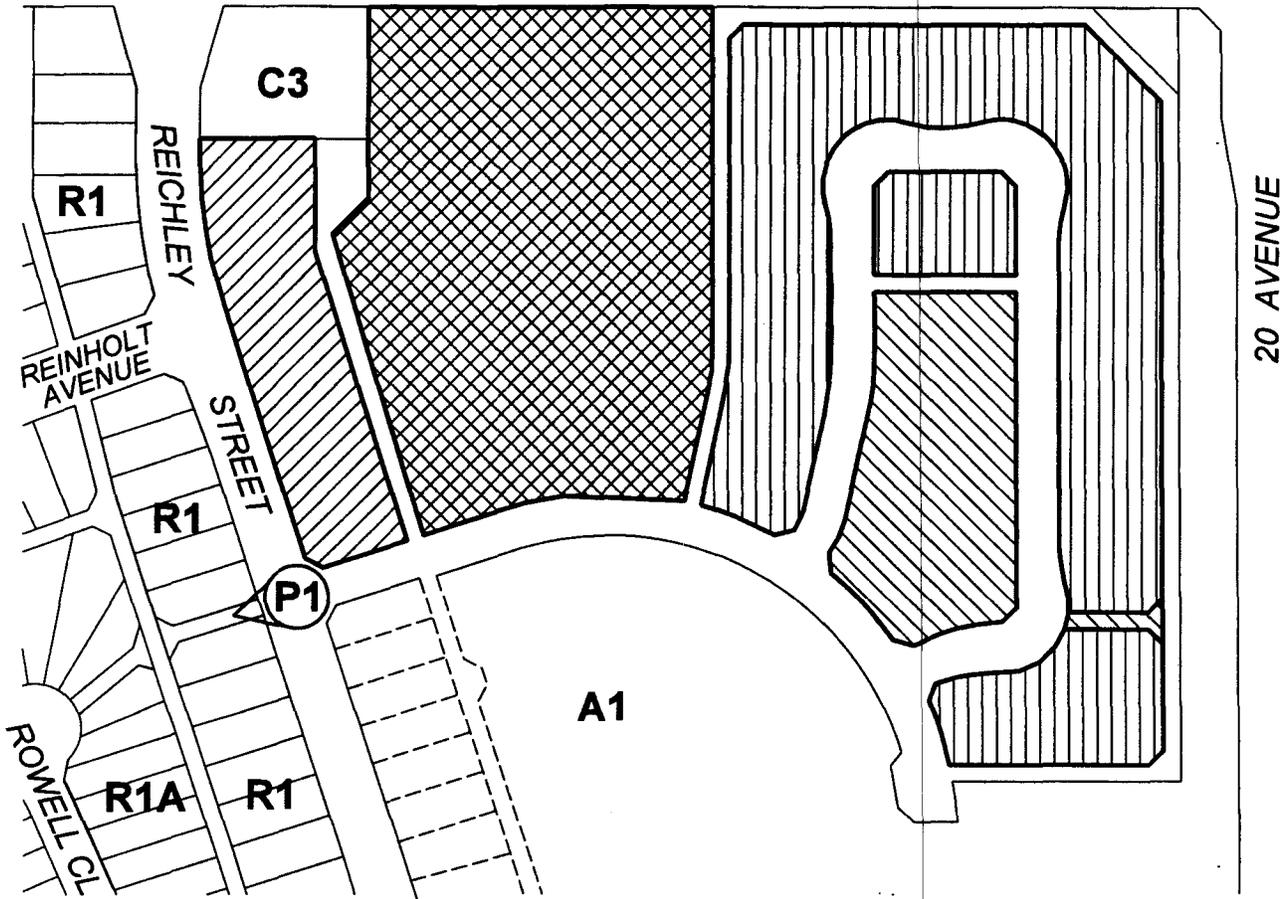
/clr  
attchs.

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT



55 STREET



Change from:

- A1 to R1 
- A1 to R1N 
- A1 to R2 
- A1 to P1 

### AFFECTED DISTRICTS:

- A1 - Future Urban Development
- R1 - Residential (Low Density)
- R1N - Residential Narrow Lot
- R2 - Residential (Medium Density)
- P1 - Parks & Recreation

MAP No. 21/2000

BYLAW No. 3156 / W- 2000

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** J. van der Bank, Planner  
**FROM:** Deputy City Clerk  
**RE:** (a) *Rosedale Meadows Outline Plan Amendment*  
(b) *Land Use Bylaw Amendment 3156/W-2000*  
*Rosedale Meadows Development Ltd. / Rosedale Meadows - Phases 8 & 9*

---

**Reference Report:**

City Clerk dated July 18, 2000 and two reports from Johan van der Bank dated July 10, 2000 and July 12, 2000

**Bylaw Readings:**

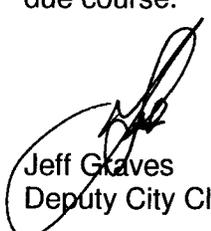
Bylaw No. 3156/W-2000 was given second and third reading. A copy is attached.

**Report Back to Council Required:** No

**Comments/Further Action:**

Land Use Bylaw Amendment No. 3156/W-2000 provides for the redesignation of land in Rosedale Meadows - Phases 8 & 9, from A1 Future Urban Development to R1N Residential (Narrow Lot) District, R2 Residential (Medium Density) District, R1 Residential (Low Density) District and P1 Parks and Recreation District. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan.

This office will now update the consolidated version of the Land Use Bylaw and distribute it in due course.

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
Administrative Assistant, City Clerk's Office

**BYLAW NO. 3156/W-2000**

Being a bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of the City of Red Deer.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. The "Land Use District Map L9" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use District Map No. 21/2000 attached hereto and forming part of the bylaw.

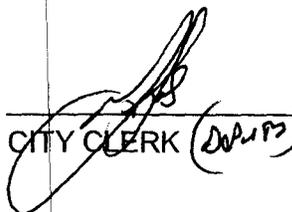
READ A FIRST TIME IN OPEN COUNCIL this **17th** day of **July** AD 2000.

READ A SECOND TIME IN OPEN COUNCIL this **14th** day of **August** AD 2000.

READ A THIRD TIME IN OPEN COUNCIL this **14th** day of **August** AD 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this **14th** day of **August** AD 2000.

  
MAYOR

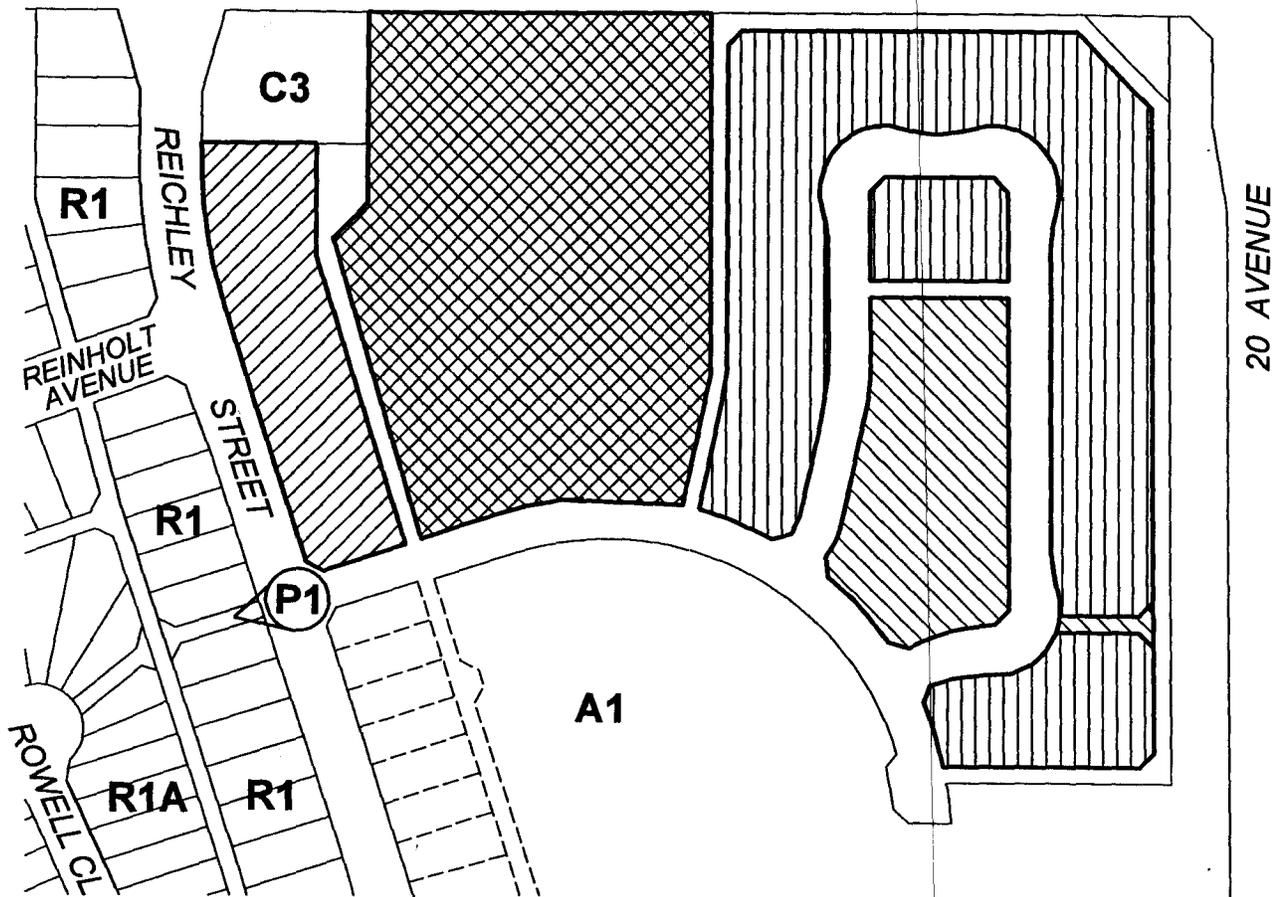
  
CITY CLERK (DWP)

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT



55 STREET



Change from:

- A1 to R1 
- A1 to R1N 
- A1 to R2 
- A1 to P1 

## AFFECTED DISTRICTS:

- A1 - Future Urban Development
- R1 - Residential (Low Density)
- R1N - Residential Narrow Lot
- R2 - Residential (Medium Density)
- P1 - Parks & Recreation

MAP No. 21/2000

BYLAW No. 3156 / W-2000



**Office of the City Clerk**

August 15, 2000

Ms. Dawn Bambrick  
UMA Engineering Ltd.  
2540 Kensington Road, NW  
Calgary, AB T2N 3S3

Fax. No. 270-0399

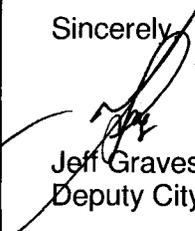
Dear Ms. Bambrick:

**Re: (a) Rosedale Meadows Outline Plan Amendment**  
**(b) Land Use Bylaw Amendment 3156/W-2000**  
**Rosedale Meadows Development Ltd. / Rosedale Meadows - Phases 8 & 9**

At the City of Red Deer's Council meeting held Monday, August 14, 2000, Council gave second and third reading to Land Use Bylaw Amendment No. 3156/W-2000, a copy is attached. Bylaw Amendment No. 3156/W-2000 provides for the redesignation of land in Rosedale Meadows - Phases 8 & 9, from A1 Future Urban Development to R1N Residential (Narrow Lot) District, R2 Residential (Medium Density) District, R1 Residential (Low Density) District and P1 Parks and Recreation District. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

  
Jeff Graves  
Deputy City Clerk

/fm

attchs.

c F. Wong, Parkland Community Planning Services  
Administrative Assistant, City Clerk's Office

**FILE**

\*\*\*\*\*  
 \*\*\* TX REPORT \*\*\*  
 \*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0088  
 CONNECTION TEL 14032700399  
 SUB-ADDRESS  
 CONNECTION ID  
 ST. TIME 08/16 08:51  
 USAGE T 01'03  
 PGS. 3  
 RESULT OK

**Office of the City Clerk**

August 15, 2000

Ms. Dawn Bambrick  
 UMA Engineering Ltd.  
 2540 Kensington Road, NW  
 Calgary, AB T2N 3S3

Fax. No. 270-0399

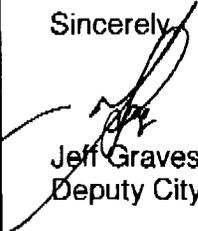
Dear Ms. Bambrick:

**Re: (a) Rosedale Meadows Outline Plan Amendment  
 (b) Land Use Bylaw Amendment 3156/W-2000  
 Rosedale Meadows Development Ltd. / Rosedale Meadows - Phases 8 & 9**

At the City of Red Deer's Council meeting held Monday, August 14, 2000, Council gave second and third reading to Land Use Bylaw Amendment No. 3156/W-2000, a copy is attached. Bylaw Amendment No. 3156/W-2000 provides for the redesignation of land in Rosedale Meadows - Phases 8 & 9, from A1 Future Urban Development to R1N Residential (Narrow Lot) District, R2 Residential (Medium Density) District, R1 Residential (Low Density) District and P1 Parks and Recreation District. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

  
 Jeff Graves  
 Deputy City Clerk

/fm



Box 5008  
 Red Deer, Alberta  
 T4N 3T4

*The City of Red Deer*





THE CITY OF RED DEER RECEIPT

RECEIVED FROM Rosedale Meadows \$ 400.00

00/07/24  
YY MM DD

THE SUM OF Four hundred — / — Dollars

DESCRIPTION Advert Deposit Phases 8 & 9

	Account Number (Business Unit.Object.Subsidiary)	Subledger	T	Asset ID No.	Amount
G.L. DIST	<u>59.9381</u>				<u>400.00</u>
G.L. DIST					
G.L. DIST					
G.L. DIST					
G.L. DIST					
G.L. DIST					
G.S.T.	<u>2.3210</u>				

GST Registration #R119311785

Not Valid Unless Machine Printed

DATE: July 19, 2000  
TO: Tony Woods, Graphics Coordinator  
FROM: Charlaine Rausch ,  
Administrative Assistant

RE: *Land Use Bylaw Amendment No. 3156/W-2000 - Rosedale Meadows -  
Phases 8 & 9*

---

FILE

I am enclosing a map of the site in question and ask that you please reduce the size to the appropriate size for advertising.

Thank you.



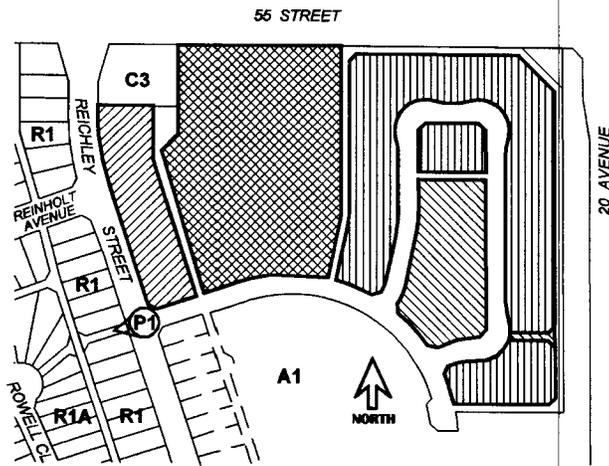
Charlaine Rausch  
Administrative Assistant

COST OF MAP PREPARATION:

\$ 34.30

  
July 19 / 00.

**FILE**



Change from:

A1 to R1		A1 to R2	
A1 to R1N		A1 to P1	

**ROSEDALE MEADOWS - PHASES 8 & 9  
LAND USE BYLAW AMENDMENT**

**FILE**

"Map"

The purpose of Land Use Bylaw 3156/W-2000 is to redesignate lands in Rosedale Meadows Phases 8 & 9 to accommodate development. Lands in the Northeast corner of the quarter section will be redesignated from A1 Future Urban Development to R1N Residential (Narrow Lot), R2 Residential (Medium Density), R1 Residential (Low Density) and P1 Parks and Recreation Districts. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan.

A copy of the proposed bylaw may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor of City Hall during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000 at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

Kelly Kloss  
City Clerk

(Publication Dates: July 28 & August 4, 2000)

**FILE**

**DATE:** July 19, 2000  
**TO:** Tony Woods, Graphics Coordinator  
**FROM:** Charlaine Rausch ,  
Administrative Assistant  
**RE:** *Land Use Bylaw Amendment No. 3156/W-2000 - Rosedale Meadows -  
Phases 8 & 9*

---

I am enclosing a map of the site in question and ask that you please reduce the size to the appropriate size for advertising.

Thank you.



Charlaine Rausch  
Administrative Assistant

COST OF MAP PREPARATION:

\$.....

**FILE**

**DATE:** July 19, 2000  
**TO:** Norma Lovell,  
Assessment  
**FROM:** Charlaine Rausch,  
City Clerk's Office  
**RE:** *Land Use Bylaw Amendment 3156/W-2000 - Rezoning in Rosedale  
Meadows - Phases 8 & 9*

---

Please provide me with the names and addresses of the subject property owners and all contiguous/adjacent property owners as outlined on the attached map.

It would be helpful if I could receive these addresses by Thursday, July 20, 2000 in order to process the letters within the required time period.

I have attached the map that appeared on the Council agenda, for your reference.

Thanks Norma.



Charlaine Rausch  
City Clerks' Office

/clr  
attchs.

# The City of Red Deer

## PROPOSED LAND USE BYLAW AMENDMENT

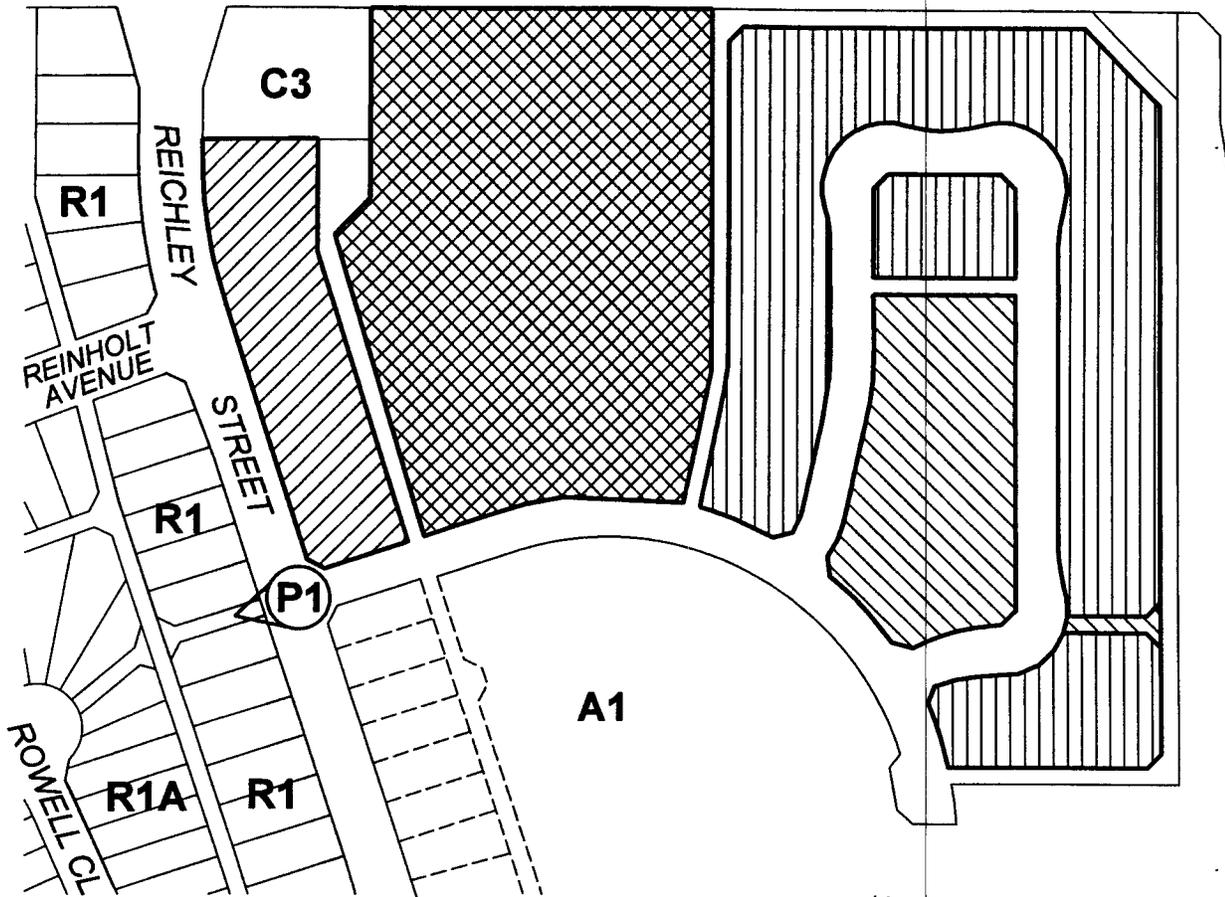
**FILE**



**NORTH**

55 STREET

20 AVENUE



### AFFECTED DISTRICTS:

A1 - Future Urban Development

R1 - Residential (Low Density)

R1N - Residential Narrow Lot

R2 - Residential (Medium Density)

P1 - Parks & Recreation

### Change from:

A1 to R1 

A1 to R1N 

A1 to R2 

A1 to P1 

MAP No. 21/2000

BYLAW No. 3156 / W-2000

**FILE**

**Office of the City Clerk**

July 20, 2000

**Bylaw No. 3156/W-2000**

«OwnerName»

«OwnerAdd1»

«OwnerAdd2»

Dear Sir/Madam:

**Re: Rezoning In Rosedale Meadows - Phases 8 & 9**

As a property owner adjacent to the above land, this letter is to inform you that Council of The City of Red Deer has given the first of three readings to Land Use Bylaw Amendment 3156/W-2000. The purpose of Land Use Bylaw 3156/W-2000 is to redesignate lands in Rosedale Meadows Phases 8 & 9 to accommodate development. Lands in the Northeast corner of the quarter section will be redesignated from A1 Future Urban Development to R1N Residential (Narrow Lot), R2 Residential (Medium Density), R1 Residential (Low Density) and P1 Parks and Recreation Districts. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan.

A copy of the bylaw may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor, City Hall, during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing, in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000, at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

If you have any questions, please contact me at (403) 342-8132.

Yours truly,



Jeff Graves  
Deputy City Clerk

/clr  
attch.



Box 5008  
Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

## Council Decision – Monday, July 17, 2000

**DATE:** July 18, 2000  
**TO:** J. van der Bank, Planner  
**FROM:** City Clerk  
**RE:** (a) *Rosedale Meadows Outline Plan Amendment*  
(b) *Land Use Bylaw Amendment 3156/W-2000*  
*Rosedale Meadows Development Ltd. / Rosedale Meadows - Phases 8 & 9*

---

**Reference Report:**

Two Reports from Johan van der Bank dated July 10, 2000 and report dated July 12, 2000

**Resolution:**

**Resolved that** Council of The City of Red Deer, having considered report from Parkland Community Planning Services dated July 10, 2000, re: Rosedale Meadows Outline Plan Amendment: Phases 8 & 9, hereby approves the Rosedale Meadows Outline Plan: Phases 8 & 9 amendment submitted with the above report and shown as attachment 2.

**Bylaw Readings:**

Bylaw No. 3156/W-2000 was given first reading. A copy is attached.

**Report Back to Council Required:** Yes

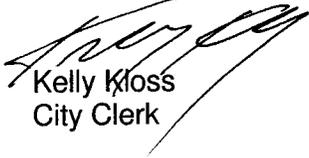
**Comments/Further Action:**

Land Use Bylaw Amendment No. 3156/W-2000 was given first reading, a copy is attached. Bylaw Amendment No. 3156/W-2000 provides for the redesignation of land in Rosedale Meadows - Phases 8 & 9, from A1 Future Urban Development to R1N Residential (Narrow Lot) District, R2 Residential (Medium Density) District, R1 Residential (Low Density) District and P1 Parks and Recreation District. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan. These redesignations are being proposed in conjunction with the resolution passed agreeing to the amendments Rosedale Meadows Outline Plan.

As the Rosedale Meadows Outline Plan is not a statutory plan and was not adopted by bylaw, it required only a Council resolution to amend it and no public advertising was required.

J. van der Bank, Planner  
July 18, 2000  
Page 2

A Public Hearing has been advertised for this bylaw, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers. Al-Terra Engineering has been advised, via letter, that they will be responsible for the advertising costs in this instance. I have attached a copy of that correspondence for your information.



Kelly Kloss  
City Clerk

/clr  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
~~Administrative Assistant, City Clerk's Office~~



Box 5008  
Red Deer, Alberta  
T4N 3T4

The City of Red Deer

## Office of the City Clerk

July 18, 2000

Ms. Dawn Bambrick  
UMA Engineering Ltd.  
2540 Kensington Road, NW  
Calgary, AB T2N 3S3

Fax. No. 270-0399

Dear Madam: *Dawn*

**Re: (a) Rosedale Meadows Outline Plan Amendment**  
**(b) Land Use Bylaw Amendment 3156/W-2000**  
**Rosedale Meadows Development Ltd. / Rosedale Meadows - Phases 8 & 9**

At the City of Red Deer's Council meeting held Monday, July 17, 2000, Council passed the following resolution agreeing to adopt the noted amendments to the Rosedale Meadows Outline Plan:

**Resolved that** Council of The City of Red Deer, having considered report from Parkland Community Planning Services dated July 10, 2000, re: Rosedale Meadows Outline Plan Amendment: Phases 8 & 9, hereby approves the Rosedale Meadows Outline Plan: Phases 8 & 9 amendment submitted with the above report and shown as attachment 2.

As the Rosedale Meadows Outline Plan is not a statutory plan and was not adopted by bylaw, it required only a Council resolution to amend it and no public advertising was required.

Land Use Bylaw Amendment No. 3156/W-2000 was given first reading, a copy is attached. Bylaw Amendment No. 3156/W-2000 provides for the redesignation of land in Rosedale Meadows - Phases 8 & 9, from A1 Future Urban Development to R1N Residential (Narrow Lot) District, R2 Residential (Medium Density) District, R1 Residential (Low Density) District and P1 Parks and Recreation District. The walkway from the proposed crescent to the 20<sup>th</sup> Avenue roadway is to be designated P1 Parks and Recreation District to secure the thoroughfare for a pedestrian and bicycle route in compliance with the East Hill Major Area Structure Plan. These redesignations are being proposed in conjunction with the resolution passed agreeing to the amendments to the Rosedale Meadows Outline Plan.

This office will now proceed with the advertising for a Public Hearing to be held on Monday, August 14, 2000 at 7:00 p.m., or as soon thereafter as Council may determine, in the Council Chambers of City Hall.

You are required to deposit with the City Clerk, prior to public advertising, an amount equal to the estimated cost of advertising, which in this instance is \$400. We require this deposit by no later than 10:00 a.m., Wednesday, July 26, 2000, in order to proceed with the advertising. Once the actual cost of advertising is known, you will either be invoiced for or refunded the difference.

Ms. Dawn Bambrick  
July 18, 2000  
Page 2

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,



Kelly Kloss  
City Clerk

/cl  
attchs.

c F. Wong, Parkland Community Planning Services  
**Administrative Assistant, City Clerk's Office**

Item No. 4

**DATE:** July 18, 2000  
**TO:** City Council  
**FROM:** City Clerk  
**RE:** *Davenport Quarter Section:*  
*(a) Land Use Bylaw Amendment 3156/Y-2000*  
*(b) Davenport Area Structure Plan Bylaw Amendment 3217/E-2000*

---

**Background**

On July 17, 2000, Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Amendment 3217/E-2000 were both given first readings. Copies are attached.

Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site. The utilities on site will be protected by an easement.

**Consultation Process**

Public Hearings have been advertised for the above noted bylaws, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers, during Council's regular meeting. In addition to the owner of the site, the owners of the properties bordering the site have been notified by letter of the Public Hearing.

**Recommendations**

That following the Public Hearing:

1. Land Use Bylaw Amendment 3156/Y-2000, and
2. Davenport Area Structure Plan Bylaw Amendment 3217/E-2000,

may be given second and third readings.

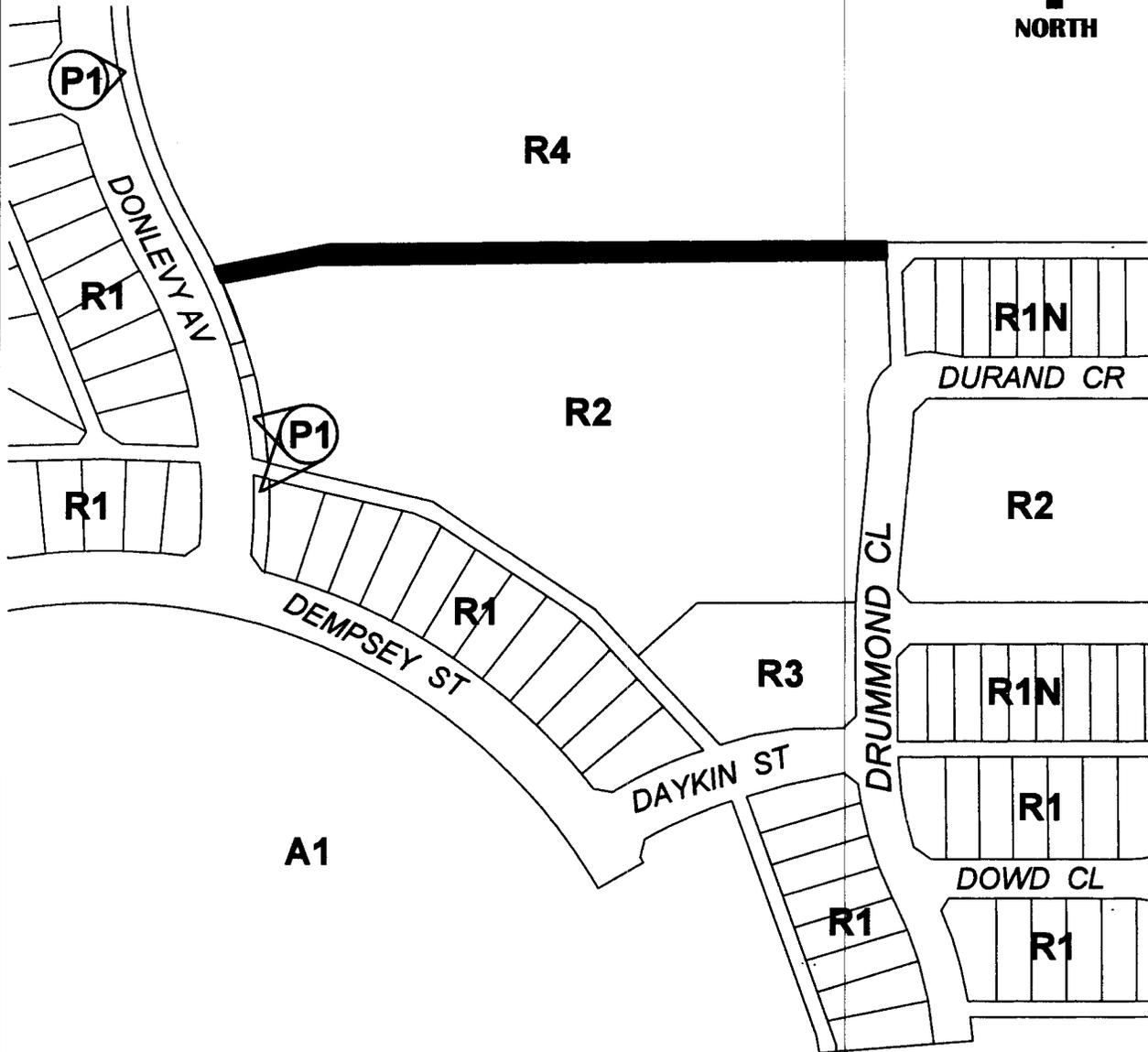


Kelly Kloss  
City Clerk

/clr  
attchs.

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

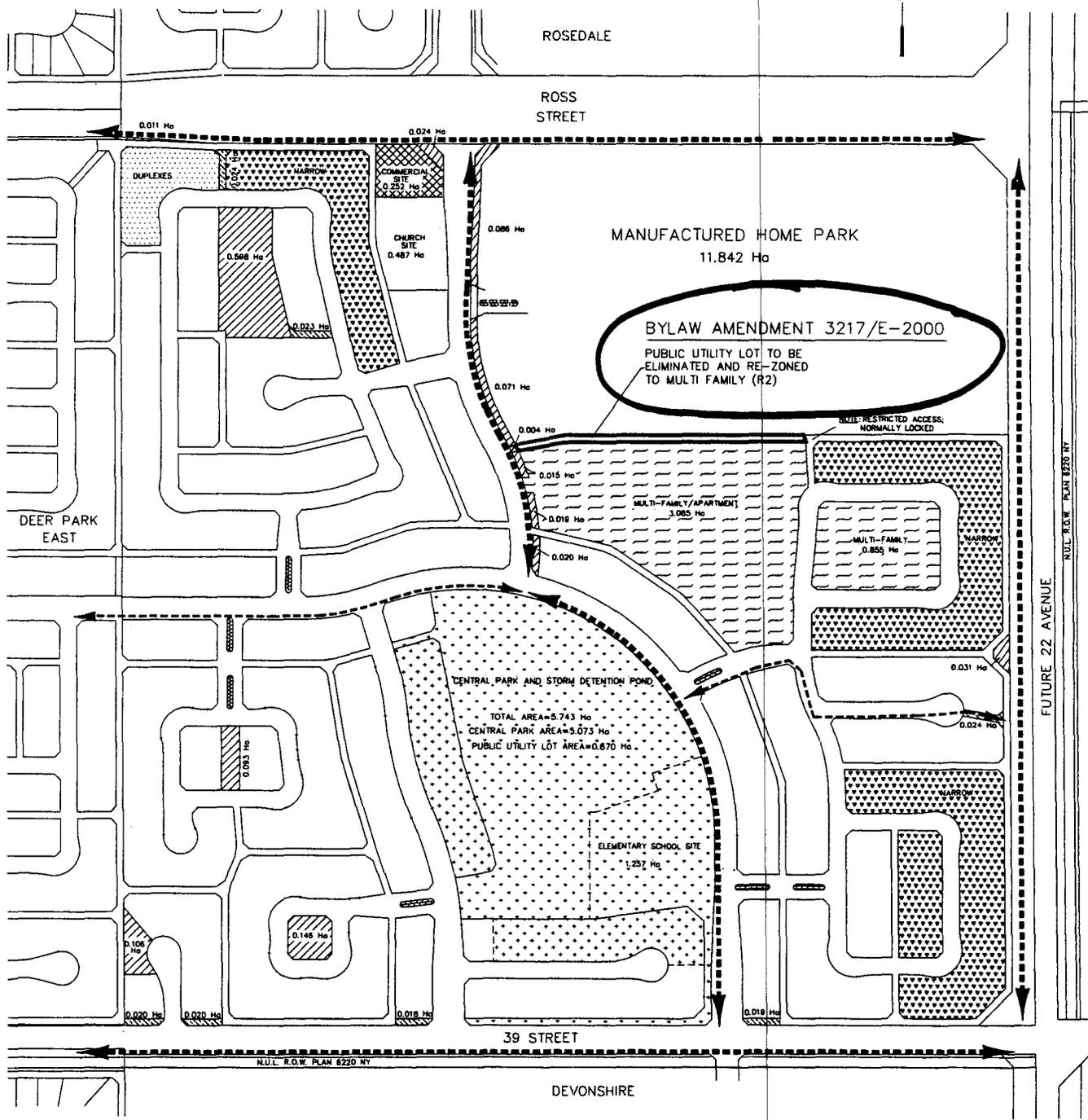
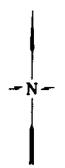


**AFFECTED DISTRICTS:**  
PUL - Public Utility Lot  
R2 - Residential (Medium Density)

Change from:  
PUL to R2 

MAP No. 23/2000  
BYLAW No. 3156 / Y- 2000

# DEER PARK EAST AREA STRUCTURE PLAN



**FIGURE 4  
DEVELOPMENT CONCEPT**

SCALE 1:5000

REVISED SEPT 22/98  
 REVISED JAN 21/00  
 REVISED MAR 30/00  
 REVISED APR 20/00  
 REVISED MAY 30/00  
 REVISED JULY 7/00

- LEGEND:
- SINGLE FAMILY - DETACHED (R1)
  - SINGLE FAMILY - NARROW (R1-N)
  - SEMI-DETACHED (DUPLEXES) (R1-A)
  - MULTI-FAMILY (R2/R3)
  - TWO STOREY WALKOUT BASEMENTS (R1)
  - CENTRAL PARK
  - COMMERCIAL
  - PUBLIC UTILITY LOTS
  - WALKWAYS AND LOCAL PARKS
  - MAJOR WALKWAYS AND BIKE PATHS
  - MINOR WALKWAYS AND BIKE PATHS

**AL-TERRA**  
 ENGINEERING LTD.  
 EDMONTON RED DEER

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** F. Wong, Planning Assistant  
**FROM:** Deputy City Clerk  
**RE:** (a) *Land Use Bylaw Amendment 3156/Y-2000*  
(b) *Davenport Area Structure Plan Bylaw Amendment 3217/E-2000*  
*Davenport Quarter Section*

---

**Reference Report:** City Clerk dated July 18, 2000 and F. Wong, Planning Assistant, dated July 10, 2000

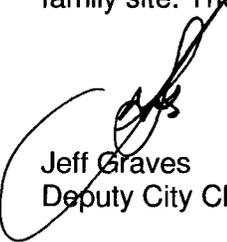
**Bylaw Readings:**

Land Use Bylaw Amendment 3156/Y-2000 and Bylaw No. 3217/E-2000 were both given second and third readings. Copies are attached.

**Report Back to Council Required:** No

**Comments/Further Action:**

Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site. The utilities on site will be protected by an easement.

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
Administrative Assistant, City Clerk's Office

**BYLAW NO. 3156/Y-2000**

Being a bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of the City of Red Deer.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The "Use District Map L8" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use District Map No. 23/2000 attached hereto and forming part of the bylaw.

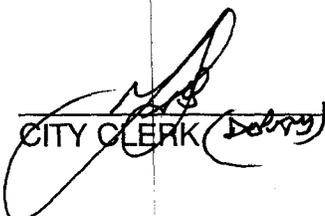
READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

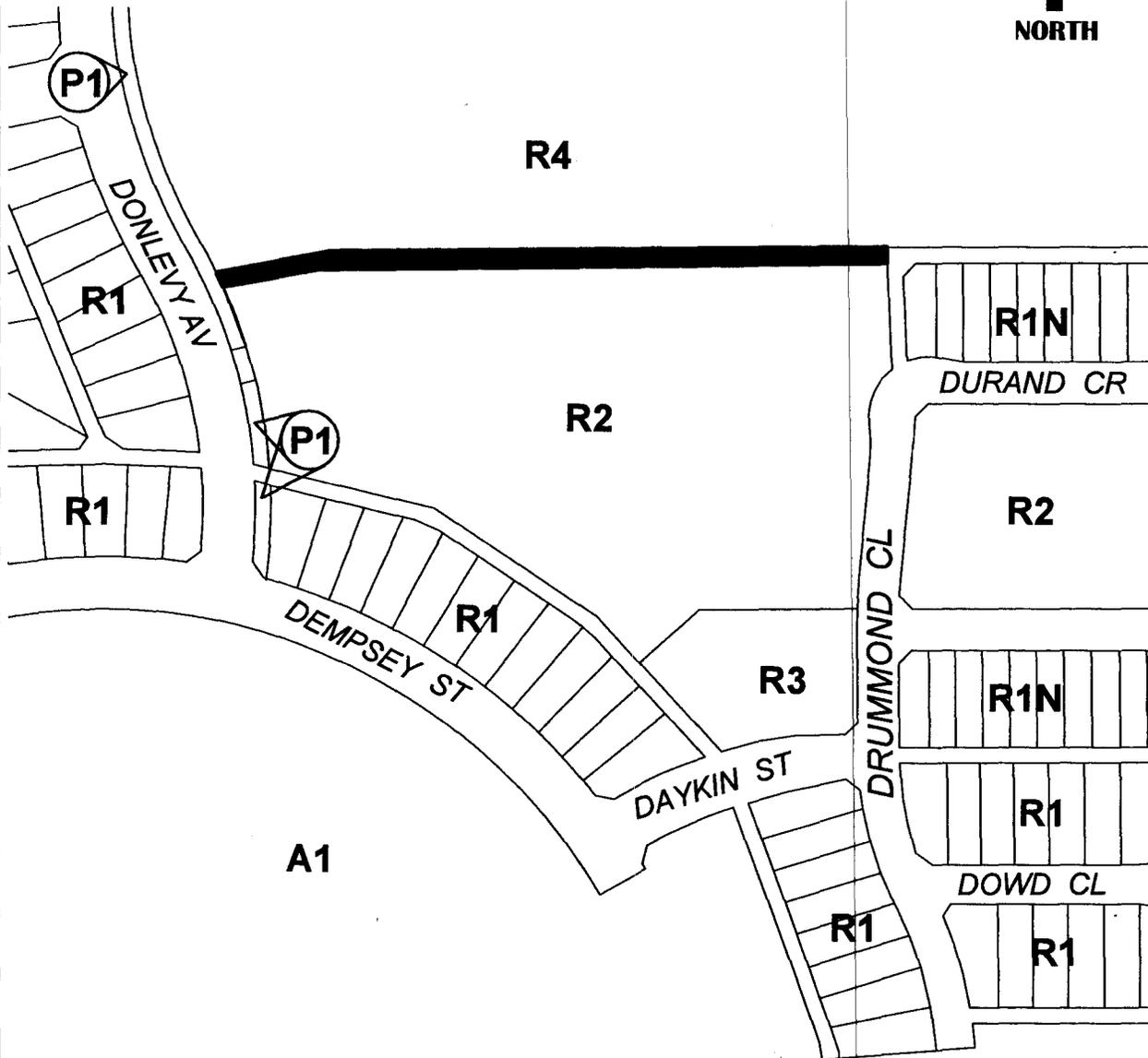
AND SIGNED BY THE MAYOR AND CITY CLERK this 14th day of August A.D. 2000.

  
MAYOR

  
CITY CLERK (Delroy)

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT



## AFFECTED DISTRICTS:

*PUL - Public Utility Lot*

*R2 - Residential (Medium Density)*

*Change from:*

*PUL to R2*



*MAP No. 23/2000*

*BYLAW No. 3156 / Y- 2000*

**BYLAW NO. 3217/E-2000**

Being a bylaw of The City of Red Deer to amend Bylaw No. 3217/98, the Bylaw adopting The City of Red Deer Neighbourhood Area Structure Plans.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. Bylaw 3217/98 is hereby amended by deleting the Public Utility Lot on the attached map from Figures 4, 6, 7, 8, 9, and 10 in the Deer Park Neighbourhood Area Structure Plan.

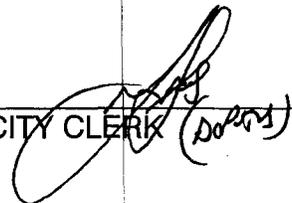
READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

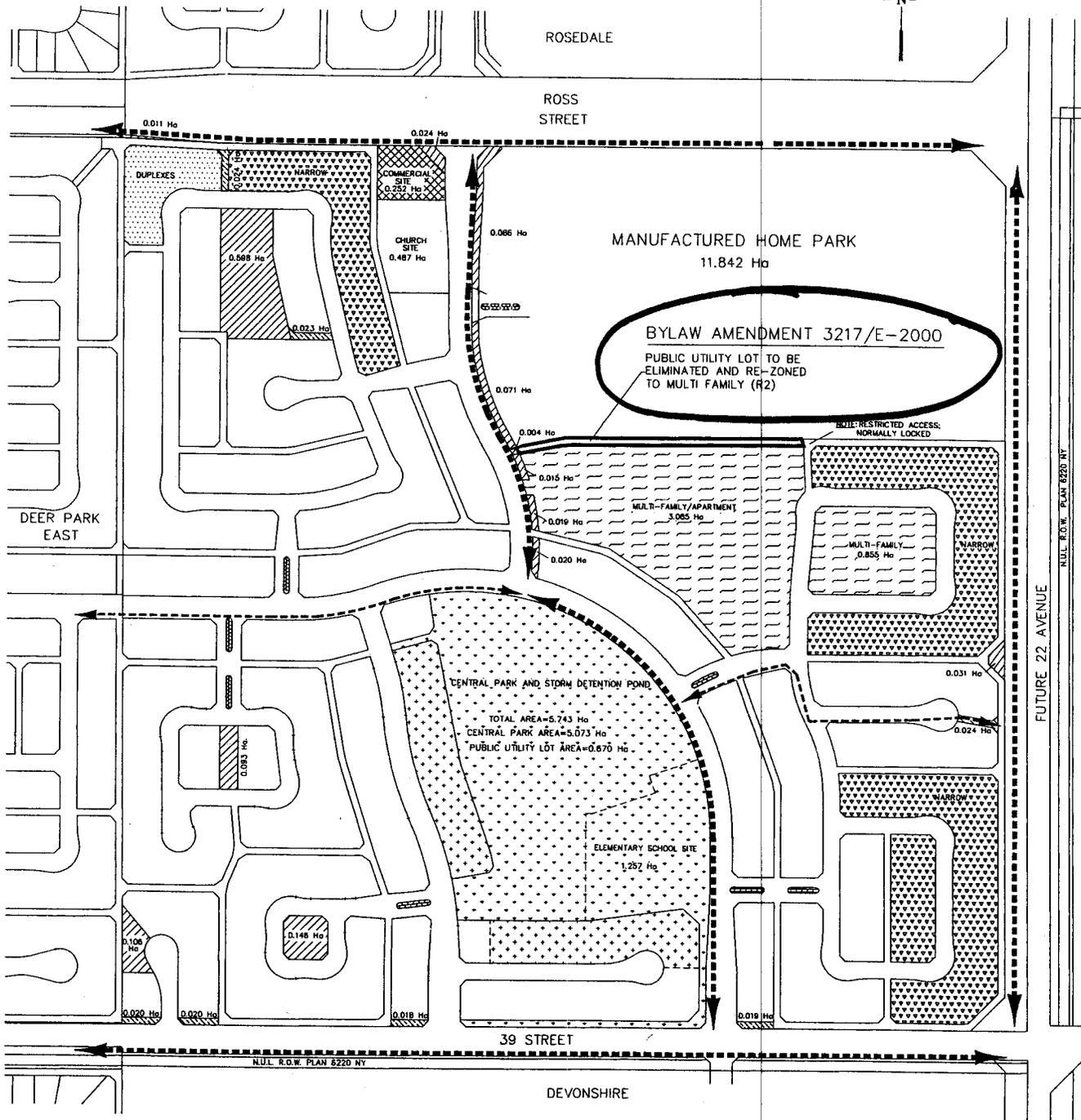
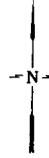
READ A THIRD TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this 14th day of August A.D. 2000.

  
MAYOR

  
CITY CLERK (DOWNS)

# DEER PARK EAST AREA STRUCTURE PLAN



**FIGURE 4  
DEVELOPMENT CONCEPT**

SCALE 1:5000

REVISED SEPT 22/98  
 REVISED JAN 21/00  
 REVISED MAR 30/00  
 REVISED APR 20/00  
 REVISED MAY 30/00  
 REVISED JULY 7/00

- LEGEND:
- SINGLE FAMILY - DETACHED (R1)
  - SINGLE FAMILY - NARROW (R1-N)
  - SEMI-DETACHED (DUPLEXES) (R1-A)
  - MULTI-FAMILY (R2/R3)
  - TWO STOREY WALKOUT BASEMENTS (R1)
  - CENTRAL PARK
  - COMMERCIAL
  - PUBLIC UTILITY LOTS
  - WALKWAYS AND LOCAL PARKS
  - MAJOR WALKWAYS AND BIKE PATHS
  - MINOR WALKWAYS AND BIKE PATHS

**AL-TERRA**  
 ENGINEERING LTD.  
 EDMONTON RED DEER



Box 5008

Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**FILE**

**Office of the City Clerk**

August 15, 2000

Mr. Martin Broks  
Al-Terra Engineering  
202, 4708 Gaetz Avenue  
Red Deer, AB T4N 4A1

Fax No. 340-3038

Dear Sir:

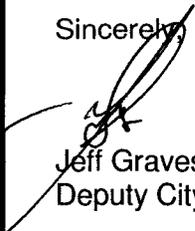
**Re: (a) Land Use Bylaw Amendment 3156/Y-2000**  
**(b) Davenport Area Structure Plan Bylaw Amendment 3217/E-2000**  
**Davenport Quarter Section**

At the City of Red Deer's Council meeting held Monday, August 14, 2000, second and third reading was given to Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000. Copies of both bylaws are attached for your information.

Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c F. Wong, Parkland Community Planning Services  
Administrative Assistant, City Clerk's Office

\*\*\*\*\*  
 \*\*\* TX REPORT \*\*\*  
 \*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0089  
 CONNECTION TEL 3403038  
 SUB-ADDRESS  
 CONNECTION ID  
 ST. TIME 08/16 08:58  
 USAGE T 01'15  
 PGS. 2  
 RESULT OK

**Office of the City Clerk**

August 15, 2000

Mr. Martin Broks  
 Al-Terra Engineering  
 202, 4708 Gaetz Avenue  
 Red Deer, AB T4N 4A1

Fax No. 340-3038

Dear Sir:

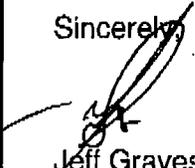
**Re: (a) Land Use Bylaw Amendment 3156/Y-2000  
 (b) Davenport Area Structure Plan Bylaw Amendment 3217/E-2000  
 Davenport Quarter Section**

At the City of Red Deer's Council meeting held Monday, August 14, 2000, second and third reading was given to Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000. Copies of both bylaws are attached for your information.

Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

  
 Jeff Graves  
 Deputy City Clerk

/fm  
 attchs.



Box 5008  
 Red Deer, Alberta  
 T4N 3T4

*The City of Red Deer*

**LUB 3156/Y-2000  
DAVENPORT NASP  
BYLAW AMENDMENT 3217/E-2000**

DESCRIPTION: Amendment to LUB to redesignate land from PUL to R2 and related NASP amendment

FIRST READING: July 17<sup>th</sup>

DATE OF FIRST PUBLICATION: July 28<sup>th</sup>

DATE OF SECOND PUBLICATION: August 4<sup>th</sup>

PUBLIC HEARING AND SECOND READING: August 14<sup>th</sup>, 7:00 p.m.

THIRD READING: \_\_\_\_\_

LETTERS REQUIRED TO PROPERTY OWNERS: YES

DEPOSIT REQUIRED: Yes (Al-Terra Engineering) ✓

ACTUAL COST OF ADVERTISING: \$ 464.64

MAP PREPARATION: \$ 34.30

TOTAL \$ 498.94  
400. -

REFUND \_\_\_\_\_ INVOICE ✓ \_\_\_\_\_ \$ 98.94



**THE CITY OF RED DEER**  
City Clerk's Department Payment Receipt

00 | 07 | 26  
Year Month Day

Name: AL- TERRA US61N02211X. Reference: BYKHA-32398-2000

NOT VALID ULESS MACHINE PRINTED HERE

ITEM	Account Number (Cost Centre.Object.Subeldiary)	Subledger	T	Asset ID No.	Amount
L.U.B. Advert	59.5901				400.00
D.A.B. Fee	54.5722				
D.A.B. Advert	54.5901				
GST. REGISTRATION # R119311785				<b>TOTAL</b>	400.00

07/26/00 1:41PM 251#0778 A

SUNDRY \$400.00  
CHECK \$400.00



**THE CITY OF RED DEER**  
City Clerk's Department Payment Receipt

00 | 07 | 26  
Year Month Day

Name: AL- TERRA US61N02211X. Reference: BYKHA-32398-2000

NOT VALID ULESS MACHINE PRINTED HERE

ITEM	Account Number (Cost Centre.Object.Subeldiary)	Subledger	T	Asset ID No.	Amount
L.U.B. Advert	59.5901				400.00
D.A.B. Fee	54.5722				
D.A.B. Advert	54.5901				
GST. REGISTRATION # R119311785				<b>TOTAL</b>	400.00

07/26/00 1:42PM 251#0779 A

SUNDRY \$400.00  
CHECK \$400.00

**FILE**

**DATE:** July 19, 2000  
**TO:** Tony Woods, Graphics Coordinator  
**FROM:** Charlaine Rausch ,  
Administrative Assistant  
**RE:** *Land Use Bylaw Amendment No. 3156/Y-2000 and Davenport  
Neighbourhood Area Structure Plan Amendment 3217/E-2000*

---

I am enclosing a map of the site in question and ask that you please reduce the size to the appropriate size for advertising.

Thank you.



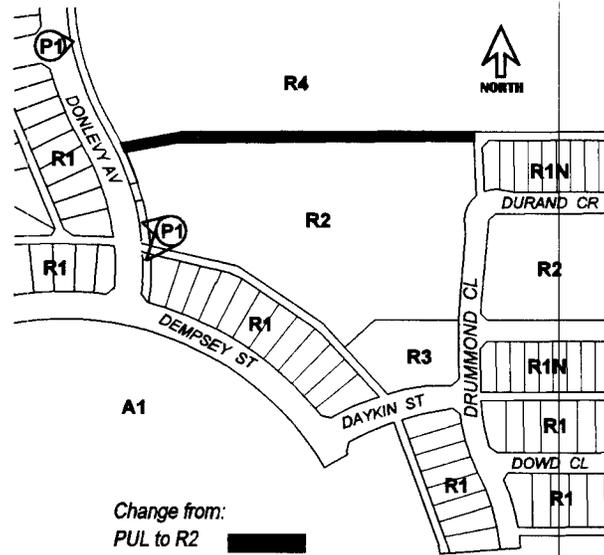
Charlaine Rausch  
Administrative Assistant

COST OF MAP PREPARATION:

\$.....34.30.....

~~34.30~~  
July 19/00.

**FILE**



**FILE**

**DEER PARK NORTHEAST  
LAND USE BYLAW AMENDMENT  
DAVENPORT NEIGHBOURHOOD AREA STRUCTURE PLAN  
AMENDMENT**

"Map"

The Neighbourhood Area Structure Plan that determines the layout of the Davenport Neighbourhood in Deer Park Northeast is being changed. This minor change will incorporate a public utility lot into an already approved multiple family lot. The location of the public utility lot is shown on the above map.

The purpose of Land Use Bylaw 3156/Y-2000 is to redesignate the land from a public utility lot to R2 Residential (Medium Density) District.

A copy of proposed Land Use Bylaw No. 3156/Y-2000 and Area Structure Plan Bylaw Amendment No. 3217/E-2000 may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor of City Hall during regular office hours.

Prior to considering these bylaws, City Council will hold Public Hearings in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000 at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

Kelly Kloss  
City Clerk

(Publication Dates: July 28 & August 4, 2000)

**FILE**

**DATE:** July 19, 2000  
**TO:** Tony Woods, Graphics Coordinator  
**FROM:** Charlaine Rausch ,  
Administrative Assistant  
**RE:** *Land Use Bylaw Amendment No. 3156/Y-2000 and Davenport  
Neighbourhood Area Structure Plan Amendment 3217/E-2000*

---

I am enclosing a map of the site in question and ask that you please reduce the size to the appropriate size for advertising.

Thank you.



Charlaine Rausch  
Administrative Assistant

COST OF MAP PREPARATION:

\$.....

**FILE**

**DATE:** July 19, 2000

**TO:** Norma Lovell,  
Assessment

**FROM:** Charlaine Rausch,  
City Clerk's Office

**RE:** *Land Use Bylaw Amendment 3156/Y-2000 and Davenport Neighbourhood  
Area Structure Plan Bylaw Amendment 3217/E-2000*

---

Please provide me with the names and addresses of the subject property owners and all contiguous/adjacent property owners as outlined on the attached map.

It would be helpful if I could receive these addresses by Thursday, July 20, 2000 in order to process the letters within the required time period.

I have attached the map that appeared on the Council agenda, for your reference.

Thanks Norma.

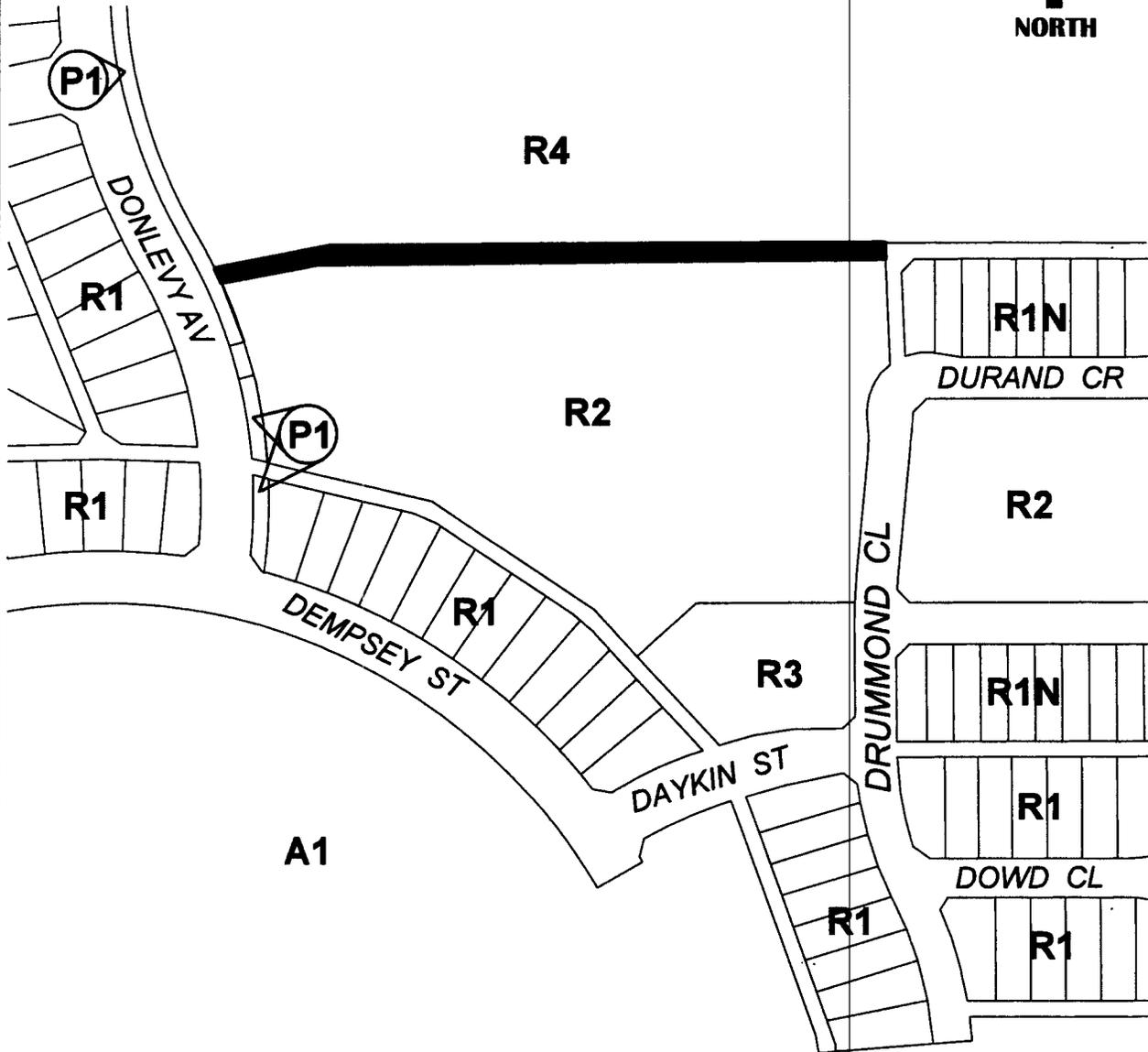


Charlaine Rausch  
City Clerks' Office

/clr  
attchs.

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

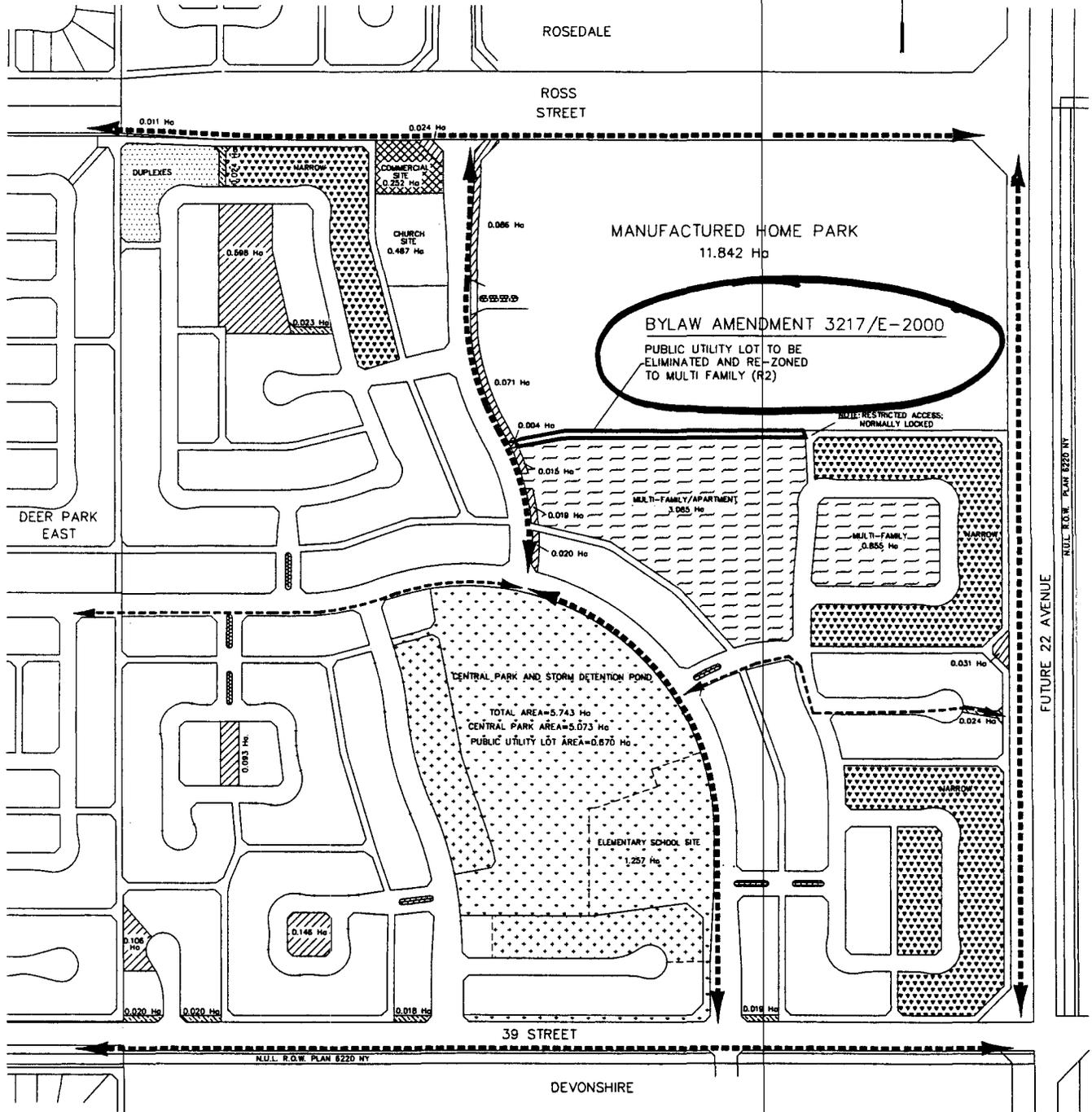
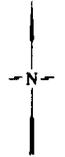


**AFFECTED DISTRICTS:**  
 PUL - Public Utility Lot  
 R2 - Residential (Medium Density)

Change from:  
 PUL to R2 

MAP No. 23/2000  
 BYLAW No. 3156 / Y- 2000

# DEER PARK EAST AREA STRUCTURE PLAN



**FIGURE 4  
DEVELOPMENT CONCEPT**

SCALE 1:5000

REVISED SEPT 22/98  
 REVISED JAN 21/00  
 REVISED MAR 30/00  
 REVISED APR 20/00  
 REVISED MAY 30/00  
 REVISED JULY 7/00

- LEGEND:
- SINGLE FAMILY - DETACHED (R1)
  - SINGLE FAMILY - NARROW (R1-N)
  - SEMI-DETACHED (DUPLICES) (R1-A)
  - MULTI-FAMILY (R2/R3)
  - TWO STOREY WALKOUT BASEMENTS (R1)
  - CENTRAL PARK
  - COMMERCIAL
  - PUBLIC UTILITY LOTS
  - WALKWAYS AND LOCAL PARKS
  - MAJOR WALKWAYS AND BIKE PATHS
  - MINOR WALKWAYS AND BIKE PATHS

**AL-TERRA**  
 ENGINEERING LTD.  
 EDMONTON RED DEER

**FILE**

**Office of the City Clerk**  
July 20, 2000

**Bylaw No. 3156/Y-2000**  
**Bylaw No. 3217/E-2000**

«OwnerName»  
«OwnerAdd1»  
«OwnerAdd2»

Dear Sir/Madam:

**Re: *Davenport Neighbourhood Area Structure Plan Amendment & Land Use Bylaw Amendment - Deer Park Northeast***

---

As an adjacent property owner to the land shown on the attached map, this letter is to inform you that Council of The City of Red Deer has given the first of three readings to Land Use Bylaw Amendment 3156/Y-2000 and Neighbourhood Area Structure Plan Bylaw Amendment 3217/E-2000.

The Davenport Neighbourhood Area Structure Plan determines the layout of the Davenport Neighbourhood in Deer Park Northeast and is being changed. This minor change will incorporate a public utility lot into an already approved multiple family lot. The location of the public utility lot is shown on the attached map.

The purpose of Land Use Bylaw 3156/Y-2000 is to redesignate the land from a public utility lot to R2 Residential (Medium Density) District.

Copies of the bylaws may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor, City Hall, during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing, in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000, at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

If you have any questions, please contact me at (403) 342-8132.

Yours truly,



Jeff Graves  
Deputy City Clerk

/clr  
attch.



Box 5008  
Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**Office of the City Clerk**

July 18, 2000

Mr. Martin Broks  
Al-Terra Engineering  
202, 4708 Gaetz Avenue  
Red Deer, AB T4N 4A1

Fax No. 340-3038  
Faxed July 18, 2000

Dear Sir:

**Re: (a) Land Use Bylaw Amendment 3156/Y-2000**  
**(b) Davenport Area Structure Plan Bylaw Amendment 3217/E-2000**  
**Davenport Quarter Section**

At the City of Red Deer's Council meeting held Monday, July 17, 2000, first reading was given to Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000. Copies of both bylaws are attached for your information.

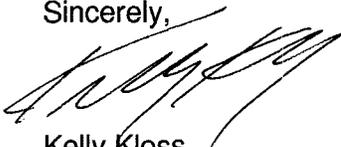
Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site.

This office will now proceed with the advertising for a Public Hearing to be held on Monday, August 14, 2000 at 7:00 p.m., or as soon thereafter as Council may determine, in the Council Chambers of City Hall.

You are required to deposit with the City Clerk, prior to public advertising, an amount equal to the estimated cost of advertising, which in this instance is \$400. We require this deposit by no later than 10:00 a.m., Wednesday, July 26, 2000, in order to proceed with the advertising. Once the actual cost of advertising is known, you will either be invoiced for or refunded the difference.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,



Kelly Kloss  
City Clerk

/clr  
attchs.

c F. Wong, Parkland Community Planning Services  
**Administrative Assistant, City Clerk's Office**



Box 5008  
Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

## Council Decision – Monday, July 17, 2000

**DATE:** July 18, 2000  
**TO:** F. Wong, Planning Assistant  
**FROM:** City Clerk  
**RE:** (a) *Land Use Bylaw Amendment 3156/Y-2000*  
(b) *Davenport Area Structure Plan Bylaw Amendment 3217/E-2000*

### *Davenport Quarter Section*

---

**Reference Report:** F. Wong, Planning Assistant, dated July 10, 2000

**Bylaw Readings:**

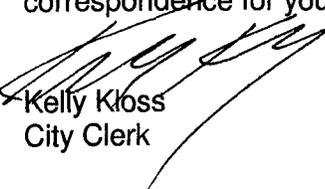
Land Use Bylaw Amendment 3156/Y-2000 and Bylaw No. 3217/E-2000 were both given first readings. Copies are attached.

**Report Back to Council Required:** Yes

**Comments/Further Action:**

Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site. The utilities on site will be protected by an easement.

Public Hearings have been advertised for these bylaws, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers. Al-Terra Engineering has been advised, via letter, that they will be responsible for the advertising costs in this instance. I have attached a copy of that correspondence for your information.

  
Kelly Kloss  
City Clerk

/clr  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
Administrative Assistant, City Clerk's Office

Item No. 5

**DATE:** July 18, 2000  
**TO:** City Council  
**FROM:** City Clerk  
**RE:** *Land Use Bylaw Amendment 3156/Z-2000, Late Night Clubs  
Commercial Entertainment Facilities*

---

***Background***

On July 17<sup>th</sup>, Land Use Bylaw Amendment No. 3156/Z-2000 was given first reading.

Land Use Bylaw 3156/Z-2000 provides for regulations commercial entertainment facilities.

***Consultation Process***

A Public Hearing has been advertised for the above noted Land Use Bylaw Amendment, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers, during Council's regular meeting.

***Recommendations***

That following the Public Hearing, Land Use Bylaw Amendment 3156/Z-2000 may be given second and third readings.



Kelly Kloss  
City Clerk

/clr  
attchs.

Date: July 14, 2000

To: Kelly Kloss, City Clerk

From: Lowell Hodgson, Acting City Manager

Re: Late Night Clubs

---

City administration has received a number of concerns from the Downtown Business Association and members of the public with respect to recent licensing of Late Night Clubs.

The concerns have focused on the noise that emanates from the Clubs throughout the night as well as on the litter and vandalism perceived to be associated with patrons of such clubs. We have had complaints of noise from residents of the new Medican Building on Taylor Drive which indicates how loud the music at some of these clubs can be.

At the moment, Late Night Clubs come under the category of "Commercial Entertainment Facility" in the Land Use Bylaw, which is a permitted use in both C1 AND C1A districts. As a result, when an application is made the administration has no option but to issue a permit.

It appears that if these Clubs are left unregulated, this type of activity will be a real source of problem for downtown residents as well as the downtown business community.

A committee is being struck to review the matter as a whole. If Council wishes to regulate these Clubs pending receipt of the committee's recommendations, Council could consider passing one or both of the following options (draft bylaws are attached):

- (a) amending the Land Use Bylaw to make Commercial Entertainment Facilities a discretionary use in all districts;
- (b) enacting a bylaw to license and regulate Late Night Clubs.



Lowell Hodgson

**FILE**

**DEER PARK NORTHEAST  
LAND USE BYLAW AMENDMENT  
DAVENPORT NEIGHBOURHOOD AREA STRUCTURE PLAN  
AMENDMENT**

"Map"

The Neighbourhood Area Structure Plan that determines the layout of the Davenport Neighbourhood in Deer Park Northeast is being changed. This minor change will incorporate a public utility lot into an already approved multiple family lot. The location of the public utility lot is shown on the above map.

The purpose of Land Use Bylaw 3156/Y-2000 is to redesignate the land from a public utility lot to R2 Residential (Medium Density) District.

A copy of proposed Land Use Bylaw No. 3156/Y-2000 and Area Structure Plan Bylaw Amendment No. 3217/E-2000 may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor of City Hall during regular office hours.

Prior to considering these bylaws, City Council will hold Public Hearings in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000 at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

Kelly Kloss  
City Clerk

(Publication Dates: July 28 & August 4, 2000)

**FILE**

**DATE:** July 19, 2000

**TO:** Tony Woods, Graphics Coordinator

**FROM:** Charlaine Rausch ,  
Administrative Assistant

**RE:** *Land Use Bylaw Amendment No. 3156/Y-2000 and Davenport  
Neighbourhood Area Structure Plan Amendment 3217/E-2000*

---

I am enclosing a map of the site in question and ask that you please reduce the size to the appropriate size for advertising.

Thank you.



Charlaine Rausch  
Administrative Assistant

COST OF MAP PREPARATION:

\$.....

**FILE**

**DATE:** July 19, 2000

**TO:** Norma Lovell,  
Assessment

**FROM:** Charlaine Rausch,  
City Clerk's Office

**RE:** *Land Use Bylaw Amendment 3156/Y-2000 and Davenport Neighbourhood  
Area Structure Plan Bylaw Amendment 3217/E-2000*

---

Please provide me with the names and addresses of the subject property owners and all contiguous/adjacent property owners as outlined on the attached map.

It would be helpful if I could receive these addresses by Thursday, July 20, 2000 in order to process the letters within the required time period.

I have attached the map that appeared on the Council agenda, for your reference.

Thanks Norma.

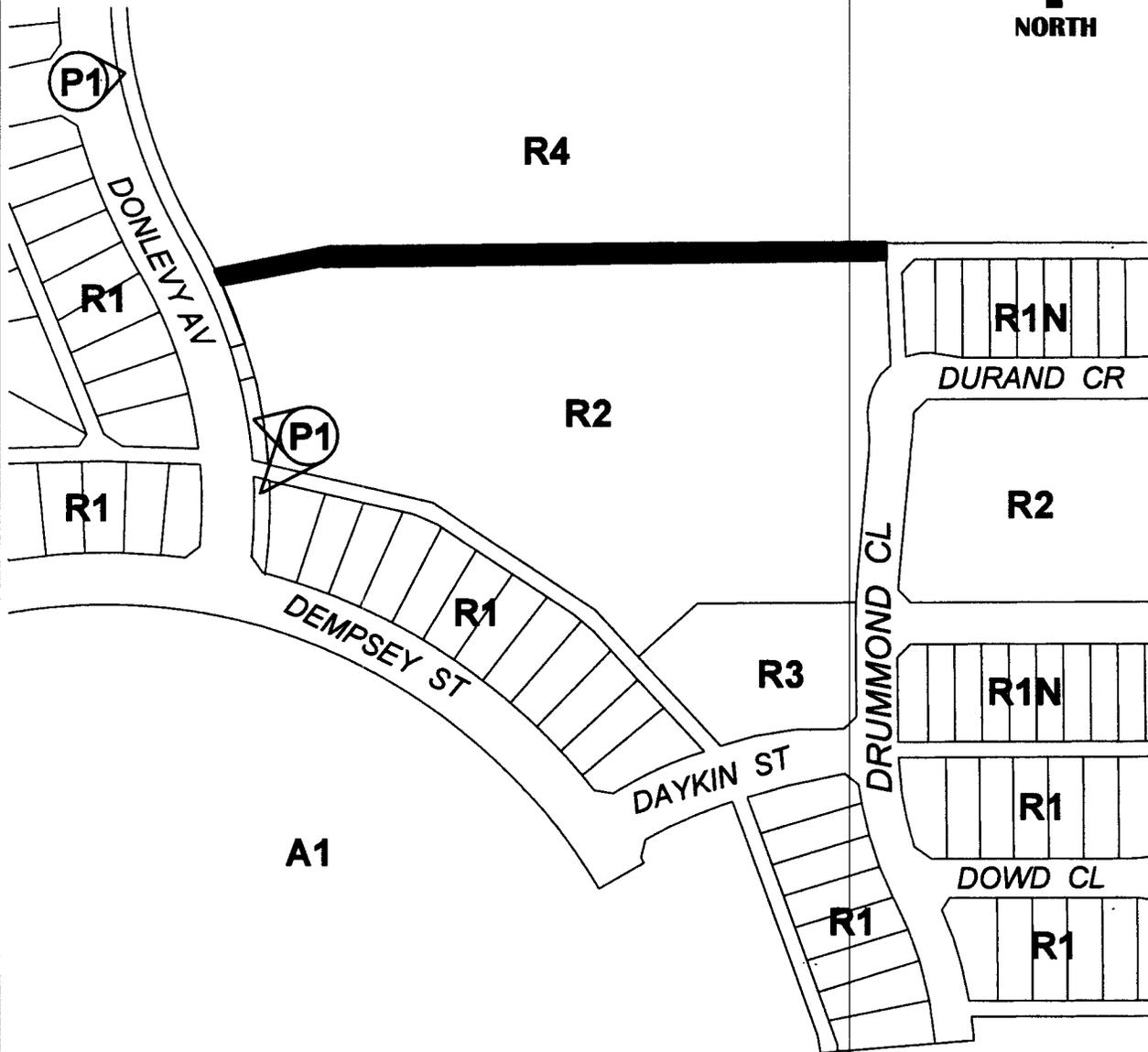


Charlaine Rausch  
City Clerks' Office

/clr  
attchs.

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT



**AFFECTED DISTRICTS:**

*PUL - Public Utility Lot*

*R2 - Residential (Medium Density)*

*Change from:*

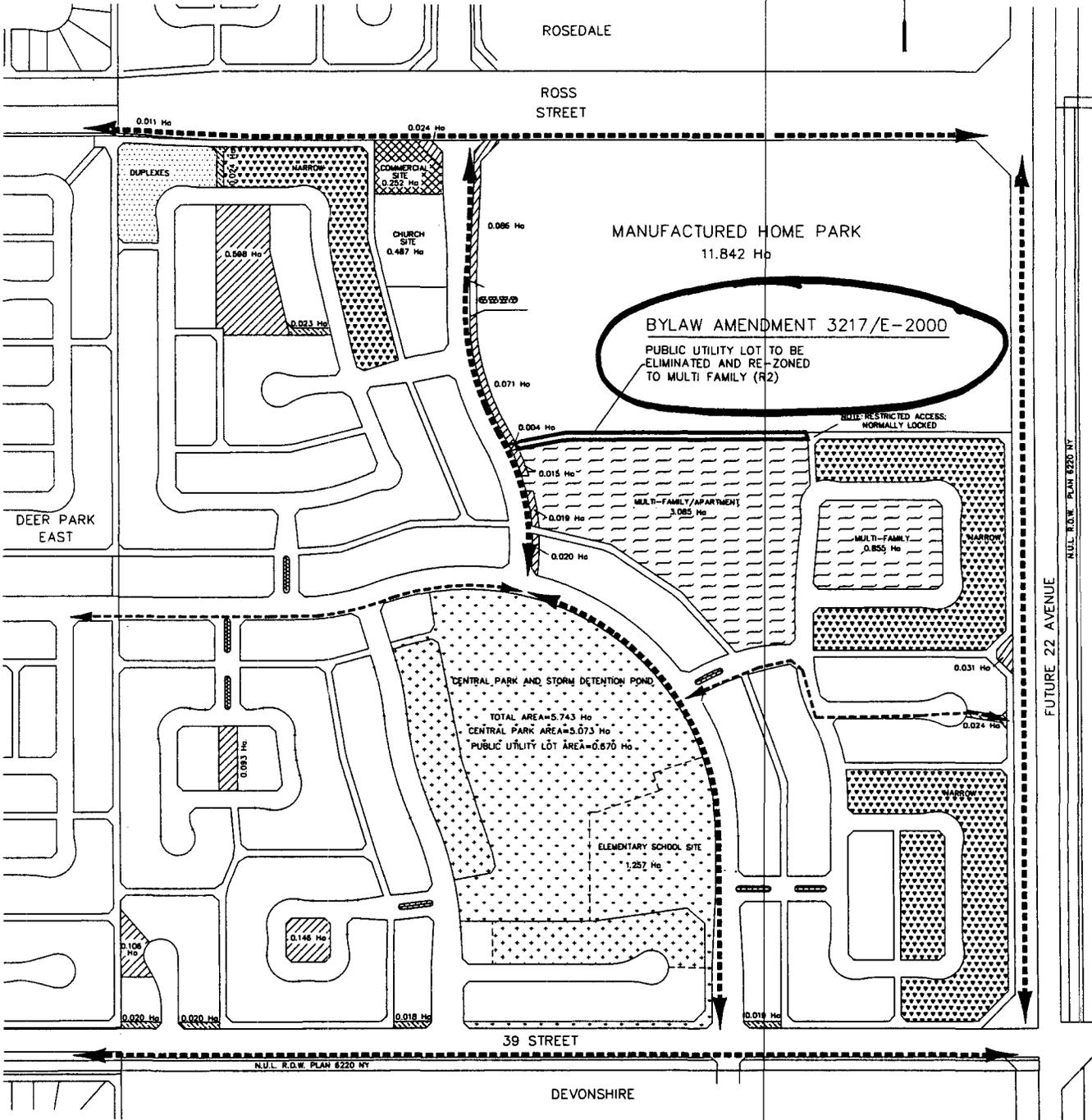
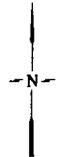
*PUL to R2*



*MAP No. 23/2000*

*BYLAW No. 3156 / Y- 2000*

# DEER PARK EAST AREA STRUCTURE PLAN



**FIGURE 4  
DEVELOPMENT CONCEPT**

SCALE 1:5000

REVISED SEPT 22/98  
 REVISED JAN 21/00  
 REVISED MAR 30/00  
 REVISED APR 20/00  
 REVISED MAY 30/00  
 REVISED JULY 7/00

- LEGEND:
- SINGLE FAMILY - DETACHED (R1)
  - SINGLE FAMILY - NARROW (R1-N)
  - SEMI-DETACHED (DUPLICES) (R1-A)
  - MULTI-FAMILY (R2/R3)
  - TWO STOREY WALKOUT BASEMENTS (R1)
  - CENTRAL PARK
  - COMMERCIAL
  - PUBLIC UTILITY LOTS
  - WALKWAYS AND LOCAL PARKS
  - MAJOR WALKWAYS AND BIKE PATHS
  - MINOR WALKWAYS AND BIKE PATHS

**AL-TERRA**  
 ENGINEERING LTD.  
 EDMONTON RED DEER



Box 5008  
Red Deer, Alberta  
T4N 3T4

The City of Red Deer

Office of the City Clerk  
July 20, 2000

**FILE**

Bylaw No. 3156/Y-2000  
Bylaw No. 3217/E-2000

«OwnerName»  
«OwnerAdd1»  
«OwnerAdd2»

Dear Sir/Madam:

**Re: Davenport Neighbourhood Area Structure Plan Amendment & Land Use Bylaw Amendment - Deer Park Northeast**

As an adjacent property owner to the land shown on the attached map, this letter is to inform you that Council of The City of Red Deer has given the first of three readings to Land Use Bylaw Amendment 3156/Y-2000 and Neighbourhood Area Structure Plan Bylaw Amendment 3217/E-2000.

The Davenport Neighbourhood Area Structure Plan determines the layout of the Davenport Neighbourhood in Deer Park Northeast and is being changed. This minor change will incorporate a public utility lot into an already approved multiple family lot. The location of the public utility lot is shown on the attached map.

The purpose of Land Use Bylaw 3156/Y-2000 is to redesignate the land from a public utility lot to R2 Residential (Medium Density) District.

Copies of the bylaws may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor, City Hall, during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing, in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000, at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

If you have any questions, please contact me at (403) 342-8132.

Yours truly,

Jeff Graves  
Deputy City Clerk

/clr  
attch.



**Office of the City Clerk**

July 18, 2000

Mr. Martin Broks  
Al-Terra Engineering  
202, 4708 Gaetz Avenue  
Red Deer, AB T4N 4A1

Fax No. 340-3038  
Faxed July 18, 2000

Dear Sir:

**Re: (a) Land Use Bylaw Amendment 3156/Y-2000**  
**(b) Davenport Area Structure Plan Bylaw Amendment 3217/E-2000**  
**Davenport Quarter Section**

At the City of Red Deer's Council meeting held Monday, July 17, 2000, first reading was given to Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000. Copies of both bylaws are attached for your information.

Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site.

This office will now proceed with the advertising for a Public Hearing to be held on Monday, August 14, 2000 at 7:00 p.m., or as soon thereafter as Council may determine, in the Council Chambers of City Hall.

You are required to deposit with the City Clerk, prior to public advertising, an amount equal to the estimated cost of advertising, which in this instance is \$400. We require this deposit by no later than 10:00 a.m., Wednesday, July 26, 2000, in order to proceed with the advertising. Once the actual cost of advertising is known, you will either be invoiced for or refunded the difference.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

Kelly Kloss  
City Clerk

/clr  
attchs.

c F. Wong, Parkland Community Planning Services  
Administrative Assistant, City Clerk's Office

The City of Red Deer

**Council Decision – Monday, July 17, 2000**

**DATE:** July 18, 2000  
**TO:** F. Wong, Planning Assistant  
**FROM:** City Clerk  
**RE:** (a) *Land Use Bylaw Amendment 3156/Y-2000*  
(b) *Davenport Area Structure Plan Bylaw Amendment 3217/E-2000*

***Davenport Quarter Section***

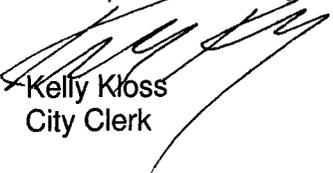
**Reference Report:** F. Wong, Planning Assistant, dated July 10, 2000

**Bylaw Readings:**  
Land Use Bylaw Amendment 3156/Y-2000 and Bylaw No. 3217/E-2000 were both given first readings. Copies are attached.

**Report Back to Council Required:** Yes

**Comments/Further Action:**  
Land Use Bylaw Amendment 3156/Y-2000 and Davenport Area Structure Plan Bylaw Amendment 3217/E-2000 propose to incorporate a public utility lot into an approved multiple family lot. The public utility lot is located between a manufactured housing park and the multiple family site. The utilities on site will be protected by an easement.

Public Hearings have been advertised for these bylaws, to be held on Monday, August 14, 2000 at 7:00 p.m. in the Council Chambers. Al-Terra Engineering has been advised, via letter, that they will be responsible for the advertising costs in this instance. I have attached a copy of that correspondence for your information.

  
Kelly Kloss  
City Clerk

/clr  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
**Administrative Assistant, City Clerk's Office**



**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** Director of Community Services  
**FROM:** Deputy City Clerk  
**RE:** Land Use Bylaw Amendment No. 3156/Z-2000, Late Night Clubs  
Commercial Entertainment Facilities

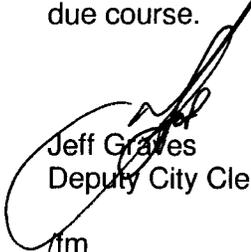
**Reference Report:** City Clerk dated July 18, 2000 and (Additional Agenda) July 14, 2000, Acting City Manager

**Bylaw Readings:** Land Use Bylaw Amendment No. 3156/Z-2000 was given second and third reading. A copy is attached.

**Report Back to Council Required:** No

**Comments/Further Action:** Land Use Bylaw Amendment No. 3156/Z-2000 provides for regulations regarding commercial entertainment facilities.

This office will now update the consolidated version of the Land Use Bylaw and distribute it in due course.

  
Jeff Graves  
Deputy City Clerk

- m
- attchs.
- c
- City Manager
- Director of Corporate Services
- Director of Development Services
- OIC Red Deer City RCMP
- Ops. NCO RCMP
- Inspections & Licensing Manager
- Joyce Boon, Permits & Licensing Supervisor
- Inspections & Licensing Counter Copy (V. Swainson)
- Bylaws Counter Copy (C. Patko)
- Emergency Services Manager
- Principal Planner
- City Solicitor
- Policing Committee (Pete Rodwell, Chair)
- Downtown Safety Task Force (Diana Rowe, Chair)

**BYLAW NO. 3156/Z-2000**

Being a bylaw to amend the City of Red Deer's Land Use Bylaw No. 3156/96.

**COUNCIL ENACTS AS FOLLOWS:**

Bylaw No. 3156/96 is hereby amended:

- 1 By deleting Section 99(1) in its entirety.
- 2 By adding new Section 100 (12) as follows:  
"100 (12) commercial entertainment facility."
- 3 By deleting Section 106(2).

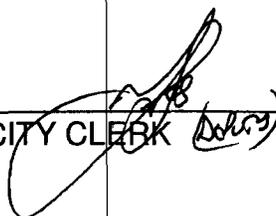
READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this 14 day of August A.D. 2000.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CITY CLERK (Dolys)

**LUB 3156/Z-2000**

**DOWNTOWN CI COMMERCIAL**

DESCRIPTION: Amendment to LUB to accommodate commercial entertainment facilities

FIRST READING: July 17<sup>th</sup>

DATE OF FIRST PUBLICATION: July 28<sup>th</sup>

DATE OF SECOND PUBLICATION: August 4<sup>th</sup>

PUBLIC HEARING AND SECOND READING: August 14<sup>th</sup>, 7:00 p.m.

THIRD READING: \_\_\_\_\_

LETTERS REQUIRED TO PROPERTY OWNERS: NO

DEPOSIT REQUIRED: No - City responsible for advertising costs

ACTUAL COST OF ADVERTISING: \$ \_\_\_\_\_

MAP PREPARATION: \$ \_\_\_\_\_

TOTAL \$ 309.76

REFUND \_\_\_\_\_ INVOICE \_\_\_\_\_ \$ N/A

**COMMERCIAL ENTERTAINMENT FACILITIES  
LAND USE BYLAW AMENDMENT**

**FILE**

The purpose of Land Use Bylaw 3156/Z-2000 is to designate commercial entertainment facilities as discretionary uses in the C1 Commercial (City Centre) District. "Discretionary Use" means a use of land, building or other structure that may be permitted by the Municipal Planning Commission after consideration has been given to the impact of that use upon neighbouring lands and other lands in the city.

"Commercial Entertainment Facility" means an enclosed facility in which a fee is charged for the provision of a public performance, or a minimum fee is charged for admission to the facility or the sale of any item, food or beverage therein, which includes the provision of a performance. These facilities may include facilities for movies, live theatres and dancing but do not include an adult mini theatre.

A copy of the proposed bylaw may be inspected by the public at the office of the City Clerk, 2<sup>nd</sup> Floor of City Hall during regular office hours.

Prior to considering this bylaw, City Council will hold a Public Hearing in the Council Chambers, 2<sup>nd</sup> Floor of City Hall on **Monday, August 14, 2000 at 7:00 p.m.**, for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted to the City Clerk at the Public Hearing, or to the Office of the City Clerk, City Hall, prior to the Public Hearing.

Persons wishing to have their letters or petitions included on the Council agenda must submit them by 4:30 p.m. on the Monday prior to the Public Hearing.

Kelly Kloss  
City Clerk

(Publication Dates: July 28 & August 4, 2000)

**BYLAW NO. 3156/Z-2000**

Being a bylaw to amend the City of Red Deer's Land Use Bylaw No. 3156/96.

COUNCIL ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended:

- 1 By deleting Section 99(1) in its entirety.
- 2 By adding new Section 100 (12) as follows:  
"100 (12) commercial entertainment facility."
- 3 By deleting Section 106(2).

READ A FIRST TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this                    day of                    A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

Item No. 1  
Reports

640-135 A

Date: August 3, 2000

To: City Clerk

From: Engineering Services Manager

Re: **Proposed Speed Limit Changes on 67 Street and 30 Avenue  
Traffic Bylaw Amendment 3186/D-2000**

---

The City of Red Deer is currently involved in roadway improvements on 67 Street, between Pamily Avenue and 30 Avenue; and on 30 Avenue, between 67 Street and 55 Street. Currently the speed limit on 67 Street is 60 km/hour, from Pamily Avenue east to 45 Avenue.

With the twinning of this section of roadway, the Consultant has recommended The City increase the speed limit to 70 km/hour, commencing 150 m east of Pamily Avenue.

The following revisions are required to the Traffic By-law to correspond with the proposal as submitted.

**SCHDULE "B" 60 km/hr**

**STREETS**

Replace line 3,  
67 Street (Highway 11), from 68 Avenue to 45 Avenue  
with  
67 Street (Highway 11), from 68 Avenue to 150 meters east of Pamily Avenue.

**SCHDULE "C" 70 km/hr**

**STREETS**

Replace line 2,  
67 Street (Highway 11), between 45 Avenue and 30 Avenue  
with  
67 Street (Highway 11), from 150 meters east of Pamily Avenue to 30 Avenue.

Page 2  
August 3, 2000

The intent of the proposed revision is to provide the motorists with a safe, continuous roadway system with consistent speed limits that are compatible with current design standards, adjacent roadside developments, and general driver perception.

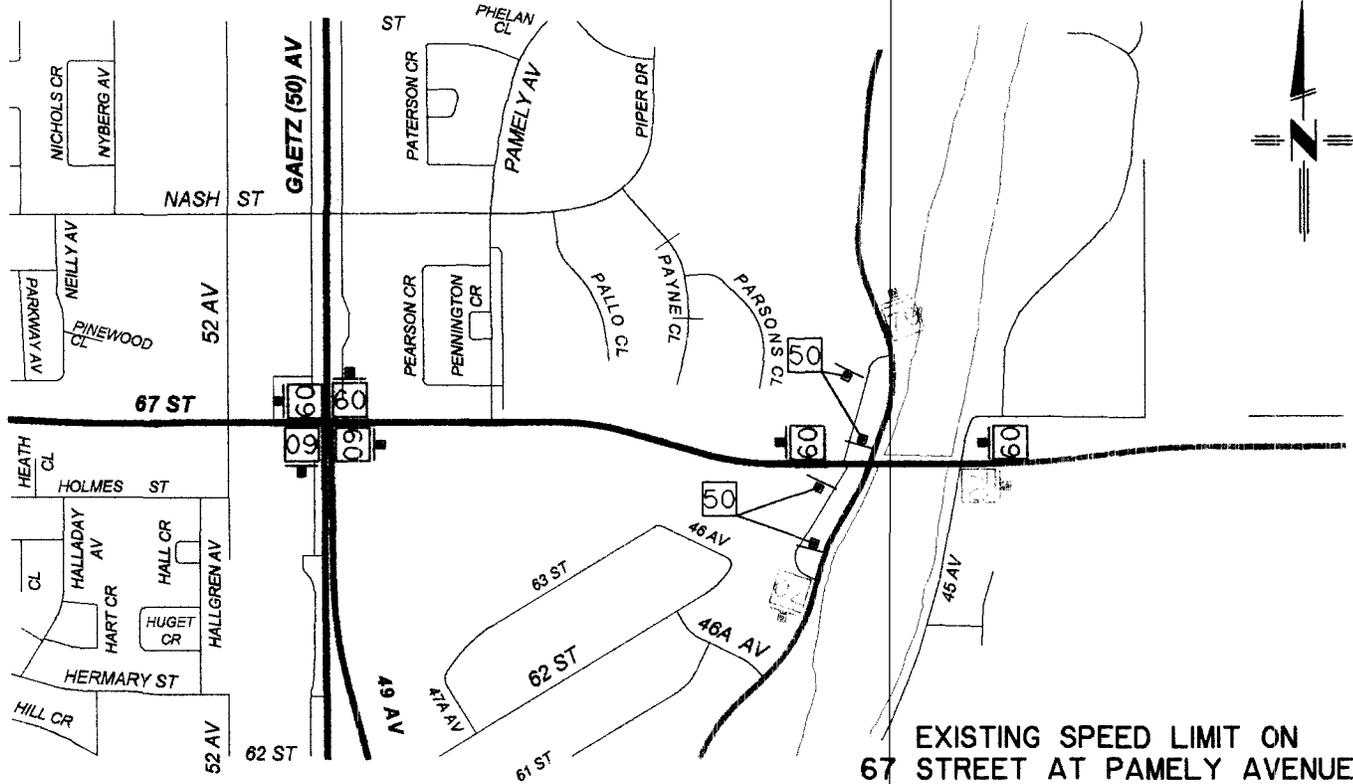
**RECOMMENDATION:**

Based on the information presented above, we would respectfully recommend that Council consider the bylaw amendment.

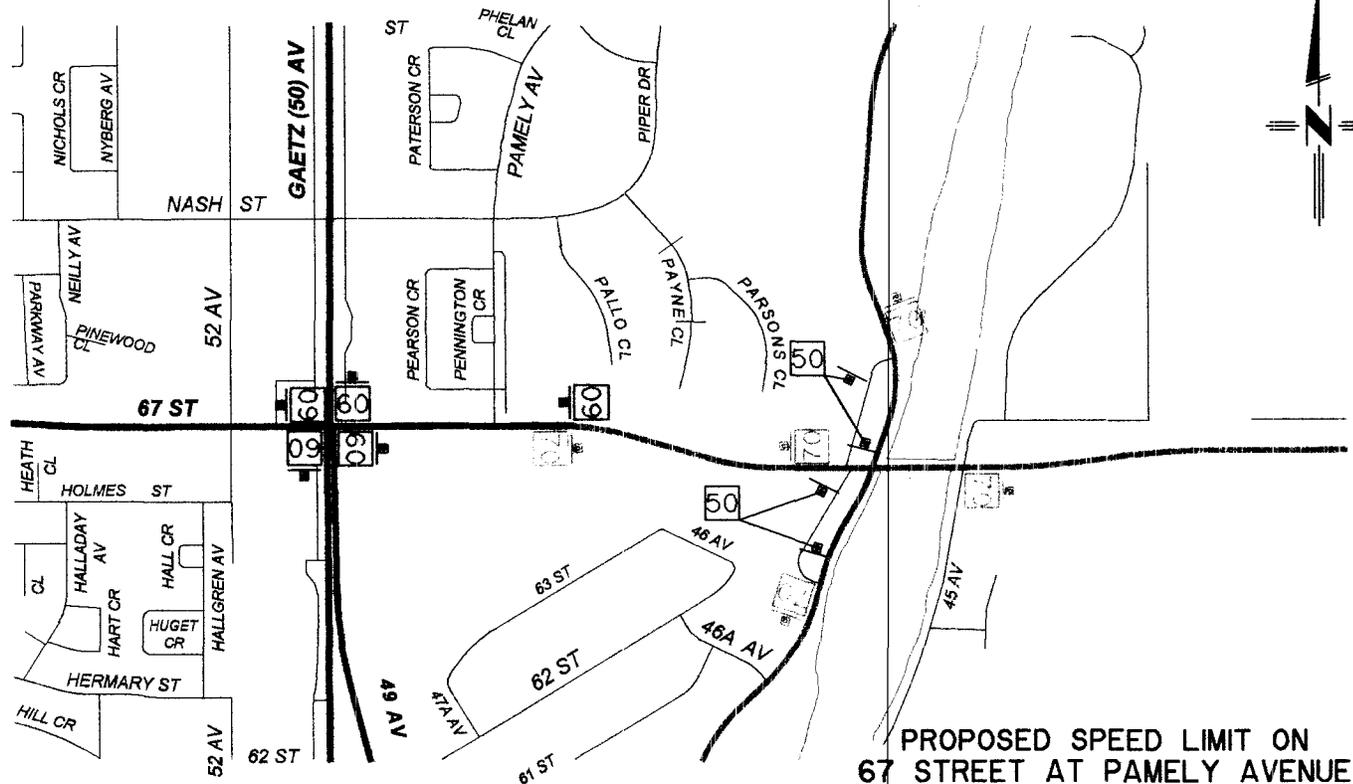


Ken G. Haslop, P. Eng.  
Engineering Services Manager

RBH/nrc  
Attach.  
c. Streets and Utilities Engineer



EXISTING SPEED LIMIT ON 67 STREET AT PAMELEY AVENUE



PROPOSED SPEED LIMIT ON 67 STREET AT PAMELEY AVENUE



				PREPARED BY <b>RBH</b>	<b>THE CITY OF RED DEER</b> ENGINEERING DEPARTMENT	APPROVED BY
				DATE <b>July/00</b>		<b>PROPOSED SPEED LIMIT CHANGE</b> <b>67 STREET AND PAMELEY AVENUE</b>
				SCALE <b>1:15,000</b>		
NO.	DATE	REVISION	APP'D			<b>1 OF 1</b>

**Comments:**

We agree with the recommendations of the Engineering Services Manager that Traffic Bylaw Amendment 3186/D-2000 be given three readings.

"G. D. Surkan"  
Mayor

"N. Van Wyk"  
City Manager

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** Engineering Services Manager  
**FROM:** Deputy City Clerk  
**RE:** *Proposed Speed Limit Changes on 67 Street and 30 Avenue  
Traffic Bylaw Amendment 3186/D-2000*

---

**Reference Report:** Engineering Services Manager, dated Aug. 3, 2000

**Bylaw Readings:**

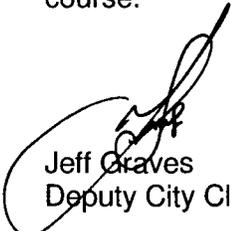
Traffic Bylaw Amendment 3186/D-2000 was given three readings. A copy is attached.

**Report Back to Council Required:** No

**Comments/Further Action:**

Traffic Bylaw Amendment 3186/D-2000 provides for an increase to 70 km/hour on 67 Street from 150 m east of Pameley Avenue to 45 Avenue. This revision is to provide the motorists with a safe, continuous roadway system with consistent speed limits that are compatible with current design standards, adjacent roadside developments, and general driver perception.

This office will now update the consolidated version of the Traffic Bylaw and distribute it in due course.



Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Development Services  
Streets & Utilities Engineer  
Administrative Assistant, City Clerk's Office

**BYLAW NO. 3186/D-2000**

Being a bylaw to amend Bylaw No. 3186/97 the Traffic Bylaw of The City of Red Deer.

COUNCIL OF THE CITY OF RED DEER, ALBERTA, ENACTS AS FOLLOWS:

Bylaw No. 3186/97 is hereby amended as follows:

- 1 By deleting Schedule "B" in its entirety and replacing it with the attached new Schedule "B".
- 2 By deleting Schedule "C" in its entirety and replacing it with the attached new Schedule "C".

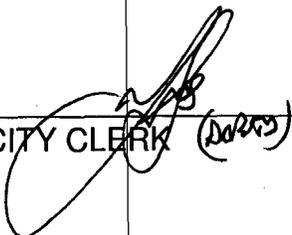
READ A FIRST TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this 14 day of August A.D. 2000.

  
MAYOR

  
CITY CLERK (Dobson)

## SCHEDULE "B"

Page 1 of 1

60 km/h

### AVENUES

- 1 30 Avenue, from 150 metres north of 61 Street to 800 metres south of 32 Street
- 2 40 Avenue, from 32 Street to 200 metres south of Austin Drive
- 3 40 Avenue (Riverside Drive), between 77 Street and the north boundary of SE 33-38-27-4
- 4 Gaetz (50) Avenue, from Highway 11A to 150 metres north of 59 Street
- 5 49 Avenue, between 60 Street and 63 Street
- 6 Taylor Drive from Highway 11A to 200 metres south of 43 Street
- 7 Gaetz (50) Avenue, from South City Limits to 100 metres north of the east leg of 37 Street
- 8 Gaetz Avenue from 130 metres south of 42 Street to 36 Street

### STREETS

- 1 32 Street, from West City Limits to 650 metres east of Lockwood Avenue
- 2 55 Street, from 30 Avenue to 20 Avenue
- 3 67 Street (Highway 11), from 68 Avenue to 150 metres east of Pameley Avenue
- 4 77 Street, between Taylor Drive and 40 Avenue (Riverside Drive)
- 5 Ross (50) Street, from 212 metres east of Deer Home Road to 700 metres east of Davison Drive

## **SCHEDULE "C"**

Page 1 of 1

70 km/h

### **AVENUES**

- 1 Riverside Drive, between the Lions Campground access and 77 Street
- 2 Taylor Drive, from 200 metres south of 43 Street to the South City Limit
- 3 30 Avenue, from 67 Street to 150 metres north of 61 Street
- 4 40 Avenue, from 200 metres south of Austin Drive to South City Limits

### **STREETS**

- 1 67 Street (Highway 11) from 68 Avenue to Highway 2
- 2 67 Street (Highway 11) from 150 metres east of Pameley Avenue to 30 Avenue
- 3 19 Street from the West City Limit to 375 metres east of 40 Avenue

**Date:** July 13, 2000  
**To:** City Clerk  
**From:** Director of Corporate Services  
**Subject:** Local Improvement Bylaw No. 3268/2000 –  
Parkade

---

Attached is the above bylaw for which Council approval is respectfully requested.

The proposed bylaw is in accordance with the Parkade Agreement between the City and Heritage Centre Ltd.

A notice of intention to pass a bylaw has been sent to Heritage Centre Ltd. and 30 days must be allowed for any petition against the bylaw. The notice of intention indicates the bylaw will be considered at the Monday, August 14<sup>th</sup>, 2000 Council meeting. Subject to no objections being received, the bylaw could receive three readings on August 14<sup>th</sup>.

Requested Action

Council approval of Local Improvement Bylaw No. 3268/2000.



A. Wilcock, B. Comm., C.A.  
Director of Corporate Services

Att.

c Tax Collector

Office of the Director of Corporate Services

28

July 13, 2000

Heritage Centre Ltd.  
202B, 4909 - 48 Street  
RED DEER AB T4N 1S8

Dear Sirs:

**Re: Parkade - South-East Junction of 49 Avenue and 49 Street, Red Deer**

---

In conjunction with the construction of a parkade at the south-east junction of 49 Avenue and 49 Street in which 200 stalls are to be leased to your company for 25 years, the cost of the stalls are to be recovered by way of a Local Improvement Bylaw.

Attached is a Notice of Intention to Levy a Local Improvement Tax that provides information on the charges applicable to your property.

Any response against the improvement must be within 30 days of the date of this notice.

In the event no petitions are received against the proposed bylaw, Council will be considering approving the bylaw at the August 14<sup>th</sup>, 2000 Council meeting.

Yours truly,



A. Wilcock, B. Comm., C.A.  
Director of Corporate Services

Att.

- c Director of Development Services
- c City Clerk
- c Tax Collector
- c delivered to #500, 4911 - 51 Street, Red Deer

f\0255 heritage centre parkade jul13 00



Box 5008  
Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**NOTICE OF INTENTION  
TO LEVY A LOCAL IMPROVEMENT TAX  
IN THE CITY OF RED DEER**

Pursuant to the provisions of the Municipal Government Act, R.S.A. 1994, as amended, notice is hereby given that the City of Red Deer intends to construct a parkade on land at the south-east junction of 49 Avenue and 49 Street, Red Deer. Heritage Centre Ltd., the owner of Lots 17 to 25, Block 19, Plan H (the "said lands"), wishes the City to construct 200 additional stalls in the parkade to be leased by Heritage Centre Ltd. for a period of 25 years. These stalls will be of greater benefit to the said lands than to the municipality as a whole. The cost of constructing an additional 200 parking stalls is estimated to be \$1,920,000.00 of which it is proposed that 88.5% or \$1,700,000.00 be recovered from the owners of Lots 17 to 25, Block 19, Plan H as a Local Improvement Tax. The remaining \$220,000 or 11.5% of the cost will be paid by the City. The tax rate will be based on a charge for each parcel of land which benefits from the Local Improvement. Each of the lots will be assessed an annual tax of \$15,845.<sup>30</sup> over a period of 25 years.

All costs of constructing the parkade in excess of the amount of the Local Improvement Tax are to be paid by the City of Red Deer at large.

The location of the proposed local improvement is at the south-east junction of 49 Avenue and 49 Street, Red Deer (former Sportsworld Parking lot).

The annual Local Improvement Tax against your property, described as Lots 17 to 25, Block 19, Plan H in Red Deer, for the capital cost of 200 parking stalls, will be \$15,845.<sup>30</sup> per lot for a total of \$142,607.<sup>70</sup> for each year of the 25 year period.

Notice is hereby given that unless the owner registered or assessed as owner of the said lands petitions the Council against the improvement within 30 days of the date of the last delivery or mailing of this Notice, the local improvement cost will be recovered by the Local Improvement Tax referred to in this Notice.

The owners of any land so specially assessed may, in lieu of annual payments, prepay the total cost of the improvement prior to December 31, 2000. The prepayment for your property would be \$1,700,000.00.

The owner of the said lands so specially assessed may at any time commute the amount of the Local Improvement Tax or the balance remaining unpaid in respect of it by paying the amount of the original Local Improvement Tax charged against the said lands, together with applicable interest and penalties, less any amounts previously paid on account.

Dated at the City of Red Deer this 13 day of July, 2000.

**Comments:**

We agree with the recommendations of the Director of Corporate Services that Local Improvement Bylaw 3268/2000 be given three readings.

"G. D. Surkan"  
Mayor

"N. Van Wyk"  
City Manager



Box 5008  
Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**Office of the City Clerk**

August 15, 2000

Heritage Centre Ltd.  
202B, 4909 – 48 Street  
Red Deer, AB T4N 1S8

Dear Sirs:

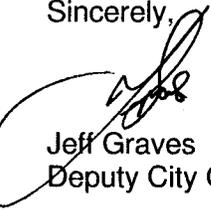
Re: Local Improvement Bylaw No. 3268/2000 – Parkade

At the City of Red Deer's Council meeting held Monday, August 14, 2000, three readings were given to Local Improvement Bylaw No. 3268/2000. A copy of the bylaw is attached for your information.

Local Improvement Bylaw No. 3268/2000 provides for the Levy of a Local Improvement Tax for the cost recovery of 200 stalls to be constructed in conjunction with the construction of a parkade at the south-east junction of 49 Avenue and 49 Street.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Corporate Services

**FILE**

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** ~~Director of Corporate Services~~  
**FROM:** Deputy City Clerk  
**RE:** Local Improvement Bylaw No. 3268/2000 - Parkade

**Reference Report:** Director of Corporate Services, dated July 13, 2000

**Bylaw Readings:**

Local Improvement Bylaw No. 3268/2000 was given three readings. A certified copy is attached.

**Report Back to Council Required:** No

**Comments/Further Action:**

Local Improvement Bylaw No. 3268/2000 provides for the Levy of a Local Improvement Tax for the cost recovery of 200 stalls to be constructed in conjunction with the construction of a parkade at the south-east junction of 49 Avenue and 49 Street.

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Development Services  
Tax Collector  
Administrative Assistant, City Clerk's Office

**BYLAW NO. 3268/2000**

Being a bylaw of The City of Red Deer to impose a Local Improvement Tax with respect to Lots 17 to 25, Block 19, Plan H in Red Deer.

WHEREAS The City of Red Deer proposes to construct a parkade at the southeast junction of 49 Avenue and 49 Street, Red Deer;

AND WHEREAS Heritage Centre Ltd. is the registered owner of Lots 17 to 25, Block 19, Plan H in Red Deer (the "said lands") located near the site of the proposed parkade and wishes The City to construct an additional 200 parking stalls in the parkade to be leased by Heritage Centre Ltd. for a period of 25 years.

AND WHEREAS the construction of the 200 additional stalls will be of particular benefit to the said lands;

AND WHEREAS the cost to construct the 200 additional stalls is estimated to be One Million, Nine Hundred and Twenty Thousand Dollars (\$1,920,000.00) of which One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) or 88.5% is to be recovered by way of a Local Improvement Tax to be levied against the said lands and to be paid by the owners of the said lands and the remaining balance of Two Hundred and Twenty Thousand Dollars (\$220,000.00) or 11.5% is to be paid by the City as a whole;

AND WHEREAS The City may impose a Local Improvement Tax pursuant to the provisions of the Municipal Government Act, R.S.A., 1994, as amended;

AND WHEREAS The City will be using Capital Project Reserve funds in the amount of \$1,700,000.00 to finance the cost of constructing the additional 200 parking stalls until the Local Improvement Taxes are received;

AND WHEREAS, pursuant to the provisions of Section 393 of the Municipal Government Act, R.S.A., 1994, as amended, Council has given proper notice of intention to recover part of the cost of construction of 200 parking stalls, by way of a Local Improvement Tax in accordance with the attached Schedule "A", and no sufficiently signed and valid petition against the said proposals has been received by Council.

NOW THEREFORE, COUNCIL OF THE CITY OF RED DEER, ENACTS AS FOLLOWS:

**SHORT TITLE**

1           This bylaw may be cited as the "Local Improvement Tax Bylaw".

- 2 A Local Improvement Tax of \$1,700,000.00 is hereby imposed and assessed against Lots 17 to 25, Block 19, Plan H in Red Deer, excepting thereout all mines and minerals, pursuant to section 397 of the Municipal Government Act, R.S.A. 1994, in accordance with the terms set out in Schedule "A" to this bylaw.
- 3 The sum of \$1,700,000.00 assessed under this bylaw together with interest thereon at the rate of 6 3/4% per annum calculated annually, shall be amortized over a period of 25 years in annual payments in accordance with Schedule "A" annexed hereto.
- 4 The tax imposed by this bylaw may be prepaid in full at any time but otherwise is payable at the same time and the same manner as annual property taxes.
- 5 The sum of One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) may be advanced from The City's Capital Project Reserve Fund to pay for the cost of constructing the 200 additional parking stalls until the Local Improvement Taxes are collected.

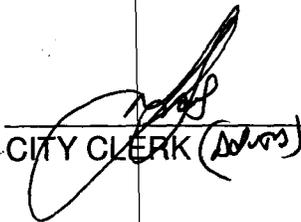
READ A FIRST TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this 14 day of August A.D. 2000.

  
 \_\_\_\_\_  
 MAYOR

  
 \_\_\_\_\_  
 CITY CLERK (Adams)

## Schedule "A"

## LOCAL IMPROVEMENT TAX

FOR THE CONSTRUCTION OF 200 ADDITIONAL PARKING STALLS IN THE PARKADE TO BE CONSTRUCTED BY THE CITY OF RED DEER AT THE SOUTH-EAST CORNER OF 49<sup>th</sup> AVENUE AND 49<sup>th</sup> STREET.

1	Property to be assessed	Lots 17 to 25, Block 19, Plan H	
2	Total Local Improvement Tax		\$ 1,700,000.00
3	Local Improvement Tax charged to each lot to be payable with interest calculated at 6 $\frac{3}{4}$ % per annum over a period of 25 years		\$ 142,607.70
4	Annual charge to each lot		\$15,845.30



**PARKLAND  
COMMUNITY  
PLANNING  
SERVICES**

407  
Suite 500, 4808 Ross Street  
Red Deer, Alberta T4N 1X5  
Phone: (403) 343-3394  
FAX: (403) 346-1570  
e-mail: pcps@telusplanet.net

---

**DATE:** August 3, 2000

**TO:** City Clerk

**RE:** Proposed Land Use Bylaw Amendment 3156/DD-2000  
C1A Commercial District - Ground Floor Residential

---

The City has received a request from a local developer to amend the C1A Commercial (City Centre West) District to permit the development of ground floor residential uses in the City's west downtown areas. The attached condominium proposal for a vacant site in the downtown west area was approved by the City's Municipal Planning Commission with only commercial on the ground floor. However, the developer prefers to incorporate a mix of residential units and commercial space on the ground floor as shown on the attached floor plan.

**Background**

The current C1A Land Use Bylaw allows, as a discretionary use, residential dwellings to only be located above the ground floor. Restricting residential uses to above the ground floor was based on the following:

- residential being considered an ancillary use to commercial uses,
- traditional downtown zoning reflects an area that is considered the centre of commerce thereby containing a high concentration and emphasis on retail development, and
- when the C1A District was originally created it was viewed as a commercial expansion area of the downtown, allowing similar C1 uses but requiring certain higher development standards (e.g. parking, landscaping).

In recent years, municipalities that have developed successful downtowns have done so on the basis of successfully integrating a strong residential component into their downtown commercial areas. This emerging trend provides a solid customer base for building/enhancing a strong market for the commercial development. The recently completed Greater Downtown Action Plan recognizes the importance of enhancing residential development in our downtown areas.

The Greater Downtown Action Plan (ARP) contains many initiatives to attract housing to the downtown. In particular, Policy 9.13 requires development and implementation of initiatives to market the Greater Downtown area's residential opportunities to a variety of age groups and income levels and Policy 9.14 specifically calls for the C1A Commercial District to allow for ground floor residential. The Greater Downtown Action Plan places strong emphasis on the redevelopment of the downtown west C1A area to include a significant portion of new higher density residential developments. This new focus is a shift from previous long term thinking that would have seen continued commercial/light industrial development in this area to one that is now oriented to a strong mixed use residential/commercial strategy. New opportunities for residential development in this area would complement the natural amenities associated with the Red Deer River, its valley corridor, and the already developed public facilities (trails/pathways) developed as part of the City's Waskasoo Park.

### **Planning Analysis**

From a planning and land use perspective, planning staff support the proposed Land Use Bylaw Amendment to permit residential development on the ground floor. The proposed amendment to add 'multiple family building' as a discretionary use to the C1A Commercial District will allow ground floor residential and permit the development of medium to higher density residential projects in this area. This would be in accordance with the planning principles and initiatives contained in the Greater Downtown Action Plan for this future major redevelopment area. This amendment is viewed as a key implementation mechanism that will encourage immediate private sector investment without any cost to the City.

Combined with the commercial opportunities already provided for in the C1A District, this amendment would allow developers greater flexibility in creating unique projects with mixed uses on the ground floor.

### **Recommendation**

Subject to the passage of Bylaw 3267/2000, being a Bylaw to adopt the Greater Downtown Action Plan, planning staff recommend that City Council proceed with first reading of Land Use Bylaw Amendment 3156/DD-2000.



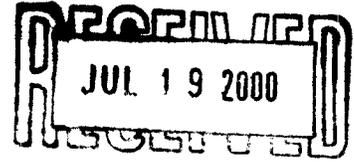
---

Tony J. Lindhout, ACP, MCIP  
PLANNER

attachments



96 DENISON CR.  
RED DEER, ALBERTA  
CANADA T4R 2G1  
PH. (403) 346-5828  
FAX (403) 346-6350



July 19, 2000

Parkland Community Planning Services  
500 4808 Ross St.  
Red Deer, Ab.

Re: amendment to C1A zoning in City of Red Deer

Attention Tony Lindhout

Dear Tony,

As we discussed yesterday I am writing this letter to begin the process of changing the C1A zoning in the downtown to allow residential use on the main floor of buildings as a discretionary use.

It is understood this change is for the City as a whole and relates to the Downtown Redevelopment Plan that received first reading at Council on Monday last.

It is further understood that once the zoning change is achieved sometime in September, I will have to go back to MPC for an amendment to the Development Permit I now have that specifically does not permit residential use on the main floor.

John Hull Architect is acting agent for me on the project I am putting together in Cronquist Business Park. Please keep him aware of progress.

Please call me if you have any questions or comments.

Yours truly,

James F. Cramer  
Milamco Ltd.

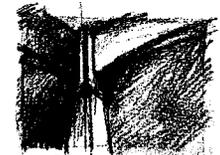
C. John Hull Architect



*The Quarry* *July 2000*

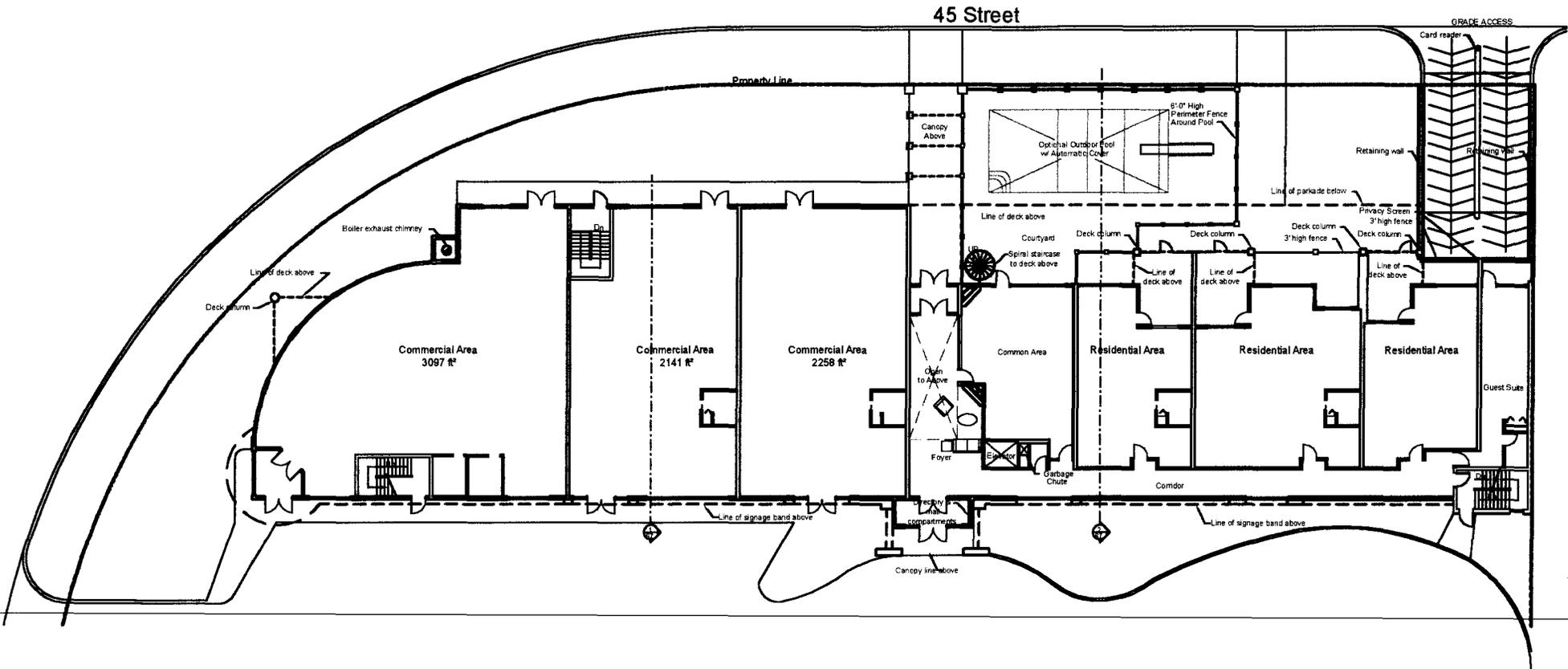
**The Quarry Condominium Development**  
**Red Deer AB**

**Milamco Ltd.**



**John Hull**  
**Architect**

July 2000



# Proposed Main Level Floor Plan

Scale: N.T.S.

C8  
 5580 45th Street  
 Red Deer, AB  
 T4N 1L1  
 Phone (403) 309 3690  
 Fax (403) 309 7292  
 Email  
 jharch@ehusplanet.net



**John Hull**  
 Architect



**Comments:**

We strongly concur with this amendment to the Land Use Bylaw as it is consistent with the direction of the Greater Downtown Action Plan and will allow a mixed use development in the Cronquist Business Park. Mixed use development in the Cronquist Business Park will be a first step in achieving residential development in this area. The area is presently light industrial as well as commercial.

The amendment will allow the Quarry condominium development to proceed as envisioned by the owner and will be an important anchor in the redevelopment of this area of downtown.

A Public Hearing could then be held on Monday, September 11, 2000 at 7:00 p.m.

"G. D. Surkan"  
Mayor

"N. Van Wyk"  
City Manager



Box 5008

Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**Office of the City Clerk**

August 15, 2000

James F. Cramer  
Milamco  
96 Denison Crescent  
Red Deer, AB T4R 2G1

Mr. Cramer:

Re: ***Proposed Land Use Bylaw Amendment 3156/DD-2000  
C1A Commercial District – Ground Floor Residential***

---

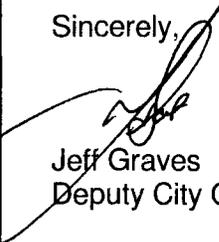
At the City of Red Deer's Council meeting held Monday, August 14, 2000, first reading was given to Land Use Bylaw Amendment 3156/DD-2000. A copy of this bylaw is attached for your information.

Land Use Bylaw Amendment 3156/DD-2000 proposes to add 'multiple family building' as a discretionary use to the C1A Commercial District to allow ground floor residential and permit the development of medium to higher density residential projects.

A Public Hearing has been advertised for this bylaw, to be held on Monday, September 11, 2000 at 7:00 p.m. in the Council Chambers. The City of Red Deer will be responsible for the advertising costs in this instance.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Parkland Community Planning Services

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 0091  
CONNECTION TEL 3466350  
SUB-ADDRESS  
CONNECTION ID  
ST. TIME 08/16 09:08  
USAGE T 00'39  
PGS. 2  
RESULT OK

**Office of the City Clerk**

August 15, 2000

James F. Cramer  
Milamco  
96 Denison Crescent  
Red Deer, AB T4R 2G1

Mr. Cramer:

Re: ***Proposed Land Use Bylaw Amendment 3156/DD-2000  
C1A Commercial District – Ground Floor Residential***

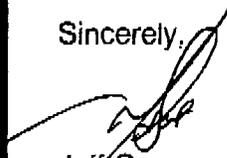
At the City of Red Deer's Council meeting held Monday, August 14, 2000, first reading was given to Land Use Bylaw Amendment 3156/DD-2000. A copy of this bylaw is attached for your information.

Land Use Bylaw Amendment 3156/DD-2000 proposes to add 'multiple family building' as a discretionary use to the C1A Commercial District to allow ground floor residential and permit the development of medium to higher density residential projects.

A Public Hearing has been advertised for this bylaw, to be held on Monday, September 11, 2000 at 7:00 p.m. in the Council Chambers. The City of Red Deer will be responsible for the advertising costs in this instance.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,



Jeff Graves  
Deputy City Clerk

/fm



Box 5008  
Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** T. Lindhout, Planner  
**FROM:** City Clerk  
**RE:** *Proposed Land Use Bylaw Amendment 3156/DD-2000  
C1A Commercial District – Ground Floor Residential*

---

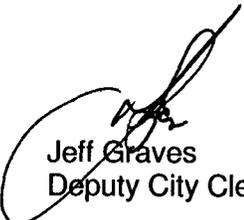
**Reference Report:** T. Lindhout, Planner, dated August 3, 2000

**Bylaw Readings:**  
Land Use Bylaw Amendment 3156/DD-2000 was given first readings. A copy is attached.

**Report Back to Council Required:** Yes

**Comments/Further Action:**  
Land Use Bylaw Amendment 3156/DD-2000 proposes to add 'multiple family building' as a discretionary use to the C1A Commercial District to allow ground floor residential and permit the development of medium to higher density residential projects.

A Public Hearing has been advertised for this bylaw, to be held on Monday, September 11, 2000 at 7:00 p.m. in the Council Chambers. The City of Red Deer will be responsible for the advertising costs in this instance.

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
Administrative Assistant, City Clerk's Office  
D. Kutinsky, Engineering

**BYLAW NO. 3156/DD-2000**

Being a bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of The City of Red Deer.

COUNCIL OF THE CITY OF RED DEER, ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The C1A Commercial (City Centre West) District is amended as follows:
  - (a) By deleting the present Section 105 and replacing it with new Section 105 as follows:

“105 General Purpose

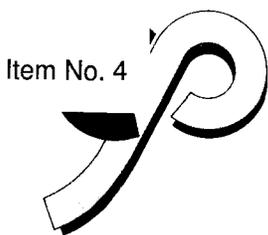
The general purpose of this District is to facilitate the development of a unique area of land uses, which may include office, commercial, industrial, institutional, cultural and residential developments, either as sole uses or in various combinations on a single site. Generally, the land uses are to serve the City and the region, as a whole. This district is distinct from, and includes higher standards of development than, the C1 District.”
  - (b) By deleting the present subsection 107(6) and replacing it with the new subsection 107(6) as follows:

“(6) Multiple family building. “

READ A FIRST TIME IN OPEN COUNCIL this 14th day of August A.D. 2000.  
READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2000.  
READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2000.  
AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



**PARKLAND  
COMMUNITY  
PLANNING  
SERVICES**

Suite <sup>402</sup>500, 4808 Ross Street  
Red Deer, Alberta T4N 1X5  
Phone: (403) 343-3394  
FAX: (403) 346-1570  
e-mail: pcps@telusplanet.net

**DATE:** August 2, 2000

**TO:** Kelly Kloss, City Clerk

**RE:** Land Use Bylaw Amendment 3156/EE-2000  
Part of SW ¼ Section 14-38-27-W4  
Deer Park Davenport – Phase 7  
Parkside Holdings Ltd.

Parkside Holdings Ltd. is proposing to redesignate 1.171 ha (2.89 acres) of land from A1 Future Urban Development District to R1 Residential Low Density District and P1 Parks and Recreation District. This amendment is required to create 6 large single family residential lots and 1 municipal reserve parcel. The proposed amendment complies with the Deer Park Northeast (Davenport) Neighbourhood Area Structure Plan.

**Staff Recommendation**

Planning staff recommend that City Council proceed with first reading of Land Use Bylaw Amendment 3156/EE-2000.

Tony J. Lindhout, ACP, MCIP  
PLANNER

Attachment

**Comments:**

We agree with the recommendations of Parkland Community Planning Services that Land Use Bylaw Amendment 3156/EE-2000 be given first reading. A Public Hearing could then be held on Monday, September 11, 2000 at 7:00 p.m. in the Council Chambers.

"G. D. Surkan"  
Mayor

"N. Van Wyk"  
City Manager

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** T. Lindhout, Planner  
**FROM:** City Clerk  
**RE:** *Land Use Bylaw Amendment 3156/EE-2000  
Part of SW ¼ Section 14-38-27-W4 / Deer Park Davenport – Phase 7  
Parkside Holdings*

**Reference Report:** T. Lindhout, Planner, dated August 2, 2000

**Bylaw Readings:**

Land Use Bylaw Amendment 3156/EE-2000 was given first readings. A copy is attached.

**Report Back to Council Required:** Yes

**Comments/Further Action:**

Land Use Bylaw Amendment 3156/EE-2000 proposes to redesignate 1.171 ha (2.89 acres) of land from A1 Future Urban Development to R1 Residential Low Density District and P1 Parks and Recreation District. This amendment is required to create 6 large single family residential lots and 1 municipal reserve parcel.

A Public Hearing has been advertised for this bylaw, to be held on Monday, September 11, 2000 at 7:00 p.m. in the Council Chambers. Parkside Holdings Ltd. has been advised, via letter, that they will be responsible for the advertising costs in this instance. I have attached a copy of that correspondence for your information.

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Development Services  
Inspections & Licensing Manager  
Land and Economic Development Officer  
Administrative Assistant, City Clerk's Office  
D. Kutinsky, Engineering

**BYLAW NO. 3156/EE-2000**

Being a Bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of The City of Red Deer.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The "Use District Map L8" contained in "Schedule B" of the Land use Bylaw is hereby amended in accordance with Land Use District Map No. 27/2000 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 14th day of August , A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this day of , A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this day of , A.D. 2000.

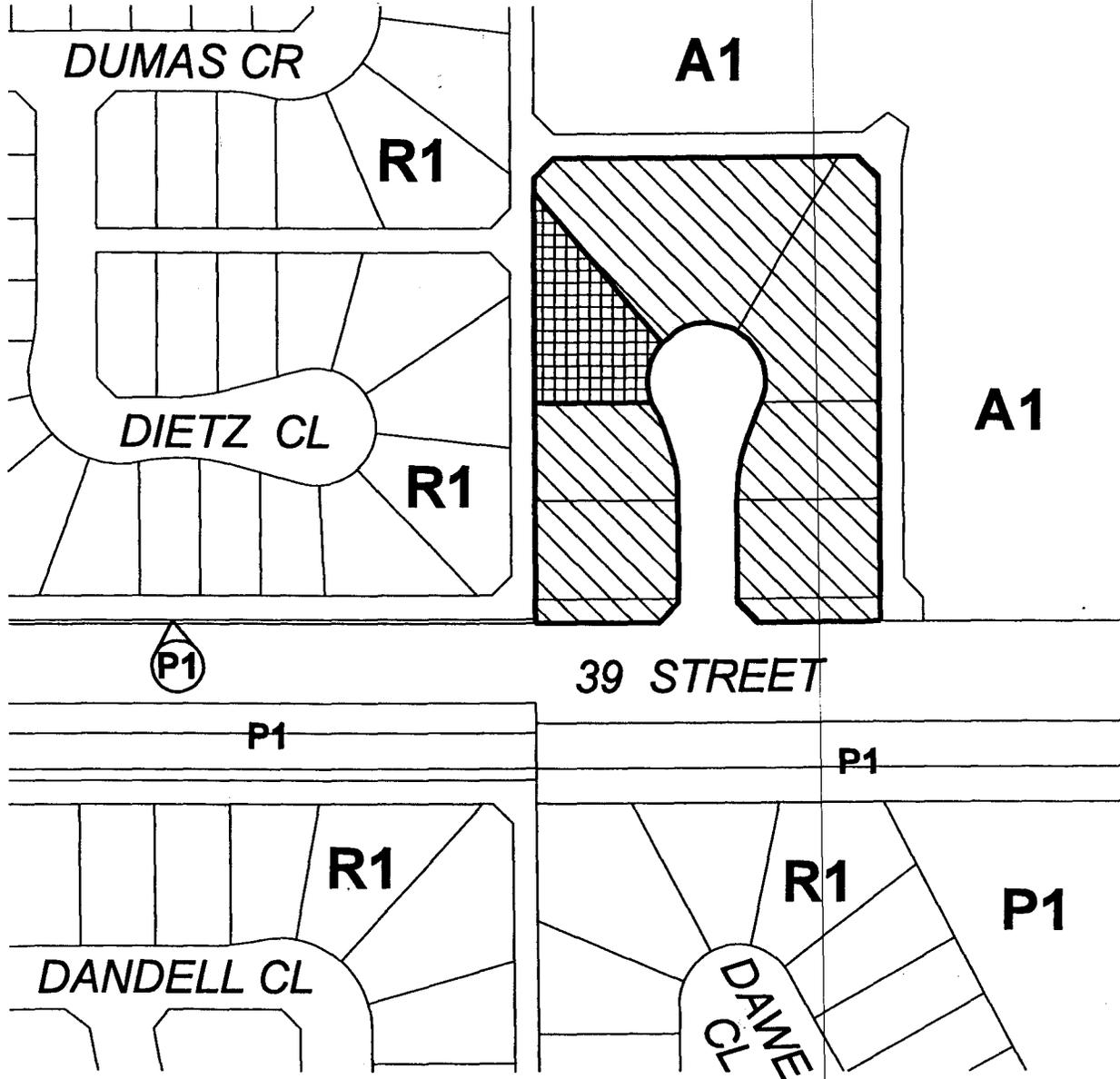
AND SIGNED BY THE MAYOR AND CITY CLERK this day of , A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT



Change from:

A1 to R1 

A1 to P1 

## AFFECTED DISTRICTS:

A1 - Future Urban Development

R1 - Residential (Low Density)

P1 - Parks & Recreation

MAP No. 27/2000

BYLAW No. 3156 / EE-2000



Box 5008

Red Deer, Alberta  
T4N 3T4

*The City of Red Deer*

## Office of the City Clerk

August 15, 2000

Mr. John Ratzke  
Parkside Holdings Ltd.  
18, 7895 - 49 Avenue  
Red Deer, AB T4P 2B4

Faxed to: 342-5022

Dear Mr. Ratzke:

**RE: *Land Use Bylaw Amendment 3156/EE-2000***  
***Part of SW ¼ Section 14-38-27-W4 / Deer Park Davenport – Phase 7***  
***Parkside Holdings***

At the City of Red Deer's Council meeting held Monday, August 14, 2000, first reading was given to Land Use Bylaw Amendment 3156/EE-2000. A copy of this bylaw is attached for your information.

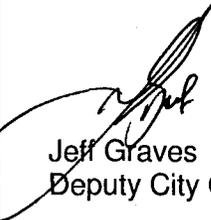
Land Use Bylaw Amendment 3156/EE-2000 proposes to redesignate 1.171 ha (2.89 acres) of land from A1 Future Urban Development to R1 Residential Low Density District and P1 Parks and Recreation District. This amendment is required to create 6 large single family residential lots and 1 municipal reserve parcel.

A Public Hearing has been advertised for this bylaw, to be held on Monday, September 11, 2000 at 7:00 p.m. in the Council Chambers.

You are required to deposit with the City Clerk, prior to public advertising, an amount equal to the estimated cost of advertising, which in this instance is \$400. We require this deposit by no later than 10:00 a.m., Wednesday, August 23, 2000, in order to proceed with the advertising. Once the actual cost of advertising is known, you will either be invoiced for or refunded the difference.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,



Jeff Graves  
Deputy City Clerk

/fm

c Parkland Community Planning Services  
Administrative Assistant, City Clerk's Office

# FILE

\*\*\*\*\*  
 \*\*\* TX REPORT \*\*\*  
 \*\*\*\*\*

TRANSMISSION OK

TX/RX NO	0090
CONNECTION TEL	3425022
SUB-ADDRESS	
CONNECTION ID	PARKSIDE HOLDING
ST. TIME	08/16 09:06
USAGE T	00'54
PGS.	3
RESULT	OK

### Office of the City Clerk

August 15, 2000

Mr. John Ratzke  
 Parkside Holdings Ltd.  
 18, 7895 - 49 Avenue  
 Red Deer, AB T4P 2B4

Faxed to: 342-5022

Dear Mr. Ratzke:

**RE: Land Use Bylaw Amendment 3156/EE-2000  
 Part of SW ¼ Section 14-38-27-W4 / Deer Park Davenport – Phase 7  
 Parkside Holdings**

At the City of Red Deer's Council meeting held Monday, August 14, 2000, first reading was given to Land Use Bylaw Amendment 3156/EE-2000. A copy of this bylaw is attached for your information.

Land Use Bylaw Amendment 3156/EE-2000 proposes to redesignate 1.171 ha (2.89 acres) of land from A1 Future Urban Development to R1 Residential Low Density District and P1 Parks and Recreation District. This amendment is required to create 6 large single family residential lots and 1 municipal reserve parcel.

A Public Hearing has been advertised for this bylaw, to be held on Monday, September 11, 2000 at 7:00 p.m. in the Council Chambers.

You are required to deposit with the City Clerk, prior to public advertising, an amount equal to the estimated cost of advertising, which in this instance is \$400. We require this deposit by no later than 10:00 a.m., Wednesday, August 23, 2000, in order to proceed with the advertising. Once the actual cost of advertising is known, you will either be invoiced for or refunded the difference.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,




Box 5008  
 Red Deer, Alberta  
 T4N 3T4

The City of Red Deer

**DATE: August 8, 2000**

**TO: City Clerk**

**FROM: EL&P Manager**

**RE: Distribution Tariffs – Effective January 1,2001**

---

January 1, 2001 will usher in a new era for the Alberta electric utility industry including the City of Red Deer Electric Light & Power Department. On that date all electricity customers in Alberta will be able to choose the electricity supplier of their choice and virtually all existing generation will be removed from regulation. As well, the City of Red Deer will no longer participate in the electricity retail business. The City will, however, continue owning and operating its existing and expanding distribution system.

This report deals with the requirement to prepare a Distribution Tariff for filing with the Alberta Energy and Utilities Board (the Board) by September 1, 2000. This Distribution Tariff covers the ownership and operation of the physical distribution system only with no electric energy costs included as in the current EL&P rates.

### **Legislative History**

The "Distribution Tariff Regulation" made pursuant to the "Electric Utilities Act" requires each owner of an electric distribution system to prepare a Distribution Tariff and file it with the Board, for information purposes, by September 1, 2000. City Council, as the regulator of the City's Distribution Tariff, must approve the tariff prior to filing with the Board.

The Regulation outlines the manner in which the tariff is to be prepared and its format. The tariff must also include the Terms and Conditions under which the tariff is made available. The tariff can not be amended prior to July 1, 2001.

### **Background**

This is our initial tariff prepared for distribution services only. It is primarily based on the year 2001 costs and revenues as contained in the approved year 2000 Budget with adjustments for major known and anticipated changes. In separating the costs and revenues into distribution and retail components, certain assumptions were made which can only be validated some time in 2001 after a period of operating as a distribution services provider only. However, we are quite confident that the new tariffs will realistically generate the required revenues for 2001.

In developing the initial tariffs, consideration was given to fairness and equity between the rate classes as well as to customers within each of the rate classes. Over the next few years these issues will need to be more fully addressed to correct some apparent problems without introducing undue rate shock to any customers.

This initial tariff prepared for a new and unknown market is not considered to be the most appropriate time to fully address these issues.

The new Distribution Tariffs introduce some new concepts in the preparation of the EL&P tariffs. The most notable new features are:

- New financial policies are implemented within the utility to better identify and quantify costs to enable tariffs to be developed in accordance with accepted regulatory practices. This matter was previously approved by City Council on January 11, 2000. Besides the normal operating and maintenance costs, separate costs are now identified for each of the following:
  - Property Taxes
  - Return on Rate Base (return to the City as the investor) which is related to other recognized financial indices such as bond rates adjusted for risk factors and returns of other similar utilities regulated by the Board.
  - Municipal Consent and Access Fee (Franchise Fee) to recognize the exclusive right to service the City and the use of City roads and right-of-way. The Distribution Tariff includes a 17% fee assessed against the distribution charge only which is identical in level and format to the current City Franchise Fee assessed to Atco Gas.
  - Corporate Cost Allocation to recognize the costs of the services provided to the utility by other City departments.
- New rate classifications for each of Traffic Light Service and Street Light Service to more properly recognize the very different load profiles between these two user groups and the other rate groups. Energy costs for these two new groups will likely also be quite different for the same reason.
- Two very comprehensive sets of Terms and Conditions detail the arrangements under which electrical distribution services will be provided to customers and to retailers. These documents provide considerably more detail than is included in the current Utility Bylaw and is indicative of the changing business environment.

### **Customer Impacts**

The impact on the customer's total electric service bill resulting from the new tariffs can not be identified with any reasonable certainty because these tariffs represent only one of the two segments of the customer's total cost. The cost of the electric energy component is not known and will not be known until retailers start marketing their product in a competitive market place later this year.

The above comments also apply to the Regulated Rate Option, which will be available to all residential and small commercial customers. A separate Regulated Rate Option tariff will be developed for presentation to City Council within the next month to meet the required Board filing date of October 1, 2000. This tariff will be developed jointly with Enmax who is contracted to supply the legislated energy obligations to Red Deer.

Both TransAlta and Atco Electric have filed their Distribution Tariffs with the Board, however, approval has not yet been received. Based on those filings, the Red Deer tariff is generally quite favorable and particularly favorable for the residential rate class. The Distribution Tariffs of Enmax, Epcor and Lethbridge will not be made public any earlier than Red Deer's and, thus, no comparison can be made with them.

For the purpose of providing a hypothetical total cost comparison, a scenario with an energy price increase of 19% over the price in the current Red Deer rates, was analyzed. This scenario represents an extremely low energy price based on today's prices. By combining that energy price with the proposed Distribution Tariffs, our analysis indicates that the average change to the various rate classes will be approximately:

- Residential +4.3%
- General Service (energy) -1.2%
- General Service (demand) -2.2%
- Primary Service (industrial) 0%

This comparison is very hypothetical and is certainly much less than the increases recently announced by most of the other utilities in view of the current extremely high energy prices.

### **Municipal Impacts**

The proposed tariffs provides a return to the City in dollars which represents no reduction from the current return made while the EL&P Department is also engaged in the retail business. The dollar value in 2001 is at the level indicated in the approved year 2000 Budget. The continuation of this dollar level of return will be presented for further discussion in the year 2001 Budget.

The timing of tariff approvals has become somewhat de-coupled from the internal City Budget process wherein any tariff changes are considered with the budget. Legislated dates have made this necessary for the initial Distribution Tariff filing, however, timing changes may be possible in the future to again enable tariff changes to be incorporated into the internal budget process.

### **Tariff Approval Process**

The proposed tariffs become effective January 1, 2001 and must be approved by means of a bylaw. A number of major changes must be made to the existing Utility Bylaw to incorporate the new tariffs into it; however, time does not permit the

existing bylaw changes to be made at this time. The existing Utility Bylaw will remain in effect until December 31, 2000 without change.

In discussion with the City Solicitor and the City Clerk, it was determined that the most expedient process is to have City Council pass a resolution approving the proposed Distribution Tariff with consequential Utility Bylaw amendments to be made prior to January 1, 2001.

**City Council Request**

It is requested that City Council approve the following by means of a resolution:

1. Distribution Tariff effective January 1, 2001, and
2. Terms and Conditions for Distribution Access Services including the Distribution Access Services Schedule of Fees all of which form part of the Distribution Access Tariff, and
3. Terms and Conditions for Retail Access Services including the Retail Access Services Schedule of Fees and the Retail Access Services Agreement all of which form part of the Distribution Access Tariff, and
4. Consequential Utility Bylaw amendments to incorporate the above three items, without further change, prior to January 1, 2001.



Al Roth  
EL&P Manager

**CITY OF RED DEER**  
**ELECTRIC LIGHT & POWER DEPARTMENT**  
**DISTRIBUTION TARIFF**

**GENERAL**

Effective Date

This Tariff is effective on January 1, 2001. It applies to all consumptions, whether estimated or actual, on and after January 1, 2001, for the use of System Access and Distribution Access services.

Terms and Conditions

The "Terms of Conditions for Distribution Access Services" and the "Terms and Conditions for Retail Access Services" are part of this Tariff. Furthermore, the "Schedule of Fees for Distribution Access Services", the "Schedule of Fees for Retail Access Services" and the "Retail Access Service Agreement" are also part of this Tariff.

Billing Demand

The kVA of Billing Demand with respect to the monthly billing period will be the greater of:

1. the highest kVA Metered Demand in the monthly billing period; or
2. the highest kVA Metered Demand in the 12 consecutive months including and ending with the monthly billing period.

The kVA Metered Demand will be measured by either a thermal demand meter having a demand response period of 90% in 15 minutes and a 30 minute test period, or 15 minute interval demand metering equipment.

The kVA of Billing Demand will be re-established on such shorter periods of time as designated by the Electric Light & Power Manager for the individual customer as warranted by that customer's changing load characteristics.

On-Peak Hours

On-peak hours are HE0900 to HE2100 Monday to Friday inclusive, including statutory holidays occurring Monday to Friday inclusive.

Off-Peak Hours

Off-peak hours are all hours except the on-peak hours.

Eligibility for Time-Of-Use Options

Customers wishing to take a time-of-use tariff option must have installed revenue-approved interval metering capable of recording 15-minute consumption information.

**RESIDENTIAL - RATE 61**

**Application** Applies to all residential premises which are measured by a single meter and which contain not more than two dwelling units.

**Distribution  
Tariff** Option 1

	Unit	System Access	Distribution Access
Basic Charge	\$ per month	2.14	8.90
Variable Charge	¢/kWh of all energy	0.42	0.68

Option 2 – Time-of-Use Option

	Unit	System Access	Distribution Access
Basic Charge	\$ per month	2.14	8.90
Variable Charge: on-peak	¢/kWh of on-peak energy	0.67	0.68
Variable Charge: off-peak	¢/kWh of off-peak energy	0.20	0.68

Note: Options 1 and 2 may not be combined.

**Municipal  
Consent  
And Access  
Fee** Assessed as 17% of each and every component of the Distribution Access Charge and is added to the customer's bill.

**Minimum  
Monthly  
Charge** Total Basic Charge (System Access plus Distribution Access), plus any applicable Municipal Consent and Access Fee.

**GENERAL SERVICE - RATE 63**

**Application** Applies to non-residential customers and to residential premises not entitled to Rate 61, plus the “house lights” services (including common area lighting and utility rooms) of apartment buildings where the kVA Metered Demand is less than 50 kVA. If the kVA Metered Demand exceeds 50 kVA, Rate 64 will be applied immediately and will be continued to be applied irrespective of future kVA Metered Demand.

Services are to be taken at one of the following nominal voltages:

- 120/240 Volts, single phase, 3 wire;
- 120/208Y Volts, network, 3 wire;
- 120/208Y Volts, three phase, 4 wire;
- 347/600Y Volts, three phase, 4 wire.

**Distribution  
Tariff**

Option 1

	Unit	System Access	Distribution Access
Basic Charge	\$ per month	7.67	6.27
Variable Charge	¢/kWh of all energy	0.42	2.34

Option 2 – Time-of-Use Option

	Unit	System Access	Distribution Access
Basic Charge	\$ per month	7.67	6.27
Variable Charge: on-peak	¢/kWh of on-peak energy	0.67	2.34
Variable Charge: off-peak	¢/kWh of off-peak energy	0.20	2.34

Note: Options 1 and 2 may not be combined.

**Municipal  
Consent  
And Access  
Fee**

Assessed as 17% of each and every component of the Distribution Access Charge and is added to the customer’s bill.

**Minimum  
Monthly  
Charge**

Total Basic Charge (System Access plus Distribution Charge), plus any applicable Municipal Consent and Access Fee.

**GENERAL SERVICE - RATE 64**

**Application** Applies to commercial and industrial installations where service is taken at the voltage listed for Rate 63 but where the kVA Metered Demand is 50 kVA or greater.

**Distribution  
Tariff**

## Option 1

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	0.78	3.84
Variable Charge	¢/kWh of all energy	0.42	0.09

## Option 2 – Time-of-Use Option

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	0.78	3.84
Variable Charge: on-peak	¢/kWh of on-peak energy	0.67	0.09
Variable Charge: off-peak	¢/kWh of off-peak energy	0.20	0.09

Note: Options 1 and 2 may not be combined.

**Municipal  
Consent  
And Access  
Fee**

Assessed as 17% of each and every component of the Distribution Access Charge and is added to the customer's bill.

**Minimum  
Monthly  
Charge**

Total Demand Charge (System Access plus Distribution Access), plus any applicable Municipal Consent and Access Fee.

**LARGE GENERAL SERVICE/INDUSTRIAL - RATE 78**

**Application** Applies where 4,160 volts or greater is available with adequate system capacity and service is taken at 4,160 volts or greater, balanced three phase and the kVA Metered Demand is not less than 1000 kVA.

Rate 78 is also applicable to all customers who were billed on Rate 78 prior to December 31, 2000 regardless of the kVA Metered Demand.

**Distribution  
Tariff**

## Option 1

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	0.92	3.00
Variable Charge	¢/kWh of all energy	0.41	0.09

## Option 2 – Time-of-Use Option

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	0.92	3.00
Variable Charge: on-peak	¢/kWh of on-peak energy	0.65	0.09
Variable Charge: off-peak	¢/kWh of off-peak energy	0.20	0.09

Note: Options 1 and 2 may not be combined.

**Municipal  
Consent  
And Access  
Fee**

Assessed as 17% of each and every component of the Distribution Access Charge and is added to the customer's bill.

**Minimum  
Monthly  
Charge**

Total Demand Charge (System Access plus Distribution Access), plus any applicable Municipal Consent and Access Fee.

**STREET LIGHT SERVICE - RATE 81**

**Application** Applies to standard street light fixtures.

**Distribution  
Tariff** Option 1

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	1.25	4.15
Variable Charge	¢/kWh of all energy	0.26	0.42

Option 2 – Time-of-Use Option

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	1.25	4.15
Variable Charge: on-peak	¢/kWh of on-peak energy	1.13	0.42
Variable Charge: off-peak	¢/kWh of off-peak energy	0.13	0.42

Note: 1. Options 1 and 2 may not be combined.  
2. Demand and consumption values of individual fixtures will be established by the Electric Light & Power Manager and will be reviewed by the Electric Light & Power Manager from time to time.

**Municipal  
Consent  
And Access  
Fee** Assessed as 17% of each and every component of the Distribution Access Charge and is added to the customer's bill.

**Minimum  
Monthly  
Charge** Total Demand Charge (System Access plus Distribution Access), plus any applicable Municipal Consent and Access Fee.

**TRAFFIC LIGHT SERVICE - RATE 82**

**Application** Applies to standard traffic light systems.

**Distribution  
Tariff**

Option 1

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	1.25	4.15
Variable Charge	¢/kWh of all energy	0.44	0.18

Option 2 – Time-of-Use Option

	Unit	System Access	Distribution Access
Demand Charge	\$/kVA of Billing Demand per month	1.25	4.15
Variable Charge: on-peak	¢/kWh of on-peak energy	0.66	0.18
Variable Charge: off-peak	¢/kWh of off-peak energy	0.21	0.18

- Note: 1. Options 1 and 2 may not be combined.  
 2. Demand and consumption values of individual fixtures will be established by the Electric Light & Power Manager and will be reviewed by the Electric Light & Power Manager from time to time.

**Municipal  
Consent  
And Access  
Fee**

Assessed as 17% of each and every component of the Distribution Access Charge and is added to the customer's bill.

**Minimum  
Monthly  
Charge**

Total Demand Charge (System Access plus Distribution Access), plus any applicable Municipal Consent and Access Fee.

**Comments:**

We agree with the recommendations of the E.L. & P. Manager with respect to the steps required at this time for the filing of a Distribution Tariff with the Alberta Energy and Utilities Board.

The filing of the Distribution Tariff represents the first major step for The City as we move to a deregulated electricity environment.

It should be pointed out that once the Distribution Tariff is filed with the Board by September 1, 2001, no changes can be considered until after July 1, 2001. Therefore, when the bylaw is presented before the end of this year the tariffs incorporated into that bylaw will be those for which approval is requested now. The tariffs in the bylaw will remain in effect until July 1, 2001.

Steps were taken in previous business plans to help with the transition to a deregulated environment. As can be seen in the report, the impacts on the customer on January 1, 2001 are expected to be minimal as compared to rate increases being reported in other parts of the province. At the same time the return to The City's general revenues in 2001 will be maintained at levels previously projected. This will assist in planning the revenues for future operating budgets.

"G. D. Surkan"  
Mayor

"N. Van Wyk"  
City Manager

**COUNCIL MEETING OF AUGUST 14, 2000**

**ATTACHMENT**

**DOCUMENT STATUS: PUBLIC**

**REFERS TO: City of Red Deer  
Electric Light & Power Department  
DISTRIBUTION TARIFF:**

**TERMS & CONDITIONS FOR  
RETAIL ACCESS SERVICES**

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 1 of 37

---

**TERMS AND CONDITIONS  
FOR RETAIL ACCESS SERVICES  
TABLE OF CONTENTS**

<b>1.0 DEFINITIONS</b>	<b>4</b>
<b>2.0 INTERPRETATIONS</b>	<b>8</b>
2.1 Conflicts	8
2.2 Headings	8
<b>3.0 GENERAL PROVISIONS</b>	<b>8</b>
3.1 Tariff	8
3.2 Effectiveness of Terms and Conditions	8
3.3 Amendment of Terms and Conditions	8
3.4 Application of these Terms and Conditions	9
3.5 Modification of Terms and Conditions	9
<b>4.0 RETAIL ACCESS SERVICE</b>	<b>9</b>
4.1 Provision of Retail Access Service	9
4.2 Initiation of Distribution Access Service	9
4.3 Reasonable Efforts	9
4.4 System Controller Requirements	10
4.5 Compliance With Governmental Directives	10
4.6 Disconnection	10
4.6.1 Disconnection of a Site	10
4.6.2 Disconnection at Request of Retailer	10
4.6.3 Fees	10
<b>5.0 ARRANGEMENT FOR SYSTEM ACCESS SERVICE</b>	<b>11</b>
<b>6.0 METER SERVICES</b>	<b>11</b>
6.1 Provision of Meters	11
6.2 Provision of Interval Meters	11
6.3 Changes to Metering Equipment	11
6.4 Meter Testing	12
6.5 Meter Service Requests	12
6.6 Meter Upgrade and Non-standard Meters	12
<b>7.0 METER DATA MANAGEMENT</b>	<b>12</b>
7.1 Meter Reading	13
7.1.1 Schedule for Meter Reading	13
7.1.2 Record of Meter Readings	14
7.1.3 Off-Cycle Reads	14
7.1.4 Exchange of Data	14
7.2 Estimated Consumption	14
7.3 Unauthorized Use of Electricity	15
7.4 Reporting	15
7.4.1 Metering Information	15

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 2 of 37**

---

7.4.2	Remotely Read Interval Meters	15
<b>8.0</b>	<b>LOAD SETTLEMENT SERVICE</b>	<b>16</b>
8.1	Responsibilities	16
8.1.1	Hourly Energy Consumption	16
8.1.2	Distribution Losses and Unaccounted For Energy (UFE)	16
8.2	Settlement Process	17
8.2.1	Settlement Calculations	17
8.2.2	Settlement Interval	17
8.3	Load Profiling	17
8.3.1	Profiling	17
8.3.2	Deemed Load Profiles	17
8.4	Reporting/Posting Information	18
8.5	Fee For Service	18
<b>9.0</b>	<b>ENROLLMENT</b>	<b>18</b>
9.1	The City and Retailer Shared Responsibilities	18
9.1.1	Supply of Data and Information	18
9.1.2	Record Retention	19
9.2	The City Responsibilities	19
9.2.1	Towards Retailers	19
9.2.2	Codes of Conduct	19
9.2.3	Retailer/Customer Relations	19
9.3	Retailer Responsibilities	20
9.3.1	Retailer Due Diligence in Customer Switch	20
9.3.2	Enrollment Submission and Notification	20
9.4	Provision of Consumption History to Retailers	21
9.5	Processing Enrollments	21
9.6	Termination of Retailer Relationship with Customer	21
9.7	Customer Moves	21
9.8	Change of Retailers	22
9.9	Customer Information	22
9.10	Energize Site	22
9.11	Drop Site	22
9.12	De-energize Site	23
9.13	Retiring Site Identifier	23
9.14	Identification Numbers	23
9.15	Provision of Consumption History to Customers	24
<b>10.0</b>	<b>BILLING</b>	<b>24</b>
10.1	Billing for Distribution Tariff Services	24
10.2	Billing for Transaction Service and Fee Based Services	24
10.3	Payment by Customer	25
10.4	Late Payment Charges	25
10.5	Default/Failure to Pay	25
10.6	Estimated Invoices	25
10.7	Payment of Accounts	26
10.8	Collection of Taxes	26
10.9	Billing Adjustments	26

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 3 of 37

---

<b>11.0 ELIGIBILITY OF RETAILER</b>	<b>27</b>
11.1 Eligibility of Retailer	27
11.1.1 Licensing	27
11.1.2 Prudential Requirements	27
11.1.3 Agreement between the City and Retailer	28
11.1.4 Communications Capabilities	28
11.1.5 Requirements for Exchange of Energy	28
11.2 Confidentiality	29
<b>12.0 SUPPLIER OF LAST RESORT</b>	<b>29</b>
<b>13.0 CONSUMER PROTECTION</b>	<b>29</b>
13.1 Disclosure	29
13.2 Errors Discovered by Retailers	30
<b>14.0 DEFAULT</b>	<b>30</b>
14.1 Event of Default	30
14.2 Rights Upon Default	31
<b>15.0 LIABILITY AND INDEMNIFICATION</b>	<b>31</b>
15.1 Limitation of Liability	31
15.2 Indemnification	32
15.3 Force Majeure	32
15.4 Interruption	33
<b>16.0 DISPUTE RESOLUTION</b>	<b>33</b>
16.1 Resolution by the City and Retailer	33
16.2 Resolution by Arbitration	33
16.3 Arbitration Procedure	33
16.3.1 Arbitrators	33
16.3.2 Failure to Concur	34
16.3.3 Decision	34
16.3.4 Late Decision	34
16.3.5 Technical Competence	35
16.3.6 Application of the Arbitration Act (Alberta)	35
16.3.7 Single Arbitrator	35
16.3.8 Decisions Binding	35
16.4 Continuity of Service	35
<b>17.0 MISCELLANEOUS</b>	<b>35</b>
17.1 Single Retailer for Customer Site	35
17.2 Compliance with Applicable Legal Authorities	36
17.3 No Assignment	36
17.4 No Waiver	36
17.5 Notice	37
17.6 Law	37

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 4 of 37

---

**TERMS AND CONDITIONS  
FOR RETAIL ACCESS SERVICES**

These Terms and Conditions set forth the terms and conditions upon which the City of Red Deer (the City) will provide Retail Access Services to Retailers. These Terms and Conditions shall be incorporated into, and form part of, the City's Distribution Tariff.

**1.0 DEFINITIONS**

The following words and phrases, whenever used in these Terms and Conditions, a Rate Schedule, a Schedule of Fees or a Retail Access Services Agreement, shall have the respective meanings set out below.

- a) "Alberta Interconnected Electric System" or "AIES" means the "interconnected electric system" as defined in the EUA.
- b) "Billing Period" means the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings.
- c) "Board" means the Alberta Energy and Utilities Board.
- d) "Business Day" means any day other than a Saturday, Sunday or a day which is a holiday as holiday is defined in the *Interpretation Act* (Alberta).
- e) "Business Guidelines for Retail Access" means the document setting out the rules and procedures for the business transactions between the City and Retailers, as may be modified by the City from time to time in relation to the provision of Retail Access Services under these Terms and Conditions.
- f) "City" means The City of Red Deer or an employee or agent designated by the City of Red Deer;
- g) "Customer" has the meaning ascribed thereto in the EUA.
- h) "Day of Flow" means a calendar day during which Distribution Access Services are provided.
- i) "De-energized" means the disconnection of metering or electrical equipment to the Distribution System that prevents Energy from flowing to the Site.
- j) "Demand" means the maximum rate at which Energy is delivered by the City (expressed in kilowatts, kilovoltamperes or other suitable engineering units) at a given instant or averaged over any designated period of time.

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 5 of 37**

- 
- k) "Department" means the Electric Light & Power Department of the City acting as the City's Wire Services Provider as defined in the EUA, and includes a person or agent authorized to act on its behalf.
  - l) "Distribution Access Service" means "distribution access service" as defined in the EUA.
  - m) "Distribution System" means "electric distribution system" as defined in the EUA.
  - n) "EIP" means the City's or a designated agent's Enrollment and Information Provision system.
  - o) "Electricity Services" means "electricity services" as defined in the EUA.
  - p) "Emergency" means (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel; or (iii) a condition that requires implementation of Emergency Operations Procedures as defined in the System Controller's/Transmission Administrator's Manual; or (iv) any other condition or situation that the City or the System Controller deems imminently likely to endanger life or property or to affect or impair the City's Distribution System or the electrical systems of others to which the City's Distribution System is directly or indirectly connected (a "Connected Entity"). Such a condition or situation may include but is not limited to potential overloading of the City's Distribution System, Facilities, transmission and/or distribution circuits, System Controller minimum generation ("light load") conditions, or unusual operating conditions on either the City's Distribution System, Facilities, transmission and/or distribution circuits or a Connected Entity's electrical system, or conditions such that the City is unable to deliver Energy for a Retailer without jeopardizing the City's Distribution System, Facilities, transmission and/or distribution circuits or a Connected Entity's electrical system.
  - q) "Energized" means the connection of metering or electrical equipment to the Distribution System that permits Energy to flow to the Site.
  - r) "Energy" means "electric energy" as defined in the EUA.
  - s) "Exchange" means "exchange" as defined in the EUA.
  - t) "EUA" means the *Electric Utilities Act*, S.A. 1995, c.E-5.5, including the regulations enacted thereunder, as re-enacted, amended, supplemented or replaced from time to time.
  - u) "Facilities" means the City's physical facilities including, without limitation, transmission and distribution lines, wires, transformers, meters, meter reading devices and other electrical apparatus.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 6 of 37**

- 
- v) "Force Majeure" means acts of God, strikes, walkouts, 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, laws, orders, restraints or acts of courts or other public, civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the City's Distribution System is interconnected, failure of any supplier or Retailer to perform, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within the control of the City; provided that in no event shall the City's or the Retailer's lack of finances or inability to perform due to financial condition constitute Force Majeure.
- w) "Load" means the Demand and Energy delivered or required to be delivered to a Site.
- x) "Load Settlement" means the functions set out in the Settlement System Code.
- y) "MDM" means Meter Data Management which includes the provision of meter reading and data management services, which are related generally to meter reading, data manipulation and data provision to market participants.
- z) "Month" means a calendar month.
- aa) "Person" includes an individual, firm, partnership, association, joint venture, body corporate, corporation, trustee, executor, administrator, legal representative or organization.
- bb) "Point of Delivery" is the measured interconnection point between the AIS (transmission) and the distribution system.
- cc) "Power Pool" means the "power pool" as defined in the EUA.
- dd) "Power Pool Administrator" means the person appointed from time to time under paragraph 9(1)(b) of the EUA.
- ee) "Prudential Requirements" means the requirements established by the City as set out in Section 11.1.2 of these Terms and Conditions.
- ff) "Rate Schedule" means a schedule forming part of the Distribution Tariff that sets out the charges to Retailers for the provision of Retail Access Services, as amended from time to time.
- gg) "Retail Access Services" means the services provided by the City to Retailers pursuant to these Terms and Conditions and includes without limitation Distribution Access Service and also includes MDM, load settlement, and meter services (as set out in Sections 7, 8 and

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 7 of 37**

---

6 respectively of these Terms and Conditions) and other related services as offered by the City from time to time.

- hh) "Retail Services Agreement" means the agreement between the City and a Retailer which sets forth the terms upon which the City provides Retail Access Services to the Retailer and whereby the Retailer agrees to these Terms and Conditions for Retail Access Services and the associated Rate Schedule and Schedule of Fees.
- ii) "Retailer" means a "retailer", as defined in the EUA.
- jj) "Retailer of Record" means the Retailer who is listed in the City's records through the Business Guidelines for Retail Access outlined in Section 9 of these Terms and Conditions, and thereby recognized by the City, as a Customer's Retailer for a Site at a particular time.
- kk) "Schedule of Fees" means the schedule setting out charges for Retail Access Services.
- ll) "Settlement System Code" means the Settlement System Code as established under the authority of the EUA and as amended from time to time by the Minister or the Executive Director of the Department of Resource Development.
- mm) "Settlement Zone" means the collection of Customers for which Load Settlement is calculated as described in the Settlement System Code.
- nn) "Site" means the point of end use consumption.
- oo) "Supplier of Last Resort" means a Retailer appointed by the City to provide services to Customers as set out in the Roles, Relationships and Responsibilities Regulation made under the EUA, as amended, supplemented or replaced from time to time.
- pp) "System Access Service" means "system access service" as defined in the EUA.
- qq) "System Controller" means the person appointed from time to time under paragraph 9(1)(c) of the EUA to carry out the system control function of the Power Pool.
- rr) "Terms and Conditions" shall mean these Terms and Conditions for Retail Access Services, as amended, supplemented or replaced from time to time.
- ss) "Terms and Conditions for Distribution Access Services" means the document, as amended, supplemented or replaced from time to time, which sets forth the terms and conditions upon which the City will provide Distribution Access Services to Customers.
- tt) "Transmission Administrator" means the person appointed by the Lieutenant Governor in Council to act as the transmission administrator pursuant to Part 3 of the EUA.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 8 of 37**

---

uu) "Unaccounted for Energy" or "UFE" means the difference between total system Load and the total of the measured and estimated Loads of all the Sites including the allocated losses.

**2.0 INTERPRETATIONS**

**2.1 Conflicts**

If there is any conflict between a provision expressly set out in a Retail Access Services Agreement, Rate Schedule, Schedule of Fees and these Terms and Conditions, the express provision of the Retail Access Services Agreement, Schedule of Fees or Rate Schedule as the case may be, shall govern.

**2.2 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.

**3.0 GENERAL PROVISIONS**

**3.1 Tariff**

The City furnishes its various Retail Access Services under a tariff (the "Distribution Tariff") which includes these Terms and Conditions, the Terms and Conditions for Distribution Access Services and the associated Rate Schedules, a Schedule of Fees and a *pro forma* Retail Access Services Agreement. The Distribution Tariff is available for public inspection during normal business hours at the business offices of the City or the Department, has been filed with the Board for information purposes and may be posted on the City's web site.

**3.2 Effectiveness of Terms and Conditions**

These Terms and Conditions are included as support for the Distribution Tariff and have been approved by the City of Red Deer. These Terms and Conditions come into force on January 1, 2001 and will be in force until another Distribution Tariff application is approved.

**3.3 Amendment of Terms and Conditions**

The City may amend these Terms and Conditions from time to time. When an amendment is approved, revisions will be made to the Distribution Tariff, with the effective date of the amendments indicated in the revised section(s).

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 9 of 37**

---

**3.4 Application of these Terms and Conditions**

These Terms and Conditions apply to the City and each Retailer who enters into a Retail Access Services Agreement with the City.

**3.5 Modification of Terms and Conditions**

No agent or employee of the City is authorized to modify any provision, charge, or rate contained in these Terms and Conditions, the Rate Schedule or the Schedule of Fees or to bind the City to perform in any manner inconsistent with these Terms and Conditions, the Rate Schedule or the Schedule of Fees.

**4.0 RETAIL ACCESS SERVICE**

**4.1 Provision of Retail Access Service**

The City will offer Retail Access Services to Retailers who have demonstrated eligibility under the City's Eligibility Requirements set out in Section 11 of these Terms and Conditions. The City will provide Retail Access Services for the Retailer, upon and subject to the terms and conditions set out in these Terms and Conditions.

**4.2 Initiation of Distribution Access Service**

To initiate Distribution Access Services in respect of a Customer, the Retailer shall enroll that Customer, in accordance with Section 9 of these Terms and Conditions and the Business Guidelines for Retail Access. The Retailer shall not request enrollment until all applicable rescission periods have elapsed.

If the information on the enrollment request and other information required by the City is complete and correct, the City shall process the request for enrollment in accordance with Section 9 of these Terms and Conditions and the Business Guidelines for Retail Access. Once the City completes the processing of the enrollment request, the Retailer shall become the Retailer of Record for that particular Customer.

**4.3 Reasonable Efforts**

The City shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction of Distribution Access Service to the extent reasonably practicable under the circumstances, to provide the Retailer with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume Distribution Access Service as promptly as reasonably practicable.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 10 of 37**

---

**4.4 System Controller Requirements**

The Retailer acknowledges and agrees that the City is bound by all System Controller operating instructions, policies and procedures as are set forth in the Power Pool Rules and Power Pool Codes of Conduct, as may be revised from time to time, which are needed to maintain the integrity of the Alberta Interconnected Electric System. The Retailer acknowledges and agrees that it will cooperate with the City so that the City will be in compliance with all System Controller operations procedures, which include, but are not limited to, those procedures pertaining to minimum and maximum generation Emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction or full interruption of Customer Load by either manual or automatic means.

**4.5 Compliance With Governmental Directives**

The Retailer acknowledges and agrees that the City may need to act in response to governmental or civil authority directives or regulatory orders, which may affect Customer Load. The Retailer agrees to cooperate with the City in order to enable the City to comply with all such directives or orders.

**4.6 Disconnection**

**4.6.1 Disconnection of a Site**

The City may disconnect a Site, and thereby discontinue Distribution Access Services in respect of a Customer, in accordance with the provisions set forth in the Terms and Conditions for Distribution Access Services.

**4.6.2 Disconnection at Request of Retailer**

The City will disconnect a Site and discontinue Distribution Access Services in respect of a Customer, where the Retailer requests on behalf of the Customer, physical disconnection of Distribution Access Services by submitting a "disconnection request" notice to the City.

The City will discontinue Distribution Access Service in response to a request from the Retailer it has appointed as the Supplier of Last Resort upon receipt of a "disconnection request" notice.

**4.6.3 Fees**

The City may charge fees to Retailers for processing the transactions described in Section 4 of these Terms and Conditions in accordance with the Schedule of Fees which is attached as part of the Distribution Tariff.

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 11 of 37

---

**5.0 ARRANGEMENT FOR SYSTEM ACCESS SERVICE**

The City shall obtain from the Transmission Administrator, System Access Services that the City considers necessary to enable the transportation of Energy that will be sold or provided by a Retailer to its Customers. The Retailer shall be responsible for all charges paid or payable by the City to the Transmission Administrator for System Access Services obtained by the City for Customers of the Retailer.

**6.0 METER SERVICES**

The City provides all meter services within its service area. The City will only install meters approved by the City.

**6.1 Provision of Meters**

The City will provide, install and seal the meters for measuring Energy supplied to Customers of the Retailer in accordance with the City's Terms and Conditions for Distribution Access Services. A Demand meter will be installed as required.

**6.2 Provision of Interval Meters**

Time of use or interval meters shall be installed for a Customer who has a demand exceeding the threshold established by the City from time to time, in accordance with Settlement System Code. Once an interval meter has been installed, it will not be removed unless the City abandons the socket. For new Customers moving into existing space, the City will make an estimate of Site Demand, and if the estimate exceeds the threshold established by the City, an interval meter will be installed. For an existing Site where modifications are made to the infrastructure requiring Load to exceed the threshold established by the City, an interval meter will be installed. Where an actual meter is installed in accordance with this Section 6.2, the costs of the new interval meter, including installation, will be borne by the City.

**6.3 Changes to Metering Equipment**

A Retailer or a Customer can request a new meter.

Customer requests for a new meter will be processed as per the City's Customer Service Guidelines.

Should a Retailer request a new meter and/or a communication device be attached to the existing meter, the request shall be made in accordance with the provisions set out in the Business Guidelines for Retail Access and the City shall provide, install, test, and maintain the requested metering and/or communication device. The Retailer shall bear the cost incurred by the City in providing and installing the meter or attaching the communication device per the Schedule of Fees. Upon installation, the meter or communication device shall remain the

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 12 of 37

---

property of the City and will be maintained by the City. The City shall complete installation of the meter or attachment of the communication device, if reasonably possible, within 60 days of receiving a request from the Retailer. The City shall invoice the Retailer upon installation and the Retailer shall make payment prior to the meter being energized or the communication device being placed into service.

**6.4 Meter Testing**

The City will test any meter provided by the City at the request of the Retailer subject to the charges set out in the Schedule of Fees which form part of the Distribution Tariff. If a Customer suspects that its meter may be malfunctioning, the Customer may request that its Retailer arrange for testing of the meter. If the Retailer determines an off-cycle read or test of the meter is warranted the Retailer may request that the City test the meter. If the City determines the meter is operating outside tolerances specified by Measurement Canada, the cost of testing and replacement will be borne by the City. In all other circumstances, the Retailer will be responsible for the costs incurred by the City to test the meter in accordance with the Schedule of Fees.

**6.5 Meter Service Requests**

All standard meter service requests from Retailers including new meter installation, meter upgrades, exchange of meters, installation of meter communication devices, verification of meter accuracy and installation of Load limiting devices, and non-standard meter service requests including the provision and installation of pulse initiators (for Building Management System or Energy Management System), certification of non-revenue meters for Retailer/Customer use only and installation of non-revenue meter for Retailer/Customer use only, will be processed as per the Business Guidelines for Retail Access.

**6.6 Meter Upgrade and Non-standard Meters**

Requests by Retailers for the provision of a meter up-grade and non-standard meters, communication equipment and data field recordings will incur an extra service charge as indicated in the Schedule of Fees that forms part of the Distribution Tariff.

**7.0 METER DATA MANAGEMENT**

Meter Data Management (MDM) includes the management of all consumption data, including information from non-interval and interval meters. Subsections 7.1 to 7.4 inclusive refer to standard services received by Retailers under the Distribution Tariff in accordance with the rates set out in the Rate Schedule which forms part of the Distribution Tariff. Estimation algorithms are recorded and maintained for consumption data as it is stored. This information is available to the appropriate Customer and/or Retailer upon request.

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 13 of 37**

---

The City's validation, editing and estimation (VEE) standards will be reviewed and modified from time to time as appropriate. Retailers will be responsible for acquiring information about meter reading cycles of the Customer.

**7.1 Meter Reading**

The City shall use its best efforts to take an actual meter reading in accordance with the following:

**7.1.1 Schedule for Meter Reading**

The following meter reading requirements will be used for remotely read interval meters:

Remotely read interval meters will be read daily. The read day will be midnight on the day before the Day of Flow to midnight on the Day of Flow.

- By noon on the first Business Day after the Day of Flow, 80 percent of the interval data for the prior day for which the City is responsible, will have undergone VEE.
- By noon on the second Business Day after the Day of Flow, 100 percent of the interval data for the Day of Flow for which the City is responsible, will have undergone VEE.
- If actual interval data is not available, an estimate will be made in accordance with the time periods set out herein.
- VEE standards will be used to determine the maximum amount of estimated data that may be used.

The following meter reading requirements will be used for interval meters that are not remotely read:

- Non-remotely read interval meters will be read once per month.
- By noon on the first Business Day after the meter reading, 80 percent of the interval data for the prior period, for which the City is responsible, will have undergone VEE.
- By noon on the fourth Business Day after the meter-reading day, 100 percent of the meter data for which the City is responsible will have undergone VEE.
- If actual interval data is not available, an estimate will be made in accordance with the time periods set out herein.

The following meter reading requirements will be used for consumption meters that are not remotely read:

- Consumption meters that are not remotely read must be read at least as often as they are currently read.
- By noon on the third Business Day after the scheduled meter reading, 80 percent of the consumption data for which the City is responsible will have undergone VEE.

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 14 of 37**

- 
- By noon on the fourth Business Day after the meter-reading day, 100 percent of the consumption data for which the City is responsible will have undergone VEE.
  - If no reading has been obtained by the fourth Business Day after the scheduled meter reading, an estimate will be provided in accordance with VEE rules.

**7.1.2 Record of Meter Readings**

An accurate record will be kept by the City of meter readings which will be the basis for bills rendered by the Retailer to its Customers for Electricity Services and rendered by the City to the Retailer for Distribution Access Services provided for Customers of the Retailer.

**7.1.3 Off-Cycle Reads**

The City will read any meter provided by the City at the request of the Retailer subject to the charges set out in the Schedule of Fees which forms part of the Distribution Tariff. If a Customer suspects that its meter may be malfunctioning, the Customer may request that its Retailer arrange for an off-cycle meter read. If the Retailer determines an off-cycle read of the meter is warranted the Retailer may request this of the City. If the meter is malfunctioning, the cost of read and replacement are borne by the City.

**7.1.4 Exchange of Data**

The City will use the following process to exchange usage and non-usage meter data with Retailers:

Medium for the Exchange of Meter Data:

- The City will use internet for the exchange of both interval and consumption data in a format set out in the Settlement System Code.

Medium for the Exchange of Non-usage Meter-related Data:

- If a Retailer requests meter characteristic information for a Customer it has enrolled as described in Section 9 of these Terms and Conditions, the data will be exchanged via E-mail or Fax.

**7.2 Estimated Consumption**

The amount of Energy and Demand used by a Customer of the Retailer at a Site will be estimated by the City based on the best available sources of information to:

- Provide Retailers with estimated values for their billing purposes, and
- Provide the City with estimated usage and Demand values for purposes of billing for Distribution Access Services.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 15 of 37**

---

Estimated values will be used:

- Where a meter is inaccessible due to conditions on the Customer's premises;
- If the seal of a meter is broken or if from any cause, the meter does not register correctly;
- If the meter reading fails automated validation; or
- If for any other reason the meter reading accuracy is considered suspect by the City.

**7.3 Unauthorized Use of Electricity**

Where the City determines that there has been unauthorized use of electric service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of Energy whereby the City is denied full compensation for Retail Access Services provided, the City will inform the Retailer of the City's estimate of such unauthorized use consistent with Section 4 of the Terms and Conditions for Distribution Access Services.

**7.4 Reporting**

**7.4.1 Metering Information**

The City will be the sole source of metering information for all market participants in the City service area. Every Business Day, the City will send to Retailers the following information:

- Any new validated, estimated and edited (VEE) monthly consumption meter reads available as of that Business Day (including demand-metered customers).
- Any new validated, estimated and edited interval (VEE) meter readings available as of that Business Day.
- Any adjustments to previously forwarded metering data.

The City will send both the consumption value and the dial reads.

The above information will be provided according to procedures outlined in the Settlement System Code.

**7.4.2 Remotely Read Interval Meters**

Hourly usage data from remotely read interval meters will be made available on a daily basis. The City will make its estimation algorithms publicly available. Requests for additional information or information in a different format than that set out in the Settlement System Code, if available, will be made available to the requestor on a fee-for-service basis. The City retains the right to decline information service requests, based on information complexity, and availability of both data and resources.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 16 of 37**

---

**8.0 LOAD SETTLEMENT SERVICE**

Load Settlement is the process of combining real measurements and statistical disciplines to allocate Energy consumption values for each hour of each day for each Retailer.

**8.1 Responsibilities**

The primary responsibilities under Load Settlement are the measurement and estimation of hourly usage, losses, and Unaccounted For Energy (UFE). Procedures for measuring and estimating are described in detail in the Settlement System Code. The main functions are:

- Determine the hourly Energy consumed at each Site,
- Allocate to each Retailer the hourly Energy consumed,
- Calculate and allocate hourly system losses and UFE,
- Report settlement system operational diagnostics,
- Provide settlement data to the Power Pool.

Hourly Load estimates for non-interval metered Customers will be based upon Load profiles.

**8.1.1 Hourly Energy Consumption**

Total energy consumption for each settlement hour will equal the total Point of Delivery (POD) readings for that hour within each Settlement Zone.

**8.1.2 Distribution Losses and Unaccounted For Energy (UFE)**

Distribution losses are calculated based on total system Load. The hourly loss factors used in the calculation will be based on the month and the day of the week.

Unaccounted For Energy is calculated as the total system Load minus the sum of:

- deemed Loads
- total interval-metered Load
- total Energy allocated by Load profiles to non-interval metered Sites
- total allocated system losses.

Distribution losses are allocated to each Retailer based on its share of total energy consumption for the Settlement Zone. Unaccounted For Energy is allocated to a Retailer for the Settlement Zone based on its share of total Energy consumption plus losses.

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 17 of 37

---

**8.2 Settlement Process**

**8.2.1 Settlement Calculations**

Settlement for each day is performed in three phases. Initial Settlement is carried out within a few days of the Day of Flow, Interim Settlement is carried out after approximately three months and Final Settlement is carried out after approximately seven months. The Settlement System Code describes the settlement process in detail. The City will use the "rolling daily" method for Interim and Final Settlement as described in the Settlement System Code.

Initial Settlement is based largely on estimates and forecasts. Actual meter data are incorporated in the Interim and Final settlement. No further data changes are incorporated after the Final Settlement. Revisions after Final Settlement will be on a financial basis outside of the Load Settlement processes.

**8.2.2 Settlement Interval**

The time interval during which Load obligations must be calculated is set by the Power Pool and is not directly within the control of the City. Currently the Power Pool makes settlements based on hourly intervals.

**8.3 Load Profiling**

**8.3.1 Profiling**

The profiling cap for the City is established at 2000 kVA. All Sites with Load above that level are or will be equipped with interval meters. Profiles are not required for interval metered Sites.

The City will utilize the following for Load profiling:

- Adjusted Net System Load Shape for all Sites except unmetered Sites and Sites with interval meters.
- Deemed Load profiles for unmetered Sites.

**8.3.2 Deemed Load Profiles**

Deemed Load profiles are pre-specified Load shapes defined in advance. The City will only use "deemed profiles" for unmetered Sites. Examples of unmetered loads include, but are not limited to the following:

- street lighting;
- traffic lights;
- telephone booths; and

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 18 of 37**

- 
- outdoor advertising signs.

**8.4 Reporting/Posting Information**

Settlement algorithms, Load profiles, UFE, losses, loss classes and Settlement Zone consumption data will be made publicly available. Individual Retailers will have access only to their consumption data, being restricted from access to other Retailers' consumption data. Information reporting will be consistent with the Settlement System Code.

The Settlement System Code calls for a number of standard content, standard format electronic transactions which the City will implement as described therein. A number of standard content, non-standard format transactions are also described. These are implemented in a variety of ways including electronic interface via internet, fax, e-mail, or telephone. For transactions and requests supported on the internet, the website will be the only mechanism provided, and its use will be considered mandatory.

**8.5 Fee For Service**

Custom reports and other data will be provided to Retailers on request, on a fee-for-service basis as per the Schedule of Fees which forms part of the Distribution Tariff. These reports and data might be expected to include detailed extracts of data that is used in settlement but not provided in the standard information complement as mandated by the Settlement System Code. The provision of reports and data requested under this Section may be subject to Customer consent.

**9.0 ENROLLMENT**

Enrollment is the process whereby a Retailer declares a relationship with a Site. That is, it communicates to the City that it assumes responsibility for Retail Access Service for that Site.

Retailers are required to use the enrollment process described in the Settlement System Code. All enrollments will be carried out by Site identifier.

The City provides a capability to look up Site identifiers within its service area on the internet.

A Site must be enrolled with a Retailer before Energy can flow.

**9.1 The City and Retailer Shared Responsibilities**

**9.1.1 Supply of Data and Information**

The Retailer and the City shall supply to each other all data, materials or other information that is specified in these Terms and Conditions, or that may otherwise

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 19 of 37**

---

reasonably be required by the Retailer or the City in connection with the provision of Retail Access Services.

**9.1.2 Record Retention**

The Retailer and the City shall comply with all record retention provisions of the EUA, as they are and may, from time to time, be modified.

**9.2 The City Responsibilities**

**9.2.1 Towards Retailers**

The City undertakes to do the following in accordance with these Terms and Conditions:

- Maintain Site information for all Sites that are included in Load Settlement;
- Maintain an on-line service to allow any qualified Retailer to find the unique Site identifier, given the address of the Site;
- Process, in a standard manner, all enrollment requests that are received, irrespective of the identity of the Retailer submitting the request, and under the assumption that the Retailer has permission to enroll the Site;
- Maintain Customer information as it is supplied by the Retailer; and
- In the event of a Retailer failure or default, pass Site and Customer information for affected Customers to the Supplier of Last Resort.

Enrollment discrepancies, depending on the severity and frequency, may be reported to the Market Surveillance Administrator for further investigation.

**9.2.2 Codes of Conduct**

The codes of conduct contained or made pursuant to the regulations under the EUA are incorporated into these Terms and Conditions by reference.

**9.2.3 Retailer/Customer Relations**

The City is neither bound by, nor will it enforce contracts between Retailers and their Customers. Additionally, the City will not mediate disputes between a Retailer and its Customers.

The Retailer is required to obtain authorization from the Customer pursuant to these Terms and Conditions, or applicable statutes or regulations and such authorization shall be in verifiable form. The Retailer will make such authorization available to the City upon request.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 20 of 37**

---

**9.3 Retailer Responsibilities**

Retailers will:

- Ensure that they have the requisite authorization from their current or prospective Customers before initiating any Customer related transaction;
- Use the unique Site identifier as the primary means of communicating changes to Site status;
- Provide the City with up-to-date basic Customer information (including emergency contact, account name, addresses and phone numbers) for all Sites that they service; and
- Be responsible for all charges associated with a Site until seven (7) Business Days after a request to drop the Site is received by the City in accordance with Section 9.11 hereof, or another Retailer enrolls that Site.

The Retailer shall be responsible for having all necessary and appropriate contractual or other arrangements with its Customers consistent with applicable statutes and regulations and these Terms and Conditions.

The Retailer is obligated to have obtained the Customer's permission to access account history, and to only request information for dates to which they are entitled (only for the time that the Customer was present at that Site).

**9.3.1 Retailer Due Diligence in Customer Switch**

It is the Retailer's responsibility to ensure that the Customer enrollment is valid. Retailers are expected to have the required authorization from the Customer for the switch (i.e. that the Retailer has checked that the Customer wishes to be switched, and has explicitly given approval for the switch).

**9.3.2 Enrollment Submission and Notification**

Retailers must comply with the City's enrollment submission and notification procedures. When making an enrollment request, Retailers must supply:

- A "Select Retailer" request as specified in the Settlement System Code; and
- An "Update Customer Information" transaction, as specified in the Settlement System Code.

In addition, Retailers must comply with the Enrollment Mechanics as described in the Settlement System Code.

The City requires a full complement of customer information as described in the Settlement System Code in the "Update Customer Information" transaction. Missing or incomplete Customer information will result in rejection of the enrollment request.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 21 of 37**

---

Retailers may submit enrollment notices (with associated Customer information notices) either via a batch file, or through the City's enrollment system. In both instances, initiating Retailers will be provided with confirmation of the results of the processing, including any reasons for rejection. Where an enrollment is successful, the City will inform the old Retailer of Record at that Site, if any, of the loss of service and the date this loss will occur.

**9.4 Provision of Consumption History to Retailers**

The City will provide Retailers with consumption history in respect of a Customer upon request, in the form of monthly consumption and, where applicable, interval-based consumption.

The City will maintain live data of Energy usage for a minimum of the preceding 12 month usage period and shall release the information within 14 days of receiving the Retailer's request. This information will be provided in an electronic format in accordance with the Settlement System Code .

**9.5 Processing Enrollments**

Enrollments or switches are allowed at any point in the Customer Billing Period, and may therefore occur on any day. Only one enrollment will be processed to take effect on any one day for a given Site, with the first transaction for that day taking effect and all others being rejected.

Enrollments will not be processed retroactively.

To avoid using estimates, either the "old" or "new" Retailer can request an off-cycle meter read to coincide, as much as possible, with the date of switch. A fee for this service will be charged to the requesting Retailer as per the Schedule of Fees attached as part of the Distribution Tariff.

**9.6 Termination of Retailer Relationship with Customer**

To terminate its relationship with a Customer, a Retailer shall submit a "De-Select Retailer" notice to the City, in accordance with the Settlement System Code.

**9.7 Customer Moves**

A Customer of a Retailer that moves within the City's service area shall have the opportunity to notify the City that the Customer seeks to continue Distribution Access Service with its current Retailer. Upon such notification, the City shall send a "customer move" notice to the Retailer in accordance with the Business Guidelines for Retail Access. In the event that the Customer notifies its Retailer directly of its move within the City's service area, the Retailer shall direct the Customer to notify the City of the move.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 22 of 37**

---

**9.8 Change of Retailers**

Customers shall be permitted to change Retailers no more frequently than once per Business Day with the most recent meter reading adjusted to reflect the switch occurring at midnight of that Business Day. When a Customer receiving Distribution Access Services from its current Retailer enrolls for Distribution Access Service with a new Retailer and that Retailer enrolls the Customer with the City in accordance with these Terms and Conditions and the Business Guidelines for Retail Access, the City shall send the existing Retailer a "customer drops retailer" notice, in accordance with the Business Guidelines for Retail Access.

**9.9 Customer Information**

Retailers shall submit a "change enrollment detail" notice to the City in order to change any Customer enrollment information.

**9.10 Energize Site**

The City records that a Site has been Energized at the successful conclusion of the process of requesting an Energy service connection. Requests for service are processed manually as follows:

- The Retailer will be the party requesting the service connection, on behalf of the Customer;
- The Retailer must provide the Site's up-to-date basic Customer information (including emergency contact, account name, addresses and phone numbers), information regarding the location of the premises to be served, the Customer's connected Load and preferred supply conditions and the manner in which services will be utilized;
- The City will ensure that the Site is enrolled with that particular Retailer before commencing service;
- The Retailer must provide an estimate of the average monthly consumption for use in settlement prior to establishing actual consumption figures based on meter readings. The City will authorize this estimate, and override the number where it considers a revised figure to be more appropriate;
- The City will use an on-line system to record that the Site has been Energized after the service connection has been made;
- The Retailer will provide any other information outlined in the City's Customer Service Guidelines or that the City reasonably requires.

**9.11 Drop Site**

Dropping a Customer (strictly, dropping a Site) breaks the link between a Retailer and a Site, so that the Retailer is no longer responsible for Settlement or wholesale billing charges for that Site. The only other way that the Retailer/Site link can be broken is by another Retailer enrolling the Site. Retailers must inform Customers of their intent to drop, and of the

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 23 of 37**

---

Customer's rights to apply, to the Supplier of Last Resort, at the same time the Retailer request to drop the Site is submitted.

The City will make the drop request effective 7 Business Days after receipt of the request to drop. Any request by another Retailer to enroll the Site received within the 7-day waiting period will "stop the clock" on the drop request, the enrollment request will be processed and the drop request will be terminated. The "old" Retailer will be informed of the date the Site is dropped or lost through enrollment.

In the event that the full drop waiting period expires without a request by another Retailer, the City will pass the information it has about the Site and the Customer at this Site (if any) to the Supplier of Last Resort, thereby automatically transferring responsibility.

Drops can occur when a Retailer is unable to continue to provide service to its Customers in the City's service area. This can happen either through financial failure, or other performance reasons that cause the Retailer to lose entitlement to operate in the area. In such an event, the City will notify all affected Customers of the problem and using the latest information provided by the failed Retailer, will provide currently held information on the affected Sites and Customers (if any) to the Supplier of Last Resort. The City will automatically switch the responsibility for the affected Sites to the Supplier of Last Resort.

**9.12 De-energize Site**

Retailers may request that the City disconnect services to any Site that they are servicing. As required by the EUA and the Fair Trading Act, the Retailer must provide sufficient notice to the incumbent Customer (if any) to enable the Customer to gain enrollment with the Supplier of Last Resort prior to disconnection. The De-energization of any socket will be performed by the City and in the manner determined by the City. New enrollment with the Supplier of Last Resort overrides any request for disconnection.

**9.13 Retiring Site Identifier**

Site identifications, once created and Energized, are included in Load Settlement and form the basis for billing until the Site is abandoned by the City. The City deletes Site identifiers when no longer in use through an on-line Site identification maintenance system. Sites cannot be "retired" unless they are de-energized.

**9.14 Identification Numbers**

Electronic information exchange between the Retailer and the City under these Terms and Conditions shall employ a Retailer identification number, assigned by the City. In addition, the City will assign a Customer identification number to each Customer of the Retailer, and a Site identification number to each Site of each Customer of the Retailer and will provide the identification numbers to the Retailer.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 24 of 37**

---

**9.15 Provision of Consumption History to Customers**

Upon request by the Customer, the City will provide the Customer's consumption history directly to that Customer, in electronic or in paper format. There will be a fee associated with such (manual) requests, dependant on the nature of the request (monthly or interval), the format of the electronic output (CSV, Excel or other) and the volume of data provided as per the Schedule of Fees which forms part of the Distribution Tariff.

For interval meters, the City will provide the data to the Customer in an electronic format in accordance with Settlement System Code Daily Interval Meter Readings or, for an additional fee, in a format otherwise specified. The additional fees will be as per the Schedule of Fees which forms part of the Distribution Tariff.

**10.0 BILLING**

The City will bill Retailers separately for Distribution Tariff services and transaction related services.

**10.1 Billing for Distribution Tariff Services**

The City will provide monthly bills to each Retailer by Customer rate class in accordance with the Distribution Access Rate Schedules. The bill will include a summary and detailed tariff calculations by rate class for the Billing Period and adjustments based on interim and final reconciliations of prior Billing Periods.

Bills for Retail Access Services from the City are due and payable 15 days after the date of billing as indicated on the bill.

**10.2 Billing for Transaction Service and Fee Based Services**

The City will bill for transaction services and fee based services on a monthly basis unless otherwise agreed to in writing. The invoice will contain an itemized list of services provided, charges and Customer contact information. Transaction-based or fee based services will be billed at the end of the month in which the work was completed or according to a negotiated billing schedule.

Bills for transaction services and fee based services from the City are due and payable 30 days after the date of billing as indicated on the bill. Payment shall be made by electronic funds transfer to the bank account specified by the City or by cheque payable to the City.

Where a Retailer's service requirements change, the City will incorporate the changes in the billing cycle following amendment of the Retail Access Services Agreement.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 25 of 37**

---

**10.3 Payment by Customer**

Retailers will be responsible for any direct billing to and collections from their Customers.

**10.4 Late Payment Charges**

Any invoice rendered to a Retailer for which valid payment has not been received in accordance with Section 10.1 and Section 10.2 hereof shall be considered past due. On the first day following the payment due date, late payment charges at a rate established by the City will be applicable to all overdue billed amounts, including arrears and previously unpaid late payment charges. The City reserves the right to change the rate for late payment charges with thirty (30) days' notice to all Retailers.

Payments will be applied to arrears first and then to current charges.

**10.5 Default/Failure to Pay**

Distribution Tariff Services

Retailers who fail to make payments on time will be notified immediately. Failure to make full payment after notification may result in suspension of Retailer Eligibility status in accordance with Section 14 of these Terms and Conditions.

Transaction Service and Fee Based Services

Retailers who fail to make payments on time for transaction services and fee-based services will be subject to normal credit action, which may include, but is not limited to:

- Reminder letters;
- Notification by phone;
- Use of collection agencies;
- Requiring prepayment before additional service;
- Withholding of additional service; and
- Legal action.

**10.6 Estimated Invoices**

If a meter is not read in a particular month or when scheduled for any reason or if the meter for any reason fails to register the correct amount of Energy supplied or the correct Demand of any Customer for a period of time, the City shall make a reasonable estimate of the consumption of Energy during those periods for billing purposes. Such estimated invoices shall be payable as rendered. When an invoice is based on an estimate, an adjustment to reflect actual usage will be made, if possible, after the meter is next read.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 26 of 37**

---

**10.7 Payment of Accounts**

The Retailer shall pay the entire amount stated on the bill by the due date without deduction, set-off or counterclaim, notwithstanding any dispute in whole or in part of the amount. Invoices shall be deemed paid when payment is made either by way of cheque or electronic funds transfer to the bank account specified by the City pursuant to the Retail Services Agreement. Payments received in foreign currency will be credited to the Retailer's account based on the foreign exchange dealer bid price that the City receives on the date the payment is deposited. Any dispute with respect to a bill for Distribution Tariff Services from the City to a Retailer shall be resolved in accordance with the Load Settlement dispute resolution process.

Failure to receive an invoice does not release a Retailer from the obligation to pay the amount owing for any Retail Access Services provided by the City.

**10.8 Collection of Taxes**

The City shall collect all franchise fees and sales, excise, or other taxes imposed by governmental authorities with respect to Retail Access Services. The Retailer shall be responsible for identifying and requesting any exemption from the collection of any tax by filing appropriate documentation with the City.

**10.9 Billing Adjustments**

Where the City overcharges or undercharges a Customer as a result of a billing error including, but not limited to, incorrect meter reads or clerical errors by a City representative applying the wrong rate, wrong billing factor, or an incorrect calculation, the City may render an adjusted bill for the amount of the undercharge, without interest, and shall issue a credit to the Retailer for the amount of the overcharge, without interest, in accordance with the following procedures:

- If a Retailer is found to have been overcharged due to a billing error, the City will calculate the amount of the overcharge for credit to the Retailer on the Retailer's next bill following the discovery of the billing error for those months during which a billing error occurred up to a maximum period of 12 months immediately preceding the month in which the billing error is discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the overcharge will be calculated for a period of 3 months immediately preceding the month in which the billing error is discovered. Overpayments in excess of \$1,000.00 shall be refunded to the Retailer upon written request.
- If a Retailer is found to have been undercharged due to billing error, the City may bill the Retailer for those months during which a billing error occurred up to a maximum period of 12 months immediately preceding the month in which the billing error is discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the undercharge will be calculated for a period of 3 months immediately preceding the month

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 27 of 37

---

in which the billing error is discovered. Payment from the Retailer will be due in accordance with Section 10.7 of these Terms and Conditions.

**11.0 ELIGIBILITY OF RETAILER**

**11.1 Eligibility of Retailer**

Before the City will provide Retail Access Services to a Retailer pursuant to these Terms and Conditions, a Retailer must meet and maintain the following eligibility requirements.

**11.1.1 Licensing**

The Retailer must be duly licensed and registered with the Alberta Department of Resource Development to sell or provide Energy directly to Customers.

**11.1.2 Prudential Requirements**

The City's determination of the prudential requirements necessary for each Retailer to satisfy the City that the Retailer is capable of meeting its obligations is final and is not subject to dispute or negotiation and is not subject to the Dispute Resolution process set out in Section 16. All costs associated with obtaining financial security and meeting prudential requirements are the responsibility of the Retailer.

The Retailer must provide assurance to the City that it is capable of meeting its payment obligations under the Distribution Tariff, by either satisfying the credit or security requirements as follows:

Credit Requirements

Retailers are required to provide copies of their audited financial statements and credit rating reports in addition to any other information which may reasonably be deemed necessary by the City to establish and monitor the Retailer's ability to pay and/or creditworthiness.

Security Requirements

Retailers may obtain Retail Access Services by providing and maintaining security in one of the following ways:

- Obtaining a guarantee of payment from a guarantor who satisfies the City's credit requirements;
- Providing an irrevocable letter of credit from a Canadian chartered bank or equivalent lending institution satisfactory to the City; or
- Providing a cash deposit.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 28 of 37**

---

The amount of security required by the City will be determined by the City but will not exceed the value of the City services that will accrue prior to the Retailer being replaced by the Supplier of Last Resort due to non-payment. This value will be based on the estimated value of City services for a period of up to 75 days.

The City may increase or decrease the amount of security required from the Retailer as the City changes its assessment of the Retailer's ability to meet its payment obligation or as the amount of service required by the Retailer changes.

If there is a decrease in the amount of security required, the City will accept a substitution Letter of Credit or Guarantee for the lower amount or return the surplus cash deposit upon request.

**11.1.3 Agreement between the City and Retailer**

The Retailer must have duly entered into a Retail Access Services Agreement with the City and the Retail Access Services Agreement must be in full force and effect.

**11.1.4 Communications Capabilities**

The Retailer must be equipped with the communications capabilities necessary to comply with the standards that are set out in the Business Guidelines for Retail Access which may, from time to time, be modified. The Retailer must have in place all required information technology systems that will enable it to send data to and to receive data from the City, in order to satisfy its obligations under these Terms and Conditions and all other relevant agreements.

The Retailer must have completed testing of its ability to execute transactions described in the Business Guidelines for Retail Access to the satisfaction of the City. The testing will be in accordance with the communication requirements of the Business Guidelines for Retail Access.

Prior to the City providing Retail Access Services to the Retailer, the Retailer shall provide to the City a list of representatives of the Retailer authorized to communicate with the City in relation to Retail Access Services, including enrollment of Customers for Distribution Access Services. The City will rely and act on communications received from the representatives of the Retailer appearing on the list provided by the Retailer until such time as the Retailer revokes such authorization through written notification to the City.

**11.1.5 Requirements for Exchange of Energy**

The Retailer must be entitled to exchange Energy through the Power Pool.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 29 of 37**

---

**11.2 Confidentiality**

The City shall keep all Retailer specific credit and security information confidential unless the City has the Retailer's written authorization and consent to disclose such information to third parties, provided however that such information shall not be subject to such confidentiality where such information is:

- (a) Generally available to the electric industry or the public at the time of disclosure;
- (b) Subsequent to receipt by the City, becomes generally available to the electrical industry or the public as a result of a disclosure by the Retailer or any Person authorized by the Retailer;
- (c) The City establishes, by satisfactory evidence, was available to the City on a non-confidential basis prior to its disclosure to the City;
- (d) Subsequent to receipt by the City, the City can establish, by competent evidence becomes available to the City on a non-confidential basis from a source other than the Retailer or an authorized representative of the Retailer, without breach of these Terms and Conditions;
- (e) Must be disclosed by law to a governmental authority where there is no reasonable alternative to such disclosure.

**12.0 SUPPLIER OF LAST RESORT**

The City has appointed ENMAX Energy Corporation as its Supplier of Last Resort. The Supplier of Last Resort will provide Electricity Services to Customers who are no longer able to receive Electricity Services from their Retailer for any of the following reasons:

- The Retailer has voluntarily ceased to operate in Alberta;
- The Retailer is no longer licensed;
- The arrangements for Retail Access Services between the Retailer and the City have been terminated in accordance with these Terms and Conditions;
- The Retailer is no longer permitted to exchange Energy through the Power Pool;
- The Retailer has given notice to the City that it will no longer be providing Energy to the Customer, or
- For any other reasons which may be specified by the EUA.

**13.0 CONSUMER PROTECTION**

**13.1 Disclosure**

Customers always have the right to access their information held by a Retailer and/or the City. Any Retailer chosen by a Customer should have access to basic information held by the City that is needed to serve the Customer and operate their business efficiently.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 30 of 37**

---

The City will ensure third party access to Customer specific information is restricted unless the Customer explicitly agrees to such access, provided however that such information shall not be subject to such confidentiality where such information is:

- (a) Generally available to the electric industry or the public at the time of disclosure;
- (b) Subsequent to receipt by the City, becomes generally available to the electrical industry or the public as a result of a disclosure by the Retailer or any Person authorized by the Retailer;
- (c) The City establishes, by satisfactory evidence, was available to the City on a non-confidential basis prior to its disclosure to the City;
- (d) Subsequent to receipt by the City, the City can establish, by competent evidence becomes available to the City on a non-confidential basis from a source other than the Retailer or an authorized representative of the Retailer, without breach of these Terms and Conditions;
- (e) Must be disclosed by law to a governmental authority where there is no reasonable alternative to such disclosure.

Information may be transferred without consent in the case of legal, regulatory or law enforcement requirements (e.g., transfer of electricity information for drug investigations).

**13.2 Errors Discovered by Retailers**

When a Retailer discovers that an error has been made in data transmitted, the Retailer shall correct the error immediately.

**14.0 DEFAULT**

**14.1 Event of Default**

An Event of Default under these Terms and Conditions, the Retail Access Service Agreement or the Distribution Tariff will occur if either the City or the Retailer ("Defaulting Party") meets any of the following conditions:

- Is the subject of a bankruptcy, insolvency or similar proceeding;
- Makes an assignment for the benefit of its creditors;
- Applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;
- Violates any material code, regulation or statute applicable to the supply of Energy; or
- Fails to pay the other party ("Non-Defaulting Party") when payment is due, or to satisfy any other material obligation under these Terms and Conditions, the Retail Access Services Agreement or the Distribution Tariff such as fulfilling the creditworthiness requirements as set forth in Section 11.1.2, within the time frames set forth in these Terms and Conditions and fails to remedy the delinquencies within 10 Business Days after receipt of written notice thereof from the Non-Defaulting Party.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

Page 31 of 37

---

**14.2 Rights Upon Default**

In an event of Default, the Non-Defaulting Party shall be entitled to pursue any and all available legal and equitable remedies and terminate the Retail Access Services Agreement without any liability or responsibility whatsoever except for obligations arising prior to the date of termination, by written notice to the Defaulting Party, subject to any applicable regulatory requirements. The City may access the security posted by a Retailer without prior notice if the Retailer files a petition in bankruptcy (or equivalent, including the filing of an involuntary petition in bankruptcy against the Retailer), becomes a Defaulting Party pursuant to Section 14.1 or for any reason a Retailer ceases to provide services to its Customers under its terms of service.

If the Retailer fails to make payment in accordance with Section 10 of these Terms and Conditions, the City may immediately withhold or suspend the Retailer's service, terminate service, transfer the Retailer's customers to the Supplier of Last Resort and apply any security held by the City before the service coverage period of the security expires. Notwithstanding action provided for in or taken pursuant to the preceding sentence, the City may take credit action against any Retailer with respect to an account on which payment is not made to the City. The City may assess the Retailer for any or all administrative and collection costs relating to the recovery by the City of amounts owed, including but not limited to legal fees, disbursements and costs.

If the Retailer fails to provide or maintain adequate security upon the City's request, the City may immediately withhold or suspend services provided to the Retailer pursuant to the Terms and Conditions.

If a Retailer or person who guarantees the financial obligations of the Retailer, as the case may be, ceases to, in the City's estimation, be creditworthy, the City will demand security and, if not provided, may immediately suspend the provision of further Retail Access Services to the Retailer and its Customers until the City in its sole discretion determines that the Retailer is capable of meeting its payment obligations by either satisfying the credit requirements or providing security.

Any withholding or suspension under Section 14.2 of these Terms and Conditions shall not relieve the Retailer from any obligation to pay any rate, charge or other amount payable which has accrued or is accruing to the City.

**15.0 LIABILITY AND INDEMNIFICATION**

**15.1 Limitation of Liability**

Except for direct physical damages, injuries or losses suffered by a Retailer and occurring as a direct result of the negligence of the City or its employees acting within the scope of their employment, none of the City nor its affiliates, directors, officers, agents, contractors, assigns

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 32 of 37**

---

or employees shall be liable for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Retailer or any other person on premises owned, leased or operated by such Retailer arising out of, or in any way connected with, the provision by the City of Retail Access Services or any failure, defect, fluctuation, reduction, disconnection, suspension, curtailment or interruption in the provision of such Retail Access Services, regardless of whether such damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs arise in contract, tort or otherwise.

Notwithstanding anything to the contrary contained in these Terms and Conditions, the City or its affiliates, directors, officers, agents, contractors, assigns, or employees shall be liable only for direct physical damages. "Direct physical damages" shall not include, any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs which are of an indirect, special or consequential nature ("Indirect Damages") regardless of whether they arise in contract, tort or otherwise. Without limiting the generality of the foregoing, Indirect Damages shall include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract, cost of capital, cost of purchased or replacement capacity or energy, loss of any use of any facilities or property owned, leased or operated by any person and any other indirect, special or consequential damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs whatsoever.

**15.2 Indemnification**

The Retailer shall indemnify and hold harmless, and at the option of the City defend, the City and its affiliates, directors, officers, agents, contractors, assigns and employees and each of them (collectively, "Affiliates"), from and against any and all claims, actions, fines, penalties and liabilities in tort, contract, or otherwise (collectively, "Liabilities") brought against the City or any of its Affiliates which arise from, result from or are in connection with any act, omission or failure of the Retailer, including any act, omission or failure of the Retailer arising from, resulting from or in connection with any duty or obligation of the Retailer pursuant to these Terms and Conditions, including the failure of a Retailer to obtain from a Customer any authorization or consent contemplated by these Terms and Conditions, the Retail Access Services Agreement, the Distribution Tariff, or pursuant to any other agreement or arrangement with the City or between the Retailer and any third party.

The Retailer shall waive recourse against the City and its Affiliates arising from, resulting from or in connection with the non-negligent performance of the City and its Affiliates in connection with the performance of its obligations under these Terms and Conditions.

**15.3 Force Majeure**

If an event or circumstance of Force Majeure occurs that affects the City's ability to provide any Retail Access Services in accordance with these Terms and Conditions, the City's responsibilities, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or consequences thereof are remedied and for

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 33 of 37**

---

such period thereafter as may reasonably be required to provide those Retail Access Services. Where reasonably practical, the City shall give notice to the Retailer of such Force Majeure.

**15.4 Interruption**

The City shall have the right without liability to disconnect or otherwise curtail, interrupt or reduce Distribution Access Services to the Retailer's Customers whenever the City reasonably determines, or when the City is directed by the System Controller, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the City's Facilities, to maintain the safety and reliability of the City's Distribution System, or a connecting entity's electrical system, or due to any other reason, including Emergencies, forced outages, potential overloading of the City's Distribution System or Force Majeure. The City will give as much advance notice as is practicable, if any in the event of such disconnection, curtailment, interruption or reduction.

**16.0 DISPUTE RESOLUTION**

**16.1 Resolution by the City and Retailer**

Unless otherwise specified herein, any dispute arising between the City and a Retailer in connection with these Terms and Conditions shall be resolved in accordance with this Section 16. The City and the Retailer acting reasonably and in good faith, shall use their best efforts to resolve the dispute as soon as possible in an amicable manner. Either party may provide written notice to the other party of its desire to have the dispute resolved. Within ten (10) days of such notice being provided, the Manager of the Department and the Retailer shall meet to attempt to resolve the dispute.

**16.2 Resolution by Arbitration**

If any dispute has not been resolved pursuant to Section 16.1 hereof within ten (10) days after notice from the City or the Retailer to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to the procedure set out in Section 16.3.

**16.3 Arbitration Procedure**

**16.3.1 Arbitrators**

Whenever any arbitration is permitted or required hereunder to resolve a dispute between the parties, arbitration proceedings shall be commenced by a party desiring arbitration (the "Initiating Party") giving notice to the other party (the "Responding Party") specifying the matter to be arbitrated and requesting an arbitration thereof. The Initiating Party shall within five days thereafter, by written notice to the Responding Party, designate an arbitrator. The Responding Party shall, within five days thereafter, be entitled to appoint an arbitrator by written notice to the Initiating

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 34 of 37**

---

Party, and the two arbitrators so appointed shall thereupon meet and select a third arbitrator (the "Chairman") acceptable to both. If the Responding Party fails to appoint an arbitrator within the time limit aforesaid and deliver notice thereof to the Initiating Party, then the Initiating Party shall be entitled to appoint an arbitrator on behalf of the Responding Party and is hereby appointed the agent of the Responding Party for such purpose. In the event that the two arbitrators so appointed are unable to agree upon the Chairman within 10 days of the appointment of the arbitrator for the Responding Party, then the Initiating Party shall be entitled to make application to the Court pursuant to the *Arbitration Act* (Alberta), as amended from time to time, for selection of the Chairman, and the provisions of the *Arbitration Act* (Alberta) shall govern such selection.

**16.3.2 Failure to Concur**

In the event of the failure, refusal or inability of any arbitrator to act, or continue to act, a new arbitrator shall be appointed in his stead, which appointment shall be made in the same manner as herein before provided.

**16.3.3 Decision**

The resultant arbitration panel shall thereupon proceed to hear the submissions of the parties, and shall render a decision within 30 days after the appointment of the Chairman. The decision of the majority of the arbitration panel (or of the Chairman, if there is no majority decision) shall be deemed to be the decision of the arbitration panel and the decision of such majority of the Chairman, as the case may be, shall be final and binding upon the parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against any one or both of the City and the Retailer provided, however, that the City and the Retailer shall bear its own witness and counsel fees. The arbitrators shall have access to all books and records of the City and the Retailer relating to the matter in dispute and the City and the Retailer will co-operate with the arbitrators and provide all information reasonably requested by them.

**16.3.4 Late Decision**

If an arbitration decision is not made within the time herein provided, then until it is so made and unless the other party has taken any of the actions referred to in this paragraph, either the City or the Retailer, upon 30 days notice to the other party and to the arbitrators, may: (i) cancel the appointment of the arbitrator previously made and initiate new arbitration proceedings by a new notice to the other party pursuant to this Section 16; or (ii) cancel such arbitration proceedings and proceed in the courts as though this Section 16 did not exist.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 35 of 37**

---

**16.3.5 Technical Competence**

Any arbitrator appointed under the provisions of this Section 16 whether by concurrence of the City and the Retailer, by either party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta shall, in the opinion of the Person or Persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable him to properly adjudicate upon the dispute or difference.

**16.3.6 Application of the Arbitration Act (Alberta)**

Except as herein modified, the provisions of the Arbitration Act (Alberta), as amended, re-enacted or replaced from time to time, shall apply to any arbitration proceeding.

**16.3.7 Single Arbitrator**

Nothing in these Terms and Conditions shall prevent the parties to the agreement from agreeing upon arbitration by a single arbitrator, whose decision shall be final and binding upon all parties.

**16.3.8 Decisions Binding**

A decision of the single arbitrator or the majority of three arbitrators named or appointed shall be final and binding upon each of the parties to the dispute or difference. The City and the Retailer shall abide by the terms of any award rendered without delay.

**16.4 Continuity of Service**

All performance required under these Terms and Conditions by the City and the Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Section 16, provided that in the case of any such proceedings pertaining to amounts payable under these Terms and Conditions, any payments or reimbursements required as a result of the proceedings shall be effective as of a date to be determined in such proceedings and interest shall be paid thereon by the party required to make the payment or reimbursement on the amount thereof at the rate to be determined in the arbitration proceeding, from the date so determined, until paid.

**17.0 MISCELLANEOUS**

**17.1 Single Retailer for Customer Site**

The City will not be required to recognize and deal with more than one Retailer in respect of a Site at any given time. Nothing in these Terms and Conditions prevents a Customer from

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 36 of 37**

---

entering into arrangements with multiple Retailers for a Site, provided that a single Retailer is designated to be the Customer's Retailer for the purposes of these Terms and Conditions.

**17.2 Compliance with Applicable Legal Authorities**

The City and the Retailer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the System Controller or of governmental authorities having applicable jurisdiction. The City will not violate directly or indirectly, or become a party to a violation of any requirement of the System Controller or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide service to the Retailer or a Customer of the Retailer. The City's obligation to provide service under these Terms and Conditions is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service.

**17.3 No Assignment**

Neither the City nor the Retailer shall assign any of its rights or obligations under these Terms and Conditions or the Retail Access Services Agreement without obtaining (a) any necessary regulatory approval(s); and (b) the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment shall relieve the assigning party of any of its obligations under these Terms and Conditions or the Retail Access Services Agreement until such obligations have been assumed by the assignee in writing. Any assignment in violation of this Section shall be void.

Notwithstanding the foregoing, the City may assign any or all of its rights and obligations under these Terms and Conditions and the Retail Access Services Agreement, without the Retailer's consent, to any entity succeeding to all or substantially all of the assets of the City, if the assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

**17.4 No Waiver**

The failure of either party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or a Retail Access Services Agreement, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or a Retail Access Services Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to the breach.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Retail Access Services**

**Page 37 of 37**

---

**17.5 Notice**

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions or a Retail Access Services Agreement shall be in writing and shall be personally delivered or delivered by facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

- If to the Retailer, the address and the addressee set out in the Retail Access Services Agreement between the Retailer and the City.
- If to the City,

The City of Red Deer  
Electric Light & Power Manager  
5581 – 45 Street  
Red Deer, Alberta  
T4N 1L3

Fax Number: (403) 341-6806

A party may change the address or addressee from time to time by giving written notice of such change to the other party in accordance with this Section. Any notice, demand or request made, given or delivered hereunder by facsimile shall be deemed to be received on the day of transmission if sent during the normal business hours of the recipient, failing which it shall be deemed to be received on the next following Business Day.

**17.6 Law**

These Terms and Conditions and the Retail Access Services Agreement between the City and the Retailer 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 lawsuit arising in connection with these Terms and Conditions or the Retail Access Services Agreement shall be brought in the courts of the Province of Alberta.

## RETAIL ACCESS SERVICES AGREEMENT

This Agreement is made as of the ● day of ●, 2001.

BETWEEN:

**THE CITY OF RED DEER**, incorporated under the laws of Alberta  
(the "City")

OF THE FIRST PART

- and -

●, incorporated under the laws of ● (the "Retailer")

OF THE SECOND PART

WHEREAS the Retailer has requested that the City provide Retail Access Services to the Retailer and the City has agreed to provide Retail Access Services to the Retailer upon and subject to the Terms and Conditions, as hereinafter defined;

AND WHEREAS the City furnishes Retail Access Services pursuant to a tariff as filed by the City for information purposes with the Alberta Energy and Utilities Board on September 1, 2000 (the "Tariff") which includes terms and conditions for the provision of Retail Access Services (the "Terms and Conditions"), a copy of which is attached hereto as Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and agreements herein contained and other valuable consideration (the receipt and adequacy of this consideration by each of the parties hereto is acknowledged) the parties hereto agree as follows:

1. The Retailer will comply with the Terms and Conditions, and any associated Rate Schedule and Schedule of Fees.
2. The Retailer hereby acknowledges that the City will be performing, conducting or providing services at the request of the Retailer, which services will be in addition to those services provided to the Retailer pursuant to the Tariff. The Retailer will, in respect of such services performed, conducted or provided by the City at the request of the Retailer, pay to the City the charges, fees and amounts as set out in Schedule "B" hereto in respect of those services.
3. The Retailer hereby acknowledges that the City may perform, conduct or provide services at the request of a Customer of the Retailer. The Retailer will, upon written request by the City, collect from the Customer the charges, fees and amounts to be charged by the City for its performing, conducting or providing such services at the request of the Customer and remit same to the City immediately upon receipt thereof.

4. The Retailer shall make any payments required or permitted to be made by the Retailer to the City by electronic funds transfer pursuant to the Tariff, the Terms and Conditions or this Agreement to an account that will be specified by the City.
5. Neither the City nor the Retailer may assign any of its rights or obligations under this Agreement, unless such assignment is made in accordance with and pursuant to Section 17.3 of the Terms and Conditions.
6. Default pursuant to this Agreement shall be governed by Section 14 of the Terms and Conditions.
7. The waiver of any term, condition, provision or right hereunder shall be governed by Section 17.4 of the Terms and Conditions.
8. Any modification to this Agreement shall be in writing, duly executed by an authorized officer of the City and the Retailer, subject in all cases to applicable statutes and to the orders of the Board.
9. Any notices, demands, requests or other communications provided or given pursuant to this Agreement shall be in writing and given in accordance with Section 17.5 of the Terms and Conditions. Any notices, demands, requests or other communications required or permitted under the Terms and Conditions or this Agreement shall be given by the City to the Retailer in accordance with Section 17.5 of the Terms and Conditions to the following addressee at the following address:  
**[to come]**
10. This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.
11. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Terms and Conditions.

THE CITY OF RED DEER

Per: \_\_\_\_\_

Name: ●

Title: ●

Per: \_\_\_\_\_

Name: ●

Title: ●

[Retailer]

Per: \_\_\_\_\_

Name: ●

Title: ●

Per: \_\_\_\_\_

Name: ●

Title: ●

**SCHEDULE "A"**

**TERMS AND CONDITIONS FOR RETAIL ACCESS SERVICES**

**SCHEDULE "B"**

The Retailer requests that the City perform, conduct or provide to the Retailer the following services, in addition to those services provided to the Retailer by the City under the Tariff, all in accordance with the Retail Access Services Schedule of Fees which forms part of the Tariff:

- Application for Service
- Disconnection
- Reconnection
- Revoke Disconnection
- Ad Hoc Meter Test
- Off-Cycle Meter Reading
- Settlement History - Consumption
- Confirmation of Settlement Date
- Settlement History - Load Settlement
- Custom Load Profile
- Verification of Distribution Tariff Data
- Verification of Transaction Bill Data
- Meter Upgrade

[RETAILER]

Per:

Name: ●

Title: ●

Per:

Name: ●

Title: ●

Dated:

## Retail Access Services Schedule of Fees

The fees and charges required by this schedule are non-refundable and are charged in all circumstances. They apply to the services described in the Retail Access Services Terms and Conditions.

- 1. Application for Service Fee: \$7.50 per connection**

This fee is applicable either for new connection or reconnection, but excludes landlords when vacancies occur on their premises.

- 2. Connection/Disconnection/Reconnection Fee:**  
**Regular Business Hours: \$45.00 per request**  
**Overtime Hours: \$190.00 per request**

This fee is applicable to a new service connection, disconnection of an energized service or reconnection of a de-energized service.

- 3. Revoke Disconnection Fee:**  
**Regular Business Hours: \$45.00 per request**  
**Overtime Hours: \$190.00 per request**

This fee is applied when instructions were received to disconnect service, subsequent instructions were received to cancel the disconnect order but the crew had been mobilized and was en-route to the Site.

- 4. Ad Hoc Meter Test \$100.00 for Self-Contained Meter**  
**\$140.00 for Instrument-type Meter**

This fee applies when the City tests a City owned meter at the request of a Retailer or Customer. The fee is charged only if the accuracy proves to be within the limits allowed by the Government of Canada.

- 5. Off-Cycle Meter Reading \$15.00 per Reading**

This fee is applied when a Retailer requests that an off-cycle meter reading be performed.

- 6. Settlement History-Consumption Hourly Time and Materials Rate**

This fee is applied when a Retailer requests the consumption history beyond twelve (12) months for a specific Site.

**7. Confirmation of Settlement Data \$100.00 per hour**

This fee is applied when a Retailer requests that an investigation be performed of suspect Load Settlement data. In the event that the City data is, in the opinion of the City, substantively incorrect, the fee is waived.

**8. Settlement History-Load Settlement \$100.00 per hour**

This fee is applied when a Retailer requests some specific Load Settlement data.

**9. Custom Load Profile \$100.00 per hour**

This fee is applied when a Retailer requests a custom load profile.

**10. Verification of Distribution Access Tariff Data \$100.00 per hour**

This fee is applied when a Retailer requests an investigation of suspect Distribution Access Tariff billing data. In the event that the City data is incorrect, the fee is waived.

**11. Verification of Transaction Bill Data \$100.00 per hour**

This fee is applied when a Retailer requests an investigation of suspect billing data for a specific service order. In the event that the City data is incorrect, the fee is waived.

**12. Supplier of Last Resort  
– Disconnection for Non-Payment Fee: \$65.00 per disconnection**

This fee is applied to an account which has been disconnected for non-payment during regular working hours only.

**13. Meter Upgrade Fee: \$80.00 per hour for one man/one truck (single phase).  
\$120.00 per hour for two men/one truck (multi phase).**

This fee is applicable for the time associated with City owned meter upgrades performed during regular business hours only. The Retailer is also responsible for the cost of the materials, including the meter.

COUNCIL MEETING OF AUGUST 14, 2000

**ATTACHMENT**

DOCUMENT STATUS: **PUBLIC**

REFERS TO: City of Red Deer  
Electric Light & Power Department  
DISTRIBUTION TARIFF:

TERMS & CONDITIONS FOR  
DISTRIBUTION ACCESS  
SERVICES

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

Page 1 of 25

---

**TERMS AND CONDITIONS  
FOR DISTRIBUTION ACCESS SERVICES  
TABLE OF CONTENTS**

<b>1.0 DEFINITIONS</b>	<b>3</b>
<b>2.0 INTERPRETATIONS</b>	<b>6</b>
2.1 Conflicts	6
2.2 Headings	6
<b>3.0 GENERAL PROVISIONS</b>	<b>6</b>
3.1 Tariff	6
3.2 Effectiveness of Terms and Conditions	6
3.3 Amendment of Terms and Conditions	7
3.4 Acceptance of Terms and Conditions	7
3.5 Modifications of Terms and Condition	7
<b>4.0 DISTRIBUTION ACCESS SERVICES</b>	<b>7</b>
4.1 Provision of Distribution Access Services	7
4.2 Application for Distribution Access Services	8
4.2.1 Method and Form of Application	8
4.2.2 Application by Retailer or Other Person	8
4.2.3 Provision of Information	9
4.2.4 Rejection of Application	9
4.2.5 Approvals	10
4.3 Responsibilities	10
4.3.1 Rights-of-Way	10
4.3.2 Payment of Invoice	11
4.3.3 Underpayments	12
4.3.4 Returned Cheque Fee	12
4.3.5 Collection of Taxes	12
4.3.6 Customer Facilities	12
4.3.7 Customer Liability	12
4.3.8 Protective Devices	12
4.3.9 Service Calls	13
4.3.10 Standards for Interconnection	13
4.3.11 Suitability of Equipment	13
4.4 Connections	13
4.4.1 Interruptions	13
4.4.2 System Controller Requirements	13
4.4.3 Compliance with Governmental Directives	14
4.4.4 Interference with the City's Property	14
4.4.5 Protection of the City's Equipment	14
4.4.6 Unauthorized Use or Unsafe Conditions	14
4.4.7 Relocation of the City's Facilities	15
4.4.8 Customer's Facilities	15
4.5 Change in Distribution Access Services	16

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 2 of 25**

---

4.5.1	Prior Notice by Customer	16
4.5.2	Changes to the City's Facilities	16
4.6	Discontinuation of Service	16
4.6.1	Discontinuation at Request of Retailer	16
4.6.2	Discontinuation at Request of Customer	17
4.6.3	Discontinuation for Safety Reasons	17
4.6.4	Discontinuation Other Than for Safety	17
4.6.5	Restoration of Service	18
4.6.6	Removal of Facilities	18
4.6.7	Schedule of Fees	18
4.7	Supplier of Last Resort	18
<b>5.0</b>	<b>METER SERVICES</b>	<b>19</b>
5.1	Installation of Meters	19
5.1.1	Provision and Ownership	19
5.1.2	Responsibility of Customer	20
5.2	Location	20
5.3	Access to Metering Equipment	20
5.4	Off-Cycle Meter Read or Meter Testing	20
5.5	Changes to Metering	21
<b>6.0</b>	<b>CUSTOMER GENERATION</b>	<b>21</b>
<b>7.0</b>	<b>LIABILITY AND INDEMNIFICATION</b>	<b>21</b>
7.1	Force Majeure	21
7.2	The City Not Liable for Retailer	21
7.3	Limitation of Liability	22
7.4	Indemnification	23
<b>8.0</b>	<b>MISCELLANEOUS</b>	<b>24</b>
8.1	Compliance with Applicable Legal Authorities	24
8.2	No Assignment	24
8.3	No Waiver	24
8.4	Law	25
8.5	Dispute Resolution – Arbitration Procedures	25
8.6	Notices	25

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 3 of 25**

---

**TERMS AND CONDITIONS  
FOR DISTRIBUTION ACCESS SERVICES**

These Terms and Conditions set forth the terms and conditions upon which the City of Red Deer (the City) will provide Distribution Access Services to Customers. These Terms and Conditions shall form part of the Distribution Tariff. The Distribution Access Services Schedule of Fees is applicable under these Terms and Conditions.

**1.0 DEFINITIONS**

The following words and phrases, whenever used in these Terms and Conditions or a Schedule of Fees, shall have the respective meanings set out below.

- a) "Alberta Interconnected Electric System" means "interconnected electric system" as defined in the EUA.
- b) "Board" means the Alberta Energy and Utilities Board.
- c) "City" means The City of Red Deer or an employee or agent designated by the City of Red Deer;
- d) "Connected Load" means in relation to a Site, the sum of the capacities or ratings of the electric energy consuming apparatus connected to the City's distribution system at the Site.
- e) "Contract Demand" means the demand for a Site established in a contract between the City and the Customer.
- f) "Customer" has the same meaning ascribed thereto in the EUA.
- g) "Demand" means the maximum rate at which electric energy is consumed by a Customer (expressed in kilowatts, kilovoltamperes or other suitable engineering units) at a given instant or averaged over any designated period of time.
- h) "Department" means the Electric Light & Power Department of the City acting as the City's Wire Services Provider as defined in the EUA, and includes a person or agent authorized to act on its behalf.
- i) "Distribution Access Service" means services provided by the City to Customers which will allow for the supply of electric energy to the Customer's facilities in accordance with Section 4.1 of these Terms and Conditions.
- j) "Distribution System" means "electric distribution system" as defined in the EUA
- k) "Electric Utility" means "electric utility" as defined in the EUA.

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 4 of 25**

- 
- l) "Electricity Services" means "electricity services" as defined in the EUA.
- m) "Emergency" means (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel; or (iii) a condition that requires implementation of emergency operations procedures as defined in the System Controller or the Transmission Administrator's Manual; or (iv) any other condition or situation that the City or the System Controller deems imminently likely to endanger life or property or to affect or impair the City's distribution system or the electrical systems of others to which the City's distribution system is directly or indirectly connected ("Connected Entity"). Such a condition or situation may include, but is not limited to, potential overloading of the City's distribution system, facilities, transmission and/or distribution circuits, System Controller minimum generation ("light load") conditions, or unusual operating conditions on either the City's distribution system, facilities, transmission and/or distribution circuits or a Connected Entity's electrical system, or conditions such that the City is unable to deliver electric energy for a Retailer without jeopardizing the City's distribution system, facilities, transmission and/or distribution circuits or a Connected Entity's electrical system.
- n) "Energized" means the connection of metering or electrical equipment to the City's distribution system that permits electric energy to flow to the Site.
- o) "Electric Energy" means "electric energy" as defined in the EUA.
- p) "EUA" means the *Electric Utilities Act*, S.A. 1995, c.E-5.5, including the regulations enacted thereunder, as re-enacted, amended, supplemented or replaced from time to time.
- q) "Facilities" means the City's physical facilities including, without limitation, transmission and distribution lines, wires, transformers, meters, meter reading devices and other electrical apparatus.
- r) "Force Majeure" means acts of God, strikes, walkouts, 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, laws, orders, restraints or acts of courts or other public, civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, loss, diminution or impairment of electrical service from generating plants, suppliers or the systems of others with which the City's distribution system is interconnected, failure of any supplier to perform, and any other event or circumstance, whether of the kind herein enumerated or otherwise, not reasonably within the control of the City; provided that in no event shall the lack of finances or inability to perform due to financial condition constitute Force Majeure.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 5 of 25**

- 
- s) "MDM" means Meter Data Management which includes the provision of meter reading and data management services, which are related generally to meter reading, data manipulation and data provision to market participants.
  - t) "Person" includes an individual, firm, partnership, association, joint venture, body corporate, corporation, trustee, executor, administrator, legal representative, or organization.
  - u) "Power Factor" means the ratio of the highest metered kilowatt Demand in a time period to the highest metered kilovoltampere Demand in that same time period.
  - v) "Power Pool" means the "power pool" as defined in the EUA.
  - w) "Power Pool Code of Practice" means the code developed by the Power Pool Council to govern the technical standards and practices of the Power Pool and which form part of the Power Pool Rules.
  - x) "Power Pool Rules" means the rules established by the Power Pool Council in accordance with the EUA.
  - y) "Rate Schedule" means a schedule forming part of the Distribution Tariff that sets out the charges to Retailers for the provision of Retail Access Services, as amended from time to time.
  - z) "Retail Access Services" means the services provided by the City to Retailers pursuant to the Terms and Conditions for Retail Access Services and includes without limitation Distribution Access Service and also includes MDM, load settlement, metering services and other related services as offered by the City from time to time.
  - aa) "Retailer" means a "retailer", as defined in the EUA.
  - bb) "Schedule of Fees" means the schedule forming part of the Distribution Tariff that sets out the charges to Customers for the provision of Distribution Access Services, as amended from time to time.
  - cc) "Service Connection" means the physical connections of City Facilities to the facilities of the Customer and includes end use connections, network connections and direct transmission connections.
  - dd) "Site" means the point of end use consumption.
  - ee) "Supplier of Last Resort" means the Person or entity appointed by the City to sell or provide electric energy and perform all functions contemplated in the regulations made under the EUA.
  - ff) "System Controller" means the person appointed from time to time under paragraph

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 6 of 25**

---

9(1)(c) of the EUA to carry out the system control function of the Power Pool.

- gg) "Terms and Conditions" means these Terms and Conditions for Distribution Access Services, as amended from time to time.
- hh) "Terms and Conditions for Retail Access Services" means the document, as amended from time to time, which sets forth the terms and conditions upon which Retailers will obtain Retail Access Services.

## **2.0 INTERPRETATIONS**

### **2.1 Conflicts**

If there is any conflict between a provision expressly set out in a Schedule of Fees and these Terms and Conditions, the express provision of the Schedule of Fees shall govern.

### **2.2 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.

## **3.0 GENERAL PROVISIONS**

### **3.1 Tariff**

The City furnishes its Distribution Access Services under a tariff (the "Distribution Tariff"), which includes these Terms and Conditions, the Terms and Conditions for Retail Access Services, a pro forma Retail Access Services Agreement, the associated Rate Schedules, and a Schedule of Fees. The Distribution Tariff is available for public inspection during normal business hours at the City Clerk's or the Department's offices, has been filed with the Board for information and may also be posted on the City's web site.

### **3.2 Effectiveness of Terms and Conditions**

These Terms and Conditions are included as support for the Distribution Tariff and have been approved by the City. These Terms and Conditions come into force on January 1, 2001 and will be in force until another Distribution Tariff is approved.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 7 of 25**

---

**3.3 Amendment of Terms and Conditions**

The City may amend these Terms and Conditions from time to time. When an amendment is approved, revisions will be made to the Distribution Tariff, with the effective date of the amendments indicated in the revised section(s).

**3.4 Acceptance of Terms and Conditions**

The taking of Distribution Access Services by the Customer constitutes acceptance by the Customer of these Terms and Conditions and assumption of all obligations set forth herein with respect to Distribution Access Services.

**3.5 Modifications of Terms and Condition**

No agent or employee of the City is authorized to modify any provision, charge, or rate contained in these Terms and Conditions, the Rate Schedule or the Schedule of Fees or to bind the City to perform in any manner inconsistent with these Terms and Conditions, the Rate Schedule or the Schedule of Fees.

**4.0 DISTRIBUTION ACCESS SERVICES**

**4.1 Provision of Distribution Access Services**

The City will provide Distribution Access Services to Customers requesting such services and who meet the application requirements set out in these Terms and Conditions.

The City will make reasonable efforts to provide Distribution Access Services, that will allow for the supply of Electric Energy to the Customer's facilities at a nominal 60-Hertz alternating current and at the nominal voltage level for the Service Connection and variations, which comply with the Canadian Standards Association standards.

The City shall make all reasonable efforts to maintain a continuous supply of Electric Energy to its Customers, but cannot guarantee an uninterrupted supply of Electric Energy. Notwithstanding any other provision of these Terms and Conditions, in case the Distribution Access Services are interrupted by defective equipment or fails from an event or cause of Force Majeure or through the negligence of the City's employees, servants or agents, the City will not be liable for the defect, irregularity, interruption or failure.

Procedural and technical requirements that must be met prior to connecting facilities to the City's distribution system are described in the document entitled "Customer Service Guidelines". This document is available at the Department's office during business hours.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 8 of 25**

---

**4.2 Application for Distribution Access Services**

A Customer may apply for Distribution Access Services to allow for the supply of Electric Energy as set out in Section 4.1 of these Terms and Conditions. Applications will be received through any agent or duly authorized representative of the City.

Some voltage levels may not be available at all locations served by the City's Distribution System.

The Customer of record may be:

- in the name of the owner, or
- where there is evidence of a landlord-tenant situation, in the name of the tenant, or
- In the name of the general contractor in the case of a new Site.

Once the City accepts an application for Distribution Access Services, the applicant shall assume all obligations set forth herein with respect to the Distribution Access Service.

**4.2.1 Method and Form of Application**

All Customers, Retailers or agents of Customers applying for Distribution Access Services must be of legal age to contract for Distribution Access Services with the City. The City reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to sign an application in writing on forms provided by the City. No servant, agent or employee of the City is authorized to modify orally any provisions of a written application or to bind the City to any promise or representation contrary thereto. Modifications of written applications shall be in writing and duly executed by an authorized representative of the City.

**4.2.2 Application by Retailer or Other Person**

A Retailer or any other Person acting as agent of a Customer may apply for Distribution Access Services on behalf of the Customer if the Retailer or other Person provides the City with verifiable authorization from the Customer that the Retailer or other Person is authorized by that Customer to make the application. The Customer authorization must be dated and signed by the Customer, and must include the Customer's name and explicit expression of the Customer's intention to obtain Distribution Access Services at a specified Site.

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 9 of 25**

---

**4.2.3 Provision of Information**

Upon request, the City shall furnish to any Person, detailed information on the method and manner of making application for Distribution Access Services. Such information may include a copy of the City's Customer Service Guidelines, a description of the Service Connections available, connections necessary between the City's Facilities and the Customer's facilities and premises, location of entrance facilities and metering equipment, and Customer and City responsibilities for installation, operation and maintenance of Facilities.

The City may require an applicant for Distribution Access Services to provide:

- information regarding the location of the premises to be served, the Customer's Connected Load and preferred supply conditions and the manner in which Distribution Access Service will be utilized;
- credit information or references; and
- any other information outlined in the City's Customer Service Guidelines or that the City reasonably requires.

Upon receipt of the required information, the City will advise the applicant of the type and character of the Distribution Access Services it will furnish to the Customer, if any, any special conditions that must be satisfied before the City will provide any Distribution Access Services, the Site at which the Distribution Access Services will be provided, the Customer's distribution Contract Demand if required and, if requested, the location of the City's metering and related equipment.

**4.2.4 Rejection of Application**

The City may, in its sole discretion, reject any applicant's request for Distribution Access Services when:

- the type of Distribution Access Service applied for is not available or normally provided by the City in the locality where the Distribution Access Service is requested; or
- the applicant or the Customer does not have currently in force all permits, certificates, licenses, or other authorizations or right-of-way agreements that may be required for the installation and operation of Distribution Access Service; or
- the City determines, in its sole discretion, that the Customer is not creditworthy or a previous account held by the Customer with the City is in

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 10 of 25**

---

arrears; or

- the Customer fails to provide a security deposit or letter of credit from a suitable financial institution in form and substance acceptable to the City; or
- any representation made by the applicant or the Customer to the City for the purpose of obtaining Distribution Access Services is, in the City's opinion, fraudulent, untruthful or misleading; or
- the applicant or Customer has not, when requested by the City to do so, provided a signed written application for Distribution Access Services; or
- the proposed loads, in the City's opinion, have characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the City's personnel.

**4.2.5 Approvals**

The applicant for Distribution Access Services shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations and right-of-way agreements necessary for the installation and operation of the Distribution Access Services and shall submit copies of them to the City upon request. The City shall not be required to commence or continue installation or provision of Distribution Access Services unless and until the applicant and Customer have complied with the requirements of all governmental authorities, all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and all the City's requirements applicable to the installation and provision of Distribution Access Services.

**4.3 Responsibilities**

**4.3.1 Rights-of-Way**

At the request of the City, the Customer shall grant, or cause to be granted to the City, without cost to the City, such easements, rights-of-way and rights of entry over, upon or under the property owned or controlled by the Customer as the City reasonably requires for the construction, installation, maintenance, repair and operation of the facilities required for Distribution Access Services and the performance of all other obligations required to be performed by the City hereunder.

The Customer shall be responsible for managing vegetation on the property owned occupied or controlled by the Customer to maintain proper clearances and reduce the risk of contact with the City's Facilities. At the request of the Customer and if necessary, the City will make reasonable efforts to de-energize the Customer's Distribution Access Services at no cost to the Customer to allow

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 11 of 25**

---

the Customer to manage vegetation as required by this Section. If, in the opinion of the City, the Customer has failed to adequately manage vegetation as required by this Section, the City may at the Customer's expense perform the work that the City determines is reasonably required. The City shall make reasonable efforts to notify the Customer before such work is performed.

The Customer shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the City's Facilities or result in non-compliance with applicable statutes, regulations, standards and codes.

**4.3.2 Payment of Invoice**

The Customer shall pay all fees, rates and charges required to be paid under these Terms and Conditions upon receipt of an invoice for the fees, rates and charges. The invoice may be issued to the Customer by a Retailer on behalf of the City or directly by the City. Transactional charges include charges on a fee for services basis that are not recoverable under the standard provisions of the Distribution Tariff. Customers shall be invoiced for Distribution Access Services according to the fees set out in the Schedule of Fees and invoiced in accordance with this Section.

Invoices shall be deemed rendered, and other notices duly given when delivered to the Customer personally, when mailed to or left at the premises where Connection Service is provided or the last known address of the Customer or when delivered to the premises set out in Section 8.6 hereof. Failure to receive such an invoice from the City will not entitle the Customer to any delay in the settlement of each account nor to any extension of the date after which a late payment charge becomes applicable. In the case of a dispute between the City and the Customer, the Customer shall be expected to make payment or settlement as originally arranged and agreed to, pending the resolution of the dispute.

Payment shall be made either by way of cheque or electronic funds transfer to the bank account specified by the City.

Any invoice rendered to a Customer for which valid payment has not been received by the due date shall be considered past due. On the first day following the payment due date, late payment charges at a rate established by the City will be applicable to all overdue billed amounts, including arrears and previously unpaid late payment charges. Customers who fail to make payments on time for Distribution Access Services will also be subject to normal credit action, which may include, but is not limited to:

- Reminder letters;

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

Page 12 of 25

- 
- Notification by telephone;
  - Use of collection agencies;
  - Requiring prepayment before additional service
  - Withholding of additional service; and
  - Legal action.

**4.3.3 Underpayments**

Underpayments of any amount are treated as normal receivables outstanding.

**4.3.4 Returned Cheque Fee**

The City may assess a returned cheque fee, as outlined in the Distribution Access Service Schedule of Fees to any Customer whose cheque for payment to the City is dishonored by any bank when presented for payment by the City. Receipt by the City of a cheque or payment instrument that is subsequently dishonored shall not be considered valid payment.

**4.3.5 Collection of Taxes**

The City shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to Distribution Access Services.

**4.3.6 Customer Facilities**

The Customer shall be responsible for the installation and condition of all equipment and facilities on the Site or on premises owned, controlled or occupied by the Customer. The City will retain ownership of its equipment and Facilities whether affixed to a Customer's facilities or not.

**4.3.7 Customer Liability**

The Customer assumes full responsibility for the proper use of Distribution Access Services provided by the City and for the condition, installation, suitability and safety of any and all wires, cables, devices or appurtenances or facilities energized on the Customer's premises or on premises owned, controlled or occupied by the Customer.

**4.3.8 Protective Devices**

The Customer shall be responsible for determining whether the Customer needs any devices to protect the Customer's facilities from damage that may

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 13 of 25**

---

result from the use of Distribution Access Services including, without limiting the generality of the foregoing, single phasing protection on three-phase Service Connections. The Customer shall provide, install and maintain all such devices.

**4.3.9 Service Calls**

The City will require a Customer to pay the appropriate fee per the Schedule of Fees of a Customer-requested service call if the source of the problem is the Customer's facilities.

**4.3.10 Standards for Interconnection**

The Customer's installation shall conform to the requirements of the City's Customer Service Guidelines and/or such further requirements as the City may establish from time to time. Copies of such requirements are available at the Department's office during business hours.

**4.3.11 Suitability of Equipment**

All of the Customer's facilities shall be suitable for operation with Distribution Access Services provided by the City. The Customer shall not use the Distribution Access Service for any purpose, or with any apparatus, that would cause a disturbance to any part of the City's Distribution System.

**4.4 Connections**

**4.4.1 Interruptions**

The City may discontinue or otherwise curtail, interrupt or reduce Distribution Access Services whenever the City reasonably determines, or when the City is directed by the System Controller, that such a discontinuation, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the City's Facilities; to maintain the safety and reliability of the City's Distribution System; or due to any other reason, including Emergencies, forced outages, potential overloading of the City's distribution system or Force Majeure.

**4.4.2 System Controller Requirements**

The Customer acknowledges and agrees that the City is bound by all System Controller operating instructions, policies and procedures as are set forth in the Power Pool Rules and Power Pool Code of Practice, as may be revised from time to time, which are needed to maintain the integrity of the Alberta Interconnected Electric System. The Customer acknowledges and agrees that it will cooperate with the City so that the City will be in compliance with all System Controller Operations Procedures, which include, but are not limited to,

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 14 of 25**

---

those procedures pertaining to minimum and maximum generation Emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction or full interruption of Customer load by either manual or automatic means.

**4.4.3 Compliance with Governmental Directives**

The Customer acknowledges and agrees that the City may need to act in response to governmental, regulatory or civil authority directives or orders which may affect Customer load. The Customer agrees to cooperate with the City in order to enable the City to comply with the directives and orders.

**4.4.4 Interference with the City's Property**

No one other than an employee or authorized agent of the City shall be permitted to remove, operate, or maintain meters, electric equipment or other City Facilities. The Customer shall not interfere with, extend or alter the City's meter, seals or other Facilities or permit the same to be done by any Person other than the authorized agents or employees of the City. City property shall be installed at points most convenient for City access and service and in conformance with public regulations in force from time to time. The Customer shall be responsible for all destruction, loss or damage to the City's meters, electric equipment, seals or other Facilities located on the Customer's premises or on premises owned, operated or controlled by the Customer where the destruction or damage is caused by a negligent act or omission or willful misconduct of the Customer or anyone permitted by the Customer to be on the premises, provided however, that the Customer shall not be liable for such destruction, loss or damage where such destruction, loss or damage is occasioned by circumstances beyond the Customer's control.

**4.4.5 Protection of the City's Equipment**

The Customer shall furnish and maintain, at no cost to the City, the necessary space, housing, fencing, barriers, and foundations for the protection of Facilities necessary for the provision of Distribution Access Services to be installed upon the Customer's premises, or on the premises owned, occupied or controlled by the Customer, whether the Facilities are furnished by the Customer or by the City. If the Customer refuses, the City may at its option furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the City's specifications and approval.

**4.4.6 Unauthorized Use or Unsafe Conditions**

If the City determines that there has been an unauthorized use of Electric

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

Page 15 of 25

---

Energy or Distribution Access Services including but not limited to any tampering with a meter or other City Facilities, unauthorized connection or reconnection, or theft, fraud, intentional or unintentional use of Electric Energy whereby the City is denied full compensation for services provided, the City may make such changes in its meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities and Distribution Access Services, and also to ensure the safety of the general public and the City personnel. Upon finding an unauthorized use of Facilities or Electric Energy or finding that Distribution Access Services have not been used in accordance with these Terms and Conditions, the City may discontinue the Distribution Access Service and charge the Customer, Retailer or any other Person acting as agent for the Customer, all damages suffered by the City and all costs incurred in correcting the condition. Nothing in this Section shall be deemed to constitute a waiver of any other rights of redress which may be available to the City or to limit in any way any legal recourse which may be open to the City.

**4.4.7 Relocation of the City's Facilities**

The costs of relocating the City's meter, seals or other Facilities shall be borne by the Customer when done at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by the City, the Customer shall pay the estimated cost of the relocation in advance.

**4.4.8 Customer's Facilities**

The Customer will ensure that its facilities comply with the applicable requirements of the Canadian Electrical Code and with all technical guidelines issued from time to time by the City. The Customer shall not use its Distribution Access Services in a manner so as to cause undue interference with any other Customer's use of Distribution Access Services such as an abnormal disturbance to the voltage, frequency and waveform of the Electric Energy supply. At the City's request, the Customer shall take whatever action is required to correct the interference or disturbance at the Customer's expense. Alternatively, the City may elect to correct the interference or disturbance at the Customer's expense.

The Customer shall not, without written consent of the City use its own facilities in parallel operation with the City's Distribution System. A Customer shall not extend or permit the extension of its facilities connected to the City's Distribution System beyond property owned, controlled or occupied by that Customer.

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 16 of 25**

---

**4.5 Change in Distribution Access Services**

**4.5.1 Prior Notice by Customer**

A Customer shall give the City reasonable written notice prior to any change in the Customer's requirements for Distribution Access Services, including any change in Connected Load, to enable the City to determine whether it can accommodate such change without alterations to its Facilities. A Retailer or any other person who is acting as agent for a Customer and who provides the City with verifiable authorization from the Customer may give such notice to the City on the Customer's behalf. If the City receives such notice from a Retailer or other Person, the City may at its option require that such notice be provided directly from the Customer.

The Customer shall not change its requirement for Distribution Access Services without the City's written permission. The Customer shall be responsible for all damages, whether direct or indirect or consequential, caused to the City's Distribution System or Facilities as a result of the Customer changing its requirements for Distribution Access Service without the City's permission.

**4.5.2 Changes to the City's Facilities**

If the City must modify its Facilities to accommodate a change in a Customer's requirements for Distribution Access Service, the Customer shall pay for all costs attributable to such modification including, without limitation, the following costs:

- the original capital cost of the City's Facilities being removed less accumulated depreciation, plus
- the estimated cost of removing the City's Facilities, less the estimated salvage value, plus
- the estimated cost of installing the City's new Facilities, less
- any applicable City investment.

**4.6 Discontinuation of Service**

**4.6.1 Discontinuation at Request of Retailer**

The City will discontinue or reduce the capability of the Customer's Distribution Access Services at the request of a Retailer in accordance with the City's connection and disconnection policies approved by the City from time to time and set out in the Terms and Conditions for Retail Access Services.

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 17 of 25**

---

**4.6.2 Discontinuation at Request of Customer**

The Customer may at any time and on reasonable notice to the City, request the discontinuation or reduction in capability of the Customer's Distribution Access Service. The Customer may be required to pay for any unrecovered investment made by the City in respect of the Customer's Distribution Access Services.

**4.6.3 Discontinuation for Safety Reasons**

The City reserves the right to discontinue Distribution Access Services to a Customer at any time without notice, or to refuse to make such Distribution Access Services available to the Customer, where, in the City's opinion, any of the following conditions exist:

- the Customer has permitted the Customer's facilities to become hazardous; or
- if to its knowledge or in its judgement, the Customer's facilities are unsafe or defective or will become unsafe or defective imminently; or
- the Customer's facilities fail to comply with applicable statutes, regulations, standards and codes and the City's requirements; or
- the use of Distribution Access Services may cause damage to the City's Facilities or Distribution System or interfere with or otherwise disturb any other services provided by the City.

The City will re-continue Distribution Access Service when the condition has been rectified to the City's satisfaction, when the Customer has provided, or paid the City's costs of providing, such facilities as may be necessary to rectify the condition and prevent the condition from recurring, and the Customer's facilities are approved by the appropriate authority. The City shall make a reasonable effort to notify each Customer within a reasonable time after discontinuation, of the reason for the discontinuation and the actions required for re-connection.

**4.6.4 Discontinuation Other Than for Safety**

The City may at any time, after having given at least 48 hours prior verbal or written notice to a Customer and without any further notice, discontinue Distribution Access Service to the Customer or install a current-limiting device to restrict the capability of Distribution Access Service if the Customer:

- violates any provision of these Terms and Conditions or the Distribution Tariff;

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 18 of 25**

---

- tampers with any service conductors, seals or any other City Facilities or any meters, whether or not provided by the City;
- neglects or refuses to pay when due, all amounts required to be paid under these Terms and Conditions, a Schedule of Fees or Rate Schedule;
- changes its requirements for Distribution Access Services without the permission of the City; or
- provides the City with incorrect information or makes fraudulent or unauthorized use of Distribution Access Services.

**4.6.5 Restoration of Service**

If Distribution Access Services to a Customer are restricted by a current-limiting device or discontinued (other than for safety reasons and whether at the request of the Customer or not) the Customer shall pay the following amounts prior to the City reconnecting Distribution Access Service:

- any amount owing to the City ; and
- a reconnection charge in accordance with the Schedule of Fees which forms part of the Distribution Tariff, if Distribution Access Services are restored during the City's normal business hours, or, in any other case, an amount not exceeding the City's actual cost of re-continuation.

**4.6.6 Removal of Facilities**

Upon termination of Distribution Access Services, the City will be entitled to enter upon and remove from the property owned, occupied or controlled by the Customer any of the City's Facilities located upon the property.

**4.6.7 Schedule of Fees**

The City reserves the right to impose reasonable fees and charges pursuant to the various provisions of these Terms and Conditions. The fees and charges shall be set out in the Schedule of Fees which forms part of the Distribution Tariff.

**4.7 Supplier of Last Resort**

The City has appointed ENMAX Energy Corporation as its Supplier of Last Resort as per the Roles, Relationships and Responsibilities Regulation made pursuant to the EUA. The Supplier of Last Resort will provide Electric Energy in respect of Customers

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 19 of 25**

---

who are no longer able to receive Electric Energy from their Retailer for any of the following reasons:

- The Retailer has voluntarily ceased to operate in Alberta;
- The Retailer is no longer licensed;
- The arrangements for Retail Access Services between the Retailer and the City have been terminated;
- The Retailer is no longer permitted to exchange Electric Energy through the Power Pool;
- The Retailer has given notice to the City that it will no longer be providing Electricity Services to the Customer; and/or
- any other reasons which may be specified by the EUA.

## **5.0 METER SERVICES**

### **5.1 Installation of Meters**

#### **5.1.1 Provision and Ownership**

The City shall provide, install and seal one or more meters for the purpose of measuring Electric Energy delivered to a Customer. Time of use or interval meters shall be installed for a Customer whose Demand, either actual or estimated by the City, will equal or exceed 2000 kVA. Each meter shall remain the sole property of the City regardless of the degree to which the meter may be affixed to the Customer's equipment or to the Customer's premises, or to premises owned, occupied or controlled by the Customer.

Should a Customer request, a new meter and/or a communication device be attached to the existing meter, the request shall be made in accordance with the provisions set out in the Customer Service Guidelines and the City shall provide, install, test, and maintain the requested metering and/or communication device. The Customer shall bear the cost incurred by the City in providing and installing the meter or attaching the communication device per the Schedule of Fees. Upon installation, the meter or communication device shall remain the property of the City and will be maintained by the City. The City shall complete installation of the meter or attachment of the communication device, if reasonably possible, within 60 days of receiving a request from the Customer. The City shall invoice the Customer and the Customer shall make payment prior to the meter being energized or the

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 20 of 25**

---

communication device being placed into service.

**5.1.2 Responsibility of Customer**

Each Customer shall provide and install a meter socket or meter enclosure and other approved and required facilities suitable for the installation of the City's meter or metering equipment in accordance with the City's Customer Service Guidelines.

**5.2 Location**

Meter locations shall be designated by the City based on the type of Distribution Access Service required and convenience of access to the meter. Where a meter is installed on a Customer-owned pole, the pole shall be provided and maintained by the Customer as required by the Canadian Electric Code and any other applicable statutes, regulations, standards and codes.

**5.3 Access to Metering Equipment**

The City may, at any reasonable time, read, inspect, remove and test its meter installed on property owned or controlled by the Customer. The City's employees, agents and other representatives shall have the right to enter a property owned, occupied or controlled by a Customer at all reasonable times and intervals for the purpose of installing, maintaining, replacing, testing, monitoring, reading or removing the City's electrical equipment and appliances or other Facilities or of discontinuing service or for any other purpose incidental to the provision of Distribution Access Services and the Customer shall not prevent or hinder the City's entry.

An eligible Retailer will provide Customer Site specific data to the City for each Site it provides services. Such data will include:

- Retailer Name, identification and contact information;
- The City's meter number; and
- Customer Site Identification number and contact information.

**5.4 Off-Cycle Meter Read or Meter Testing**

The City will test any meter provided by the City at the request of the Customer subject to the charges set out in the Schedule of Fees which form part of the Distribution Tariff. If a Customer suspects that its meter may be malfunctioning, the Customer may request that its Retailer arrange for an off-cycle meter read and/or testing of the meter. If the Retailer determines an off-cycle read or test of the meter is warranted the Retailer may request that the City test the meter. The City will test any meter provided by the City at the request of the Retailer subject to the charges set out

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 21 of 25**

---

in the Retail Access Services Schedule of Fees which forms part of the Distribution Tariff. If the City determines that the meter is operating outside tolerances specified by Measurement Canada, the cost of testing and replacement shall be borne by the City.

**5.5 Changes to Metering**

The City may at any time change any meter it installed.

Should a Customer request a new meter or that a standard non-time of use meter be replaced with a time of use or interval meter, or request that a communication device be attached to the existing meter, the City shall provide, install, test, and maintain the meter or communication device. The requested meter or communication device must meet the City's requirements. The Customer shall bear the incremental cost of providing and installing the meter over the cost of a standard non-time of use meter or the cost of providing and installing the communication device, as the case may be. Upon installation, the meter or communication device shall remain the sole property of the City and will be maintained by the City. The City shall invoice the Customer and the Customer shall make payment prior to the meter being energized or the communication device being placed into service.

**6.0 CUSTOMER GENERATION**

A Customer will not directly or indirectly connect or permit the connection of any source of Electric Energy to the City's Distribution System unless there is an agreement in force between the Customer and the City with respect to the connection.

**7.0 LIABILITY AND INDEMNIFICATION**

**7.1 Force Majeure**

If an event or circumstance of Force Majeure occurs that affects the City's ability to provide Distribution Access Services, the City's responsibilities, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or consequences thereof are remedied and for such period thereafter as may reasonably be required to restore Distribution Access Services. Where reasonably practical, the City shall give notice to the Customer of such Force Majeure.

**7.2 The City Not Liable for Retailer**

The City provides Retail Access Services to Retailers under the Terms and Conditions for Retail Access Services and provides Distribution Access Services to Customers in

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 22 of 25**

---

accordance with these Terms and Conditions. Retailers and Customers may enter into an arrangement or agreement for the provision of services beyond those which the City provides under these Terms and Conditions. None of the City or its affiliates, directors, officers, agents, contractors, assigns or employees shall be liable to a Customer for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Customer or any other Person on premises owned, occupied or controlled by such Customer arising out of, or in any way connected with:

- the City's conduct in compliance with, or as permitted by the City's Terms and Conditions for Retail Access Services, a Retail Access Services Agreement between the City and a Retailer or any legal or regulatory requirements related to Retail Access Services or Distribution Access Services;
- any failure of a Retailer to comply with the City's Terms and Conditions for Retail Access Services, a Retail Access Services Agreement or for any damages caused by equipment installed or actions taken by a Retailer;
- a Retailer's failure to perform any commitment to the Customer, including but not limited to the Retailer's obligation to provide services to the Customer in accordance with any arrangement or agreement; or
- any acts, omissions or representations made by a Retailer in connection with soliciting Customers for Retail Access Services or performing any of its functions in accordance with any arrangement or agreement,

whether such damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs arise in contract, tort or otherwise, and whether such damages are direct, indirect or consequential.

**7.3 Limitation of Liability**

Except for direct physical damages, injuries or losses suffered by a Customer and occurring as a direct result of the negligence of the City or its employees acting within the scope of their employment, none of the City nor its affiliates, directors, officers, agents, contractors, assigns or employees shall be liable for any damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs suffered or incurred by any Customer or any other person on premises owned, occupied or controlled by such Customer arising out of, or in any way connected with, the provision by the City of Distribution Access Service in respect of a Customer or any failure, defect, fluctuation, reduction, disconnection, suspension, curtailment or interruption in the provision of such Distribution Access Service, regardless of whether such damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs arise in contract, tort or otherwise.

Notwithstanding anything to the contrary contained in these Terms and Conditions,

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 23 of 25**

---

the City or its affiliates, directors, agents, contractors, assigns, or employees shall be liable only for direct physical damages. "Direct physical damages" shall not include, any damages, injuries, losses, expenses, liabilities, fees (including any legal fees), or costs which are of an indirect, special or consequential nature ("Indirect Damages") regardless of whether they arise in contract, tort or otherwise. Without limiting the generality of the foregoing, Indirect Damages shall include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract, cost of capital, cost of purchased or replacement capacity or Electric Energy, loss of any use of any facilities or property owned, leased or operated by any person and any other indirect, special or consequential damages, injuries, losses, expenses, liabilities, fees (including legal fees), or costs whatsoever.

**7.4 Indemnification**

The Customer shall indemnify and hold harmless, and at the option of the City defend, the City and its affiliates, directors, officers, agents, contractors, assigns and employees and each of them (collectively, "Affiliates"), from and against any and all claims, actions, costs, fees (including legal fees), fines, penalties and liabilities in tort, contract, or otherwise (collectively, "Liabilities") brought against the City or any of its affiliates, directors, officers, agents, contractors, assigns or employees which arise from, result from or are in connection with any act, omission or failure of the Customer, including any act, omission or failure of the Customer arising from, resulting from or in connection with any duty or obligation of the Customer pursuant to these Terms and Conditions, pursuant to any other agreement or arrangement with the City, pursuant to any agreement or arrangement between the Customer and a retailer or between the Customer and any third party.

The Customer hereby waives recourse and any right the Customer may have to bring any action or claim against the City and its affiliates, directors, officers, agents, contractors, assigns or employees arising from, resulting from or in connection with the non-negligent performance of the City and its affiliates, directors, officers, agents, contractors, assigns or employees in connection with the performance of obligations under these Terms and Conditions.

The Customer shall indemnify and save harmless the City from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgements for injuries to or deaths of persons or damage of any kind, whether to property or otherwise, arising directly or indirectly by reason of:

- the routine presence in or use of Electric Energy over the wires, cables, devices or other facilities owned or controlled by the customer; or
- the failure of the Customer to perform any of the Customer's duties and obligations as set forth in these Terms and Conditions; or
- the Customer's improper use of Electric Energy or electric wires, cables, devices or

Effective January 1, 2001

**City Of Red Deer  
Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 24 of 25**

---

other facilities.

**8.0 MISCELLANEOUS**

**8.1 Compliance with Applicable Legal Authorities**

The City and the Customer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, and all existing or future orders or other actions of the System Controller or governmental authorities having applicable jurisdiction. The City will not violate, directly or indirectly, or become a party to a violation of any requirement of any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide Distribution Access Services. The City's obligation to provide Distribution Access Services is subject to the condition that all requisite governmental and regulatory approvals for the provision of Distribution Access Services have been obtained and will be maintained in force during such period of service.

**8.2 No Assignment**

The Customer shall not assign any of its rights or obligations under these Terms and Conditions without obtaining:

- any necessary regulatory approval(s); and
- the prior written consent of the City, which consent shall not be unreasonably withheld.

No assignment shall relieve a Customer of any of its obligations under these Terms and Conditions until such obligations have been assumed in writing by the assignee. Any assignment in violation of this Section shall be void.

**8.3 No Waiver**

The failure of either party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

Effective January 1, 2001

**City Of Red Deer**  
**Electric Light & Power Department**

**Terms and Conditions for Distribution Access Services**

**Page 25 of 25**

---

**8.4 Law**

These Terms and Conditions 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 lawsuit arising in connection with these Terms and Conditions shall be brought in the courts of the Province of Alberta.

**8.5 Dispute Resolution – Arbitration Procedures**

Any dispute arising between the parties shall be determined by arbitrator. The provisions of the *Arbitration Act* (Alberta) shall apply to the appointment of the arbitrator, the arbitration process, and all other matters in respect of the arbitration.

Nothing in these Terms and Conditions shall prevent the parties to the agreement from agreeing upon arbitration by a single arbitrator, whose decision shall be final and binding upon all parties.

**8.6 Notices**

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions shall be in writing and shall be personally delivered, mailed or delivered by facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

- If to the Customer, the address and the addressee on record with the City
- If to the City,

The City of Red Deer  
Electric Light & Power Manager  
Box 5008  
5581 – 45 Street  
Red Deer, Alberta  
T4N 3T4

Fax Number:           403-341-6806

A party may change the address or addressee from time to time by giving written notice of such change to the other party in accordance with this Section. Any notice, demand or request made, given or delivered hereunder by facsimile shall be deemed to be received on the day of transmission if sent during the normal business hours of the recipient, failing which it shall be deemed to be received on the next following Business Day.

Effective January 1, 2001

## **Distribution Access Services Schedule of Fees**

The fees and charges required by this schedule are non-refundable and are charged in all circumstances. They apply to the services described in the Distribution Access Services Terms and Conditions.

- 1. Connection/Disconnection/Reconnection Fee:**
- |                                |                             |
|--------------------------------|-----------------------------|
| <b>Regular Business Hours:</b> | <b>\$45.00 per request</b>  |
| <b>Overtime Hours:</b>         | <b>\$190.00 per request</b> |

This fee is applicable to a new service connection, disconnection of an energized service or reconnection of a de-energized service requested by a Retailer on behalf of a Customer. The fee may be charged to the owner/landlord of the property where the disconnection has been in effect for less than six months.

- 2. Revoke Disconnection Fee:**
- |                                |                             |
|--------------------------------|-----------------------------|
| <b>Regular Business Hours:</b> | <b>\$45.00 per request</b>  |
| <b>Overtime Hours:</b>         | <b>\$190.00 per request</b> |

This fee is applied when instructions were received to disconnect service, subsequent instructions were received to cancel the disconnect order but the crew had been mobilized and was en-route to the Site.

- 3. Emergency Service Fee:** **Applicable Overtime Rates**

This fee is applied when supply is required on an emergency basis. The fee is applicable to every new connection or reconnection or other application for Electricity Services, for all new or existing either metered or flat rated, temporary or permanent, regardless of whether or not a physical electrical connection must be made at that particular time. The fee for emergency Electricity Services is in addition to and not in place of the application fee. Electricity Services is conditional upon clearance having been obtained from the appropriate Safety Codes Officers, and construction having been completed (other than a single span of overhead Service drops), and application having been made during normal City business hours.

- 4. Extra Service Trip Fee:**
- |                                |                          |
|--------------------------------|--------------------------|
| <b>Regular Business Hours:</b> | <b>\$45.00 per Call</b>  |
| <b>Overtime Hours:</b>         | <b>\$190.00 per Call</b> |

Applicable where the extra Service trip is required because of failure of the Customer or the Customer's equipment to comply with conditions for attaching to supply of electricity by the City or because of inadequate or unsafe conditions and equipment. This fee applies to each return trip by the City or its agents.

5. **Ad Hoc Meter Test:** **\$100.00 for Self-Contained Meter**  
**\$140.00 for Instrument-type Meter**

This fee applies when the City tests a City owned meter at the request of a Retailer or Customer. The fee is charged only if the accuracy proves to be within the limits allowed by the Government of Canada.

6. **Dishonoured Cheques:** **\$25.00 per Cheque**

This fee is applicable for all dishonoured cheques returned to the City for any reason.

7. **Non-Access Fee:** **\$25.00 per Meter per Month**

This fee is applicable where an actual meter reading by the City cannot be obtained for twelve consecutive months. The fee is applied in the thirteenth month in which an actual meter reading cannot be obtained and every month thereafter until an actual meter reading is obtained.

8. **Security Deposit** **Situation Specific**

A security deposit may be requested from a Customer. Alternatively, the City may rely on the Customer's credit history.

9. **Meter Verification/Certification** **\$60.00 per hour plus Materials**

This fee applies when a Retailer or Customer requests verification or certification of a Customer owned meter.

10. **Meter Upgrade Fee:** **\$80.00 per hour for one man/one truck (single phase).**  
**\$120.00 per hour for two men/one truck (multi phase).**

This fee is applicable for the time associated with City owned meter upgrades performed during regular business hours only. The Customer is also responsible for the cost of the materials, including the meter.

**FILE**

**Council Decision – Monday, August 14, 2000**

**DATE:** August 15, 2000  
**TO:** E.L.&P. Manager  
**FROM:** Deputy City Clerk  
**RE:** *Distribution Tariffs – Effective January 1, 2001*

---

**Reference Report:** EL&P Manager dated August 8, 2000

**Resolution:**

**Resolved that** Council of The City of Red Deer, having considered report from the E.L. & P. Manager dated August 8, 2000, re: Distribution Tariffs - Effective January 1, 2001, hereby agrees to file the following documents with the Alberta Energy and Utilities Board:

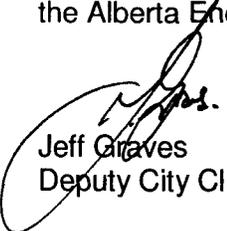
1. Distribution Tariff effective January 1, 2001.
2. *Terms and conditions for Distribution Access Services* including the *Distribution Access Services Schedule of Fees* all of which form part of the Distribution Access Tariff.
3. *Terms and Conditions for Retail Access Services* including the *Retail Access Services Schedule of Fees* and the *Retail Access Services Agreement* all of which form part of the Distribution Access Tariff.

Council further agrees to pass consequential amendments to Utility Bylaw No. 3215/98 to incorporate the above three items, without further change, prior to January 1, 2001.

**Report Back to Council Required:** No

**Comments/Further Action:**

Prior to January 1, 2001 the consequential amendments to the Utility Bylaw will need to be prepared for Council's consideration. I trust you will be filing the documents as indicated with the Alberta Energy and Utilities Board.

  
Jeff Graves  
Deputy City Clerk

/fm  
attchs.

c Director of Corporate Services  
Director of Development Services  
Administrative Assistant, City Clerk's Office

**BYLAW NO. 3156/W-2000**

Being a bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of the City of Red Deer.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. The "Land Use District Map L9" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use District Map No. 21/2000 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 17th day of July AD 2000.  
READ A SECOND TIME IN OPEN COUNCIL this day of AD 2000.  
READ A THIRD TIME IN OPEN COUNCIL this day of AD 2000.  
AND SIGNED BY THE MAYOR AND CITY CLERK this day of AD 2000.

---

MAYOR

---

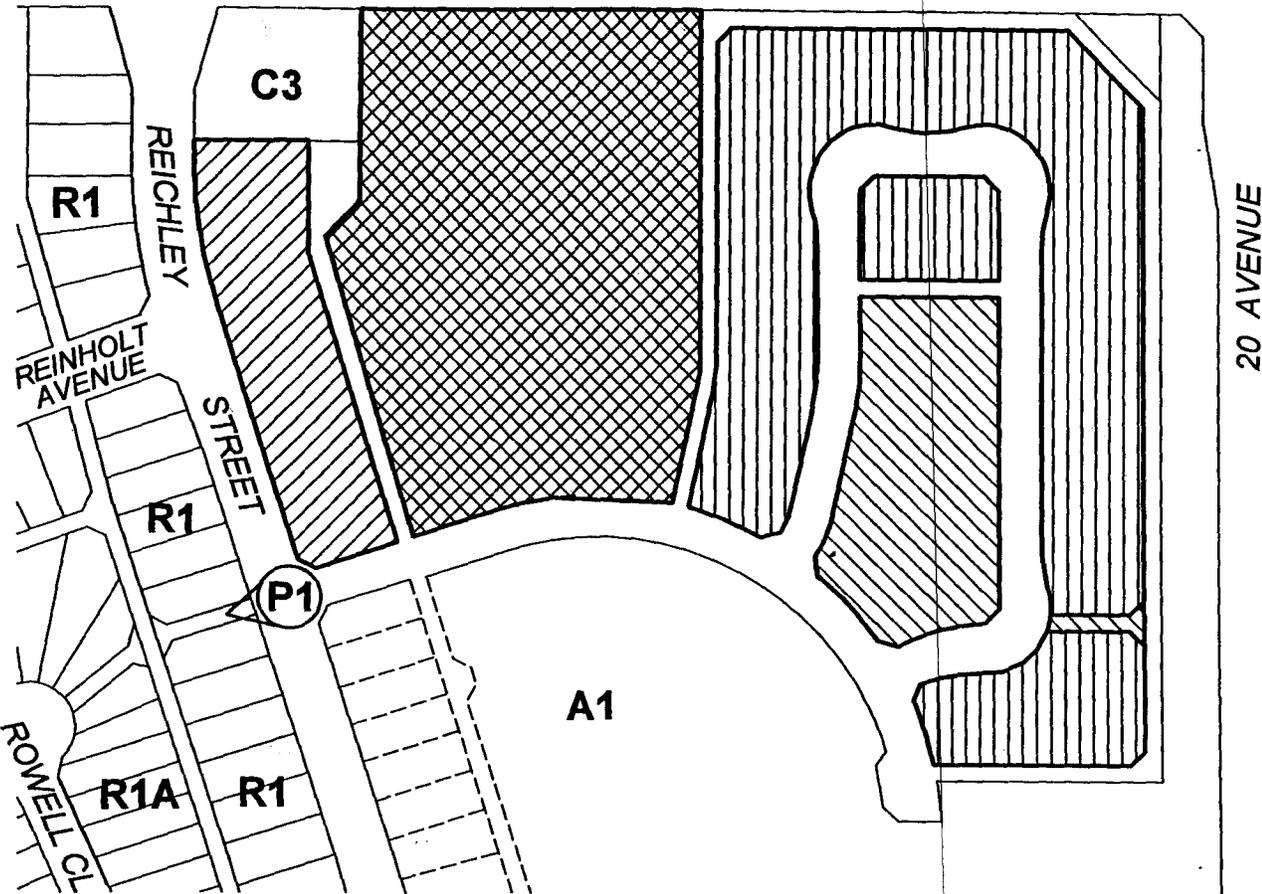
CITY CLERK

# The City of Red Deer

## PROPOSED LAND USE BYLAW AMENDMENT



55 STREET



Change from:

- A1 to R1 
- A1 to R1N 
- A1 to R2 
- A1 to P1 

### AFFECTED DISTRICTS:

- A1 - Future Urban Development
- R1 - Residential (Low Density)
- R1N - Residential Narrow Lot
- R2 - Residential (Medium Density)
- P1 - Parks & Recreation

MAP No. 21/2000

BYLAW No. 3156 / W- 2000

**BYLAW NO. 3156/Y-2000**

Being a bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of the City of Red Deer.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The "Use District Map L8" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use District Map No. 23/2000 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2000.

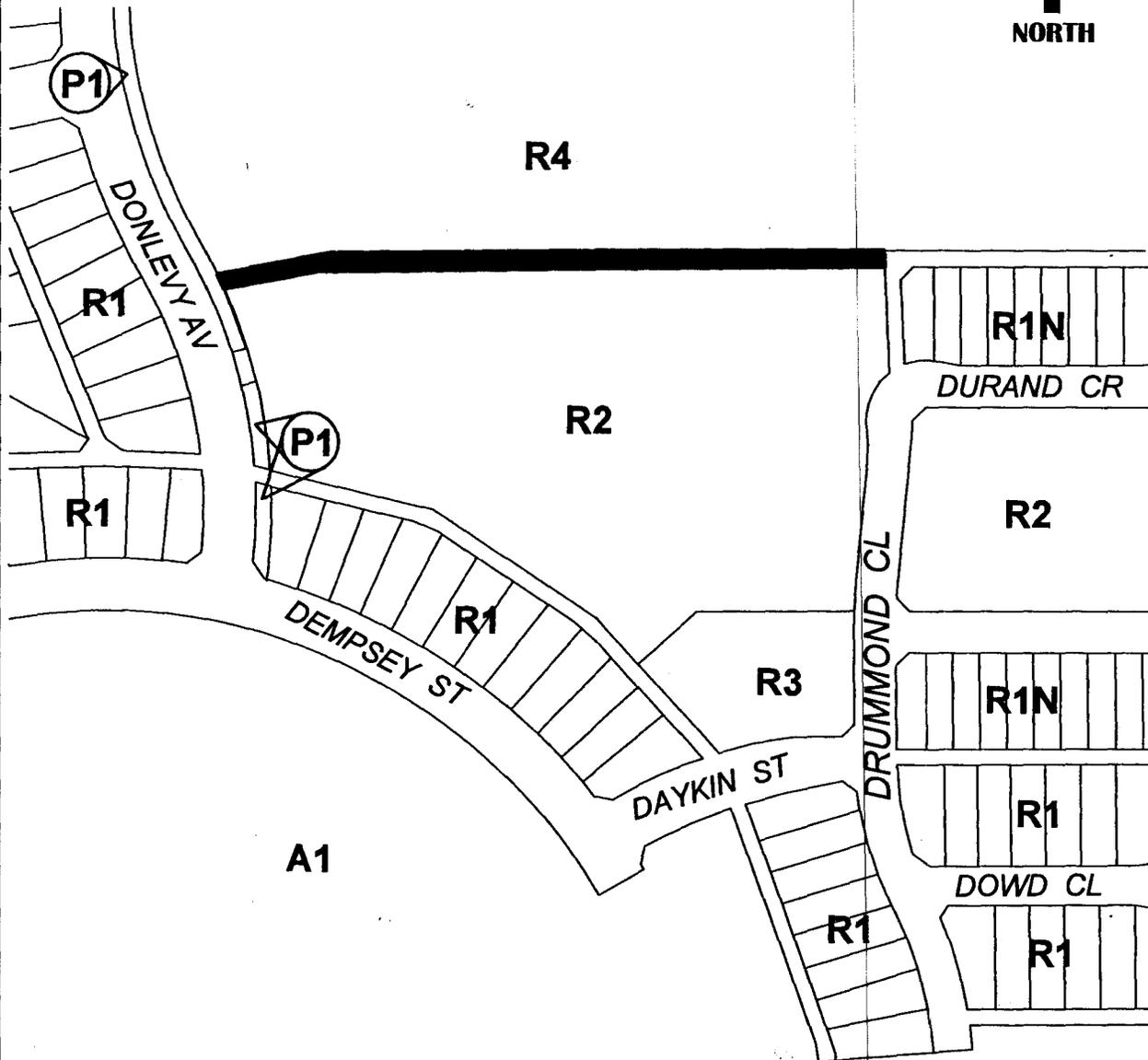
AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

# The City of Red Deer

## PROPOSED LAND USE BYLAW AMENDMENT



**AFFECTED DISTRICTS:**  
PUL - Public Utility Lot  
R2 - Residential (Medium Density)

Change from:  
PUL to R2



MAP No. 23/2000  
BYLAW No. 3156 / Y- 2000

Item No. 3

**BYLAW NO. 3156/Z-2000**

Being a bylaw to amend the City of Red Deer's Land Use Bylaw No. 3156/96.

**COUNCIL ENACTS AS FOLLOWS:**

Bylaw No. 3156/96 is hereby amended:

- 1 By deleting Section 99(1) in its entirety.
- 2 By adding new Section 100 (12) as follows:  
"100 (12) commercial entertainment facility."
- 3 By deleting Section 106(2).

READ A FIRST TIME IN OPEN COUNCIL this 17<sup>th</sup> day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2000.

---

 MAYOR

---

 CITY CLERK

**BYLAW NO. 3156/DD-2000**

Being a bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of The City of Red Deer.

COUNCIL OF THE CITY OF RED DEER, ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1 The C1A Commercial (City Centre West) District is amended as follows:

(a) By deleting the present Section 105 and replacing it with new Section 105 as follows:

“105 General Purpose

The general purpose of this District is to facilitate the development of a unique area of land uses, which may include office, commercial, industrial, institutional, cultural and residential developments, either as sole uses or in various combinations on a single site. Generally, the land uses are to serve the City and the region, as a whole. This district is distinct from, and includes higher standards of development than, the C1 District.”

(b) By deleting the present subsection 107(6) and replacing it with the new subsection 107(6) as follows:

“(6) Multiple family building. “

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**BYLAW NO. 3156/EE-2000**

Being a Bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of The City of Red Deer.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The "Use District Map L8" contained in "Schedule B" of the Land use Bylaw is hereby amended in accordance with Land Use District Map No. 27/2000 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this                    day of                    , A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this                    day of                    , A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this                    day of                    , A.D. 2000.

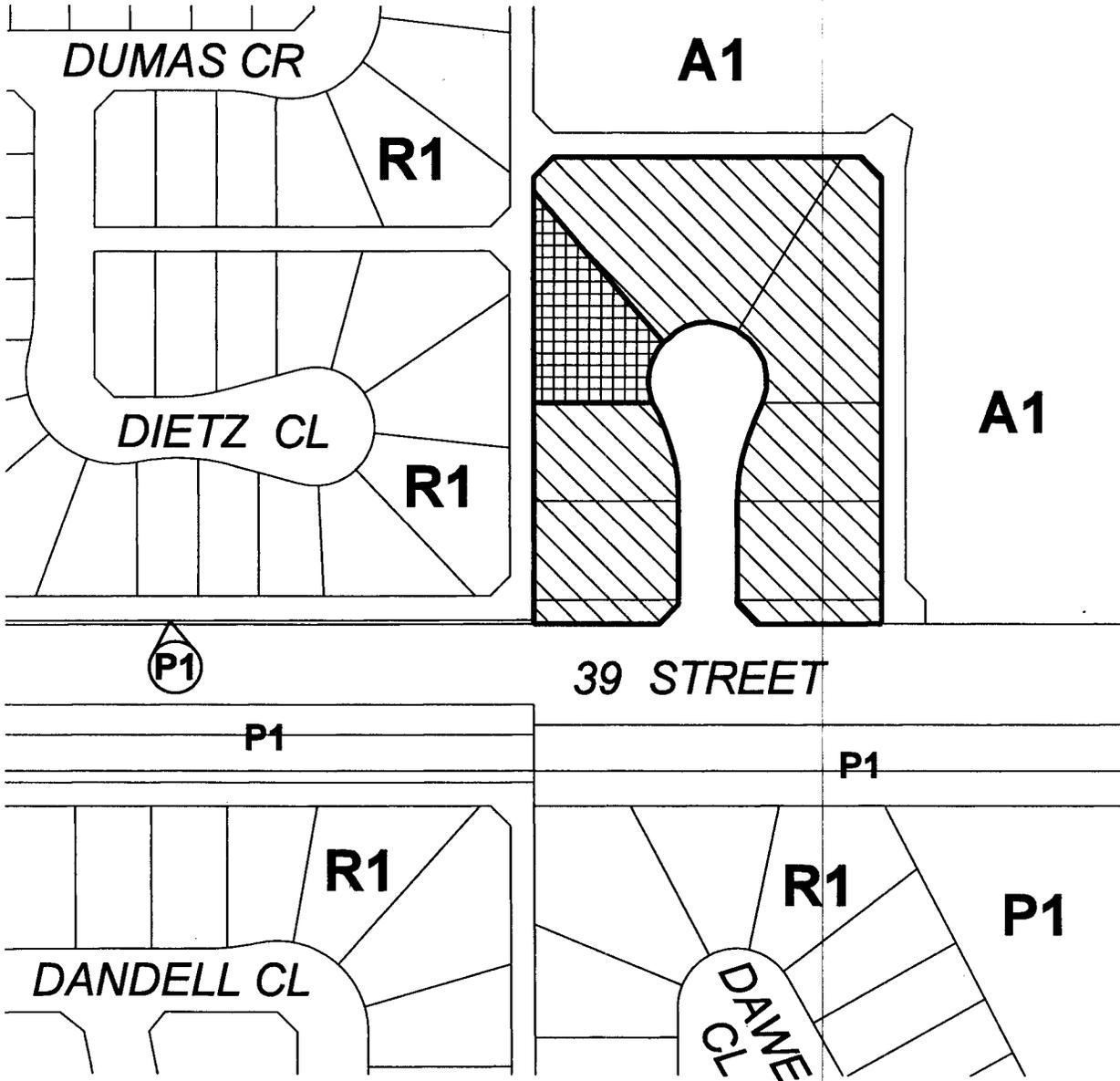
AND SIGNED BY THE MAYOR AND CITY CLERK this                    day of                    , A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

# The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT



Change from:

A1 to R1 

A1 to P1 

### AFFECTED DISTRICTS:

A1 - Future Urban Development

R1 - Residential (Low Density)

P1 - Parks & Recreation

MAP No. 27/2000

BYLAW No. 3156 / EE- 2000

**BYLAW NO. 3186/D-2000**

Being a bylaw to amend Bylaw No. 3186/97 the Traffic Bylaw of The City of Red Deer.

COUNCIL OF THE CITY OF RED DEER, ALBERTA, ENACTS AS FOLLOWS:

Bylaw No. 3186/97 is hereby amended as follows:

- 1 By deleting Schedule "B" in its entirety and replacing it with the attached new Schedule "B".
- 2 By deleting Schedule "C" in its entirety and replacing it with the attached new Schedule "C".

READ A FIRST TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this                    day of                    A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**SCHEDULE "B"**

Page 1 of 1

60 km/h

**AVENUES**

- 1 30 Avenue, from 150 metres north of 61 Street to 800 metres south of 32 Street
- 2 40 Avenue, from 32 Street to 200 metres south of Austin Drive
- 3 40 Avenue (Riverside Drive), between 77 Street and the north boundary of SE 33-38-27-4
- 4 Gaetz (50) Avenue, from Highway 11A to 150 metres north of 59 Street
- 5 49 Avenue, between 60 Street and 63 Street
- 6 Taylor Drive from Highway 11A to 200 metres south of 43 Street
- 7 Gaetz (50) Avenue, from South City Limits to 100 metres north of the east leg of 37 Street
- 8 Gaetz Avenue from 130 metres south of 42 Street to 36 Street

**STREETS**

- 1 32 Street, from West City Limits to 650 metres east of Lockwood Avenue
- 2 55 Street, from 30 Avenue to 20 Avenue
- 3 67 Street (Highway 11), from 68 Avenue to 150 metres east of Pameley Avenue
- 4 77 Street, between Taylor Drive and 40 Avenue (Riverside Drive)
- 5 Ross (50) Street, from 212 metres east of Deer Home Road to 700 metres east of Davison Drive

**SCHEDULE "C"**

Page 1 of 1

70 km/h

**AVENUES**

- 1 Riverside Drive, between the Lions Campground access and 77 Street
- 2 Taylor Drive, from 200 metres south of 43 Street to the South City Limit
- 3 30 Avenue, from 67 Street to 150 metres north of 61 Street
- 4 40 Avenue, from 200 metres south of Austin Drive to South City Limits

**STREETS**

- 1 67 Street (Highway 11) from 68 Avenue to Highway 2
- 2 67 Street (Highway 11) from 150 metres east of Pameley Avenue to 30 Avenue
- 3 19 Street from the West City Limit to 375 metres east of 40 Avenue

Item No. 7

**BYLAW NO. 3217/E-2000**

Being a bylaw of The City of Red Deer to amend Bylaw No. 3217/98, the Bylaw adopting The City of Red Deer Neighbourhood Area Structure Plans.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. Bylaw 3217/98 is hereby amended by deleting the Public Utility Lot on the attached map from Figures 4, 6, 7, 8, 9, and 10 in the Deer Park Neighbourhood Area Structure Plan.

READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2000.

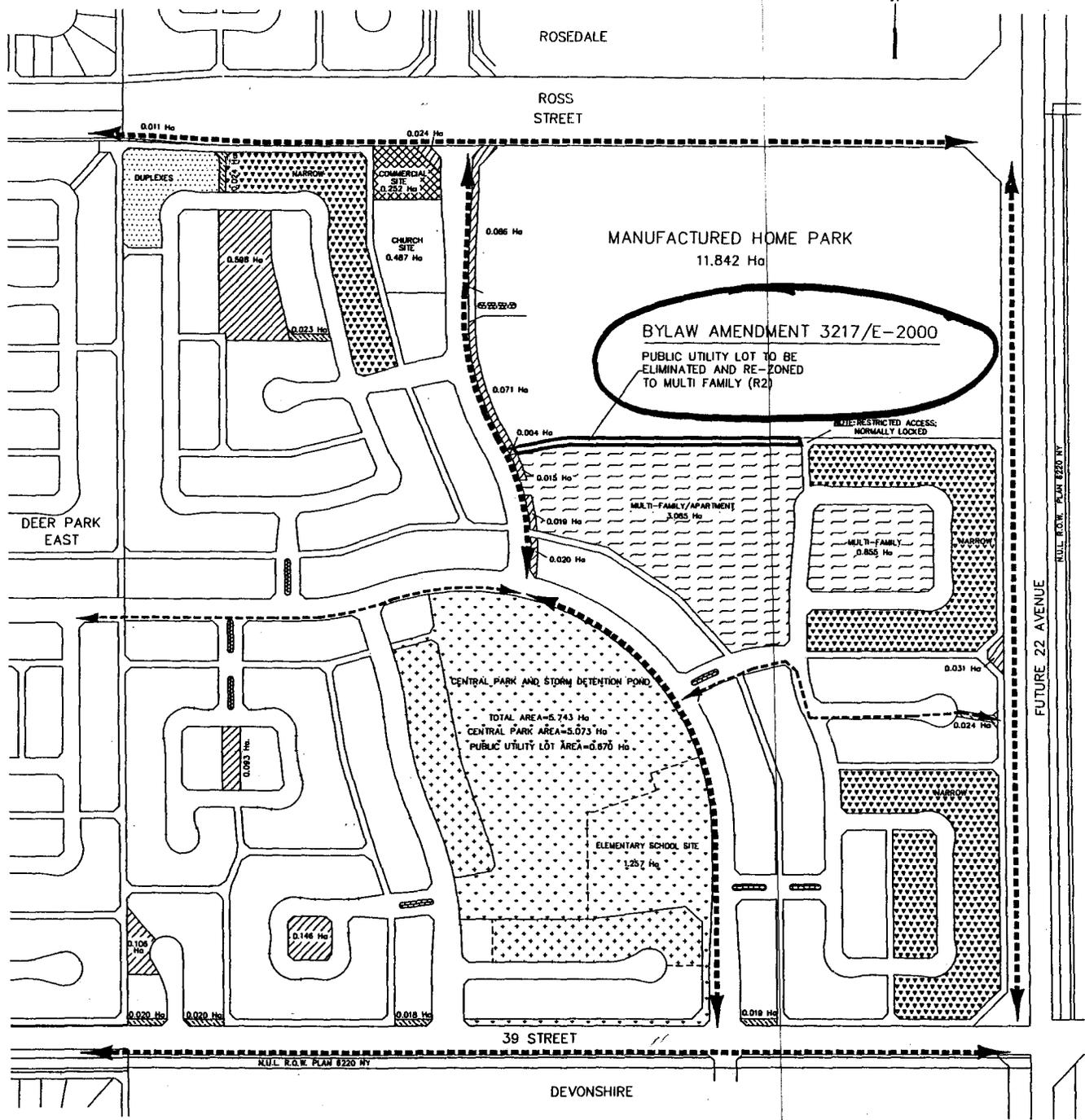
READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

# DEER PARK EAST AREA STRUCTURE PLAN



**FIGURE 4  
DEVELOPMENT CONCEPT**

SCALE 1: 5000

REVISED SEPT 22/98  
 REVISED JAN 21/00  
 REVISED MAR 30/00  
 REVISED APR 20/00  
 REVISED MAY 30/00  
 REVISED JULY 7/00

- LEGEND:
- SINGLE FAMILY - DETACHED (R1)
  - SINGLE FAMILY - NARROW (R1-N)
  - SEMI-DETACHED (DUPLICES) (R1-A)
  - MULTI-FAMILY (R2/R3)
  - TWO STOREY WALKOUT BASEMENTS (R1)
  - CENTRAL PARK
  - COMMERCIAL
  - PUBLIC UTILITY LOTS
  - WALKWAYS AND LOCAL PARKS
  - MAJOR WALKWAYS AND BIKE PATHS
  - MINOR WALKWAYS AND BIKE PATHS

**AL-TERRA**  
ENGINEERING LTD.

Item No. 8

**BYLAW NO. 3239/B-2000**

Being a bylaw of The City of Red Deer to amend Bylaw 3239/99, the bylaw adopting the Johnstone Park Neighbourhood Area Structure Plan.

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

That Bylaw No. 3239/99 is hereby amended:

1. By deleting Figure 3 and replacing it with the attached amended Figure 3.

READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2000.

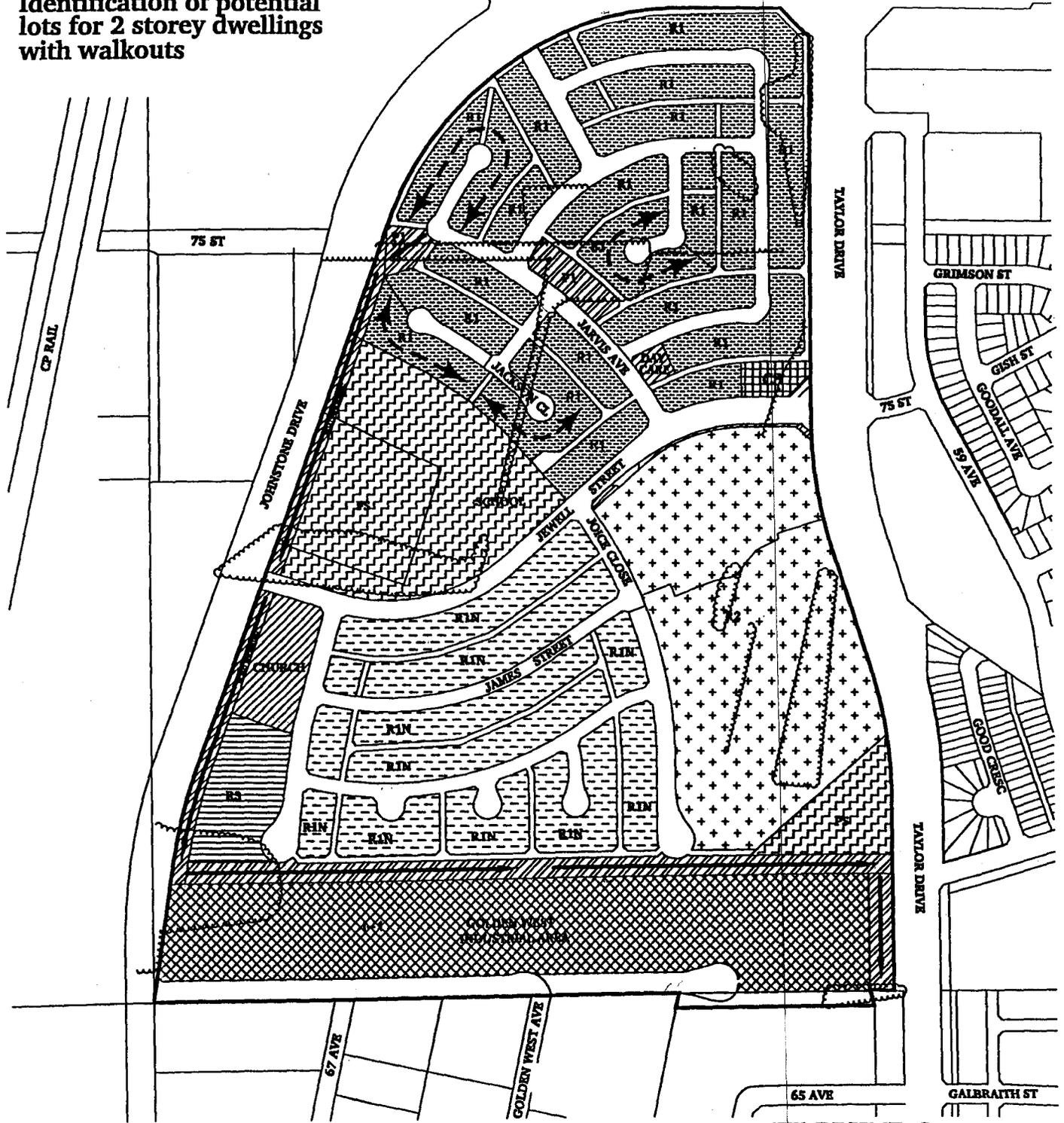
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

# GENCAN DEVELOPMENT LTD. NEIGHBOURHOOD AREA STRUCTURE PLAN

Bylaw No. 3239/B-2000

Identification of potential lots for 2 storey dwellings with walkouts



**LEGEND:**

- |   |  |  |  |
|---|--|--|--|
| OUTLINE BOUNDARY                          |  | MEDIUM DENSITY RESIDENTIAL               |  |
| PEDESTRIAN WALKWAYS AND BIKE PATHS        |  | INDUSTRIAL                               |  |
| 2 STOREY DWELLINGS WITH WALKOUT BASEMENTS |  | PUBLIC UTILITY LOTS                      |  |
| SINGLE FAMILY DETACHED RESIDENTIAL        |  | SCHOOL SITE                              |  |
| RESIDENTIAL NARROW LOT DISTRICT           |  | COMMERCIAL SITE                          |  |
| MULTI-FAMILY RESIDENTIAL                  |  | DAYCARE, CHURCH & SOCIAL CARE FACILITIES |  |
| WALKWAYS & LOCAL PARKS                    |  |  |  |

**FIGURE 3  
DEVELOPMENT  
PLAN**

SCALE: N.T.S.  
PREPARED BY:  
AL-TERRA ENGINEERING LTD.  
PREPARED JULY 2000

PROJECT: JOHNSTONE PARK DISPLAY DMS3 \PROJLINE-8-8-01

**BYLAW NO. 3267/2000**

Being a bylaw to adopt the Greater Downtown Action Plan as an Area Redevelopment Plan.

**COUNCIL ENACTS AS FOLLOWS:**

- 1 That the Greater Downtown Action Plan, as attached and forming part of this bylaw, be adopted as an Area Redevelopment Plan, pursuant to Section 634 of the Municipal Government Act.
- 2. Implementation of any component of this Area Redevelopment Plan is subject to further approval by Council resolution or by the City Manager if so delegated by resolution.

**COUNCIL:**

Please bring your copy of the Downtown Action Plan with you as same has not been reproduced with this agenda due to the size of the document.

READ A FIRST TIME IN OPEN COUNCIL this 17th day of July A.D. 2000.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2000.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2000.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2000.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**BYLAW NO. 3268/2000**

Being a bylaw of The City of Red Deer to impose a Local Improvement Tax with respect to Lots 17 to 25, Block 19, Plan H in Red Deer.

WHEREAS The City of Red Deer proposes to construct a parkade at the southeast junction of 49 Avenue and 49 Street, Red Deer;

AND WHEREAS Heritage Centre Ltd. is the registered owner of Lots 17 to 25, Block 19, Plan H in Red Deer (the "said lands") located near the site of the proposed parkade and wishes The City to construct an additional 200 parking stalls in the parkade to be leased by Heritage Centre Ltd. for a period of 25 years.

AND WHEREAS the construction of the 200 additional stalls will be of particular benefit to the said lands;

AND WHEREAS the cost to construct the 200 additional stalls is estimated to be One Million, Nine Hundred and Twenty Thousand Dollars (\$1,920,000.00) of which One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) or 88.5% is to be recovered by way of a Local Improvement Tax to be levied against the said lands and to be paid by the owners of the said lands and the remaining balance of Two Hundred and Twenty Thousand Dollars (\$220,000.00) or 11.5% is to be paid by the City as a whole;

AND WHEREAS The City may impose a Local Improvement Tax pursuant to the provisions of the Municipal Government Act, R.S.A., 1994, as amended;

AND WHEREAS The City will be using Capital Project Reserve funds in the amount of \$1,700,000.00 to finance the cost of constructing the additional 200 parking stalls until the Local Improvement Taxes are received;

AND WHEREAS, pursuant to the provisions of Section 393 of the Municipal Government Act, R.S.A., 1994, as amended, Council has given proper notice of intention to recover part of the cost of construction of 200 parking stalls, by way of a Local Improvement Tax in accordance with the attached Schedule "A", and no sufficiently signed and valid petition against the said proposals has been received by Council.

NOW THEREFORE, COUNCIL OF THE CITY OF RED DEER, ENACTS AS FOLLOWS:

SHORT TITLE

1 This bylaw may be cited as the "Local Improvement Tax Bylaw".

- 2 A Local Improvement Tax of \$1,700,000.00 is hereby imposed and assessed against Lots 17 to 25, Block 19, Plan H in Red Deer, excepting thereout all mines and minerals, pursuant to section 397 of the Municipal Government Act, R.S.A. 1994, in accordance with the terms set out in Schedule "A" to this bylaw.
- 3 The sum of \$1,700,000.00 assessed under this bylaw together with interest thereon at the rate of 6 <sup>3</sup>/<sub>4</sub>% per annum calculated annually, shall be amortized over a period of 25 years in annual payments in accordance with Schedule "A" annexed hereto.
- 4 The tax imposed by this bylaw may be prepaid in full at any time but otherwise is payable at the same time and the same manner as annual property taxes.
- 5 The sum of One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) may be advanced from The City's Capital Project Reserve Fund to pay for the cost of constructing the 200 additional parking stalls until the Local Improvement Taxes are collected.

READ A FIRST TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.  
 READ A SECOND TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.  
 READ A THIRD TIME IN OPEN COUNCIL this                    day of                    A.D. 2000.  
 AND SIGNED BY THE MAYOR AND CITY CLERK this                    day of                    A.D. 2000.

\_\_\_\_\_  
 MAYOR

\_\_\_\_\_  
 CITY CLERK

## Schedule "A"

## LOCAL IMPROVEMENT TAX

FOR THE CONSTRUCTION OF 200 ADDITIONAL PARKING STALLS IN THE PARKADE TO BE CONSTRUCTED BY THE CITY OF RED DEER AT THE SOUTH-EAST CORNER OF 49<sup>th</sup> AVENUE AND 49<sup>th</sup> STREET.

1	Property to be assessed	Lots 17 to 25, Block 19, Plan H	
2	Total Local Improvement Tax		\$ 1,700,000.00
3	Local Improvement Tax charged to each lot to be payable with interest calculated at 6 ¾% per annum over a period of 25 years		\$ 142,607.70
4	Annual charge to each lot		\$15,845.30