THE CITY OF
Red Deer

AGENDA

FOR THE *REGULAR MEETING OF RED DEER CITY COUNCIL*

TO BE HELD IN THE COUNCIL CHAMBERS, CITY HALL

MONDAY, JANUARY 16, 2006

COMMENCING AT *4:30 P.M.*

(1) Confirmation of the Minutes of the Regular Meeting of Monday, December 19, 2005

(2) **UNFINISHED BUSINESS**

(3) **PUBLIC HEARINGS**

1. Parkland Community Planning Services – ***Re: Land Use Bylaw Amendment 3156/H-2005 – Funeral Homes and Crematoriums***
(Consideration of 2nd & 3rd Readings of the Bylaw) Box 1 of 2 ..1

2. Parkland Community Planning Services – ***Re: Land Use Bylaw Amendment 3156/HH-2005 – Rezoning of Lands Annexed from Red Deer County to A1 Future Urban Development, P1 Parks and Recreation District and PS Public Service (Institutional or Governmental) Districts / City of Red Deer***
(Consideration of 2nd & 3rd Readings of the Bylaw) Box 1 of 2 ..101

3. Legislative & Administrative Services Manager – ***Re: Municipal Designation of Historic Building - Scott Residence: 4743 – 56 Street:***

   (a) ***Bylaw 3352/2005 to Designate the Scott Residence as a Municipal Historic Resource*** Box 1 of 2
   (Consideration of 2nd & 3rd Readings of the Bylaw) ..109

   (b) ***Land Use Bylaw Amendment 3156/JJ-2005 - Addition of Heritage Designation HP-15, Scott House, to the Land Use Bylaw text and mapping.***
   (Consideration of 2nd & 3rd Readings of the Bylaw) ..109

4. Parkland Community Planning Services – ***Re: Red Deer Co-op Site – NW Corner of Taylor Drive and 67 Street – Taylor Plaza:***

   (a) ***Land Use Bylaw Amendment 3156/MM-2005 – Rezoning from C4 to C2 of Lot 6, Block 1, Plan 032 4128 and from P1 to C2 of Reserve Lot R-1*** Box 1 of 2
   (Consideration of 2nd & 3rd Readings of the Bylaw) ..117

   (b) ***Land & Economic Development Manager – Re: Disposal of Municipal Reserve: Lot R-1, Block 1, Plan 762 0159 (Adjacent to Taylor Drive North of 67th Street)*** Box 2 of 2
   ..126

5. Inspections & Licensing Department – Re: ***Proposed Regulation of Fences / Repeal of Fence Bylaw 3147/95 – Land Use Bylaw Amendment 3156/NN-2005***
   (Consideration of 2nd & 3rd Readings of the Bylaw) ..131

6. Parkland Community Planning Services – ***Re: Land Use Bylaw Amendment 3156/OO-2005 – Portable Sign Regulations / City of Red Deer***
   (Consideration of 2nd & 3rd Readings of the Bylaw) ..147

7. Legislative & Administrative Services Manager & Parkland Community Planning Services – ***Re: Land Use Bylaw Amendment 3156/PP-2005 - Overnight Stay of Trailers (RV'S) in Parking Lots / City of Red Deer***
(Consideration of 2nd & 3rd Readings of the Bylaw) . .162

8. Engineering Services Manager – ***Re: Proposed 2005 Off-Site Levy Rates and Tentative 2006 Rates: 2005/2006 Off-Site Levy Bylaw 3354/2005***
(Consideration of 2nd & 3rd Readings of the Bylaw) . .169

(Note There is No Page 178)

(4) **REPORTS**

1. Assessment & Taxation Services Manager – ***Re: 2006 Supplementary Assessment Bylaw 3355/2006***
(Consideration of 3 Readings of the Bylaw) . .207

2. EL & P Manager – ***Re: Revisions to Distribution Tariff and Regulated Rate Tariff – 2006 Balancing Pool Allocation – Electric Utility Bylaw Amendment 3273/A-2006 / Changes to Appendix "A" and Appendix "D"/ Effective January 1, 2006***
(Consideration of 3 Readings of the Bylaw) . .209

3. Director of Development Services and City Treasurer – ***Re: ATCO Gas Franchise Agreement / Bylaw 3356/2006***
(Consideration of 1st Reading of the Bylaw) . .231

4. Land & Economic Development Manager and Land Coordinator – ***Re: Request to Exchange Part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street) / Hafso Developments Ltd.*** . .237

(a) Parkland Community Planning Services - Re: ***Land Use Bylaw Amendment 3156/A-2006 – Rezoning of Portion of Municipal Reserve to R2 Residential (Medium Density) District and Portion of Undeveloped Residential Land to P1 Parks and Recreation District / 52nd Avenue at 36th Street / Hafso Developments Ltd.***
(Consideration of 1st Reading of the Bylaw) . .242

5. Parkland Community Planning Services – Re: ***Land Use Bylaw Amendment 3156/B-2006 – Offence Provisions and Schedule "E" / City of Red Deer***
(Consideration of 1st Reading of the Bylaw) . .246

6. Legislative & Administrative Services Manager – ***Re: Downtown Business Association's 2006 Budget*** . . 249

(5) **CORRESPONDENCE**

(6) **PETITIONS AND DELEGATIONS**

(7) **NOTICES OF MOTION**

(8) **WRITTEN INQUIRIES**

(9) **BYLAWS**

1. ***3156/H-2005*** – Land Use Bylaw Amendment – Funeral Homes & Crematoriums
(2nd & 3rd Readings) . .289

. .1

2. ***3156/HH-2005*** – Land Use Bylaw Amendment / Rezoning of Lands Annexed from Red Deer County to A1 Future Urban Development, P1 Parks and Recreation District and PS Public Service (Institutional or Governmental) Districts / City of Red Deer
(2nd & 3rd Readings) . .291
. .101

3. ***3352/2005*** – Bylaw To Designate the Scott Residence: 4743 – 56 Street as a Municipal Historic Resource
(2nd & 3rd Readings) . .293
. .109

4. ***3156/JJ-2005*** – Land Use Bylaw Amendment / Addition of Heritage Designation HP-15, Scott Residence, to the Land Use Bylaw Text and Mapping
(2nd & 3rd Readings) . .294
. .109

5. ***3156/MM-2005*** – Land Use Bylaw Amendment - Rezoning from C4 to C2 of Lot 6, Block 1, Plan 032 4128 and from P1 to C2 of Reserve Lot R-1 / Taylor Drive Between 67 Street and 65 Avenue
(2nd & 3rd Readings) . .297
. .117

6. ***3156/NN-2005*** – Land Use Bylaw Amendment – Incorporation of Fence Regulations into the Land Use Bylaw
(2nd & 3rd Readings) . .299
. .131

7. ***3156/OO-2005*** – Land Use Bylaw Amendment / Portable Sign Regulations
(2nd & 3rd Readings) . .301
. .147

8. ***3156/PP-2005*** – Land Use Bylaw Amendment / Overnight Stay of Trailers (RV's) in Parking Lots
(2nd & 3rd Readings) . .306
. .162

9. ***3354/2005*** – 2005-2006 Off Site Levy Bylaw
(2nd & 3rd Readings) . .308
. .169

10. ***3355 /2006*** – 2006 Supplementary Assessment Bylaw
(3 Readings) . .318
. .207

11. ***3273/A-2006*** – Electric Utility Bylaw Amendment – Changes to Appendix "A" and Appendix "D" – Effective January 1, 2006
(3 Readings) . .319
. .209

12. ***3356/2006*** – Bylaw to Authorise City of Red Deer to enter into ATCO Gas Franchise Agreement
(1st Reading) . .334
. .231

13. ***3156/A-2006*** – Land Use Bylaw Amendment / Rezoning of Portion of Municipal Reserve to R2 Residential (Medium Density) District and Portion of Undeveloped Residential Land to P1 Parks and Recreation District / 52nd Avenue at 36th Street / Hafso Developments Ltd.
(1st Reading) . .364
. .242

14. ***3156/B-2006*** – Land Use Bylaw Amendment / Addition of Offence Provisions and Schedule "E " to the Land Use Bylaw.
(1st Reading) . .366
. .246

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **January 10, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/H-2005**
Funeral Homes and Crematoriums

History
At the Monday, December 19, 2005 Council Meeting, Council gave first reading to Land Use Bylaw Amendment 3156/H-2005.

Land Use Bylaw Amendment 3156/H-2005 provides a distinction between a crematorium and a funeral home, the use of retorts within funeral homes and the land use districts in which these activities may be listed as permitted or discretionary uses.

Public Consultation Process
A Public Hearing has been advertised for the above noted bylaw to be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Discussion
Comments received from the public are attached. In addition a phone call was received on December 29, 2005 from Mr. Robert Cornell of 1502 Vista Village who indicated that crematoriums should be allowed in the city.

Recommendations
That following the Public Hearing, Council consider second and third readings of the bylaw.

Kelly Kloss
Manager

/attach.

January 4, 2006

Mr. Kelly Kloss
Legislative and Administrative Services
Box 5008
RED DEER, Alberta
T4N 3T4

Dear Sir:

Re: Development Permit for Crematoriums on Commercially Zoned Property

Firstly I would like to clarify that I have only lived in Red Deer for six years and in that time have thankfully not needed the professional services of any of the businesses involved. I am however a concerned resident.

Through the Advocate coverage, I have been following the ongoing discussions and litigation that has resulted with regard to the proposed crematorium at Parkland Funeral Home, and as well the controversy over the sign installed in front of Eventide Funeral Chapel.

It would appear to me that the opposition that is evident by many residents of the city and by City Council is directed towards funeral homes in general. Society would like to ignore the fact that we are all mortal, therefore anything to do with our immortality and the necessary professional services required is opposed.

When Wilsons Funeral Chapel attempted to relocate in the Town of Lacombe, they were faced with months of opposition, due to the fact that it was a funeral chapel.

If Parkland Funeral Home and Crematorium wanted to conduct any other type of business, rather than a crematorium, I doubt very much they would have experienced the opposition from Council that they have. Other areas in the province have crematoriums in commercially zoned areas; why is the City of Red Deer so adamant that this not occur in this city? Parkland Funeral Home has a beautifully kept facility, where they carry on a respectable, quiet, well run business. I understand that if properly serviced and operated, there is nothing offensive to the neighboring businesses and residences; the concerns with regard to emissions are unfounded as they are minimal compared to other businesses in the area.

I suggest that as the public demand for cremations continue to rise, more facilities to provide this service will be necessary. Presently only one facility operates in the area, consequently business is being directed out of town.

Red Deer and district resident are at a disadvantage when there is a wait for crematory services and as a result must be performed out of town

....continued.....

resulting in extra mileage and staff, at a higher cost to the client.

If an existing funeral home service provider has the facilities to provide crematory service and wishes to do so, they should be granted permission. I am sure they will strictly police themselves, to insure that they create no problems in the area, as to do otherwise would reflect poorly on their very competative business. To require them to establish the crematorium at another site and the resulting capital expense will certainly reflect in the cost of such service.

Dying is inevitable. It cannot be avoided. Allow the professionals to do their job in a respectful manner--not under a cloak of darkness. To do otherwise is archaic. City council has many many more demanding challenges that require their time and efforts. Lets get on with really important matters and let the funeral homes do the job they are trained to do.

Yours truly,

EVELYN WADEY
Mailing address: Box 63
Blackfalds, Alberta
TOM 0J0

Telephone No. 347-9292

Copy to:

Counselor Larry Pimm

Counselor Jeffrey Dawson

Reporter--Red Deer Advocate.

Copied To:
Mayor
Councillors
City Manager
PCPS KK

3313 - 42 A Ave. Close,
Red Deer, AB.
T4N 3A5

To - The Mayor and
City Council members.

Here we go again! I am writing to express my disapproval of spending 46 million dollars of citizen's tax money on a museum or whatever you are calling it this year. Even if the Red Deer College, library, etc. come on board it is still the public tax money that is being spent. If some of the money used on studies, consultant fees, etc. was to be used on holding a

2

a plebiscite I firmly believe that you would discover that most citizens of Red Deer do not want that much money to be spent on a museum.

Another point I wish to discuss is the permit to open the crematorium on 67A Street. I do not think the real concern is a sugar cube size of mercury – a lot has to do with esthetics. I feel its time you had some consideration for the people living on the North Hill – particularly Mustang Acres and Johnstone Park. After all these people were

situated there before Parkland Funeral Home. I doubt if any of the owners of this establishment live in those areas — nor do any council members. Can you honestly tell me that if this funeral provider was next door to you and wanted to open a crematorium that you would vote to give them the go-ahead. I don't think so.

Thank you for your consideration.

Mrs. Jay Pebbles
(long time resident of Red Deer)

RECEIVED
JAN 06 2006
The City of Red Deer

From: Ellen Mitchell
Sent: January 07, 2006 9:06 AM
To: Mayor
Subject: regards to PARKLAND

January 7/06

Hello and thank-you for reading this,

My name is Ellie Mitchell. I had moved here @3 years ago from Calgary with my husband who received a job here. I am running the Penhold Airport pre-board screening for CATSA, as that is what I originally did at the Calgary International Airport.
We moved into 6814 63 avenue in 2003 and I was diagnosed with a cancerous tumor. It was removed but with my recovery I had to do alot of walking. I do alot of it anyways BUT it was in December that I had the surgery so the sidewalks were going to be slippery. We live near alot of business' and may I say, that 2-3 or more times a day, with or without a funeral session going on, PARKLAND had their walks done. With walking past there many times a day I would see one of the employees, with a smile. In the spring/summer/fall their grounds are beautifully manicured which to me means they ARE apart of this community compared to all the other business' in and around this one block radius. I know this is not the prettiest/richest/happiest community in this city but with PARKLAND making such a wonderful statement on the outside....I could've only imagined what they would be like if I ever needed them.

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Which leads me to this past year, 2005.

I had lost 2 VERY important people in my life, one of those being [redacted], my brother-in-law. My sister, [redacted], is a very strong woman but to see her in such a suffering state had me take out my sisterly wings to protect her and make sure that certain things were done right, such as the funeral etc. with a personal touch.

Which leads me to PARKLAND FUNERAL HOME and CREMATION.

Not only was I glad to see that that she chose PARKLAND but to have the cremation facility right here...and not have to wait for weeks on end is a blessing. My sister was strained beyond her ability with this misfortune happening. PARKLAND were so very persoanlable, emotional, comforting that I put my wings of protection down and was able to greive along with my family/friends. On the day of the tree-planting, which was cold/wet, they were still the same.
I want this close by for my future for the convenience and the personal touch. It helps having them close to get the grieving process started which means the healing will be quicker.
I have never seen, smelt or heard anything foreign from their business. Some business' down the street I can smell their lunch menu cooking, which may I add smells terrible at times. Not forgetting to mention the welding business or HALLIBURTON with all their noise, pollution and debris all over my house/car.

8

I have signed the petition that PARKLAND walked around with, I actually missed them but made a stop on the way home from work to do so. I believe in these people and business and have looked at their business ethnics. PARKLAND has gone above and beyond what needs to be done.

PLEASE, let them keep their crematorium here...close to families, friends....where it belongs!!!

Yours sincerely,
Ellie Mitchell
6814 63 avenue
Red Deer. AB
T4P 1K6
342-0101

Ellie Mitchell
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RED DEER

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[This message has been scanned for security content threats, including computer viruses.]

Elsie Hunter
#103 9 Avery Street
Red Deer AB T4R 2S8

Dear Council members

When I lost my husband in 2004 I never realized the troubles we were having. Caring & concern was the ultimate shown by Mitch Thomson & I have the greatest gratitude for all the care & thoughtful actions.

I will not be at the meeting on January 16, but wish I could put my support for Parkland Funeral Home.

Thank you
Elsie M. Hunter

RECEIVED
JAN 11 2006
The City of Red Deer

THE CITY OF Red Deer

Report Submitted to the December 5, 2005 Council Meeting

Legislative & Administrative Services

DATE: **November 30, 2005**

TO: **City Council**

FROM: **Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/H-2005 Funeral Homes and Crematoriums**

History

At the September 12, 2005 Council meeting, first reading of Land Use Bylaw Amendment 3156/H-2005 was tabled for additional information. At the October 11, 2005 Council meeting, Council withdrew first reading of the original Land Use Bylaw Amendment 3156H-2005. Prior to considering a revised bylaw amendment, Council referred the issue to the Environmental Advisory Board for comment.

Discussion

Attached for Council's consideration are the following:

1. Report from Parkland Community Planning Services, dated November 28, 2005, and information forwarded to the Environmental Advisory Board.
2. Recommendation from the Environmental Advisory Board
3. Letter from the Central Alberta Crematorium
4. Information submitted to the October 11, 2005 Council Agenda and the September 12, 2005 Council Agenda.

Located within the Bylaw Section of this agenda is Land Use Bylaw Amendment 3156/H-2005, revised on October 11, 2005, for Council's consideration.

Recommendation

That Council consider first reading of Land Use Bylaw Amendment 3156H-2005.

Kelly Kloss
Manager

PARKLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca

DATE: November 28, 2005

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Martin Kvapil, Planning Assistant

RE: **Land Use Bylaw Amendment No. 3156/H-2005**
Funeral Homes and Crematoriums

On September 12, 2005, Parkland Community Planning Services (PCPS) presented a report to Council recommending the consideration of cremation operations within the city. City Council requested that the proposed amendment be tabled in order to allow for staff to address certain issues pertaining to crematoriums. One issue was the environment impacts, if any, related to a cremation process, primarily in regards to the release of mercury emissions into the atmosphere.

At the October 11, 2005 Council meeting, PCPS presented a supplementary report to Council which addressed any outstanding issues. An overview was provided in regards to related mercury emissions. City Council then requested that the proposed amendment be further tabled in order to allow for referral to the Environmental Advisory Board (EAB) in order to address environmental concerns pertaining to crematoriums. These concerns include:

1) the risks of chemicals, such as mercury and dioxin, being released into the air; and

2) the degree of particulate that is released into the air as a result of a cremation.

Parkland Community Planning Services then sought comment from the Board in regards to these environmental issues, where they were considered at its November 1st meeting. Attached is collected information which was presented at the EAB meeting. This information consists of:

1) *Environmental and Equipment Info* (Industrial Equipment & Engineering Co.);

2) *Environmental/Safety Issues: Emissions Test Provide Positive Results for Cremation Industry* (Cremation Association of North America);

3) *Mercury and Cremation Issues Revisited* (Cremation Association of North America);

4) *Summary of References on Mercury Emissions from Crematoria* (Complied by John Reindl, Dane County of Public Works, Madison, Wisconsin);

5) Various environmental and public health related findings (collected and submitted by Dorene Rew, Red Deer).

Upon discussion and consideration of these materials, the Board determined that it did not have the expertise or sufficient information to form a recommendation to Council. The Board recommended that The City commission an environmental professional to determine the impact of crematoria on the environment and human health, including possible setback distances and the availability of cremation units with 0% emission technology.

Respectfully submitted,

Martin Kvapil
PLANNING ASSISTANT

INDUSTRIAL EQUIPMENT & ENGINEERING CO.

A World leader in design, manufacturing, service and repair of cremation systems.

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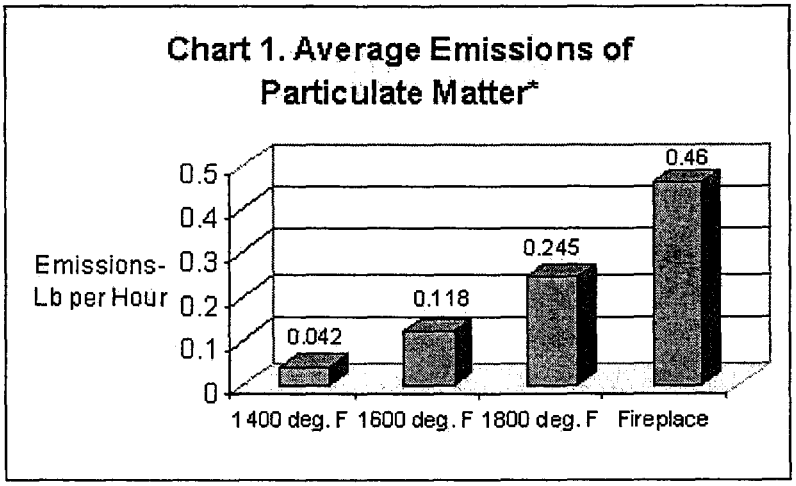
Regulated Pollutants from Crematories

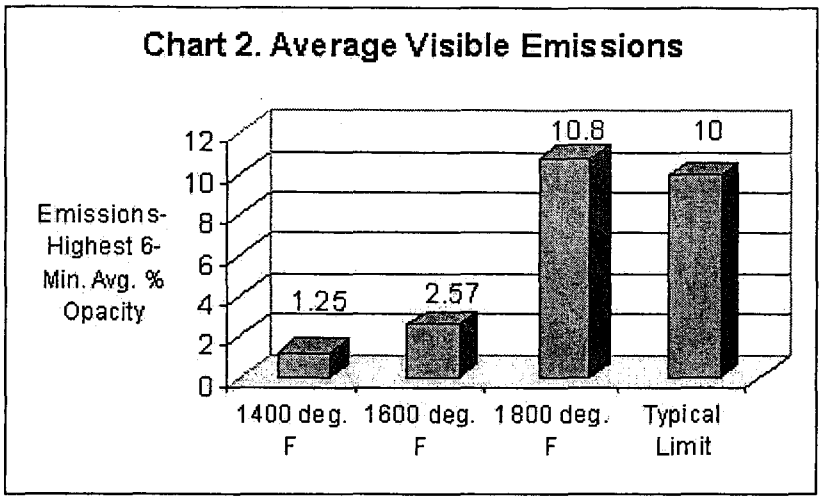
Particulate Matter

This can be defined as solid matter, dust, soot, ash and unburned particles from the cremation container and remains. Although most of this fine dust is consumed during afterburning, small amounts travel out the stack into the atmosphere.



Visible Emissions

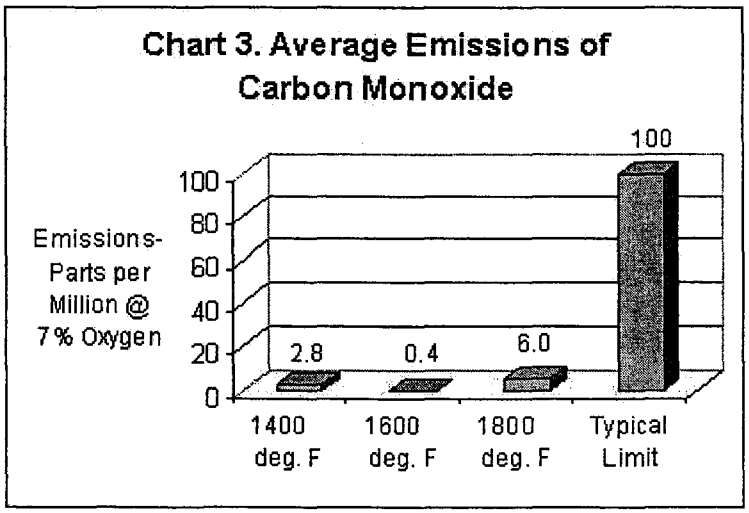
Visible emissions, commonly referred to as smoke, is particulate matter that has traveled through the cremation equipment and afterburning system without being completely consumed. Qualified inspectors rate visible emissions on a scale from 0% to 100% based on how much light will pass through.



Carbon Monoxide

Carbon Monoxide is the result of incomplete combustion. The auxiliary fuels used to quicken the cremation (natural gas, LP gas or oil) as well as the products of combustion given off during the cremation of the body and container must be completely burned to avoid significant emissions of carbon monoxide.

Both of these fuel sources, auxiliary fuel and products of combustion must be combined with a proper amount of oxygen and then subjected to sufficient temperature (1400°F or above) and turbulence to mix them. The end result is carbon dioxide (CO2). If sufficient amounts of oxygen, temperature or turbulence are not available, the result is less carbon dioxide and more carbon monoxide.



Hydrogen Chloride (HCL)

Hydrogen chloride is a gaseous pollutant produced by cremating plastic containing chlorine. Typical cremation systems have no ability to reduce the amount of hydrogen chloride emitted. For every pound of chlorinated plastics introduced into a cremator, approximately 0.55 pound of gaseous hydrogen chloride is emitted in the exhaust.

Nitrogen Oxides (NOX) These are gaseous pollutants created in the combustion process because of the presence of nitrogen in the air and in the materials being burned. Control of NOX emissions from crematories is difficult to achieve.

Sulfur Dioxide (SO2) LP gas, along with the remains and container, contain small amounts of sulfur, which can be released as sulfur dioxide during combustion. Natural gas contains lower levels of sulfur than LP gas. Coal burning power plants are major emitters of sulfur dioxide because of the high sulfur content of the coal.

Metals

The metals regulated are cadmium, lead and mercury. The mercury comes mainly from dental fillings. Cadmium and lead are found in the remains in trace amounts and may be present in materials included with the container.

Dioxins and Furans

Dioxins and furans are complex compounds released from many different combustion sources. They are quite hazardous even in relatively small amounts. It is known that the presence of chlorine in the combustion process is an important factor for dioxin and furan formation.

Ambient Dust

Although not regulated by the EPA, ambient dust from the cremation process is also a concern for the operator. Dust becomes airborne when remains are swept from a cremation chamber, placed into a processing unit and transferred to urns.

Reducing Pollutant Output

Just as knowing which pollutants are emitted from your cremator is important, it is also beneficial to know how your equipment reduces these pollutants and what other methods are available to reduce them further.

How well a cremator reduces pollutant output depends largely on the design, upkeep and operation of the equipment. We will discuss several methods of reducing pollutant output. Each of the following methods is being utilized at cremator installations in the United States and Canada, although some are not as practical as others are.

Scrutinizing Input

One of the best methods of reducing pollutant output is also one of the easiest: scrutinizing the materials included with the remains and container for cremation. Non-chlorinated plastics should be requested whenever possible, so the amount of hydrogen chloride produced from the cremation can be minimized. It is also important to cremate the heaviest bodies first and to request from your clients that no unnecessary items be included in the cremation container. These practices minimize the chance of cremating at a speed that exceeds the capacity of the equipment, which can lead to visible emissions from the exhaust stack.

Increasing Retention Time

Retention time is how long the gases produced from cremation are held in the cremation equipment and exposed to proper temperatures (1400ºF - 1800º F) before they are allowed to exhaust to the atmosphere. In many installations,

retention time is insufficient to meet current standards. Increasing the afterchamber's volume increases the likelihood that the exhaust gases will be sufficiently exposed to these temperatures, thereby reducing the amount of pollutants exhausted to the atmosphere.

Maintaining Adequate and Steady Temperatures

Adequate and steady temperature levels are virtually important to maintaining the quality of exhaust gases. Typically, the desired range of operating temperatures is from 1400ºF to 1800ºF depending on local environmental requirements. In cremation, temperatures higher than 1800º F are not necessarily better for pollution control and can, in fact, create more pollution.

When the temperature in the cremation equipment exceeds the designed level, the body burns faster and the exhaust gases expand to a greater volume. This overloads the afterchamber, which then cannot destroy the pollutants as quickly as they are being produced. Unfortunately, this results in higher emissions of pollutants. Low chamber temperatures can be just as much a problem. If temperatures are too low, the pollutants entering the afterchamber will not be sufficiently combusted. Low temperatures reduce the effectiveness of the afterchamber to destroy particulate matter and convert gaseous pollutants to a less harmful gaseous exhaust. Therefore, proper controls to maintain adequate and steady temperature levels are important.

Turbulence

Turbulence is created in the crematory exhaust flow by physical obstacles such as baffles and perforated walls, which cause the exhaust gases to twist, turn, change directions and squeeze their way through the passages in the system. This forces the exhaust gases to mix thoroughly with the oxygen introduced into the system, while exposing them to the temperatures maintained in the afterchamber. As with temperature, too much turbulence can cause other problems. Some of these problems are overheating of the cremation chamber and the puffing of smoke out of the charging door at the entrance to the cremation chamber.

Controlling

Controlling usually refers to the ability of a device to measure process variable (temperature, opacity, CO, O2) compare it to a desired setpoint specified by the operator, and take action to maintain the setpoint. The device can automatically perform the action, such as adjusting a valve position, as necessary to alter the equipment's operation. These devices often display the selected set point as well as the actual level of the process variable.

More sophisticated control equipment may also have the ability to record on paper the action being taken to maintain the process variable, and send this information to a computer and printer.

Wet Scrubbers

A wet scrubber is an add-on pollution control device attached to the cremator exhaust stack. It is similar to a large shower with an entrance and an exit. Exhaust gases from the cremator are ducted into the wet scrubber, where they are subjected to water sprayed from different directions by several nozzles. Water droplets capture the particles or solids in the exhaust stream. When the droplets fall to the bottom of the scrubber, they are drained out. Often the scrubber drain water is taken to a settling or re-circulation tank, where the heaviest particulate matter settles out as sediment. The sediment is disposed of in accordance with local regulations.

Sometimes the water is reused (because of expense) after being PH-treated to reduce corrosiveness. In other instances, the scrubber water is not reused and is simply drained to the sewer. Wet scrubbers are not commonly found on cremation equipment because their pollution-reducing benefits do not offset their prohibitive cost ($30,000 to $60,000).

Bag Houses

A bag house is another type of add-on pollution control device. It is usually a large metal box, with an entrance and an exit, through which the exhaust gases are directed. Inside the box are filter bags of different sizes. Often these bags have shaker arms attached; when the bags become dirty, the shaker arms can be rattled and the heavy particulate matter that collects on the bags will fall out into a collection hopper at the bottom of the box. Although bag houses appear to be effective in reducing particulate output, the exhaust must be substantially cooled (to before 500ºF) prior to its entrance into the bag house. Otherwise, the filter bags become so hot they ignite, which renders then ineffective and adds to pollutant output. Bag houses have been required in the United States on only a few occasions; their success has been minimal, at best.

Ambient Dust Collectors

Ambient dust collectors are devices used to minimize operator exposure to dust. Like small bag houses, they have an entrance and exit to the collector and internal filters. Both stationary and portable models are convenient for use in a typical workplace. Since they are not part of the cremation equipment, they are not exposed to high temperature and can be effective in protecting the operator.

Air Pollution Permits

It is very important for crematory operators to understand the air pollution permit that allows them to operate their cremation equipment. Non-compliance with the permit conditions can result in fines or other enforcement action. Air pollution permits consist of conditions that specify how the cremator is to be operated and required compliance methods to prove the conditions are being met.

Permit Conditions

The following are examples of common permit conditions:
- Minimum Temperature and Retention Time Requirements
Many states have an established minimum temperature requirement for the afterchamber. This may require pre-heating the afterchamber to the minimum temperature before beginning the cremation. A minimum retention time for the afterchamber is usually specified also.

- Emission Limits
The most common specified limits are for visible emissions, particulate matter and carbon monoxide. The limits for visible emissions may be specified in average opacity readings over a period of time or for a maximum opacity at any time. The particulate matter and carbon monoxide limits are usually in concentrations of the amount of pollutant per cubic foot of flue gas emitted. Sometimes the limit is given as the total amount of pollutant emitted.

- Maximum Usage
The number of cremations per year, hours per year or total weight of remains per year may be limited.

- Operator Certification Certification and training of cremator operators is on

the increase. Although operator certification is not uncommon in the more sophisticated incinerator industry, crematories have been exempt from this requirement. Several states now require that cremator operators be trained by an approved manufacturer or qualified training company using a program that has been pre-approved by the state. Some states allow managers who have completed the training process to train new employees; however, other states require all potential operators to be trained by the original training company. In many states, cremation equipment may not be operated by anyone except certified operators. The training certificate is needed to show compliance with the certification requirement.

Permit Compliance

It is necessary to demonstrate compliance with every permit condition. Demonstrating compliance means proving that the facility is meeting the condition. The permit will list the required methods of showing compliance. Common compliance methods may include the following:

Monitoring

- Monitoring refers to the measurement of a process variable (temperature, opacity, CO, O2), and its display on a digital (LED text) or analog (dial with indicating needle) device. Monitoring is used to show compliance with an emission limit or a process control requirement. Monitoring can also provide information to the operator for use and action.

- Recording

Recording generally incorporates monitoring: it measures a process variable and shows the resulting value on a digital or analog display. In addition, the information is recorded. Color-coded pens are used if more than one process variable or level is recorded on the same chart. Two charts often used are a circular chart (a paper disc) and a strip chart (a roll of paper). More sophisticated devices can be cabled directly to a computer and printer and the data printed out for review. Recording is necessary when the environmental authority wants proof of continuous compliance with the requirement.

- Stack Emissions Testing

In certain locations, stack emissions testing is required upon installation for every cremator to show compliance with emissions limits. Stack emissions testing is the process of measuring the actual pollutant output of a cremator under real operating conditions. This involves laboratory technicians coming to the site and inserting sampling or suction probes into the stack to withdraw certain amounts of the exhaust gases during cremator operation. This is accomplished with a vacuum pump that pulls samples out of the stack, through special cooling coils, and through a filter pad. Particulate or solid matter are picked up on the filter pads, where they are weighed with very sensitive scales to determine the exact amount of the cremator is exhausting.

Levels of gases such as carbon monoxide, carbon dioxide and oxygen are also verified through stack testing. These gases are generally subjected to special chemicals that measure their quantities in the overall gas stream of the cremator. Under certain conditions, highly accurate measurement of the gases is required, and samples are actually taken in plastic bags to laboratories, where they can be analyzed with more complex equipment. Visible emissions' testing is often associated with laboratory stack testing.

- Visible Emissions Testing

Visible emissions testing is sometimes necessary to show compliance with

visible emissions limits. Visible emissions testing requires a certified smoke watcher to make a visual assessment of the opacity of the smoke coming out of the stack (on a scale of 0% to 100%) every 15 seconds for an hour. The smoke watcher must regularly be re-certified by an approved authority, usually every six months.

- Daily Logbook

In order show compliance with usage limitation, such as limit on the number of cremations or operating hours, a daily logbook may be required. In instances where there is a limit on the total weight of remains per year it may be necessary to estimate the weight or to weigh the body.

Equipment Upgrading

Existing crematory installations have usually been exempt from regulations adopted after they began operation. However, some states have required existing crematory installations to obtain new permits and upgrade their machinery and operating conditions to new standards, including:

- Increasing the operating temperature of the cremation equipment - Increasing retention time (time the exhaust gases spend in the pollution control portion of the equipment)
- Lowering the levels of particulate matter and carbon monoxide output from the crematory exhaust.

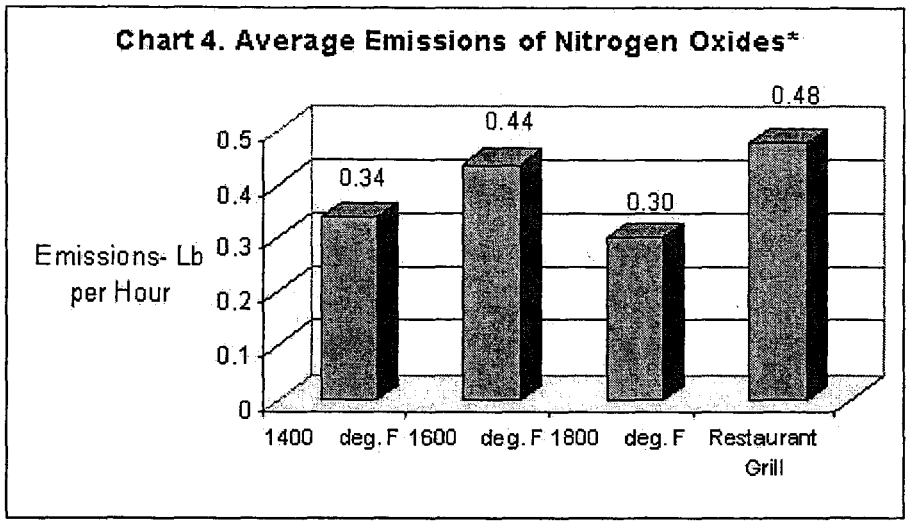
These upgrades can be troublesome for older cremation equipment. Increasing the operating temperature causes the equipment to use more fuel to accomplish the same cremation, raising the equipment's exterior temperature and significantly increasing maintenance. Increasing the retention time often requires the addition of more refractory brick chamber to the existing cremation equipment. Space limitations within the cremator or the building can make this difficult. Generally, however, lower levels of particulate and carbon monoxide are not a problem for cremation equipment as it typically operates below the set levels for these two pollutants.

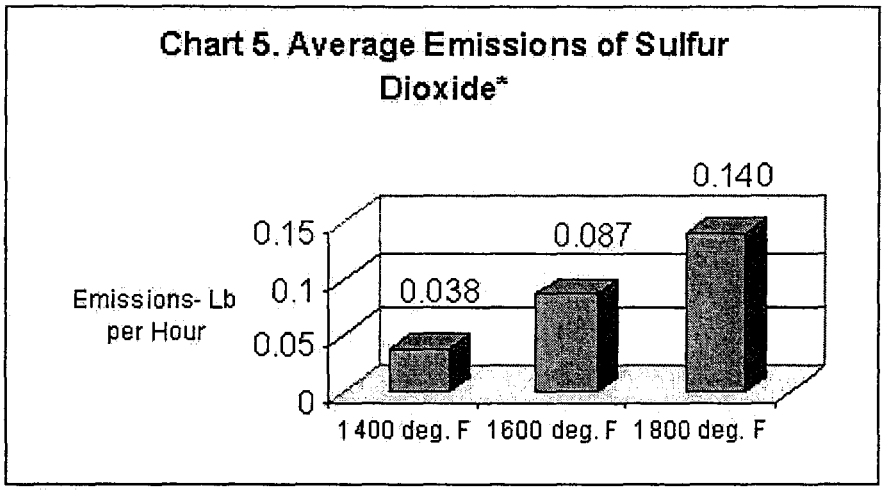
Emissions

Extensive emissions' testing was conducted on a crematory to determine emission levels for all the regulated pollutants. CANA funded a large portion of testing costs so the EPA would have accurate information to set the new emissions standards for crematories. The only alternative to testing would have been to estimate the emissions based on those of other types of incinerators.

The tested crematory was equipped with a wet scrubber to give additional control of emissions. However, it was determined from the testing that the web scrubber had very little effect on the emissions.

The results of the CANA/EPA tests (shown below) are very favorable overall and are consistent with those of other studies. Comparisons are given to a well-knows emissions source or an established emissions limit when possible.





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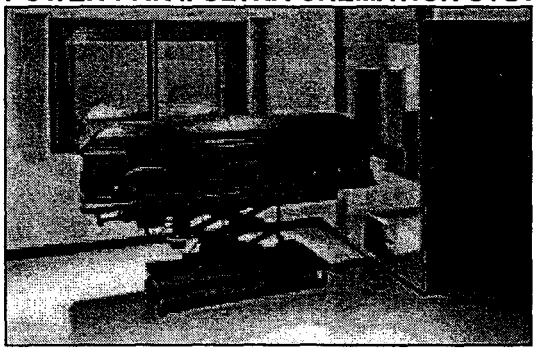
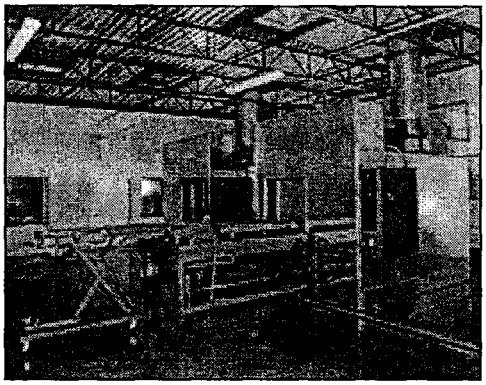
POWER-PAK II ULTRA CREMATION SYSTEM



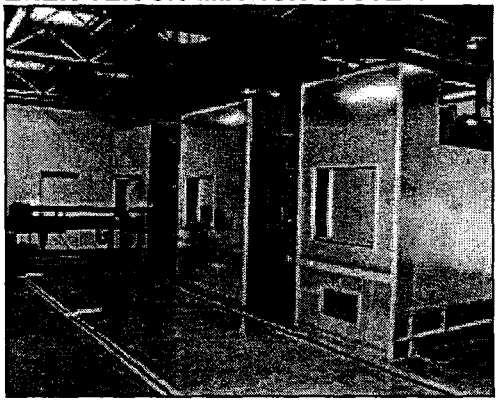
- Most popular unit purchased in the world today
- Fastest cremation cycle time in its class, 1½ to 2 hours on a production basis (Includes pre-heat and clean out.)
- Safe and convenient front-loading with integrated cremated remains removal hopper
- Complete system is (UL) Listed for facility and operator safety
- Exclusive ***Infinity*** triple wall insulated stainless steel stack for permanency
- Unique draft control and air distribution system for optimum performance and environmental control
- Exclusive "Whisper Shield" for maximum noise reduction
- Proactive automatic pollution monitoring and control system
- Automatic operation
- Greatest fuel and thermal efficiencies
- Meets most stringent environmental regulations
- Auto-Loader available as an option for automatic insertion of the container and makes for a more professional presentation during committal services

SUPER POWER-PAK CREMATION SYSTEM



- Designed for use in higher volume crematories
- Fastest cremation cycle time in its class, 75-90 minutes on a production basis (Includes pre-heat and clean out.)
- Safe and convenient front-loading with integrated rear cremated remains removal hopper
- Complete system is (UL) Listed for facility and operator safety
- Exclusive ***Infinity*** triple wall insulated stainless steel stack for permanency
- Unique draft control and air distribution system for optimum performance and environmental control
- Exclusive "Whisper Shield" for maximum noise reduction
- Proactive automatic pollution monitoring and control system
- Automatic operation
- Greatest fuel and thermal efficiencies
- Meets most stringent environmental regulations
- Auto-Loader available as an option for automatic insertion of the container and makes for a more professional presentation during committal services

ENER-TEK CREMATION SYSTEM



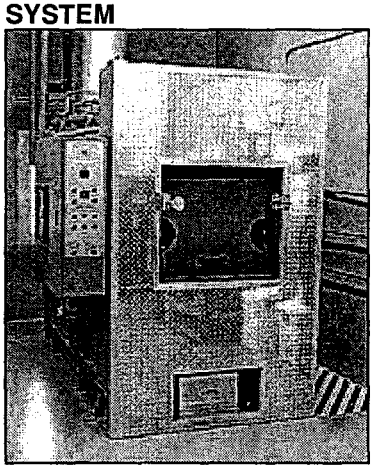
- Benchmark for highest volume facilities
- Fastest cremation cycle time in its class, 60-75 minutes on a production basis (Includes pre-heat and clean out.)
- Safe and convenient front-loading with integrated rear cremated remains removal hopper
- Operates at 1/3 the cost of conventional units
- Exclusive Auto-Loader for automatic insertion of the container and makes for a more professional presentation during committal

services

- Exclusive ***Infinity*** triple wall insulated stainless steel stack for permanency
- Unique draft control and air distribution system for optimum performance and environmental control
- Complete system is (UL) Listed for facility and operator safety
- Exclusive "Whisper Shield" for maximum noise reduction
- Proactive automatic pollution monitoring and control system
- Automatic operation
- Greatest fuel and thermal efficiencies
- Meets most stringent environmental regulations

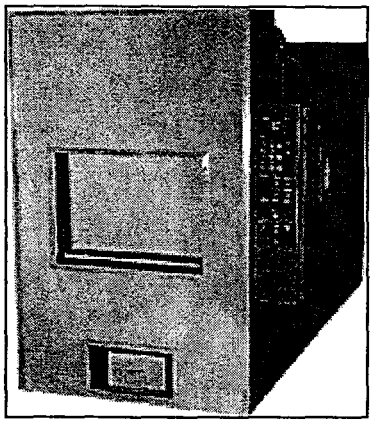
PET

POWER-PAK JUNIOR PET/PATHOLOGICAL CREMATION SYSTEM



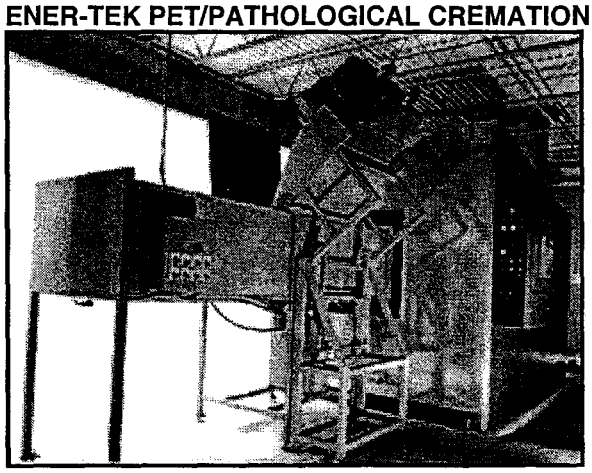
- Pet/pathological system is the best value in its size class 75 lbs. per hour on a production basis. (Includes pre-heat and clean out.)
- Unique multi-chamber design ensures thermal efficiency
- Largest primary chamber offers greater cremation capacity and ability to cremate larger breeds
- Hot-hearth design for greater fuel efficiency and fluid control
- Exclusive ***Infinity*** triple wall insulated stainless steel stack for permanency
- Unique draft control and air distribution system for optimum performance and environmental control
- Complete system is (UL) Listed for facility and operator safety
- Proactive automatic pollution monitoring and control system
- Automatic operation
- Greatest fuel and thermal efficiencies
- Safe and convenient cremated remains removal hopper
- Meets most stringent environmental regulations

POWER-PAK II ULTRA PET/PATHOLOGICAL CREMATION SYSTEM



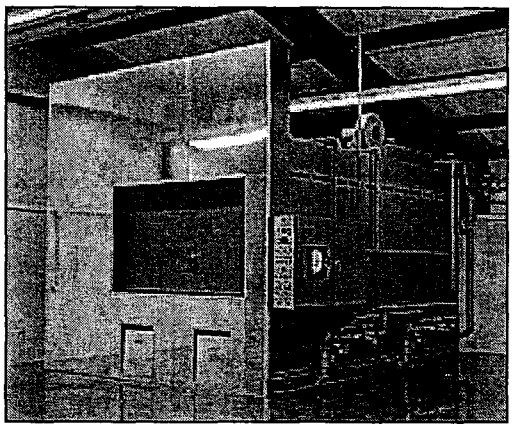
- Designed for higher volume requirements 150 lbs. per hour on a production basis (Includes pre-heat and clean out.)
- Safe and convenient cremated remains removal hopper
- Complete system is (UL) Listed for facility and operator safety
- Exclusive ***Infinity*** triple wall insulated stainless steel stack for permanency
- Unique draft control and air distribution system for optimum performance and environmental control
- Push-button, powered loading door
- Proactive automatic pollution monitoring and control system
- Automatic operation
- Greatest fuel and thermal efficiencies
- Meets most stringent environmental regulations

ENER-TEK PET/PATHOLOGICAL CREMATION SYSTEM



- Benchmark for highest volume animal disposal facilities
- Performance and environmentally tested to cremate 400 pounds per hour of operation
- Hot hearth cremation chamber floor eliminates fluid run-off.
- Lowest gas cost per pound of disposal
- Proactive automatic pollution monitoring and control system
- Unique draft control and air distribution system for optimum performance and environmental control
- Unparalleled thermal efficiencies
- Meets most stringent environmental regulations

IEB 100 - BATCH LOAD / PET INCINERATION UNIT



- Specially designed for highest volume animal incineration and disposal facilities
- Performance and environmentally tested to incinerate up to 5000 pounds per/cycle
- Hot hearth cremation chamber floor for complete fluid control.
- Over 100 square-feet of hearth area
- Lowest gas cost per pound of disposal
- Proactive automatic pollution monitoring and control system
- Unique draft and air distribution system for optimum performance and emission control
- Unparalleled thermal efficiencies
- Meets the most stringent environmental regulations
- Seven burners assures pollution-free, fuel-efficient operation
- Highest-quality refractory and insulation for the highest thermal efficiency

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Environmental/Safety Issues:

Emissions Tests Provide Positive Results for Cremation Industry

A joint effort by CANA and EPA produced evidence that crematories are capable of low emission without the addition of pollution equipment and that higher temperatures can increase pollutants.

The Cremation Association of North America recently participated in a detailed emissions study of a crematory as part of an effort by the U.S. Environmental Protection Agency to develop environmental regulations for crematories.

The crematory emissions testing, which took place from June 11 through June 17, 1999 at T Woodlawn Cemetery, Bronx, New York, was funded jointly by CANA and the EPA.

The EPA is required by the Clean Air Act to establish regulations for the year 2000 for sever different types of combustion equipment, including crematories.

Sensing the importance of being involved with the EPA in developing the regulations, CANA selected the environmental team of Dale Walter and Paul Rahill from Industrial Equipment & Engineering Company to represent the interests of CANA members during the development process.

Efforts to create the crematory regulations began in 1996 and the regulations were expecte November 1999. The regulations are now expected in the Spring of 2000 because priority h been given to other types of facilities. The CANA environmental team has participated in eve step of the process to insure proper representation of the cremation industry.

The fact that EPA considers crematories a low priority would also have meant that testing fu would not have been available. However, the CANA environmental team felt that because th regulations could have such a large impact on the cremation industry it was important that be based on complete test data. At this point EPA agreed to a CANA proposal to share the te costs. This joint effort was made possible through donations from CANA members, and indu associations.

Testing Plan:

The Woodlawn Cemetery facility was chosen because the All Crematory equipment installed is typical of many facilities and also because it is one of the only crematories in North Ameri with additional pollution control equipment. Water scrubber devices are installed in the exha ducts to clean the combustion gases.

During each test run, sampling of the combustion gases was conducted both upstream and downstream of the water scrubber device to determine how effective the device was.

As recommended by the CANA environmental team, testing was conducted under three diffe

secondary chamber operating temperatures to get a clear picture of how emissions change · temperature. A series of tests took place at each of the following temperatures: 1400°F; 16 and 1800°F. Initially, EPA planned to test only at 1600°F and 1800°F. However, CANA felt it important to test at 1400°F and decided to pay the full cost of the additional testing becaus many older facilities cannot operate at the higher temperatures.

Three cremations were performed at each temperature condition. For the results of the ave of the three cremations for each temperature condition click here.

The following are the pollutants for which emission standards are to be established and for v testing was conducted:

- visible emissions
- particulate matter
- carbon monoxide
- nitrogen oxides
- sulfur dioxide
- hydrogen chloride
- metals (cadmium, mercury, and lead)
- dioxins and furans

Test Results and Graphs

Return to Top

[Home] [About CANA] [Membership] [Publications] [Statistics] [For Consumers] [CANA Sh

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Testing Results:

Visible Emissions:

The visible emissions were evaluated every 15 seconds and rated on a scale from 0% to 100% opacity by a qualified inspector.

The opacity readings for each cremation were then averaged over the six-minute period with the highest emissions. Figure 1 shows that visible emissions increased as the operating temperature increased. Comparison is given to a typical state emission limit.

Particulate Matter:

The results of sampling show that particulate matter emissions also increased with temperature. Overall, the emissions of particulate matter were very low.

The average test results for particulate matter (shown in Figure 2) as well as the results for of the following pollutants, are for the inlet to the scrubber. A comparison of the emissions before and after the water scrubber showed that the device had little to no effect on the emissions of any of the pollutants.

Carbon Monoxide:

The levels of carbon monoxide (Figure 3) were very low for each test condition, well below t typical state standard of 100 parts per million.

Nitrogen Oxides and Sulfur Dioxide:

The levels of these gases (shown in Figures 4 and 5) were within acceptable limits.

Hydrogen Chloride:

Hydrogen chloride (HCl) is a gaseous pollutant produced by the burning of plastics or other material containing chlorine. The HCl emissions would not be expected to change with temperature. The average HCl emission for all the conditions was 0.15 pound per hour of operation.

Metals:

Like HCl, emissions of mercury, cadmium, and lead are not expected to vary with operating temperature. The metal of concern from crematories is mercury, which mainly comes from dental fillings. The average mercury emission was 0.23 gram per hour of operation.

Dioxins and Furans:

Dioxins and furans are complex compounds released from many different combustion sourc The presence of chlorine in the combustion process is an important factor for dioxin and fur formation.

The test results show that the emissions of dioxins and furans went up as the temperature increased. The emissions, (shown in Figure 6) are low compared to other types of incinerat The measurement unit is the nanogram, which is one-billionth of a gram.

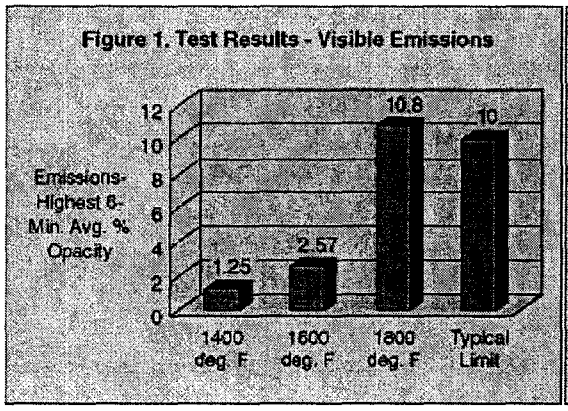
Conclusion:

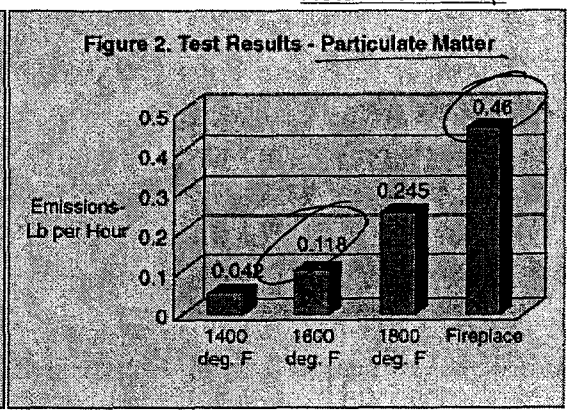
The test results show that the emissions of nearly all the tested pollutants increased when t operating temperature was raised. This indicates that there is no justification or benefit for t high operating temperatures required in many states.

The results also demonstrate that crematories are capable of low emissions without the use additional pollution control equipment.

These findings should provide a positive benefit to the cremation industry as the EPA create the new regulations.

Return to the Top





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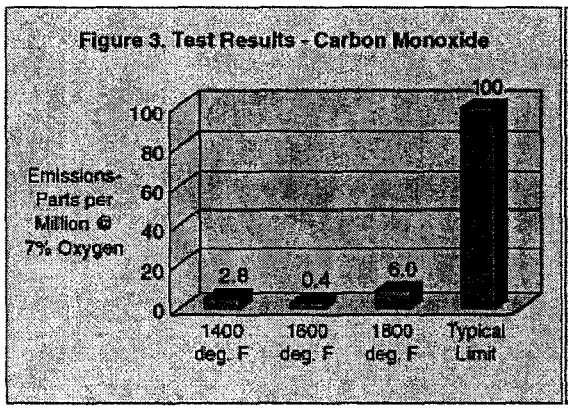

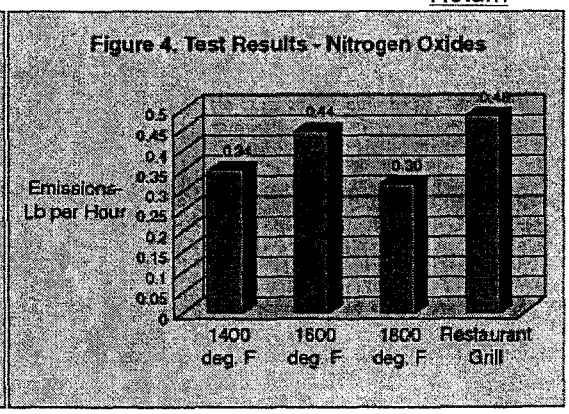

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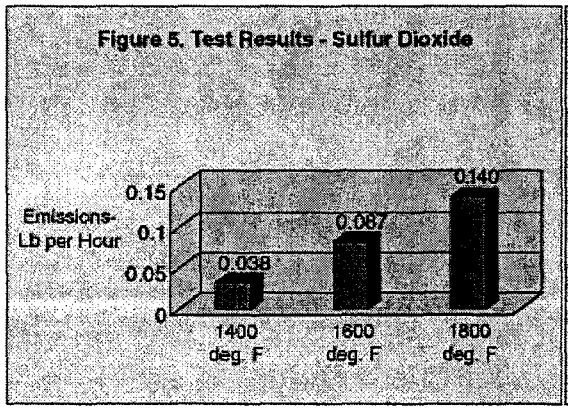

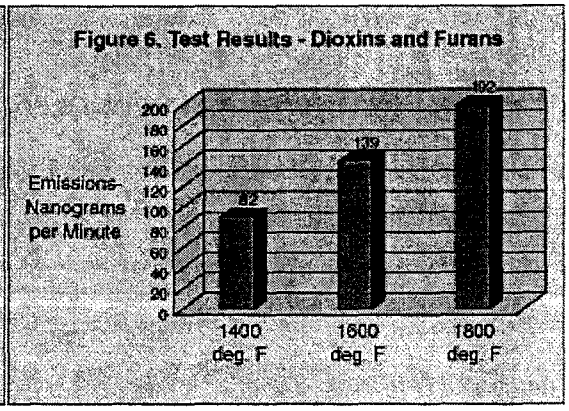

Return to the Top • Environmental Issues

Mercury and Cremation Issues Revisited

By Paul Rahill

Paul Rahill is President of the Matthews International Cremation Division (MCD) headquarte Orlando, Florida. Matthews Cremation designs and manufactures cremation equipment syst caskets and urns as well as providing service and repairs for cremation equipment, and crer supplies for the Cremation Industry.

Paul's involvement with the cremation industry began in 1973. He has worked in various ca the design, manufacturing and service of cremation equipment, as well as research, develo environmental and regulatory issues. Paul also develops and implements seminars, training certification programs for the cremation industry.

Questions and concerns regarding mercury emissions from crematories in the United States Canada continue to arise from time to time. Minimizing emissions of all types are certainly a to crematory owners, operators and cremator manufacturers who have developed training p to minimize many types of emissions common to crematories. These training programs whi special sections on cremator design, the environment and proper operations have been pres thousands of operators over the last 20 years.

North American cremator designs have typically performed better environmentally due to d that included large afterchambers for the reburning and scanning of the exhaust prior to dis into the atmosphere. These types of designs are important as the locations where crematori often been built in North America are light commercial and adjoining residential properties.

The most extensive cremation equipment emissions research ever undertaken confirmed th design and operation of typical North American crematories provided significantly better em than regulations required, and even exceeded expectations with older operating systems.

However, issues will continue to come up and it is important to address them by revisiting t information that is available to us, updating both the facts and accuracy at each opportunity important to acknowledge that often those raising these issues and questions, though well-r base their concerns on inadequate information or un-answered questions. In this article, I w to specifically review how the cremation process correlates to mercury emissions into the atmosphere, the effect on the surrounding environment and the trends for the future that w mercury emissions.

The United States Environmental Protection Agency (EPA) describes mercury as a "naturally occurring
element that can be found throughout the environment". Although naturally occurring, diffe activities by humans can increase the amount of mercury that is moving between the atmos bodies of water, soils and within themselves.

Some of these human activities that recycle mercury in the environment are: municipal inci breaking of fluorescent lamps, dental facilities operations, production and disposal of batteri

household waste disposal and the operation of crematories as well as other sources.

As this naturally occurring element cycles through our environment, particularly in water, it ingested by small organisms as they feed. These organisms become part of nature's food ch accumulation of mercury we are most familiar with tends to center on fish. Different types c have differing levels of mercury.

The lower a fish is in the food chain the lower it's likely level of mercury accumulation. The l fish is in the food chain the higher the potential mercury concentration may be. Shark, swor kingfish are often cited as those having some of the highest concentrations of mercury. Of c human consumption of these fish could increase one's exposure to mercury depending on th levels found in the fish.

So, we can see that although mercury is a naturally occurring element, over-exposure to it i good thing for humans.

The most notable way that mercury enters the cremation cycle, and therefore crematory em is through silver amalgam dental fillings found in many dead human bodies.

Silver amalgam fillings contain mercury alloys that when introduced through dead humans i cremation process of intense heat, often exceeding 180°F, results in the volatilization of me its emissions into the atmosphere.

Silver amalgam tooth fillings containing mercury have been common for many years, but th appears to be in significant decline. It is estimated that at one time silver amalgam represei greatest majority of filling materials used, possibly as high as 90%. Within the last 10 years percentage of fillings containing mercury has already declined by 30%, a significant decreas

Although concern for the environment has always been a priority for the dental industry, th driver of this trend is actually found in the mirror, appearance. Composite resins blend bette the color and appearance of natural teeth. Other materials, such as gold, porcelain and non- alloys are also used to restore teeth, but none of these contain mercury. All these changes i practices and consumer preferences have resulted in significantly less mercury entering the cremation stream and thereby reducing mercury emissions by reducing mercury input.

Mercury emissions from crematories today are in significant decline due primarily to change dental practices, but how bad were they actually before this recent trend?

One of the most detailed studies of mercury emissions impact was conducted in the United I where over 70% of dead humans are cremated. The study focused on a crematorium that h in operation for over 40 years, processing more than 112,000 cremations at the time of the

The direction of the prevailing winds of the crematory exhaust was determined to identify th surrounding the crematory where the highest concentrations of mercury could be found. Fiv samples were taken along this windward axis; three samples were taken on the downwind a two additional samples were taken on the upwind axis. All the samples were then analyzed.

As anticipated, the downwind samples contained a higher, though not significant, level of m "Trigger concentrations" had been determined to evaluate level of soil contamination. These levels" ranged from low levels of 1mg/kg for human food producing soils to 20mg/kg levels deemed acceptable for children's playgrounds. The concentration of mercury found in the cr soil samples averaged less than .15 mg/kg, almost 7 times lower than that allowed for food production and more than 100 times lower than that allowed for children's playgrounds. The were deemed uncontaminated even after 112,000 cremations and 40 years of operation.

Consider that typical North American crematories operate at only 20% of these production l used in the analysis, and it becomes readily apparent the anticipated impact of mercury em from those crematories are even further diminished.

As an industry, we must be receptive to discussing environmental and performance issues v they come up. Proper training of crematory operators and managers must be continually en and older cremation systems should be properly maintained and updated to keep them in pı operating condition.

Mercury use in the dental profession is significantly in decline. However we should always sc the input of other materials into our crematories while looking for and encouraging alternati materials to be used in all areas of the death care profession, whenever possible.

Return to Publications

[Home] [About CANA] [Membership] [Publications] [Statistics] [For Consumers] [CANA S

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Summary of References on Mercury Emissions from Crematoria

Summary

Based on a review of the current literature and email contacts from the US and several European countries, the release of mercury from cremations in Wisconsin is estimated to vary from 9 grams a year to nearly 61,000 grams a year. None of the references have a mass balance of mercury from the bodies cremated and the resultant mercury in the ash or deposited on the walls of the crematoria. The US data provides the lowest estimates, but no primary articles on this subject were found; instead, only secondary references are given and the primary data appear not to have been released.

Number of cremations in Dane County and Wisconsin

In a phone conversation with the Dane County Coroner's office, it was stated that there were about 1,000 cremations in Dane County last year and that the number of cremations is increasing about 10% a year, with about a third of all funerals by cremation. It was also noted that there are 5 crematoria in Dane County.

On the web page http://www.cremation.org/stats.shtml, a map gives the estimated percentage of cremations for Wisconsin in 2000 at 27% of all deaths, with the data from the Cremation Association of North America (CANA).

On the CANA web page, at http://www.cremationassociation.org/docs/state99.pdf, a table gives Wisconsin's 1999 deaths at 45,413, and a 1999 cremation rate at 24.96%, with the estimated rate for 2000 at 26.71% and for 2010 at 52.47%.

Mercury use in Dentistry

Data were obtained from a variety of sources, including the US Bureau of Mines, the US Geological Survey and EPA for the use of mercury in dentistry from 1941 through 2000. In 1941, mercury use was about 0.15 grams per person per year. That number increased to just over 0.50 grams per person per year in the 1970's and has since decreased to about 0.15 grams.

In a Power Point presentation of the city of Palo Alto, CA, it notes that a small filling typically has 0.37 grams of mercury, calculated at one amalgam unit with 0.55 gram mercury, minus 0.14 gram waste during the filling process, minus 0.04 grams in trimmings. A large filling starts with two amalgam units, but the final amount of mercury in the filling is not stated, although it is implied to be 0.74 grams.

In 1997, a US study was published with the results of a 1992-3 study of fillings in 1,166 male US Air Force Veterans, of which 1,105 had teeth. The results are in the following table:

Dental Restorative Practices in US Air Force Veterans

Age Group	Number of People	Mean Number of Teeth	Mean Number of Restored Surfaces	Mean Number of Restored Anterior Surfaces with Amalgam	Mean Number of Restored Posterior Surfaces with Amalgam
40-44	105	25.66	30.91	0.52	18.89

45-49	392	26.12	34.66	0.70	19.81
50-54	182	25.80	40.32	0.90	21.36
55-59	193	23.92	39.83	0.98	18.42
60-64	175	23.25	42.21	1.16	17.35
65-79	58	21.71	41.00	0.74	14.00

The authors note that other studies had found that the people in this study probably had better dental care than the population as a whole and had both more restored dental surfaces and fewer missing teeth than the population as a whole.

In a Swedish report from 1996, it is reported that the average filling weighs one gram, of which 50% is mercury. In a study of people with an average age of approximately 44, there was an average of 11-12 fillings per person.

Mercury in Body Tissues, Bones

According to a study done by the US Centers for Disease Control and Prevention (the 1999 National Health and Nutrition Examination Survey (NHANES 1999)), the geometric mean for mercury in the blood of women aged 16 to 49 as 1.2 ppb, with a 90th percentile reading of 6.2 ppb. For hair samples, the geometric mean was not calculated, but the 90th percentile level as 1.4 ppm.

I do not know the relationship of mercury levels in either blood or hair to levels in other body tissues. According to a web page of the World Health Organization, 80-90% of ingested methylmercury becomes combined with red blood cells. This implies that only 10-20% would combine with other body tissue. Several articles have discussed the half life of mercury in the body, and more details will be sought on this subject.

As an indication of mercury levels from body tissues as part of cremations, if the average weight of a cremation is estimated at 80 kilograms (176 pounds), the data from blood and hair samples would provide a range of 9.6×10^{-5} to 1.2×10^{-1} grams of mercury in body tissues per cremation. The high end is viewed as extremely conservative as it represents the 90th percentile, not the mean level of mercury in hair.

Longevity of fillings

In a US Geological Survey report published in 2000, it was noted that the average life of a mercury amalgam filing is reported to be from 5 to 8 years, while in a 1995 article in a Swiss dental medicine journal, the average life was stated to be 10 years. In a 1991 article in Consumer Reports, however, the life of mercury fillings was given as 10-20 years.

If these data are correct, they imply at least two things: (1) the amount of mercury fillings in cremations depends on the amount of fillings obtained in the last decade or so of life, and (2) changes in dental filling practices will affect the amount of mercury found in cremations relatively rapidly. For example, cessation of the use of mercury fillings would decrease the amount of mercury in cremations by about 50% within five to ten years and virtually eliminate it in 10 to 20 years, all other things equal

Mercury from Fillings in Cremations

In a Swiss study published in 1990, it was found from an examination of deceased people (average age of 66) that molar fillings average 1.22 grams of amalgam each and pre-molar fillings averaged 0.79 grams of amalgam each. It was estimated in this study that amalgams have between 40 and 43% mercury.

In a 1993 Swedish report on mercury flows in Gothenburg, an accounting was done for cremations in 1984 and 1991, with a forecast for 2000.

The study notes that the amount of mercury in fillings per cremation changed from 1984 and 1991 from 3.6 to 4.6 grams, while the forecast is for 5.9 grams in 2000. This is due in part to a change in the age distribution of the deceased, but more due to an increased retention of teeth by older people and hence a greater presence of mercury fillings in the cremations. For example, from 1984 to 1991, the percent of cremations and amount of mercury per cremation changed as follows in Gothenburg;

Mercury from Dental Fillings in Cremations in Gothenburg, Sweden

Age Group	Mercury per cremation	Mercury per cremation	Percent of cremations	Percent of cremations
	1984	1991	1984	1991
0-4	0	0	1%	1%
5-29	10	5	2%	1%
30-34	18	10	1%	1%
35-39	17	10	1%	1%
40-44	15	10	1%	1%
45-49	13	13	2%	2%
50-54	12	12	3%	2%
55-59	8	12	4%	3%
60-64	6	8	7%	5%
75-84	2	3	23%	21%
85+	1	2	33%	36%

Two articles from a Swiss dental medicine magazine were also found.

The first Swiss article is from a 1990 journal of dental medicine. A study was done of the amount of mercury found in 130 cremations in Zurich, with each body examined by visual techniques and x-rays. Based on a study of the amount of mercury in extracted teeth (62 molars and 72 pre-molars), it was assumed for the cremations that each molar filling had 1.20 grams of amalgam, while each pre-molar filling had 0.79 grams of amalgam. The authors assumed that 40% of the amalgam was mercury, although noted that a more recent study had found that 43% of the amalgam was mercury.

The average age of the deceased was 77.4 years, and it was found that 32% of the deceased had no natural teeth, with a 95% confidence interval of $\pm$ 8.3%. For those with teeth (average age was 60.9 years), there were 2.49 grams of mercury in the fillings, with a 95% confidence interval of $\pm$0.37 grams.

The second article is from 1995 and builds on the first article. The amount of mercury in 28 cremations was studied and given by age, but it is not clear the these are representative of the Swiss population as a whole or instead more likely is what was available as part of the study to determine mercury emissions from crematoria. These data were analyzed statistically by this reviewer. The results are as follows:

Mercury from Dental Fillings in Test Cremations in Zurich, Switzerland

Age	Number	Average Mercury, grams	Standard Deviation, grams	Coefficient of Variation
20-40	5	4.08	1.84	45%
41-60	7	4.45	1.32	30%
61-80	8	2.94	2.20	75%
81-99	8	2.32	1.73	75%

Air emissions from cremations

Data on mercury air emissions from cremations was found from the US, the UK, Norway, Sweden and Switzerland. The range of data is very large, from 0.94 x 10^{-3} gram/body in a US report to 5.6 grams in other reports. In no case was a mass balance performed, with measurements of mercury deposited on the walls of the crematoria or the amount of mercury in the cremated ash. While one study found a relationship to account for almost 77% of the mercury from the cremation of three cases of mercury amalgam added to a coffin without a corpse, other reports account for less than 1% of the mercury available in the fillings.

For the US, the data on mercury emissions from crematoria is extremely limited. Two different EPA reports on the Internet from 1997 provide two drastically different conclusions, both based apparently on the same study. In one study, a value of 1.5 x 10^{-3} kg (1.5 grams) of mercury per cremation is reported, from a 1992 test done in California of a propane fired crematorium. The EPA report does not provide data on the age of the deceased, or the number and size of the fillings and the mercury estimated to be contained in the fillings. The reference for this data is a report of California Air Resources Board (CARB), 1992. *Evaluation Test on Two Propane-Fired Crematories at Camellia Memorial Lawn Cemetery. Test Report No. C-90-004. October 29, 1992.* This study has not been obtained by this reviewer.

In the second EPA report, the amount of mercury 0.94 x 10^{-6} kg/body (0.94 x 10^{-3} gram/body). The test results were obtained from a confidential test report to the California Air Resource Board. The reference give for this report is FIRE, 1995. *FIRE Version 5.0*, EPA-454/R-95-012, U. S. Environmental Protection Agency, Office of Air Quality Planning and Standards, Research Triangle Park, NC, August 1995.

In 1999, EPA and the Cremation Association of North America did a series of tests of emissions from cremations. The tests were done from June 11 through June 17, 1999 at The Woodlawn Cemetery, The Bronx, New York. The data are both reported on the Internet, and, according to an email note from a staff person with the state of Maine, in an industry trade magazine, *The Cremationist of North America* (Vol 35, No. 4, 1999). Nine cremations were done, 3 each at the operating temperatures of 1400 F (810 C), 1600 F (920 C) and 1800 F (1030 C). It does not appear that information was gathered

on the input of mercury in each cremation, nor that any data on the composition of the ash were taken. The article on the Internet says that mercury averaged 0.23 grams/hour of operation, but there are no data on mercury emissions varying with temperatures., since it was assumed that mercury emissions would not change with temperature. According to the writer from Maine, this level of emission appears to be in the range of 1 gram or so per cremation. This would imply that each cremation lasts over 4 hours, much longer than what is reported in European information.

From an email note from the state official in Maine, a report entitled *The Northeast States and Eastern Canadian Provinces Mercury Study,* February, 1998 is said to suggest a range of emission values from 0.8 to 5.6 grams of mercury per cremation, or an average rate of 2.9 grams of mercury per cremation. A copy of this report has not been obtained by this reviewer. However, a chapter of this report was found on the Internet, and in this chapter, the suggested emission levels from crematoria based on a review of data by EPA from Germany, Switzerland and the United Kingdom is said to be about 1 gram per cremation.

In another Canadian publication, a January 1998 document known as the *Emission Inventory Guidebook*, the role of crematoria for a variety of air emissions is summarized, with a review of data from 12 countries. It concludes that for most materials, crematoria are a minor source of emissions. The exception is heavy metals, including mercury, for which cremations are said to be responsible for up to 21% of the emissions, as in Sweden.

The guidebook notes that the majority of the mercury comes from dental fillings, which it lists as being between 5 and 10 grams per corpse. However, it lists the emissions from the EPA study as 9.344×10^{-7} kg per body, or 9.344×10^{-4} grams/body, less than 0.02% of the mercury contained in the fillings.

In a February, 2001 newspaper article in a UK newspaper, it was report that the 440,000 cremations done annually in Great Britain resulted in an emission of 1,300 kg of mercury to the air, or about 2.95 grams of mercury per cremation.

In Norway, a researcher reported in a February 2001 email that it is estimated that between 2 and 4 grams of mercury are emitted to the air per cremation, but that it is dependent on the age of the deceased. He has measured one such cremation and found an emission level of 0.80 mg Hg/ Nm^3 gas over a cremation of 2 hours. The gas volume was some 3,500 Nm^3 gas/hr.(one furnace), so the total volume was 5.6 grams. In a different email, this same researcher reported for another cremation the same concentration of mercury, but a 1.5 hour duration and a gas volume of 3,880 Nm^3/hour.

A staff person at the Norwegian equivalent of the EPA also wrote an email, noting that an inventory of mercury emissions in Norway puts the emissions per cremation at 4.9 grams. The report is available on the Internet at http://www.ssb.no/milgiftn/

In a draft fact sheet on crematoria from early 2001 being prepared for the Swedish Environmental Protection Agency, an average emission of 5 grams of mercury is assumed. The reference for this assumption is not listed, although the bibliography for the fact sheet has several references to a number of Swedish reports on mercury emissions from crematoria. The fact sheet notes that in Sweden, cremations account for just under 32% of the mercury emissions to the atmosphere.

Two Swiss articles were reviewed. In the first, a study was made of mercury and other substances in the area surround several crematoria in Zurich. It was found that there were measurably higher levels of mercury in the soil than in background soil, especially within 100 meters of the crematoria. The level of mercury in the soil in the future is of concern, since the number of cremations is expected to

increase faster than the decrease in the amount of mercury used for dental purposes. Three scenarios where done of mercury emissions from crematoria over the next 50 years, using assumptions of 2, 3 and 5 grams of emission per cremation.

The second Swiss article was published in 1995 in a Swiss journal of dental medicine. In this study, the amount of mercury was estimated in 54 bodies before cremation using a modification of the technique in the article described above, by classifying the filings in various size categories as well as type of tooth. The bodies were cremated without the level of mercury known to the people doing the cremations or testing the stack for emissions and the exhaust gases were measured for mercury levels. Data on the deceased include their age in 20 year intervals and the amount of mercury in their fillings and the results are provided for each cremation and analyzed by output vs input and by furnace temperature.

A total of 60 cremations were done, divided into a group of 54 cremations of corpses, approximately half with mercury fillings and half without, and 6 "blind" tests where the coffins were empty but a specific amount of mercury amalgam was added in three of these coffins.

There was a correlation of 0.85 between input quantities of mercury and output quantities when all data were included and 0.93 when several "outliers" where excluded. However, the output averaged only about 56% of the input for the 54 cremations of actual bodies and approximately 77% in the three tests that a known amount of mercury amalgam was added to the blind test coffins. There was also mercury in the emissions of corpses that had no fillings. In a series of cremations of corpses with no fillings, the level of mercury emissions in the exhaust steadily declined with each subsequent cremation. It was concluded that during those cremations with mercury fillings , some of the mercury was deposited on the walls of the crematory rather than being exhausted to the air. The wall-deposited mercury was then emitted during subsequent cremations, including cremations that had no mercury. An analysis was also done of mercury emissions from the cremation those corpses without mercury fillings with respect to exhaust temperatures. A positive relationship was found, with more mercury emitted with higher temperatures, and a correlation of 0.56. There was no correlation found for mercury emissions and age for those corpses that had no fillings.

Actual output data were not provided in a numerical form, but instead are represented in a bar graph. Similarly, the level of mercury emissions per Nm^3 was not provided, although it was stated that in 82% of the cremations of people with fillings, emission levels exceeded 0.2 mg/Nm^3. In addition, this level was exceeded for 12% of the cremations of bodies with no fillings.

It was recognized that mercury could come from other sources, such as mercury in body tissues or other devices, such as the batteries of pacemakers. However, these sources of mercury were not calculated or estimated.

Mercury in Crematoria Ash

In an email from Dr. Thomas Thomassen of Miltec in August 2002, he reported that he took 4 samples of ash from cremations and found that the mercury levels were less than 1 microgram/kilogram of ash. He noted that this low level was to be expected, given the high temperatures produced during cremation.

Mercury Deposits on Crematoria Chimneys

In an email from Dr. Thomas Thomassen of Miltec in Norway in September 2002, he reported that he chipped off part of the brick material from a crematorium and found that the sample had 0.9 grams of mercury per kilogram of matter. He noted that it was easy to obtain a chipped sample, as the concrete was rotten due to exposure to acid mists from the cremations. Additional samples are to be done and that the Norwegian Pollution Control Authority (SFT) designates this material as hazardous waste due to the mercury content.

Regulation of Mercury Emissions from Crematoria

At the present time, no national mercury emission standards for crematoria were found in the four European countries checked, although several countries are working on such standards. No standards are known to exist in the US. Under Section 129 of the Clean Air Act, the US EPA is required to set standards for a variety of air sources. Originally, the standards for crematoria were to be developed by November 2000, but in a Federal Register notice at that time, EPA set a new schedule to release its standards by November 15, 2005.

In Germany, two states (Sachsen and Brandenburg) had local standards, with Sachsen's at 0.2 mg/Nm^3, while Brandenberg's standard was 0.05 mg/ Nm^3. However, both of these standards were superseded by national regulations for crematoria as given in 27. BImSchV (the Federal Emission Regulation for crematoria, promulgated March, 1997), which contains no mercury standards. In addition, the German Association of Engineers published guidelines for crematoria (VDI 3891, promulgated August, 1992), but it also has no standard for mercury. However, in a February 2001 email from the German firm IFZW, it is expected that there will soon be an amendment of the 27th BImSchV with a limit for mercury of 0.05 mg/Nm^3.

In March, 2002 Norway's Pollution Control Authority (SFT) issued draft regulations for air and water discharge standards for crematoria. For air, the proposal is 0.05 mg/Nm^3, while for water, it is 2.0 µg/liter. The contacts at SFT are Signe Nåmdal at signe.namdal@sft.no and person is Bente Sleire at bente.sleire@sft.no. As of mid-October, 2001, the emission level that was said to be under consideration is 0.05 mg/Nm^3.

In early July, 2001, two Norwegian environmental groups came out with a statement that it preferable to remove the teeth of the deceased before cremation rather than rely on control equipment. One Norwegian newspaper ran a poll on this through the Internet, and of 221 respondents, 40% said that they thought it was right to remove the teeth for environmental concerns, while 53% said it was not right to extract the teeth (7% had no opinion).

Denmark was checked for regulations, and an email message from the Danish equivalent of the EPA said that they do not have any mercury-related regulations, although they do have other crematoria regulations.

For Sweden, an article in the March 18, 2002 edition of the Norwegian newspaper *Aftenposten* noted that there were no emissions standards for mercury from crematoria. Instead, the Swedish Naturvårdsverket has published guidelines, and that since 1995, some 20 crematoria have been built in Sweden with control equipment. The article quotes staff at the Swedish agency as saying that standards have not been developed due to the difficulties in measuring mercury emissions. According to one staff person, some measurements show that control equipment provides for clean emissions, but other measurements only result in a third of all mercury being trapped by the filters, and that either the

measurements are in error or there is another path for the mercury. A new freeze-dry technology is being explored that would not involve any combustion and therefore could result in virtually no emissions of mercury to the air.

Control Technology for Mercury Emissions

There are undoubtedly many systems available for the control of mercury from crematoria. Selenium as a control media was mentioned in several articles reviewed. During this preliminary search, two other types of control systems were found, one from Germany and one from Norway.

The German organization known as IFZW says that its equipment can reduce mercury emissions from crematoria to a level of below 0.05 mg/Nm^3.

In Norway, the Miltec firm (http://www.miltec-mercury.com) has control equipment for mercury and has installed this equipment on a crematorium. Trial runs in the spring of 2001 resulted in a 94% reduction in mercury emission to the environment.

In Sweden, as noted above, some 20 crematoria have been fitted since 1995 with air pollution control equipment for mercury. However, results are ambiguous due either to measurement problems or that there are other paths to which the mercury is going. A newspaper article in March 2002 notes the development of a liquid nitrogen freeze-dry process that is said to have no mercury emissions to the air.

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Compiled by
John Reindl
Dane County Department of Public Works
Madison, Wisconsin
September 13, 2002

- Subject: crematoriums inside city limits
- Hi Lisa,

> The following is the last letter I sent to the City on cremation air
> pollution.
>
> The Canadian government is still trying to decide how to deal with mercury
> pollution. I downloaded a *pdf file titled Canada-Wide Standards for
> Mercury: A Report in Progress, June 2005. I put it on a diskette but
> have not had time to read the entire thing. A summary might be available
> at www.pollutionprobe,org by now, I'll check. In Britain they are in the
> process of regulating mercury emissions from crematories and there are
> presently 8 other European countries with regulations already on the
> books.
>
> In my opinion, mercury is only one of the many toxics released when a body
> is incinerated. The worst problem in Canada - and many other places - is
> that there are no regulations (either federal or provincial) that deal
> with crematories specifically.
>
> Often they are lumped together in a generalized group with incinerators.
> Another Canadian study is ongoing to evaluate various incineration
> technologies to see how effective each is at doing what they are licensed
> to do. Prions from mad cow carcasses, for example, have to be heated to
> a very high temperature before the prions are completely destroyed.
>
> Humans in Canada dying of suspicious brain diseases - unlike in the US -
> are not routinely tested for Creutzfeld-Jacob or vCJD or Alzheimer's
> disease. I don't think dying of a suspicious brain disorder is even
> reportable to the public health branch yet, although it should be. The
> Bush administration in the US tried to get all collected samples from
> people who died with undiagnosed brain disorders destroyed but a huge
> public outcry stopped that and these brain samples are now made available
> to researchers.
>
> So, a person dying from suspected Alzheimer's or CJD or vCJD (and the
> brain might not be tested for prions) can be cremated. And, since there
> are very few checks and balances in place for stack height, burn
> temperatures and end of pipe pollution preventors on cremation
> retorts/furnaces, undestroyed prions could be vented up the stack along
> with mercury, other heavy metals, dioxans, furans, several cancer causing
> hydrocarbons, pesticides and so forth.
>
> While, as the funeral homes note, they may not emit the same volume of
> toxics as an oil refinery, or a steel mill, or even a fleet of poorly
> maintained diesel buses cruising the city streets, they do add noticeably
> to the air pollution in the city of Red Deer. This will be especially
> true if the City gives them the go ahead and every funeral home builds
> one. Our air quality has deteriorated considerably in the past few years,
> with Ozone being a major problem in summer and NOX, VOC and PAHs (which AB
> Env. does not test at the air monitoring station) are often high enough to
> affect people with lung or heart problems.
>
> The Council was told that no setback is deemed necessary. In the US some
> states are demanding specified setback distances from homes. Citizens in
> the US are also taking funeral homes, state and local licensing boards to
> court because it is becoming more and more apparent that the rising levels

> of all forms of pollution are affecting our health.
>
> I'll try to photocopy some of this information and mail it to you at City
> Hall or drop it off, if I can.
> Dorene A. Rew
>
> ----- Original Message -----
> From: Dorene Rew
> To: mayor@reddeer.ca ; jeffrey.dawson@reddeer.ca ; bev.hughes@reddeer.ca ;
> cindy.jeffries@reddeer.ca ; lynne.mulder@reddeer.ca ; Larry & Diane ;
> tara.veer@reddeer.ca ; lornawz@shaw.ca ; frank.wong@reddeer.ca
> Cc: Advocate Newsroom ; mills.b@parl.gc.ca ; bmillsmp@telusplanet.net ;
> Dorene Rew
> Sent: Sunday, October 09, 2005 6:19 PM
> Subject: Crematoria inside city limits
>
>
> Subject: crematoriums inside city limits
>
> Mayor and Council
> City of Red Deer,
> Box 5008,
> Red Deer, AB T4N 3T4
>
>
> Dear Mayor and Council,
>
> I was incredulous when I read in Saturday's Advocate that the Mayor and
> Council might consider allowing crematoria in commercial areas within the
> city of Red Deer. I was also somewhat surprised that a report made by
> city solicitor Nick Riebeek should be the first report to see print in the
> Advocate.
>
> Since environmental pollution was at least one of the major issues
> involved in the situating of crematoria within the city limits, I would
> have expected a report from the City's Environmental Committee to have
> been made public at least at the same time.
>
> While I am sure the Mayor and Council have had some legal worries
> concerning the impending law suit filed by Parkland Funeral Home and
> Crematorium over the development permit issue, I did not expect Council to
> capitulate by changing the bylaw to favor licensing of Parkland's
> crematorium.
>
> As I read the article, it seems to say, by inference, that the city
> doesn't actually have a bylaw saying that crematoria cannot be built
> within the city limits. I quote reporter Paul Cowley as writing that
> "Council has the power to prohibit crematoriums within the city
> boundaries, but it must be based on planning principles and guidelines,
> says the report."
>
> Proposing a bylaw that contains a clause saying that a crematorium cannot
> "result in noise, odour or other nuisances which emanates beyond the
> boundaries of the premises on which the use takes place" tells me that the
> city is ignoring all health and environmental issues in favor of doing
> whatever these businesses want.

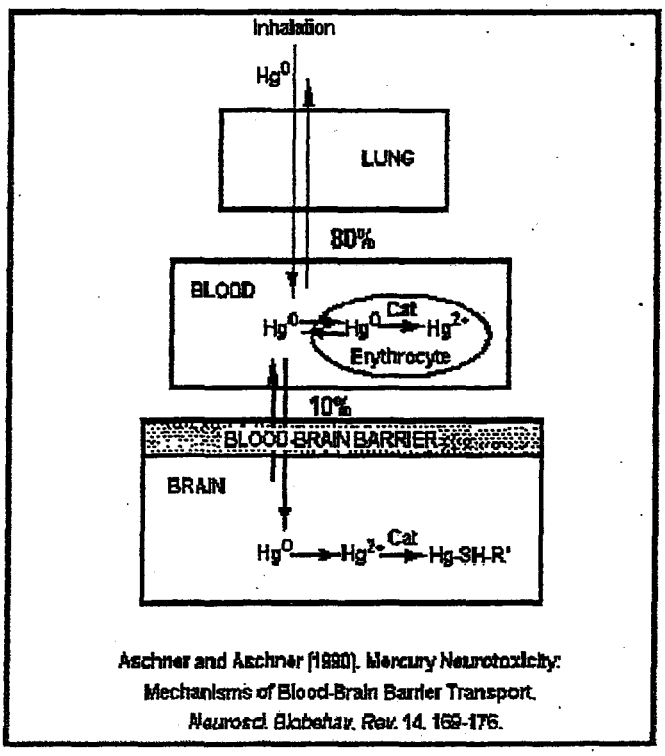
>
> Giving in to the requests of every business wanting to set up shop in Red
> Deer has got us where we are today with air pollution, traffic congestion
> and environmental degradation. I was hoping that the precautionary
> principle might actually be used in this instance and that human health
> might get at least equal weight as the city considers future expansion.
>
> While there certainly are more polluting businesses already parked within
> a stones throw of large numbers of homes, I thought I had convinced a
> least a few people in City Hall that this sort of short sighted planning
> should not continue in Red Deer.
>
> Regarding the differentiation between Funeral Homes with only one
> crematory furnace/retort and those whose business is primarily cremation,
> I'd like to explain a few things that business people should be able to
> understand.
>
> 2.
>
> First of all, in case no one has noticed, crematoriums use natural gas to
> fire their furnaces and the price of natural gas has jumped to
> unprecedented highs of late. Prices are expected to get even higher as
> oil and gas reserves drop even more. This will make it uneconomic to
> operate a small crematory furnace/retort. Economics of scale will have
> to kick in at some point.
>
> The other point I'd like to make about the small crematory is that these
> furnaces cost a lot of money if they have all the bells and whistles that
> are demanded now in Europe and may soon be demanded in Canada and the US.
> A crematory has to burn at a very high heat, possibly have two chambers to
> assure complete combustion of all toxic gases and have stack emissions
> controls to avoid the venting of mercury and other heavy metals or toxic
> chemicals. Given the future of emission reduction regulations increasing
> as opposed to decreasing, wouldn't it be best for large crematories to do
> all cremations?
>
> Before writing this, I read a lot of propaganda written by the mortuary
> industry that tries to say that their industry does not pollute the air as
> much as this or that other industry. However, in my opinion, what they
> have not said in these infomercial websites is what is the most important.
>
> Primarily, Pollution Prevention is the most effective way to protect human
> and environmental health. Therefore, whether or not the City decides to
> allow crematoria to locate inside the City limits should not be a
> "business" decision or a "legal" decision. The decision could come after
> public consultation and after hearing about all the health, social and
> environmental issues involved in changing the present policy.
>
> Consideration must also be given to the City's long range plans for
> expansion. How does allowing crematories to expand throughout the city
> impact on greenhouse gas reduction, pollution abatement requirements in
> the future and with creating a "green" pollution-free city where people
> can expect clean air, clean water and clean soil.
>
> I cannot say often enough that, what the City planners do now will affect
> the City and its residents for tens of decades to come. Please consider

> all the facts.
>
> THE EUROPEAN EXPERIENCE
>
> Eight European countries already have new regulations on cremation
> emissions and Britain is considering what can be done in that country
> where a large number of its citizenry is cremated.
>
> A 2005 study in Britain proposes that as much as 16% of mercury emissions
> in that country come from cremations. As much as 11% or the dioxin
> emissions are thought to come from cremations.
>
>
> 3.
>
> THE AMERICAN EXPERIENCE
>
> The State of Vermont set up a committee to study mercury pollution in
> 2004. The committee found that 4.8% of mercury emissions came from
> cremation, while only 3% came from the breaking of fluorescent light
> bulbs.
>
> The State of Vermont found a lot more than mercury in cremated human
> remains. To begin with, the burning of natural gas creates greenhouse
> gases such as nitrogen oxides (NOX) and carbon dioxide (CO2). If the
> body is burned in a casket, which is often made of chipboard, several
> kinds of polycyclic aromatic hydrocarbons (PAHs) are released from the
> glues used to bind the chips. The wood chips themselves release
> hydrocarbons and greenhouse gases and any plastics or fabrics used will
> also release toxic chemicals.
>
> Now we come to the body itself, which may or may not be embalmed. Aside
> from embalming fluid, the cremated body can release: acetaldehyde,
> arsenic, beryllium, cadmium, chromium, copper, formaldehyde (even without
> preservation), hydrogen chloride, hydrogen fluoride, lead, mercury,
> nickel, selenium, zinc, chlorinated di-benzodioxins and furans, PAHs
> (benzo-pyrene equivalents) and particulates according to the Vermont
> study.
>
> While the Vermont study seemed most interested in heavy metals, other
> studies such as the Environmental Working Group's June 2005 report "Body
> Burden" found 287 of the 413 chemicals they tested for in the cord blood
> of American newborns. They quit at 413 because the testing is very
> expensive.
>
> Some 80,000 chemicals are approved for use in the US. Most have received
> only minimal to no human toxicity testing. The US Centers for Disease
> Control (CDC) did the largest human study which tested for 148 of the most
> toxic chemicals in 2,400 Americans from all parts of the country. The
> results of this study have a bit of a government spin put on them but they
> still show lead, cadmium, mercury, PCBs, PAHs, pesticides and phthalates
> (from plastics) are readily detectible in the blood and urine of many
> Americans.
>
> Similar findings have been reported in all ages of humans in Britain,
> other parts of Europe and even in Canada. To quote from a European study

> "the indiscriminate use of chemicals in our modern lifestyle means that
> the contamination of our bodies and those of the next generation is an
> unacceptable fact of life."
>
> In the past few years biomedical waste has come under heavy scrutiny from
> government health and environment agencies. The advent of prion diseases
> (such as mad cow, mad deer and variant Creutzfeld-Jacob disease), which
> aren't killed by standard sterilization techniques, has prompted the
> requirement for high temperature incineration of all hospital waste
> contaminated with human blood or excised body parts.
>
> 4.
>
> Recently the Canadian government has also been considering the development
> of incinerators for the disposal of prion transmissible parts of slaughter
> cows -.such as the brain and spinal cord.
>
> Yet crematoriums are still treated as if the body is no longer a danger to
> society once it reaches the funeral home, even though, as I noted in
> paragraphs above, our bodies - thanks to the uncontrolled use of
> industrial and other chemicals - have become in essence toxic waste. When
> we die we should all, in my opinion, be incinerated in plants such as Swan
> Hills.
>
> At the very least, crematories should be properly regulated by the
> province or the federal government and made to comply with proper stack
> heights, proper pollution abatement equipment and end of pipe filtering
> devices to eliminate the most lethal toxins such as mercury from our air.
> Mercury is lethal in small amounts and is responsible for illness and/or
> death in thousands of Canadians and Americans every year.
>
>
> Dorene A. Rew
>
> 31 Parkview Ave.
> Red Deer, AB T4P 1K1
>
>

[This message has been scanned for security content threats, including computer viruses.]

Metabolism and Transport of Elemental Mercury Vapor (Hg^0)



Aschner and Aschner (1990). Mercury Neurotoxicity: Mechanisms of Blood-Brain Barrier Transport. *Neurosci. Biobehav. Rev.* 14, 169-176.

Hi Lisa, 10/13/05
I finished the article on proposed detox from the City of Red Deer. It's comes to about 650 pages. However the last 50 pages that was not enough. Here are a few things to keep you busy.
Lorraine Rea
Phone 309 2170

BBC NEWS

Action on crematoria mercury

Crematoria may be ordered to take action to reduce the amount of mercury from tooth fillings that is released into the atmosphere when bodies are cremated.

The Department for Environment, Food and Rural Affairs has launched a three-month consultation exercise to examine the need for action.

Mercury is a highly toxic heavy metal that cannot be degraded into harmless products.

Exposure to the metal has been linked to damage to the brain and nervous system. It has also been linked to fertility problems.

It is estimated that crematoria release up to 16% of the UK's total mercury emissions.

This despite a cut in emissions from 44.9 tonnes to 8.8 tonnes a year between 1970 and 2000.

The Federation of British Cremation Authorities is concerned that new measures could force the closure of many crematoria.

It says there is insufficient evidence that mercury is emitted in any significant quantities during the cremation process.

Air filtration

Paul Stubbs, technical officer for the federation, told BBC News Online that up to 25% of crematoria would not be in a position to install the air filtration equipment that would be required to reduce mercury emissions.

He said in many cases this would require crematoria to build extensions, which was not possible if the building was already surrounded by graves which could not be disturbed.

Mr Stubbs said tests carried out on crematoria workers had shown no evidence of health problems related to exposure to mercury.

"I have worked in the business for 30 years, and I have suffered nothing untoward," he said.

At present, pacemakers, or other devices that could potentially cause an explosion during the cremation process are removed before the body arrives at the crematorium.

But tooth fillings are left in place.

Crematoria have already spent between £125m and £150m to reduce air pollution during the 1990s.

This was to comply with targets on pollutants such as particulates, hydrogen chloride, carbon monoxide and dioxins.

Story from BBC NEWS:
http://news.bbc.co.uk/go/pr/fr/-/1/hi/health/3013049.stm

Published: 2003/05/09 10:41:48 GMT

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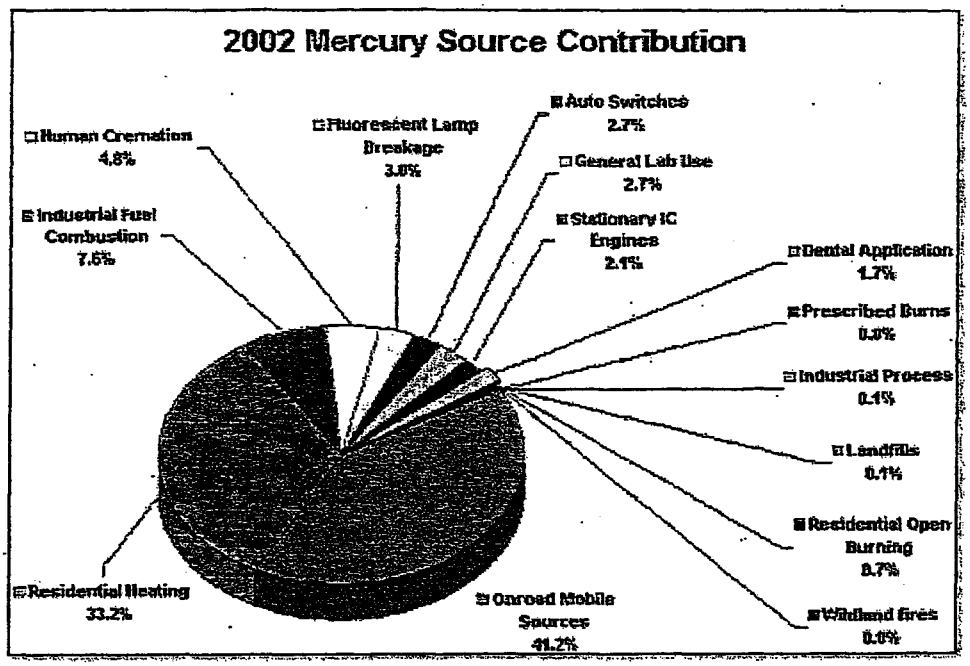

State of Vermont
Oct, 2002 Advisory Communication
Mercury Pollution

EPA AP42;1.4 Emission Estimates – Crematory Retort
PM10 = 12 lb/MM cu ft; NO_x = 100 lb/MM cu ft; CO = 21 lb/MM cu ft;
SO2 = 0.6 lb/MM cu ft; VOC = 8 lb/MM cu ft

In addition to natural gas combustion there are also emissions attributed to the combustion of the casket and body.

- Est. of emissions from the cremated body

Pollutant Emission Factor, lbs/body

Acetaldehyde	1.3E-04	or for 1000 bodies	0.65E-4 tons/yr
Arsenic	3.0E-05	" " "	1.5E-5 "
Beryllium	1.4E-06	" " "	0.7E-6 "
Cadmium	1.1E-05	" " "	0.55E-5 "
Chromium, hexavalent	1.4E-05	" " "	0.7E-5 "
Copper	2.7E-05	" " "	0.35E-5 "
Formaldehyde	3.4E-05	" " "	1.7E-4 "
Hydrogen Chloride	7.2E-02	" " "	3.6E-4 "
Hydrogen Fluoride	6.6E-04	" " "	3.3E-4 "
Lead	6.6E-05	" " "	3.3E-5 "
Mercury	1.1E-03	" " "	0.55E-3 "
Nickel	3.8E-05	" " "	1.9E-5 "
Selenium	4.4E-05	" " "	2.2E-4 "
Zinc	3.5E-04	" " "	1.75E-4 "

Chlorinated dibenzodioxins and furans (expressed as 2,3,7,8 TCDD equivalent) — 1.3E-09 or 0.65E-9 tons/yr

PAHs, benzo(a)pyrene equivalent, total — 9.7E-08

Other PAHs total — 3.7E-06 — or 1.85E-8 or 4.85E-8 tons/yr

Other PM10 particulates, total — 3.1E-02 or 1.55E-4 tons/yr

Emissions

Based on Crematory retort rating of 30 MM Btu/hr
x 1000 cremations per year = 60 MM cu ft/yr

Potential for casket based on 1000 cremations is 75 Tons/yr

Many [illegible] factors [illegible] advanced all [illegible]

- What is sustainable production?
- Bringing sustainability to life
- A brief history of the Center
- Publications

Press

Lowell Center for Sustainable Production

University of Massachusetts Lowell

COMMUNICATIONS & MARKETING

To view the Executive Summary of this report, click here.

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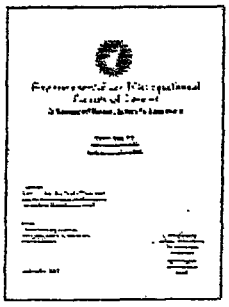


NEWS RELEASE

September 19, 2005

Contact: Patti McCafferty, 978-934-3238, patricia_mccafferty@uml.edu

UMass Lowell Report Links Environmental and Occupational Exposures to Cancers

LOWELL – The University of Massachusetts Lowell today released a report that links dozens of environmental and occupational exposures to nearly 30 types of cancer.

The new study by the University's Lowell Center for Sustainable Production reviewed scientific evidence documenting associations between environmental and occupational exposures and certain cancers in the United States – marking the first time this massive body of material has been summarized in one, accessible document.

"We need to pay attention to environmental and occupational risk factors," said Molly Jacobs, project manager. "Known and preventable exposures are clearly responsible for tens of thousands of excess cancer cases each year. It is unconscionable not to implement policy changes that we know will prevent sickness and death."

"Environmental and Occupational Causes of Cancer: A Review of Recent Scientific Evidence" shows that many cancer cases and deaths are caused or contributed to by involuntary exposures. These include: bladder cancer from the primary solvent used in dry cleaning, breast cancer from endocrine disruptors like bisphenol-A and other plastics components, lung cancer from residential exposure to radon, non-Hodgkin's lymphoma from solvent and herbicide exposure, and childhood leukemia from pesticides.

"The sum of the evidence makes an airtight case for reconsideration of chemicals policies in the U.S.," said Dr. Richard W. Clapp, lead epidemiologist for the report and adjunct professor at UMass Lowell. "We need to follow the example of the European Union's REACH program, which prevents the use of known or suspected carcinogens when suitable substitutes are readily available."

Despite notable gains in reducing incidence and mortality rates for certain cancers, the authors lament that cancer constitutes a growing burden on society. They note that the mortality rate for all cancers combined (excluding non-melanoma skin cancer) is the same today as it was in the 1940s and the annual rate of new cases increased by 85 percent over the past 50 years.

"Major cancer agencies have largely avoided the urgency of acting on what we know to prevent people from getting cancer in the first place," said researcher Genevieve Howe.

The report disputes the often-cited, 25 year-old analysis by Sir Richard Doll and Richard Peto that attributes only 2 to 4 percent of cancers to involuntary environmental and occupational exposures. "Our review makes it clear that new knowledge about multiple causes of cancer, including involuntary exposures, early-life exposures, synergistic effects, and genetic factors, renders making such estimates not just pointless, but counterproductive," Clapp said.

The nearly 50-page report was produced as part of the Lowell Center for Sustainable Production's Environmental Health Initiative and sponsored by the Collaborative on Health and the Environment. It is available at www.sustainableproduction.org and www.cheforhealth.org.

The Lowell Center for Sustainable Production at UMass Lowell uses rigorous science, collaborative research, and innovative strategies to promote communities, workplaces and products that are healthy, humane and respectful of natural systems.

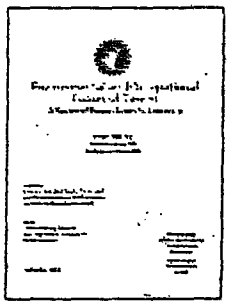
UMass Lowell, a comprehensive university with special expertise in applied science and technology, is committed to educating students for lifelong success and conducting research and outreach activities that sustain the economic, environmental and social health of the region. UML offers its 11,000 undergraduate and graduate students more than 80 degree programs in the colleges of Arts and Sciences, Engineering and Management, and the School of Health and Environment and the Graduate School of Education. Visit the website at www.uml.edu.

Lowell Center for Sustainable Production

UMass Lowell Report Links Environmental and Occupational Exposures to Cancers

To download a pdf copy of this Executive Summary, click here.

To download a pdf copy of the report, click here.



Executive Summary

Nearly one in two men and more than one in three women in the United States will be diagnosed with cancer at some point in his or her lifetime. Cancer is now the leading cause of death for individuals under age 85. Even though tobacco remains the single most significant preventable cause of cancer, it has been linked neither to the majority of cancers nor to many of the cancers that have increased rapidly in recent decades including melanoma, lymphomas, testicular, brain, and bone marrow cancers.

This paper summarizes recent scientific evidence of environmental and occupational links to nearly 30 types of cancer. It includes a critique of the 25 year-old analysis by Doll and Peto and subsequent analyses that attribute an extremely small fraction of cancer deaths to involuntary environmental and occupational exposures. The paper presents the state of the evidence on causal associations between environmental and occupational exposures and specific cancer types. The discussion of each cancer type is introduced by highlights of trends in incidence and mortality rates. Lastly, the paper considers additional indications that involuntary exposures are linked to cancers, such as patterns observed in different geographic areas and among different populations, including patterns of cancer in children.

The authors cite several notable findings:

- Cancer evolves from a complicated combination of multiple exposures. Attempting to assign certain exposures (i.e. diet, smoking, environment, etc.) certain roles in causing cancer that will total 100% is inappropriate given that no one exposure single-handedly produces cancer and many causes of cancer are still unknown. Comprehensive cancer prevention programs need to reduce exposures from all avoidable sources. Cancer prevention programs focused on tobacco use, diet, and other individual behaviors disregard the lessons of science.
- Examples of strong causal links between environmental and occupational exposures and cancer include:
  - Metals such as arsenic and cancers of the bladder, lung, and skin.
  - Chlorination byproducts such as trihalomethanes and bladder cancer.
  - Natural fibers such as asbestos and cancers of the larynx, lung, mesothelioma, and stomach.
  - Petrochemicals and combustion products, including motor vehicle exhaust and polycyclic aromatic hydrocarbons, and cancers of the bladder, lung, and skin.
  - Pesticide exposures and cancers of the brain, Wilms tumor, leukemia, and non-Hodgkin's lymphoma.
  - Reactive chemicals such as vinyl chloride and liver cancer and soft tissue sarcoma.
  - Metalworking fluids and mineral oils with cancers of the bladder, larynx, nasal passages, rectum, skin, and stomach.
  - Ionizing radiation and cancers of the bladder, bone, brain, breast, liver, lung, ovary, skin, and thyroid, as well as leukemia, multiple myeloma, and sarcomas.
  - Solvents such as benzene and leukemia and non-Hodgkin's lymphoma; tetrachloroethylene and bladder cancer; and trichloroethylene and Hodgkin's disease, leukemia, and kidney and liver cancers.
  - Environmental tobacco smoke and cancers of the breast and lung.

The sum of the evidence regarding environmental and occupational contributions to cancer justifies urgent acceleration of policy efforts to prevent carcinogenic exposures. By implementing precautionary policies, Europeans are creating a model that can be applied in the U.S. to protect public health and the environment. To ignore the scientific evidence is to knowingly permit tens of thousands of unnecessary illnesses and deaths each year.

P40

Date: Mar 29, 2005

Citizens' Guide to Pollution Prevention NOW AVAILABLE

Download here

(Toronto, March 28, 2005) The Canadian Institute for Environmental Law and Policy has released its *Citizens' Guide to Pollution Prevention*, which discusses the many ways Canadians can undertake pollution prevention (P2). The 48 page guide focuses on toxic pollution from such substances as mercury, lead, dioxins, volatile organic compounds and 'gender-bender' endocrine disruptors, and provides resources and recommendations for Canadians.

Researched and written with the help of the Canadian Centre for Pollution Prevention, the *Guide* explains the sources of toxic pollution in Canada, what is currently being done about it, and the reasons that citizens should be concerned. The *Guide's* emphasis is on alerting Canadians to a situation where the earth, as some scientists believe to now be the case, is experiencing "a death by a thousand tiny cuts." The guide provides recommendations and resources for Canadians interested in averting this outcome.

While pollution prevention and waste treatment or management are often viewed to be the same, the guide makes a clear distinction: pollution prevention is the use of processes, practices, materials, products, substances or energy that avoid or minimize the creation of pollutants and waste, and reduce the overall risk to human health and the environment, while waste management deals with existing pollution.

The *Guide* outlines **Four Steps to P2** for individual Canadians:
- **Taking inventory**
- **Examining the options and choosing priorities**
- **Making and implementing a plan**
- **Spreading the word**

The *Guide* provides detailed discussions about the kind of choices Canadians can make in order to do their part in P2 with regard to such things as home cleaning and maintenance, personal care products, lawn care and gardening, vehicles and boats, and community action.

The *Citizens' Guide to Pollution Prevention* makes recommendations for the following sectors:

www.cielap.org/pdf/032905citguide.pdf (48 pages)

Government: improving the development and implementation of policies and regulations could advance pollution prevention; pollution prevention should continue to be a national priority, and governments should take responsibility for maintaining and improving opportunities for exchanging ideas and facilitating the coordination of efforts to enhance pollution prevention between different stakeholders.

Industry: every organization or facility should be committed to pollution prevention; information sharing among industry representatives should be a priority, and pollution prevention planning should be an ongoing process within every business.

Institutions: as highly visible members of the community, they should practice pollution prevention to set an example.

Citizens: Every citizen should be responsible for making smart and informed choices about the purchase and disposal of products – staying informed and informing others about environmentally friendly products and ways of doing things will help reduce our impact on the environment.

The *Citizens' Guide to Pollution Prevention*, along with numerous other CIELAP Citizen's Guides and publications, is available in PDF form on the CIELAP website at www.cielap.org. For multiple and bound copies, please contact Iana Nikolova at interns@cielap.org or Telephone (416) 923-3529 x26.

Founded in 1970, the Canadian Institute for Environmental Law and Policy is an independent, not-for-profit research and educational organization whose mission is to provide leadership in the research and development of environmental law and policy that promotes the public interest and sustainability.

The Canadian Institute for Environmental Law and Policy has for been commenting on and monitoring policy and regulatory changes related to the environment for 30 years.

Date: Mar 29, 2005

CIELAP Releases Sustainable Development in Canada – 2005 Update

A Guide for the Federal Government

Toronto, March 30, 2005 – The Canadian Institute for Environmental Law and Policy (CIELAP) today issued its latest research project *Sustainable Development in Canada*. It is a follow-up to CIELAP's landmark policy paper issued four years ago.

As part of the lead-up to the 2002 World Summit on Sustainable Development in Johannesburg, CIELAP published its assessment of sustainability initiatives in Canada complete with proposals for action by the federal government. Setting priorities, implementing mechanisms and resources, measuring sustainability initiatives, and assessing progress were among the recommendations in that document.

Four years later and with a greater sense of urgency in light of the adoption of the Kyoto Protocol, CIELAP has revisited the 2001 report, upgraded its recommendations, and added a short list of priorities. Lead researchers Mary MacDonald and Susan Holtz, have noted current conditions and discussed six areas that need to be strengthened in existing federal policy on sustainability.

Among the new recommendations are: a call for political leadership from the Prime Minister and Cabinet; more effective coordination and partnerships between federal departments; a stronger sustainability education program for all federal employees; more support for science, environmental and sustainability monitoring; and five priorities that will demonstrate a commitment by the government to sustainable practices.

The 2005 Update suggests that the federal government should focus on addressing: The Kyoto Protocol (climate change), Childhood poverty and deprivation (including early education), Cities (especially public transit and infrastructure), Canadian competitiveness and innovation in 'green' programs, and long-term solutions to Housing and Homelessness.

As Stephane Dion, the federal Minister of the Environment recently acknowledged, "countries that fail to integrate both environmental and economic factors will not position themselves well to improve, or even to maintain, the quality of life of their people."

Anne Mitchell, Executive Director of CIELAP stated, "There is a basic need for scientific knowledge and research along with ongoing monitoring. Part of sustainability

is in knowing what is happening in the environment and what the federal government is and can be doing to keep Canadians informed. Our research has shown that there is real progress on sustainability in Canada and that it can be found in many different forms – from inspired policy statements, to innovative partnerships and funding programs, to hands-on community projects. CIELAP proposes to build on and learn from the examples of sustainable development initiatives documented here and address the weak nodes of sustainability practice, such as leadership and priority-setting."

The Canadian Institute for Environmental Law and Policy has been commenting on and monitoring policy and regulatory changes related to the environment for nearly 35 years. As a non-profit environmental research organization, CIELAP is focused on building the foundations of a more sustainable society. CIELAP's mission is to provide leadership in the research and development of environmental law and policy that promotes the public interest and sustainability. CIELAP's vision is a world in which basic human rights include the provision of a safe and healthy environment, achieved through the respect for, and preservation of nature's integrity and diversity. We do this by examining the environmental, social and economic impacts of current policies, laws and practices and by researching, formulating and communicating more sustainable alternatives. We also reach out to the community through programs such as our Citizens' Guides, poster maps of Canada and our website, which help people to understand environmental issues and to take actions to create healthier, more sustainable communities.

For more information contact:
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www.cielap.org

The Canadian Institute for Environmental Law and Policy has been commenting on and monitoring policy and regulatory changes related to the environment for nearly 35 years.

The Canadian Institute for Environmental Law and Policy has for been commenting on and monitoring policy and regulatory changes related to the environment for 30 years.

Date: May 24, 2005

Canadian pollution prevention record disappointing (Updated May 25, 2005)

Canadian Institute for Environmental Law and Policy comments on
Commission for Environmental Cooperation Report released today

(May 24, 2005 –Toronto) "Pollution Prevention Planning should be a priority for governments, industries and citizens," says Anne Mitchell, Executive Director of CIELAP. This statement was made in response to today's release of the Taking Stock Report which highlights that three million tons of chemical pollutants are still being released and transferred in North America annually.

Mitchell observed, "According to the Taking Stock report, although North America wide total releases and transfers of pollutants fell by 7 percent from 1998 to 2002, Canadian total releases and transfers increased by 7 percent for the same period; on site air releases increased by 8 per cent."

"There is a difference in US and Canadian performance with respect to air pollution," said Mitchell. "We note with concern that while air pollution has declined in the US by 21% in Canada it has gone up by 8%."

Mitchell stated, "The appropriate response to this is to follow through on the Ontario promise to close coal power plants by 2007. The second priority would be reducing emissions from the mining sector, steel and metal smelters. We suggest that areas which need additional attention are the pulp and paper, cement kilns, chemical and the vehicle manufacturers' areas."

"While pollution prevention is cited as a national priority, words and good intentions must be translated into action and results", Mitchell concluded.

Relevant statistics from the Taking Stock Report released May 24, 2005

Top 5 Jurisdiction in North America for air pollution
1. Ohio (52,481,666 kg of pollutants)
2. Ontario (48,189,898 kg of pollutants)
3. Georgia (42,464,792 kg of pollutants)
4. Tennessee (39,406,597 kg of pollutants)
5. Pennsylvania (38,016,923 kg. of pollutants)

Top 5 facilities with the largest change (increase) in total releases (on and off site between 1998 and 2002 in Canada
1. Clean Harbors Canada Inc. (Corunna, Ontario)
2. Ontario Power Generation (Nanticoke Power Station, Ontario)
3. Teck-Cominco Metals Ltd (Trail, BC)
4. Norske Skog Canada Ltd (Crofton, BC)
5. Stora Enso (Port Hawkesbury, NS)

Top 3 Mercury emitters (to the air) in North America
1. Hudson Bay Mining Smelter (1,334 kg mercury) (Flin Flon, Manitoba)
2. Lehigh South West Cement Company (1,064 kg merrcury) (Tehachapi, California)
3. Limestone Electric generating Station (816 kg. mercury) (Jewelt, Texas)

For additional commentary please contact: Anne Mitchell, Executive Director,
Canadian Institute for Environmental Law and Policy, call 416-923-3529 x 25 or cell 416-577-8402

CIELAP's Pollution Prevention Citizens' Guide can be downloaded @ www.cielap.org

Canadian Institute for Environmental Law

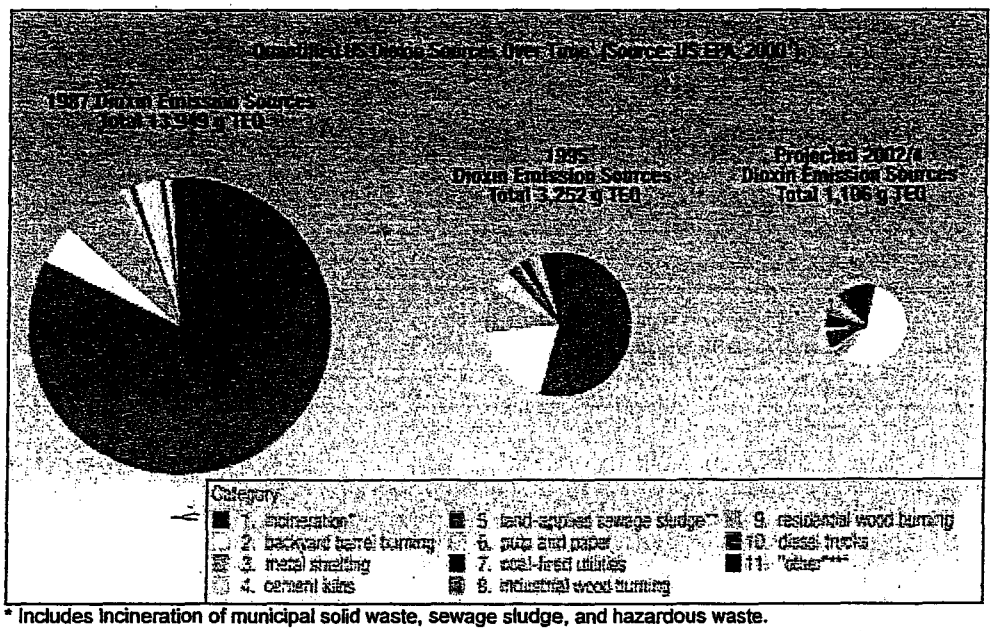
TRIfacts.org

TRI putting TRI Dioxin Data in perspective

Quantified U.S. Dioxin Sources Over Time

print this page

Dioxin Emissions Are Projected to Decline 92% Between 1987 and 2002/2004



* Includes incineration of municipal solid waste, sewage sludge, and hazardous waste.

** The US EPA will be issuing a new projection for dioxin emission from land-applied sewage sludge for 2002/2004 based on surveys to begin in Spring, 2001. The US EPA expects that the new projection will be lower than the value previously projected and here graphically displayed.

*** Other catagory includes: leaded and unleaded gasoline, land-applied 2,4-D, iron ore sintering, oil-fired utilities, EDC/vinyl chloride, lightweight aggregate kilns that combust hazardous waste, petroleum refined catalyst regeneration, cigarette smoke, boilers/industrial furnaces, crematoria, and drum reclamation.

[1] "Dioxin" here is defined as the totality of 7 dioxins and 10 furans. "TEQ" denotes "toxic equivalent", a quantitative measure of the combined toxicity of a mixture of dioxin-like chemicals.

[2] Charts for 1987 and 1995 are based on data from the "US Environmental Protection Agency Inventory of Sources of Dioxin-Like Compounds in the United States-1987 and 1995" http://cfpub.epa.gov/ncea/cfm/dioxindb.cfm?ActType=default . The 2002/4 chart is based on EPA projections assuming full compliance with regulatory levels by this period and the closure of a copper smelter (personal communication, Dwain Winters, US EPA, 9-9-02).

- PCDD/Fs emissions in the United States declined 77% between 1987 and 1995. US EPA data show that they are projected to decline an additional 66% between 1995 and 2002/2004, resulting in a total decline from 1987 to 2002/2004 of 92%.
- Declining levels of environmental PCDD/Fs are characterized by a changing pattern of emission sources over time. Industry and regulatory controls on waste incineration have resulted in a significantly lower contribution of PCDD/Fs from this source since 1987.
- As PCDD/F emissions from industry decline, unregulated sources such as backyard barrel

Health Effects Summary

The following summary spreadsheet provides a list of chemicals, their CAS Registry numbers and the health effects list each chemical appears on. The health effects summary also indicates whether the chemical was tracked by the NPRI in 2003. For more information on the data, please see "Understanding the Data".

Please Note:

- The chemicals that do not have a CAS Registry Number but appear on one of the health effects list are not included in the Health Effects Summary. For additional information on how the chemicals lists were derived, please see How are the health effects lists developed?
- For more information about each pollutant, click on the individual names in the spreadsheet below.

Legend:

CA - Carcinogens
RE - Respiratory Toxicants
RD - Reproductive/Developmental Toxicants
ED - Endocrine Toxicants
CE - CEPA Toxic
OD - Ozone Depleting Substances

Chemical	CAS Number	NPRI	CA	RE	RD	ED	CE	OD	
1-9 A B C D E F G H I J K L M N O P Q R S T U V W X Y									
1,1,1,2-Tetrachloroethane	630-20-6	Y							[^top]
1,1,2,2-Tetrachloroethane	79-34-5	Y	Y	Y					[^top]
1,1,2-Trichloroethane	79-00-5	Y	Y						[^top]
1,1-Methylenebis(4-isocyanatocyclohexane)	5124-30-1	Y		Y					[^top]
1,2,4-Trichlorobenzene	120-82-1	Y		Y					[^top]
1,2,4-Trimethylbenzene	95-63-6	Y		Y					[^top]
1,2-Butylene oxide	106-88-7	Y		Y					[^top]
1,2-Dichloroethane	107-06-2	Y	Y	Y			Y		[^top]
1,2-Dichloropropane	78-87-5	Y	Y	Y		Y			[^top]
1,3-Butadiene	106-99-0	Y	Y	Y	Y		Y		[^top]
1,4-Dioxane	123-91-1	Y	Y	Y					[^top]
1-Bromo-2-chloroethane	107-04-0	Y							[^top]
2,2,4-Trimethylhexamethylene diisocyanate	16938-22-0	Y		Y					[^top]
2,4,4-Trimethylhexamethylene diisocyanate	15646-96-5	Y		Y					[^top]
2,4-Diaminotoluene (and its salts)	95-80-7	Y	Y	Y					[^top]
2,4-Dichlorophenol (and its salts)	120-83-2	Y				Y			[^top]
2,4-Dinitrotoluene	121-14-2	Y	Y		Y				[^top]
2,6-Di-t-butyl-4-methylphenol	128-37-0	Y		Y					[^top]
2,6-Dinitrotoluene	606-20-2	Y	Y		Y				[^top]
2-Butoxyethanol	111-76-2	Y		Y		Y			[^top]
2-Ethoxyethanol	110-80-5	Y		Y	Y	Y			[^top]
2-Ethoxyethyl acetate	111-15-9	Y			Y				[^top]
2-Mercaptobenzothiazole	149-30-4	Y							[^top]
2-Methoxyethanol	109-86-4	Y		Y	Y	Y			[^top]
2-Methoxyethyl acetate	110-49-6	Y		Y	Y				[^top]
2-Methylpyridine	109-06-8	Y							[^top]

2-Nitropropane	79-46-9	Y	Y	Y					[^top]
3,3'-Dichlorobenzidine dihydrochloride	612-83-9	Y	Y				Y		[^top]
3-Chloro-2-methyl-1-propene	563-47-3	Y	Y						[^top]
3-Chloropropionitrile	542-76-7	Y							[^top]
4,6-Dinitro-o-cresol (and its salts)	534-52-1	Y		Y					[^top]
4-tert-Octylphenol	140-66-9	Y				Y	Y		[^top]
7H-Dibenzo(c,g)carbazole	194-59-2	Y	Y				Y		[^top]
Acetaldehyde	75-07-0	Y	Y	Y			Y		[^top]
Acetonitrile	75-05-8	Y		Y					[^top]
Acetophenone	98-86-2	Y							[^top]
Acrolein	107-02-8	Y		Y			Y		[^top]
Acrylamide	79-06-1	Y	Y						[^top]
Acrylic acid (and its salts)	79-10-7	Y		Y					[^top]
Acrylonitrile	107-13-1	Y	Y	Y			Y		[^top]
Alkanes, C10-13, chloro	85535-84-8	Y					Y		[^top]
Alkanes, C6-18, chloro	68920-70-7	Y					Y		[^top]
Allyl alcohol	107-18-6	Y		Y					[^top]
Allyl chloride	107-05-1	Y		Y					[^top]
Aluminum (fume or dust)	7429-90-5	Y		Y					[^top]
Aluminum oxide (fibrous forms)	1344-28-1	Y							[^top]
Ammonia (Total)	NA - 16	Y					Y		[^top]
Aniline (and its salts)	62-53-3	Y	Y	Y			Y		[^top]
Anthracene	120-12-7	Y				Y			[^top]
Antimony (and its compounds)	NA - 01	Y		Y					[^top]
Arsenic (and its compounds)	NA - 02	Y	Y	Y	Y	Y	Y		[^top]
Asbestos (friable form)	1332-21-4	Y	Y	Y			Y		[^top]
Benzene	71-43-2	Y	Y	Y	Y	Y	Y		[^top]
Benzo(a)anthracene	56-55-3	Y	Y				Y		[^top]
Benzo(a)phenanthrene	218-01-9	Y	Y				Y		[^top]
Benzo(a)pyrene	50-32-8	Y	Y	Y		Y	Y		[^top]
Benzo(b)fluoranthene	205-99-2	Y	Y				Y		[^top]
Benzo(e)pyrene	192-97-2	Y					Y		[^top]
Benzo(g,h,i)perylene	191-24-2	Y					Y		[^top]
Benzo(j)fluoranthene	205-82-3	Y	Y				Y		[^top]
Benzo(k)fluoranthene	207-08-9	Y	Y				Y		[^top]
Benzoyl chloride	98-88-4	Y		Y					[^top]
Benzoyl peroxide	94-36-0	Y							[^top]
Benzyl chloride	100-44-7	Y	Y	Y					[^top]
Biphenyl	92-52-4	Y		Y					[^top]
Bis(2-ethylhexyl) adipate	103-23-1	Y				Y			[^top]
Bis(2-ethylhexyl) phthalate	117-81-7	Y	Y	Y	Y	Y	Y		[^top]
Boron trifluoride	7637-07-2	Y		Y					[^top]
Bromine	7726-95-6	Y		Y		Y			[^top]
Bromomethane	74-83-9	Y		Y	Y		Y	Y	[^top]
Butyl acrylate	141-32-2	Y		Y					[^top]
Butyl benzyl phthalate	85-68-7	Y				Y			[^top]

Butyraldehyde	123-72-8	Y		Y					[^top]
C.I. Acid Green 3	4680-78-8	Y							[^top]
C.I. Basic Green 4	569-64-2	Y							[^top]
C.I. Basic Red 1	989-38-8	Y							[^top]
C.I. Direct Blue 218	28407-37-6	Y	Y			Y			[^top]
C.I. Disperse Yellow 3	2832-40-8	Y							[^top]
C.I. Food Red 15	81-88-9	Y	Y						[^top]
C.I. Solvent Orange 7	3118-97-6	Y							[^top]
C.I. Solvent Yellow 14	842-07-9	Y	Y						[^top]
Cadmium (and its compounds)	NA - 03	Y	Y	Y	Y	Y	Y		[^top]
Calcium cyanamide	156-62-7	Y		Y					[^top]
Calcium fluoride	7789-75-5	Y					Y		[^top]
Carbon disulphide	75-15-0	Y		Y	Y	Y			[^top]
Carbon monoxide	630-08-0	Y		Y	Y				[^top]
Carbon tetrachloride	56-23-5	Y	Y	Y		Y	Y	Y	[^top]
Carbonyl sulphide	463-58-1	Y							[^top]
Catechol	120-80-9	Y	Y						[^top]
CFC-11	75-69-4	Y		Y			Y	Y	[^top]
CFC-114	76-14-2	Y					Y	Y	[^top]
CFC-115	76-15-3	Y					Y	Y	[^top]
CFC-12	75-71-8	Y		Y			Y	Y	[^top]
CFC-13	75-72-9	Y					Y		[^top]
Chlorendic acid	115-28-6	Y	Y						[^top]
Chlorine	7782-50-5	Y		Y					[^top]
Chlorine dioxide	10049-04-4	Y		Y					[^top]
Chloroacetic acid (and its salts)	79-11-8	Y		Y					[^top]
Chlorobenzene	108-90-7	Y							[^top]
Chloroethane	75-00-3	Y	Y						[^top]
Chloroform	67-66-3	Y	Y	Y		Y			[^top]
Chloromethane	74-87-3	Y		Y	Y				[^top]
Chromium (and its compounds)	NA - 04	Y		Y					[^top]
Cobalt (and its compounds)	NA - 05	Y		Y					[^top]
Copper (and its compounds)	NA - 06	Y		Y					[^top]
Cresol (mixed isomers and their salts)	1319-77-3	Y		Y					[^top]
Crotonaldehyde	4170-30-3	Y		Y					[^top]
Cumene	98-82-8	Y							[^top]
Cumene hydroperoxide	80-15-9	Y		Y					[^top]
Cyanides (ionic)	NA - 07	Y		Y					[^top]
Cyclohexane	110-82-7	Y							[^top]
Cyclohexanol	108-93-0	Y		Y					[^top]
Decabromodiphenyl oxide	1163-19-5	Y							[^top]
Di-n-octyl phthalate	117-84-0	Y				Y			[^top]
Dibenz(a,j)acridine	224-42-0	Y	Y				Y		[^top]
Dibenzo(a,h)anthracene	53-70-3	Y	Y				Y		[^top]
Dibenzo(a,i)pyrene	189-55-9	Y	Y				Y		[^top]
Dibutyl phthalate	84-74-2	Y				Y			[^top]

Dichloromethane	75-09-2	Y	Y	Y		Y	Y		[^top]
Dicyclopentadiene	77-73-6	Y							[^top]
Diethanolamine (and its salts)	111-42-2	Y		Y					[^top]
Diethyl phthalate	84-66-2	Y		Y		Y			[^top]
Diethyl sulphate	64-67-5	Y	Y						[^top]
Dimethyl phenol	1300-71-6	Y							[^top]
Dimethyl phthalate	131-11-3	Y		Y					[^top]
Dimethyl sulphate	77-78-1	Y	Y	Y					[^top]
Dimethylamine	124-40-3	Y		Y					[^top]
Dinitrotoluene (mixed isomers)	25321-14-6	Y		Y					[^top]
Dioxins and furans	NA - D/F	Y	Y	Y	Y	Y	Y		[^top]
Diphenylamine	122-39-4	Y		Y					[^top]
Epichlorohydrin	106-89-8	Y	Y	Y	Y	Y			[^top]
Ethyl acrylate	140-88-5	Y	Y	Y					[^top]
Ethyl chloroformate	541-41-3	Y		Y					[^top]
Ethylbenzene	100-41-4	Y	Y	Y		Y			[^top]
Ethylene	74-85-1	Y		Y					[^top]
Ethylene glycol	107-21-1	Y		Y					[^top]
Ethylene oxide	75-21-8	Y	Y	Y	Y		Y		[^top]
Ethylene thiourea	96-45-7	Y	Y		Y	Y			[^top]
Fluoranthene	206-44-0	Y					Y		[^top]
Fluorine	7782-41-4	Y		Y					[^top]
Formaldehyde	50-00-0	Y	Y	Y			Y		[^top]
Formic acid	64-18-6	Y		Y					[^top]
Halon 1211	353-59-3	Y					Y	Y	[^top]
Halon 1301	75-63-8	Y					Y	Y	[^top]
HCFC-122 and all isomers	41834-16-6	Y					Y		[^top]
HCFC-123 and all isomers	34077-87-7	Y					Y		[^top]
HCFC-124 and all isomers	63938-10-3	Y					Y		[^top]
HCFC-141b	1717-00-6	Y					Y	Y	[^top]
HCFC-142b	75-68-3	Y					Y	Y	[^top]
HCFC-22	75-45-6	Y		Y		Y	Y	Y	[^top]
Hexachlorobenzene	118-74-1	Y	Y		Y	Y	Y		[^top]
Hexachlorocyclopentadiene	77-47-4	Y		Y					[^top]
Hexachloroethane	67-72-1	Y	Y	Y					[^top]
Hexachlorophene	70-30-4	Y		Y					[^top]
Hexavalent chromium compounds	NA - 19	Y	Y	Y			Y		[^top]
Hydrazine (and its salts)	302-01-2	Y	Y	Y		Y			[^top]
Hydrochloric acid	7647-01-0	Y		Y					[^top]
Hydrogen cyanide	74-90-8	Y		Y		Y			[^top]
Hydrogen fluoride	7664-39-3	Y		Y			Y		[^top]
Hydrogen sulphide	7783-06-4	Y		Y					[^top]
Hydroquinone (and its salts)	123-31-9	Y		Y					[^top]
i-Butyl alcohol	78-83-1	Y							[^top]
Indeno(1,2,3-CD)pyrene	193-39-5	Y	Y				Y		[^top]
Iron pentacarbonyl	13463-40-6	Y		Y					[^top]

Isobutyraldehyde	78-84-2	Y		Y					[^top]
Isophorone diisocyanate	4098-71-9	Y		Y					[^top]
Isoprene	78-79-5	Y	Y	Y					[^top]
Isopropyl alcohol	67-63-0	Y		Y					[^top]
Isosafrole	120-58-1	Y	Y						[^top]
Lead (and its compounds)	NA - 08	Y	Y	Y	Y	Y	Y		[^top]
Lithium carbonate	554-13-2	Y			Y				[^top]
Maleic anhydride	108-31-6	Y		Y					[^top]
Manganese (and its compounds)	NA - 09	Y							[^top]
Mercury (and its compounds)	NA - 10	Y	Y	Y					[^top]
Methanol	67-56-1	Y		Y					[^top]
Methyl acrylate	96-33-3	Y		Y					[^top]
Methyl ethyl ketone	78-93-3	Y		Y					[^top]
Methyl iodide	74-88-4	Y	Y	Y					[^top]
Methyl isobutyl ketone	108-10-1	Y		Y					[^top]
Methyl methacrylate	80-62-6	Y		Y					[^top]
Methyl tert-butyl ether	1634-04-4	Y		Y					[^top]
Methylenebis(phenylisocyanate)	101-68-8	Y		Y					[^top]
Michler's ketone (and its salts)	90-94-8	Y	Y						[^top]
Molybdenum trioxide	1313-27-5	Y		Y					[^top]
n,n-Dimethylaniline (and its salts)	121-69-7	Y				Y			[^top]
n,n-Dimethylformamide	68-12-2	Y		Y					[^top]
n-Butyl alcohol	71-36-3	Y		Y					[^top]
n-Hexane	110-54-3	Y		Y					[^top]
N-Methyl-2-pyrrolidone	872-50-4	Y			Y				[^top]
N-Methylolacrylamide	924-42-5	Y	Y						[^top]
N-Nitrosodiphenylamine	86-30-6	Y	Y	Y					[^top]
n-Nonylphenol (mixed isomers)	25154-52-3	Y				Y	Y		[^top]
Naphthalene	91-20-3	Y	Y	Y					[^top]
Nickel (and its compounds)	NA - 11	Y	Y	Y			Y		[^top]
Nitrate ion in solution at pH >= 6.0	NA - 17	Y							[^top]
Nitric acid	7697-37-2	Y		Y					[^top]
Nitrilotriacetic acid (and its salts)	139-13-9	Y	Y						[^top]
Nitrobenzene	98-95-3	Y	Y	Y					[^top]
Nitroglycerin	55-63-0	Y		Y					[^top]
Nonylphenol	104-40-5	Y				Y	Y		[^top]
Nonylphenol and its ethoxylates	NA - 20	Y				Y	Y		[^top]
Nonylphenol polyethylene glycol ether	9016-45-9	Y				Y	Y		[^top]
Nonylphenol, industrial	84852-15-3	Y				Y	Y		[^top]
Nonylphenoxy ethanol	27986-36-3	Y					Y		[^top]
o-Dichlorobenzene	95-50-1	Y				Y			[^top]
o-Phenylphenol (and its salts)	90-43-7	Y	Y	Y					[^top]
Octylphenol and its ethoxylates	NA - 21	Y				Y	Y		[^top]
Oxides of nitrogen (expressed as NO2)	11104-93-1	Y		Y			Y		[^top]
p,p'-Isopropylidenediphenol	80-05-7	Y				Y			[^top]
p,p'-Methylenebis(2-chloroaniline)	101-14-4	Y	Y	Y					[^top]

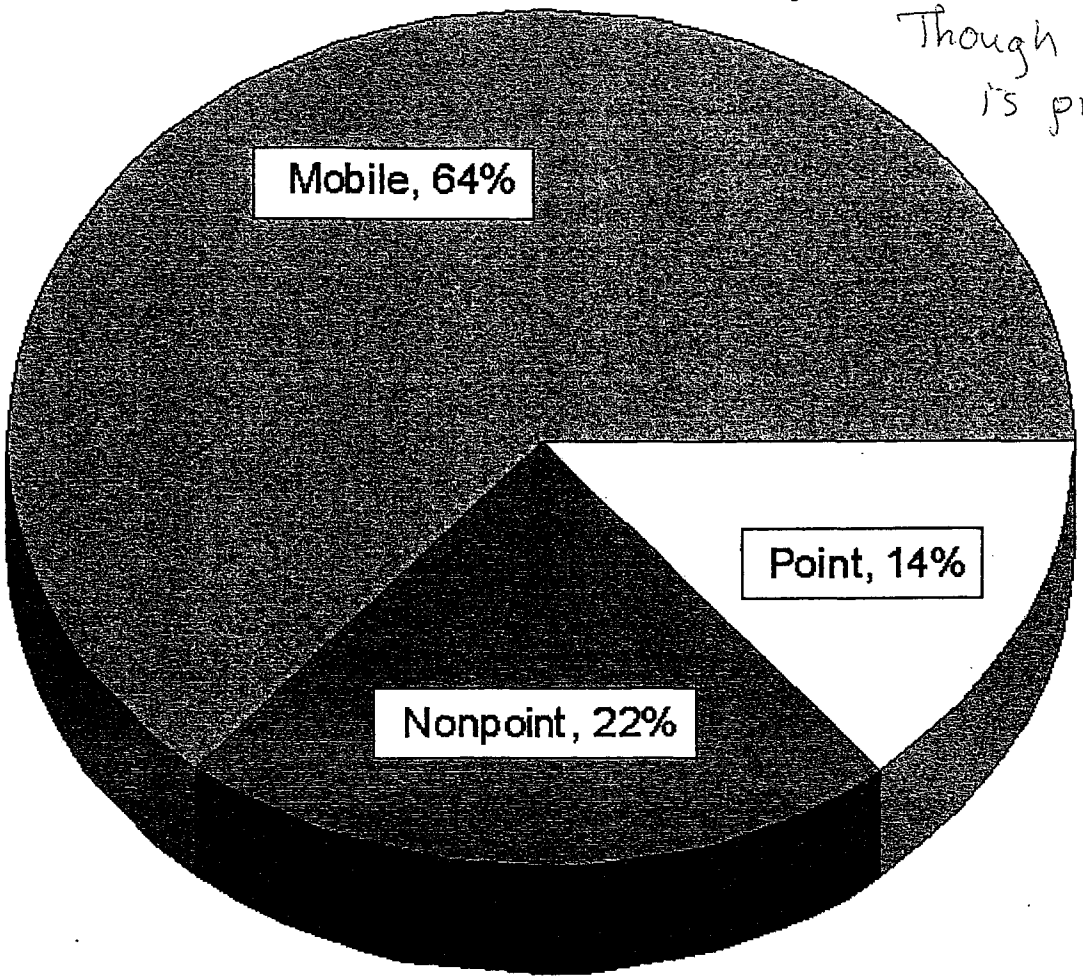
p,p'-Methylenedianiline	101-77-9	Y	Y						[^top]
p-Dichlorobenzene	106-46-7	Y	Y	Y					[^top]
p-Nitroaniline	100-01-6	Y							[^top]
p-Nitrophenol (and its salts)	100-02-7	Y							[^top]
p-Phenylenediamine (and its salts)	106-50-3	Y		Y					[^top]
p-Quinone	106-51-4	Y							[^top]
PAHs, total Schedule 1, Part 2	NA - P/H	Y		Y			Y		[^top]
Paraldehyde	123-63-7	Y							[^top]
Pentachloroethane	76-01-7	Y							[^top]
Peracetic acid (and its salts)	79-21-0	Y							[^top]
Perylene	198-55-0	Y					Y		[^top]
Phenanthrene	85-01-8	Y		Y			Y		[^top]
Phenol (and its salts)	108-95-2	Y		Y					[^top]
Phosgene	75-44-5	Y		Y					[^top]
Phosphorus (total)	NA - 22	Y							[^top]
Phosphorus (yellow or white)	7723-14-0	Y		Y					[^top]
Phthalic anhydride	85-44-9	Y		Y					[^top]
PM - Total Particulate Matter	NA - M08	Y							[^top]
PM10 - Particulate Matter <= 10 Microns	NA - M09	Y		Y			Y		[^top]
PM2.5 - Particulate Matter <= 2.5 Microns	NA - M10	Y		Y					[^top]
Polymeric diphenylmethane diisocyanate	9016-87-9	Y		Y					[^top]
Potassium bromate	7758-01-2	Y	Y						[^top]
Propargyl alcohol	107-19-7	Y							[^top]
Propionaldehyde	123-38-6	Y							[^top]
Propylene	115-07-1	Y		Y					[^top]
Propylene oxide	75-56-9	Y	Y	Y					[^top]
Pyrene	129-00-0	Y					Y		[^top]
Pyridine (and its salts)	110-86-1	Y	Y	Y					[^top]
Quinoline (and its salts)	91-22-5	Y		Y					[^top]
Safrole	94-59-7	Y	Y						[^top]
sec-Butyl alcohol	78-92-2	Y		Y					[^top]
Selenium (and its compounds)	NA - 12	Y		Y					[^top]
Silver (and its compounds)	NA - 13	Y							[^top]
Sodium fluoride	7681-49-4	Y		Y			Y		[^top]
Sodium nitrite	7632-00-0	Y		Y					[^top]
Styrene	100-42-5	Y		Y		Y			[^top]
Styrene oxide	96-09-3	Y	Y	Y					[^top]
Sulphur dioxide	7446-09-5	Y		Y					[^top]
Sulphur hexafluoride	2551-62-4	Y		Y			Y		[^top]
Sulphuric acid	7664-93-9	Y		Y					[^top]
tert-Butyl alcohol	75-65-0	Y							[^top]
Tetrachloroethylene	127-18-4	Y	Y	Y			Y		[^top]
Tetracycline hydrochloride	64-75-5	Y			Y				[^top]
Tetraethyl lead	78-00-2	Y					Y		[^top]
Thiourea	62-56-6	Y	Y						[^top]
Thorium dioxide	1314-20-1	Y	Y						[^top]

Titanium tetrachloride	7550-45-0	Y		Y					[^top]
Toluene	108-88-3	Y		Y	Y				[^top]
Toluene-2,4-diisocyanate	584-84-9	Y		Y					[^top]
Toluene-2,6-diisocyanate	91-08-7	Y		Y					[^top]
Toluenediisocyanate (mixed isomers)	26471-62-5	Y	Y	Y					[^top]
Trichloroethylene	79-01-6	Y	Y	Y		Y	Y		[^top]
Triethylamine	121-44-8	Y		Y					[^top]
Vanadium (except when in an alloy) and its compounds	7440-62-2	Y		Y					[^top]
Vinyl acetate	108-05-4	Y		Y					[^top]
Vinyl chloride	75-01-4	Y	Y	Y			Y		[^top]
Vinylidene chloride	75-35-4	Y		Y					[^top]
Volatile Organic Compounds (VOCs)	NA - M16	Y					Y		[^top]
Xylene (all isomers)	1330-20-7	Y		Y					[^top]
Zinc (and its compounds)	NA - 14	Y		Y					[^top]

Emissions In Red Deer[69] are probably distributed in a similar way to Clevelands

P53

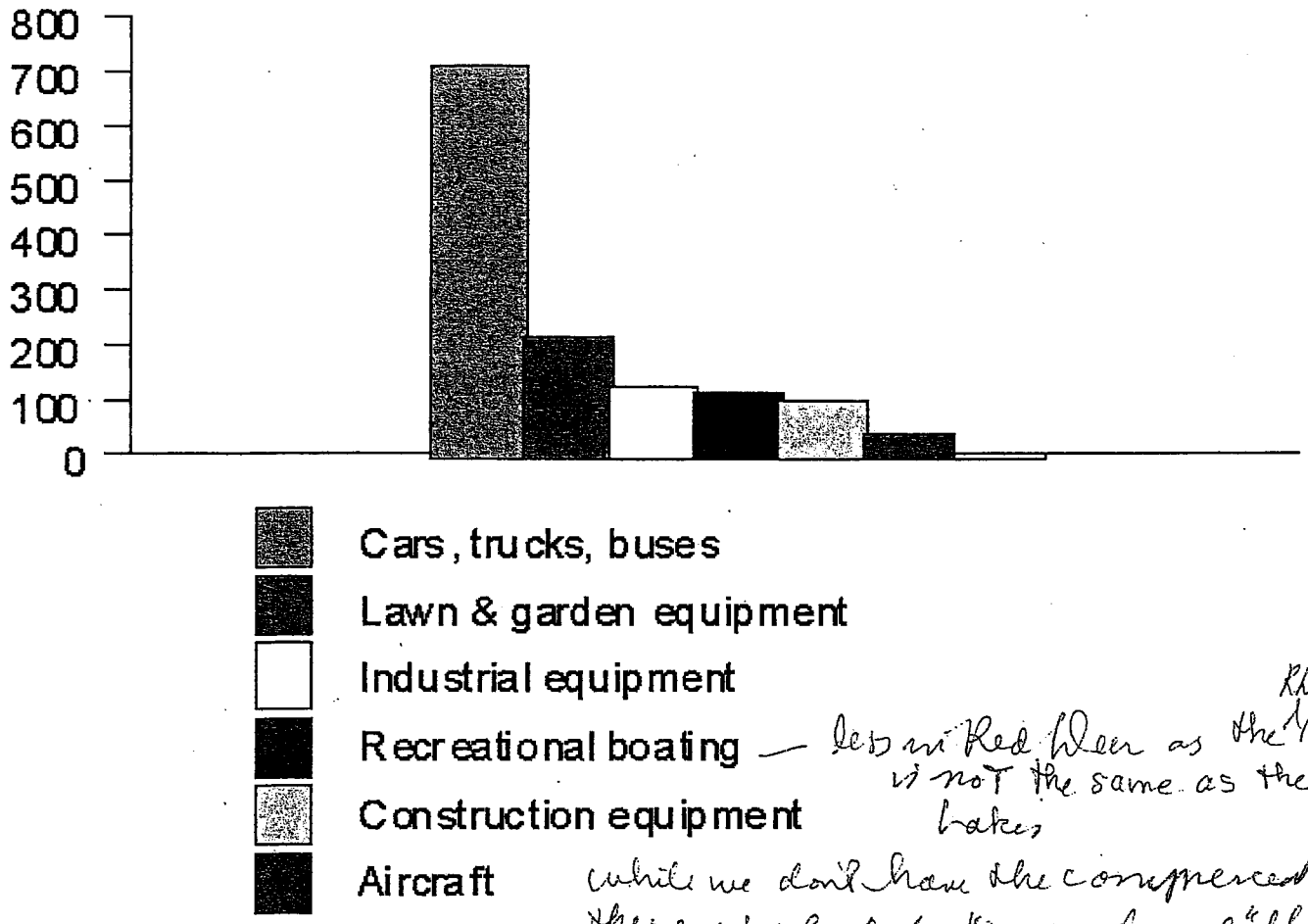
Though the volume is probably less



From:

Cleveland Ohio Clean Air Century Campaign

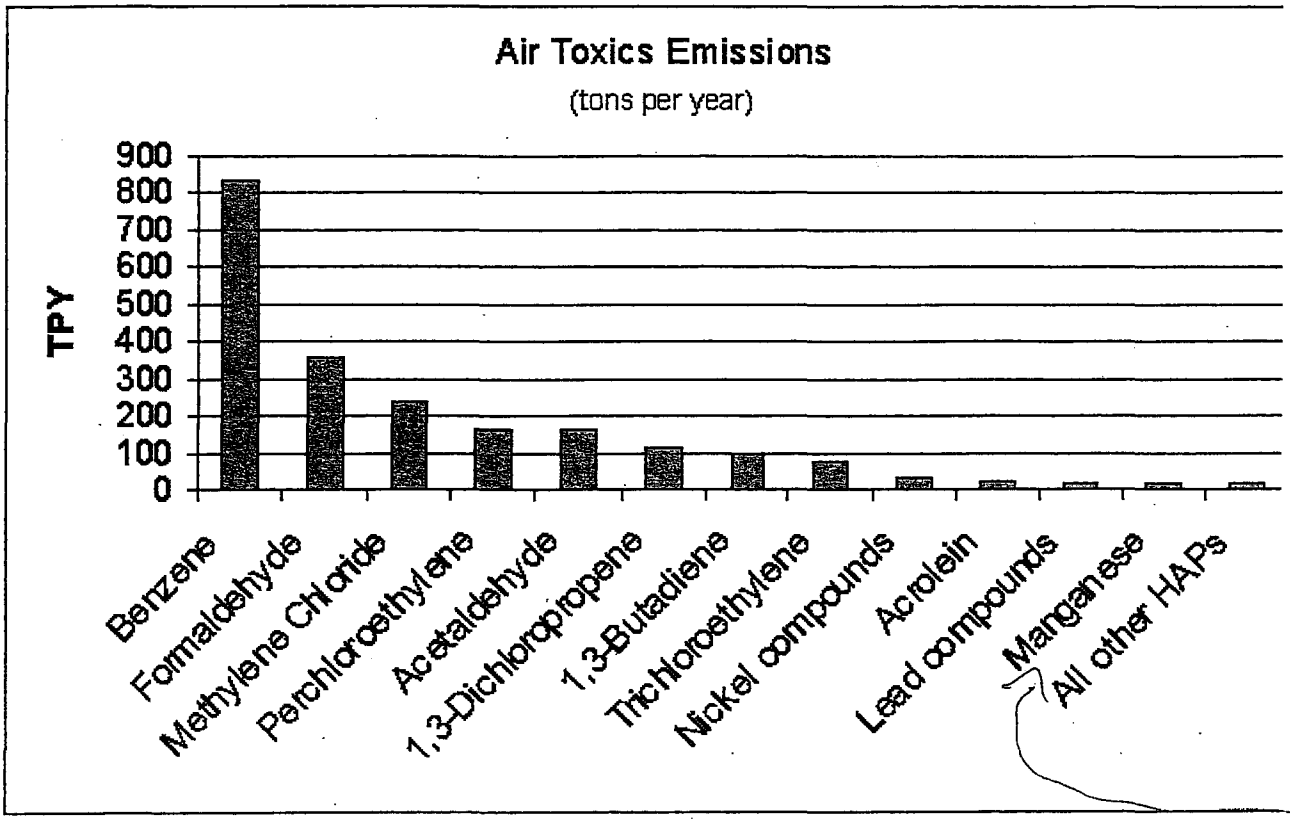
US EPA funded study to demonstrate a new approach to air toxics control and reduction



Lets in Red River as the RR is not the same as the Great Lakes

while we don't have the comprehensive flight there is a lot of "recreational" flying + Medivac chopper flights etc

Mobile source air toxic emissions



Most fossil fuels send out similar emissions except that lead has been removed from fuels in Canada for a longer period of time (but it's also in diesel). MMT is still in our fuels

PETITION

To: The Government of Canada

- Mercury is one of the world's deadliest poisons. It is most harmful to children, especially breastfeeding children.
- The Bush administration in the US has stricter regulations than Canada regarding acceptable levels of mercury.
- Mercury is currently found in a host of household products and yet non-mercury alternatives are readily available.

THIS IS UNACCEPTABLE. I URGE THE GOVERNMENT TO ACT IMMEDIATELY TO REDUCE THE AMOUNT OF MERCURY IN OUR ENVIRONMENT!

Name: _____ Signature: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Please print this petition and fax it to 416-926-1601 or
mail it to Pollution Probe, 402-625 Church Street, Toronto, ON, M4Y 2G1, Canada

POLLUTION PROBE
CLEAN AIR. CLEAN WATER.

Britain: New Proposals for Crematoria

Mercury Abatement

1.0 Introduction

1.1 The AQ1(05) note states that cremation authorities and companies have until 31st December to make final decisions regarding how they will achieve a minimum of 50% reduction in mercury emissions. In early May DEFRA issued a second AQ note namely AQ13(05). This new note places more urgency on the submission of the decisions to local enforcers. This new note states:

> *"This AQ note brought mercury controls into PG5/2(04). One particular provision was that a condition should be included in all permits for existing crematoria which requires the operator to notify the local authority regulator by no later than 31 December whether he/she will be opting for installing mercury abatement equipment or for sharing the cost of abatement fitted by other crematoria. This is the so-called 'burden sharing' system.*
>
> *We did not, however, make clear that we envisaged that* ***this variation should be made as soon as possible after publication of the AQ note****. We realise that most crematoria are operated by the local authorities which regulate them (although the functions tend to be separated even if within the same LA department), and as a result LA regulators may have concluded that there was no rush to insert this condition. However, feedback from operator representatives is that this legally-enforceable condition will help focus operators' attention on the decisions that need to be made.* ***If not enough crematoria have made the decision by the end of this year and a 50% reduction of mercury emissions cannot be demonstrated then, the alternative option of only targeting those crematoria with the highest number of cremations will come into play.*** *"*

1.2 The aim of this paper is to allow you to work through a decision making process that will provide you with the information you require to make the most effective decision for your cremation authority. The advice will include the options available to you, the equipment available to you and the advice available to you in order that you may support the decision.

1.3 The process will be as follows:

a) Identify what the existing DEFRA guidance requires of each crematorium? - *This will include guidance from PG5/2 (04) and additional guidance AQ/1 (05) and AQ13 (05)*

b) Identify what needs to be abated and whether to purchase, lease, or burden share? – *This will include information on CAMEO, details on internal trading within companies and authorities and legal advice the ICCM has received from Counsel. It will also consider the alternative funding options available to crematoria.*

c) What equipment is available on the market and how will this fit my crematorium? – *This will include a comparison table of all the main manufacturer's equipment, indicating its operating process, approximate sizes and budget costs*

1.3 Once the above has been detailed there will be an opportunity for you to assess and summarise the options for your crematorium, or for your cremation service if you operate more than one crematorium. This section will then look at TIMESCALES for the process.

1.4 Effectively, you will have a step by step guide through the minefield of mercury abatement and burden sharing along with the necessary information to put together a report for your members/directors to allow an informed choice on the way forward.

2.0 Existing Guidance

2.1 There are three pieces of guidance that are essential reading to ensure you know what is required of your cremation service. They are as follows:

- DEFRA Process Guidance Note PG5/02 (04) (www.defra.gov.uk/environment/airquality/lapc/pgnotes/pdf/pg5-02.pdf)
- DEFRA Additional Guidance Note AQ1 (05) (www.defra.gov.uk/environment/airquality/lapc/aqnotes/aq01(05).htm)
- DEFRA Additional Guidance Note AQ13 (05) (http://www.iccm-uk.com/downloads/AQ13(05).pdf)

2.2 The above constitute statutory guidance and, in summary, indicate that:

- PG5/2 (04) Provides detailed guidance on the required performance of your cremators and ancilliary equipment. Such detail is important and a copy of the detailed guidance should be considered by professionals within the service. The detail will be incorporated into your equipment by the manufacturers.
- 50% of existing cremations at existing crematoria are to be subject to mercury abatement by 2012
- the government accepts burden sharing as a flexible way of achieving these reductions provided satisfactory evidence is supplied by 31st December 2005 that such an approach will successfully deliver the 50% objective. (please see Section 3 of this guide)

- All crematoria should notify their relevant local authority regulator by no later than 31 December 2005 whether they will opt for fitting abatement equipment or whether they will be sharing the cost of abatement with other crematoria (whether or not owned by the same operator), or whether they will choose a combination of the two approaches. A permit will be issued by the local authority regulator and your ongoing operation will be dependant on the detail contained within your permit. Do not make your report to the regulator too restrictive, keep it as general as possible to leave yourself room to manoeuvre within the basic guidelines.

- The CAMEO burden sharing scheme developed by the FBCA and Cremation Society is mentioned in AQ1 (05) as a scheme which "is designed to spread the cost burden over the duration of the upgrading period". Further details below.

2.3 **CAMEO Scheme** – Latest information from the FBCA is as follows:

- Burden sharing scheme that identifies a 'per cremation' cost/income for those participating in the scheme with payments made by non-abating crematoria, this money then being redistributed to crematoria who abate.

- The 'per cremation' figure is made up of capital, operational and maintenance costs of abatement plant and an element of site works, spread over its operational life.

- As there is no legal requirement to abate until 2013 CAMEO will collate information on authority proposals until then, offering information and support where it can. CAMEO has not arranged to begin dealing with any monies until 2013.

2.4 ICCM have received some concerns over the legality of the CAMEO scheme from its members and have sought Counsel's advice on burden sharing. The advice can be found on the ICCM website (http://www.iccm-uk.com/downloads/Mercury%20Legal%20Opinion.pdf) It should be remembered that this is Counsel's opinion sought on behalf of the membership. Should you wish to consider burden sharing as an option then seek the advice of your own legal department. Also consider your own authority's position on environmental matters and whether improvements in the reduction of air pollution might be part of an overall environmental strategy/policy.

2.5 It should also be remembered that private crematoria are perfectly able to burden share within or without of their own company. Local authorities are clearly able to burden share within their own authority, if they have more than one facility and may be able to effectively trade credits, if they abate over and above the 50% requirement. These credits, given the ICCM Counsel's advice, would only be able to be traded with the private sector. The authority could be seen to benefit in two ways, financially and environmentally and thus would be likely to comply with the

need for positive 'well being' purposes implied by the Local Government Act 2000 and could, therefore, facilitate the power to trade under the 2003 Act.

3.0 Planning and Funding Abatement Equipment

3.1 There are a number of considerations that need to be taken into account before deciding how to proceed:

- To decide on full or part replacement of equipment and timing of replacement
    - *Age and condition of existing cremators – age and condition of the existing cremators is essential in deciding whether all equipment will be replaced or whether abatement equipment will be added to existing equipment. Remember whatever you do maintenance arrangements should be for the complete unit (cremator plus abatement equipment), this may need agreements drawn up and negotiations with suppliers of new equipment and suppliers/maintenance engineers of existing equipment.*
    - *Date of any planned replacement of cremators – there may already be plans to replace cremators check and see how this relates to the abatement programme*
    - *Purchase arrangements on existing cremators – may be purchased with capital, purchased with leased funds. Check and see what the repayment arrangements are and how this relates to the abatement programme.*
    - *Timing of the provision of new equipment, including replacement of existing equipment, will be dependant on thorough investigation of the existing arrangements for and condition of existing equipment. Be thorough or a decision may be regretted at a later stage.*
    - *Environmental strategy/policy of the company/authority.*
    - *Any potential guidance regarding the phasing of installation of abatement equipment that may come from DEFRA or from leading organisations in the industry. AQ 13 (05) currently indicates that if there is insufficient response from crematoria by the end of the year indicating the likely achievement of a minimum 50% abatement by 2013 then they will target the largest crematoria and impose abatement. The level of imposed abatement has not been indicated, but it could be in excess of 50%.*
- To decide on numbers of cremators to abate

- *Number of cremations per annum – essential to consider the capacity of the existing equipment and to consider any trends for the future, whether that may be growth or reduction in the likely number of cremations per annum*

- *Efficiency of current working practices and consideration of alternative arrangements – it is imperative at this stage that managers consider the efficiency of their equipment and working practices. Efficiency of cremators is improved by longer working. This results in less damage to the brickwork and less use of gas a number of issues should be considered:*

    - *It has been stated that abated cremators can be programmed to run faster thus reducing cremation time.*

    - *Is the existing use of the cremators properly managed? For instance are there some days when less cremators can be used than are at present. With proper management perhaps you could manage with fewer cremators, providing yourself with precious space for abatement equipment.*

    - *Are existing working hours utilised at an optimum? Perhaps changes in the staff's working hours could mean that cremators could be operated for longer hours. This combined with the ability to hold cremations over in accordance with the ICCM Guiding Principles for Burial and Cremation, or the FBCA Code of Practice, could provide you with an opportunity to reduce the number of cremators and provide additional space for abatement equipment. Remember to consider any ongoing revenue costs if your staff are shift working. There may be an additional cost to working different hours, however this cost may be reduced via savings on gas, maintenance and capital cost for fewer cremators.*

    - *Efficient management of cremators could also affect the level of abatement you are able to achieve in practice. Whilst abating two cremators may initially suggest achieving 50% abatement. With careful management ensuring that on quieter days only the abated cremators are utilised, you actually be able to achieve far in excess of the 50%.*

    - *Careful consideration of the above could result in the saving of space, the reduction of additional building costs and the resulting substantial reduction in capital costs. You may also find that the different use of you staff may result in better working arrangements from their point of view. Four day working week (longer hours each day) or earlier start to the day rather than working late, both are benefits as far as staff are concerned*

- *Remember to factor in any additional work there may be with the new equipment, e.g the changing of filter material and removal of waste if using the powder injection system.*

- Type, size and cost of available abatement equipment

  - *Type and size of equipment is essential to assess to ensure how the equipment will fit into your existing space or whether you will be involved in any additional building works to facilitate the equipment.*

  - *To assist with a decision on this matter, the ICCM have compiled a table listing the main manufacturers of equipment. Manufacturers have supplied us with the following information and you are advised to contact each of the suppliers independently to assess how their equipment could be installed in your crematorium and at what the specific cost would be for your site. The information below is intended as a guide for managers to be able to begin to prepare reports and make the necessary arrangements and obtain the necessary funding for the work.*

Description	Facultatieve	DFW	Shelton	Furnace Construction
Filter System	**Powder Injection (Pre filter dosing)** – Definitely deals with mercury, dioxins and acid gases. Additional maintenance requirements for staff in handling reagent on regular basis	**Filter Bed** – Definitely deals with mercury & dioxins and acid gases. No major additional maintenance requirements from staff. Reagent handled by contractor every 2000 cremations.	**Powder Injection (Pre filter dosing)** – Definitely deals with acid gases as well as mercury and dioxins. Additional maintenance requirements for staff in handling reagent on regular basis	**Filter Bed** – Definitely deals with mercury & dioxins. No major additional maintenance requirements from staff. Reagent handled by contractor on infrequent basis (4000 cremations)
Elements of System				
Analysis Hardware	#	#	#	#
Heat exchanger/Boiler	#	#	#	#
Hot water recirculation unit (optional)	#	#	#	#
Air blast cooler	#	#	#	#
Dust Filter (cyclone)		#	#	#
Reagent Station	#		#	
Bag Filter Unit	#	#	#	#
Fluidised Reagent Bed		#		#
Approx. Space Requirements (air blast units - external)	Order Time – approx 3mths Installation – 2 to 6 wks	Order Time – approx 3mths Installation – 2 to 6 wks	Order Time – approx 3mths Installation – 2 to 6 wks	Order Time – approx 3mths Installation – 2 to 6 wks
Single Unit (length x width x height)	8550x5000x3700	6500x5000x4500	8550x5000x3700	4500x4500x3500
Double Unit (length x width x height)	Double single size or where roof space is 5m+ 9300x5000x5000	Double single size or where roof space is 5m+ 9300x5000x5000	Double single size or where roof space is 5m+ 9300x5000x5000	Prefer to install one unit per cremator. Will discuss other requirements
Triple Unit (length x width x height)	Treble single size or where roof space is 4.5m+ 11700x6000x4500	Treble single size or where roof space is 4.5m+ 11700x6000x4500	Treble single size or where roof space is 4.5m+ 11700x6000x4500	Prefer to install one unit per cremator. Will discuss other requirements
Approx. Capital Cost of Units (budget cost)				
Single Unit	£250k	£250k	£250k	£250k
Double Unit	£380k	£380k	£380k	£380k
Triple Unit	£425k	£425k	£425k	£425k
Maintenance Costs				
Assume 2000 cremations p.a.	£10-15 per cremation	£10-15 per cremation	£10-15 per cremation	£10-15 per cremation

- Likely additional building costs

    - *If building works are required then take this opportunity to re-assess the requirements of your service. Do you have suitable office space with room to interview the public in private? Do you have sufficient and satisfactory mess room facilities? Do you have disabled access and toilet facilities? There are many questions to ask. This is the time to include other improvements if possible, it will be more cost effective when building works are being carried out on site. You never know, your committee / board might agree.*

    - *What space do you need? Allow for access and space for the ongoing maintenance that will be required for the plant. Ask the manufacturer's about access requirements for maintenance and have this built into the design.*

    - *Involve your architect, technical services department, environmental health and make sure you have the necessary planning permissions if you are going to add to the building.*

    - *Once you know what is going to be required you can then obtain a budget cost and add this to the cost of the equipment.*

    - *Remember to consider there may be a need for more than 50% abatement in the future when considering building costs.*

    - *If you are changing the way in which you operate, you may be considering holding coffins overnight. If so you will need a suitable storage area that is secure, racked and air conditioned at the very least.*

- Maintenance Costs

    - *Included in the above costs are some guideline prices on maintenance. These do not include any additional work required of your staff in the day to day maintenance of the equipment.*

    - *Once again these are guideline costs based on 2000 cremations per annum. You will need to approach the manufacturer for maintenance costs more specific to your operation.*

    - *Make sure that you build additional maintenance costs into your budgets and into your fee structure, you will also need to account for the ongoing cost of the capital investment, whether*

this is the repayment of an operational or finance lease or it is depreciation costs. This will also have an effect on your fee structure post abatement.

- *Should you choose to burden share and not abate, subject to your own legal opinion, then you will need to account for the payments that will need to be made into the burden sharing scheme and, once again take account of these in your fee structure.*

3.2 Phasing the Work

- Obtaining approval and a permit to operate

  - *Do not leave your preparation and reports until the end of the year! If everyone does this the manufacturers will be under severe pressure to provide you with information relevant to your specific site. There may be delays in the processing of reports through committees. (DEFRA has already indicated in AQ13 (05,) that if there is not sufficient evidence of crematoria meeting the 50% target then they will take action and target crematoria for abatement). If everyone leaves their reports to the last minute there is a danger that the matter will be taken out of your hands*

  - *Communicate with other authorities and consider earlier abatement if at all possible. You will need to take into account the issues identified in 3.1 of this guidance but it is important that crematoria work together and consider the phasing of this work both locally and nationally. ICCM remains committed to assist in this process. If the abatement of equipment is all left to the final year manufacturers will not be able to cope and you may find yourself in breach of your permit to operate.*

4.0 Summary

4.1 Do not wait until it is too late. Start planning now! Here's the basic steps

- Check Current Position — May 2005
  - Age and condition of equipment
  - Existing leasing arrangements
  - Any planned replacement
  - Environmental strategy
  - Guidance on phasing
  - Legal position on burden sharing

- Decide on the number of cremators to abate — June 2005
  - No. of cremations per annum
  - Efficiency of current working practices
    - Efficient management of cremators
    - Future trends – more or less cremations per annum?
    - Efficient staff management
    - Consider possible additional workloads of new equipment

- Consider type, size and cost of equipment — June 2005
  - Consider all manufacturers
  - Consider system type – Powder injection or Filter Bed

- Consider building costs — June/July 2005
  - Assess other service needs
  - Consider total building costs
  - Remember additional facilities e.g. storage
  - Remember possible requirements for future abatement

- Consider maintenance costs — July 2005
  - Servicing costs
  - Staff costs
  - Burden sharing costs
  - Fees and charges

- Prepare Report for Management Board — July/August 2005
- Amend report if necessary and submit to relevant committees/cabinet/board/Council — August 2005
- Receive approval or requirement to revise and resubmit report — September/October 2005
- Review/Rewrite/Resubmit reports for final approval — October/November 2005
- Prepare submission to Environmental Health for Permit to Operate — November/December 2005
- DEADLINE 31st DECEMBER 2005

4.2 Timescale is relatively tight depending on the processes you need to meet with to gain approval to identify a future budget that will allow you to comply with the level of abatement you decide is relevant for your facility at a time when it best suits you, prior to 2013.

4.3 Of course it would be relatively easy just to submit a report to be approved now, or at any stage between now and the 31st December simply stating that:

a) You will abate 50% of your existing equipment by December 2012 or
b) You will participate in a burden sharing scheme by December 2012

4.4 This is unlikely to best meet the needs of your service if you have not considered the elements indicated above. Plan for how your crematorium will deal with the need to achieve a 50% reduction in mercury emissions. Will you plan for 100% abatement now or will you aim for 50% in five years time or will you burden share (having obtained further legal advice) in 2012, or perhaps having properly considered all the issues you will carry out a level of abatement and a delivery of service that will suit the individual needs of your facility, your authority/company and your community.

THE CITY OF
Red Deer
Legislative & Administrative Services

Date: **November 8, 2005**

To: **Legislative & Administrative Services Manager**

From: **Environmental Advisory Board**

Re: **Request for Comment on Funeral Homes and Crematoria**

At the November 1, 2005 Environmental Advisory Board (EAB) meeting members reviewed a report regarding the proposed Land Use Bylaw amendment 3156/H-2005, which would allow the operation of crematoria in specific areas within the city of Red Deer. The following motion was passed.

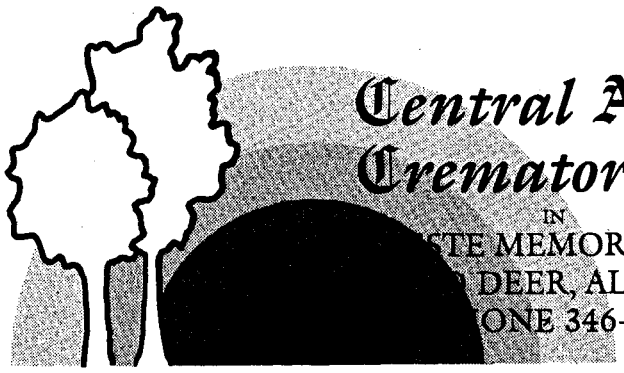
> "***Resolved*** that the Environmental Advisory Board, having considered reports from Parkland Community Planning Services dated September 30 and October 18, 2005, and the request for comment from Council, hereby recommends to Council of the City of Red Deer that, as the Board does not feel they have the expertise or sufficient information to provide educated advice on the issues and/or risks of chemicals and the degree of particulate matter, that is released in the air as a result of a cremation, The City hire an expert in the area of crematoria and their impact on the environment and human health. Such report should also contain, but not be limited to, distance parameters based on topography, winds, etc. provide recommendations on other design issues. Further, that research be done on the availability of cremation units (retorts) with 0% emission technology and the viability of such technology in today's market. Sources of information to be unbiased regarding the industry."

The above is submitted for Council's consideration.

Carol Craig, Chairperson
Environmental Advisory Board

/lk

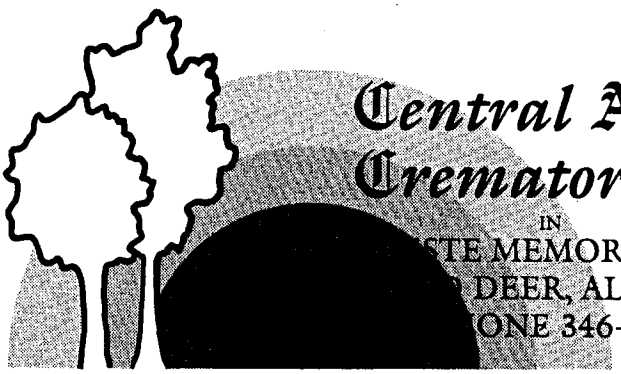
c Public Works Manager
PCPS Planning Assistant



November 3, 2005

To Whom It May Concern:

This letter is intended to give interested parties some in depth information on Crematoriums and how they operate. I will start by giving you some information about myself. My name is Randy Oleksuik and I am currently manager at the Central Alberta Crematorium. I have been employed with them for 10 years and have gained a considerable amount of knowledge and experience. I am also a certified Cremationist and was certified by Industrial Equipment & Engineering out of Florida in 1997. The Central Alberta Crematorium is located in the Alto Reste Cemetery approximately 3 kilometers east of the City of Red Deer. Our equipment and cremator was manufactured by IE&E. They are the largest and most common cremator manufacturer in North America. We use some of the most up to date equipment and have it serviced by a factory trained technician on a yearly basis. We fully rebuild the cremator when needed, usually every 4 to 7 years depending on the amount of cases or bodies that have been cremated. The cremator is a brick oven that has a high temperature concrete floor and roof and fire brick lining the walls. It has 2 chambers, the cremation chamber and the afterburner chamber. The cremation chamber is where the body and casket is cremated and the afterchamber is where all the smoke, odor, particulates and flyash are directed to reburn before exiting the stack. In most cases the afterburner will keep up but there are times when it can't. One time when it couldn't keep up in December of 2002, there was a lot of black smoke, odor and flames coming out of the stack, somebody had obviously complained and called the County of Red Deer Fire Department. I guess this is a more common event in the larger cities as they sometimes have onsite crematoriums that are in high traffic or partial residential areas and usually have no designated or certified operator. There can be a lot of variables into which will give you a good clean burn or a high polluting burn. Some of the variables can be operator error, operator with no experience, cremator controls adjusted wrong, large bodies, large caskets, bodies with large fat content, etc. By adding some of these variables to a hot cremator will cause a large amount of black smoke and pollutants to exit the stack. After 10 years of experience I can mostly tell which bodies or caskets will smoke and try my best to minimize the outcome, however most of the time there is nothing I can do except let it burn down by it self. Just like any fire there is ash and we call it flyash it is small ash released in the air just



Central Alberta
Crematorium
IN
STE MEMORIAL GARDENS
DEER, ALBERTA
ONE 346-8585

like from a campfire. There have been times it has been all over my car from being parked beside the Crematorium or I have had to sweep it off the front entrance of the building. Because we are burning wood and metal caskets that can include up to 200 pounds of wood or metal, hinges, varnishes, clothing, glue, solder, etc. and not to mention a 125 to 400 pound deceased body, there are no guarantees. For this reason I have heard that the Province of Ontario doesn't allow cremators outside of cemeteries. Unfortunately in the Province of Alberta it isn't mandatory to have a licensed designated cremator operator and therefore Funeral Homes are open to use uncertified operators with no or little experience or training. Therefore I think these problems and complaints will occur more often. In my opinion for the most part I would say 90% of the time The Central Alberta Crematorium runs clean... smoke and odor free. We have been in operation since 1987 and are still operating smoothly with room to grow and to continue to service the needs of Central Albertans.

Thank You,

Randy Oleksuik

Report Submitted Previously to the October 11, 2005 Council Meeting

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **October 4, 2005**

TO: **City Council**

FROM: **Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/H-2005**
Funeral Homes and Crematoriums

History

At the Monday, September 12, 2005 Council Meeting, first reading of Land Use Bylaw Amendment 3156/H-2005 was introduced by Councillor Hughes and seconded by Councillor Veer. Prior to voting on first reading of the bylaw amendment, a tabling motion was introduced and passed. This item was tabled for up to four weeks to allow Administration to review and report back to Council on several issues that required clarification.

A copy of the report from Administration is attached along with a revised copy of Land Use Bylaw Amendment 3156/H-2005.

Recommendation

1. That Council pass a motion to lift from the table consideration of first reading of Land Use Bylaw Amendment 3156/H-2005.
2. Council may:

   (a) Proceed with voting on the original Land Use Bylaw Amendment 3156/H-2005, or
   (b) Withdraw first reading of the original Land Use Bylaw Amendment 3156/H-2005, or
   (c) If the original bylaw is withdrawn:

      (i) take no further action, or
      (ii) consider first reading of the revised Land Use Bylaw Amendment 3156/H-2005.

Kelly Kloss
Manager

CHAPMAN RIEBEEK

Barristers & Solicitors

NICK P. W. RIEBEEK*
T. KENT CHAPMAN*
LORNE E. GODDARD*, Q.C.
GAYLENE D. BOBB
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**Denotes Student-at-Law

Your file:
Our file: LUB – NPR
Writer's direct email: nriebeek@chapmanriebeek.com

September 21, 2005

City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Kelly Kloss
Legislative & Administrative
Services Manager

Dear Sir:

RE: Land Use Bylaw Amendment pertaining to Funeral Homes and Crematoriums

At the regular meeting of Red Deer City Council on September 12, 2005, a report relative to the above and associated bylaw amendment was considered by Council. Council had several questions and, accordingly, rather than proceed with first reading the matter was tabled so that Council could be provided with additional information and a number of the questions raised answered.

This letter is to provide further background to Council and to answer some of the questions and address various of the issues raised at that time.

Background

Currently, while in our Land Use Bylaw, a funeral home is one of the uses listed under the definition ***"Commercial Service Facility"***, a funeral home is not defined. Commercial Service Facility is a permitted use in districts C1, C1A, C4 and with certain limitations in C2 and is discretionary in district C3, with certain limitations.

By contrast "Crematorium" is a definition in our Land Use Bylaw, but is "orphaned" in the sense that other than in the definition section crematoriums are not referred to at all and are not shown as either a permitted or discretionary use in any district. Accordingly, in the context of historical agreement with regional funeral homes, it has been understood that no crematorium facilities are permitted within the City of Red Deer.

Over time, the structure of the Land Use Bylaw as it pertains to crematoriums and funeral homes has become awkward in that industry practices appear to have gone in the direction of providing more all inclusive services including cremations within establishments that historically would be considered funeral homes.

Accordingly, it may be that at this time Council should consider amending the Land Use Bylaw to clarify both definitionally and from a use perspective, those provisions applying to crematoriums and funeral homes; either to permit or not.

Previous Overview of Statistics relative to Crematoriums within other Communities

The following information pertains to a review that was done in 1999 when this matter was debated by Council in the context of a development which had occurred within the City of Red Deer. This information, accordingly, is somewhat dated, however, for purposes of this review I believe may be of some assistance to Council.

City of Edmonton

Crematoriums have been operating within Edmonton since the early 1970s. While as of 1999 none were located within residential areas a number were located in downtown and in industrial areas. The City of Edmonton does not have statistics regarding complaints regarding crematoriums but indicated that crematoriums were not a problem and if others were proposed, assuming it to be a standard crematorium, they would see no issues.

City of Medicine Hat

In 1999 Medicine Hat had two crematoriums which were built in the mid 1990s one is located in a light industrial area and the other at a cemetery located close to the outskirts of the City as they then were.

City of Lethbridge

In 1999 had three crematoriums, the first one being built in 1993, which was contained within a funeral home in the commercial area on the edge of town. The second one was built in 1994 within a cemetery and the third was built in 1996 within a funeral home in the downtown core. In Lethbridge, a funeral home is a discretionary use in both general commercial downtown and highway commercial and their definition of a funeral facility provides that a crematorium may be incorporated in such. It was the view of the City of Lethbridge that, if the crematorium is operating properly there is no smell, smoke or other nuisance to the public at large.

City of Calgary

In 1999 there were 8 crematoriums in Calgary. Their construction began in the late 1970s. They are all located in general commercial districts as a discretionary use. Accordingly, communities permit some form of crematorium within the community, however, generally these are restricted to commercial and industrial districts.

More Recent Review of Funeral Homes and Cremation Facilities

The following represents an excerpt edited from the professional report prepared by Professor Fred Laux, who is an expert in planning law and practise in Alberta. Professor Laux provided an analysis and summary that elaborates on the above earlier overview of communities.

Professor Laux states as follows with respect to **Edmonton**. He states that in the City of Edmonton relevant permits have been issued most recently in 1999 for the use funeral services, which combines funeral home and crematory. He states that this use is permitted in the general business district and a discretionary use in the low intensity business district of the City of Edmonton. As well as the commercial office district and the commercial mixed use district.

With respect to **Calgary**, Professor Laux states that there are now seven combined funeral homes and crematoria. He adds that their Land Use Bylaw lists a funeral home as a discretionary use in C2 and C3 commercial districts. Funeral home includes the carrying out of cremations where not more than one cremation chamber is provided.

He states that in **Sherwood Park (Strathcona County)** a permit has been issued for a combined funeral home and crematory and that the same applies to **Lethbridge, Medicine Hat**, and **Grande Prairie**. In **Grande Prairie** the use is permitted in the commercial shopping precinct district, in the commercial downtown mixed use district, and in the downtown redevelopment direct control district. In **Medicine Hat** this is permitted in the general commercial district, a discretionary use in the C4 downtown commercial district and a permit has been issued relative to the C3 general commercial district.

Professor Laux states that in both **Camrose** and **Wetaskiwin** development permits have been issued allowing the adding of cremators to existing funeral homes. In each case this appears to have been in the C1, C2 and C3 districts.

Additional communities where this combined use has been permitted as either a discretionary or permitted use, according to Professor Laux, are **Lloydminster, Rocky Mountain House, Innisfail** and **Bon Accord**.

Specific Questions Raised by Council

At the September 12, 2005 Council hearing Councillors raised specific issues, which I would now like to address.

Mayor Flewwelling questioned whether the City has the right to ban this use (crematoriums) completely in light of other court decisions vis-a-vis property rights.

Section 640 of the *Municipal Government Act* states that a Land Use Bylaw may *prohibit* or regulate and control the use and development of land and buildings in a municipality.

Accordingly, it appears that specific uses may be prohibited. However, it is clear that such prohibition would need to be in accordance with planning principles and guidelines. It is supportable to ensure that the Land Use Bylaw essentially segregates incompatible uses.

In Red Deer we have historically worked with Red Deer funeral homes to develop a crematorium facility at the Alto Reste Cemetery. Existing funeral homes essentially located and built their facilities in this planning context, namely, they would share the Alto Reste's facility and not provide for cremations within Red Deer. As a result of this, the City has entered into a long term lease agreement with the Alto Reste "group" reflecting the agreement and understanding.

Accordingly, on this point in summary, one can state that the *Municipal Government Act* permits the Land Use Bylaw to prohibit the use of land within a municipality. Absolute prohibition is possible, but should be supported by planning rationale, which may include historical patterns of use as enunciated above.

Recommendation

If City Council chooses to consider amending the Bylaw to allow cremation within the City of Red Deer, then I would recommend consideration of the attached amended Bylaw.

Yours truly,

NICK P. RIEBEEK
NPR/vjh
Enclosure
c.c. Kelly Kloss
c.c. Norbert Van Wyk
c.c. Bryon Jeffers
c.c. Colleen Jensen
c.c. Martin Kvapil

Revised Bylaw

BYLAW NO. 3156/H-2005

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, IN THE PROVINCE OF ALBERTA, ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended as follows:

1 By deleting from Section 2, the definition "Crematorium" in its entirety and replacing with the following:

"**Crematorium**" means an establishment the only business of which is to conduct cremations and may not conduct the business of a Funeral Home as defined in this bylaw"

2 By adding to Section 2 the following new definition:

"**Cremation**" means the reduction of the human body to ashes by heat."

3 By adding to Section 2 the following new definition:

"**Funeral Home**" means an establishment which must provide for the arrangement of funerals, the holding of funeral services, the preparation of the dead for burial or cremation and which may as an ancillary use carry out cremations. The number of cremation chambers in a Funeral Home however is limited to one (1)."

4 By amending the definition of "Commercial Service Facility" by removing therefrom the words "Funeral Home".

5 By adding the words "Funeral Home" as a discretionary use in Districts C1, C1A and C4.

6 By adding the word "Crematorium" as a permitted use in District I1.

7 By adding the following section:

68.1 **Cremation**

The use of a crematorium, retort or cremation chamber must not result in any noise, odor, smoke or other nuisance which emanates beyond the boundaries of the premises on which the use takes place.

8 In all other respects, Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2005
READ A SECOND TIME IN OPEN COUNCIL this	day of	2005
READ A THIRD TIME IN OPEN COUNCIL this	day of	2005
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2005

MAYOR

CITY CLERK

KLAND
COMMUNITY
PLANNING
SERVICES

Report Submitted Previously to the September 12, 2005 Council Meeting

e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: September 2, 2005

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Martin Kvapil, Planning Assistant

RE: **Land Use Bylaw Amendment No. 3156/H-2005**
Funeral Homes and Crematoriums

Introduction

Presently, the City's Land Use Bylaw (LUB) does not fully address crematoriums and funeral homes within Red Deer. In particular, the LUB does not address the issue of retorts or cremator units within funeral homes. As well, the LUB does not define what constitutes a funeral home or a cremation facility. City Administration wishes to address and clarify these issues. This proposed amendment would make clear 1) the distinction between a crematorium and a funeral home, 2) the use of retorts within funeral homes, and 3) the LUB districts in which these activities may be listed as permitted or discretionary uses.

The City's LUB does not contain a definition for funeral homes. Funeral homes are currently accommodated within the "Commercial Service Facility" definition. As a commercial service facility, a funeral home (without a retort) may be accommodated within the C1, C1A, C2 and C4 Districts. The LUB does contain a definition for crematoriums, as follows:

> ***"crematorium"*** *means an establishment with one or more cremation chambers used only for the reduction of the human body to ashes by heat and where funeral services will not be permitted to be conducted.*

Parkland Community Planning Services (PCPS) has investigated the development impacts of crematoriums within existing funeral homes in order to determine compatibility with adjacent land uses. Crematoriums within Calgary and Rocky Mountain House were studied.

Land Use Bylaws in Other Municipalities

The City of Calgary Land Use Bylaw defines funeral homes and crematoriums as follows:

> ***"crematorium"*** *means an establishment with one or more cremation chambers used for the reduction of the human body by heat and the keeping of human bodies other than in cemeteries, related funeral services to include the preparation of the dead, arranging and direction of funerals, and may include mausoleums and columbariums;*

> ***"funeral home"*** *means an establishment for the arrangement of funerals, the preparation of the dead for burial or cremation, the holding of funeral services and the carrying out of cremations, where not more than one cremation chamber is provided.*

The Town of Rocky of Mountain House Land Use Bylaw defines the same terms as:

> ***"crematorium"*** *means an establishment with one or more cremation chambers used only for the reduction of the human body to ashes by heat and where funeral services will not be permitted to be conducted;*
>
> ***"funeral home"*** *means a business establishment where the bodies of the dead are prepared for burial or cremation, and where funeral services can be held.*

Calgary's land use bylaw allows for funeral homes (with one [1] retort unit/cremation chamber) as a discretionary use within the C2 and C3 districts, which provide for a wide variety of moderate to high intensity retail commercial and personal service uses. As permitted uses, crematoriums are allowed within the I1 and I2 districts, which provide for business parks and general light industrial uses that would not adversely affect surrounding non-industrial uses. Calgary further allows for crematoriums as a discretionary use within its (Agricultural and Open Space) District and PE (Public Park, School and Recreation) District in conjunction with a cemetery use. All of the cremation operations within Calgary are accommodated within commercial districts, with the exception of one within an industrial area.

Within Rocky Mountain House's land use bylaw, funeral homes are discretionary within the R-2 residential district. Rocky Mountain House has one funeral home with a cremation unit within this district. This district provides for medium density residential development with a mixture of housing types and complementary uses.

Issues & Concerns

Primary concerns with the operation of cremation facilities are the possible emissions of odour and smoke.

Visible emission, such as smoke, is particle matter which has traveled through the cremation equipment and afterburning unit without being completely consumed. Based on the cremations observed, the particle matter was contained within the equipment, as no smoke was evident outside the operations.

During the observed cremations, no odours associated with the operations were evident from the outside of the businesses. A gaseous odour was evident inside the Rocky Mountain House retort unit, however, only during a cremation while the door of the chamber was opened. The odour is similar to that of a large commercial oven or kiln being ignited, or any other similar machinery fueled by natural gas.

The observed Calgary crematorium, Leyden's Funeral Home, performs a process different to that of the funeral home in Rocky Mountain House, in that the chamber door is not required to be opened during a cremation process. At a specific time during the process, the chamber door may be opened in order to perform "raking". Raking is done in order to agitate and rearrange large cremains, which allows for a quicker cremation; however, frequent opening of the door will result in additional operating stress on the cremation unit. As well, any opening of the chamber

door allows for the opportunity of excess oxygen to enter the chamber and, as a result, the possibility for evidence of exterior smoke.

The operators of both observed cremation facilities stressed the importance of equipment maintenance and staff certification, to perform the cremation procedure, in order to achieve an environmentally-safe process.

No other planning impacts, such as noise, traffic or parking issues, are generally observed in association with cremation operations.

Consultation

Planning and development staff from both of the studied municipalities were consulted in order to gather background information and any concerns of existing or proposed cremation facilities and as well to collect any further requirements that the municipalities may have of an applicant. Furthermore, residents and business owners adjacent to the observed cremation facilities were consulted in order to determine any concerns. Neither municipal staff, adjacent residents nor commercial tenants expressed any nuisance-related concerns regarding the subject funeral homes.

As part of the consultation process, the intent of the draft land use bylaw amendment was referred to the four prominent funeral service businesses in Red Deer. As well, a referral was mailed to adjacent residences where these funeral home businesses are located within commercial districts. No comments were received from residential landowners. Comments were received from all of the referred business operators. All of the listed businesses are contained within commercial land use districts, with the exception of one, which is located within the R-3 Residential (Multiple Family) District (approved as a discretionary use under a prior land use bylaw).

One funeral home opposed the intent of allowing for cremation operations within commercial districts for the reason that most commercial districts are adjacent to residential uses. A second operator opposed the intent of the draft bylaw amendment based on non-land use factors, citing unfair business disadvantages as the reason of opposition. The third response supported the intent of the draft bylaw in order to allow funeral homes the opportunity to cater to the market demands of cremation services. The final response indicated an objection to businesses identifying themselves as containing a crematorium, when in fact cremation services are provided off-site. It was indicated that this type of identification/signage may be misleading to clients who assume that any deceased will remain on-site at all times.

Presently, all of the referred businesses utilize cremation services outside the city of Red Deer.

Planning Analysis

As detailed in this report, Planning staff conducted extensive research into the operations and impacts of crematoriums. Based upon the research of 1) the planning practices of other municipalities, such as Calgary and Rocky Mountain House, 2) the industry's ability to manage any environmental impacts associated with the operating procedures, 3) the absence of other planning impacts, it can be demonstrated that there are opportunities to successfully allow crematoriums within the city without negative impacts. Furthermore, consultation with adjacent residents and business owners near funeral homes allowing cremations has identified no concerns with operations of crematoriums on adjacent sites.

Based upon these findings, it appears that funeral homes with cremation facilities can be located within commercial or business districts without adverse impacts on the surrounding land uses. Therefore, PCPS is proposing that cremation facilities be allowed to be considered as a land use within the City of Red Deer Land Use Bylaw. It is recommended that funeral homes be listed as a discretionary use within the downtown/city centre commercial (C1, C1A) and major arterial commercial (C4) districts and crematoriums be listed as a discretionary use within the I1 Industrial (Business Service) District. As mentioned, the staff of funeral homes stress the importance of proper operational procedures. By listing cremation operations as discretionary uses, the development authority would have the opportunity to consider any proposed operation to ensure it is to be developed with equipment and facilities of appropriate efficiency.

Recommendation

Considering the above report, Parkland Community Planning Services recommends that City Council proceed with first reading of Land Use Bylaw Amendment No. 3156/H-2005.

Martin Kvapil
PLANNING ASSISTANT

Original Bylaw

BYLAW NO. 3156/H-2005

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, IN THE PROVINCE OF ALBERTA, ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended as follows:

1 By deleting from Section 2, the definition "Crematorium" in its entirety and replacing with the following:

> "**Crematorium**" means an establishment with two (2) or more cremation chambers/retorts."

2 By adding to Section 2 the following new definition:

> "**Cremation**" means the reduction of the human body to ashes by heat."

3 By adding to Section 2 the following new definition:

> "**Funeral Home**" means an establishment for the arrangement of funerals, the holding of funeral services, the preparation of the dead for burial or cremation and the carrying out of cremations. The number of cremation chambers/retorts in a Funeral Home is limited to one (1)."

4 By amending the definition of "Commercial Service Facility" by removing therefrom the words "Funeral Home".

5 By adding the words "Funeral Home" as a discretionary use in Districts C1, C1A and C4.

6 By adding the word "Crematorium" as a discretionary use in District I1.

7 By adding the following section:

> 68.1 **Cremation**
>
> The use of a crematorium or retort must not result in any noise, odor, smoke or other nuisance which emanates beyond the boundaries of the premises on which the cremation takes place.

8 In all other respects, Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2005
READ A SECOND TIME IN OPEN COUNCIL this	day of	2005
READ A THIRD TIME IN OPEN COUNCIL this	day of	2005
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2005

MAYOR

CITY CLERK

Comments:

We agree that Council proceed with first reading of the Revised Land Use Bylaw Amendment. A Public Hearing would be held on Monday, November 7, 2005 at 7:00 p.m. during Council's regular meeting.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

Item No. 3 **Original Bylaw**

BYLAW NO. 3156/H-2005

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

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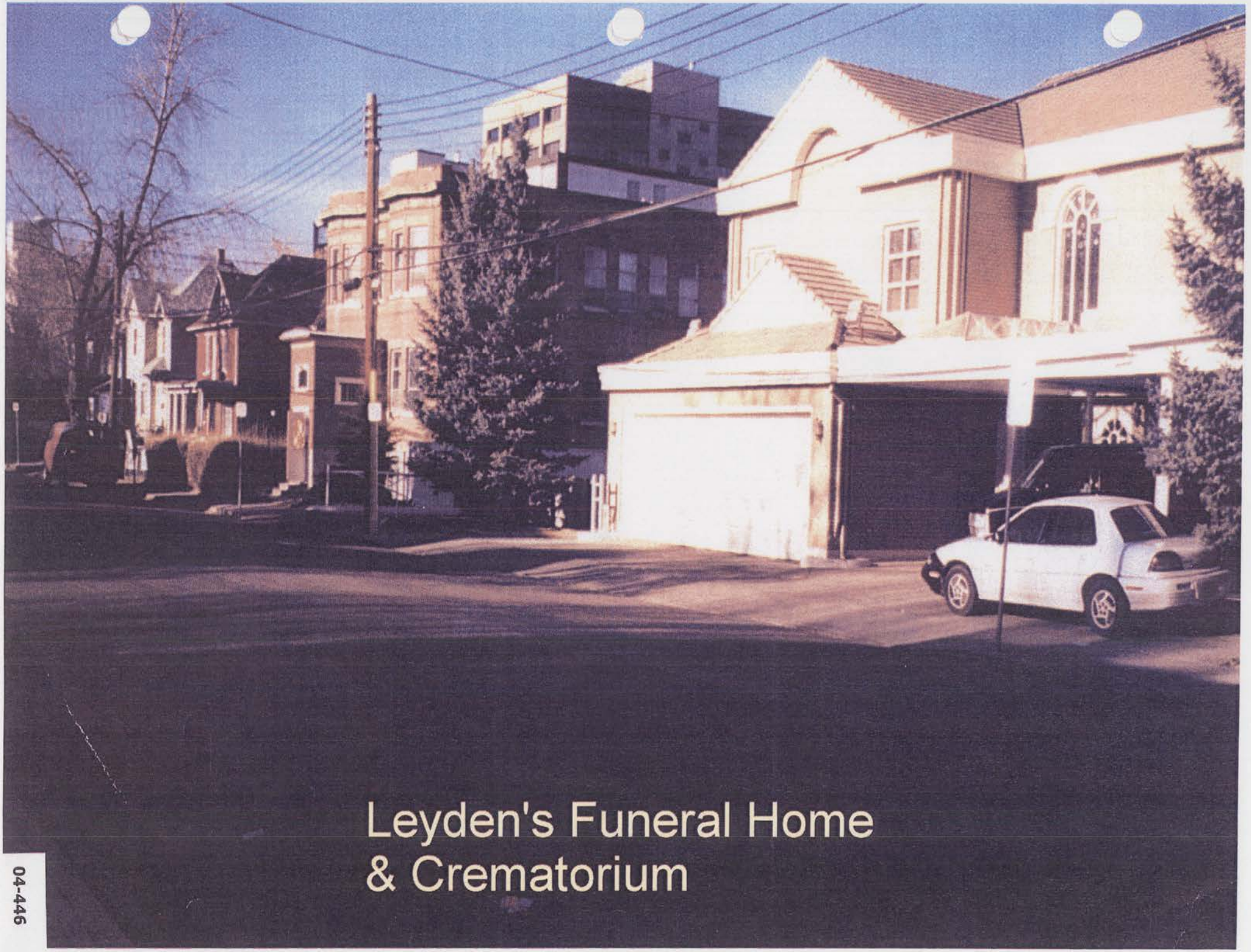
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2005

MAYOR

CITY CLERK

Submitted
Jan 16, 2006
By Mitch Thomson

PARKLAND FUNERAL HOME AND CREMATORIUM



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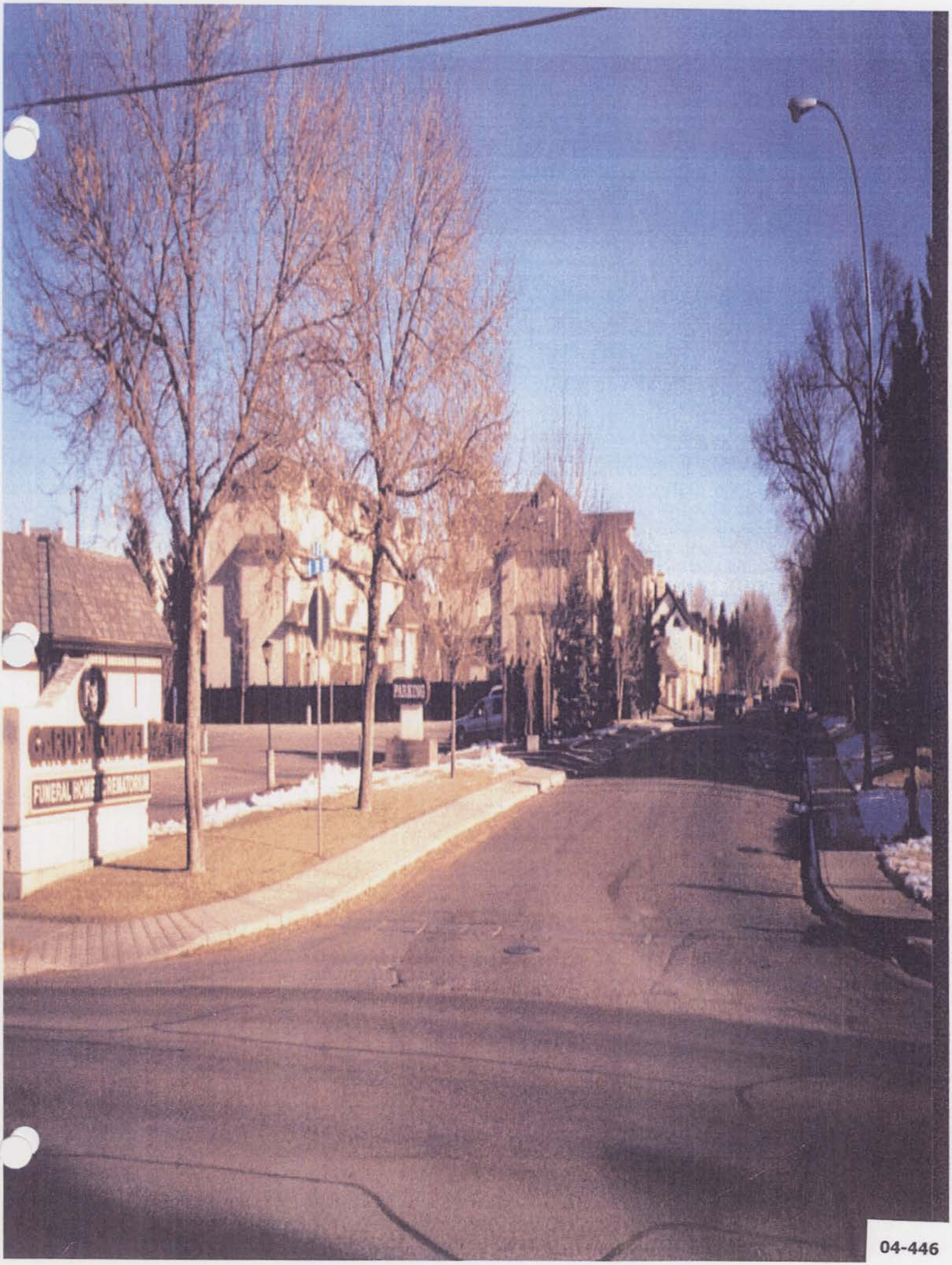

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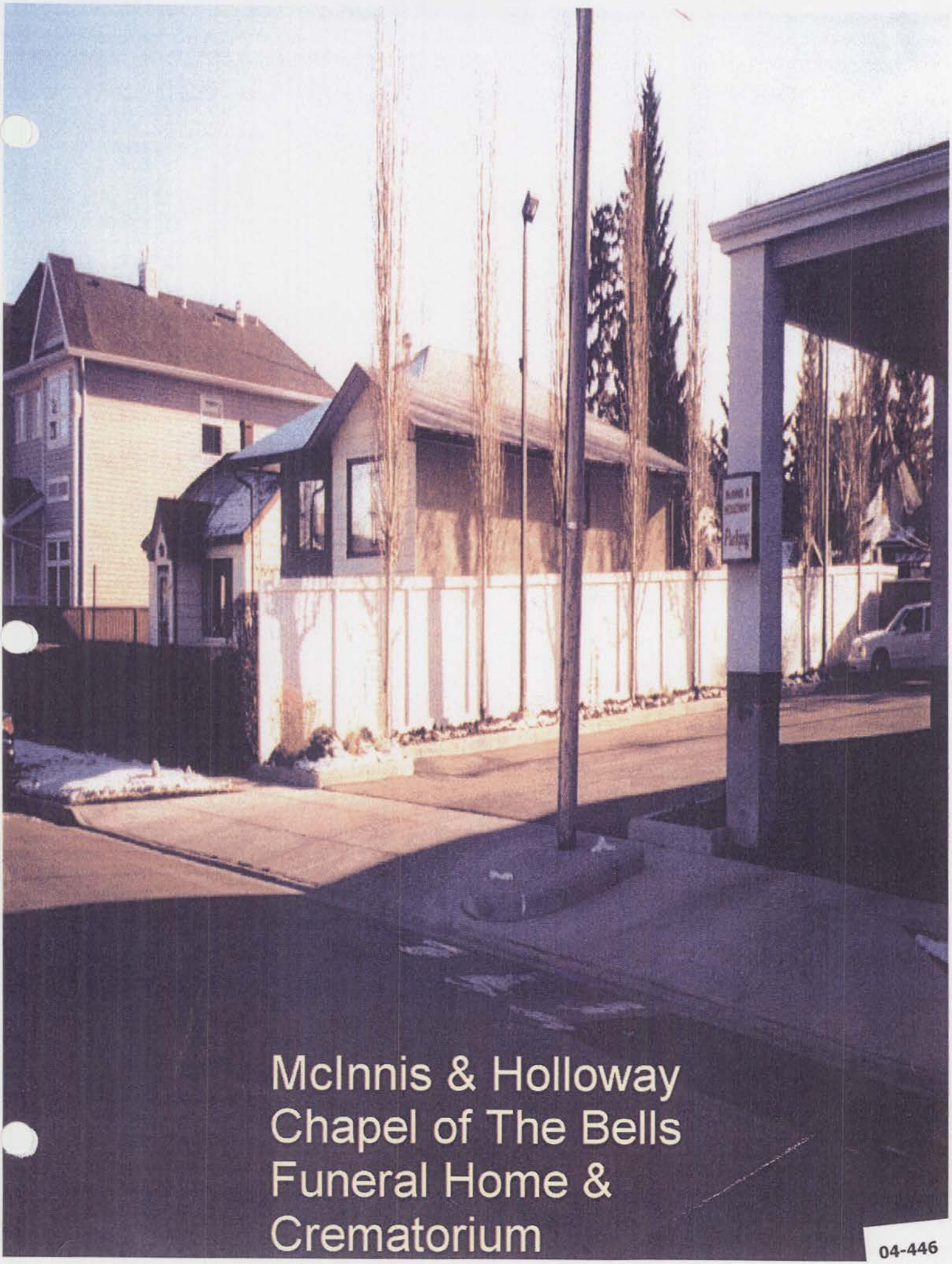
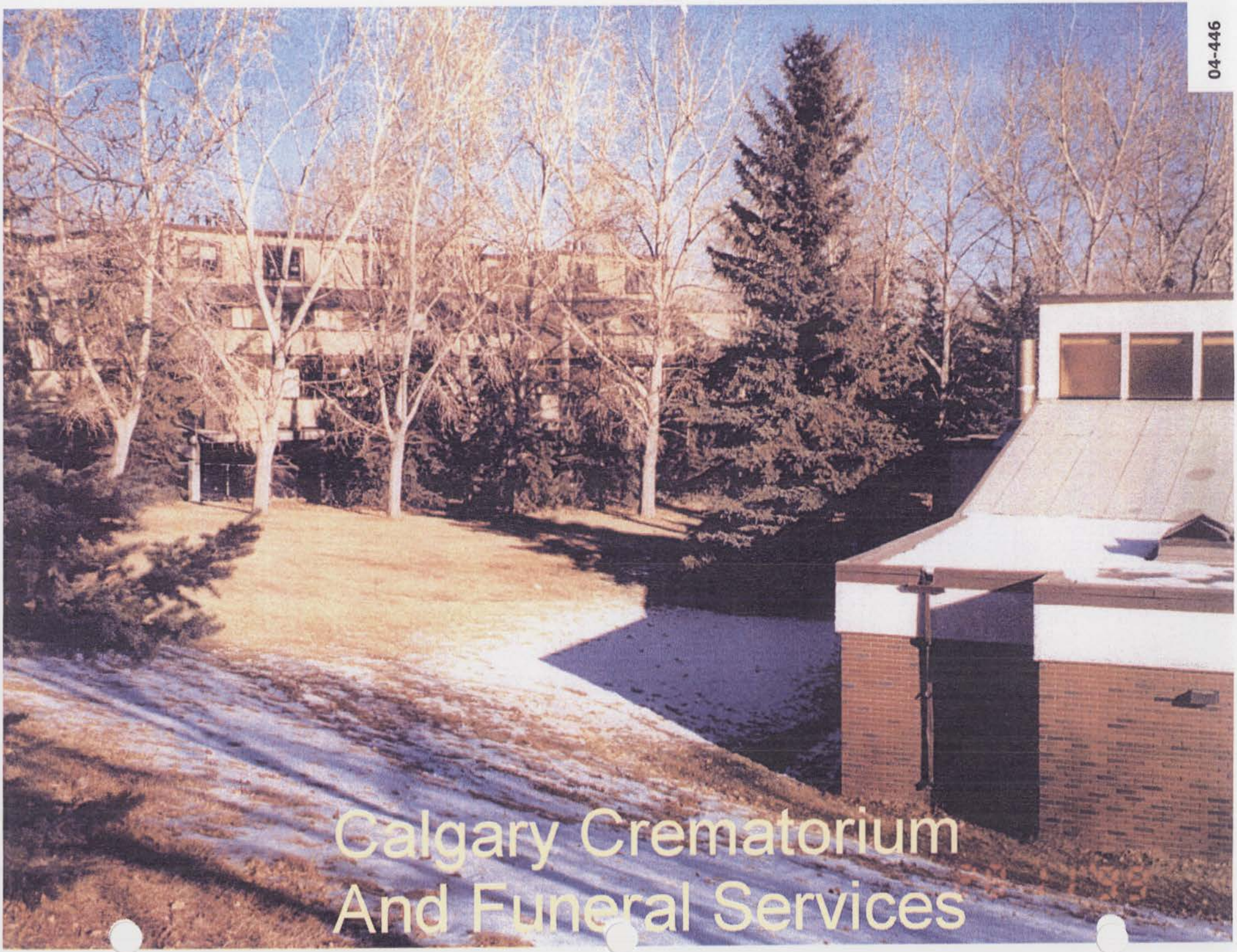

McInnis & Holloway
Chapel of The Bells
Funeral Home &
Crematorium



04-446

Webmaster@parklandfuneralhome.com

From: "Tony Fernandes (AENV)" <Antonio.Fernandes@gov.ab.ca>
To: <mitch@parklandfuneralhome.com>
Sent: Wednesday, December 14, 2005 4:11 PM
Subject: FW: Approvals and Emission Standards for Crematories

> Mitch,
>
> Crematories are regulated under the Cemeteries Act and the Crematory
> Regulation. The burning (incineration) of human bodies at a crematory that
> is licensed under the Cemeteries Act is exempt from authorizations under
> the Environmental Protection and Enhancement Act. Specifically, these
> units are exempt from registration pursuant to the Code of Practice for
> Small Incinerators. However, this Code might be useful as a reference.
>
> In terms of emission standards, the design, construction, and operation of
> a crematory must respect the emission standards set in the Substance
> Release Regulation. This regulation as well as the Code of Practice
> mentioned above is available at http://www.qp.gov.ab.ca/index.cfm. In
> terms of qualified consultants able to conduct an assessment of the
> crematory emission vis-à-vis environmental requirements please contact the
> Environmental Services Association of Alberta toll-free at 1800 661 9278
> or visit their web site www.esaa.org.
>
> More specific information and application forms for a license can be
> obtained by contacting the Alberta Funeral Services Regulatory Board at
> http://www.afsrb.ab.ca. This Board administers the Cemeteries Act and
> associated regulations.
>
> Tony Fernandes, P.Eng.
> Environmental Policy Branch
> Science and Innovation, Technology
> Phone: 780 427 0636
> E-mail: Antonio.Fernandes@gov.ab.ca
>
>
>

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Alberta
ENVIRONMENT

Environmental Services
Parkland Region

304 Provincial Building
4920 - 51 Street
Red Deer, Alberta
T4N 6K8

Telephone (403) 340-7721
Fax (403) 340-5022

September 20, 1999

Attn: Joe Kramer
Parkland Funeral Home & Crematorium Ltd.
6287 - 67A Street
Red Deer, Alberta
T4P 3V9

Dear Mr. Kramer:

Re: Proposed Crematorium in Red Deer

Thank you for your fax dated September 14, 1999 describing your proposed crematorium in Red Deer.

A crematorium does not require an approval or registration provided that it has capacity of less than 100 kg/hr, has a multiple chamber design, has adequately sized burners, and emits no visible emissions. It is understood that your proposed facility has a capacity of about 50 kg/hr, it is equipped with an afterburner (multiple chambers), it is designed as a crematorium (adequately sized burners), and the burn results provided in the fax indicate that it emits no visible emissions. Your crematorium does not require an approval or registration from Alberta Environment to construct or operate.

Please note that this letter in no way exempts Parkland Funeral Home & Crematorium Ltd. from the general requirements of the *Environmental Protection and Enhancement Act* or its Regulations. If you have any questions or concerns, please call.

Sincerely,

David Helmer, P.Eng.
Industrial Approvals Engineer

xc: Larry Williams → File
Fx: JKC 750-672-1638

CITY OF SUNNYVALE

P.O. BOX 3707 ◦ SUNNYVALE, CA 94088-3707 ◦ (408) 730-7464 ◦ FAX (408) 730-7468

Office of the City Attorney

July 25, 2005

Mr. Ron Salvatore
Matthews Cremation Division
2045 Sprint Blvd.
Apopka, Florida 32703

Re: Status of Crematorium in Sunnyvale, California

Dear Mr. Salvatore:

This letter is in response to your request as to whether the City of Sunnyvale has received any complaints from citizens since the crematorium installed by your company has been operating in the City. As you are probably aware, installation of the crematorium was approved by the City Council in December 2000, amidst a great deal of controversy and concern from residents in the nearby neighborhood.

The crematorium was installed and became operational the first week of October, 2001. As far as I know it has been operating since that time. Although there was a lot of initial neighborhood concern, it has not continued. As far as I am aware, there have been no complaints to the City to date related to the operation of the facility.

Please let me know if I can provide you with any further information.

Very truly yours,

Joan A. Borger
Sr. Assistant City Attorney

JAB:sam

Matthews
CREMATION DIVISION

The Standard of Excellence in Cremation Solutions

May 6, 2005

Mr. Bob Joy
Edson Funeral Home
5040 6th Avenue
Edson, Alberta
Fax #: (780) 723 2021

Dear Mr. Joy:

As we discussed on the telephone, I am writing to you regarding environmental permitting requirements for your new cremator unit.

I have spoken with Mr. Rob Burland of the Regulatory Approvals Centre and he confirmed that in the province of Alberta crematoriums processing less than 10 tonnes per month do not require approval from the government. This would be an average of about 1000 pounds per day. He also indicated that there is no need to inform them of the installation.

However, he did say that there some requirements regarding crematories in the Cemeteries Act. The licensing contact at the Funeral Services Regulator Board is Ms. Marilyn McPherson at (780) 452 6130. I have printed this section from the government website and it is attached.

You should be aware that approvals will be required from your local building, gas, and electrical authorities. A CGA approval label may have be applied by a local inspector.

Please call with any questions.

Sincerely,

M. Salgado

Marco Salgado
Engineer

Enclosures

2045 Sprint Boulevard • Apopka, Florida 32703 • 800-327-2831 • 407-886-5533 • Fax: 407-886-5990

Alberta ENVIRONMENT

FAX

REGIONAL SERVICES
SOUTHERN REGION
2ND FLOOR, PROVINCIAL BUILDING, 200 – 5TH AVENUE SOUTH
LETHBRIDGE, ALBERTA T1J 4L1
FAX: (403)382-4428

Date: May 26 2003

TO	DEPARTMENT/COMPANY	FAX	PHONE
Jerry Reardon	Southland Funeral Home	223-1998	

FROM	PHONE
Susan McIntosh	381-5325

CC

SENDER (If different from above) PHONE

RE

____Urgent ___✓As Requested ____FYI ____Please Action/Reply ____Please Distribute

 # OF PAGES INCLUDING COVER PAGE *If you did not receive all the pages please notify sender*

NOTES/COMMENTS:

Hi Jerry,
Attached is a copy of the letter you requested from AENV. The original will follow in the mail.
As discussed, no approval or registration is required under EPEA. However, if there ever is a public complaint re: the crematorium, e.g., visible emissions where opacity exceeds 40%, our compliance officers will investigate. In cases like that, the general provisions of the ACT + its regulations would apply (e.g. Substance Release Regulation; "significant adverse effect" in the Act).
Regards
Susan

The attached material is intended for the use of the individual or institution to which this facsimile copy is addressed and may not be distributed, copied or disclosed to other unauthorized persons. The material may contain confidential or personal information which may be subject to provisions of the Freedom of Information and Protection of Privacy Act. If you receive this transmission in error please notify the sender immediately by phone at the above return phone number. Thank you for your cooperation and assistance.

Alberta ENVIRONMENT

Southern Region

Alberta Environment
2nd Floor Provincial Building
200 - 5 Avenue South
Lethbridge, AB T1J 4L1

Telephone 403-381-5325
Fax 403-382-4428

May 26, 2003

Mr. Terry Reardon
Southland Funeral Home
5006 – 48 Avenue
Taber, AB T1G 1R8

Dear Mr. Reardon:

Re: **Proposed Crematorium for the Cook Southland Funeral Chapel, Medicine Hat**

As discussed (May 26, 2003), an approval or registration is not required under the *Environmental Protection and Enhancement Act* (EPEA) for the above crematorium. The operation of a crematorium is not a designated activity under EPEA.

Should you have any questions or concerns, please call me at 403-381-5325.

Sincerely,

Susan McIntosh

Susan McIntosh, P. Biol.
Industrial Approvals Coordinator

cc [illegible]
cc [illegible]
cc [illegible]

City Planner
165 North Schuyler
Kankakee, Illinois 60901
(815) 936-7320 – Fax (815) 936-7314

February 26, 2002

The Mathews Cremation Group
Attn: Ron Salvatore
2045 Sprint Blvd.
Apopka, FL 32703

Re: Crematories

Dear Mr. Salvatore:

In response to your recent inquiry, a Special Use Permit was issued in February, 1991, to allow for the operation and use of a crematory in conjunction with, and/or ancillary to, an existing funeral parlor/undertaking establishment located at 1480 West Court Street (see enclosed Ordinance). In addition, having been the City Planner for the City of Kankakee since December of 1989, I do not recall ever receiving any complaints pertaining to the establishment and operation of the aforesaid crematory.

Should you require any additional information in regard to the above matter, please give me a call.

Sincerely,

David A. Schaeffer,
City Planner

VILLAGE OF ROMEOVILLE

DEPARTMENT OF COMMUNITY DEVELOPMENT

17 MONTROSE DRIVE, ROMEOVILLE, IL 60446
Tel. 815/886-7213 Fax 815/886-2724

Paul M. Gorte, AICP
Director

January 23, 2002

Ron Salvatore
Matthews Crematorium Group
2045 Sprint
Orlando, FL 32703

Re: Anderson Funeral Home Crematorium

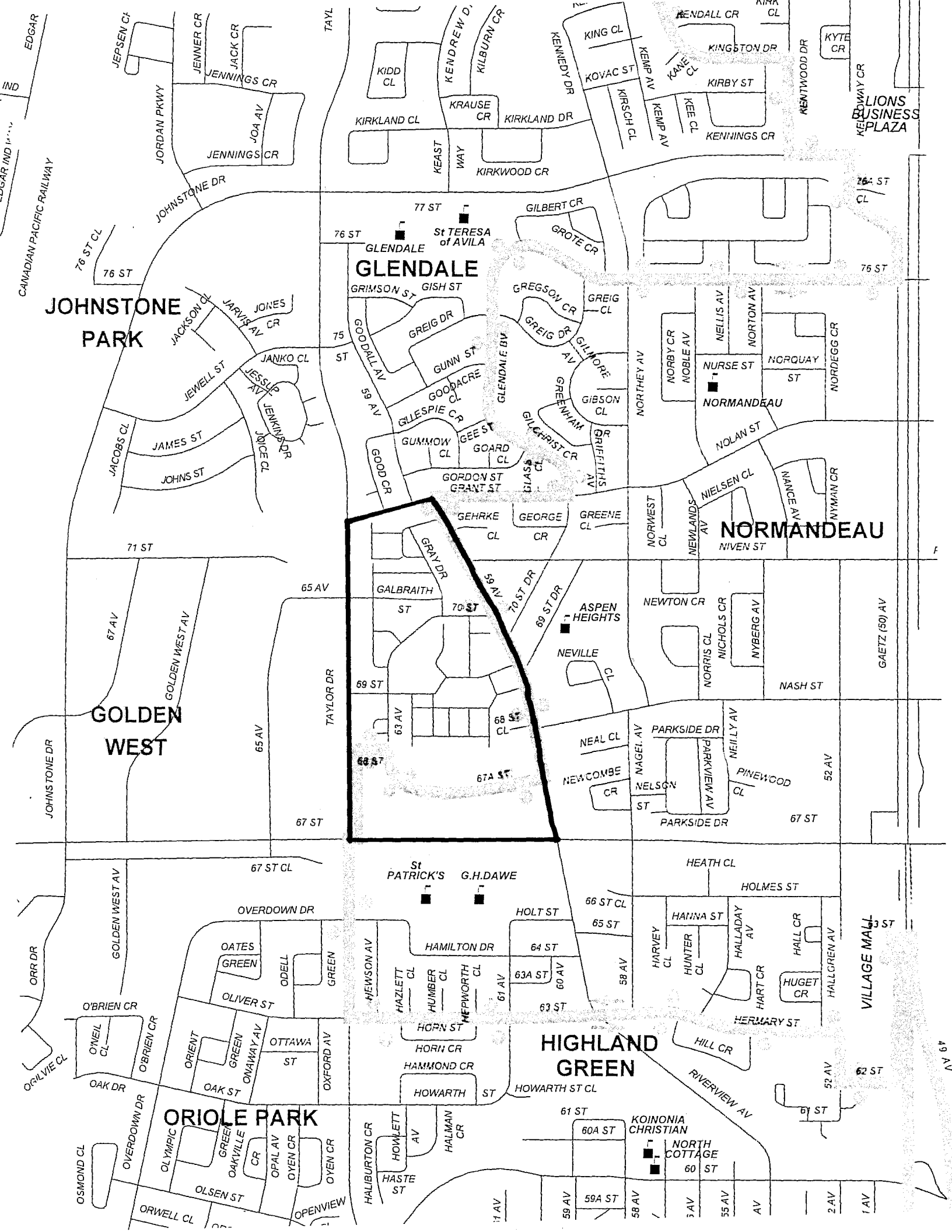
Dear Mr. Salvatore:

The Anderson Funeral Home at 606 Townhall Drive operates one of your company's crematoriums. This establishment is located directly across the street from R.C. Hill Elementary School and is within 300 feet of a residential neighborhood.

Although there was some public resistance at the time it was first proposed, the Village has received no complaints since the crematorium was installed in 1999.

Sincerely,
Village of Romeoville

John Svalenka
Planner


GLENDALE
JOHNSTONE PARK
GOLDEN WEST
NORMANDEAU
HIGHLAND GREEN
ORIOLE PARK
VILLAGE MALL
LIONS BUSINESS PLAZA
St TERESA of AVILA
GLENDALE
NORMANDEAU
ASPEN HEIGHTS
KOINONIA CHRISTIAN
NORTH COTTAGE
St PATRICK'S
G.H.DAWE
CANADIAN PACIFIC RAILWAY
JOHNSTONE DR
76 ST
77 ST
75 ST
71 ST
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69 ST
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66 ST CL
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63 ST
61 ST
60A ST
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65 AV
67 AV
59 AV
61 AV
63 AV
58 AV
60 AV
52 AV
49 AV
GOLDEN WEST AV
TAYLOR DR
JOHNS TONE DR
GRIMSON ST
GISH ST
GREGSON CR
GREIG DR
GREIG CL
GILMORE AV
GOODALL AV
GUNN ST
GOODACRE CL
GILLESPIE CR
GEE ST
GOARD CL
GUMMOW CL
GORDON ST
GRANT ST
GLASS CL
GILCHRIST CR
GREENHAM DR
GRIFFITHS AV
GIBSON CL
GLENDALE BV
NORTHEY AV
NORBY CR
NOBLE AV
NELLIS AV
NORTON AV
NURSE ST
NORQUAY ST
NORDEGG CR
NOLAN ST
NIELSEN CL
NANCE AV
NYMAN CR
NORWEST CL
NEWLANDS AV
NIVEN ST
GEHRKE CL
GEORGE CR
GREENE CL
GRAY DR
GALBRAITH ST
NEVILLE CL
NEWTON CR
NORRIS CL
NICHOLS CR
NYBERG AV
NASH ST
GAETZ (50) AV
PARKSIDE DR
NEAL CL
NAGEL AV
NEILLY AV
PARKVIEW AV
PINEWOOD CL
NEWCOMBE CR
NELSON ST
HEATH CL
HOLMES ST
HANNA ST
HARVEY CL
HUNTER CL
HALLADAY AV
HALL CR
HART CR
HUGET CR
HALLGREN AV
HERMARY ST
HILL CR
RIVERVIEW AV
HOLT ST
HAMILTON DR
HAZLETT CL
HUMBER CL
HEPWORTH CL
NEWSON AV
HORN ST
HORN CR
HAMMOND CR
HOWARTH ST
HOWARTH ST CL
OVERDOWN DR
OATES
GREEN
ODELL
OLIVER ST
O'BRIEN CR
O'NEIL CL
ORR DR
ORILVIE CL
OAK DR
OAK ST
ORIENT
ONAWAY AV
OTTAWA ST
OXFORD AV
OSMOND CL
OLYMPIC
OAKVILLE
OPAL AV
OYEN CR
OLSEN ST
ORWELL CL
OPENVIEW
HALIBURTON CR
HOWLETT AV
HALMAN CR
HASTE ST
KIDD CL
KENDREW DR
KILBURN CR
KRAUSE CR
KIRKLAND CL
KIRKLAND DR
KIRKWOOD CR
KEAST WAY
KENNEDY DR
KING CL
KOVAC ST
KEMP AV
KANE CL
KIRSCH CL
KEE CL
KENNINGS CR
KENDALL CR
KINGSTON DR
KIRBY ST
KENTWOOD DR
KYTE CR
KELOWAY CR
JENNER CR
JACK CR
JENNINGS CR
JOA AV
JORDAN PKWY
JEPSEN CR
EDGAR IND
JACKSON CL
JARVIS AV CR
JONES
JANKO CL
JESSUP AV
JENKINS DR
JOICE CL
JEWELL ST
JAMES ST
JOHNS ST
JACOBS CL
76 ST CL
67 ST CL

PARKLAND

Funeral Home and Crematorium

A Division of 1059013 Alberta Ltd.

January 14, 2006

To whom it may concern:

The concept of opening a full service funeral home with an operating retort (cremation chamber) was first considered in 1998. City building and development permits were acquired and by mid 1999 our facility was near completion. When it was time to turn on the utilities, we were told our natural gas meter to our retort would be withheld because the city had not previously understood that the retort in our plans was for human cremation. Communication did not appear to be successful and legal direction was sought. To this day we are still waiting for the court system to rule on our case.

In the meantime we have gone on serving families to the best of our ability. Early families that selected cremation were told their loved one would be transferred to Calgary for cremation. Some families were not comfortable with this additional travel and sought service from our competitor who owns three of the competing funeral businesses in town as well as the Crematorium at Alto Reste Memorial Gardens in the County. We had a service disadvantage.

In 1998, when the decision to place our retort unit in the funeral home was made, 47% of Alberta families were choosing cremation. On December 12th, 2005 Alberta vital statistics indicated that 69% of the people who passed away in Red Deer until that time in 2005 chose cremation. Of these families many accompanied us to the crematorium in procession or joined us to be present during cremation. Some ethnic groups and faith groups in our community prefer cremation.

Funeral homes with crematoriums can be found in commercially zoned areas in the municipalities of Edmonton, Calgary, Lethbridge, Medicine Hat, Grande Prairie, Sherwood Park, Lloydminster, Bon Accord, Camrose, Wetaskiwin, Rocky Mountain House and Innisfail. Calgary has the highest percentage of these facilities with 7 located in Calgary's commercial zones. Although city administration has recommended to council that crematoriums be allowed in commercial areas, council is embarking on a direction to separate funeral services from crematoriums and further is designating crematoriums as a discretionary use only in industrial areas.

I am writing to advise you of this situation and to ask you for your support. At 7:00 p.m., on January 16th, 2006 city council will be holding a public hearing to discuss whether crematoriums should be allowed in the city; they will also be considering whether cremation should occur in a funeral home. We are preparing to make a presentation before council that will clearly indicate that there would be no environmental concerns resulting from the operation of our retort and that we will continue to be a good neighbor in our community should they allow us to operate. We hope to be able to illustrate to council that a decision by them to continue along this path will only create further monopolies in the Red Deer funeral service sector and limit the opportunities for individuals and families to be involved in the decisions and funeral services of their loved ones. **Please consider joining us on January 16th at 7:00 p.m. in Council Chambers at City Hall, Red Deer.**

Very truly yours,

Mitch Thomson

Mitch Thomson, Managing Funeral Director

6287 - 67A Street, Red Deer, Alberta T4P 3V9 Telephone: (403) 340-4040 Facsimile: (403) 343-3033
Website: www.parklandfuneralhome.com

RESIDENTIAL

We are aware of the Council of the City of Red Deer to amend Bylaw 3156/H to prohibit cremations in funeral homes in commercial zones within the City of Red Deer and to limit cremations in funeral homes to discretionary use in industrial zones. It is our position that cremation be allowed in funeral homes in commercial zones as well as in industrial zones to accommodate families so that funeral services, burial arrangements or cremation may take place within the one facility.

NAME	SIGNATURE	ADDRESS	PHONE
Hugh LeClerc		Box 157 R.D.	342-2573
KEN DEMAS		5845 WEST PARK CRESC RD.	341-2864
Dennis Calvert		11 Freemont Close	346-5614
Darlene Kowalchuk		817 6834 59 Ave	342-1488
Lily Henry		#97-6834-59 Ave	346-1705
Laurel Shearer	CARL SHEARER	#16-6834-59 Ave	341-5797
Hugh Shearer	HUGH SHEARER	#16-6834 59 AVE	341-5797
Erling Jensen		#22 6834 59 AVE	343 8130
Eva MARIE JENSEN		#22 6834 59 Ave	343 8130
GUNNAR JENSEN		25501 58 Street W.P	346 7876
Debbie Mitchell		6834 59 Ave	558-5706
Cody Hayward		#21 6834 59 AVE	348-9352
Chanda Orr		7104 Gray Drive	347-0924
IRENE JAMIESON		7108 GRAY DRIVE	343-6654
Darryl Hoggeson		7112 Gray Drive	341-4028
Randa Smith		7116 Gray Drive	347-3507
Tracy Runge		44-7124 Gray Dr.	343-6776
Anthony Sysing		45-7124 Gray Dr.	319-2147
Lynne Malone		10 7124 gray dr	342-6221
April Hoemskerk		10 7124 gray Dr	342-6221
Shane St. Jean		#3 7124 gray Dr	755 1960
STAN DAVIS		#1 7124 Gray Dr.	343-0093

3 - out of area
19 - within area

RESIDENTIAL

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Hugh LaChance	Hugh LaC	BOX 157 R.D.	342-2573
KEN DIEMERT	K. M. Diemert	5845 WEST PARK CRESC RD.	341-2864
Dennis Calvert	D Calvert	11 Freemont Close	346-5614
Darlene Kawulchuk	D Kawulchuk	817 6834 59 Ave	342-1488
Lily Henry	Lily Henry	#97-6834-59 Ave	346-1705
Carol Shearer	Carol Shearer	#16-6834-59 Ave	341-5797
Hugh Shearer	Hugh Shearer	#16-6834 59 Ave	341-5797
Erling Jensen	E Jensen	#22 6834 59 Ave	343 8130
Eva MARIE JENSEN	Eva Marie Jensen	#22 6834 59 Ave	343 8130
GUNNAR JENSEN	Gunnar Jensen	5501 58 Street W.P	346 7876
Debbie Mitchell	Debbie Mitchell	6834 59 Ave	558-5706
Cody Hayward	Cody Hayward	#21 6834 59th Ave	348-9352
Chandra Dix	Chandra Dix	7104 Gray Drive	347-0924
IRENE JAMIESON	Irene Jamieson	7108 GRAY DRIVE	343-6654
Darryl Hoggeson	D Hoggeson	7112 Gray Drive	341-4028
Randa Smith	Randa Smith	7116 Gray Drive	347-3507
Tracy Runge	Tracy Runge	44-7124 Gray Dr.	343-6776
Anthony Sysing	Anthony Sysing	45-7124 Gray Dr.	314-2147
Lynne McIlvenne	Lynne McIlvenne	10 7124 gray dr	342-6221
April Hoemskeit	A Hoemskeit	10 7124 gray Dr	342-6221
Shane St. Jean	Shane St. Jean	#3 7124 Gray Dr	755 1960
STAN DAVIS	Stan Davis	#1 7124 Gray Dr.	343-0093

3 - out of area
19 - within area

COMMERCIAL

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NAME	SIGNATURE	ADDRESS	PHONE
MR. SUDS INC.	Neil Belcourt	6284 67A St,	342-7356
Glenn Ford	Glenn Ford	[illegible]	309-6385
Denise Wainer	Denise Wainer	62W 67A ST	343-7775
Fantasy Costumes	[illegible]	#6 6200-67A St.	343-6500
Lazer Wash	[illegible]	6104-67A st	347-7552
BAKERS MEATS	[illegible]	6022-67 A ST	346-1535
Fountain Tire	[illegible]	6195-67A ST	343-9622
Pizza Place	[illegible]	6206-67th St.	314-1410
GREG TISDALE	Greg Tisdale	26 CLARK CR.	342-1031

Industrial area

Campaign results:

137	unsigned (within target area)
218	signed (within target area)
355	# of residences/commercial businesses knocked at
153	signed (outside target area)
508	
6	opposed
5	uninformed

COMMERCIAL

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MR. SUDS INC.		6284 67A St.	342-7356
Glenn Ford			309-6385
Denise Warner	Denise Warner	6200 67A St	343-7775
Fantasy Costumes		#6 6200-67A St.	343-6500
Lazer Wash		6104-67A St	347-7552
BAKERS MEATS		6022-67 A ST	346-1535
Fountain Tire		6195-67A St	343-9422
Pizza Juice		6206-67th St.	314-1410
GREG TISDALE	Greg Tisdale	26 CLARK CR.	342-1031

9 within this area

RESIDENTIAL

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Hugh Lockhart	Hugh Lockhart	BOX 157 R.D.	342-2573
KEN DIEMAS	K. M. Diemas	5845 WEST PARK CREEK RD.	341-2864
Dennis Calvert	D Calvert	11 Freemont Close	346-5614
Darlene Kawulchuk	D Kawulchuk	817 6834 59 Ave	342-1488
Lily Henry	Lily Henry	#97-6834-59 Ave	346-1708
Laural Shearer	CARL SHEARER #16-6834-59 Ave		341-5797
Hugh Shearer	HUGH SHEARER	#16-6834 59 AVE	341-5797
Erling Jensen	E Jensen	#22 6834 59 AVE	343 8130
Eva MARIE JENSEN	Eva Marie Jensen	#22 6834 59 Ave	343 8130
GUNNAR JENSEN	[illegible]	5501 58 Street W.P	346 7876
Debbie Mitchell	Debbie Mitchell	6834 59 Ave	558-5706
Cody Hayward	Cody Hayward	#21 6834 59th Ave	348-9352
Chandra Du	[illegible]	7104 Gray Drive	347-0924
IRENE JAMIESON	[illegible]	7108 GRAY DRIVE	343-6654
Darryl Henderson	[illegible]	7112 Gray Drive	341-4028
Randa Smith	[illegible]	7116 Gray Drive	347-3507
Tracy Runge	[illegible]	44-7124 Gray Dr.	343-6776
Anthony Sysing	[illegible]	45-7124 Gray Dr.	314-2147
Lynne Mcilmoyl	[illegible]	10 7124 gray dr	342-6221
April Hoemskeit	[illegible]	10 7124 gray Dr	342-6221
Shane St. Jean	[illegible]	#3 7124 gray Dr	755 1960
STAN DAVIS	[illegible]	#1 7124 GRAY Dr.	343-0093

3 - out of area
19 - within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Marie Fayne		6803 63 AVE	346-8394
Audrey Dunn		6810 63 Ave	346-5644
Lynn Hall		6814 63rd	347-0101
S. Dunnaway		6820 63 Ave	346-1248
[illegible]		" " " "	
Jessie Hepper		6822 63 Ave	346-4686
Jerry Hines		6824 63 Ave	340-2530
Ramona Hughes		6805 63 AVE	358 3490
Blaine Hughes		6803 63 AVE	358-3490
Ardell Hughes		6803 63 AVE	358-3490
Glen Smith		6771 67 Ave	342-5399
Gloria Smith		6771 67 Ave	3425399
Joe Szaro		6811 63 - Ave	358 4131
Vaughn Williamson		6817 63 - Ave	342-5677
Tracy L Curtis		6308 - 69 ST	340-4846
Jessica Lonsdell		6307 - 69 ST	347-3448
[illegible]		6305 69th	343-6767
L Mitchell	Mitchell	6814 63 Ave	342-0101

18 within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Annie May Martins	Annie Martens	678-6940-63Ave	342.5092
PAT GREEN	Pat Green	676-6940-63 H	340-1303
RON NUT	Ron Nut	676 6940-63A	340-1303
Mrs LAINE GRAF	Mrs Elaine Graf	672-6940-63A	346-3289
AL GRAF		61	
Dale Robinson		670 mustang	314-1429
SHELLEY Calverley	Shelley Calverley	#666-mustang Acres	348-0679
Shawna Krauss	Shawna Krauss	664 6940 63 Ave mustangacres	346-3214
Val Cotter	Val Cotter	660 6940-63Ave mustang	342-94
Mark Cotter	Mark Cotter	658 6940 63 ave Must	
DENNIS BROWNRIGG	Dennis Brownrigg	656 6940-63 Ave	341-5123
[illegible]		654	
[illegible]		652-6940-63 Ave	
DEON SNOW	Deon Snow	403 358-7759	
TRACEY SNOW	Tracey Snow	403-358-7759	
BARB CAMERON	B. Cameron	403 347-2539	
Robert Cameron	Robert Cameron	"	"
Ur Barton	6970 63 ave	346-6979	
Kim McPeters	6966 - 63 AVE	3093032	
Esther Foley	6966-63 AVE	3093032	
Kate Cameron	6960 63 Ave	342-5907	

21 - within area

RESIDENTIAL

We are aware of the Council of the City of Red Deer to amend Bylaw 3156/H to prohibit cremations in funeral homes in commercial zones within the City of Red Deer and to limit cremations in funeral homes to discretionary use in industrial zones. It is our position that cremation be allowed in funeral homes in commercial zones as well as in industrial zones to accommodate families so that funeral services, burial arrangements or cremation may take place within the one facility.

NAME	SIGNATURE	ADDRESS	PHONE
Kary Yarhaugh		#636 mustang	347-2543
[illegible] TUFF		#633 mustang	309-4355
John Heemskerk		#640 mustang	347 5361
BERNICE + ALFRED GASCON		642-6940 - 63 Ave	347-9567
Damion Paterson		644 mustang	3473278
Ron Kurlowich		648 mustang	347-7953
Keri Andres		648 mustang	347-7953
Brent Andres		39 Gillespie Cres.	342-7615
Derek Heinen		646 Mustang Acres	314-1898
Chad Nielsen		650 Mustang Acres	352-8272
JAMES COUTURE		652 MUSTANG ACRES	598-7106
David Edwards		651 Mustang Acres	343-0681
Nick Murphy		646 mustang Acres	556-1653
Marcel newell		645 MUSTANG ACRES	314-1581
James Pettitt		643 " "	3583775
LAVERNE IRVING		#632, 6940 - 63 AVE R.D.	

16 - within area

RESIDENTIAL

We are aware of the Council of the City of Red Deer to amend Bylaw 3156/H to prohibit cremations in funeral homes in commercial zones within the City of Red Deer and to limit cremations in funeral homes to discretionary use in industrial zones. It is our position that cremation be allowed in funeral homes in commercial zones as well as in industrial zones to accommodate families so that funeral services, burial arrangements or cremation may take place within the one facility.

NAME	SIGNATURE	ADDRESS	PHONE
Kristina Yan		851 Mustang acres	347-7763
THERESA MACIBORSKI	Theresa Maciborski	835 MUSTANG ACRES	347-3613
Everett Pattison		837 mustang acres	347-3405
BRAD SCREPNEK		841 Mustang Cres.	343-0367
ENA SCREPNEK			
Helen Cranfield		847-6834-59 Ave.	346-5969
ERNA-REMIN		838-6834 59 Ave	342-2726
LEELANE L'HIRONDELLE		836-6834-59 Ave	341-4730
Susanne Lundquist		#832, 6834-59 Ave	347-7072
CAREL GREEN		#836-6834-59 Ave	352-7948
SARAH PALM		#828-6834-59 Ave	352-6253
SEAN RAMAGE		#603-6834-59 AVE	314-1657
Melissa Paul		#826 6834-59 AVE	309-5496
Elaine MARTIN		824 6834-59 Ave	3090029
Janice Pamberger		#820-6834-59 Ave	340-2936
Gloria Knievel		816 6834-59 ave	346-1370
B Murphy		812-6834 59th	347-1810
G Murphy		812-6834-59 Ave	347-1810
Bonnie Huber		810-6834-59 ave	342-8511
Leslie Hunter		802-6834 59 ave	3585724

20 - written area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
E. Lethbridge	E. Lethbridge	1003, 7050 gray dr.	346-5749
G. Lethbridge	G. Lethbridge	1003, 7050 gray dr.	346-5749
L. Kellerman	L. Kellerman	1013-7050 gray dr	346-4527
M Bruhn	Marion Bruhn	1015-7050 Gray dr.	309-2338
M. Lepine	Melody Lepine	1021 7050 Gray Dr	314-5579
Mark Amorean	Amorean	1022 7050 Gray Dr	755-1580
Wesley Loe	Wesley Loe	1030	346.8569
Mike Forster	Mike Forster	1018 7050 Gray DR.	346-8309.
Gisela Forster	Gisela Forster	1018-7050 Gray DR	3468309
GRANT WRIGHT		1016 7050 GREY DR	342 2587.
OLIVE BISIO	O Bisio	1010 7052 GRAY DR	309-9424

11 - within area

RESIDENTIAL

We are aware of the Council of the City of Red Deer to amend Bylaw 3156/H to prohibit cremations in funeral homes in commercial zones within the City of Red Deer and to limit cremations in funeral homes to discretionary use in industrial zones. It is our position that cremation be allowed in funeral homes in commercial zones as well as in industrial zones to accommodate families so that funeral services, burial arrangements or cremation may take place within the one facility.

NAME	SIGNATURE	ADDRESS	PHONE
Georgy McDonald		515-6854-59 AVE	358-1229
Roger Dost		6-6854-59 Ave	342-5710
Gaylene Whitley		114 6854 59 Ave	309-3166
Jim McRae		125 6634-59 Ave.	347-7627
Larry Horvath		117 Mustang	304-8180
Alleen Doggett		115 mustang	309-3116
Sherry Nielsen		113 Mustang	343-7905
Adrian Vorhies		405 MUSTANG	346-3496
Bruce Swann		312 Mustang	358-5090
Mike Felix		411 MUSTANG ACRES	348-2008
Stacey Bird		419 Mustang Acres	no phone
Douglas Lee	Doug Lee	423 MUSTANG "	341-4697
Neil Swann		427 Mustang "	
[illegible]		431 Mustang	341-1494
[illegible]		433 Mustang Acres	552-2200
Christine Constable		719 MUSTANG	343-7497
SHANE BOUDREAU		713 mustang	314-1131
Sandra King		708 mustang	309-4350
Brenda Doman		710 MUSTANG	358-3835
[illegible]		712 6834-59 ave	3093003
[illegible]		714 MUSTANG	352-0001

21 - within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
DUANE DEMERIA	Duane Demeria	238 Glendale Blvd, R.D	346-862
Brenda Kolosa	Brenda Kolosa	15 Aldrich Close	343-2895
DIXIE BERGAN	D Bergan	303 LAMPARD CR.	341-4573
ALBERTA DRUMMOND	A Drummond	41 Kal Cres. R.D.	346-9097
Joyce Boone	Joyce Boone	#6 5935 63rd St. RD	314-9554
Rose Monea	Rose Monea	33-38311 Rge Rd 270 RD	347-0802
KAREN AHLQUIST	Karen Ahlquist	306 Mustang Acres R.D	343-6084
KEITH FELIX		305 6834 59 AVE R.D.	346-4227
		302	
Jascen Boisvert	Jascen B.	301 6834 59 Ave RD	352-7493
Norman Camber		402 4721 55ST	392-1802
Nick Tyler	Nick Tyler	905 6834 59 Ave	347-9092
Kendall Tyler	Kendall Tyler	905 6834 59 Ave	347-9092
		907 6834 59 Ave	341-3167
Colleen		909 6834 59 Ave	3480359
McPherson		911 6834-59 Ave	343 7470
D Mathers		913 6834 59 Ave	348-1342
J O'Brien		7132 59 Ave	309 9948
L Daniels		7124 59th	318-1988
		7120 59th AVE	309-7214

6 - out of area
14 - within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
[illegible]	Not Home		
6764-59 Ave Study First		6750-59 Ave	Not Home
We'd like to read material First		6749 6742-59 Ave	
Wayne Buchanan	Wayne Buchanan	6744-59 Ave	872-0222
[illegible]		6746 59 Ave	
Andrew Churchill		6742 59 Ave	
[illegible]		6752 59 Ave	
TOM INGALLS		6754-59 AVE	598-7217
[illegible]		6760 59 Ave	309-9983
Dave Kirby		6168-57 Ave	347-5849
[illegible]	314-0276		
STEVE JOHNSTON			347-5064
ROBERT BUGG	5924-65St Close		342-4868
FRAN BUGG	" " "		342-4868
[illegible]	5933 65TH STR CLOSE		348-5236
NICOLE PERKSON		5931-65ST CL	341-4901
Robert J Bogart		68 St CL.	343-3606
Cynthia Bogart		68 St CL	343-3606
[illegible]	684 59 Ave		342-2632
Emery Evelyn Johnson			
19 within area			

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
DEVON WARD		7112-59 Ave.	341-5789
Natasha Vorestick	Natasha Vorestick	7060 59 Ave	342-0811

2 within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Susan Law	Susan Law	613-6834 Red Deer	340-0903
Terry Kaye	Terry	611-6834-59 AVE	346-2856
LANCE WHITE		607- mustang	3094692
Karen Benoit	Karen Benoit	224 Mustang Acres	343 265
George Benoit	George Benoit	224 Mustang Acres	343-2657
Amanda Fagan		228 Mustang Acres	346-7704
Devon Smith		218 r "	358-7638
ALANA MATTILA		212 MUSTANG ACRES	343-7328
DANA ADELSON		208 mustang Acres	343-7308
Crystal Matychuk		204 Mustang Acres	346-1029
Patrick Werner		204 Mustang Acres	346-1029
Ken Benson		904 Mustang Acres	347-0335
Jennifer Normore		908 Mustang Acres	341-6297
Shaun Vorces		7133 Gray Dr.	342-2184
JEFF ACKERMAN		7129 GRAY DR.	340-2254
Dale Steun	Dale Stewart	7121 Gray Dr	546-0156
Maurice Dubois		7109 Gray Dr.	403-343-0929
H Bateman		7049 Gray Dr.	403-342-2502
LO Bateman		7049 GRAY DR	342-2502

19 within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Susan Law	Susan Law	613-6834 Red Deer	340-0903
Terry Kaye	Terry Kaye	611-6834-59 AVE	346-2856
LANCE WHITE	Lance White	607- mustang	3094692
Karen Benoit	Karen Benoit	224 Mustang Acres	343-265
George Benoit	George Benoit	224 Mustang Acres	343-2657
Amanda Fagan	Amanda Fagan	228 Mustang Acres	346-7704
Devon Smith	Devon Smith	218 " "	358-7638
ALANA MATTILA	Alana Mattila	212 MUSTANG ACRES	343-7328
DANA ABELSON	Dana Abelson	208 mustang Acres	343-7308
Crystal Matychuk	Crystal Matychuk	204 Mustang Acres	346-1029
Patrick Werner	Patrick Werner	204 Mustang Acres	346-1029
Ken Benson	Ken Benson	904 Mustang Acres	347-0335
Jennifer Normore	Jennifer Normore	908 Mustang Acres	341-6297
Shawn Voces	Shawn Voces	7133 Gray Dr.	342-2184
JEFF ACKERMAN	Jeff Ackerman	7129 GRAY DR.	340-2254
Dale Stewart	Dale Stewart	7121 Gray Dr	546-0156
Maurice Dubois	7109 Gray Dr.	403-343-0929	
H R Bateman	7049 Gray Dr.	403-342-2502	
L O Bateman		7049 GRAY DR	342-2502

19 within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Brenda Watts	Brenda Watts	63 Anguekel St Red Deer	309. 5085
Jean Watts	Jean Watts	63 ANGUEKEL ST RED DEER	302-9811
CAROLINE KROEMAN		RR1 Site 1 Box 16 RD 34 T6S	
TINA Fisher	Tina Fisher	RR#4 Site 12 Box 8 Innisfail, AB	227-5803

4 - out of area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
L. ERIKSEN		60 LAWFORD	309-5053
R. W. Viola		#7-79 Patterson Cr.	314-9006
R Bourwell		347 Waskasoo Est	
Jack Ricker		88 Oastows Rd	347-7483
Dan Lawrence		Red Deer	346 7345
Guy Barnabe		55 Addingham Cl. Rd	3436039
John Moldowan		54 Dunlop St Rd	343-2213
Gordon Grard		27 Otterburn Ave Rd	347-4592
Urbain Zak		56 Rowell Dr. Rd	347-4027
Mel Arnold		7 Pamely Ave Rd	3474778
Mary Pence	307-4809	34 Rd.	340-3661
Jone Dumville	347-2459	RR#2 Red Deer, AB	T4N5E2
12 out of area			

RESIDENTIAL

We are aware of the Council of the City of Red Deer to amend Bylaw 3156/H to prohibit cremations in funeral homes in commercial zones.within the City of Red Deer and to limit cremations in funeral homes to discretionary use in industrial zones. It is our position that cremation be allowed in funeral homes in commercial zones as well as in industrial zones to accommodate families so that funeral services, burial arrangements or cremation may take place within the one facility.

NAME	SIGNATURE	ADDRESS	PHONE
L. ERIKSEN		60 LAWFORD	309-5053
R. WYOLO		44-79 PATTERSON CR.	314-9006
R. BURWELL		347 WASKA SOO BST	
JACQ PICKEN		880 ASTOR ST RD	347-7483
DAN LAWRENCE		RED DEER	346 7345
GUY BARNABE		55 ADDINELL CR. RD	3436039
JOHN MOLDOWAN		54 DUNLOP ST RD	343-2213
GORDON GERARD		27 OTTERBURN AVE RD	347-4592
Urbain Zak		56 Rowell Close RD	347-4027
MEL ARNOLD		7 7 FAMILY AVE RD	3474778
Mary Pence	307-4809	34 ST RD.	340-3661

11 out of area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Cliff Hilton Robertson		308-18 Aurora St	
BETTY ARNOLD		77 PAMELY AVE	(403) 347-4778
MEL ARNOLD		77 PAMELY AVE	(403) 347-4778
M. Joy IRELAND	my Ireland	403-4522-47A. AVE R.D	(403) 346-4007
DUFF COUILLARD		12-79 PATTERSON CRES. RD.	(403) 341 9819
SERENA OLSEN		26 Parkside dr. RD.	(403) 346-4709
SUSAN HARLTON		9 ONSLOW SQ. RD	(403) 340-3394
Mulkay HARLTON		9 onslow SQ RD	403 340 3394
Margo Rivett		P.B 341 Clive	403 784 2114
Devon McARTHUR		35 DARLING CR. R.D.	347-2464
GM Gerard		RR#6213 Gulbert	347-4478
VAL MARKHAM		6219-GALBRAITH ST	348-0347
Danny Bignell	DANNY BIGNELL	6223 GALBRAITH ST	343-2355
Anne Haverstock		6227 Galbraith St.	342-5411
Ken Ames		6229 Galbraith St	348-0408
Kelly Coultier		6231-Galbraith st.	347-6220
R Kendall		6228-Galbraith st	307-6828
J. Lozanski		6220 Galbraith St	314-4943
K Klassen		6220 Galbraith St	314-4943
C Dauncey		6212 Galbraith	343-7219
J Allen		7024 Cray Drive	342 2701

12 - within area
9 - outside area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Fred S. H. Scheifele	Fred Scheifele	Box 724 Blackfalds AB	340-3885
Arnold Gripp	Red Deer	3954-52 Ave	346-5767
Norm Poss, Wynd Dell	Box 7, Site 5 RR 1 Penhold		342-0754
George Meston	G Meston	79 Andrews Close Red Deer	
WALT LOCKHURST	46-26-45 ST	RED DEER	
TERRY BROWN	88 WILSON CR	RED DEER	
TONY CONNELLY	321 STORAN PLACE	TAYLOR DRIVE RED DEER	
BILL ROBERTS		3525-59 AVE CRES	347-1612
DAN TEICHROEB		14 OXBOW ST. RD.	347-1716
JOHN JACOBS	John Jacobs	3 DICKENSON CL. R.D.	342 0113
Colin Tetzersell		26 Goodall Ave.	347-5266
IRA McKEAGE		40009 Rge. Rd. 264 LACOMBE, AB	885-4856
NICHOLAS HENGER		3937-37 Avenue Red Deer	347-3184
KEITH GRAHAM		98 OTTERBURN AVE RED DEER	340 2196
Marie Ottosen	Marie Ottosen	11 Kirkwood Cres. R.D.	343-6292
ROY CORBETT		98 WESTON CRES RD	346-4293
Patricia Robbins	Patricia Robbins	11 McLevin Cres, Red Deer	342-4050
Paul Robbins	Paul Robbins	11 McLevin Cres Red Deer	342-4050
Janet Fleming	Janet Fleming	39 Doran Cresc. Red Deer	309-605
STEVE FLEMING		35 DORAN CRESC Red Deer	309-6053
Betty Babcock	Betty Babcock	2332 DANIELLE DR. T4R 2Z8	
Joey Schachterle	Joey Schachterle	42-939 Ramage Cres	T4P-3Z9
Donna Plante		47 Parkside Dr. R.D.	T4P1K1

1 - within area 22 - outside area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
A. NEWTON	A Newton	41 Neville CL	340-0892
D. KILLIAN	Diana Killian	Box 1069 Blackfalds	885-4630
Wendy Maud		116 Addington Dr	348-0464
McCullough	Dixie McCullough	Lacombe	782-6542
VERN ROGERS	Lisa Rogers	Red Deer	346-4571
TARA DUDMAN		Box 381, Penhold AB	309-9386
Donald PATERSON		9 Grimson ST	348-8327
MARG LEWIS	Margaret Lewis	43 JAMES ST	347-2049
Brandi Fidler	Brandi Fidler	5125 63rd 406	347 3493
Jackie Schmeer	Jackie Schmeer	5822 53rd Ave	346-1269
Brent W. Fox		108 D OAK ST	396-5831
LAURIE STONE	Laurie Stone	151 DAVISON DR	347-4603
IAN'S CROSSLEY		5MR 3719 - 50ST	346-7486
Laura Benna	Laura Benna	27 Edis Cl.	343-2601
[illegible]	Lori Colp	132, 6600 52nd	340-8826
Jennifer Brozer	Brozer	104 Dixon Cresc	342-2067
Justin Hatton		104 Dixon Cresc	342-2067
A MOAR	Ann Moar	9 Kelly St RD	341-3867
D. Oostenbrug	D Oostenbrug	65165 58 Ave	341-3692
Bonny Frederick		RR4 Site 7 Box 14	227-1369
Amanda Scott		72 Grant St	358-3650
Brenda M Price	Brenda Price	103-4405-48 Ave	346-4552

Parkland Mall 21

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Ann Shelgrove	Shelgrove	92 Barnes Cres	358-3355
Barclay Williams		32 Ash Close	346 2385.
ALAYNE WEST		#602 5220 50 AVE	358-2150
TODD THIESSEN		19 DENISON CRES.	347-2558
S. H (BUCK) BUCHANAN		15 DENISON	343-6413
Ajay Joseph		8 Durie Close	341-4147
RICHARD BRADFORD		12 ATWELL ST.	346-6229
JAN HICKS		19 Amer Close	348-9835
SCOTT McRAE		57 Sherwood Cres.	346-6776
Roxanne Warner		40 Adamson Ave	352-4080
Del Kelly		11 Lamb Close	342-9364
ERNIE MELNYK		33 Doug Close	343-7295
Adele Podolski		6223 Orr Drive	343-0067
ELAINE NORRIS		5330-47 AVE. #201	346-7124
John Dickin		27 OTEN CRES	342-1913
Ross Kennedy		23 Athena Cl	352-2257
Lawrence Nyman		35 Revie Close Red Deer	343-8704
Jim Baker		96 Andrews Cl	340-8214
Kevin Schaeffer		46 Edwards Cr.	342-4495
DAVID OXLEY		151 ALEXANDER CR.	309-6792
RICK TALLAS		26 Eversole Cres	350-0341

must be dated 21

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
CARLE SCOTT		4634-48 St	340-2192
BONNIE GANSKE		A107-5212-48 St.	343-2545
JOHN MACKENZIE		3722-44 AVE	346-5984
3 - leads - out of area			

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
ED ROSE		118 Roberts Cres	343-6981
Johan Steenwyk		80 Cole Street	342-1782
GRANT THOMPSON		R.D. County	309-4644
Brenda Sautner		Sylvan Lake	887-0555
Corey G. Litzenberger		118, 3710-52 Ave Red Deer, AB	872-2374
Peter Wimber		3720 44 ST	RED DEER 342 8543
CLEM SAVARD	Council	19 Adair Ave	343-2352
7 - out of area			

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Mavis Edey	M Edey	125 Norbuy Cr. R.D.	343-0091
Lori Watson	L Watson	5110 42 Ave R.D	343-0594
Gord Paton		84 Adams Cl. RD	343-0860
BARB DODTSON	B Dodtson	4817-52 St L.D	3149821

5 - out of area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Kelly Bethune	Kelly Bethune	7 Ives Cres RD	341-6279
Peggy Matchen	Peggy Matchen	112-37543 Englandway	340-3099
Beth [illegible]	[illegible]	511 Jacaranda Park	340783
Bill Ramji	[illegible]	13 Alexander Cl.	342-0317
Karen Renschler	Karen Renschler	87 Oak St.	342-1183
Nathan Smith	[illegible]	5213 East Ave	505-0169
Justin Pedersen	Justin Peda	64 Oliver st	309-8844
Josh Bridge	Josh Bridge	36 57 street	358-3418
BRAD BETHUNE	B Bethune	7 Ives Cres	341-6279
Kari Renschler	K Renschler	87 Oak St	342-1183
Brenda Craig	Brenda Craig	71 Bettenson St	346-2484
Karin Vela	[illegible]	96 Carpenter St	3466814
Jerry Matchen	[illegible]	112-37543 Englandway	3403094

10 - out of area

3 - within area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Rhonda Miller		149 Northey Ave.	346-4055
Barb Lewin		630 Maple Cres.	886-2413

2 - outside area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Donna Brown	Donna Brown	#107-4405-48 Ave.	598-4537
Jacqui Bourque	Jacqui Bourque	201 #8 Stanton ST	342-1985
Terrin Wismer	T Wismer	46 C Oriaway Ave	358-5314
Sabrina Ermel		15 Good Cres	347-7163
Brenda Trickett	Brenda Trickett	104 Dawson ST.	347-0783
Diane Peterson	Peterson	53 Kirkland Dr.	347-9937
Connie Baird	Connie Baird	17 Wadsworth	346 3401
Carl Ethier	Carl Ethier	4013-39 Street	346 8907

8- outside area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Ken Nelson	Ken Nelson	117 Dayton St.	346-2264
W. Gilchrist	W Gilchrist	3 Rutherford Cl	347-6167
A E Kedrun	Parkvale	Red Deer	
Lorne Pitney		Red Deer Ab	347-3039
Ruth Wells		"	347-5436
Robert Wayne		" 3[illegible] 23 15	
Bernice Bjorn		Box 1[illegible] Red Deer AB	346-6207
Helen Kubasek		Red Deer	
W.S. Webster	W.S. WEBSTER	#401 105 STANTON ST RED DEER	314 4180
Paul Quackenbush		Red Deer Ab.	
Paul Lynch		Red Deer AB.	

11- outside area

RESIDENTIAL

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NAME	SIGNATURE	ADDRESS	PHONE
Steve Parkin		4018 39 St.	346-8907
Shannon Dilworth		4017 39 St RD	347-9112
Julie Black		1288 Dunlop St.	358-3425
Don Pettypiece		"	"
Clarence Cazemier		7 Fish Close	(403) 347-6796
Barrie J Schultz		4644-45 St. RR	346-6987.
Iain Dunn	IAIN DUNN	23 Baines Cres	343-2016

7- outside area

LOCATION	SIGNED	NOT SIGNED
1005 Grey Dr.	not home	✓
1007 Grey Dr	not home	✓
1009 "	"	✓
1011 "	"	✓
1019 "	"	✓
1021 "	"	✓
1023 "	"	✓
1025 "	"	✓
1016 "	"	✓
1012 "	"	
1008 "	"	
1006 "	"	
1004 "	"	

13 total

13 - not home

LOCATION	SIGNED	NOT SIGNED
514	no	
513	not home	
4	"	
8	not home	
10	home, won't sign	
12	not home	
100	"	
102	won't answer door	
104	Come in Monday to complete to sign	
106	" " " " "	
110	no one home	
112	not informed	
116	home wouldn't answer door	
118	not home	
120	not home	
101	"	
~~125~~ 121	"	
123	"	
119	"	
111	"	
109	"	26 total
107	"	3+2+1+13 (19) - not home
403	"	2 - wouldn't answer
407	"	2 - Mond. 2 sign
409	"	1 - opposed
413	"	2 - not informed

LOCATION	SIGNED	NOT SIGNED
7125 Grey Drive	Not home	
7117 Grey Drive	"	
7113 Grey Drive	"	
7109 Grey Drive	"	
7053 Grey Drive	opposed	
7049 Grey Drive	Not home	
7045 Grey Drive	not home	
7041 Grey Drive	"	

8 total
1 - opposed
7 - not home

LOCATION	SIGNED	NOT SIGNED	
417	not informed		
421	" home		
425	Wouldnt answer door		
429	" " "		
721			
715	Not home.		
711	" "		
709	not legal age parents not home		
707	not home		
705	" "		
703	" "		
701	" "		
706	" "		
~~708~~ 605	" "		
615	" "		
609	" "		
222	" "		
226	" "		
216	" "	26 total	
214	" "	23	not home
210	" "	1	not informed
206	" "	2	Wouldnt answer
202	" "		
902	" "		
906	" "		
7137 Gray Drive	not home		

LOCATION	SIGNED	NOT SIGNED
512	Not home	
510	Not home	
506	Not home	
504	Not home	
501	Not home	
507	Not home	
509	[signature]	
604	Not home	
602	Not Signature	
603	Not home	
910	Would not sign	
36	Not home	
36	Not home	
35	Not home	
34	Not home	
31	Not home	
30	Not home	
29	Not Informed	
24	Not Home	
23	Not home	
15	Not home	
14	Not home	
2	Not home	

23 - total

19 - not home

1 - signed

2 - opposed

1 - uninformed

LOCATION	SIGNED	NOT SIGNED
632	✓	
634	Rec. letter in mail	✓
636	✓	
638	✓	
640	✓	
642	✓	
644	✓	
646	✓	
648	✓	
650	✓	
652	✓	
654	NOT Home	
656	No Opinion	
651	✓	
649	✓	
647	Don't know what I'm talking about	
645	✓	
643	✓	
843 Hwy 10	- Thinks it to close to people	
818	no thanks	

6 - total
2 - no opinion
1 - uninformed
1 - not home
1 - letter
1 - opposed

LOCATION		SIGNED	NOT SIGNED
6802 - 63 live		✓	
6804 -	✓		not home
6806	✓		not home
6808	✓		not home
6810	✓	✓	(concern re: political signage
6812	✓		home, but would not answer
6814	✓	✓	
6816	✓		home, but would not answer
6818	✓		
6820	✓	✓✓	
6822	✓	✓	
6824	✓	✓	
6826	✓		Home, but would not answer
6803	✓	✓	
6805	✓		Opposed.
6807	✓		not home
6809	✓		✓ ✓
6811	✓	✓	
6813	✓		Minor only at home
6815	✓		home, but would not answer
6817	✓	✓	
6819	✓		not home
6821	✓		not home

14 - total

9 - not home ||||/||||

4 - would not answer ||||

1 - opposed

LOCATION	SIGNED	NOT SIGNED
6302-69 St.		not home
6304 - ✓		undecided
6306 - ✓		home, but no answer
6308 - ✓	✓	
~~6310~~ 6310 - ✓		not home
6311 - ✓		not home
6309 - ✓		✓ ✓
6307 - ✓		
6305 - ✓	✓	
6303 - ✓		not home

10 total
1 undecided
8 not home
1 home, no answer

LOCATION	SIGNED	NOT SIGNED
674	undecided	✓
668	not home	✓
658	"	✓
662	"	✓
680	"	✓
684	"	✓
669	"	✓
6972	undecided	
6968	not home	✓
6964	" "	✓
6962	" "	✓

11 total
2 undecided
9 not home

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AR 248/98 Crematory
(Consolidated up to 251/2001)

ALBERTA REGULATION 248/98

Cemeteries Act

CREMATORY REGULATION

Table of Contents

Definitions 1
Application for crematory licence 2
Transfer of licence 3
Maintenance and operation 4
Burial permit and other authorizations 5
Register 6
Transitional 7
Repeal 8
Expiry 9
Coming into force 10

Definitions
1 In this Regulation,

(a) "Act" means the Cemeteries Act;

(b) "crematory licence" means a licence required under section 27 of the Act.

AR 248/98 s1;251/2001

Application for crematory licence
2(1) A person applying for a crematory licence or for the renewal of a crematory licence shall make application to the Director on the form set by the Director and the application shall be accompanied with

(a) any additional information required by the Director, and

(b) the fee set by the Director.

(2) Before granting a crematory licence or a renewal of a crematory

JAN-21-1996 03:16 P.04/04

licence, the Director may inspect the crematory or the proposed crematory site.

(3) A crematory licence and any renewal of a crematory licence expire on the March 31 following their issue.

Transfer of licence
3 A crematory licence is not transferable.

Maintenance and operation
4 The owner of a crematory shall maintain the crematory in good order and shall operate the crematory so that it does not give rise to any offence or public health nuisance.

Burial permit and other authorizations
5 The owner of a crematory shall not accept a dead human body for cremation unless the person seeking cremation files with the owner

(a) the prescribed copy of the burial permit issued under the Vital Statistics Act,

(b) a certificate issued under the Fatality Inquiries Act stating that a medical examiner has examined the medical certificate of death of the deceased, and

(c) any other authorization required under an enactment.

Register
6(1) The owner of a crematory shall keep a register in which the owner shall enter, with respect to each dead human body cremated,

(a) the name of the deceased person,

(b) the date of death,

(c) the place of death,

(d) the date of cremation,

(e) the location of the cremated remains or the name and address of the person into whose possession the owner of the crematory released the cremated remains,

(f) the name and address of the personal representative or next of kin of the deceased person,

(g) the name of the person who made the arrangements for cremation,

(h) the name of the physician giving the medical certificate of death, and

(i) the fee charged for services rendered.

(2) The owner of a crematory shall keep the register referred to in subsection (1) available for inspection by

(a) the Director or a person designated in writing by the Director,

(b) any police officer carrying out law enforcement duties, or

(c) any relative of a deceased person whose cremation is listed in the register.

Transitional
7(1) Where, on November 30, 1998, a person held a licence issued under Part 2 of the Act as it existed on that date,

(a) that person continues to hold that licence as if it were a crematory licence issued under the Act and this Regulation, and

(b) that licence expires on March 31, 1999.

(2) An application for a licence made under the Act as it existed on November 30, 1998 and not concluded by November 30, 1998 shall be dealt with under the Act and this Regulation.

Repeal
8 The Crematories Regulation (AR 239/90) is repealed.

Expiry
9 For the purpose of ensuring that this Regulation is reviewed for ngoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on November 30, 2003.

Coming into force
10 This Regulation comes into force on December 1, 1998.

Consolidated up to 157/2005)

ALBERTA REGULATION 276/2003

Environmental Protection and Enhancement Act

ACTIVITIES DESIGNATION REGULATION

Table of Contents

1 Interpretation

2 Definitions - approval activities

3 Definitions - registration activities

4 Definitions - notice activities

5 Designation of activities

6 Combined authorizations

7 Notice

8 Transitional - approvals

9 Transitional - permits

10 Transitional - waste management

10.1 Transitional - Schedule 1, Division 3 activities

11 Transitional - Schedule 2, Division 2 activities

12 Transitional - Schedule 2, Division 4 activities

13 Transitional - Schedule 3 activities

14 Repeal

15 Review

16 Coming into force

Schedules

Interpretation

1**(1)** In this Regulation, "Act" means the *Environmental Protection and Enhancement Act*.

(2) Where a term that is defined in the Act is used in this Regulation, it has that defined meaning for the purposes of this Regulation except where this Regulation gives it a different meaning.

Definitions - approval activities

2**(1)** The following definitions apply for the purposes of Division 1 of Schedule 1:

(a) "buried valley" means a valley containing coarse-grained fluvial or glacial fluvial deposits covered by glacial fill;

(a.1) "Class I compost facility" means a waste management facility where waste, not including hazardous waste, is decomposed through a controlled bio-oxidation process, including a thermophilic phase, that results in a stable humus-like material, but does not

include

(i) a residential composter,

(ii) a compost facility that receives only sludge as defined in the *Wastewater and Storm Drainage Regulation* (AR 119/93),

(iii) a Class II compost facility, or

(iv) a manure storage facility as defined in the *Agricultural Operation Practices Act*;

(a.2) "Class II compost facility" means a waste management facility where only vegetative matter or manure is decomposed through a controlled bio-oxidation process, including a thermophilic phase, that results in a stable humus-like material, but does not include

(i) a residential composter, or

(ii) a manure storage facility as defined in the *Agricultural Operation Practices Act*;

(b) "combustion unit" means an industrial kiln, an oven, a furnace, a boiler or a process heater;

(c) repealed AR 157/2005 s2;

(c.1) "container" means any portable device which is or was used to store or hold hazardous waste or dangerous goods;

(c.2) "dangerous goods" means a product, substance or organism that is by its nature or by the regulations under the *Transportation of Dangerous Goods Act, 1992* (Canada) included in any of the classes listed

in the Schedule to that Act;

(d) "dispose", when used with reference to the disposal of waste at a landfill or by deepwell injection, means the intentional placement of waste on or in land as its final resting place;

(e) "empty container" means a container that contains less than 2.5 centimetres of the original contents or less than 3% of the original contents, whichever is the lesser amount;

(f) "hazardous recyclable" means hazardous recyclable within the meaning of the *Waste Control Regulation* (AR 192/96);

(g) "hazardous waste" has the meaning given to it in the *Waste Control Regulation* (AR 192/96);

(h) repealed AR 157/2005 s2;

(i) "landfill" means a waste management facility at which waste is disposed of by placing it on or in land, but does not include a land treatment facility, a surface impoundment, a salt cavern or a disposal well;

(i.1) "mobile incinerator" means an incinerator that

(i) is not fixed to any location, and

(ii) is operated at any one location for at total of not more than 365 days in 2 consecutive calendar years;

(j) "oil production site" means the field production facilities for recovering oil or oil sands by drilling or other in-situ methods, including any injection or pumping facilities and any associated infrastructure,

where

(i) the site is located within the area illustrated in the *Guide For Oil Production Sites*, published by the Department, as amended or replaced from time to time, and

(ii) an environmental impact assessment report is required in respect of the proposed activity or was required under the *Land Surface Conservation and Reclamation Act*;

(k) "oilfield waste" means an unwanted substance or mixture of substances that results from the construction, operation, abandonment or reclamation of a facility, well site or pipeline as defined in the *Oil and Gas Conservation Act* and the regulations under that Act, but does not include an unwanted substance or mixture of substances from such a source that is received for storage, treatment, disposal or recycling at a facility authorized for that activity pursuant to the *Environmental Protection and Enhancement Act*;

(l) "oilfield waste management facility" means a facility that is approved under the *Oil and Gas Conservation Act* and the regulations under that Act to process, treat, dispose of, store or recycle oilfield waste;

(m) "processing" when used with reference to hazardous recyclables includes, but is not limited to,

(i) the incorporation of hazardous recyclables into a product without pretreating them, and

(ii) processing by means of physical, chemical, thermal or biological processes;

(n) "prohibited debris" means any combustible waste

that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours or toxic substances and includes but is not limited to

(i) animal manure,

(ii) pathological waste,

(iii) non-wooden material,

(iv) waste material from building or construction sites, excluding wooden materials that do not contain wood preservatives,

(v) combustible material in automobile bodies,

(vi) tires,

(vii) rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel,

(viii) solid waste from sawmills or planing mills with an annual production in excess of 9500 cubic metres of lumber,

(ix) used oil,

(x) wood or wood products containing substances for the purpose of preserving wood;

(o) "recyclable" means a substance or mixture of substances that is intended to be recycled;

(p) "residential composter" means a composter that

(i) is located at a residence,

(ii) is used to decompose manure, food scraps or vegetative matter resulting from gardening, horticulture, landscaping or land clearing, and

(iii) uses a controlled bio-oxidation process that results in a stable humus-like material;

(q) repealed AR 157/2005 s2;

(r) "space heater" means an oil fired heater used for heating the interior of a structure;

(s) "surface impoundment" means a facility that consists of an excavation or diked area that is formed primarily of earthen materials and is used for the storage of waste;

(t) "waste" means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, but does not include recyclables.

(2) The following definitions apply for the purposes of Division 2 of Schedule 1:

(a) "biotechnology products manufacturing plant" means a plant that produces products using the application of science and engineering in the direct or indirect use of living organisms or parts or products of living organisms in their natural or modified form, but does not include a facility that engages solely in research;

(b) "brine processing plant" means a plant that produces or processes brine products, including common table salt;

(c) "brine storage pond" means a pond that is used for the storage of water that contains more than 5000 milligrams per litre of chlorides;

(d) "building products manufacturing plant" means a plant that manufactures asphalt shingles, gypsum wallboard, bricks or tiles;

(e) "bulk petroleum storage facility" means a facility that has the capacity to store 10 000 cubic metres or more of refined petroleum products;

(f) "cement plant" means a plant that manufactures Portland cement;

(g) "chemical manufacturing plant" means a plant that manufactures organic or inorganic chemicals, but does not include an oil refinery, a sugar refinery, a gas processing plant, a petrochemical manufacturing plant, a food processing plant or a plant that only blends or packages chemicals;

(h) "chemical storage facility" means a facility that has a storage capacity for organic or inorganic chemicals of 5000 cubic metres or more;

(i) "coke or carbon manufacturing plant" means a plant that produces or processes coke or carbon products;

(j) "crude bitumen" means a naturally occurring viscous mixture, mainly of hydrocarbons heavier than pentane, that may contain sulphur compounds and that, in its naturally occurring viscous state, will not flow to a well;

(k) "crude oil" means a mixture mainly of pentanes and

heavier hydrocarbons that

(i) is recovered or is recoverable at a well from an underground reservoir, and

(ii) is liquid at the conditions under which its volume is measured or estimated,

and includes all other hydrocarbon mixtures so recovered or recoverable except raw gas condensate or crude bitumen;

(l) "distillery" means a plant for

(i) the extraction of alcoholic liquors for commercial purposes, or

(ii) the production of fuel grade ethanol

that has a design production capacity of greater than 1 000 000 litres per year of 100% alcohol or the equivalent;

(m) "domestic wastewater" means wastewater that is the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation or other domestic purposes, together with any infiltration and inflow wastewater, that is released into a wastewater collection system;

(n) "electrical and electronic components plant" means a plant that manufactures electrical and electronic components including but not limited to semiconductors, electronic crystals or luminescent materials, and that

(i) releases industrial wastewater to the

environment other than to a wastewater treatment plant,

(ii) has an industrial wastewater release greater than 0.05 cubic metres per second, or

(iii) emits volatile organic compounds in an amount greater than 10 tonnes per year;

(o) "electroplating plant" means a plant that carries out metal electroplating, anodizing or galvanizing processes and releases industrial wastewater to the environment other than to a wastewater treatment plant;

(p) "enhanced recovery in-situ oil sands or heavy oil processing plant" means a plant that processes or recovers heavy oil or crude bitumen by thermal or solvent in-situ recovery methods, but does not include any production facilities that are connected by pipeline to the plant;

(q) "explosives manufacturing plant" means a plant that manufactures dynamite, nitroglycerin, ammonium nitrate, cyclotrimethylene trinitramine (RDX), cyclotetramethylene tetranitramine (HMX) or trinitrotoluene (TNT), but does not include

(i) blending and mixing facilities located on sites, including mine sites, where explosives are being used, or

(ii) fertilizer manufacturing plants;

(r) "fertilizer manufacturing plant" means a plant that manufactures a substance or a mixture of substances that contains one or more compounds of nitrogen, phosphorus, potassium or other plant food and is sold or represented for use as a plant nutrient;

(s) "fertilizer storage facility" means a facility that has the capacity to store fertilizer in quantities of

(i) 1000 tonnes or more of anhydrous ammonia,

(ii) 10 000 tonnes or more of granular or prilled ammonium phosphate or ammonium nitrate or urea fertilizer products, or

(iii) 5000 cubic metres or more of liquid fertilizer;

(t) "forage drying facility" means a plant that removes water, in a gaseous or liquid state, from forage crops including but not limited to alfalfa, brome, timothy, clovers, fescues or any combination of those crops, but does not include a facility that does not conduct fossil fuelled thermal drying prior to the cube or pellet formation stage;

(u) "foundry" means a facility that produces metal products through thermal melting and casting or moulding of metals, including reclaimed metals, and that has a nominal melting rate of greater than 5 tonnes per hour of metal;

(v) "glass manufacturing plant" means a plant that manufactures glass or glass products by using a fossil fuelled furnace or an electric furnace and that is designed to produce more than 5 tonnes of glass or glass products per day;

(w) "hamlet" means an unincorporated community that has been designated as a hamlet in accordance with the *Municipal Government Act*;

(x) "hydrostatic testing" means hydrostatic testing of vessels, impoundments or pipes that generate greater than 1000 cubic metres of water, but does not include hydrostatic testing of petroleum liquid

pipelines or gas pipelines;

(y) "industrial development" means any development on the site of a plant;

(z) "industrial runoff" means surface water resulting from precipitation that falls on a plant;

(aa) "industrial wastewater" means the composite of liquid wastes and water-carried wastes, any portion of which results directly from an industrial process carried on at a plant;

(bb) "in-situ surface water treatment" means the in-situ application of a substance other than a pesticide to surface water, except in a dugout, for restoration, enhancement or other purposes;

(cc) "insulation manufacturing plant" means a plant that manufactures thermal insulation products;

(dd) "iron and steel mill" means a facility that manufactures iron and steel through the use of heating or thermal melting other than welding, but does not include a facility that fabricates secondary products from iron or steel;

(ee) "lead smelter" means a plant that processes lead bearing ores, concentrates or reclaimed lead into lead products and uses thermal reaction or thermal melting processes;

(ff) "lime plant" means a plant that manufactures lime or other calcium carbonate derivatives as a saleable product;

(gg) "liquid fertilizer" means a mixture of fertilizer materials, including fillers or additives, that is dissolved or suspended in a

liquid;

(hh) "malting plant" means a plant that produces barley malt;

(ii) "meat plant" means a plant, including a meat facility as defined in the *Meat Inspection Act*, that

(i) processes into saleable products

(A) fish, molluscs or crustaceans, or

(B) carcasses or primal cuts of meat,

(ii) annually produces more than

(A) 1500 tonnes live weight of red meat,

(B) 130 tonnes live weight of poultry, or

(C) 130 tonnes of fish,

and

(iii) releases industrial wastewater into the environment;

(jj) "metal manufacturing plant" means a plant, other than a foundry, that produces metals;

(kk) "methane" means, in addition to its normal scientific meaning, a gaseous mixture composed mainly of methane and which may contain ethane, nitrogen, helium or carbon dioxide;

(ll) "milk products plant" means a plant that

(i) processes more than 5000 cubic metres per year of raw milk to produce a milk product, including but not limited to cheese, milk powder, butter milk powder, and whey powder, and

(ii) releases industrial wastewater into the environment;

(mm) "municipal development" means any development that consists of 2 or more lots, but does not include a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, privately owned development or industrial development;

(nn) "oil" means condensate or crude oil, or a constituent of raw gas, condensate or crude oil that is recovered in processing and that is liquid at the conditions under which its volume is measured or estimated;

(oo) "oil refinery" means a plant for manufacturing hydrocarbon products from oil, heavy oil, crude bitumen or synthetic crude oil;

(pp) "oil sands processing plant" means a plant for

(i) the recovery from oil sands of crude bitumen, sand and other substances, or

(ii) the extraction from crude bitumen of crude oil, natural gas and other substances;

(qq) "oil seed processing plant" means a plant for the commercial production of edible oil products;

(rr) "paper product" means paper, coated paper, paperboard, hardboard, boxboard, linerboard, insulating board, building board, corrugating medium, tissue, moulded cellulose product and any other product directly derived from pulp, but does not include viscose, rayon, cellophane or any other cellulose derivative;

(ss) "pesticide manufacturing plant" means a plant that manufactures pesticides;

(tt) "petrochemical manufacturing plant" means a plant that manufactures organic chemical substances produced from petroleum-based materials, but does not include an oil refinery, a gas processing plant or a plant that only blends or packages petrochemicals;

(uu) "plant" means all buildings, structures, process equipment, pipelines, vessels, storage and material handling facilities, roadways and other installations, used in and for any activity listed in section 2 of the Schedule of Activities in the Act, including the land, other than undeveloped land, that is used for the purposes of the activity;

(vv) "power plant" means a plant that produces steam or thermal electrical power and has a rated production output of greater than one megawatt under peak load, but does not include a production facility for space heating;

(ww) "private utility" means a wastewater system or storm drainage system that is owned and operated by a person other than a local authority, municipal development, industrial development or privately owned development, but does not include a system that services only a single family dwelling or a farmstead;

(xx) "privately owned development" means a

recreational development, school, mobile home park, restaurant, motel, community hall, work camp, holiday trailer park, campsite, picnic site, information centre or other similar development, including such a development owned or operated by the Government that is on a parcel of land that is not subdivided, but does not include

(i) a single family dwelling, or

(ii) a farmstead;

(yy) "pulp" means processed cellulose fibres that are derived from wood, other plant material or recycled paper products;

(zz) "pulp manufacturing plant" means a plant that manufactures pulp products;

(aaa) "pulp and paper manufacturing plant" means a plant that manufactures pulp and paper products;

(bbb) "rail car washing facility" means a commercial facility for the interior cleaning of rail cars;

(ccc) "raw gas" means a mixture

(i) that contains methane, and may also contain other paraffinic hydrocarbons, nitrogen, carbon dioxide, hydrogen sulphide, helium and minor impurities,

(ii) that is recovered or is recoverable at a well from an underground reservoir, and

(iii) that is gaseous at the conditions under which its volume is measured or estimated;

(ddd) "red meat" means any meat other than poultry or fish or molluscs or crustaceans;

(eee) "rendering plant" means a plant that renders meat or animal or poultry products with or without oil refining;

(fff) "sewer" means any system of pipes, drains, pumping works, equipment, structures and other things used for the collection, transportation or disposal of wastewater, but does not include any building drain, plumbing or building sewer;

(ggg) "sludge" means the accumulated wet or dry solids that are separated from wastewater during treatment, including the precipitate resulting from the chemical or biological treatment of wastewater;

(hhh) "sour gas processing plant" means a plant that processes raw gas and separates and removes sulphur compounds from the raw gas stream;

(iii), (jjj) repealed AR 157/2005 s2;

(kkk) "sugar refinery" means a plant that receives sugar beets or other naturally occurring plants and processes them into marketable sugar products for human consumption and other by-products that can be used for animal consumption;

(lll) "sulphur manufacturing or processing plant" means a plant that manufactures or processes compounds containing elemental sulphur in quantities greater than 1.0 tonne per day;

(mmm) "sulphur storage facility" means a facility that has a storage capacity for sulphur of greater than 100 tonnes;

(nnn) "sweet gas processing plant" means a plant that

(i) processes raw gas,

(ii) does not separate any sulphur compounds from the raw gas stream, and

(iii) releases industrial wastewater to the environment other than by evaporation, by injection into an approved deep well facility, or by directing the industrial wastewater to a wastewater treatment plant;

(ooo) "synthetic crude oil" means a mixture, mainly of pentanes and heavier hydrocarbons, that may contain sulphur compounds, that is derived from crude bitumen and that is liquid at the conditions under which its volume is measured or estimated, and includes all other hydrocarbon mixtures derived from crude bitumen;

(ppp) "tannery" means any plant that receives more than 2000 animal hides or skins per month and processes those hides into leather or leather products;

(qqq) "vegetable plant" means a plant that

(i) processes more than 7500 tonnes per year of vegetables by slicing, cooking, dehydrating or freezing in preparation for sale and distribution, and

(ii) releases industrial wastewater into the environment;

(rrr) "wastewater" means domestic wastewater and may

include industrial wastewater;

(sss) "wastewater collection system" means a system of sewers, valves, fittings, pumping stations and appurtenances that is used to collect wastewater, up to and including the service connection;

(ttt) "wastewater lagoon" means a wastewater treatment plant that consists of one or more designed and constructed surface impoundments used for biological and physical treatment of wastewater, but does not include such a plant where it uses mechanical aeration;

(uuu) "wastewater treatment plant" means any structure, thing or process used for physical, chemical, biological or radiological treatment of wastewater, and includes a structure, thing or process used for

(i) wastewater storage,

(ii) treated wastewater use and disposal, and

(iii) sludge treatment, storage and disposal;

(vvv) "wood processing plant" means a plant that produces

(i) lumber at an annual capacity greater than 20 million foot board measures, or

(ii) plywood, oriented strand board, particle board or other panel board products made from organic material at an annual capacity greater than the equivalent of 30 million square feet of 3/8 inch panel;

(www) "wood treatment plant" means a plant that preserves

or protects wood or wood products through the use of wood treatment chemicals.

(3) The following definitions apply for the purposes of Division 3 of Schedule 1:

(a) repealed AR 142/2004 s2;

(b) "coal", in addition to its ordinary meaning, includes manufactured chars, cokes and any manufactured solid coal product that is used or useful as a reductant or energy source or for conversion into a reductant or energy source;

(c) "coal processing plant" means a coal processing plant as defined in the *Coal Conservation Act* and any associated infrastructure connected with the coal processing plant;

(d) "crude bitumen" means a naturally occurring viscous mixture, mainly of hydrocarbons heavier than pentane, that may contain sulphur compounds and that, in its naturally occurring viscous state, will not flow to a well;

(e) "Green Area" means that part of Alberta shown outlined and coloured green on the map annexed to

(i) Ministerial Order 71/85 dated May 7, 1985 and made pursuant to the *Public Lands Act*, as that order is amended from time to time, or

(ii) any order made in substitution for the order referred to in subclause (i), as amended from time to time;

(f) "infrastructure" means any works, buildings,

structures, facilities, equipment, apparatus, mechanism, instrument or machinery belonging to or used in connection with a mine, oil production site, pipeline, quarry, peat operation, coal processing plant or transmission line, and includes any storage site or facility, disposal site or facility, access road, haul road, railway or telecommunication line;

(g) "oil production site" means the field production facilities for recovering oil or oil sands by drilling or other in-situ methods, including any injection or pumping facilities and any associated infrastructure, where

(i) the site is located within the area illustrated in the *Guide For Oil Production Sites*, published by the Department, as amended or replaced from time to time, and

(ii) an environmental impact assessment report is required in respect of the proposed activity or was required under the *Land Surface Conservation and Reclamation Act*;

(h) "peat operation" means any opening or excavation in, or working of, the surface or subsurface of the ground for the purpose of working, recovering, opening up or proving any peat or peaty substance and in respect of which an environmental impact assessment report is required, and includes any associated infrastructure connected with the peat operation;

(i) "pipeline" means a pipeline as defined in the Act and any infrastructure in connection with that pipeline, but does not include the following:

(i) a pipeline or part of a pipeline located in a city, town, specialized municipality, village, summer village, hamlet or

settlement area as defined in the *Metis Settlements Act*;

(ii) a pipeline or part of a pipeline located in a plant site at which an activity that requires an approval under this Regulation is carried on;

(iii) a pipeline with a length in kilometres times outside diameter in millimetres resulting in an index number of less than 2690;

(iv) a pipeline regulated pursuant to the *National Energy Board Act* (Canada);

(v) a pipeline that is a rural gas utility as defined in the *Gas Protection Act*;

(vi) a pipeline that is part of a waterworks system, wastewater system or storm drainage system that has a length in kilometres times outside diameter in millimetres resulting in an index number of less than 2690;

(vii) a pipeline that is ploughed in;

(viii) a pipeline that is used solely for the purposes of an agricultural operation and is located wholly on land that is used for the purposes of an agricultural operation;

(ix) a pipeline that is abandoned in the ground;

(x) a pipeline located in the Green Area;

(j), (k) repealed AR 142/2004 s2;

(l) "quarry" means an opening or excavation in, or

working of, the surface or subsurface for the purpose of working, recovering, opening up or proving

(i) any mineral other than coal, a coal bearing substance, oil sands or an oil sands bearing substance, or

(ii) ammonite shell,

and in respect of which an environmental impact assessment report is required, and includes any associated infrastructure connected with the quarry;

(m) "transmission line" means a transmission line as defined in the Act, and any infrastructure in connection with that transmission line, with a voltage of 130 kilovolts or more and in respect of which an environmental impact assessment report is required.

(4) The following definitions apply for the purposes of Division 5 of Schedule 1:

(a) "hamlet" means an unincorporated community that has been designated as a hamlet in accordance with the *Municipal Government Act*;

(b) "high quality groundwater" means groundwater that

(i) does not require treatment to comply with the applicable physical, chemical and radiological Maximum Acceptable Concentration or Interim Maximum Acceptable Concentration, except for fluoride, specified in the *Guidelines for Canadian Drinking Water Quality*, published by Health Canada, as amended or replaced from time to time, for the parameters listed in the *Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Drainage Systems*, published by the

Department, as amended or replaced from time to time,

(ii) contains a concentration of naturally occurring fluoride of less than or equal to 2.4 milligrams per litre, and

(iii) is not under the direct influence of surface water;

(c) "industrial development" means any development on the site of a plant referred to in section 2 of the Schedule of Activities in the Act;

(d) "municipal development" means a development that consists of 2 or more lots, but does not include a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, privately owned development or industrial development;

(e) "private utility" means a waterworks system that is owned and operated by a person other than a local authority, municipal development, industrial development or privately owned development, but does not include a system that services only a single family dwelling or a farmstead;

(f) "privately owned development" means a recreational development, school, mobile home park, restaurant, motel, community hall, work camp, holiday trailer park, campsite, picnic site, information centre or other similar development, including such a development owned or operated by the Government, that is on a parcel of land that is not subdivided, but does not include

(i) a single family dwelling, or

(ii) a farmstead;

(g) "water treatment plant" means the physical components of the waterworks system that are used to produce potable water, and includes components associated with the management of any wastes generated during treatment;

(h) "watering point" means a waterworks system that provides potable water in bulk to the public;

(i) "waterworks system" means any system providing potable water to a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, municipal development, industrial development, privately owned development or private utility, and includes any or all of the following components:

(i) water wells connected to water supply lines, surface water intakes or infiltration galleries that constitute the water supply;

(ii) water supply lines;

(iii) on-stream and off-stream water storage facilities;

(iv) water pumphouses;

(v) water treatment plants;

(vi) potable water transmission mains;

(vii) potable water storage facilities;

(viii) potable water pumping facilities;

(ix) water distribution systems;

(x) watering points.

AR 276/2003 s2;142/2004;157/2005

Definitions - registration activities

3**(1)** The following definitions apply for the purposes of Division 1 of Schedule 2:

(a) "alternate fuel" means a liquid that

(i) is capable of being pumped,

(ii) is derived from recyclables,

(iii) has a net heat value equal to or greater than 12 780 kilojoules per kilogram (5500 BTU per pound),

(iv) meets all of the quality limits for the parameters as specified in Table 10-1 of the *Code of Practice for Energy Recovery, 2005*, published by the Department, as amended or replaced from time to time, and

(v) may contain, without limitation, one or more of the following substances:

(A) refined or synthetic petroleum-based oils, including but not limited to, automotive lubricating oil, compressor oil, fuel oil, gear oil or hydraulic oil;

(B) fuels, including but not limited to, diesel,

naphtha, gasoline or kerosene;

(C) condensate that contains less than 0.2 parts per million of hydrogen sulphide;

(D) antifreeze;

(E) glycols;

(F) alcohols;

(G) non-halogenated solvents that contain less than 0.2 parts per million of hydrogen sulphide;

(H) animal or vegetable based oils;

(a.1) "burning waste as fuel" means the thermal destruction of waste or a recyclable in a thermal converter, combustion unit or space heater for the purposes of producing heat or electricity, but does not include

(i) the burning of alternate fuel,

(ii) the burning of 4500 litres or less of used oil per year where the used oil

(A) is generated on-site, and

(B) is burned in equipment that meets CSA standards,

or

(iii) an activity that is governed by an

authorization issued under the *Oil and Gas Conservation Act*;

(a.2) "Class I compost facility" means a Class I compost facility as defined in section 2(1)(a.1);

(b) "combustion unit" means an industrial furnace, a boiler or a process heater;

(c) repealed AR 157/2005 s3;

(c.1) "energy recovery" means

(i) the production of alternate fuel, or

(ii) burning waste as fuel;

(c.2) "hazardous waste" has the meaning given to it in the *Waste Control Regulation* (AR 192/96);

(d) "land treatment" means

(i) the controlled application of a substance on the land surface and the incorporation of the substance into the upper soil zone,

(ii) the controlled application of soil containing hydrocarbons on the land surface, with or without incorporation of the soil containing hydrocarbons into the upper soil zone, or

(iii) the controlled application of soil containing hydrocarbons onto a man-made surface or containment system,

in such a manner that physical, chemical or biological removal or degradation of the substance or hydrocarbons takes

place, but does not include

(iv) the controlled application to land of sludge as defined in the *Wastewater and Storm Drainage Regulation* (AR 119/93), or

(v) the controlled application of a substance to land where that activity constitutes an agricultural operation as defined in the *Agricultural Operation Practices Act*;

(e) "landfill" means a waste management facility at which waste is disposed of by placing it on or in land, but does not include a land treatment facility, a surface impoundment, a salt cavern or a disposal well;

(e.1) "mobile incinerator" means an incinerator that

(i) is not fixed to any location, and

(ii) is operated at any one location for a total of not more than 365 days in 2 consecutive calendar years;

(f) "petroleum based oil" means petroleum based oil that includes polyalphaolefins and diesters synthetic oils, but does not include

(i) any other synthetic oils,

(ii) metal working oils,

(iii) fire resistant fluids,

(iv) brake fluids,

(v) emulsions of water and any other organic

solvent,

(vi) halogenated compounds,

(vii) solvents containing greater than 0.2 ppm of hydrogen sulphide, or

(viii) oils or fluids containing toxic substances;

(f.1) "production of alternate fuel" means the collection and processing of recyclables to produce alternate fuel, where 10 tonnes or less of recyclables per month are used for that purpose, but does not include an activity that is governed by an authorization issued under the *Oil and Gas Conservation Act*;

(f.2) "recyclable" means a substance or mixture of substances that is intended to be recycled;

(g) "residential composter" means a composter that

(i) is located at a residence,

(ii) is used to decompose manure, food scraps or vegetative matter resulting from gardening, horticulture, landscaping or land clearing, and

(iii) uses a controlled bio-oxidation process that results in a stable humus-like material;

(h) "small incinerator" means

(i) a mobile incinerator that, by means of burning under controlled conditions, treats waste that contains

(A) halogenated organic compounds in an amount of not more than 1000 milligrams per kilogram of waste,

(B) polychlorinated biphenyls in an amount of not more than 50 milligrams per kilogram of waste,

(C) lead in an amount of not more than 100 milligrams per kilogram of waste, or

(D) mercury in an amount of not more than 2 milligrams per kilogram of waste,

and

(ii) an incinerator that, by means of burning under controlled conditions, treats not more than 10 tonnes of waste per month and

(A) is fixed to one location, or

(B) is operated at any one location for a total of more than 365 days in 2 consecutive calendar years,

but does not include an incinerator that

(iii) is used by one single-family detached dwelling to burn household waste that is generated only by that household,

(iv) is used for burning kitchen camp wastes at a mining, construction, demolition, drilling or exploration site,

(v) is used for burning human bodies at a crematory that is licensed under the *Cemeteries Act*, or

(vi) is governed by an authorization issued under

the *Oil and Gas Conservation Act*;

(i) "soil containing hydrocarbons" means soil that is contaminated with only gasoline, kerosene, jet fuel or diesel fuel, or any combination of them;

(j) "space heater" means an oil fired heater used for heating the interior of a structure;

(k) "surface impoundment" means a facility that consists of an excavation or diked area that is formed primarily of earthen materials and is used for the storage of hazardous waste;

(l) "used oil" means a petroleum based oil that has been used primarily as lubricating oil in, without limitation, combustion engines, turbines, transmissions, gear boxes and hydraulic equipment;

(m) "waste" means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, but does not include recyclables.

(2) The following definitions apply for the purposes of Division 2 of Schedule 2:

(a) "asphalt paving plant" means a plant that manufactures asphalt through the mixing of aggregate and asphalt oil or recycled asphalt material, but does not include hot in-place recycling equipment;

(b) "compressor and pumping station" means a facility for the movement of a fluid by means of compression and pumping of the fluid and that has a total oxides of nitrogen emission rate of greater than 16

kilograms per hour;

(c) "concrete producing plant" means a stationary plant that manufactures concrete and has a designed production rate of at least 120 tonnes of concrete per hour or 50 cubic meters of concrete per hour;

(d) "domestic wastewater" means the wastewater that is the composite of liquid and water-carried wastes associated with the use of water for drinking, cooking, cleaning, washing, hygiene, sanitation or other domestic purposes, together with any infiltration and inflow wastewater, that is released into a wastewater collection system;

(e) "foundry" means a plant that

(i) produces metal products through thermal melting and casting or moulding of metals, including reclaimed metals, and

(ii) has a nominal melting rate of not more than 5 tonnes per hour of metal;

(f) "hydrologic tracing analysis study" means a study in which dissolved or suspended material such as salts, radioisotopes or fluorescent dyes are used to determine the path or rate of movement and dispersion of a substance;

(g) "hydrostatic testing" means hydrostatic testing of petroleum liquid pipelines or gas pipelines;

(h) "industrial development" means any development on the site of a plant;

(i) "industrial runoff" means surface water resulting

from precipitation that falls on a plant;

(j) "industrial wastewater" means the composite of liquid wastes and water-carried wastes, any portion of which results directly from an industrial process carried on at a plant;

(k) "municipal development" means any development that consists of 2 or more lots, but does not include a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, privately owned development or industrial development;

(l) "plant" means all buildings, structures, process equipment, pipelines, vessels, storage and material handling facilities, roadways and other installations, used in and for any activity listed in section 2 of the Schedule of Activities in the Act, including the land, other than undeveloped land, that is used for the purposes of the activity;

(m) "private utility" means a wastewater system or storm drainage system that is owned and operated by a person other than a local authority, municipal development, industrial development or privately owned development, but does not include a system that services only a single family dwelling or a farmstead;

(n) "privately owned development" means a recreational development, school, mobile home park, restaurant, motel, community hall, work camp, holiday trailer park, campsite, picnic site, information centre or other similar development, including such a development owned or operated by the Government that is on a parcel of land that is not subdivided, but does not include

(i) a single family dwelling, or

(ii) a farmstead;

(o) "sewer" means any system of pipes, drains, pumping works, equipment, structures and other things used for the collection, transportation or disposal of storm drainage or wastewater, but does not include any building drain, plumbing or building sewer;

(p) "sludge" means the accumulated wet or dry solids that are separated from wastewater during treatment, including the precipitate resulting from the chemical or biological treatment of wastewater;

(q) "storm drainage" means drainage, including industrial runoff, resulting from precipitation;

(r) "storm drainage collection system" means any system of sewers, valves, fittings, pumping stations and appurtenances that is used to collect storm drainage, up to and including the service connection;

(s) "sweet gas processing plant" means a plant that processes raw gas and

(i) does not separate any sulphur compounds from the raw gas stream,

(ii) emits more than 16 kilograms per hour of oxides of nitrogen, and

(iii) does not release industrial wastewater to the environment other than by evaporation, by injection into an approved deep well facility, or by directing the industrial wastewater to a wastewater

treatment plant;

(t) "tanker truck washing facility" means a commercial facility for cleaning the interior of the tanks of tanker trucks;

(u) "wastewater" means domestic wastewater and may include industrial wastewater;

(v) "wastewater collection system" means a system of sewers, valves, fittings, pumping stations and appurtenances that is used to collect wastewater, up to and including the service connection;

(w) "wastewater lagoon" means a wastewater treatment plant that consists of one or more designed and constructed surface impoundments used for biological and physical treatment of wastewater, but does not include such a plant where it uses mechanical aeration;

(x) "wastewater treatment plant" means any structure, thing or process used for physical, chemical, biological or radiological treatment of wastewater, and includes a structure, thing or process used for

(i) wastewater storage,

(ii) treated wastewater use and disposal, and

(iii) sludge treatment, storage and disposal.

(3) The following definitions apply for the purposes of Division 3 of Schedule 2:

(a) "borrow excavation" means an excavation in the surface made solely for the purpose of removing borrow material for

(i) the construction of the sub-base for a specific

roadway project, or

(ii) the construction of a dam, canal, dike, structure or erosion protection works associated with a provincial water management infrastructure project,

and includes any associated infrastructure connected with the borrow excavation;

(b) repealed AR 157/2005 s3;

(c) "infrastructure" means any works, buildings, structures, facilities, equipment, apparatus, mechanism, instrument or machinery belonging to or used in connection with a pit, and includes any storage site or facility, disposal site or facility, access road, haul road, railway or telecommunication line;

(d) "pit" means an opening or excavation in or working of the surface or subsurface for the purpose of removing any sand, gravel, clay or marl, where the area of the pit and any associated infrastructure, including stockpiles, connected with the pit, is on or after November 1, 2004 greater than or equal to 5 hectares (12.5 acres), but does not include

(i) a borrow excavation,

(ii) a pit on public land,

(iii) a pit, or a portion of a pit, where the surface or subsurface of the land has not been disturbed by pit operations since August 15, 1978, or

(iv) a pit, or a portion of a pit, on which a waste management facility is operating or operated pursuant to a valid approval or

registration under the Act;

(e) "public land" means land of the Crown in right of Alberta to which the *Public Lands Act* applies.

(4) The following definitions apply for the purposes of Division 5 of Schedule 2:

(a) "hamlet" means an unincorporated community that has been designated as a hamlet in accordance with the *Municipal Government Act*;

(b) "high quality groundwater" means groundwater that

(i) does not require treatment to comply with the applicable physical, chemical and radiological Maximum Acceptable Concentration or Interim Maximum Acceptable Concentration, except for fluoride, specified in the *Guidelines for Canadian Drinking Water Quality*, published by Health Canada, as amended or replaced from time to time, for the parameters listed in the *Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Drainage Systems*, published by the Department, as amended or replaced from time to time,

(ii) contains a concentration of naturally occurring fluoride of less than or equal to 2.4 milligrams per litre, and

(iii) is not under the direct influence of surface water;

(c) "industrial development" means any development on the site of a plant referred to in section 2 of the Schedule of Activities in the Act;

(d) "municipal development" means a development that consists of 2 or more lots but does not include a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, privately owned development or industrial development;

(e) "private utility" means a waterworks system that is owned and operated by a person other than a local authority, municipal development, industrial development or privately owned development, but does not include a system that services only a single family dwelling or a farmstead;

(f) "privately owned development" means a recreational development, school, mobile home park, restaurant, motel, community hall, work camp, holiday trailer park, campsite, picnic site, information centre or other similar development, including such a development owned or operated by the Government, that is on a parcel of land that is not subdivided, but does not include

(i) a single family dwelling, or

(ii) a farmstead;

(g) "watering point" means a waterworks system that provides potable water in bulk to the public;

(h) "waterworks system" means any system providing potable water to a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, municipal development, industrial development, privately owned development or private utility, and includes any or all of the following components:

(i) water wells connected to water supply lines, surface water intakes or infiltration galleries that constitute the water supply;

(ii) water supply lines;

(iii) on-stream and off-stream water storage facilities;

(iv) water pumphouses;

(v) water treatment plants;

(vi) potable water transmission mains;

(vii) potable water storage facilities;

(viii) potable water pumping facilities;

(ix) water distribution systems;

(x) watering points.

AR 276/2003 s3;142/2004;157/2005

Definitions - notice activities

4 The following definitions apply for the purposes of Schedule 3:

(a) "Class II compost facility" means a waste management facility where only vegetative matter or manure is decomposed through a controlled bio-oxidation process, including a thermophilic phase, that results in a stable humus-like material, but does not include

(i) a residential composter, or

(ii) a manure storage facility as defined in the *Agricultural Operation Practices Act*,

(a.1) "exploration operation" means any investigation, work or act to determine the presence of coal or oil sands by test drilling, excavation or other means that results in surface disturbance or that may cause an adverse effect, but excludes any exploration operation that is the subject of a permit, licence or approval under the *Exploration Regulation* (AR 214/98);

(b) "residential composter" means a composter that

(i) is located at a residence,

(ii) is used to decompose manure, food scraps or vegetative matter resulting from gardening, horticulture, landscaping or land clearing, and

(iii) uses a controlled bio-oxidation process that results in a stable humus-like material;

(c) "storage site" means a waste management facility where waste, other than hazardous waste, is

(i) stored,

(ii) sorted, compacted, shredded, ground or processed, or

(iii) collected and held for removal to another waste management facility.

AR 276/2003 s4;157/2005

Designation of activities

5**(1)** The activities listed in Schedule 1 are designated as activities in respect of which an approval is required.

(2) The activities listed in Schedule 2 are designated as activities in respect of which a registration is required.

(3) The activities listed in Schedule 3 are designated as activities in respect of which notice to the Director under Part 3 of the Act must be given.

(4) Notwithstanding subsections (1) to (3), an activity undertaken at an oilfield waste management facility as defined in section 2(1)(l) does not require an approval, a registration or the provision of notice under Part 3 of the Act.

Combined authorizations

6**(1)** Where an operation or undertaking consists of or includes more than one activity listed in Schedule 1, the applicant may submit one or more applications to the Director relating to those activities and the Director may issue one or more approvals authorizing those activities.

(2) Where an operation or undertaking consists of or includes more than one activity listed in Schedule 2, the applicant may submit one or more applications to the Director relating to those activities and the Director may issue one or more registrations authorizing those activities.

(3) Where an operation or undertaking consists of or includes

(a) at least one activity listed in Schedule 1, and

(b) at least one activity listed in Schedule 2,

the applicant may submit one or more applications to the Director relating to those activities and the Director may issue one or more approvals authorizing those activities.

Notice

7 A notice for the purposes of Part 3 of the Act must be in a form acceptable to the Director and must contain the following information:

(a) name and address of the person responsible for the activity;

(b) location and description of the activity;

(c) proposed dates for construction commencement, construction completion and commencement of operation of the activity;

(d) any other information required by the Director in respect of the activity.

Transitional - approvals

8 A deemed approval that was continued under section 4 of the *Activities Designation Regulation* (AR 110/93) and section 8 of the *Activities Designation Regulation* (AR 211/96) expires

(a) in the case of an approval referred to in section 4(14) of the *Activities Designation Regulation* (AR 110/93), in accordance with section 243(6) of the *Environmental Protection and Enhancement Act*, SA 1992 cE-13.3, or

(b) in any other case, on the date on which the licence, permit or approval would have expired had the *Activities Designation*

Regulation (AR 110/93) not been made.

Transitional - permits

9**(1)** Where before the coming into force of the *Activities Designation Regulation* (AR 211/96) a person held a permit to operate that was issued under the *Public Health Act* and was in respect of

(a) an activity listed in Schedule 1, Division 1 of this Regulation, that permit is deemed to be an approval for the purposes of the Act, or

(b) an activity listed in Schedule 2, Division 1 of this Regulation, that permit is deemed to be a registration for the purposes of the Act.

(2) Unless cancelled sooner, a deemed approval under subsection (1)(a) expires

(a) on the expiry date specified in the permit, if the permit contained an expiry date and the expiry date was on or before September 12, 2006, or

(b) on September 12, 2006, if the permit contained no expiry date or the expiry date was after September 12, 2006.

(3) A deemed registration referred to in subsection (1)(b) has no expiry date.

AR 276/2003 s9;157/2005

Transitional - waste management

10**(1)** A permit to operate that is referred to in section 243.1 of the *Environmental Protection and Enhancement Act*, SA 1992 cE-13.3 and that

was in respect of

(a) an activity listed in Schedule 1, Division 1 of this Regulation is deemed to be an approval for the purposes of the *Environmental Protection and Enhancement Act*, RSA 2000 cE-12, or

(b) an activity listed in Schedule 2, Division 1 of this Regulation is deemed to be a registration for the purposes of the *Environmental Protection and Enhancement Act*, RSA 2000 cE-12.

(2) Unless cancelled sooner, a deemed approval under subsection (1)(a) expires

(a) on the expiry date specified in the permit, if the permit contained an expiry date and the expiry date was on or before September 12, 2006, or

(b) on September 12, 2006, if the permit contained no expiry date or the expiry date was after September 12, 2006.

(3) A deemed registration referred to in subsection (1)(b) has no expiry date.

AR 276/2003 s10;157/2005

Transitional - Schedule 1, Division 3 activities

10.1**(1)** Where before the coming into force of this section, a person held an approval that was in respect of an activity that was listed in clause (h) of Division 3 of Schedule 1 to this Regulation, the approval expires on the earliest of

(a) the expiry date specified in the approval,

(b) the date specified in writing by the Director

following an application in writing from the approval holder for an amendment to the approval,

(c) the date specified in writing by the Director following an application in writing from the approval holder to cancel the approval, and

(d) November 1, 2008.

(2) Where, before the coming into force of this section, a person had submitted an application to the Director for an approval that was in respect of an activity that was listed in clause (h) of Division 3 of Schedule 1 to this Regulation, the Director may, notwithstanding anything in this Regulation, issue an approval in respect of the activity and the approval expires on the earliest of

(a) the expiry date specified in the approval, and

(b) November 1, 2008.

AR 142/2004 s4

Transitional - Schedule 2, Division 2 activities

11**(1)** Where before the coming into force of the *Activities Designation Regulation* (AR 211/96) a person held an approval that was in respect of an activity listed in clause (a), (b) or (c) of Division 2 of Schedule 2 of this Regulation,

(a) that approval is deemed to be a registration for the purposes of the Act,

(b) the holder of that approval must apply under the

Act for a registration in respect of that activity within the time prescribed by the Director, and

(c) the approval expires on the date on which it would have expired had the *Activities Designation Regulation* (AR 211/96) not come into force, unless it is sooner cancelled or is replaced by a registration obtained pursuant to clause (b).

(1.1) Where, before the coming into force of this subsection, a person held a registration that was in respect of an activity listed in clause (a), (b), (d), (e) or (f) of Division 1 of Schedule 2 to this Regulation, that registration has no expiry date.

(2) Where before the coming into force of this Regulation a person held an approval that was in respect of an activity listed in clause (d), (e) or (f) of Division 2 of Schedule 2 of this Regulation,

(a) that approval is deemed to be a registration for the purposes of the Act, and

(b) the deemed registration has no expiry date.

AR 276/2003 s11;157/2005

Transitional - Schedule 2, Division 4 activities

12 Where before the coming into force of the *Activities Designation Regulation* (AR 211/96) a person held an approval that was in respect of an activity listed in Schedule 2, Division 4 of this Regulation, that approval

(a) is deemed to be a registration for the purposes of the Act, and

(b) expires on the date on which it would have expired had the *Activities Designation Regulation* (AR 211/96) not come into force, unless it is sooner cancelled.

Transitional - Schedule 3 activities

13 Where before the coming into force of the *Activities Designation Regulation* (AR 211/96) a person held a permit to operate that was issued under the *Public Health Act* and was in respect of an activity listed in Schedule 3 of this Regulation, that permit is deemed to be notice for the purposes of the Act.

Repeal

14 The *Activities Designation Regulation* (AR 211/96) is repealed.

Review

15 In compliance with the ongoing regulatory review initiative, this Regulation must be reviewed on or before September 30, 2011 and not less frequently than every 10 years after that date.

Coming into force

16 This Regulation comes into force on October 1, 2003.

Schedule 1

Division 1
Waste Management

(a) the construction, operation or reclamation of a fixed

facility where more than 10 tonnes per month of waste are treated by physical, chemical, thermal or biological processes, but does not include

(i) an analytical laboratory,

(ii) a facility that engages in research, or

(iii) an activity listed in Schedule 2, Division 1;

(b) the operation of a mobile incinerator that treats waste that contains

(i) halogenated organic compounds in an amount of more than 1000 milligrams per kilogram of waste,

(ii) polychlorinated biphenyls in an amount of more than 50 milligrams per kilogram of waste,

(iii) lead in an amount of more than 100 milligrams per kilogram of waste, or

(iv) mercury in an amount of more than 2 milligrams per kilogram of waste;

(c) the construction, operation or reclamation of a facility for the collection and processing of waste or recyclables to produce fuel, where more than 10 tonnes of waste or recyclables per month are used to produce the fuel;

(d) repealed AR 157/2005 s8;

(e) the construction, operation or reclamation of a facility that is engaged in the storage of hazardous recyclables that are generated by a person other than the person responsible for the facility within

the meaning of the *Waste Control Regulation* (AR 192/96), where

(i) hazardous recyclables are stored at the facility for a continuous period of more than 365 days, or

(ii) more than 10 tonnes of hazardous recyclables are stored at the facility at any one time;

(f) the construction, operation or reclamation of a facility that is engaged in the storage of hazardous waste that is generated by a person other than the person responsible for the facility within the meaning of the *Waste Control Regulation* (AR 192/96), where

(i) hazardous waste is stored at the facility for a continuous period of more than 365 days, or

(ii) more than 10 tonnes of hazardous waste are stored at the facility at any one time;

(g) repealed AR 157/2005 s8;

(h) the construction, operation or reclamation of a fixed facility for processing hazardous recyclables, except a facility for processing

(i) spent process and lube oil filters for volume reduction and liquid removal by compaction or draining, or

(ii) hazardous recyclables in an amount of less than 10 tonnes per month;

(i) the construction, operation or reclamation of a landfill where

(i) hazardous waste is disposed of,

(ii) more than 10 000 tonnes per year of waste is disposed of, or

(iii) the landfill is located in a ravine, gully or coulee or over a buried valley;

(j) the construction, operation or reclamation of a facility for cleaning empty containers where the nominal capacity of the facility is greater than 10 000 litres per day of combined container volume;

(k) the burning of prohibited debris by means of an open fire;

(l) the construction, operation or reclamation of a Class I or Class II compost facility that accepts more than 20 000 tonnes of waste per year for composting.

NOTE: The exemption provided in clause (a) in respect of a facility that engages in research does not apply to the facility's carrying out of a technology demonstration to determine the suitability of a waste treatment process prior to its commercial application if

(a) the technology used in the treatment process has not been used in Alberta before,

(b) the operating period, excluding construction, set-up time and decommissioning but including down time, exceeds 3 months, or

(c) the total amount of waste that is processed during the operating period exceeds 500 tonnes.

Division 2
Substance Release

Part 1: Agriculture

(a) the construction, operation or reclamation of a forage drying facility;

Part 2: Chemical

(b) the construction, operation or reclamation of

(i) a chemical manufacturing plant;

(ii) a chemical storage facility;

(iii) a sulphur manufacturing or processing plant;

(iv) a sulphur storage facility;

(v) a fertilizer manufacturing plant;

(vi) a fertilizer storage facility;

(vii) an explosives manufacturing plant;

(viii) a pesticide manufacturing plant;

(ix) a petrochemical manufacturing plant;

(x) a coke or carbon manufacturing plant;

(xi) a brine processing plant;

Part 3: Construction

(c) the construction, operation or reclamation of

(i) a building products manufacturing plant;

(ii) an insulation manufacturing plant;

(iii) a cement plant;

Part 4: Food or Animal By-Products

(d) the construction, operation or reclamation of

(i) a rendering plant;

(ii) a meat plant;

(iii) a tannery;

(iv) a sugar refinery;

(v) a vegetable plant;

(vi) a distillery;

(vii) an oil seed processing plant;

(viii) a malting plant;

(ix) a milk products plant;

Part 5: Metals

(e) the construction, operation or reclamation of

(i) an electroplating plant;

(ii) a foundry;

(iii) a lead smelter;

(iv) a metal manufacturing plant;

(v) an iron and steel mill;

Part 6: Mineral Processing

(f) the construction, operation or reclamation of

(i) a glass manufacturing plant;

(ii) a lime plant;

Part 7: Wastewater

(g) the construction, operation or reclamation of a wastewater system that uses a wastewater treatment plant other than a wastewater lagoon, and

(i) that

(A) serves 2 or more service connections within a city, town, specialized municipality, village, summer village, hamlet, municipal development or settlement area as defined in the *Metis Settlements Act*,

(B) is owned by a regional services commission, or

(C) is a private utility,

or

(ii) that serves an industrial development or

privately owned development and

(A) discharges treated wastewater off the site of the development, or

(B) is designed to treat more than 25 cubic metres of wastewater per day;

NOTE: Clause (g) does not apply to

(i) the extension of the wastewater collection system forming part of a wastewater system,

(ii) replacement of a portion of the wastewater collection system forming part of a wastewater system,

(iii) irrigation using treated wastewater from a wastewater system, or

(iv) application of sludge from a wastewater system to land,

where the wastewater system is approved or registered under the Act.

Part 8: Oil and Gas

(h) the construction, operation or reclamation of

(i) an oil refinery;

(ii) an oil sands processing plant;

(iii) an enhanced recovery in-situ oil sands or heavy oil processing plant;

(iv) a sour gas processing plant;

(v) a sweet gas processing plant;

(vi) a bulk petroleum storage facility;

(vii) a brine storage pond;

Part 9: Power Plants

(i) the construction, operation or reclamation of a power plant;

Part 10: Services

(j) the operation of a rail car washing facility;

(k) hydrostatic testing;

(l) in-situ surface water treatment;

Part 11: Wood Products

(m) the construction, operation or reclamation of

(i) a wood processing plant;

(ii) a wood treatment plant;

(iii) a pulp and paper manufacturing plant;

(iv) a pulp manufacturing plant;

Part 12: Biotechnology

(n) the construction, operation or reclamation of a biotechnology products manufacturing plant;

Part 13: Manufacturing

(o) the construction, operation or reclamation of an electrical and electronic components plant.

Division 3
Conservation and Reclamation

(a) the construction, operation or reclamation of a mine;

(b) the construction, operation or reclamation of an oil production site;

(c) the construction or reclamation of a pipeline;

(d) the construction, operation or reclamation of a transmission line;

(e) the construction, operation or reclamation of a quarry;

(f) the construction, operation or reclamation of a peat operation;

(g) the construction, operation or reclamation of a coal processing plant.

(h) repealed AR 142/2004 s5.

Division 4
Miscellaneous

(a) subject to the *Pesticide (Ministerial) Regulation* (AR 43/97), the application of pesticides in, on or within 30 horizontal metres

of an open body of water.

Division 5
Potable Water

(a) the construction, operation or reclamation of a waterworks system

(i) that

(A) serves a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, industrial development, municipal development or privately owned development,

(B) is a private utility or a watering point, or

(C) is owned by a regional services commission, and

(ii) that uses as the source of its water supply

(A) surface water, or

(B) groundwater other than high quality groundwater.

NOTE: Clause (a) does not apply to

(i) the extension of the water distribution system forming part of a waterworks system;

(ii) replacement of a portion of the water distribution system forming part of a waterworks system, or

(iii) the addition or modification of treated water storage, forming part of a waterworks system,

where the waterworks system is approved or registered under the Act.

AR 276/2003 Sched.1;142/2004;157/2005

Schedule 2

Division 1
Waste Management

(a) the construction, operation or reclamation of a facility where land treatment of waste is carried out;

(b) the construction, operation or reclamation of a small incinerator;

(c) the construction, operation or reclamation of a landfill where not more than 10 000 tonnes per year of waste is disposed;

(d) the construction, operation or reclamation of a facility for energy recovery;

(e) the construction, operation or reclamation of a Class I compost facility that accepts not more than 20 000 tonnes of waste per year for composting;

(f) the construction, operation or reclamation of a fixed facility for the land treatment of soil containing hydrocarbons.

Division 2
Substance Release

(a) the construction, operation or reclamation of

(i) an asphalt paving plant;

(ii) a compressor and pumping station;

(iii) a concrete producing plant;

(iv) a foundry;

(v) a sweet gas processing plant;

(vi) a tanker truck washing facility;

(b) hydrologic tracing analysis;

(c) hydrostatic testing;

(d) the construction, operation or reclamation of a wastewater system that uses a wastewater lagoon as the wastewater treatment plant, and

(i) that

(A) serves 2 or more service connections within a city, town, specialized municipality, village, summer village, hamlet, municipal development or settlement area as defined in the *Metis Settlements Act*,

(B) is owned by a regional services commission, or

(C) is a private utility,

or

(ii) that serves an industrial development or privately owned development and

(A) discharges treated wastewater off the site of the development, or

(B) is designed to treat more than 25 cubic metres of wastewater per day;

(e) the construction, operation or reclamation of a wastewater collection system

(i) that

(A) serves 2 or more service connections within a city, town, specialized municipality, village, summer village, hamlet, municipal development or settlement area as defined in the *Metis Settlements Act*,

(B) is owned by a regional services commission, or

(C) is a private utility,

or

(ii) that

(A) serves an industrial development or privately owned development, and

(B) is designed to collect more than 25

cubic metres of wastewater per day;

(f) the construction, operation or reclamation of a storm drainage system for storm drainage in a city, town, specialized municipality, village, summer village, hamlet, settlement area as defined in the *Metis Settlements Act*, municipal development or privately owned development, but does not include a storm drainage system that collects, stores or disposes of storm drainage solely from agricultural land or land on which farms are located.

NOTE: Clauses (d), (e) and (f) do not apply to

(i) the extension of a storm drainage collection system forming part of a storm drainage system,

(ii) the replacement of a portion of a storm drainage collection system forming part of a storm drainage system,

(iii) the extension of a wastewater collection system forming part of a wastewater system,

(iv) the replacement of a portion of a wastewater collection system forming part of a wastewater system,

(v) the addition or modification of a storm drainage treatment facility forming part of a storm drainage system,

(vi) irrigation using treated wastewater from a wastewater system, or

(vii) application of sludge from a wastewater system to land,

where the wastewater system or storm drainage system is approved or registered under the Act.

Division 3
Conservation and Reclamation

(a) repealed AR 157/2005 s9.

(b) the construction, operation or reclamation of a pit.

Division 4
Pesticides

(a) subject to the *Pesticide (Ministerial) Regulation* (AR 43/97),

(i) storing or selling pesticides listed in Schedules 1, 2 or 3 of the *Pesticide (Ministerial) Regulation* (AR 43/97) as a wholesale vendor;

(ii) selling pesticides listed in Schedules 1 or 2 of the *Pesticide (Ministerial) Regulation* (AR 43/97) as a retail vendor;

(iii) offering a pesticide service involving the use and application of pesticides listed in Schedules 1, 2 or 3 of the *Pesticide (Ministerial) Regulation* (AR 43/97).

Division 5
Potable Water

(a) the construction, operation or reclamation of a waterworks system

(i) that

(A) serves a city, town, specialized municipality, village, summer village or settlement area as defined in the *Metis Settlements Act*,

(B) is a private utility, or

(C) is owned by a regional services commission, and

(ii) that uses high quality groundwater as the source of its water supply;

(b) the construction, operation or reclamation of a waterworks system

(i) that

(A) serves a city, town, specialized municipality, village, summer village or settlement area as defined in the *Metis Settlements Act*,

(B) is a private utility, or

(C) is owned by a regional services commission, and

(ii) that consists solely of a water distribution system that uses as the source of its water supply potable water from a waterworks system that holds a current approval or registration under the Act;

(c) the construction, operation or reclamation of a waterworks system

(i) that serves a hamlet or a municipal development,

(ii) that uses high quality groundwater as the

source of its water supply, and

(iii) that has

(A) 15 or more service connections, or

(B) 3 or more kilometres of water distribution system;

(d) the construction, operation or reclamation of a waterworks system

(i) that serves a hamlet or a municipal development,

(ii) that consists solely of a water distribution system that uses as the source of its water supply potable water from a waterworks system that holds a current approval or registration under the Act, and

(iii) that has

(A) 15 or more service connections, or

(B) 3 or more kilometres of water distribution system.

NOTE: Clauses (a), (b), (c) and (d) do not apply to

(i) the extension of the water distribution system forming part of a waterworks system,

(ii) replacement of a portion of the water distribution system forming part of a waterworks system, or

(iii) the addition or modification of treated water storage in a waterworks system,

where the waterworks system is approved or registered under the Act.

AR 276/2003 Sched.2;142/2004;157/2005

Schedule 3

(a) the construction, operation or reclamation of a Class II compost facility;

(b) the construction, operation or reclamation of a storage site;

(c) the conduct or reclamation of an exploration operation.

AR 276/2003 Sched.3;157/2005

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(Consolidated up to 159/2005)

ALBERTA REGULATION 124/93

Environmental Protection and Enhancement Act

SUBSTANCE RELEASE REGULATION

Table of Contents

1 Definitions

Part 1
Visible Emissions

2 Definitions
3 Certification of visible emission readers
4 Maximum opacity of visible emissions
5 Emissions impairing visibility

Part 2
Particulate Release

6 Interpretation and application
7 Prohibited devices
8 Maximum concentrations
9 Secondary lead smelters

Part 3
Gaseous Emissions from Vinyl Chloride and Polyvinyl Chloride Plants

10 Definitions
11 Maximum concentrations of vinyl chloride
12 Other releases prohibited
13 Surveys
14 Ongoing monitoring

Part 3.1
Other Activities Causing Releases

14.1 Compliance with codes and approvals
14.2 Adoption of codes of practices

Part 4
General

15 Other consents unaffected

16 Returns and reports
16.1 Offences
16.2 Due diligence defence
17 Transitional
18 Repeal
19 Coming into force

Schedule

Definitions

1(1) In this Regulation,

(a) "Act" means the *Environmental Protection and Enhancement Act*;

(b) "*Alberta Stack Sampling Code*" means the publication numbered REF.89 published by the Department, as amended from time to time;

(c) "ambient air" means the atmosphere surrounding the earth, but does not include the atmosphere in a structure or in any underground space;

(d) "burnable debris" means all combustible waste other than prohibited debris and includes but is not limited to

(i) straw and stubble;

(ii) grass and weeds;

(iii) leaves and tree prunings;

(iv) brush and fallen trees on newly cleared land or associated with logging operations;

(v) used power, telegraph and telephone poles that do not contain wood preservatives;

(vi) wooden materials, which do not contain wood preservatives, from the construction or demolition of buildings;

(vii) solid waste from sawmills or planing mills with an annual production of less than 9500 cubic metres of lumber;

(viii) solid waste from post and pole operations that does not contain wood preservatives;

(ix) solid waste from tree harvesting operations;

(e) "Director" means the person designated by Ministerial order as Director for the purposes of this Regulation;

(f) "effluent stream" means any substance in a gaseous medium released by or from a plant;

(g) "particulates" means any substance, except uncombined water, that has definite physical boundaries at standard conditions;

(h) "person responsible" means the owner and the operator or any other person in charge of a plant or activity;

(i) "plant" means all buildings, structures, process equipment, pollution abatement equipment, pipelines, vessels, storage and material handling facilities, railways, roadways and other installations used in or for any activity listed in section 2 of the Schedule of Activities in the Act, including the land that is used in or for the activity;

(j) "prohibited debris" means any combustible waste that, when burned, may result in the release to the atmosphere of dense smoke, offensive odours or toxic substances and includes but is not limited to

(i) repealed AR 177/99 s2;

(ii) animal manure;

(iii) pathological waste;

(iv) non-wooden material;

(v) waste material from building or construction sites, excluding wooden materials that do not contain wood preservatives;

(vi) combustible material in automobile bodies;

(vii) tires;

(viii) rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel;

(ix) solid waste from sawmills or planing mills with an annual production in excess of 9500 cubic metres of lumber;

(x) used oil;

(xi) wood or wood products containing substances for the purpose of preserving wood;

(k) "rural area" means any area of land that is not an urban area;

(l) "standard conditions" means a temperature of 25 degrees Celsius and a barometric pressure of 760 millimetres of mercury;

(m) "undiluted" means a condition that does not include air or other gases in excess of the quantity necessary for processing requirements;

(n) "urban area" means

(i) a city, town, village or summer village, or

(ii) an area of land, other than a city, town, village or summer village, that has a population density of at least 3 persons per hectare and is declared by order of the Minister to be an urban area,

and all land within 8 kilometres surrounding the boundary of the city, town, village, summer village or area.

(2) Where a term is used in Column A of the Schedule to this Regulation, it has the same meaning as provided for in section 3(2) of the *Activities Designation Regulation*.

AR 124/93 s1;191/96;177/99;159/2005

Part 1
Visible Emissions

Definitions

2 In this Part,

(a) "observer" means a visible emission reader who is the holder of a Certificate of Qualification issued under section 3;

(b) "opacity" means the degree to which visible emissions obstruct the passage of light, as determined in accordance with this Part;

(c) "smoke generator" means a device capable of manufacturing and monitoring smoke of different opacities;

(d) "source" includes a source that has the capacity to move up to a maximum speed of one kilometre per hour;

(e) "visible emissions" means any substance that, when released into the atmosphere, can be detected by an observer, but does not include an open smokeless flame.

Certification of visible emission readers

3(1) The program prescribed in the publication entitled *A Manual for Training and Certification of Observers and Evaluation of Visible Emissions* published by the Department and numbered Publication VEE-2/77, as amended from time to time, is hereby established as the program for the certification of visible emission readers under this Regulation.

(2) The Director shall issue a Certificate of Qualification in a form prescribed by the Director to a person who completes the program referred to in subsection (1) to the satisfaction of the Director.

Maximum opacity of visible emissions

4(1) Where the opacity of visible emissions from a source is not governed by the terms and conditions of an approval or by a code of practice, the visible emissions released from the source shall not exceed an opacity of 40%

(a) averaged in accordance with subsection (5), where an observer determines the opacity, or

(b) averaged over a period of 6 consecutive minutes, where the opacity is determined by another method prescribed by the Director.

(2) Notwithstanding subsection (1),

(a) the visible emissions emitted from the start-up or shut-down of waste burners that are used only for the purposes of burning wood waste may exceed an opacity of 40% for an aggregate period of not more than 30 minutes in any period of 8 consecutive hours, and

(b) the visible emissions emitted from soot blowing or process purging or from rapping of electrostatic precipitators may not exceed an opacity of 40% for a period of more than 6 consecutive minutes in any period of 60 consecutive minutes.

(3) Subsections (1) and (2) do not apply to

(a) smoke generators used in the program referred to in section 3(1);

(b) fires used in firefighting training under the direction or with the consent of

(i) a municipal fire department,

(ii) the Provincial Fire Commissioner or his representative,

(iii) a director of a municipal disaster services agency under the *Public Safety Services Act*, or

(iv) a designated person for a plant

if the Director is notified in advance of the training;

(c) fires used for warmth, comfort or recreational purposes inside dwellings and fires used for recreational purposes outside dwellings;

(d) fires used for community recreational events;

(e) open fires used for burning of burnable debris;

(f) open fires for disposing of prohibited debris that are conducted in accordance with the appropriate approval;

(g) visible emissions resulting from burning for the purpose of ground thawing operations, if materials producing dense smoke are not used.

(4) For the purposes of this Part, the opacity of visible emissions shall be determined by

(a) an observer, or

(b) any other method prescribed by the Director.

(5) An observer shall determine the opacity of visible emissions by averaging 24 consecutive readings taken over a period of 6 consecutive minutes at 15-second intervals.

AR 124/93 s4;191/96;159/2005

Emissions impairing visibility

5 No person shall release or permit the release into the ambient air of a visible emission so that it impairs visibility on a highway or on a developed property.

Part 2
Particulate Release

Interpretation and application

6 In this Part,

(a) "dry" means a condition that does not include uncombined water vapour;

(b) "lead" means the element lead;

(c) "lead alloy" means an alloy of lead that contains 40% or more of lead by weight;

(d) "normal cubic metre" means the quantity of gas occupying a volume of one cubic metre at standard conditions;

(e) "reverberatory furnace" includes a stationary, rotating, rocking or tilting furnace;

(f) "secondary lead smelter" means any plant or factory in which lead-bearing scrap or lead-bearing materials, other than lead-bearing concentrates derived from a mining operation, are processed by metallurgical or chemical processes into refined lead, lead alloys or lead oxide;

(g) "valid test run" means a source sampling test run in which the sampling rates at each point are within plus or minus 10% of the isokinetic sampling rate at that point as outlined in the *Alberta Stack Sampling Code*.

Prohibited devices

7 No person shall use or permit the use of any device that may dilute for the purpose of concealing the true concentration, or otherwise conceal the true concentration, of particulates from an effluent stream.

Maximum concentrations

8(1) The concentration of particulates in each effluent stream from a source to the ambient air shall not exceed the following:

(a) 0.20 grams per kilogram of effluent adjusted to 50% excess air for products of combustion resulting from the combustion of solid and liquid fuels including coal, coke, hogged fuel, distillate and residual fuel oils, but not including refuse;

(b) 0.20 grams per kilogram of effluent resulting from

(i) the manufacturing of portland cement,

(ii) the manufacturing of lime,

(iii) operations involving the processing, storing or handling of chemicals,

(iv) the operation of a foundry,

(v) the manufacturing of asphalt,

(vi) the manufacturing of organic or inorganic chemicals,

(vii) the manufacturing of fertilizer,

(viii) the processing of hydrocarbons or petroleum products,

(ix) the manufacturing or processing of stone, clay, shale, mineral, glass or fibreglass products,

(x) the processing and handling of coal,

(xi) the manufacturing of coke or carbon products,

(xii) the manufacturing of asphaltic shingles,

(xiii) the manufacturing of pulp or paper products,

(xiv) the operation of a seed cleaning plant, feed mill, grain handling facility, hay and forage drying plant or alfalfa dehydrating plant located in an urban area having a population of 50,000 or more,

(xv) the operation of a canola processing plant or a flour mill,

(xvi) wood processing or woodworking operations located in an urban area having a population of 50,000 or more,

(xvii) the operation of a wood waste burner located in an urban area, or

(xviii) the operation of a refuse incinerator having a capacity of 227 kilograms per hour or greater;

(c) 0.60 grams per kilogram of effluent resulting from

(i) the operation of a seed cleaning plant, feed mill, grain handling facility, hay or forage drying plant or alfalfa dehydrating plant located in an urban area

having a population of under 50,000 or in a rural area,

(ii) wood processing or woodworking operations located in an urban area having a population of under 50,000 or in a rural area,

(iii) the operation of a wood waste burner located in a rural area, or

(iv) the operation of a refuse incinerator having a capacity of less than 227 kilograms per hour.

(2) Subsection (1) does not apply to the release of particulates from the following sources:

(a) the starting of a fire in

(i) an incinerator, or

(ii) a processing or manufacturing plant;

(b) banking or cleaning fires in

(i) an incinerator, or

(ii) a processing or manufacturing plant;

(c) soot blowing or process purging;

(d) fires used in firefighting training under the direction or with the consent of

(i) a municipal fire department,

(ii) the Provincial Fire Commissioner or his representative,

(iii) a director of a municipal disaster service agency under the *Public Safety Services Act*, or

(iv) a designated person for a plant,

if the Director is notified in advance of the training;

(e) fires used for warmth, comfort or recreational purposes inside dwellings and fires used for recreational purposes outside dwellings;

(f) fires used for community recreational events;

(g) open fires used for burning of burnable debris;

(h) open fires for disposing of prohibited debris that are conducted in accordance with the appropriate approval;

(i) sources described in section 9;

(j) burning for the purpose of ground thawing operations.

AR 124/93 s8;159/2005

Secondary lead smelters

9(1) The concentration of particulates released into the ambient air from each source in a secondary lead smelter shall not exceed the following:

(a) 0.046 grams per normal cubic metre of effluent from operations involving the use of blast furnaces, cupolas or reverberatory furnaces;

(b) 0.023 grams per normal cubic metre of effluent from operations involving

(i) the use of holding furnaces, pot furnaces, lead oxide production units or any other melting or refining operations, or

(ii) scrap and material handling and sorting, crushing, grinding, screening, conveying or casting, furnace tapping, furnace slagging, furnace cleaning, or any other source including building ventilation,

measured dry and undiluted in accordance with the method described in the *Alberta Stack Sampling Code.*

(2) In particulates released to the ambient air from the operations referred to in subsection (1), the concentration of lead shall not exceed

(a) 0.029 grams per normal cubic metre of effluent in the case of operations referred to in subsection (1)(a), or

(b) 0.014 grams per normal cubic metre of effluent in the case of operations referred to in subsection (1)(b),

measured in accordance with the method described in Standard Reference Methods for Source Testing: Measurement of Emissions of Particulate Matter and Lead from Secondary Lead Smelters, Department of the Environment Report (Canada) EPS 1-AP-78-3 dated June 1979, as amended from time to time, or in accordance with an equivalent method that is satisfactory to the Director.

(3) Notwithstanding subsection (1) or (2), the maximum concentrations prescribed in those subsections may be exceeded in

the event of a malfunction or breakdown in the release control equipment or the process equipment associated with the operations referred to in those subsections if the time during which the release standards are exceeded is not more than,

(a) in respect of a cupola or blast furnace, a total of 2 hours per month;

(b) in respect of a reverberatory furnace, a total of one hour per month;

(c) in respect of any operations referred to in subsection (1)(b)(i),

(i) 15 minutes for a single malfunction or breakdown, and

(ii) a total of one hour per month;

(d) in respect of any operations referred to in subsection (1)(b)(ii), a total of one hour per month.

(4) The Director may at any time request the person responsible for a secondary lead smelter to submit to the Director information and samples respecting the operating of the secondary lead smelter or the malfunction or breakdown in the release control equipment or process equipment.

(5) A person who receives a request under subsection (4) shall comply with it within the time specified in the request or within a reasonable time, where no time is specified in the request.

(6) The person responsible for a secondary lead smelter shall perform or cause to be performed a survey, in accordance with the *Alberta Stack Sampling Code* and the *Standard Reference Methods for Source Testing: Measurement of Emissions of Particulate Matter and Lead from Secondary Lead Smelters*, Department of Environment Report Canada EPS 1-AP-78-3 dated June 1979, as amended from time to time, of every source in or about the plant that releases lead or lead-bearing particulates to the air.

(7) The survey shall be performed

(a) at least once in every consecutive 3-year period, and

(b) at any additional times that are required by an approval.

(8) The survey shall be for

(a) the total particulate concentration,

(b) the weight of lead in the collected particulate matter, and

(c) the corresponding unit production rate.

(9) The survey shall extend over at least one entire normal operating cycle of the operation being surveyed and, in the case of a furnace, shall include the time required for charging and tapping.

(10) The survey shall consist of at least 3 valid test runs.

AR 124/93 s9;191/96

Part 3
Gaseous Emissions from Vinyl Chloride and Polyvinyl Chloride Plants

Definitions

10 In this Part,

(a) "bulk polymerized resin" means a resin that is manufactured by a polymerization process in which no diluent is used;

(b) "copolymer resin" means a resin that is comprised of repeating molecular units of 2 or more compounds;

(c) "dispersion polymerized resin" means resin that is manufactured by a polymerization process in which monomer molecules react in an aqueous medium to yield an emulsion of small particles in water;

(d) "fugitive emission" means the presence of vinyl chloride in an effluent stream from any source in a polyvinyl chloride plant or a vinyl chloride plant including loading and unloading lines, pumps, compressor and agitator seals, valves, pipe joints, open vessels, storage tanks, process wastewater, laboratory fume hood vents and building ventilation, but excluding process vents, reactors and strippers;

(e) "homopolymer" means a high molecular weight compound comprised of repeating molecular units of a single compound;

(f) "monomer recovery system" means a system used in a polyvinyl chloride plant to collect and recover unreacted vinyl chloride and to control releases of vinyl chloride associated with the collection and recovery of vinyl chloride;

(g) "polymerization reactor" means a device in which vinyl chloride is partially or totally polymerized into polyvinyl chloride;

(h) "polyvinyl chloride plant" means a plant in which vinyl chloride is polymerized alone or in combination with other materials;

(i) "process vent" means a flue, stack or vent emitting an effluent stream directly or indirectly into the ambient air, whether continuously or intermittently, but does not include a building ventilation exhaust stream;

(j) "process wastewater" means water that is contaminated with vinyl chloride;

(k) "reactor" means a container in which vinyl chloride is partially or totally polymerized into polyvinyl chloride;

(l) "reactor opening loss" means the quantity of vinyl chloride that escapes from a reactor when the reactor is opened by means other than a valve;

(m) "resin stripper" means a device in which unreacted vinyl chloride is removed from slurry, resin or process wastewater;

(n) "suspension polymerized resin" means a resin that is manufactured by a polymerized process in which droplets of monomer are dispersed in water in the presence of a suspension agent;

(o) "vessel" means a mixing, weighing, blending, holding or storage container, including a pipe, tube, centrifuge, slurry strainer, pump, compressor, agitator, valve or other process equipment, that contains vinyl chloride in excess of 10% by volume, but does not include a reactor;

(p) "vinyl chloride" means vinyl chloride monomer in the liquid or vapour state;

(q) "vinyl chloride plant" means a plant where ethylene dichloride, vinyl chloride or 1,1,1 trichloroethane, or any combination of them, is manufactured.

Maximum concentrations of vinyl chloride

11(1) Subject to subsection (4), the concentration of vinyl chloride that may be released into the ambient air from any process vent in a vinyl chloride plant shall not exceed

(a) 10 parts per million by volume, and

(b) 2 kilograms per day.

(2) Subject to subsection (4), the concentration of vinyl chloride that may be released into the ambient air from the following sources in a polyvinyl chloride plant shall not exceed

(a) 0.002 kilograms per 100 kilograms of polyvinyl chloride produced by the polymerization reactor since it was last opened, in the case of a reactor opening loss;

(b) 0.02 kilograms per 100 kilograms of polyvinyl chloride produced in the manufacture of homopolymer suspension polymerized resins, in the case of a release from a source downstream of the slurry stripper, or if stripping is not used, downstream of the reactor;

(c) 0.04 kilograms per 100 kilograms of polyvinyl chloride produced in the manufacture of bulk polymerized resins, in the case of a release from a source downstream of the resin stripper, or if stripping is not used, downstream of the reactor;

(d) 0.2 kilograms per 100 kilograms of polyvinyl chloride produced in the manufacture of dispersion polymerized resins or for the manufacture of copolymer resins, in the case of a release from a source downstream of the slurry stripper, or if stripping is not used, downstream of the reactor.

(3) Subject to subsection (4), the concentration of vinyl chloride in gases that may be released into the ambient air from a process vent in a polyvinyl chloride plant shall not exceed 10 parts per million by volume where the gases are emitted as a result of

(a) the operation of the monomer recovery system,

(b) the polymerization reactor or slurry or resin stripper exhausting and purging procedures,

(c) the slurry or resin stripping procedures, or

(d) the depressuring of the polymerization reactor, including depressuring procedures used as routine means of controlling operating conditions.

(4) Fugitive emissions from a vinyl chloride plant or polyvinyl chloride plant into the ambient air are permitted, but the person responsible for the plant shall ensure that the following requirements are complied with in the operation of the plant:

(a) vinyl chloride remaining in loading and unloading lines prior to opening the lines to the ambient air must be reduced to less than 0.0038 cubic metres at standard conditions;

(b) vinyl chloride remaining in vessels prior to opening the vessels to the ambient air must be reduced to less than 2% by volume or 0.0950 cubic metres, whichever is greater, at standard conditions;

(c) vinyl chloride leaks from pump, compressor and agitator seals must be reduced to a minimum

(i) by the installation of double seals, and

(ii) by maintaining the pressure between the seals above the pump, compressor or agitator or by ducting the vinyl chloride between the seals to a control system from which the concentration of vinyl chloride in the exhaust gases does not exceed 10 parts per million, measured on a dry and undiluted basis,

or by equally effective equipment and procedures;

(d) ball type or at least equally effective valves must be used;

(e) a rupture disc must be installed upstream of each pressure relief valve or the pressure relief valve must be connected to a control system from which the concentration of vinyl chloride in the exhaust gases does not exceed 10 parts per million by volume;

(f) pipe joints must be of the ring sealed type or a type that is equally effective;

(g) the concentration of vinyl chloride in process wastewater must be reduced to less than 10 milligrams per litre before the wastewater is exposed to the ambient air;

(h) the concentration of vinyl chloride in an effluent stream to the ambient air from building ventilation must not exceed 5 parts per million by volume;

(i) the quantity of vinyl chloride emissions from all laboratory fume hood vents must not exceed a total of 2 kilograms per day.

(5) Measurements shall be taken of the concentration or quantity of vinyl chloride released in accordance with subsections (1), (2), and (3) under normal operating conditions and by the appropriate method described *Standard Reference Methods for Source Testing:*

Measurement of Emissions of Vinyl Chloride from Vinyl Chloride and Polyvinyl Chloride Manufacturing, Department of the Environment Report Canada EPS-1-AP-77-1 dated June 1979, as amended from time to time, or the *Alberta Stack Sampling Code*.

AR 124/93 s11;191/96

Other releases prohibited

12 No person shall release or permit the release of vinyl chloride from liquid level gauges or sampling equipment to the ambient air.

Surveys

13(1) The person responsible for a vinyl chloride plant or polyvinyl chloride plant shall cause to be surveyed each effluent stream or other source in or about the plant from which vinyl chloride is released into the ambient air

(a) once within the first 30 minutes of the commencement of an effluent stream or source and once every 8 consecutive hours thereafter, with respect to effluent streams and sources referred to in section 11(1) and (3),

(b) once after each opening of the reactor, with respect to a source referred to in section 11(2)(a),

(c) once every 8 consecutive hours, or as often as the Director may require, in the case of continuous stripping operations, and at the end of each stripping cycle for intermittent or batch stripping operations, with respect to the sources specified in section 11(2)(b), (c) and (d), and

(d) as required by the Director by notice in writing or in an approval, in the case of fugitive emissions or laboratory emissions from fume hood vents.

(2) A survey under subsection (1) shall be conducted by the methods specified in section 11(5) or by another method satisfactory to the Director, and shall include but need not be limited to

(a) determination for vinyl chloride quantity or concentration, as the case may be, and

(b) determination of the corresponding operating unit production rate or plant production rate, as the case may be.

(3) A survey under subsection (1) shall be carried out at least once in each consecutive 12-month period.

Ongoing monitoring

14 Subject to the terms of an approval, the person responsible for a vinyl chloride or polyvinyl chloride plant shall, in a manner satisfactory to the Director, monitor or cause to be monitored the ambient air in the vicinity of the plant for the presence of vinyl chloride by means of a continuous 24-hour average vinyl chloride concentration determination.

Part 3.1
Other Activities Causing Releases

Compliance with codes and approvals

14.1(1) A person who, pursuant to a registration, carries on any activity referred to in Column A of the Schedule to this Regulation shall comply with the corresponding code of practice referred to in Column B of the Schedule in the carrying on of the activity.

(2) Notwithstanding subsection (1), where the Director issues an approval in respect of the activity pursuant to section 6(3) of the *Activities Designation Regulation* (AR 276/2003), the approval holder

(a) is not required to comply with the code of practice in the Schedule, and

(b) shall comply with the terms and conditions of the approval.

AR 191/96 s7;270/2003;159/2005

Adoption of codes of practice

14.2 The codes of practice, as amended from time to time, that are listed in Column B of the Schedule and are published by the Department are adopted and form part of this Regulation.

AR 159/2005 s6

Part 4
General

Other consents unaffected

15 Nothing in this Regulation affects the operation of any other law that requires that a person obtain a consent, permit, licence or other similar clearance for an activity.

Returns and reports

16(1) The Director may by notice in writing directed to the person responsible for an activity

(a) require any returns or reports respecting a release of

(i) water-carried or liquid emissions resulting from the activity, or

(ii) substances into the ambient air resulting from the activity,

(b) specify the manner and frequency of sampling, recording and reporting of the performance of any aspect of activity,

(c) specify the manner and frequency of ambient monitoring directly related to the release of substances as a result of the activity, and

(d) specify an analytical method for determining the presence of any substance that has affected, is affecting or may affect air emissions or water-carried or liquid emissions resulting from the activity.

(2) A person who receives a notice in writing under subsection (1) shall comply with it in accordance with its terms.

AR 124/93 s16;191/96

Offences

16.1 A person who contravenes section 5, 7, 9(5) or (6), 11(4) or (5), 12, 13, 14, 14.1 or 16(2) is guilty of an offence and liable

(a) in the case of an individual, to a fine of not more than $50 000, or

(b) in the case of a corporation, to a fine of not more than $500 000.

AR 191/96 s9

Due diligence defence

16.2 No person shall be convicted of an offence under this Regulation if that person establishes on a balance of probabilities that he took all reasonable steps to prevent its commission.

AR 191/96 s9

Transitional

17 A Certificate of Proficiency issued under the *Clean Air (Maximum Levels) Regulations* (Alta. Reg. 218/75) that is valid and subsisting on the coming into force of this Regulation is deemed to be a Certificate of Qualification issued under section 3 of this Regulation and expires on the date it would have expired under the *Clean Air (Maximum Levels) Regulations* (Alta. Reg. 218/75).

Repeal

18(1) The *Clean Air (Maximum Levels) Regulations* (Alta. Reg. 218/75) are repealed.

(2) The *Clean Air (General) Regulations* (Alta. Reg. 216/75) are repealed.

Coming into force

19 This Regulation comes into force on September 1, 1993.

Schedule

Column A	Column B
asphalt paving plant	Code of Practice for Asphalt Paving Plants
concrete producing plant	Code of Practice for Concrete Producing Plants
compressor and pumping stations sweet gas processing plant	Code of Practice for Compressors, Pumping Stations and Sweet Gas Processing Plants
foundry	Code of Practice for Foundries
hydrostatic testing	Code of Practice for the Release of Hydrostatic Test Water from Hydrostatic Testing of Petroleum Liquid and Gas Pipelines
hydrologic tracing analysis	Code of Practice for Hydrologic Tracing Analysis Studies
tanker truck washing facility	Code of Practice for Tanker Truck Washing Facilities

AR 191/96 s10;270/2003;159/2005

RED DEER CHAMBER
of COMMERCE

"Taking Care of Business Together"

3017 Gaetz Ave., Red Deer, AB, Canada T4N 5Y6
Phone 403.347.4491 Fax 403.343.6188
E-Mail: rdchamber@reddeerchamber.com
www.reddeerchamber.com

January 12, 2006

To: Mayor and City Council
The City of Red Deer

The Red Deer Chamber of Commerce has been advised that the City of Red Deer is considering a new by-law regarding crematoriums within the City limits.

The Chamber's Board of Directors has had the opportunity to review some of the environmental reports that examine emissions from crematoriums, as well as comments and experiences of other communities with these facilities in their commercial districts.

COPY

The Red Deer Chamber of Commerce, as you are aware, actively encourages and promotes business development in the City and region. In that endeavor, the Chamber voices its opinion whenever the City considers policies and by-laws that may affect the development of business in the community.

We have seen recently that businesses in certain commercial sectors have chosen not to locate within City of Red Deer boundaries because of City policies, by-laws, or zoning issues, and they have instead located either in Red Deer County or elsewhere.

The current issues surrounding the crematorium industry have also kept these businesses from investing in this community. Surrounding communities such as Innisfail, Rocky Mountain House, and Wetaskiwin all have crematoriums within their commercial areas. Stettler has just had one constructed as well. It is surprising that, in a city the size of Red Deer, no human crematoriums are operating, especially given the demand for such services. The City and the Chamber have a great record for attracting business to this area, but the Chamber is concerned that the proposed by-law will discourage this particular industry from locating within the City, and instead direct benefits to other municipalities.

In examining this issue and the proposed by-law, the Red Deer Chamber of Commerce encourages the City to consider the effect of its decision on this sector of our business economy, with a view to encouraging growth, rather than stagnation, of this category of business in the City of Red Deer. While we recognize that there is a "public perception" issue that needs to be addressed with the citizens of our community, we firmly believe that the City of Red Deer can demonstrate, as many other cities have done, that this industry is an important part of our overall business "family" in this community, and does not need to be hidden away because of the inaccurate and false perceptions surrounding it.

The Red Deer Chamber of Commerce believes that this issue is another opportunity for the City of Red Deer to demonstrate that it encourages economic development within our community.

Finally, and on a different note, we ask the City to consider what message we as a community convey to people who wish to say goodbye to their loved ones. Do we really want it to be in the middle of an industrial sector of our fair city, when there are so many more appropriate locations?

Thank you for considering our input.

Sincerely,

J.C. Brooks
President
Red Deer Chamber of Commerce

COPY

January 4, 2006

Mr. Kelly Kloss
Legislative and Administrative Services
Box 5008
RED DEER, Alberta
T4N 3T4

Dear Sir:

Re: Development Permit for Crematoriums on Commercially Zoned Property

Firstly I would like to clarify that I have only lived in Red Deer for six years and in that time have thankfully not needed the professional services of any of the businesses involved. I am however a concerned resident.

Through the Advocate coverage, I have been following the ongoing discussions and litigation that has resulted with regard to the proposed crematorium at Parkland Funeral Home, and as well the controversy over the sign installed in front of Eventide Funeral Chapel.

It would appear to me that the opposition that is evident by many residents of the city and by City Council is directed towards funeral homes in general. Society would like to ignore the fact that we are all mortal, therefore anything to do with our immortality and the necessary professional services required is opposed.

When Wilsons Funeral Chapel attempted to relocate in the Town of Lacombe, they were faced with months of opposition, due to the fact that it was a funeral chapel.

If Parkland Funeral Home and Crematorium wanted to conduct any other type of business, rather than a crematorium, I doubt very much they would have experienced the opposition from Council that they have. Other areas in the province have crematoriums in commercially zoned areas; why is the City of Red Deer so adamant that this not occur in this city? Parkland Funeral Home has a beautifully kept facility, where they carry on a respectable, quiet, well run business. I understand that if properly serviced and operated, there is nothing offensive to the neighboring businesses and residences; the concerns with regard to emissions are unfounded as they are minimal compared to other businesses in the area.

I suggest that as the public demand for cremations continue to rise, more facilities to provide this service will be necessary. Presently only one facility operates in the area, consequently business is being directed out of town.

Red Deer and district resident are at a disadvantage when there is a wait for crematory services and as a result must be performed out of town

....continued.....

resulting in extra mileage and staff, at a higher cost to the client.

If an existing funeral home service provider has the facilities to provide crematory service and wishes to do so, they should be granted permission. I am sure they will strictly police themselves, to insure that they create no problems in the area, as to do otherwise would reflect poorly on their very competative business. To require them to establish the crematorium at another site and the resulting capital expense will certainly reflect in the cost of such service.

Dying is inevitable. It cannot be avoided. Allow the professionals to do their job in a respectful manner--not under a cloak of darkness. To do otherwise is archaic. City council has many many more demanding challenges that require their time and efforts. Lets get on with really important matters and let the funeral homes do the job they are trained to do.

Yours truly,

EVELYN WADEY
Mailing address: Box 63
Blackfalds, Alberta
TOM 0J0

Telephone No. 347-9292

Copy to:

Counselor Larry Pimm

Counselor Jeffrey Dawson

Reporter--Red Deer Advocate.

To Mayor Morris Flewwelling and Red Deer City Council -

I have followed with interest the discussion as to whether Crematoriums should be within Industrial areas or not.

Personally, I strongly feel that having a Crematorium in an Industrial area is disrespectful and insensitive to the families whose loved ones are being cremated. It would preclude these families from participating in, what for many is not just an important part of saying good-bye, but may also be a formal part of a religious and cultural ceremony. Certainly - most if not all bereaved families would choose to grieve in comfortable surroundings, such as a funeral home attached to a crematorium, rather than having a service at one place, and then the cremation somewhere offsite, where the family is unable to go.

When I think of the percentage of Red Deer city residents who chose this as their final option (around 75%, I believe), I am astounded that City council sees this as a solution.

I hope that, upon further consideration and public consultation, you will be able to come to different conclusion.

Susan Ainley

FROM: Dale Speirs
Box 6830
Calgary, Alberta
Canada T2P 2E7

2006-01-04

TO: Mitch Thomson
Parkland Funeral Home
6287 - 67A Street
Red Deer T4P 3V9

Re: Your letter of 2005-12-28 regarding a retort facility in a funeral home.

My brother and I both live in Calgary now but we grew up in Red Deer. When our father died in Red Deer in 1996, and our mother in 2002, we used your funeral home and, as is the custom in our family, the remains were cremated.

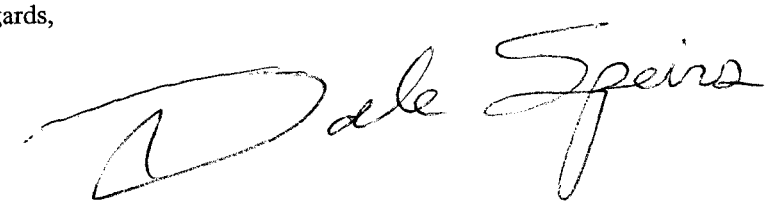
I was surprised to learn that Red Deer Council wants to separate crematoriums from residential or commercial areas. I see no problem with a retort in a funeral home, particularly if it is subject to the usual environmental laws.

In Calgary, we have a family plot in Queen's Park Cemetery within sight of the crematorium there. This crematorium is immediately adjacent to a townhouse complex. Directly across 40th Avenue NW from the cemetery is the residential neighbourhood of Highwood, mostly single-detached homes. On the west and south sides of the cemetery is the Cambrian Heights residential neighbourhood, and there is a major high school across the street on the east side. In fact, the school kids short-cut to the school through the cemetery directly past the crematorium. I have never heard tell of any controversy about a crematorium being in the centre of a residential area, and I don't understand why Red Deer Council would want to be different.

As a former Red Deerite, I see no reason why a funeral home should not be allowed to operate a retort on-site.

You may show this letter to Red Deer Council or who ever else you will.

With regards,



January 12, 2006

City of Red Deer
Legislative and Administrative Services
Kelly Kloss

Personal Alternative Funeral Service
Diann Rowat
Owner/Manager

In reviewing the proposed Land Use Bylaw Amendment 3156/H – 2005. I am wondering if council has considered that if crematoriums are restricted to just industrial zoning this may impact that the "ambiance" of the location by the image of "construction", "salvage yards" etc. and for families wishing to do witness cremation this may create a very negative emotion for the family.
From our personal experience of being zoned light industrial in the City of Calgary we still back on to a residential area, considering all your present Funeral Homes are located in Commercial an addition of "discretionary use" may be very useful for any existing or new Funeral Provider to be able to move forward with a business plan.

Sincerely,

Diann Rowat

Judy F. McAuley
P.O. Box 1013
Blackfalds, Alberta T0M 0J0

January 4, 2006

Mr. Mitch Thomson
Managing Funeral Director
Parkland Funeral Home & Crematorium
6287 - 67A Street
RED DEER, Alberta T4P 3V9

Dear Mr. Thomson;

I read your newspaper article regarding your Funeral Home and the upcoming meeting at City Hall on January 16/06, and have received your letter regarding same.

We will be unable to attend due to previously made medical appointments in Edmonton in the mid-afternoon of January 16, and won't make it back in time for the meeting. However, my entire family supports your position. Therefore, please consider this letter as my family's support in lieu of attendance at the meeting, and feel free to present it, quote from it, or use any portion of it, in support and agreement of your company's presentation.

I do not believe there should be any unfair advantages to any businesses based on monopoly conditions. Choices should be made freely, based on the conduct and professionalism of the company. This applies to all businesses, but perhaps even more so when the business involved is one that people deal with during times of emotional upset and distress. I feel it is entirely unfair that Red Deer City would now deny you the use of the facilities they issued building permits for.

I believe that families dealing with a death and making arrangements while in emotional upheaval should be entitled to the reassurance that all steps in the process of handling the body will be dealt with entirely within the funeral home of their choice. Many emotionally distraught people are not prepared to deal with the issues being argued by the City of Red Deer and/or funeral home competitors.

There is no rationale apparent to me, as an average individual, why City Administration would feel that the funeral services should be separate from crematoriums. Nor do I think it appropriate to try to restrict crematoriums to industrial areas, as though they are something to be hidden away or moved out of sight of the general stream of human traffic areas.

I am personally aware that Edmonton allows the combination funeral home/crematorium in their commercial areas. We lived for approximately 3 or 4 years in an apartment across from Howard & McBride Funeral Chapel & Crematorium on 108 Street and 102 Avenue. Our balcony faced their building, and at no time were we aware of when an actual cremation was being done, as there was never emissions, smoke, fumes, exhaust, or anything. I'm sure many people never knew this crematorium was actually functioning.

I do not want to see the cremation of humans turned into an industrial business separate and apart from a funeral home, and feel it is important to allow the funeral home to proceed with all areas regarding the handling of the deceased, including on-site cremation. It is unfair that some business owners cannot accept competition but would pressure a city to enact laws, zoning, etc., in order to protect their own interests and advantages.

I would definitely attend the upcoming meeting if it was possible as these are the issues that I would like to bring to the attention of the City of Red Deer council members. I hope there is a way in which you can use my letter in support of your position and that, perhaps, some of what I've stated here will be of benefit in a decision to allow you to use the retort (cremation chamber) which was previously approved for construction.

Yours sincerely,

Judy F. McAuley

Email: mcauleys@telus.net
Phone: (403) 885-2440

A big bouquet to the *Red Deer Advocate* for printing the beautiful, large picture of the nativity on the front page of your Dec. 24 edition of the paper and also for wishing all of your readers a Merry Christmas.

May your staff be blessed with p... health in the new year.

Olive Frenette
Red Deer

Quit making a big issue about crematoriums; spend time solving the city's real problems

Re. Crematorium and funeral homes

I think things are in a pretty bad way when a funeral home has to take out full-page ads to try to make the public and the city understand the amount of fumes it would emit from cremating someone.

It is becoming more and more prevalent for loved ones to state in their final wishes that they want to be cremated.

Does the city understand the concept that there are rules and guidelines regarding crematoriums?

Does the city think the governing body of the funeral home industry would allow crematoriums that were not safe?

Crematoriums have been around for years with no reported deaths from living near such a facility.

However, the city does not think it is harmful to build housing subdivisions right up against an industrial park where fumes are emitted not only from the businesses in the area but also from the increased traffic coming and going from these areas.

A person living next door to the local gas station or liquor store would get more dangerous fumes from all the traffic coming and going than a person living near a crematorium would.

I think the city should spend less time worry about emissions from regulated crematoriums and get into the real world — cremation is and has been around for a very long time.

It's time to get with the program and stop beating around the bush on this issue.

Give your approval and spend your time on important things — like the increase of crime in our city or the bar scene that has been a very definite detriment to our city.

May Johnson
Red Deer

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Looking for the catch? Keep looking. The more you bank with Community Savings, the more cash you'll earn annually through Profit Sharing. This year, the aver
five services $1,210, and six services $1,592 (based on minimum volume). Amazing.

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B. Sinclair
120 Andrews Close
Red Deer Ab.
T4R 2R2

City Council
City of Red Deer
Box 5008
Red Deer Ab.
T4N 3T4

Dec 8 2005

Councillors

This note is to inform you of my dissatisfaction with the bylaw governing crematoriums within the city. Forcing families to travel from one facility to another only adds stress and increases costs to the grieving families of the deceased.

I have also read in the paper that one within city limits was approved, and once completed not permitted to operate. The legal liabilities of this decision also concern me, as I see in the paper the city is in litigation over the issue at this time.

Please reconsider your decision on this issue

Barbara Sinclair
Barbara Sinclair

DATE: January 16, 2006

RE: Cremation Chamber

FAX TO: 343-3033

ATTENTION: Mitch Thompson

FROM: T. Wallner

NUMBER OF PAGES: 4 including cover sheet

Good Afternoon:

Kindly inform us if there are any misstatements in the attached correspondence. I will be happy to re-vise if necessary.

Good luck to you,

T. Wallner

C:\My Documents\Mom_files\Fax Funeral Home Jan 16,05.wpd

T. Wallner
7137 Gray Drive
Red Deer, Alberta
T4P 2B1

City Council
c/o City of Red Deer
4919 48 Avenue
Red Deer, Alberta
T4N 3T4

January 16, 2006

Dear Council Members:

RE: Parkland Funeral Home and Crematorium/Cremation Chamber

Please accept this as my input during the public hearing regarding the above noted matter scheduled this evening @ 7 p.m. I will be unable to attend in person.

I have been a resident of the City of Red Deer for the past 46 years all but five of which have been spent on the north side of the city. The Parkland Funeral Home and Crematorium has been operating within approximately 5 city blocks of my residence for a number of years, quietly and with great decorum, up to and including allowing the neighbourhood children to use their heated parking area for recreation when not in use for services. Although I have never personally been involved with this particular funeral home on a professional basis, I and I am quite sure all of my neighbours were aware at their opening that they intended to operate a Cremation Chamber (retort). We were apprized of this intention by way of a staff member attending personally at our individual homes to discuss the matter and further, taking as much time with each of us as needed to explain the implications and/or environmental concerns involved with a such facility, allowing us to make qualified decisions as to whether or not we were comfortable with same.

As a lifetime resident of the city, I am aware of the city's requirement for private citizens as well as business to canvas the area and provide the results to the city, when they wish to erect certain buildings or facilities to ascertain the wishes of the affected residents before they are granted permits etc. to proceed. This, as well as the name under which they operate, leads me to believe that the city was well aware of the funeral home's intention at the outset and I find the back-peddling now quite disturbing. This city has always been very progressive while maintaining a small town feeling and attitude towards it's business partners and private citizens. I would hate to see it become just another big business centre with no concern for the small business man or the feelings of it's residents.

According to the hand delivered correspondence received by myself from Parkland Funeral Home and Crematorium, a copy of which is attached for your reference, they have been operational since 1999. Seven years is a long time to spend attempting to resolve a situation

which would make your business fully operational. While I am aware that this business is operating successfully, I submit that had they been made aware that the completion of their business would be held up for this extended amount of time, they may have elected to build elsewhere, perhaps in a centre more anxious to develop new and competitive business.

As mentioned in the above noted correspondence received from the funeral home, there is and has been for a good number of years, a monopoly on funeral services in this city. As we are all aware, competition produces both fair pricing and good business practice. Being a person who has had more than the average amount of experience with the death of family members and the consequent requirement for funeral services, this has become a source of discomfort for myself and others in my family as we have had no choice other than to leave the city should we wish to use other professionals than those offered in this centre.

I for one, am not the least concerned about the manner in which this company will operate a Cremation Chamber as they have proven themselves very conscientious, courteous and neighbourly thus far in the operation of their business and if anything have gone out of their way to appease the citizens affected by their operation in and around the area. The residents of this particular area are not unable to make decisions for themselves and should the retort become a problem in future we will surely voice our concerns and expect to have them heard and attended to by our council. However, until such time as there arises a difficulty, I believe that, in the interest of fair business practice and the absence of any danger or discomfort to the residents, we should, as a city, welcome and support this service as the benefit it is intended to be.

Yours truly,

T. Wallner

PARKLAND

Funeral Home and Crematorium

A Division of 1059013 Alberta Ltd.

January 14, 2006

To whom it may concern:

The concept of opening a full service funeral home with an operating retort (cremation chamber) was first considered in 1998. City building and development permits were acquired and by mid 1999 our facility was near completion. When it was time to turn on the utilities, we were told our natural gas meter to our retort would be withheld because the city had not previously understood that the retort in our plans was for human cremation. Communication did not appear to be successful and legal direction was sought. To this day we are still waiting for the court system to rule on our case.

In the meantime we have gone on serving families to the best of our ability. Early families that selected cremation were told their loved one would be transferred to Calgary for cremation. Some families were not comfortable with this additional travel and sought service from our competitor who owns three of the competing funeral businesses in town as well as the Crematorium at Alto Reste Memorial Gardens in the County. We had a service disadvantage.

In 1998, when the decision to place our retort unit in the funeral home was made, 47% of Alberta families were choosing cremation. On December 12th, 2005 Alberta vital statistics indicated that 69% of the people who passed away in Red Deer until that time in 2005 chose cremation. Of these families many accompanied us to the crematorium in procession or joined us to be present during cremation. Some ethnic groups and faith groups in our community prefer cremation.

Funeral homes with crematoriums can be found in commercially zoned areas in the municipalities of Edmonton, Calgary, Lethbridge, Medicine Hat, Grande Prairie, Sherwood Park, Lloydminster, Bon Accord, Camrose, Wetaskiwin, Rocky Mountain House and Innisfail. Calgary has the highest percentage of these facilities with 7 located in Calgary's commercial zones. Although city administration has recommended to council that crematoriums be allowed in commercial areas, council is embarking on a direction to separate funeral services from crematoriums and further is designating crematoriums as a discretionary use only in industrial areas.

I am writing to advise you of this situation and to ask you for your support. At 7:00 p.m., on January 16th, 2006 city council will be holding a public hearing to discuss whether crematoriums should be allowed in the city; they will also be considering whether cremation should occur in a funeral home. We are preparing to make a presentation before council that will clearly indicate that there would be no environmental concerns resulting from the operation of our retort and that we will continue to be a good neighbor in our community should they allow us to operate. We hope to be able to illustrate to council that a decision by them to continue along this path will only create further monopolies in the Red Deer funeral service sector and limit the opportunities for individuals and families to be involved in the decisions and funeral services of their loved ones. **Please consider joining us on January 16th at 7:00 p.m. in Council Chambers at City Hall, Red Deer.**

Very truly yours,

Mitch Thomson

Mitch Thomson, Managing Funeral Director

6287 - 67A Street, Red Deer, Alberta T4P 3V9 Telephone: (403) 340-4040 Facsimile: (403) 343-3033
Website: www.parklandfuneralhome.com

Figure 1. Test Results- Visible Emissions

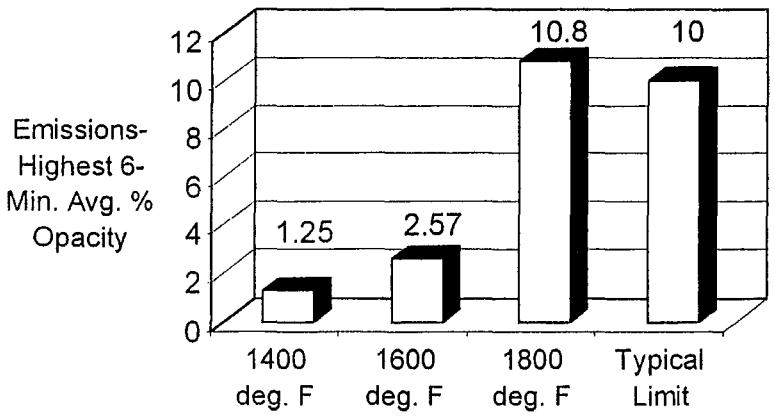


Figure 2. Test Results- Particulate Matter*

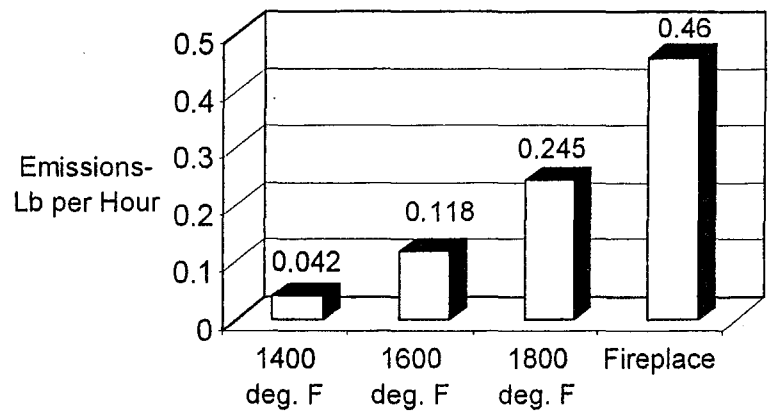


Figure 3. Test Results- Carbon Monoxide*

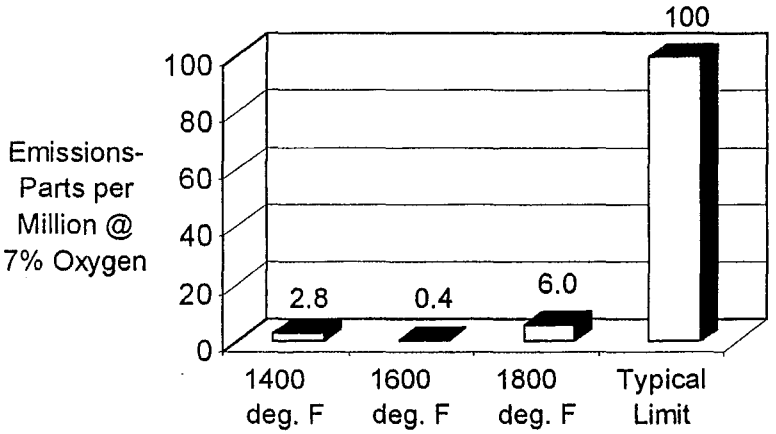
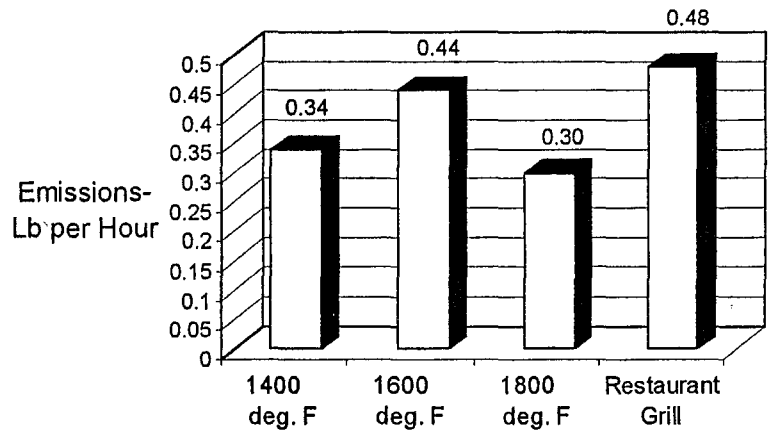


Figure 4. Test Results- Nitrogen Oxides*



* Test results for the inlet to the wet scrubber.

Figure 5. Test Results- Sulfur Dioxide*

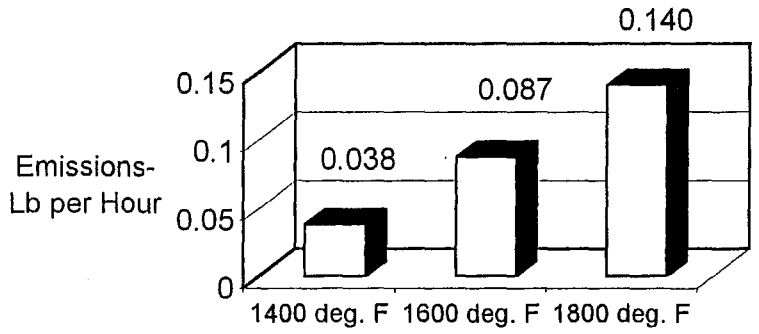


Figure 6. Test Results- Hydrogen Chloride*

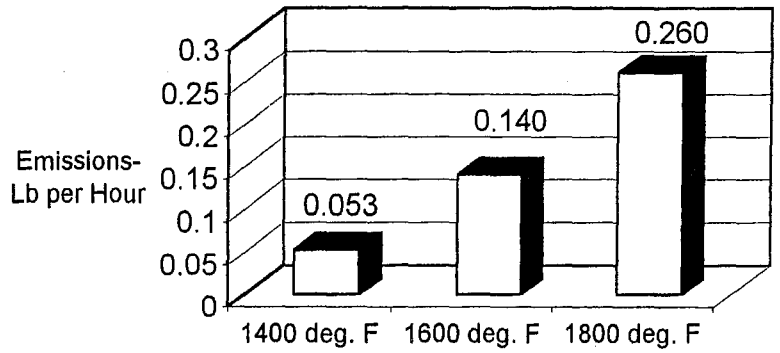


Figure 7. Nationwide Totals- Mercury*

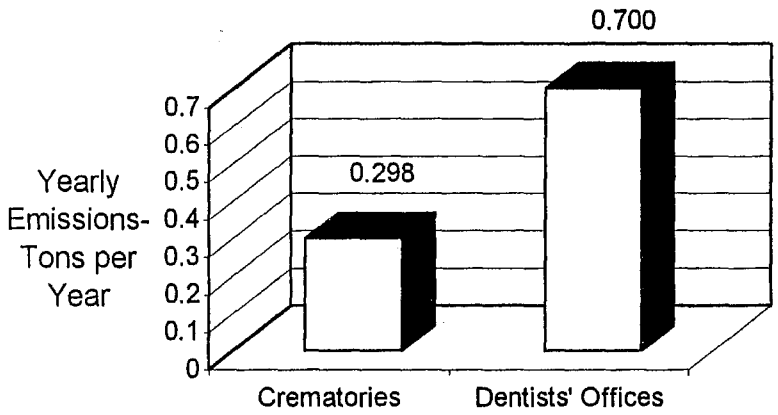
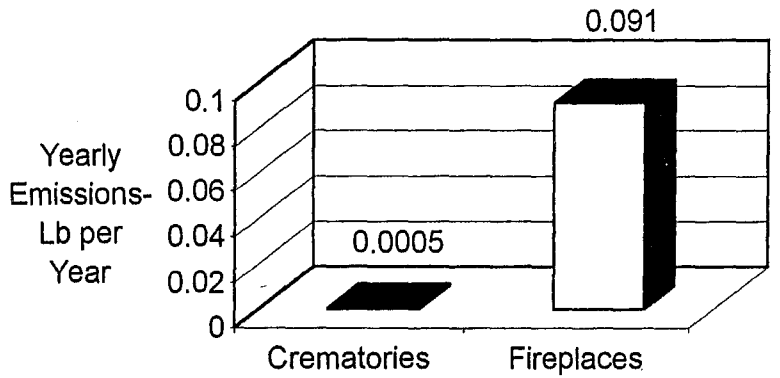


Figure 8. Nationwide Totals- Dioxin/Furan TEQ*

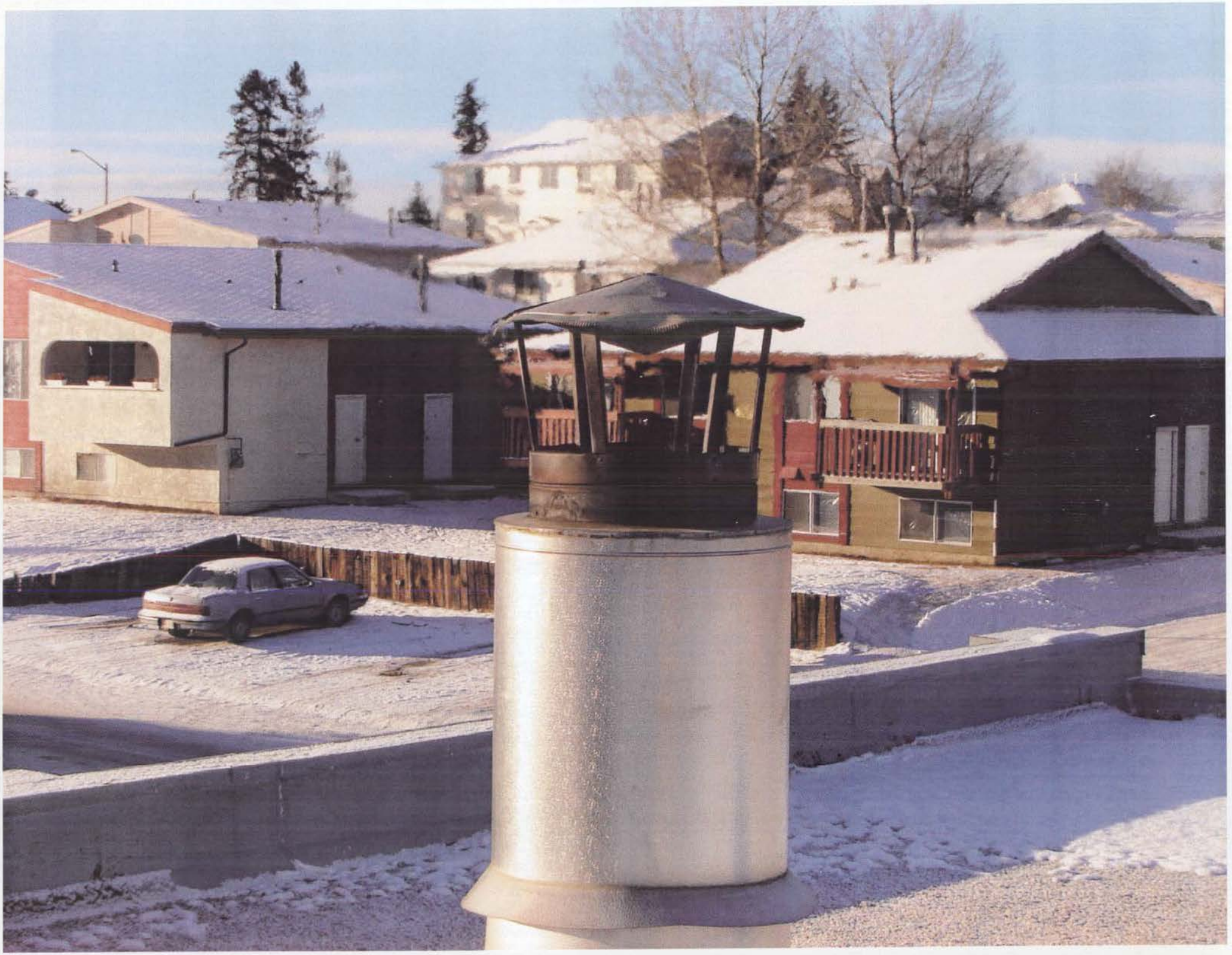


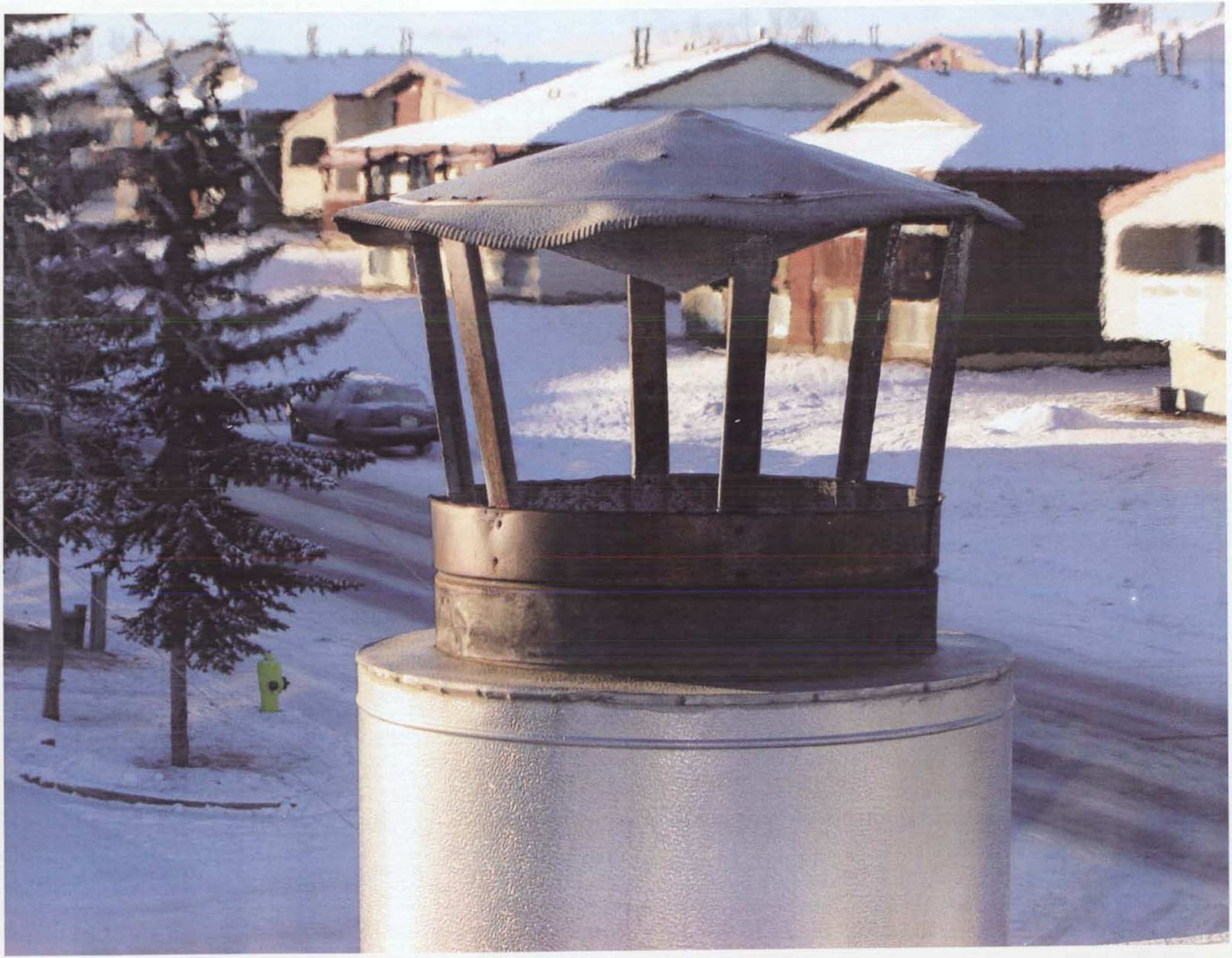
* Test results for the inlet to the wet scrubber.

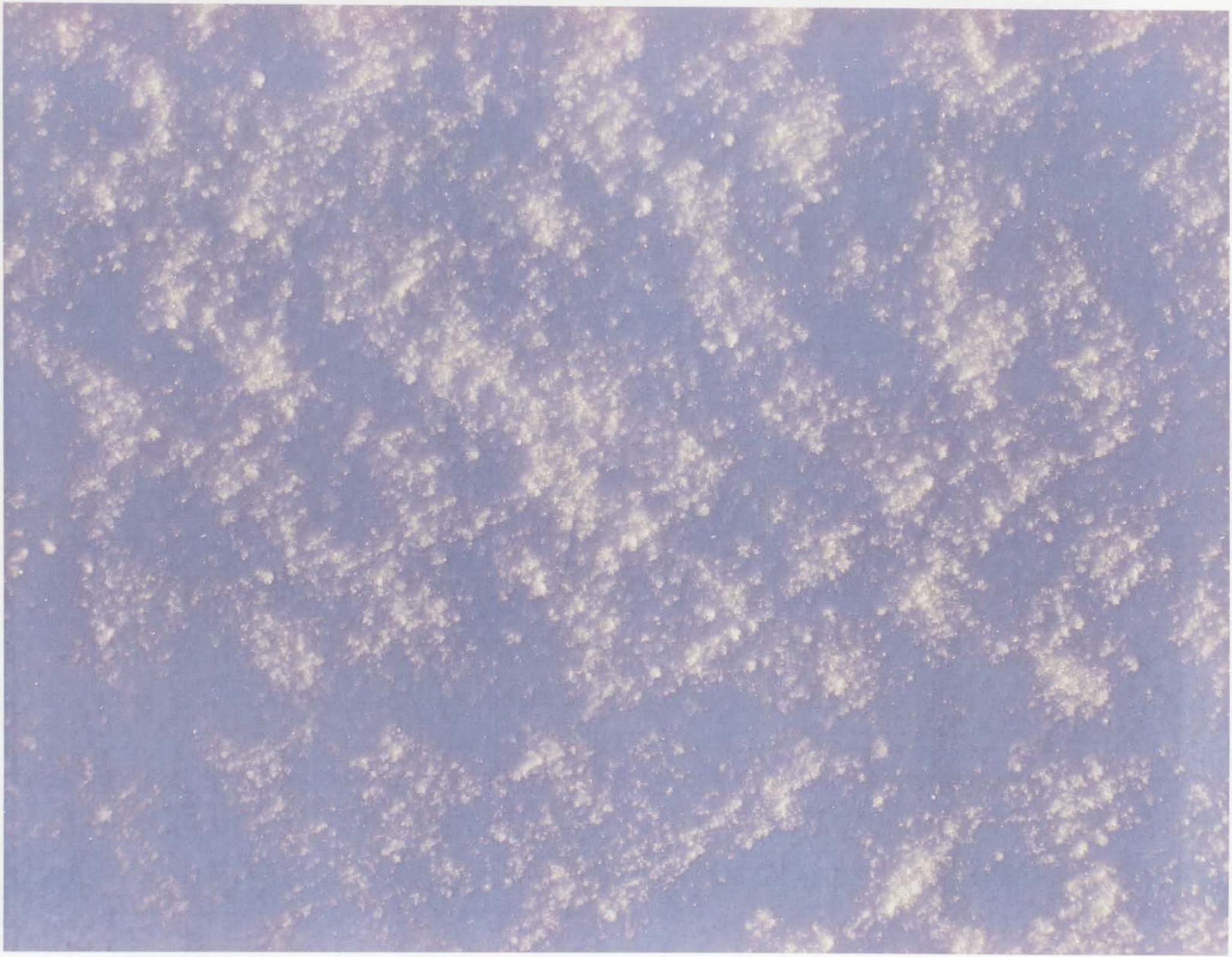
Date: 2005/12/16

Red Deer Burial Cremation Count

Year	Total Burials	Total Cremations	Total Deaths
2003	242	365	613
2004	209	388	598
2005	198	424	625







Kelly Kloss

From: Morris Flewwelling
Sent: January 16, 2006 1:39 PM
To: Bev Hughes; Cindy Jefferies; Frank Wong; Jeffrey Dawson; Larry Pimm; Lorna Watkinson-Zimmer; Lynne Mulder; Tara Veer
Cc: Norbert Van Wyk; Colleen Jensen; Paul Meyette; Kelly Kloss
Subject: FW: Parkland Funeral Home

From: Ainley, Susan [mailto:susan.ainley@rbc.com]
Sent: January 15, 2006 10:13 PM
To: Mayor
Subject: Parkland Funeral Home

To Mayor Morris Flewwelling and Red Deer City Council -

I have followed with interest the discussion as to whether Crematoriums should be within Industrial areas or not.

Personally, I strongly feel that having a Crematorium in an Industrial area is disrespectful and insensitive to the families whose loved ones are being cremated. It would preclude these families from participating in, what for many is not just an important part of saying good-bye, but may also be a formal part of a religious and cultural ceremony. Certainly - most if not all bereaved families would choose to grieve in comfortable surroundings, such as a funeral home attached to a crematorium, rather than having a service at one place, and then the cremation somewhere offsite, where the family is unable to go.

When I think of the percentage of Red Deer city residents who chose this as their final option (around 75%, I believe), I am astounded that City council sees this as a solution.

I hope that, upon further consideration and public consultation, you will be able to come to different conclusion.

Susan Ainley

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[This message has been scanned for security content threats, including computer viruses.]

Back up

Christine Kenzie

From: Nick Riebeek
Sent: January 17, 2006 9:44 AM
To: Christine Kenzie
Subject: RE: Draft of Council Resolutions Re Crematoriums

Hello Christine,

yes these will do, they are consistent with what council directed last night.

thank you

nick

From: Christine Kenzie
Sent: Tue 2006/01/17 8:28 AM
To: Nick Riebeek
Subject: Draft of Council Resolutions Re Crematoriums

Attached are drafts of resolutions regarding the crematoriums that were discussed at last night's Council Meeting.

Kelly asked me to check the wording of the resolutions with you - before I send out any letters or put them in the Council Minutes.

Let me know if you have any changes.

Thanks.

<<Resolutions re Crematoriums - January 16 2006 Council Meeting.doc>>

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

THE CITY OF RED DEER
DRAFT RESOLUTIONS

Date: **January 16, 2006** **No. A p.**

Moved by Councillor Mulder **Seconded by Councillor Jefferies**

"Resolved that Council of the City of Red Deer hereby directs the Administration to prepare a Land Use Bylaw Amendment that would allow the operation of a crematorium within a cemetery."

Watkinson-Zimmer	Mulder	Jefferies	Hughes	Pimm	Veer	Wong	Dawson	Flewwelli
☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐					
Carried	Defeated	Withdrawn	Tabled					

☐ For	√ Against	A Absent

THE CITY OF RED DEER
DRAFT RESOLUTIONS

Date: **January 16, 2006** **No. B p.**

Moved by Councillor Wong **Seconded by Councillor Jefferies**

"***Resolved*** that Council of the City of Red Deer hereby directs the Administration to prepare a Land Use Bylaw Amendment that would include within the definition of a "Funeral Home" provisions to carry out cremations with the number of cremation/retorts being limited to one."

Councillors Mulder, Hughes and Pimm registered dissenting votes.

Motion Carried

Watkinson-Zimmer	Mulder	Jefferies	Hughes	Pimm	Veer	Wong	Dawson	Flewwelli
☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐					
Carried	Defeated	Withdrawn	Tabled					

☐ For	√ Against	A Absent

COPY TO:
MAYOR
COUNCILLORS
CITY MANAGER
PCPS -
DIRECTORS ✓

RED DEER CHAMBER of COMMERCE

"Taking Care of Business Together"

3017 Gaetz Ave., Red Deer, AB, Canada T4N 5Y6
Phone 403.347.4491 Fax 403.343.6188
E-Mail: rdchamber@reddeerchamber.com
www.reddeerchamber.com

January 12, 2006

To: Mayor and City Council
The City of Red Deer

The Red Deer Chamber of Commerce has been advised that the City of Red Deer is considering a new by-law regarding crematoriums within the City limits.

The Chamber's Board of Directors has had the opportunity to review some of the environmental reports that examine emissions from crematoriums, as well as comments and experiences of other communities with these facilities in their commercial districts.

The Red Deer Chamber of Commerce, as you are aware, actively encourages and promotes business development in the City and region. In that endeavor, the Chamber voices its opinion whenever the City considers policies and by-laws that may affect the development of business in the community.

We have seen recently that businesses in certain commercial sectors have chosen not to locate within City of Red Deer boundaries because of City policies, by-laws, or zoning issues, and they have instead located either in Red Deer County or elsewhere.

The current issues surrounding the crematorium industry have also kept these businesses from investing in this community. Surrounding communities such as Innisfail, Rocky Mountain House, and Wetaskiwin all have crematoriums within their commercial areas. Stettler has just had one constructed as well. It is surprising that, in a city the size of Red Deer, no human crematoriums are operating, especially given the demand for such services. The City and the Chamber have a great record for attracting business to this area, but the Chamber is concerned that the proposed by-law will discourage this particular industry from locating within the City, and instead direct benefits to other municipalities.

In examining this issue and the proposed by-law, the Red Deer Chamber of Commerce encourages the City to consider the effect of its decision on this sector of our business economy, with a view to encouraging growth, rather than stagnation, of this category of business in the City of Red Deer. While we recognize that there is a "public perception" issue that needs to be addressed with the citizens of our community, we firmly believe that the City of Red Deer can demonstrate, as many other cities have done, that this industry is an important part of our overall business "family" in this community, and does not need to be hidden away because of the inaccurate and false perceptions surrounding it.

The Red Deer Chamber of Commerce believes that this issue is another opportunity for the City of Red Deer to demonstrate that it encourages economic development within our community.

Finally, and on a different note, we ask the City to consider what message we as a community convey to people who wish to say goodbye to their loved ones. Do we really want it to be in the middle of an industrial sector of our fair city, when there are so many more appropriate locations?

Thank you for considering our input.

Sincerely,

J.C. Brooks
President
Red Deer Chamber of Commerce

Eventide
Funeral Chapels & Crematorium Red Deer Ltd.
4820 - 45 Street, Red Deer, Alberta T4N 1K5
Phone: (403) 347-2222 Fax: (403) 346-7320
www.eventidefuneralchapels.com

Invitation

January 12, 2006

To The Honourable Mayor Morris Flewelling and Council Members:

I would like to extend my formal invitation to each of you to join me at Eventide Funeral Chapel on:

Saturday, January 14, 2006
at 1:00 p.m.
Eventide Funeral Chapel
4820 – 45th Street,
Red Deer, Alberta

for an Information Seminar on Crematoriums. I feel that I will also be able to provide you with valuable information which will allow each of you to make an informed decision regarding this issue of allowing crematoriums to operate within the City of Red Deer in Commercial and Residential areas on Monday night, January 16th.

I look forward to seeing you on Saturday.

Yours truly,

EVENTIDE FUNERAL CHAPELS RED DEER LTD.

J. Dianne Schmelke
Owner

JDS/lo

Enclosures

cc: Mayor
Councillors
City Manager
City Clerk

2006/01/12
LL

Proud to be family owned and operated for over 74 years.

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Funeral Chapels & Crematorium Red Deer Ltd.
4820 - 45 Street, Red Deer, Alberta T4N 1K5
Phone: (403) 347-2222 Fax: (403) 346-7320
www.eventidefuneralchapels.com

January 11, 2006

To All Council Members For Your Information:

1. Central Alberta Crematorium is located at the Alto-Reste Cemetery just outside of the City of Red Deer boundaries. It has been in existence about 20 years. Currently it handles about 500 to 550 cremations a year. It has a small chapel attached.

2. Randy Oleksuik, a trained and certified cremator, operates the Central Alberta Crematorium. On an annual basis, only about 8 or 10 cremations are attended by mourners. Of those 8 or 10, only a few are attendant by ethnic groups.

3. Many Funeral Homes in Central Alberta use that facility for cremations. Parkland Funeral Home and Crematorium Ltd., has also used that facility. That cremation facility remains under utilized.

4. The Province of Ontario, by Provincial Legislation, does not permit crematoriums except in cemeteries. It does not permit, even in cemeteries, a crematorium and funeral home in one building. Crematoriums must be a free standing structure. [Funeral, Burial and Cremation Services Act. Statutes of Ontario, 2002, Chapter 33]

5. Penticton, British Columbia, does not allow crematoriums operate in within its boundaries. In Penticton, about 85% of deceased persons are cremated. Crematoriums are allowed in Light Industrial Zones and must not be in a funeral home. The crematorium must be a free standing structure. [1-250-490-2400]

6. Saskatoon, Saskatchewan, which dealt with this issue about a year and a half ago, only allows crematoriums on the periphery of the City on land zoned Agricultural. [Office of the City Solicitor of the City of Saskatoon. [1-306-975-3270]

7. Parkland Funeral Home and Crematorium Ltd.'s current public campaign is highly suspect. It is attempting to muster public support to have City Council legitimize its existing crematorium built in contravention of City By-Laws.

Eventide
Funeral Chapels & Crematorium Red Deer Ltd.
4820 - 45 Street, Red Deer, Alberta T4N 1K5
Phone: (403) 347-2222 Fax: (403) 346-7320
www.eventidefuneralchapels.com

The issue of crematoriums and pollution has no clear cut answers. However, from this limited survey it is apparent that other communities in recent years have more or less adopted the following principles:

1. Crematoriums are required to be free standing structures.
2. Crematoriums cannot be part of a funeral home.
3. Crematoriums are primarily located in cemeteries.
4. Crematoriums are not permitted in residential or commercial zones.

Yours truly,

EVENTIDE FUNERAL CHAPELS RED DEER LTD.

J. Dianne Schmelke
Owner

JDS/lo

Copied To:
Mayor
Councillors
City Manager
PCPS KK

3313 - 42 A Ave. Close,
Red Deer, AB.
T4N 3A5

To - The Mayor and
City Council members.

Here we go again! I am writing to express my disapproval of spending 46 million dollars of citizen's tax money on a museum or whatever you are calling it this year. Even if the Red Deer College, library, etc. come on board it is still the public tax money that is being spent. If some of the money used on studies, consultant fees, etc. was to be used on holding a

a plebiscite I firmly believe that you would discover that most citizens of Red Deer do not want that much money to be spent on a museum.

Another point I wish to discuss is the permit to open the crematorium on 67A Street. I do not think the real concern is a sugar cube size of mercury – a lot has to do with esthetics. I feel its time you had some consideration for the people living on the North Hill – particularly Mustang Acres and Johnstone Park. After all these people were

situated there before Parkland Funeral Home. I doubt if any of the owners of this establishment live in those areas – nor do any council members. Can you honestly tell me that if this funeral provider was next door to you and wanted to open a crematorium that you would vote to give them the go-ahead. I don't think so.

Thank you for your consideration.

Mrs. Jay Peebles
(long time resident of Red Deer)

RECEIVED
JAN 06 2006
The City of Red D...

W & J Peebles
3313-42A Ave. Close
Red Deer, AB
T4N 3A5

www.sprint.ca/www.postel.ca

The Mayor & City Council,
4914 - 48 Ave.,
Red Deer, AB.

Elsie Hunter
#103 9 Avery Street
Red Deer AB T4R 2S8

Dear Council members

When I lost my husband in 2004 I never realized the troubles Parkland Funeral Home & Crematorium were having. Caring & concern was the ultimate shown by Mitch Thomson & I have the greatest gratitude for all the care & thoughtful actions.

I will not be at the meeting on January 16, but wish I could put my support for Parkland Funeral Home.

Thank you
Elsie M. Hunter

RECEIVED
JAN 11 2006
The City of Red Deer

Council Chambers at City Hall
T.C. Box 5008, 4914 48 Ave
Red Deer AB.

T4N 3T4

Christine Kenzie

From: Char Rausch
Sent: January 13, 2006 1:55 PM
To: Greg Scott; Paul Meyette
Cc: Bev Greter; Norbert Van Wyk; Kelly Kloss; Colleen Jensen; Bryon Jeffers; Michelle LaBonte; Christine Kenzie
Subject: Forwarding comments received/heard by Councillor Larry Pimm - Info Only

Good Afternoon Greg and Paul:

I am just forwarding from Councillor Pimm as information for your respective files. Thanks. Char ...

Charlaine Rausch
Office Administrator
Communications & Corporate Planning
The City of Red Deer
(403) 309-8598

-----Original Message-----
From: Bev Greter
Sent: January 13, 2006 1:11 PM
To: Char Rausch
Subject: FW: 2 Issues

-----Original Message-----
From: Larry & Diane [mailto:lpimm@agt.net]
Sent: Friday, January 13, 2006 1:01 PM
To: Bev Greter; Cindy Jefferies; Bev Hughes; Frank Wong; Jeffrey Dawson; Larry Pimm; Lorna Watkinson-Zimmer; Lynne Mulder; Tara Veer; Morris Flewwelling
Subject: 2 Issues

I just received a call from Nancy williams of 19 Pearson Crescent
Ph 343-0225
She made two points
- "A crematorium within the City is inappropriate." When I asked her about locating a crematorium in industrial land she seemed accepting of that idea.
- She also felt that the horses at heritage ranch were an asset to The City. She has done trail rides there and also some years ago she arranged for a staff party hay ride there.

[This message has been scanned for security content threats, including computer viruses.]

Eventide
Funeral Chapels & Crematorium Red Deer Ltd.
4820 - 45 Street, Red Deer, Alberta T4N 1K5
Phone: (403) 347-2222 Fax: (403) 346-7320
www.eventidefuneralchapels.com

January 16, 2006

To The Honourable Mayor Morris Flewwelling and Members Of Council:

Please accept this summary and recommendation presented by Eventide Funeral Chapels Red Deer Ltd. and Red Deer Funeral Home regarding tonight's public hearing on the Crematorium issue.

Respectfully Submitted,

EVENTIDE FUNERAL CHAPELS RED DEER LTD.

Gordon R. Mathers
Manager/Funeral Director

GRM/lo

Enclosure

Proud to be family owned and operated for over 74 years.

CREMATORIUM BRIEF
for Red Deer City Council
by
Eventide and Red Deer Funeral Homes

Monday, January 16, 2006

SUMMARY AND RECOMMENDATIONS

a. **Best** Cemetery zoning for free standing crematoriums.

b. **Compromise**. Industrial zoning for free standing crematoriums.

c. **Worst** Commercial/Residential zoning for in funeral home crematoriums.

d. **Neutral** Status quo until Provincial standards for crematoriums are implemented

If Council approves the re-zoning of the Parkland Funeral Home site, then the implementation of that decision should be deferred for about 18 months. It is estimated that it will take about 6 months for the City to make the appropriate zoning changes and issue permits for Eventide Funeral Home and Red Deer Funeral Home to construct their crematoriums. It will take about another 12 months to construct the additional 2 crematoriums.

CURRENT STATUS OF CREMATIONS IN RED DEER

1. Red Deer City Council is currently considering zoning issues relating to crematoriums.

2. Eventide Funeral Chapels and Crematorium Red Deer Ltd. and Red Deer Funeral Homes Ltd. and many other funeral homes in neighbouring towns have their cremations done at the Central Alberta Crematorium.

3. Parkland Funeral Home and Crematorium Ltd. have also and may continue to use that facility.

4. Central Alberta Crematorium is located at the Alto-Reste Memorial Gardens cemetery just outside of the City of Red Deer boundaries. It has been in existence about 20 years. Currently it handles about 500 cremations a year. It has a small chapel attached.

CREMATORIUMS AND POLLUTION

1. Physical Pollution

a. Report dated September 2, 2005, by Martin Kvapil, of Parkland Community Planning Services.

   i. Discretionary use to permit review for appropriate operations, equipment and facilities.

b. Resolution dated November 8, 2005, of the City of Red Deer Environmental Advisory Board.

   i. City hire expert and use unbiased sources for information.

c. Publicity campaign by Parkland Funeral Home and Crematorium.

   i. *Advocate* ads dated December 29, 2005, etc. by Mitch Thomson of Parkland Funeral Home and Crematorium.

      1. No problems. Cites a U.S. Environmental Agency.

   ii. *Advocate* article dated January 11, 2006, cites Ron Salvatore.

      1. ... crematoriums don't harm air quality.

   iii. No response to 3 emails and one fax requesting interviews.

   iv. Parkland Funeral Home and Crematorium is clearly not unbiased.

   v. Parkland's expert, Mr. Ronald Salvatore, the National Sales Manager of Matthews Cremation Division, was quoted in the *Advocate* as supporting Parklands efforts to have zoning laws changed to accommodate its crematorium. Mr. Salvatore has written:

      1. An article entitled "Cremation Issues and Answers" in December 2005, describing the problems with different types of cremations. He acknowledges that in certain circumstances the operators of a crematorium could put themselves at risk. Cremators can overheat resulting in smoke.

      2. A guideline entitled "Considering the Purchase of a Crematory?" In that guideline he writes:

Typically, there are three to four permits or approvals necessary for the installation of a cremator. These are zoning, building/construction, environmental and a crematorium license.

ZONING: Of all the permits or approvals, local zoning can be the most frustrating to obtain. Each individual community has its own zoning bylaws which outline permitted uses in the various zones that divided the city or town.

There is also a trend for mandatory operator certification.

d. Concise and brief pollution article, "Crematorium Emissions" (attached) In summary, it makes the following points.

Cremation pollutants are created by:

i. Combustion;
ii. Incomplete combustion; and,
iii. Volatilization of metals.

Pollutants consist of:

i. Particulate matter;
ii. Hydrogen chloride;
iii. Carbon monoxide; and,
iv. Mercury, cadmium and lead.

Department of Environmental Protection (U.S.)

Strict regulations, controls, records and inspections for:

i. Particulate;
ii. Carbon monoxide;
iii. Hydrochloric acid, hydrogen chloride;
iv. Mostly affects elderly and children;
v. Type of caskets;
v. Clothing;
vi. Permits;
vii. Written records for 2 years; and,
viii. Operator training and certification.

Briefly, crematoriums pollute. Environmental controls, state of the art cremators, trained operators, detailed records and regular inspections are necessary to minimize pollution to a tolerable level.

e. Crematorium malfunction or operator error.

i. What if the crematorium malfunctions has a breakdown or is operated by an incompetent operator resulting in pollution affecting the residents of that area?

ii. Is the City's answer to say to the affected resident's in that area they must look to Parkland Funeral Home for a remedy? Is the City exposed to liability to those residents in light of the unresolved litigation with Parkland Funeral Home for breaching a zoning by-law and internal advice to seek unbiased information and hire an expert?

2. Psychological Pollution

a. When considering zoning it is not only important to consider the issue of pollution but also the adverse psychological impact on nearby residents to use and enjoy their property.

b. By the nature of crematoriums, which incinerate human bodies, there are legitimate concerns about the psychological impact of such, in an area with residences and schools nearby, on children and residents of that area.

3. 'Not in my backyard'

a. Randy Oleksuik, a trained and certified cremator, has been operating the Central Alberta Crematorium at the Alto-Reste cemetery for about 10 years. He has conducted about 5000 cremations. On an annual basis, only about 8 or 10 cremations are attended by mourners. Of those 8 or 10, only a few are attendant by ethnic groups.

b. Randy Oleksuik does not want a crematorium in his "back yard."

COMPETITION

1. Level Playing Field

a. Presently with the operation of the Central Alberta Crematorium at the Alto-Reste cemetery all funeral homes in Red Deer and surrounding area are operating on a level playing filed.

b. Eventide Funeral Home presently does not qualify for a crematorium and its business will be prejudiced unless it is given special exemption by City Council

c. Red Deer Funeral Home will have the right zoning but will need City Council permits for that discretionary use.

d. If Council decides to allow the crematorium for Parkland Funeral Home and Crematorium that implementation should be deferred 18 months to allow council to make the necessary zoning changes and the other funeral homes time to construct their crematoriums. Three crematoriums will again level the playing field for all of the funeral homes in Red Deer.

2. Fairness and Liability

a. Parkland has a current outstanding lawsuit against City and one of its counsellors. It will be an issue in that law suit as to whether Parkland's application under the word "retort" instead of cremator or crematorium was a deception. If the court finds in the City's favour on that issue, that result should have some relevance regarding Parkland operating a crematorium in compliance with safety and environmental standards.

ZONING IN OTHER JURISDICTIONS

1. Ontario

The Province of Ontario, by provincial legislation, does not permit crematoriums except in cemeteries. It does not permit, even in cemeteries, a crematorium and funeral home in one building. Crematoriums must be a free standing structure. [*Funeral, Burial and Cremation Services Act*. Statutes of Ontario, 2002, Chapter 33]

2. Penticton

Penticton, British Columbia, does not allow crematoriums to operate in within its boundaries. In Penticton, about 85% of deceased persons are cremated. Crematoriums are allowed in Light Industrial Zones and are not permitted in a funeral home. The crematorium must be a free standing structure. [1 250 490 2400]

3. Saskatoon

Saskatoon, Saskatchewan, which dealt with this issue about a year and half ago, only allows crematoriums on the periphery of the City on land zoned Agricultural. [Office of the City Solicitor of the City of Saskatoon. [1 306 975 3270]

4. Principles applicable to Crematorium Zoning

The issues of pollution, operation and the psychological impact of crematoriums are not without problems. Many questions remain unanswered. However, from this limited survey it is apparent that other communities in recent years are more or less adopting the following principles when new considering crematoriums:

i. Crematoriums should be free standing structures.
ii. Crematoriums should not be part of a funeral home.
iii. Crematoriums should preferably be located in cemeteries.
iv. Crematoriums should not be in residential or commercial zones.
v. Crematoriums should meet certain pollution standards, be permitted and be subject to inspections.
vi. Crematorium operators should have training and certification

The existing facility at Alto-Reste Cemetery suits the present needs of Red Deer and the entire funeral industry. It is consistent with the trend in location, management and operation of crematoriums. It is neither in the funeral industry's interest or the interest of the citizens of Red Deer to ignore these principles.

FINAL RECOMMENDATION

a. **Best** Cemetery zoning for free standing crematoriums.

b. **Compromise** Industrial zoning for free standing crematoriums.

c. **Worst** Commercial zoning for in funeral home crematoriums.

d. **Neutral** Status quo until Provincial standards for crematoriums are implemented.

If Council approves the re-zoning of the Parkland Funeral Home and Crematorium site then the implementation of that decision should be deferred for 18 months to allow appropriate zoning, permits and time for the Eventide Funeral Home and Red Deer Funeral Home to construct their crematoriums.

Respectfully submitted on behalf of:

Eventide Funeral Chapels and Crematorium Red Deer Ltd.
Operating in Red Deer for over 75 years.

Red Deer Funeral Homes Ltd.
Operating in Red Deer for over 30 years.

Pollutants

AIR POLLUTANTS

Air pollutants are emitted from the cremation processes by three major avenues, combustion, incomplete combustion, and the volatilization of metals in the human body. Combustion is responsible for the emission of particulate matter, hydrogen chloride, and other emissions that depend on elements present in the atmosphere. Incomplete combustion during cremation, as with any incomplete combustion process, will produce carbon monoxide. Volatilization of metals or the deposition of metals onto soot, which is then emitted into the atmosphere, is responsible for the pollutants mercury, cadmium, and lead.

INCOMPLETE COMBUSTION

- Carbon Monoxide
- Top of Page
- Main Page

Carbon Monoxide

The result of incomplete combustion is the formation of carbon monoxide. The combustion process must take place in the presence of enough oxygen and at the proper temperature to reduce the amount

of carbon monoxide formed and make the process complete. Cars are a major source of carbon monoxide and the source of many carbon monoxide poisonings. [1]

Carbon monoxide reduces the ability of blood to deliver oxygen to the cardiovascular and nervous system. Long-term exposure can cause brain damage due to the lack of oxygen reaching the brain. The symptoms of carbon monoxide exposure are varied and include dizziness, nausea, fatigue, and decreased muscular control. [2]

- Back to Incomplete Combustion

COMBUSTION

- Particulate Matter
- Hydrogen Chloride
- Nitrogen Oxides
- Sulfur Dioxide
- Dioxins
- Top of Page
- Main Page

Particulate Matter

Dust, soot, ash, and unburned particles from the cremation container

and remains make up the particulate matter that results from cremation. Some of these particles are consumed during afterburning but some will escape into the atmosphere through the stack. [1]

Particles greater than 10 micrometers will be caught in the nasal passages when inhaled so it is the particles that are less than 10 micrometers that are most dangerous to human health. Between 10 and 1 micrometer particles will be caught in the trachea while those less than 1 micrometer will travel into the lungs and bronchial tubes of those who inhale these particles.

The affects of short-term exposure are lung irritation and lung constriction, which can cause shortness of breath and cough. Those with asthma and the elderly are most affected by this condition. Hazardous materials, like lead and cadmium, on these particles may dissolve once in the lungs and can damage cells. [3]

● Back to Combustion

Hydrogen Chloride

Hydrogen chloride is produced when plastics containing chlorine are combusted. These plastics may be prosthetics that cannot feasibly be removed before cremation. It is estimated that for each pound of chlorinated plastic in the cremation process 0.55 pounds of gaseous hydrogen chloride is emitted in the exhaust. [1]

Results from inhalation of hydrogen chloride include irritation of the

lungs, which can result in cough, and shortness of breath. Higher exposure can cause fluid to build up in the lungs resulting in severe shortness of breath. Hydrogen Chloride is also corrosive and thus can cause severe irritation to eyes as well as burns that may cause permanent eye damage. [4]

• Back to Combustion

Nitrogen Oxides (NOx)

Nitrogen oxides are a common result of combustion in the presence of nitrogen. NOx is formed in the cremation process because it takes place in the atmosphere, which contains nitrogen. Another source of nitrogen is the body itself, which contains nitrogen as the fourth most abundant element. [1,5]

Environmental affects of nitrogen oxides include its involvement with the formation of smog and acid rain. Acid rain can case damage to trees, lakes and other property. Health affects of nitrogen oxides are respiratory illnesses and lung disease that result from inhalation of nitrogen oxides. [2]

• Back to Combustion

Sulfur Dioxides (SO_2)

Sulfur Oxides form as a result of the gas used and the sulfur that is present in the container and the remains. Sulfur is the eighth most

abundant element in the human body. [1,5]

As with nitrogen oxides, sulfur dioxide is an ingredient in acid rain and this can cause environmental damage. Sulfur dioxide can cause breathing problems and permanent damage to lungs at high concentrations. [2]

• Back to Combustion

Dioxins

Dioxins are formed during the combustion process when chlorinated products such as plastic are burned. These plastics may be present as prosthetics or as part of the container. The body also contains a percentage of chlorine and thus cremation produces dioxin. Dioxins are created on particles of soot that enable the hazardous chemical to travel from the incineration site. These particles will eventually settle out onto land. Contaminated grass enables the dioxin to enter the food chain and it will ultimately be consumed by humans and stored in body fat. [1,6]

The average level of dioxin in the human body is suspected to affect the immune system while higher than average concentrations have more adverse affects. Damages to the liver, kidney and digestive tract are affects of dioxin-like compounds. Cancer, miscarriage, and birth defects are also possible at higher than average concentrations. [7]

• Back to Combustion

METALS

- Lead and Cadmium
- Mercury
- Top of Page
- Main Page

Lead and Cadmium

Lead and Cadmium are present in the human body and may be present in the container that is used for cremation. During the cremation processes soot may become contaminated with these metals and be carried out of the chamber. Lead is the nineteenth most prominent element in the human body at an average of 0.12g. Cadmium is twenty-second on a list of the most prominent elements in the human body at an average of 50mg. [1, 5]

Lead poisoning is a familiar hazard of lead. Elevated levels of lead can cause nervous system damage, brain damage, and even affect blood chemistry. The adverse affects of cadmium are less familiar and include nausea, convulsions, and vomiting after short-term exposure to cadmium. Long-term exposure to cadmium can cause kidney, liver, and bone damage. [2, 8]

- Back to Metals

Mercury

As with cadmium and lead, mercury enters the process because it is present in the body being cremated. Though it is only the thirty-sixth

most abundant element in the body at 6mg for the average body, there is another source of mercury that is the cause of serious concern. Fillings made with dental amalgam contain more than 0.5 grams of mercury. Mercury will leak from these fillings because of mercury's low vapor pressure and add to the mercury levels already present in the body. The intense temperatures of cremation cause the mercury present in the fillings to volatize and added to the mercury present in the body there can be a relatively large amount of mercury released. Studies have found as much as 200 micrograms per cubic meter of mercury during the cremation process of a body with dental amalgam fillings. [9]

The hazards of mercury are severe even in small doses. Once present in the body mercury immediately and continually affects the function of the kidneys and can affect the central nervous system. Loss of balance, prevalence of antibiotic resistant intestinal bacteria, and risk of low fertility are other health effects of mercury. [9,10]

- Back to Metals
- Top of Page
- Main Page

1. "Regulated pollutants from crematories." Industrial Equipment & Engineering Co. 2000. <http://www.ieeco.com/enviro2.htm>

2. "Air Resource Division Pollutants." New Hampshire Department of Environmental Pollutants. <http://www.des.state.nh.us/ard/polut.htm>

3. "Particulate Matter." Wisconsin Department of Natural Resources. 1 June 1998. <http://www.dnr.state.wi.us/org/aw/air/HEALTH/pm10.htm>

4. "Right to Know Hazardous Substances Fact Sheets." New Jersey Department of Health and Senior Services. June 2001. <http://www.state.nj.us/health/eoh/rtkweb/rtkhsfs.htm#H>

5. Uthman, Ed "Elemental Composition of the Human Body." 14 Feb. 2000. <http://www.neosoft.com/~uthman/elements_of_body.html>

6. "Chlorine, pollution and the environment." The Women's Environmental Network. June 1994. <http://www.mcsspotlight.org/media/reports/wenchlorine.html>

7. "Copy of: Our community need help on Cremation and Embalmment studies." 17 Sept. 1999. <http://lists.essential.org/dioxin-1/msg01014.html>

8. "Consumer Fact Sheet on: Cadmium." Environmental Protection Agency. 9 Mar. 2001. <http://www.epa.gov/safewater/dwh/c-ioc/cadmium.html>

9. "Environmental Effect of Dental Amalgam." Florida League of Conservation Voters Education Fund. <http://www.floridalcv.org/FLCVEdFund/environmental_effect_of_dental_a.htm>

10. "The Dental Amalgam Issue." DAMS inc. Oct. 2001. <http://www.amalgam.org/>

CREMATION LEGISLATION

The *Cemeteries Act* and the related regulations govern the operation of crematories. Funeral services businesses and their employees who deal with crematories are affected by parts of that legislation.

Authorization to cremate

The general regulations under both the *Funeral Services Act and* the *Cemeteries Act* require written authorization before the owner of a crematory can cremate a dead human body. The wording of these regulations is in the "Embalming and Cremation" section of this Guide.

Contract requirements – cremation container

Included in the requirements of a cremation contract is the cost and description of the cremation container to be used.

Cremation container specifications

Under section 5(1) the *Cemeteries Act Cremation Regulation*, the Director is empowered to specify the standards for acceptable cremation containers. Under authority delegated to it by the Director, AFSRB has prescribed the following standards:

A "cremation container" is defined as the container in which human remains are transported to the crematory and placed in the cremation chamber for cremation. A cremation container should meet substantially all of the following standards

- be composed of readily combustible materials suitable for cremation
- be able to provide a complete covering for the human remains
- be resistant to leakage or spillage
- be rigid enough for handling with ease, and
- be able to provide protection for the health, safety and personal integrity of crematory personnel.

Section 5(2) of the *Cemeteries Act Crematory Regulation* specifies that the owner of a crematory shall, before entering into a crematory services contract with a purchaser, inform the purchaser of the cremation container standards prescribed by the Director.

Burial permit or other authorizations

Section 5 the *Cemeteries Act Crematory Regulation* specifies that the owner of a crematory shall not accept a dead human body for cremation unless the person seeking cremation files with the owner

- the prescribed copy of the burial permit issued under the *Vital Statistics Act,*
- a certificate issued under the *Fatalities Inquiries Act* stating that a medical examiner has examined the medical certificates of death of the deceased, and
- any other authorization required under an enactment.

Back up

Christine Kenzie

From: Webmaster@parklandfuneralhome.com

Sent: December 28, 2005 5:03 PM

To: editorial@reddeeradvocate.com; rdtv@globaltv.ca; newscrew@globaltv.ca; onair@1067thedrive.fm; express@reddeer.greatwest.ca; cfrnnewsassignment@ctv.ca; onair@big105.fm; Cindy Jefferies; Bev Hughes; Frank Wong; Jeffrey Dawson; Lorna Watkinson-Zimmer; Tara Veer; Morris Flewwelling; Lynne Mulder; LASMailbox; Larry Pimm

Subject: Ron Salvatore Presentation

December 28, 2005

Mr. Kelly Kloss
Legislative and Administrative Services
City Of Red Deer

And

News Media

We have asked Ron Salvatore of Matthews International to make himself available for a presentation on our retort, cremation equipment and operation. I would like to extend an invitation to news media, city administration and staff, his worship Mayor Flewelling and city council to attend this presentation. Mr. Salvatore has a wealth of knowledge and experience. He is very capable of answering any questions individual councillors , city staff members and media personnel may have regarding cremation processes.

The presentation has been booked with Mr. Salvatore for 3:00 p.m., Tuesday, January 10, 2006 at the Parkland Funeral Home and Crematorium, 6287 – 67A Street, Red Deer we earnestly request that the city encourage elected officials and staff to attend this informative presentation.

Very truly yours,

PARKLAND FUNERAL HOME AND CREMATORIUM

Mitch Thomson

Mitch Thomson
Managing Funeral Director
Parkland Funeral Home and Crematorium
6287 - 67 A Street, Red Deer, AB T4P 3V9
403 340 4040
Mitch Cell Phone 357 8915

[This message has been scanned for security content threats, including computer viruses.]

Christine Kenzie

From: Kelly Kloss
Sent: December 29, 2005 11:19 AM
To: LASMailbox
Subject: RE: Ron Salvatore Presentation

Yes

-----Original Message-----
From: "LASMailbox"<LAS@reddeer.ca>
Sent: 29/12/2005 8:51:01 AM
To: "Kelly Kloss"<Kelly.Kloss@reddeer.ca>
Cc:
Subject: FW: Ron Salvatore Presentation

Hi Kelly. Should I just forward this to council and administration?

-----Original Message-----
From: Webmaster@parklandfuneralhome.com [mailto:Webmaster@parklandfuneralhome.com]
Sent: December 28, 2005 5:03 PM
To: editorial@reddeeradvocate.com; rdtv@globaltv.ca; newscrew@globaltv.ca; onair@1067thedrive.fm; express@reddeer.greatwest.ca; cfrnnewsassignment@ctv.ca; onair@big105.fm; Cindy Jefferies; Bev Hughes; Frank Wong; Jeffrey Dawson; Lorna Watkinson-Zimmer; Tara Veer; Morris Flewwelling; Lynne Mulder; LASMailbox; Larry Pimm
Subject: Ron Salvatore Presentation

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Very truly yours,

PARKLAND FUNERAL HOME AND CREMATORIUM

Mitch Thomson

Managing Funeral Director

Parkland Funeral Home and Crematorium

6287 - 67 A Street, Red Deer, AB T4P 3V9

403 340 4040

Mitch Cell Phone 357 8915

[This message has been scanned for security content threats, including computer viruses.]

FUNERAL HOMES & CREMATORIUMS
LUB 3156/H-2005

DESCRIPTION: Distinction between a crematorium and a funeral home, the use of retorts within funeral homes and the land use districts in which these activities may be listed as permitted or discretionary uses.

FIRST READING: December 5, 2005

FIRST PUBLICATION: December 30, 2005

SECOND PUBLICATION: January 6, 2006

PUBLIC HEARING & SECOND READING: January 16, 2006

THIRD READING: January 16, 2006

LETTERS REQUIRED TO PROPERTY OWNERS: YES ❑ NO ☑

DEPOSIT? YES ❑ $ _____ NO ❑ BY: City

ACTUAL COST OF ADVERTISING:

$ 149.60 X 2 TOTAL: $ 299.20

MAP PREPARATION: $ _____

TOTAL COST: $ 299.20

LESS DEPOSIT RECEIVED: $ _____

AMOUNT OWING/ (REFUND): $ _____

INVOICE NO.: —

(Account No. 180.5901)

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

December 28, 2005

«Prime_Owner_Name»
«Owner_Address_1»
«Owner_Address_2»

Dear Sir/Madam:

Re: Funeral Homes & Crematoriums
Land Use Bylaw Amendment 3156/H-2005

Red Deer City Council is considering a change to the Land Use Bylaw that controls the use and development of land and buildings in the city. City Council proposes to pass **Land Use Bylaw Amendment 3156/H-2005,** which provides a distinction between a crematorium and a funeral home, the use of retorts within funeral homes and the land use districts in which these activities may be listed as permitted or discretionary uses. The proposed bylaw may be inspected by the public at Legislative & Administrative Services, 2nd Floor of City Hall during regular office hours, or for more details contact the city planners at Parkland Community Planning Services at 343-3394.

City Council will hear from any person claiming to be affected by the proposed bylaw at a Public Hearing on **Monday, January 16, 2006** at 7:00 p.m. in Council Chambers, 2nd floor of City Hall. If you want your letter or petition included on the Council agenda you must submit it to our office by **Tuesday, January 10, 2006.** Otherwise, you may submit your letter or petition at the Council meeting or you can simply tell Council your views at the Public Hearing. Any submission will be public information. If you have any questions regarding the use of this information, please contact Legislative & Administrative Services at 342-8132.

Yours truly,

Kelly Kloss
Manager, Legislative & Administrative Services

/te

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

Prime Owner Name	Owner Address 1	Owner Address 2
RED DEER FUNERAL HOME	6150 - 67 STREET	RED DEER, AB T4P 3M1
PARKLAND FUNERAL HOME	6827 - 67A STREET	RED DEER, AB T4P 3V9
EVENTIDE FUNERAL CHAPELS LTD.	4820 - 45 STREET	RED DEER, AB T4N 1K5
PERSONAL ALTERNATIVES FUNERAL SERVICE	7016 FARRELL RD SE	CALGARY, AB T2H 0T2
CENTRAL ALBERTA CREMATORIUM LTD.	6120 HWY 2A	LACOMBE, AB T4L 2G5

THE CITY OF Red Deer

Council Decision – December 5, 2005

Legislative & Administrative Services

DATE: **December 6, 2005**

TO: **Martin Kvapil, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/H-2005**
Funeral Homes and Crematoriums

Reference Report:
Parkland Community Planning Services, dated November 28, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/H-2005 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes
A Public Hearing will be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Comments/Further Action:
Land Use Bylaw Amendment 3156/H-2005 provides a distinction between a crematorium and a funeral home, the use of retorts within funeral homes and the land use districts in which these activities may be listed as permitted or discretionary uses. This office will now proceed with the advertising for a Public Hearing. The City will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager
/attach.
/chk

c Director of Development Services
Inspections & Licensing Manager
Land & Economic Development Manager
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3156/H-2005

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, IN THE PROVINCE OF ALBERTA, ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended as follows:

1 By deleting from Section 2, the definition "Crematorium" in its entirety and replacing with the following:

"**Crematorium**" means an establishment the only business of which is to conduct cremations and may not conduct the business of a Funeral Home as defined in this bylaw"

2 By adding to Section 2 the following new definition:

"**Cremation**" means the reduction of the human body to ashes by heat."

3 By adding to Section 2 the following new definition:

"**Funeral Home**" means an establishment which must provide for the arrangement of funerals, the holding of funeral services, the preparation of the dead for burial or cremation."

4 By amending the definition of "Commercial Service Facility" by removing therefrom the words "Funeral Home".

5 By adding the words "Funeral Home" as a discretionary use in Districts C1, C1A and C4.

6 By adding the word "Crematorium" as a discretionary use in District I1.

7 By adding the following section:

68.1 **Cremation**

The use of a crematorium, retort or cremation chamber must not result in any noise, odor, smoke or other nuisance which emanates beyond the boundaries of the premises on which the use takes place.

8 In all other respects, Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this	5th	day of	December	2005
READ A SECOND TIME IN OPEN COUNCIL this		day of		2005
READ A THIRD TIME IN OPEN COUNCIL this		day of		2005
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of		2005

MAYOR

CITY CLERK

KLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: September 2, 2005

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Martin Kvapil, Planning Assistant

RE: **Land Use Bylaw Amendment No. 3156/H-2005**
Funeral Homes and Crematoriums

Introduction

Presently, the City's Land Use Bylaw (LUB) does not fully address crematoriums and funeral homes within Red Deer. In particular, the LUB does not address the issue of retorts or cremator units within funeral homes. As well, the LUB does not define what constitutes a funeral home or a cremation facility. City Administration wishes to address and clarify these issues. This proposed amendment would make clear 1) the distinction between a crematorium and a funeral home, 2) the use of retorts within funeral homes, and 3) the LUB districts in which these activities may be listed as permitted or discretionary uses.

The City's LUB does not contain a definition for funeral homes. Funeral homes are currently accommodated within the "Commercial Service Facility" definition. As a commercial service facility, a funeral home (without a retort) may be accommodated within the C1, C1A, C2 and C4 Districts. The LUB does contain a definition for crematoriums, as follows:

> ***"crematorium"*** *means an establishment with one or more cremation chambers used only for the reduction of the human body to ashes by heat and where funeral services will not be permitted to be conducted.*

Parkland Community Planning Services (PCPS) has investigated the development impacts of crematoriums within existing funeral homes in order to determine compatibility with adjacent land uses. Crematoriums within Calgary and Rocky Mountain House were studied.

Land Use Bylaws in Other Municipalities

The City of Calgary Land Use Bylaw defines funeral homes and crematoriums as follows:

> ***"crematorium"*** *means an establishment with one or more cremation chambers used for the reduction of the human body by heat and the keeping of human bodies other than in cemeteries, related funeral services to include the preparation of the dead, arranging and direction of funerals, and may include mausoleums and columbariums;*

> ***"funeral home"*** *means an establishment for the arrangement of funerals, the preparation of the dead for burial or cremation, the holding of funeral services and the carrying out of cremations, where not more than one cremation chamber is provided.*

The Town of Rocky of Mountain House Land Use Bylaw defines the same terms as:

> ***"crematorium"*** *means an establishment with one or more cremation chambers used only for the reduction of the human body to ashes by heat and where funeral services will not be permitted to be conducted;*
>
> ***"funeral home"*** *means a business establishment where the bodies of the dead are prepared for burial or cremation, and where funeral services can be held.*

Calgary's land use bylaw allows for funeral homes (with one [1] retort unit/cremation chamber) as a discretionary use within the C2 and C3 districts, which provide for a wide variety of moderate to high intensity retail commercial and personal service uses. As permitted uses, crematoriums are allowed within the I1 and I2 districts, which provide for business parks and general light industrial uses that would not adversely affect surrounding non-industrial uses. Calgary further allows for crematoriums as a discretionary use within its (Agricultural and Open Space) District and PE (Public Park, School and Recreation) District in conjunction with a cemetery use. All of the cremation operations within Calgary are accommodated within commercial districts, with the exception of one within an industrial area.

Within Rocky Mountain House's land use bylaw, funeral homes are discretionary within the R-2 residential district. Rocky Mountain House has one funeral home with a cremation unit within this district. This district provides for medium density residential development with a mixture of housing types and complementary uses.

Issues & Concerns

Primary concerns with the operation of cremation facilities are the possible emissions of odour and smoke.

Visible emission, such as smoke, is particle matter which has traveled through the cremation equipment and afterburning unit without being completely consumed. Based on the cremations observed, the particle matter was contained within the equipment, as no smoke was evident outside the operations.

During the observed cremations, no odours associated with the operations were evident from the outside of the businesses. A gaseous odour was evident inside the Rocky Mountain House retort unit, however, only during a cremation while the door of the chamber was opened. The odour is similar to that of a large commercial oven or kiln being ignited, or any other similar machinery fueled by natural gas.

The observed Calgary crematorium, Leyden's Funeral Home, performs a process different to that of the funeral home in Rocky Mountain House, in that the chamber door is not required to be opened during a cremation process. At a specific time during the process, the chamber door may be opened in order to perform "raking". Raking is done in order to agitate and rearrange large cremains, which allows for a quicker cremation; however, frequent opening of the door will result in additional operating stress on the cremation unit. As well, any opening of the chamber

door allows for the opportunity of excess oxygen to enter the chamber and, as a result, the possibility for evidence of exterior smoke.

The operators of both observed cremation facilities stressed the importance of equipment maintenance and staff certification, to perform the cremation procedure, in order to achieve an environmentally-safe process.

No other planning impacts, such as noise, traffic or parking issues, are generally observed in association with cremation operations.

Consultation

Planning and development staff from both of the studied municipalities were consulted in order to gather background information and any concerns of existing or proposed cremation facilities and as well to collect any further requirements that the municipalities may have of an applicant. Furthermore, residents and business owners adjacent to the observed cremation facilities were consulted in order to determine any concerns. Neither municipal staff, adjacent residents nor commercial tenants expressed any nuisance-related concerns regarding the subject funeral homes.

As part of the consultation process, the intent of the draft land use bylaw amendment was referred to the four prominent funeral service businesses in Red Deer. As well, a referral was mailed to adjacent residences where these funeral home businesses are located within commercial districts. No comments were received from residential landowners. Comments were received from all of the referred business operators. All of the listed businesses are contained within commercial land use districts, with the exception of one, which is located within the R-3 Residential (Multiple Family) District (approved as a discretionary use under a prior land use bylaw).

One funeral home opposed the intent of allowing for cremation operations within commercial districts for the reason that most commercial districts are adjacent to residential uses. A second operator opposed the intent of the draft bylaw amendment based on non-land use factors, citing unfair business disadvantages as the reason of opposition. The third response supported the intent of the draft bylaw in order to allow funeral homes the opportunity to cater to the market demands of cremation services. The final response indicated an objection to businesses identifying themselves as containing a crematorium, when in fact cremation services are provided off-site. It was indicated that this type of identification/signage may be misleading to clients who assume that any deceased will remain on-site at all times.

Presently, all of the referred businesses utilize cremation services outside the city of Red Deer.

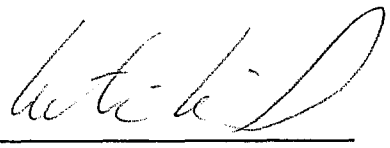
Planning Analysis

As detailed in this report, Planning staff conducted extensive research into the operations and impacts of crematoriums. Based upon the research of 1) the planning practices of other municipalities, such as Calgary and Rocky Mountain House, 2) the industry's ability to manage any environmental impacts associated with the operating procedures, 3) the absence of other planning impacts, it can be demonstrated that there are opportunities to successfully allow crematoriums within the city without negative impacts. Furthermore, consultation with adjacent residents and business owners near funeral homes allowing cremations has identified no concerns with operations of crematoriums on adjacent sites.

Based upon these findings, it appears that funeral homes with cremation facilities can be located within commercial or business districts without adverse impacts on the surrounding land uses. Therefore, PCPS is proposing that cremation facilities be allowed to be considered as a land use within the City of Red Deer Land Use Bylaw. It is recommended that funeral homes be listed as a discretionary use within the downtown/city centre commercial (C1, C1A) and major arterial commercial (C4) districts and crematoriums be listed as a discretionary use within the I1 Industrial (Business Service) District. As mentioned, the staff of funeral homes stress the importance of proper operational procedures. By listing cremation operations as discretionary uses, the development authority would have the opportunity to consider any proposed operation to ensure it is to be developed with equipment and facilities of appropriate efficiency.

Recommendation

Considering the above report, Parkland Community Planning Services recommends that City Council proceed with first reading of Land Use Bylaw Amendment No. 3156/H-2005.



Martin Kvapil
PLANNING ASSISTANT

FILE

THE CITY OF Red Deer

Legislative & Administrative Services

Council Decision – January 16, 2006

***CORRECTION MADE JANUARY 25, 2006**

DATE: **January 17, 2006**

TO: **Martin Kvapil, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/H-2005**
Funeral Homes and Crematoriums

Reference Report:
Parkland Community Planning Services, dated November 28, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/H-2005 was given second and third readings. A copy of the bylaw is attached.

Resolutions:

"*Resolved* that Council of the City of Red Deer hereby directs the Administration to prepare a Land Use Bylaw Amendment that would allow the operation of a crematorium within a cemetery."

"*Resolved* that Council of the City of Red Deer hereby directs the Administration to prepare a Land Use Bylaw Amendment that would include within the definition of a "Funeral Home" provisions to carry out cremations with the number of cremation ***chambers** being limited to one."

Report Back to Council: Yes

Comments/Further Action:

1) Land Use Bylaw Amendment 3156/H-2005 provides a distinction between a crematorium and a funeral home, the use of retorts within funeral homes and the land use districts in which these activities may be listed as permitted or discretionary uses. This office will amend the Land Use Bylaw and distribute copies in due course.

. . .2/

2) Please provide a report for Council as per the direction of the above noted resolutions.

Kelly Kloss
Manager

/chk
attchs.

c Director of Development Services
Inspections & Licensing Manager
City Solicitor

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Martin Kvapil, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/H-2005**
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Report Back to Council: Yes

Comments/Further Action:

1) Land Use Bylaw Amendment 3156/H-2005 provides a distinction between a crematorium and a funeral home, the use of retorts within funeral homes and the land use districts in which these activities may be listed as permitted or discretionary uses. This office will amend the Land Use Bylaw and distribute copies in due course.

. . .2/

2) Please provide a report for Council as per the direction of the above noted resolutions.

Kelly Kloss
Manager

/chk
attchs.

c Director of Development Services
Inspections & Licensing Manager
City Solicitor

BYLAW NO. 3156/H-2005

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, IN THE PROVINCE OF ALBERTA, ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended as follows:

1 By deleting from Section 2, the definition "Crematorium" in its entirety and replacing with the following:

"**Crematorium**" means an establishment the only business of which is to conduct cremations and may not conduct the business of a Funeral Home as defined in this bylaw"

2 By adding to Section 2 the following new definition:

"**Cremation**" means the reduction of the human body to ashes by heat."

3 By adding to Section 2 the following new definition:

"**Funeral Home**" means an establishment which must provide for the arrangement of funerals, the holding of funeral services, the preparation of the dead for burial or cremation."

4 By amending the definition of "Commercial Service Facility" by removing therefrom the words "Funeral Home".

5 By adding the words "Funeral Home" as a discretionary use in Districts C1, C1A and C4.

6 By adding the word "Crematorium" as a discretionary use in District I1.

7 By adding the following section:

68.1 **Cremation**

The use of a crematorium, retort or cremation chamber must not result in any noise, odor, smoke or other nuisance which emanates beyond the boundaries of the premises on which the use takes place.

8 In all other respects, Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this 5th day of December 2005

READ A SECOND TIME IN OPEN COUNCIL this 19th day of January 2006

READ A THIRD TIME IN OPEN COUNCIL this 19th day of January 2006

AND SIGNED BY THE MAYOR AND CITY CLERK this 19th day of January 2006

MAYOR

CITY CLERK

Red Deer

Legislative & Administrative Services

DATE: **January 10, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/HH-2005**
Rezoning of Lands Annexed from Red Deer County in 2004

History
At the Monday, December 19, 2005 Council Meeting, Council gave first reading to Land Use Bylaw Amendment 3156/HH-2005

Land Use Bylaw Amendment 3156/HH-2005 provides for the rezoning of lands annexed from Red Deer County in 2004. The lands will be rezoned from existing County of Red Deer Land Use bylaw zoning designations to A1 Future Urban Development, P1 Parks and Recreation and PS-Public Service (Institutional or Governmental) Districts in accordance with the City of Red Deer's Land Use bylaw zoning.

Public Consultation Process
A Public Hearing has been advertised for the above noted bylaw to be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Discussion
Due to a mapping error, a revised Map No. 30/2005 for Land Use Bylaw Amendment 3156/HH-2005 showing areas previously marked as AG-A now shown as AG-B is attached for Council's consideration. This error was identified prior to advertising.

An email was received from the President of Red Deer College indicating that Red Deer College was supportive of this Land Use Bylaw Amendment.

Recommendations
That following the Public Hearing, Council:

(a) Pass a resolution to substitute the revised Map No. 30/2005 for Land Use Bylaw Amendment 3156/HH-2005
(b) Consider second and third readings of the bylaw.

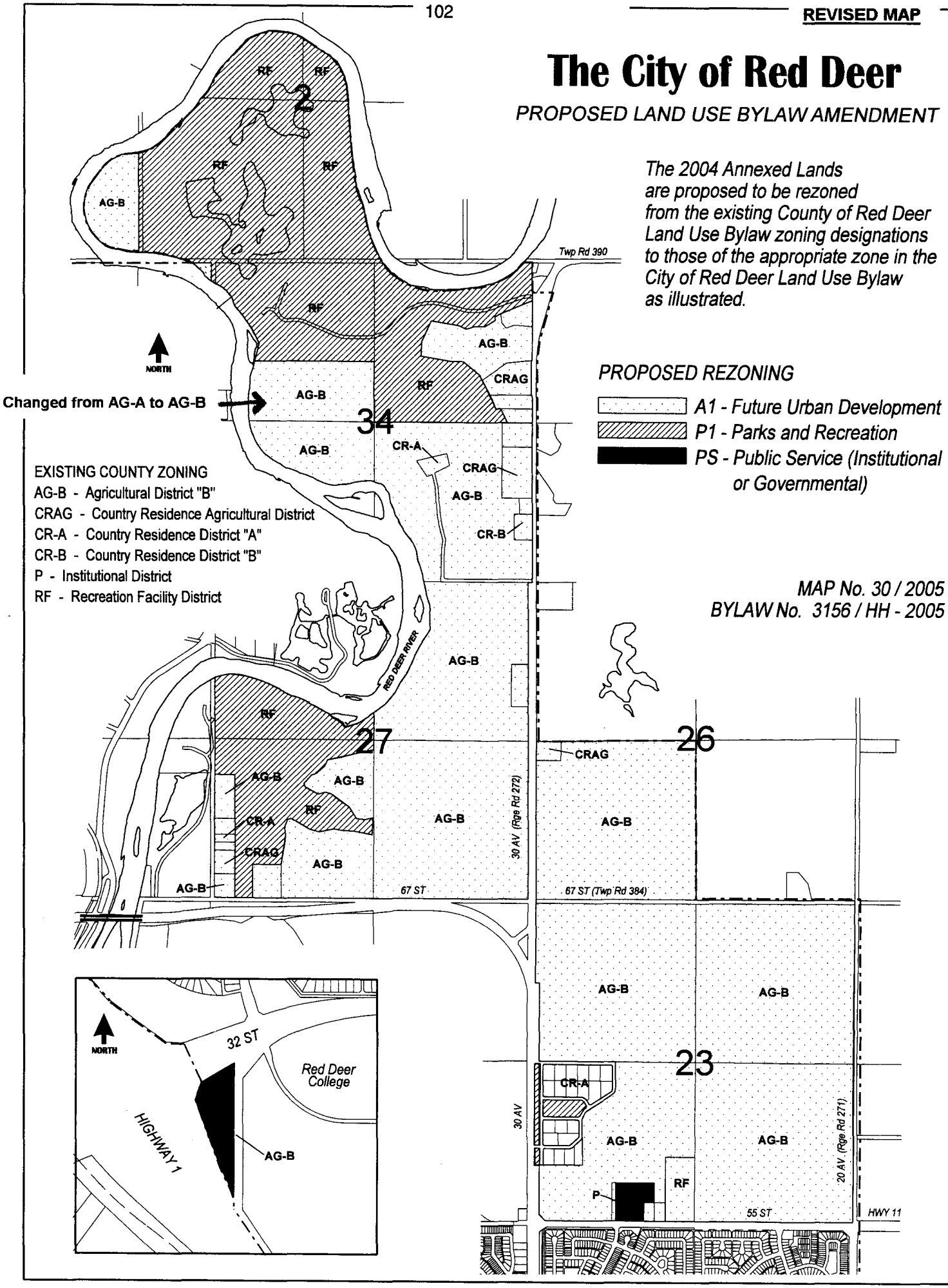
Kelly Kloss
Manager

REVISED MAP

The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

The 2004 Annexed Lands are proposed to be rezoned from the existing County of Red Deer Land Use Bylaw zoning designations to those of the appropriate zone in the City of Red Deer Land Use Bylaw as illustrated.



CHILES DEVELOPMENT CORPORATION LTD.
403C - 39015 Highway 2A
Red Deer County AB T4S 2A3

15 December 2005

Members of City Council
c/o Legislative and Administrative Services
City of Red Deer
Box 5008
Red Deer AB T4N 3T4

Attention: Kelly Kloss, Manager

Re: Dec. 19th First Reading -- Rezoning Pt SE 3-39-27-4 -- Newly Annexed City Lands

After considerable thought on this matter, we would ask that the portion of SE 3-39-27-4 (22 acres) in the newly annexed lands be rezoned to **P1** (not A1), **and that the City acknowledge the active development permit for the gravel pit on these lands, which permit was issued by Red Deer County -- D-042-98.** We recognize that, under normal circumstances, a gravel pit is neither a permitted nor a discretionary use under P1, however, annexation took place long after our gravel pit development permit was issued by the County.

An application was submitted to the City of Red Deer, October 19, 2005, for a development permit to construct a bridge and develop a 9-hole golf course on the 22-acre portion that now falls under the City's jurisdiction. But that development permit cannot be processed unless these lands are zoned to a City land use district.

It makes sense that these lands only be rezoned one time rather than to turn around right away and request rezoning again in order to facilitate our development permit application.

Yours truly,

CHILES DEVELOPMENT CORPORATION LTD.

Norman Chiles,
President

cc Martin Kvapil, Planner; Parkland Community Planning Services

PARKLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: January 9, 2005

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Martin Kvapil, Planning Assistant

RE: Land Use Bylaw Amendment No. 3156/HH-2005
Annexation Lands - 2004

Background

In January 2004, 851 hectares of land were annexed from Red Deer County into the City of Red Deer. Currently, City departments refer to the County's existing land use bylaw (LUB) requirements when considering development permit applications upon these lands. These lands require rezoning in order to be accommodated and considered within the City's Land Use Bylaw.

Further to the above bylaw amendment, a request had been received by Parkland Community Planning Services (PCPS) to rezone a portion of these lands to P1 Parks and Recreation District rather than A1 Future Urban Development as proposed. The landowner of SE ¼ 3-29-37-4, Chiles Development Corp. Ltd., intends to pursue development of a golf course upon these lands. The lands presently contain a resource extraction (gravel) operation. Within the East Hill Major Area Structure Plan, the lands are allocated for future open space/park use.

Proposed Amendment

Upon first reading, P1 Parks and Recreation District zoning was considered for the SE ¼ 3-39-27-4. The proposal was referred to City departments and Red Deer County. No objections were received at the date of this report.

The existing gravel operation received development permit approval under the current County AG-A District. Under the A1 District, as proposed by PCPS, the existing development would be able to continue as a discretionary use. Although the developer is wishing to pursue development of a golf course, discussions with the developer indicate that the present operation is not expected to cease within the foreseeable future, and therefore, any rezoning to the P1 district may be premature. By allowing the requested rezoning (P1), a non-conforming use is created. It is recommended that any rezoning to P1 be delayed until such time that redevelopment of the site is considered.

Staff Recommendation

Parkland Community Planning Services recommends that City Council not consider the above additional proposal to form part of Land Use Bylaw Amendment 3156/HH-2005.

Martin Kvapil
PLANNING ASSISTANT

LAND COMMUNITY PLANNING SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca

Report Submitted to the December 19, 2005 Council Meeting

DATE: December 9, 2005

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Martin Kvapil, Planning Assistant

RE: Land Use Bylaw Amendment No. 3156/HH-2005
Annexation Lands - 2004

Background

In January 2004, 851 hectares of land were annexed from Red Deer County into the City of Red Deer. Currently, City departments refer to the County's existing land use bylaw (LUB) requirements when considering development permit applications upon these lands. These lands require rezoning in order to be accommodated and considered within the City's Land Use Bylaw.

Proposed Amendment

In general, the proposed City land use bylaw districts attempt to reflect similar purposes and requirements of the existing County LUB districts. As some of the City and County districts are similar, lateral redesignations would be possible. For example, most of the County's AG-A Agricultural lands may be rezoned to the City's A1 Future Urban Development District. Similarly, the County's P Institutional lands may be rezoned to the City's PS Public Service District and the County's RF Recreation Facility lands may be rezoned to the City's P1 Parks and Recreation district.

A major difference between the two land use bylaws is that the County accommodates subdivision and development for and upon country residential parcels greater in size than that of typical urban subdivisions. Areas such as College Park, the MacKenzie subdivision area, and various country residential parcels are presently contained within CRAG Country Residential Agricultural, CR-A Country Residence, and CR-B Country Residence districts. These districts allow for rural residential parcels while allowing for some associated agricultural uses. Some of these residential lands could be accommodated within the City's A1 district, while some of the other residential lands would be more suited within a residential district more urban in nature. Upon successful redesignation as proposed, all existing parcels, with the exception of seven (7) A1 lots, would meet the minimum 1.2 ha (3.0 acre) site area requirement of Land Use Bylaw 3156/96 and all of the existing uses would conform with the proposed land use districts. These seven lots would be considered as legal non-conforming and would be permitted to continue as they exist at the time of passing of this bylaw.

Presently, the City's LUB does not include a land use district which would be appropriate to accommodate lots similar to those within College Park. Parkland Community Planning Services,

in conjunction with College Park residents, is currently in the process of preparing an area redevelopment plan for this area. As part of this process, appropriate subdivision and development standards will be determined and may included within a new land use district. Until such time, it is recommended that the current CR-A zoning upon these residential lots remain.

During the preparation of this bylaw amendment, application was received by Parkland Community Planning Services requesting that an existing AG-A Agricultural portion of land be considered for PS Public Service zoning. The applicant, Balmoral Bible Chapel, has recently purchased the lands adjacent to the north of their existing P Institutional lands. The Chapel would like to use these lands as an extension of their church operations.

The current Recreation Facility zoning for the existing driving range located on SW ¼ 23-38-27-4 is proposed to be changed to A1. It is anticipated that this area will be redeveloped in accordance with a future neighbourhood area structure plan for this area.

Staff Recommendation

Parkland Community Planning Services recommends that City Council proceed with first reading of Land Use Bylaw Amendment 3156/HH-2005.

Martin Kvapil
PLANNING ASSISTANT

Attachments

The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

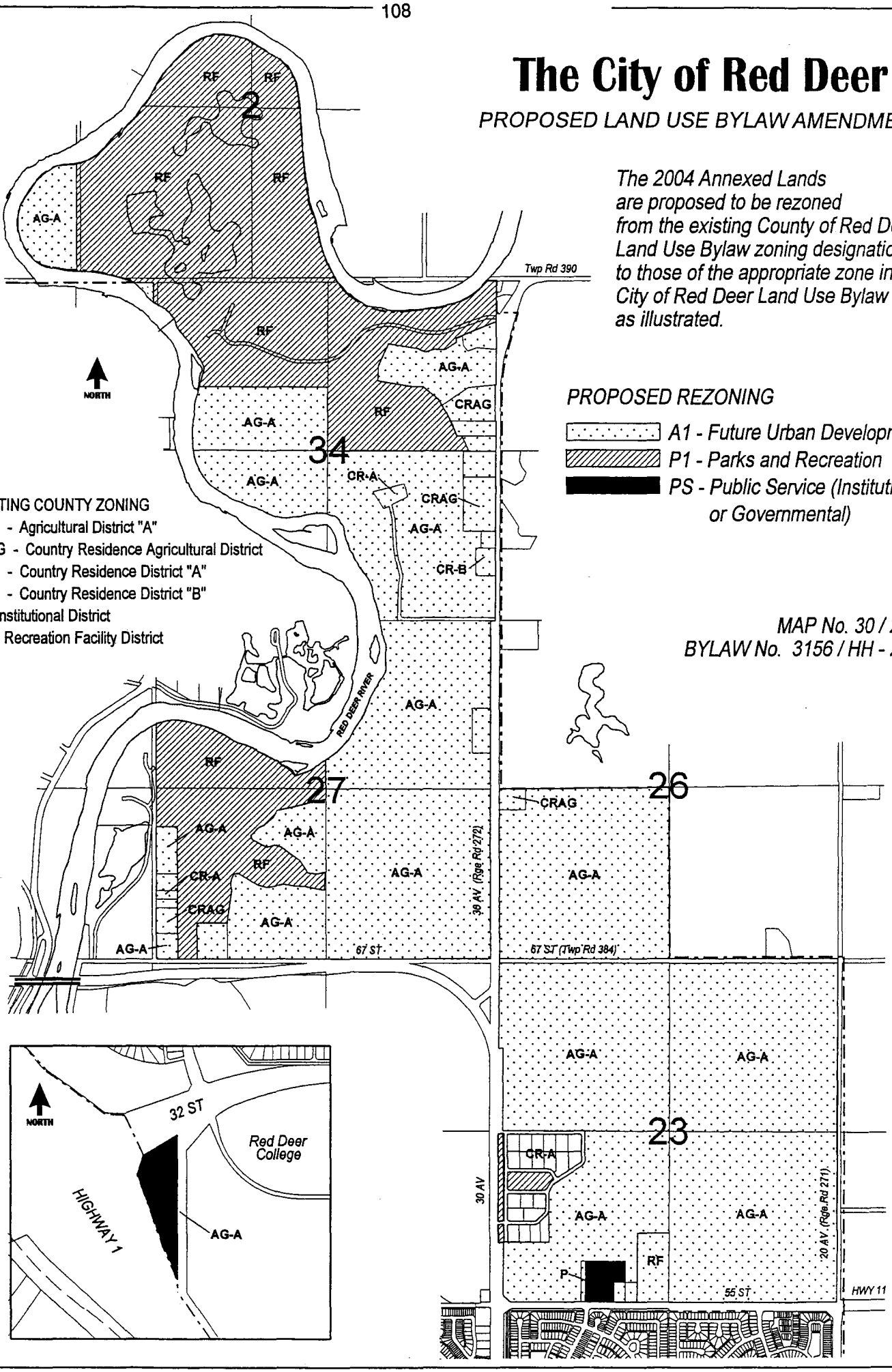
The 2004 Annexed Lands are proposed to be rezoned from the existing County of Red Deer Land Use Bylaw zoning designations to those of the appropriate zone in the City of Red Deer Land Use Bylaw as illustrated.

PROPOSED REZONING

- *A1 - Future Urban Development*
- *P1 - Parks and Recreation*
- *PS - Public Service (Institutional or Governmental)*

EXISTING COUNTY ZONING
AG-A - Agricultural District "A"
CRAG - Country Residence Agricultural District
CR-A - Country Residence District "A"
CR-B - Country Residence District "B"
P - Institutional District
RF - Recreation Facility District

MAP No. 30 / 2005
BYLAW No. 3156 / HH - 2005



THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Norman Chiles
Chiles Development Corporation Ltd.
403C, 39015 Highway 2A
Red Deer County, AB T4S 2A3

Dear Mr. Chiles:

Re: Land Use Bylaw Amendment 3156/HH-2005
Rezoning of Lands Annexed from Red Deer County in 2004
SE 3-39-27-4 (22 Acres)

Your letter dated December 15, 2005 regarding a request to rezone a portion of SE 3-39-27-4 (22 acres) to P1 Parks and Recreation and not A1 Future Urban Development was reviewed by Council at its January 16, 2006 Council Meeting.

Council agreed that any rezoning for the site to P1 be delayed until such time as redevelopment of the site in question is considered. The existing gravel operation would be able to continue as a discretionary use in the A1 District.

Please contact Mr. Martin Kvapil, at Parkland Community Planning Services, 343-3394 if you have any questions.

Sincerely,

Kelly Kloss
Manager

c Parkland Community Planning Services

Backup

Christine Kenzie

From: Don Simpson
Sent: December 20, 2005 5:48 PM
To: Christine Kenzie
Cc: Tony Lindhout; Paul Meyette
Subject: RE: Council Resolution re LUB Amendment - Portable Signs Bylaw 3156/OO-2005

Draft Resolution LUB Amendmen...

Hi Christine:

I have made one minor change to your wording, but will defer to Tony's comments.

In going over this bylaw amendment, I do have some thoughts on additional changes but will present those to Tony for consideration.

-----Original Message-----
From: Christine Kenzie
Sent: Tue 2005/12/20 8:54 AM
To: Tony Lindhout; Don Simpson
Subject: Council Resolution re LUB Amendment - Portable Signs Bylaw 3156/OO-2005

Please review the attached draft Council Resolution regarding the proposed amendment to LUB Amendment 3156/OO-2005 for Portable Sign Regulations. (as discussed by Council last night)

Let me know if the wording is OK.

Thanks.

<<Draft Resolution LUB Amendment 3156 OO 2005 Portable Signs.doc>>

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

THE CITY OF RED DEER
DRAFT RESOLUTIONS

Date: **December 19, 2005** **No. A p.**

Moved by Councillor Veer **Seconded by Councillor Dawson**

"***Resolved*** that Council of the City of Red Deer hereby agrees to amend Land Use Bylaw Amendment 3156/00-2005 by deleting Sections (5) (d) and (6) and substituting in their place the following new Sections (5) (d) and (6):

(5)

(d) the maximum length of a permit is 60 days. The maximum duration of display at one location for each portable sign shall be 60 days twice in a calendar year, provided, however, that no portable sign shall remain at one location for more than 60 consecutive days at a time. A site shall remain free of portable signs for a minimum of 60 consecutive days before a further permit for such site can be issued. No permit may be applied for more than 7 days in advance of the date of placement;

(6) Short Term Seasonal Activity Portable Signs:

On application the Inspections & Licensing Manage may, in his sole discretion, permit the placement of a portable sign for short term seasonal activities but in any event for a period not exceeding 60 days. The license fee for such permit shall be $25.00 and all other provisions relating to portable signs shall apply."

Christine Kenzie

From: Tony Lindhout
Sent: December 20, 2005 9:05 AM
To: Christine Kenzie
Subject: RE: Council Resolution re LUB Amendment - Portable Signs Bylaw 3156/OO-2005

Christine

Looks fine to me.

Tony Lindhout
City Planning Manager
Parkland Community Planning Services
#404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Ph: 403.343.3394
Fax: 403.346.1570
Email: tony.lindhout@pcps.ab.ca

-----Original Message-----
From: Christine Kenzie
Sent: December 20, 2005 8:54 AM
To: Tony Lindhout; Don Simpson
Subject: Council Resolution re LUB Amendment - Portable Signs Bylaw 3156/OO-2005

Please review the attached draft Council Resolution regarding the proposed amendment to LUB Amendment 3156/OO-2005 for Portable Sign Regulations. (as discussed by Council last night)

Let me know if the wording is OK.

Thanks.

<< File: Draft Resolution LUB Amendment 3156 OO 2005 Portable Signs.doc >>

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

Backup

Christine Kenzie

From: Kelly Kloss
Sent: January 11, 2006 11:19 AM
To: Christine Kenzie
Subject: FW: Land Use Bylaw Amendment 3156/HH-2005

For our backup file

-----Original Message-----
From: Ron Woodward [mailto:Ron.Woodward@rdc.ab.ca]
Sent: January 10, 2006 4:48 PM
To: Kelly Kloss
Cc: Doug Sharp; John Chapman
Subject: Re: Land Use Bylaw Amendment 3156/HH-2005

Good day Kelly. Further to our conversation and Red Deer College's review of this bylaw please be advised that we are supportive of the change as it affects the parcel of land adjacent to Highway 2 which is to be rezoned PS.

Thank you for the opportunity to comment.
Ron Woodward
President

[This message has been scanned for security content threats, including computer viruses.]

Backup

Christine Kenzie

From: Frieda McDougall
Sent: December 29, 2005 10:17 AM
To: Christine Kenzie
Subject: FW: Crematorium

-----Original Message-----
From: Vicki Swainson
Sent: December 29, 2005 10:10 AM
To: Frieda McDougall
Subject: Crematorium

Apparently, after the article in the paper, people are phoning in with their opinions on whether crematoriums should be allowed in Red Deer. Paul said these calls should be going to your department, however, I took the information on one. Robert Cornell of 1502 Vista Village is of the opinion that crematoriums SHOULD be allowed in the City.

2004 ANNEXED LANDS
LUB 3156/HH-2005

DESCRIPTION: Rezoning of lands annexed from Red Deer County in 2004.

FIRST READING: December 19, 2005

FIRST PUBLICATION: December 30, 2005

SECOND PUBLICATION: January 6, 2006

PUBLIC HEARING & SECOND READING: January 16, 2006

THIRD READING: ~~January 16, 2006~~

LETTERS REQUIRED TO PROPERTY OWNERS: YES ☑ NO ☐

DEPOSIT? YES ☐ $ _____ NO ☐ BY: City

ACTUAL COST OF ADVERTISING:

$ 372.52 X 2 TOTAL: $ 745.04

MAP PREPARATION: $ _____

TOTAL COST: $ 745.04

LESS DEPOSIT RECEIVED: $ _____

AMOUNT OWING/ (REFUND): $ _____

INVOICE NO.: —

(Account No. 180.5901)

Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

December 28, 2005

«Prime_Owner_Name»
«Owner_Address_1»
«Owner_Address_2»
«Owner_Address_3»
«Owner_Address_4»

Dear Sir/Madam:

Re: Land Use Bylaw Amendment 3156/HH-2005
2004 Annexed Lands

Council of the City of Red Deer is considering a change to the Land Use Bylaw that controls the use and development of land and buildings in the city. As a property owner in the area of proposed changes, you have an opportunity to ask questions about the intended use and to let Council know your views.

City Council proposes to pass **Land Use Bylaw Amendment 3156/HH-2005,** which provides for the rezoning of lands annexed from Red Deer County in 2004. Proposed rezoning is:

From Existing:
AG-A – Agricultural District "A"
CRAG – Country Residence Agricultural District
CR-A – Country Residence District "A"
CR-B – Country Residence District "B"
P – Institutional District
RF – Recreation Facility District

To:
A1 – Future Urban Development
P1 – Parks and Recreation
PS – Public Service (Institutional or Governmental)

The proposed bylaw may be inspected by the public at Legislative & Administrative Services, 2nd Floor of City Hall during regular office hours, or for more details contact the city planners at Parkland Community Planning Services at 343-3394.

City Council will hear from any person claiming to be affected by the proposed bylaw at a Public Hearing on **Monday, January 16, 2006,** at 7:00 p.m. in Council Chambers, 2nd floor of City Hall. If you want your letter or petition included on the Council agenda you must submit

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

it to our office by **Tuesday, January 10, 2006.** Otherwise, you may submit your letter or petition at the Council meeting or you can simply tell Council your views at the Public Hearing. Any submission will be public information. If you have any questions regarding the use of this information, please contact Legislative & Administrative Services at 342-8132.

Yours truly,

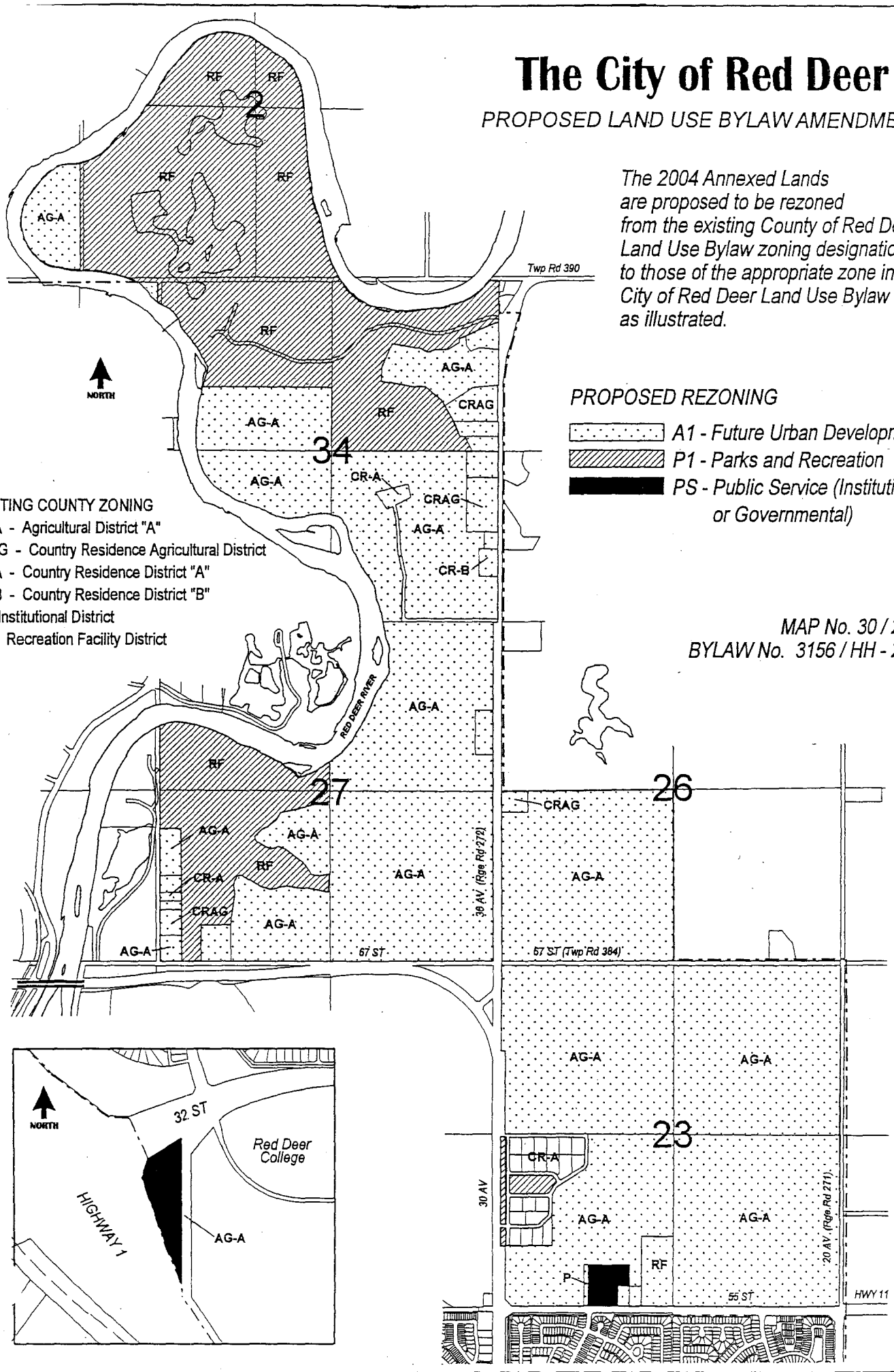
Kelly Kloss
Manager, Legislative & Administrative Services

/te
encl.

The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

The 2004 Annexed Lands are proposed to be rezoned from the existing County of Red Deer Land Use Bylaw zoning designations to those of the appropriate zone in the City of Red Deer Land Use Bylaw as illustrated.



PROPOSED REZONING

- *A1 - Future Urban Development*
- *P1 - Parks and Recreation*
- *PS - Public Service (Institutional or Governmental)*

EXISTING COUNTY ZONING

AG-A - Agricultural District "A"
CRAG - Country Residence Agricultural District
CR-A - Country Residence District "A"
CR-B - Country Residence District "B"
P - Institutional District
RF - Recreation Facility District

MAP No. 30 / 2005
BYLAW No. 3156 / HH - 2005

Prime Owner Name	Owner Address 1	Owner Address 2	Owner Address 3	Owner Address 4
1104275 ALBERTA LTD	BOX 735	RED DEER, AB T4N		
726511 ONTARIO LIMITED	C/O STEPHANIE ROBER	8 CHATSWORTH CRES	OTTAWA, ON K1V 9Z1	
733644 ALBERTA LTD	2079 50 AV	RED DEER, AB T4R 1Z4		
805660 ALBERTA LTD	34 CRYSTAL SHORES C	OKOTOKS, AB T1S 2B3		
ADA L ROBERTS	4404 46 AVE	RED DEER, AB T4N 3M8		
ADAM ERICKSON & LOUISE JONES-ERICKSO	38 ROBINSON CRES	RED DEER, AB T4P 3N9		
ALBINO ARTURO & LILIAN DINORA LEMUS	26-38317 RANGE RD 272	RED DEER COUNTY, AB T4E 1A6		
ALEX & EILEEN ARCHUTICK	207 71 COSGROVE CRE	RED DEER, AB T4P 2Z6		
ALLEN JOHN BARTHEL	9 38317 RANGE RD 272	RED DEER COUNTY, AB T4E 1A6		
ALLEN RALPH & LUCY ASSUNTA KUEHN	70 ROBINSON CRES	RED DEER, AB T4P 3N7		
ANDERS EAST DEVELOPMENTS LTD	900 10310 JASPER AVE	EDMONTON, AB T5J 1Y8		
ANDRE LEMUS	108-71 COSGROVE CRE	RED DEER, AB T4P 2Z6		
ANNETTE GLASS	28 RAMSEY CLOSE	RED DEER, AB T4P 3K1		
ARCHIE W & GRACE M LUUKKONEN	18 939 RAMAGE CRES	RED DEER, AB T4P 3Z9		
ARLENE HOLLINGSWORTH	108-91 COSGROVE CRE	RED DEER, AB T4P 2Z6		
AUBREY NOEL & RHONDA LEE BROWN	65 RUTLEDGE CRESCEN	RED DEER, AB T4P 3K2		
BAN TRAN & TU ANH HOANG	86 ROBINSON CRES	RED DEER, AB T4P 3N7		
BARBARA ANN HILLS	89 RUTLEDGE CRES	RED DEER, AB T4P 3K2		
BARRY & SHERRY DANILUK	20-38317 RANGE ROAD	RED DEER COUNTY, AB T4E 1A6		
BERNADINE FISKE	59 OYEN CRES	RED DEER, AB T4P 1T3		
BEVERLY GAIL & JOHN CHARLES GILLIS	RR 2 BOX 13 SITE 19	RED DEER, AB T4N		
BRANT KEITH GRANLUND	307 91 COSGROVE CRE	RED DEER, AB T4P 2Z6		
BRENT & LORETTA FUDGE	34 ROBINSON CRES	RED DEER, AB T4P 3N9		
BRIAN & MELBA VEER	RR 2 LCD 1	RED DEER, AB T4N		
BRIAN D & ELIZABETH KATHERINE MARIE UF	24 38317 RANGE ROAD	RED DEER COUNTY, AB T4E 1A6		
BRUCE & WENDY OLSON	8-38317 RANGE ROAD 2	RED DEER, AB T4E 1A6		
BRYCE & ROMY CHAPMAN	6740 40 AVE	RED DEER, AB T4N		
BYRON & MELINDA SETTERS	17-38317 RANGE ROAD	RED DEER, AB T4E 1A6		
CAROL JOYCE PAYNE	44 RAMSEY CLOSE	RED DEER, AB T4P 3K1		
CATHERINE TURNER	302 71 COSGROVE CRE	RED DEER, AB T4P 2Z6		
CHANTHAVANH & ORANONG CHANMINARAJ	28 RUSSELL CRESCENT	RED DEER, AB T4P 3C1		
CHERYL ANNE BEST	58 ROBINSON CRESCEN	RED DEER, AB T4P 3N9		
CHILES DEVELOPMENT CORPORATION LTD	403 39015 HWY 2A	RED DEER COUNTY,		
CLAUDETTE STETSKO	107 71 COSGROVE CRE	RED DEER, AB T4P 2Z6		
COLIN A M & LINDA M DYKES	26 RUSSELL CRES	RED DEER, AB T4P 3C1		
CONRAD ALEXANDER GRANDE & BRENDA	6705 40 AVE	RED DEER, AB T4N		

CONSTANCE J LAWRENCE & W DALE PIPKE	61 RALSTON CRES	RED DEER, AB T4P 3Y4
CORY L LONGMORE	18 38317 RANGE ROAD 2	RED DEER, AB T4E 1A6
CRAIG JONATHAN MACDONALD	308 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
DANIELSON'S CORPORATE CONSULTING INC	33 COLLEGE PARK	RED DEER, AB
DARLA HILDEBRANT	102 91 COSGROVE CRE	RED DEER, AB T4P 2Z6
DAVID G & LESLEY P PARFETT	29-38317 RANGE ROAD 2	RED DEER COUNTY, AB T4E 1A6
DAVID KENNETH BONIN	22 RUSSELL CR	RED DEER, AB T4P 3C1
DAVID PAUL & GAIL MARIE TAYLOR	63 RALSTON CRES	RED DEER, AB T4P 3Y4
DAVID WILLIAM & CHERYL LYNN MCMECHAN	12 RUSSELL CRESCENT	RED DEER, AB T4P 3C1
DEBORAH FAY HANSEN	60 CRAWFORD ST	RED DEER, AB T4P 2G5
DELBERT & ALANNA DUKES	44 RICHARDS CLOSE	RED DEER, AB T4P 3A7
DENISH & CELIA ABALOS	24 RUSSELL CRES	RED DEER, AB T4P 3C1
DENNIS & MARLEA S RAMOS	57 RALSTON CRES	RED DEER, AB T4P 3Y4
DEPARTMENT OF PUBLIC WORKS	ALTA HOUSING & PUBLI	MUN AFFAIRS RANDY T 15TH FLR 10155 102 EDMONTON, AB T5J
DERRICK WILLIAM RICHARDS & KIM MARIE S	101 RUTLEDGE CRES	RED DEER, AB T4P 3K2
DONALD & LANA STENHOUSE	32 RUSSELL CRES	RED DEER, AB T4P 3C1
DONALD A. & RUBY L. JOHNSON	PO BOX 25021 RPO	RED DEER, AB T4R
DONALD B. & JUDITH D. FALK	57 RUTLEDGE CRES	RED DEER, AB T4P 3K2
DONALD C & KELLY LUKENS	93 RUTLEDGE CRES	RED DEER, AB T4P 3K2
DONALD LEE & LAURIE MARIA PATTON	117 RUTLEDGE CRESCE	RED DEER, AB T4P 3K1
DONALD WALTER TOWNSEND	3 JARVIS BAY DR	SYLVAN LAKE, AB T4S 1R9
DONNA HOLLIDAY	307 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
DORIS KATHERINE NORTHEY	SITE 19 BOX 12 RR 2	RED DEER, AB T4N
DOUGLAS & KAREN ANDERSON	9 FIELDSTONE CRES	SPRUCE GROVE, AB T7X 3C1
DOUGLAS JAMES & PADDI LYNN	BOX 15 SITE 19 RR 2	RED DEER, AB T4N
THOMPSON	LCD 1	5E2
DUANE & GLENDA CLAERHOUT	19 38317 RANGE RD 272	RED DEER COUNTY, AB T4E 1A6
EDMOND & DEBORAH LA CROIX	3 DORAN CRES	RED DEER, AB T4R 2M7
EDNA M WARRINER	30 RUSSELL CRESCENT	RED DEER, AB T4P 3C1
EDWARD N. & LINDA A. SANDVIK	20 RUSSELL CRESCENT	RED DEER, AB T4P 3C1
EILEEN DOROTHY KENZLE	203 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
EILEEN FRANCHUK	40 RAMSEY CLOSE	RED DEER, AB T4P 3K1
ELIZABETH ALICE JEAN & ELWOOD ARDELL	19-939 RAMAGE CRES	RED DEER, AB T4P 3Z9
EMIL RANDY & FRANCES MARJORIE BOYKO	78 ROBINSON CRESCEN	RED DEER, AB T4P 3N7
EUGENE PAUL & LOIS MAY ANDERSEN	34 RUSSELL CRES	RED DEER, AB T4P 3C1
FELICE & LILJANA & RANDY LADIC	21 KENNINGS CR	RED DEER, AB T4P 3M8
FERNAND & ELAINE PITRE	14-939 RAMAGE CRES	RED DEER, AB T4P 3Z9

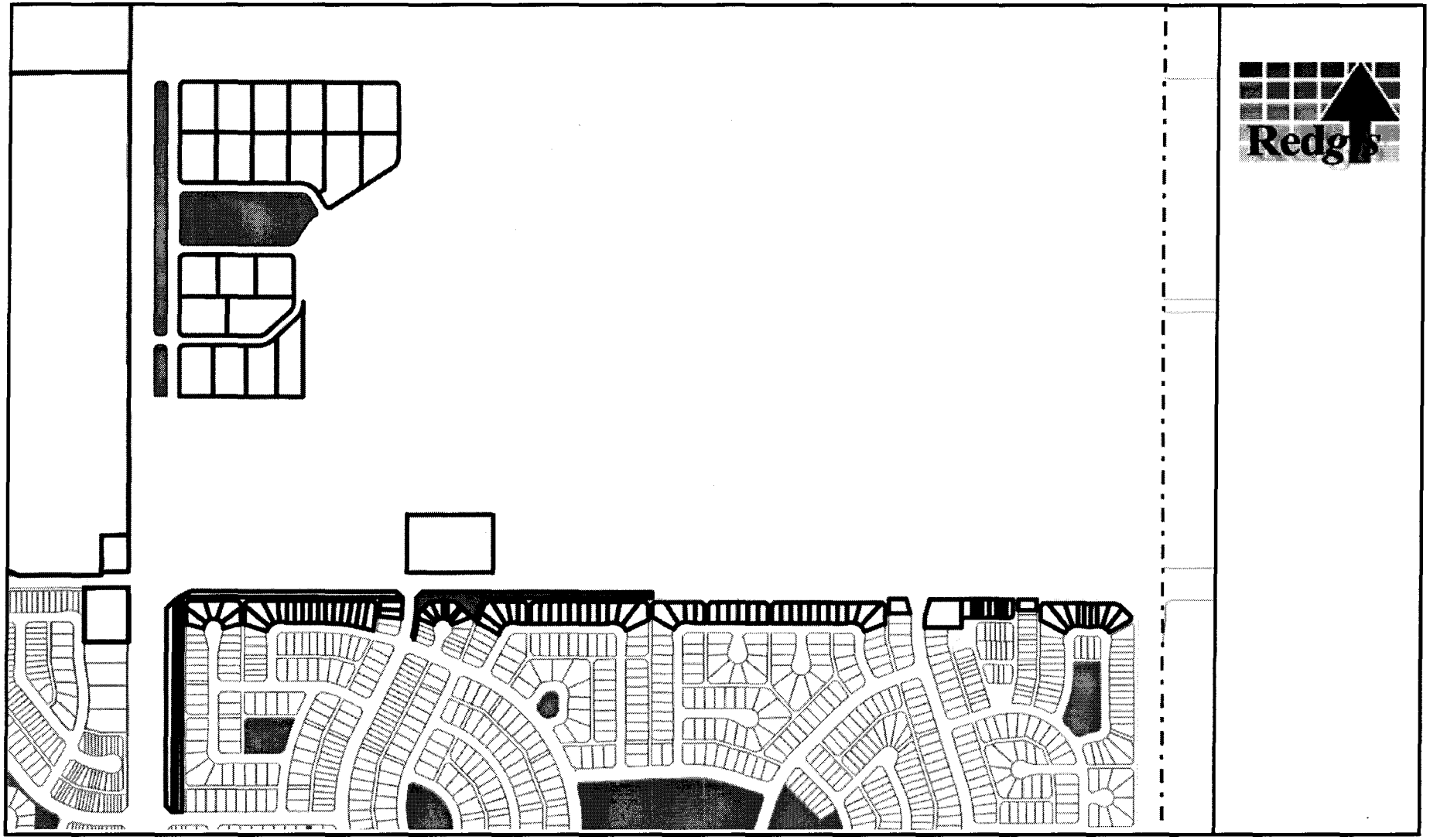
FRANK JUNIOR GILLINGHAM &	HOLLY O C GUENTHER	170 RUTHERFORD DRIV RED DEER, AB T4P 3C3
FRONT STEP MANAGEMENT LTD	6765 40 AVE	RED DEER, AB T4N
GARRY CHESTER NORTHEY	RR 2 SITE 19 BOX 11	RED DEER, AB T4N
GERARD MICHAEL & MARGUERITE	THERESE LEONARD	40 RICHARDS CLOSE RED DEER, AB T4P 3L2
GLORIA QUINN	303 91 COSGROVE CRE	RED DEER, AB T4P 2Z6
GORDON & ELIZABETH MCCULLOCH	66 ROBINSON CRES	RED DEER, AB T4P 3N7
GORDON NEIL & RUTH INGRID MACLEOD	15-939 RAMAGE CRES	RED DEER, AB T4P 3Z9
GRANT C & JULIE R GRIEVE	112 DOWLER ST	RED DEER, AB T4R 2J4
HAROLD ARTHUR & EVELYN B RUSSELL	31 38317 RANGE RD 272	RED DEER COUNTY, AB T4N 5E2
HARRY & CECILIA M POHL	6781 40 AVE	RED DEER, AB T4N
HEATHER J MACLEOD	302-91 COSGROVE CRE	RED DEER, AB T4P 2Z6
HEATHER PARSONS	16 939 RAMAGE CRES	RED DEER, AB T4P 3Z9
HEIDI D SMETHURST & TAMMIE L GINTER	3827 40 AVENUE	RED DEER, AB T4N 2W4
HELEN R ELEFSON	36 RAMSEY CLOSE	RED DEER, AB T4P 3K1
HER MAJESTY THE QUEEN IN RIGHT OF	6950 113 ST NW	EDMONTON, AB T6H
ALBERTA ETAL		5V7
HER MAJESTY THE QUEEN(ALBERTA)	C/O MINISTER OF PUBLI	SUPPLY & SERVICES 8215 112 ST NW, 20 EDMONTON, AB T6G
HERBERT WALTERS	14107 75 AVE NW	EDMONTON, AB T5R
J PAT SETTERS	906 RAMAGE CRESCEN	RED DEER, AB T4P 3X9
J STEVEN WASSON	50 ROBINSON CRES	RED DEER, AB T4P 3N9
JAMES A & GENEVIEVE A GLASS	36 RICHARDS CLOSE	RED DEER, AB T4P 3L2
JAMES PATRICK LUNDY	22 38317 RANGE RD 272	RED DEER COUNTY, AB T4E 1A6
JAMES R & ROXANNE M L CRIPPEN	81 RUTLEDGE CRES	RED DEER, AB T4P 3K2
JAN & ANITA G JENSEN	4 38317 RANGE RD 272	RED DEER COUNTY, AB T4E 1A6
JANET A DUKE	205 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
JEAN PERCY	104 91 COSGROVE CRE	RED DEER, AB T4P 2Z6
JEAN ROBERTS KNOPP	RR 2 SITE 19 BOX 4	RED DEER, AB T4N
JEFFERY ALLEN & HEATHER COLETTE STRC	113 RUTLEDGE CRES	RED DEER, AB T4P 3K1
JEFFREY J YANCH & ERIN L MACKIE	202 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
JO-ANNE E WALDERN	101 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
JOEL DOUGLAS NELSON	85 RUTLEDGE CRES	RED DEER, AB T4P 3K2
JOHN A & MONICA E HOPKINSON	94 ROBINSON CRESCEN	RED DEER, AB T4P 3N7
JOHN JOSEPH & HEATHER MARIE TOMS	48 RICHARDS CRES	RED DEER, AB T4P 3A7
JOHN WESLEY & SHIRLEY IRENE PETERSON	26 ROBINSON CRES	RED DEER, AB T4P 3N9
JOSE ALFREDO & ISABEL CARMEN CONSTAI	29 KENNINGS CRES	RED DEER, AB T4P 3M8
JOSEPH WADE & DONNA LORRAINE GALLAN	8 RUSSELL CRES	RED DEER, AB T4P 3C1

JOSIAS SERVAAS & MARIANNE BADENHORST	51 ARNOLD CLOSE	RED DEER, AB T4R 3H7
JULIO & CARMEN HERNANDEZ	59 RALSTON CRES	RED DEER, AB T4P 3Y4
KEN P & TERESA A JAEGER	18 ROBINSON CRES	RED DEER, AB T4P 3N9
KENNETH BLAKLEY	42 ROBINSON CRES	RED DEER, AB T4P 3N9
KENNETH D NOVOTNEY	103-71 COSGROVE CRE	RED DEER, AB T4P 2Z6
KENNETH GORDON & ANN THELMA MEERS	11-939 RAMAGE CRES	RED DEER, AB T4P 3Z9
KEVIN & ANN WASCHUK	6749 40 AV	RED DEER, AB T4N
KEVIN MICHAEL & MARJORIE	ROBIN PATRICIA CONN	4 REICHLEY ST RED DEER, AB T4P 3N9
KEVIN SNELL	306 91 COSGROVE CRE	RED DEER, AB T4P 2Z6
KIRK JAMES & JACLYN MARIE WALPER	27-38317 RANGE ROAD	RED DEER, AB T4E 1A6
KYLE & TRACY MCCLELLAND	32 RICHARDS CLOSE	RED DEER, AB T4P 3L2
LAUREN HEATHER LARRATT	304 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
LEE WERNER	97 RUTLEDGE CRES	RED DEER, AB T4P 3K2
LEON & NANCY GRAHAM	BOX 5 SITE 3 RR 2	SUNDRE, AB T0M 1X0
LEONARD & CAROL S WALTER	199 ACKERMAN CRES	RED DEER, AB T4R 3B8
LEOPOLDO V BENTIR	103 91 COSGROVE CRE	RED DEER, AB T4P 2Z6
LEWIS IAN YOUNGER	38317 RANGE ROAD 272	RED DEER COUNTY, AB T4E 1A6
LINDA E NEALE & RODDY V LIDBERG	69 RUTLEDGE CRES	RED DEER, AB T4P 3K2
LINDA LUCILLE HENRICKSON	12-939 RAMAGE CRES	RED DEER, AB T4P 3Z9
LOIS INGLIS	16-38317 RANGE ROAD	RED DEER, AB T4E 1A6
LOREE LARRATT	243 HEATH RD NW	EDMONTON, AB T6R
LORRAINE M BELISLE	13 939 RAMAGE CRES	RED DEER, AB T4P 3Z9
MARLENE GAIL MORRISROE	RR2	RED DEER, AB T4N
MARVIN A & ROSE MARIE MEIER	R R 2	RED DEER, AB T4N
MARY E & MARTHA ANNE KJORVEN	5-38317 RANGE ROAD 2	RED DEER, AB T4E 1A6
MICHAEL EVERETT & LENORA MAE STAPLE	22 ROBINSON CRES	RED DEER, AB T4P 3N9
MICHELLE SULLIVAN	6 RUSSELL CRESCENT	RED DEER, AB T4P 3C1
MORRIS J BLACK JR.	35 38317 RANGE RD 272	RED DEER COUNTY, AB T4E 1A6
MURIEL LEONA LEE	303, 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
NAKUL U & SEJAL N RANADE	30 ROBINSON CRES	RED DEER, AB T4P 3N9
NAL RESOURCES LIMITED	550 6 AVE SW SUITE	CALGARY, AB T2P
NATHEN & TANYA SNELSON	21 KENNINGS CRES	RED DEER, AB T4P 3M8
NORMAN PATRICK & ARLENE IVY COSTIGAN	15-38317 RANGE ROAD	RED DEER COUNTY, AB T4E 1A6
NORMAN SIDNEY & MARGARET ALICE THOMPSON	RR 2 SITE 19 BOX 14	RED DEER COUNTY, AB T4N 5E2

PATRICK HARPER	305 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
PAUL & MARLEE BENKE	SITE 19 BOX 19 RR 2	RED DEER, AB T4N
PETER & KATHY LACEY	RR 2 LCD 1	RED DEER, AB T4N
PETER & LILLIAN BENCHARSKY	48 RAMSEY CLOSE	RED DEER, AB T4P 3K1
PROPERTY TEAM INC	6725 40 AVE	RED DEER, AB T4N 3M4
RANDI HAWLEY	206 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
RANDY M & ROSEMARIE H VALLEE	37-38317 RANGE ROAD	RED DEER COUNTY, AB T4E 1A6
RED DEER COUNTY	38106 RGE RD 275	RED DEER COUNTY,
RICHARD & BRIDGETTE TAYLOR	C/O 106 91 COSGROVE (	RED DEER, AB T4P 2Z6
RICHARD & PATRICIA ROSS	46 ROBINSON CRESCEN	RED DEER, AB T4P 3N9
RITA HILL	11 BEECHMONT COURT	GLOUCESTER, ON K1B 4A9
RN HOLDINGS INC	1081 ISLAND VIEW DR	MANOTICK, ON K4M 1J8
ROBERT BRUCE & KARLA CHARLENE THOMI	54 ROBINSON CRES	RED DEER, AB T4P 3N9
ROBERT E & JEANETTE M NORTHEY	RR 2 SITE 19 BOX 16	RED DEER, AB T4N
ROBERT GEORGE MCCULLOCH	14 RUSSELL CRESCENT	RED DEER, AB T4P 3C1
ROGER BORDEN FISHER	BOX 305 STN POSTAL B	RED DEER, AB T4N 5E9
RONALD BRUCE & BETH LOUISE LAWSON	98 ROBINSON CRESCEN	RED DEER, AB T4P 3N7
RUTH PHYLLIS MARSH	105-91 COSGROVE CRE	RED DEER, AB T4P 2Z6
RYAN R SALES	301 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
SCOTT A & DEBORAH L MCDONALD	51 RALSTON CRES	RED DEER, AB T4P 3Y5
SCOTTY'S EASTSIDE LTD	19 WARWICK DR	RED DEER, AB T4N 6L4
SEAN P O'REILLY	18 RUSSELL CRES	RED DEER, AB T4P 3C1
SHAUN & DAWNE ADKINS	90 ROBINSON CRES	RED DEER, AB T4P 3N7
STACY DEAN WILLIAMS & KAREN MICHELLE	16 RUSSELL CRES	RED DEER, AB T4P 3C1
STEPHEN J CONNOLLY	R R 2	LOW, QC J0X 2C0
STEVEN C & KIMBERLEY A VAN TETERING	304-91 COSGROVE CRE	RED DEER, AB T4P 2Z6
SUZANNE ARCHER	105 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
SUZANNE MARIE THIBAULT	201 91 COSGROVE CRE	RED DEER, AB T4P 2Z6
T ARNOLD & DELLA J STANGER	SITE 19 BOX 2 RR 2	RED DEER, AB T4N
TERRANCE J CURLEY	49 RALSTON CRES	RED DEER, AB T4P 3Y5
TERRI L KONDRAT	106 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
THE CHRISTIAN BRETHREN OF RED DEER	RR 2 LCD 1	RED DEER COUNTY, AB T4N 5E2
THOI THI & CHI THENH HO	82 ROBINSON CRESCEN	RED DEER, AB T4P 3N7
THOMAS GARY & GEORGETTE CECILE MURI	102 71 COSGROVE CRE	RED DEER, AB T4P 2Z6
TIMOTHY JOHN & LEE ANNE BRENDA GYORI	6737 40 AVE	RED DEER COUNTY, AB T4N 3M4

TRENTON THOMAS LEACH	204 91 COSGROVE CRE	RED DEER,	AB	T4P 2Z6
TREVOR & KELLY CAMPBELL	SITE 19 BOX 5 RR 2	RED DEER,	AB	T4N
VASILE & VIORICA FIRU	53 RALSTON CRES	RED DEER,	AB	T4P 3Y4
VERNA VIVIAN NICHOLS	32 RAMSEY CL	RED DEER,	AB	T4P 3K1
VERNON KEHLER	65 RALSTON CRES	RED DEER,	AB	T4P 3Y4
VINH HOANG & NAVY KHEAN	77 RUTLEDGE CRES	RED DEER,	AB	T4P 3K2
WANDA GAYE GUNN	62 ROBINSON CRES	RED DEER,	AB	T4P 3N7
WAYNE A J & TEPUARII V J SKEELS	74 ROBINSON CRES	RED DEER,	AB	T4P 3N7
WENDY ELAINE LYKA	73 RUTLEDGE CRES	RED DEER,	AB	T4P 3K2
WILLIAM ROTH & HEATHER MAE ENSSLIN	61 RUTLEDGE CRES	RED DEER,	AB	T4P 3K2

Red Deer College Box 5005 Red Deer, AB T4N 5H5



THE CITY OF Red Deer

LUB Amendment 3156/HH-2005

2005/12/19
Scale 1 : 9380

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Data to be used as information only.

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THE CITY OF Red Deer

LUB Amendment 3156/HH-2005

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2005/12/29
Scale 1 : 7477

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THE CITY OF Red Deer

Council Decision – December 19, 2005

Legislative & Administrative Services

DATE: **December 20, 2005**

TO: **Martin Kvapil, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/HH-2005**
Rezoning of Lands Annexed from Red Deer County in 2004

Reference Report:
Parkland Community Planning Services, dated December 9, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/HH-2005 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes
A Public Hearing will be held on Monday, January 16, 2005 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Comments/Further Action:
Land Use Bylaw Amendment 3156/HH-2005 provides for the rezoning of lands annexed from Red Deer County in 2004. The lands will be rezoned from existing County of Red Deer Land Use bylaw zoning designations to A1 Future Urban Development, P1 Parks and Recreation and PS-Public Service (Institutional or Governmental) Districts in accordance with The City of Red Deer's Land Use bylaw zoning. This office will now proceed with the advertising for a Public Hearing. The City of Red Deer will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager
/chk
/attach.

c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3156/HH-2005

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, ENACTS AS FOLLOWS:

1. That "Use District Maps D6, I12, I13, I14, I15, I16, I17, J12, J13, J14, J15, J16, J17, K10, K11, K12, L10, L11" contained within "Schedule B" of the Land Use Bylaw is hereby amended in accordance with Land Use District Map No. 30/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this	19th	day of	December	2005.
READ A SECOND TIME IN OPEN COUNCIL this		day of		2005.
READ A THIRD TIME IN OPEN COUNCIL this		day of		2005.
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of		2005.

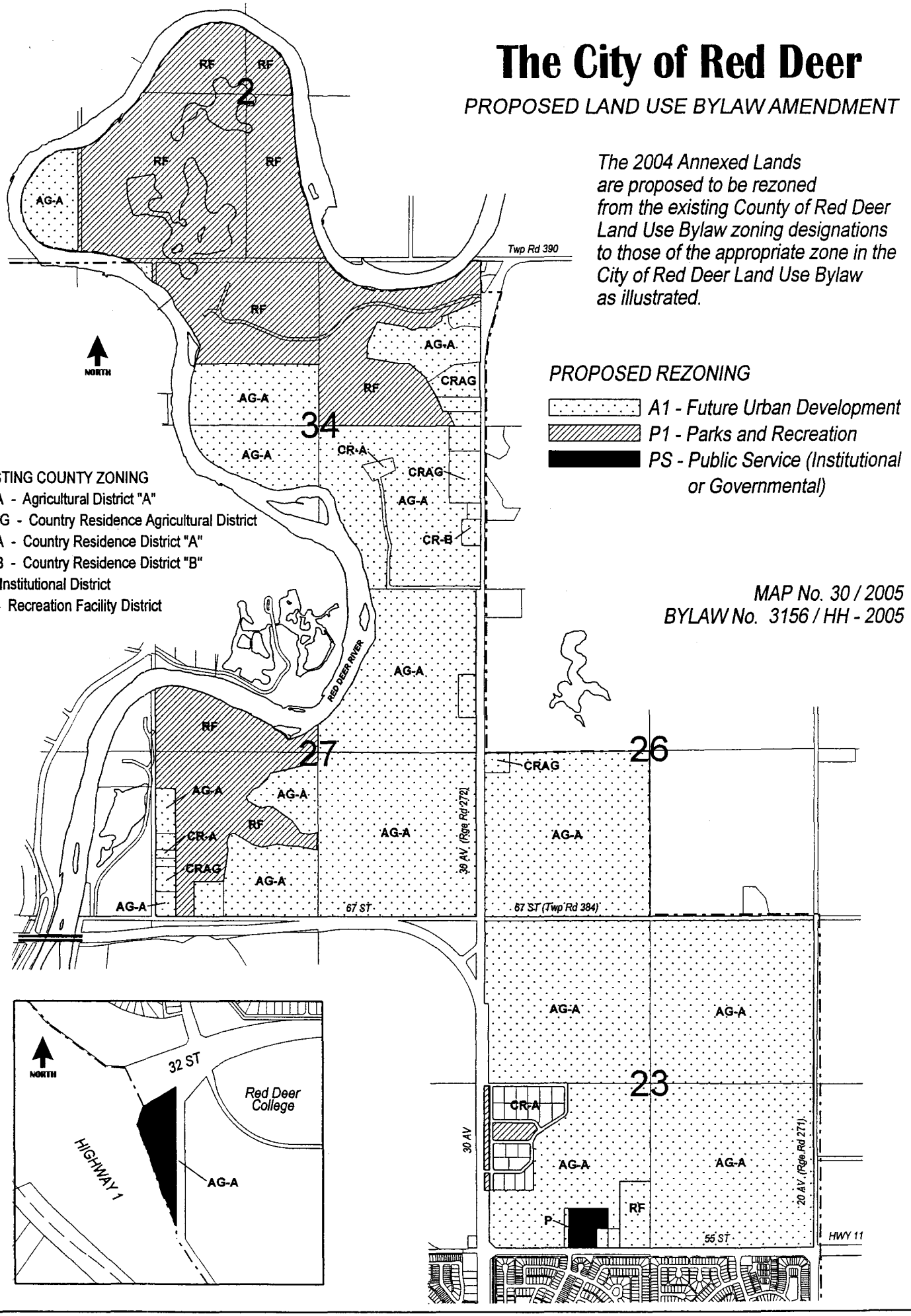
MAYOR

CITY CLERK

The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

The 2004 Annexed Lands are proposed to be rezoned from the existing County of Red Deer Land Use Bylaw zoning designations to those of the appropriate zone in the City of Red Deer Land Use Bylaw as illustrated.



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CRAG - Country Residence Agricultural District
CR-A - Country Residence District "A"
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P - Institutional District
RF - Recreation Facility District

PROPOSED REZONING

- *A1 - Future Urban Development*
- *P1 - Parks and Recreation*
- *PS - Public Service (Institutional or Governmental)*

MAP No. 30 / 2005
BYLAW No. 3156 / HH - 2005

LAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: December 9, 2005

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Martin Kvapil, Planning Assistant

RE: Land Use Bylaw Amendment No. 3156/HH-2005
Annexation Lands - 2004

Background

In January 2004, 851 hectares of land were annexed from Red Deer County into the City of Red Deer. Currently, City departments refer to the County's existing land use bylaw (LUB) requirements when considering development permit applications upon these lands. These lands require rezoning in order to be accommodated and considered within the City's Land Use Bylaw.

Proposed Amendment

In general, the proposed City land use bylaw districts attempt to reflect similar purposes and requirements of the existing County LUB districts. As some of the City and County districts are similar, lateral redesignations would be possible. For example, most of the County's AG-A Agricultural lands may be rezoned to the City's A1 Future Urban Development District. Similarly, the County's P Institutional lands may be rezoned to the City's PS Public Service District and the County's RF Recreation Facility lands may be rezoned to the City's P1 Parks and Recreation district.

A major difference between the two land use bylaws is that the County accommodates subdivision and development for and upon country residential parcels greater in size than that of typical urban subdivisions. Areas such as College Park, the MacKenzie subdivision area, and various country residential parcels are presently contained within CRAG Country Residential Agricultural, CR-A Country Residence, and CR-B Country Residence districts. These districts allow for rural residential parcels while allowing for some associated agricultural uses. Some of these residential lands could be accommodated within the City's A1 district, while some of the other residential lands would be more suited within a residential district more urban in nature. Upon successful redesignation as proposed, all existing parcels, with the exception of seven (7) A1 lots, would meet the minimum 1.2 ha (3.0 acre) site area requirement of Land Use Bylaw 3156/96 and all of the existing uses would conform with the proposed land use districts. These seven lots would be considered as legal non-conforming and would be permitted to continue as they exist at the time of passing of this bylaw.

Presently, the City's LUB does not include a land use district which would be appropriate to accommodate lots similar to those within College Park. Parkland Community Planning Services,

in conjunction with College Park residents, is currently in the process of preparing an area redevelopment plan for this area. As part of this process, appropriate subdivision and development standards will be determined and may included within a new land use district. Until such time, it is recommended that the current CR-A zoning upon these residential lots remain.

During the preparation of this bylaw amendment, application was received by Parkland Community Planning Services requesting that an existing AG-A Agricultural portion of land be considered for PS Public Service zoning. The applicant, Balmoral Bible Chapel, has recently purchased the lands adjacent to the north of their existing P Institutional lands. The Chapel would like to use these lands as an extension of their church operations.

The current Recreation Facility zoning for the existing driving range located on SW ¼ 23-38-27-4 is proposed to be changed to A1. It is anticipated that this area will be redeveloped in accordance with a future neighbourhood area structure plan for this area.

Staff Recommendation

Parkland Community Planning Services recommends that City Council proceed with first reading of Land Use Bylaw Amendment 3156/HH-2005.

Martin Kvapil
PLANNING ASSISTANT

Attachments

The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

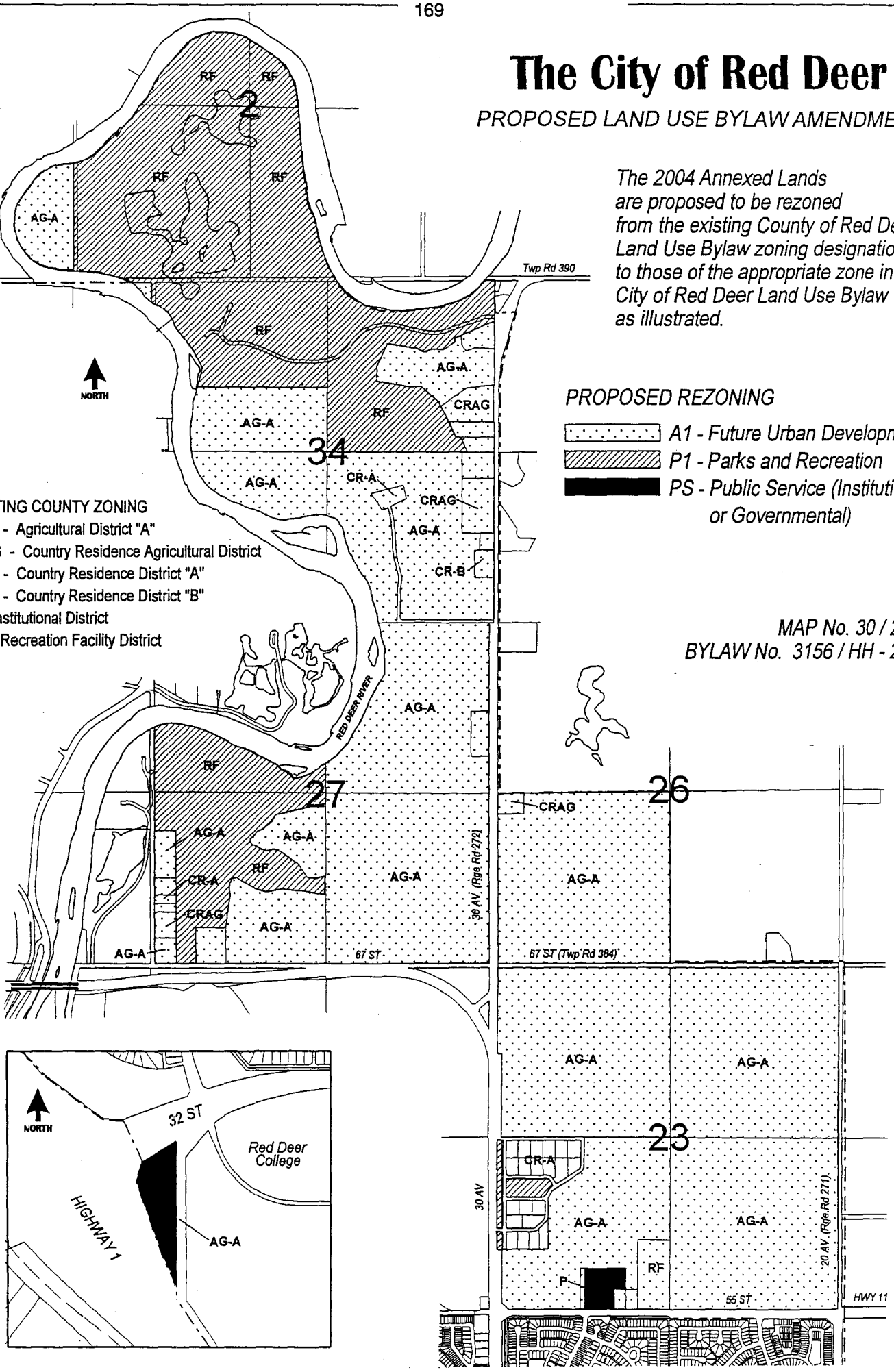
The 2004 Annexed Lands are proposed to be rezoned from the existing County of Red Deer Land Use Bylaw zoning designations to those of the appropriate zone in the City of Red Deer Land Use Bylaw as illustrated.

PROPOSED REZONING

- *A1 - Future Urban Development*
- *P1 - Parks and Recreation*
- *PS - Public Service (Institutional or Governmental)*

EXISTING COUNTY ZONING
AG-A - Agricultural District "A"
CRAG - Country Residence Agricultural District
CR-A - Country Residence District "A"
CR-B - Country Residence District "B"
P - Institutional District
RF - Recreation Facility District

MAP No. 30 / 2005
BYLAW No. 3156 / HH - 2005



THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Martin Kvapil, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/HH-2005**
Annexation Lands - 2004

Reference Report:
Parkland Community Planning Services, dated December 9, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/HH-2005, as amended, was given second and third readings. A copy of the bylaw is attached.

Resolutions:

> "*Resolved* that Council of the City of Red Deer having considered the report from the Legislative & Administrative Services Manager, dated January 10, 2006 re: Land Use Bylaw Amendment 3156/HH-2005 – Annexation Lands – 2004, hereby amends Land Use Bylaw Amendment 3156/HH-2005 by replacing Map 30/2005 with the revised Map 30/2005 as presented to Council on January 16, 2006."

Report Back to Council: No

. . .2/

Comments/Further Action:

Land Use Bylaw Amendment 3156/HH-2005 provides for the rezoning of lands annexed from Red Deer County in 2004. The lands will be rezoned from existing County of Red Deer Land Use bylaw zoning designations to A1 Future Urban Development, P1 Parks and Recreation and PS-Public Service (Institutional or Governmental) Districts in accordance with the City of Red Deer's Land Use Bylaw zoning. This office will amend the Land Use Bylaw and distribute copies in due course.

Kelly Kloss
Manager

/chk
attchs.
c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
City Assessor
S. Marks, Graphics Designer
E. Damberger, PCPS
T. Edwards, Clerk Steno

BYLAW NO. 3156/HH-2005

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, ENACTS AS FOLLOWS:

1. That "Use District Maps D6, I12, I13, I14, I15, I16, I17, J12, J13, J14, J15, J16, J17, K10, K11, K12, L10, L11" contained within "Schedule B" of the Land Use Bylaw is hereby amended in accordance with Land Use District Map No. 30/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this	19th	day of	December	2005.
READ A SECOND TIME IN OPEN COUNCIL this	16th	day of	January	2006.
READ A THIRD TIME IN OPEN COUNCIL this	16th	day of	January	2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this	16th	day of	January	2006.

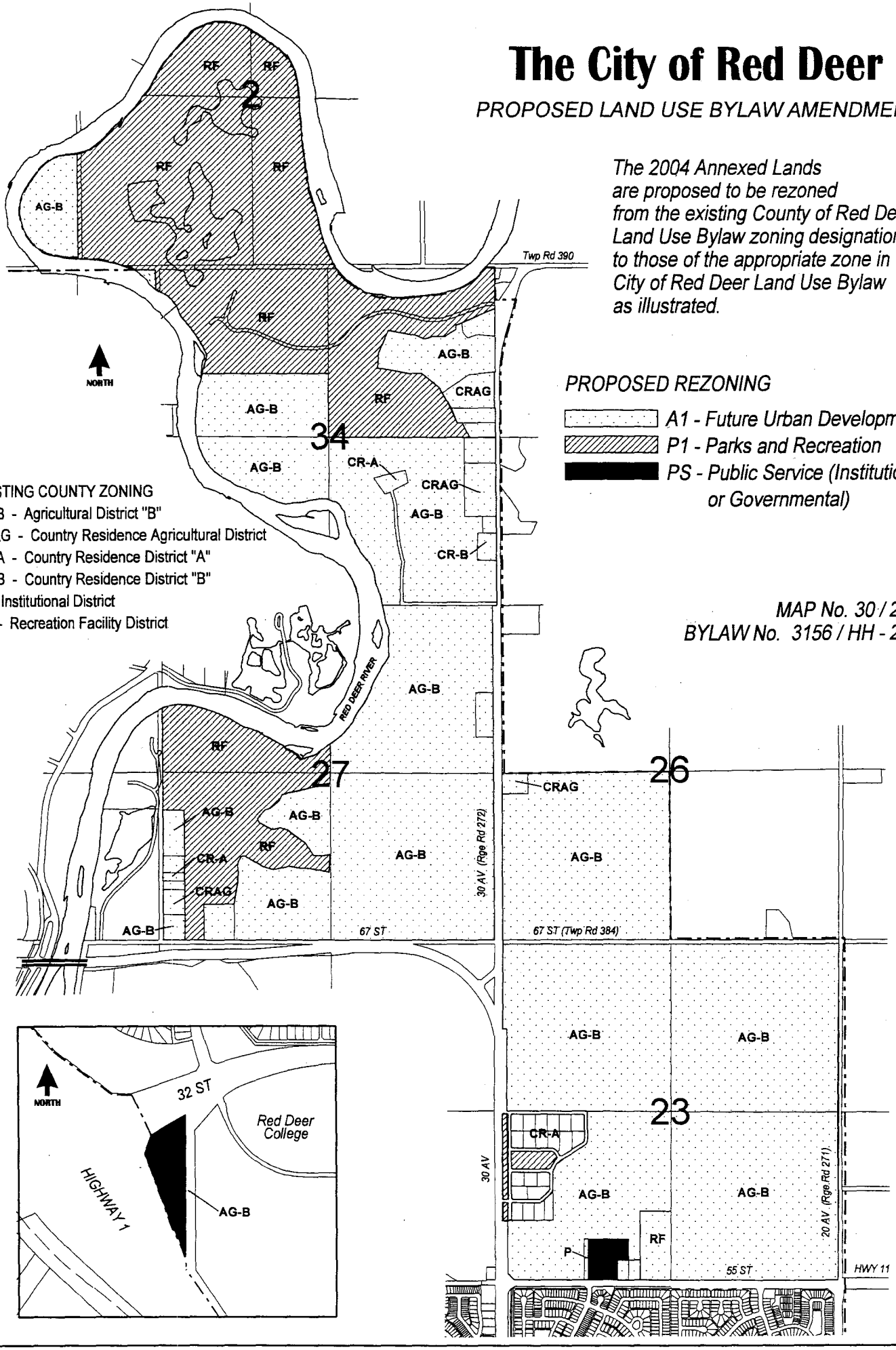
MAYOR

CITY CLERK

The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

The 2004 Annexed Lands are proposed to be rezoned from the existing County of Red Deer Land Use Bylaw zoning designations to those of the appropriate zone in the City of Red Deer Land Use Bylaw as illustrated.



EXISTING COUNTY ZONING
AG-B - Agricultural District "B"
CRAG - Country Residence Agricultural District
CR-A - Country Residence District "A"
CR-B - Country Residence District "B"
P - Institutional District
RF - Recreation Facility District

PROPOSED REZONING

- *A1 - Future Urban Development*
- *P1 - Parks and Recreation*
- *PS - Public Service (Institutional or Governmental)*

MAP No. 30 / 2005
BYLAW No. 3156 / HH - 2005

Item No. 3

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **January 9, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Municipal Designation of Historic Buildings:**
Scott Residence – 4743 – 56 Street
Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005

History
At the Monday, December 19, 2005 meeting of Council, Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005 were given first readings.

Bylaw 3352/2005 designates the Scott Residence, located at 4745 – 56 Street as a Municipal Historic Resource. Land Use Bylaw Amendment 3156/JJ-2005 reflects the proposed changes in heritage designation and updates the maps and text within the Land Use Bylaw.

Public Consultation Process
Public Hearings were advertised for the above noted bylaws to be held on Monday, January 16, 2006, at 7:00 p.m. in Council Chambers, during Council's regular meeting. The owners of the properties bordering the site have been notified by letter of the Public Hearing.

Recommendations
That following the Public Hearings, Council consider the following:

(a) Second and third readings of Bylaw 3352/2005
(b) Second and third readings of Land Use Bylaw Amendment 3156/JJ-2005

Kelly Kloss
Manager

4754 56 Street
Red Deer, AB,
T4N 2K3

RECEIVED
JAN 10 2006
The City of Red Deer

Mayor and City Council

Jan 10th 2006

Heritage Designation –Scott House

I am somewhat surprised that Council would consider this property as an Historical Preservation Site after the renovations which occurred last year. Whilst the property was of little architectural merit prior to the upgrading, in which the interior was totally gutted and refinished, and the exterior elevation, especially the north elevation facing 56 Street, underwent substantial alteration with the addition of a dormer window over the front porch.
In addition to the above, the replacement window's are totally out character to a property of this era, and further destroys any merit this building had for designation. The only reason for designation now is the historical association with Scott, the original owner of the house, which is a somewhat tenuous in its present condition.
I am also surprised that Council would approve the designation bearing in mind that the property is on the market and they may be committing any future purchaser to some onerous restrictive conditions regarding future developments.
While I am in favour of historical preservation, I feel this property is one which is not now appropriate.

Yours sincerely

David Plumtree

THE CITY OF Red Deer

Legislative & Administrative Services

Report Submitted to the December 19, 2005 Council Meeting

DATE: **December 12, 2005**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Municipal Designation of Historic Buildings: Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005**

History:
At the October 11, 2005 meeting of Council, it was recommended to Council that the following building be designated as a Municipal Historic Resource:

Scott Residence – located at 4743 – 56 Street (Lot 20, Block A, Plan K1)

Council passed the following resolution indicating its intent to pass Bylaw 3352/2005 which would designate the noted building as a Municipal Historic Resource.

"***Resolved*** that Council of The City of Red Deer, having considered the report from Parkland Community Planning Services, dated September 30, 2005, re: Municipal Designation of Historic Buildings: Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005, hereby:

1. Directs Administration to notify the owners of the following building of Council's intention to pass a bylaw(s) to designate it as a Municipal Historic Resource:

   Scott Residence – located at 4743 – 56 Street (Lot 20, Block A, Plan K1)

2. Directs Administration to advertise Council's intention to designate the building as a Municipal Historic Resource.

3. Agrees that The City enter into a compensation agreement for this designation in accordance with Council Policy."

..2/

Public Consultation Process

The Historical Resources Act requires giving the owner 60 days notice that The City is planning to designate the owner's property as a historic resource, and must also advertise this intent. A letter was sent to the owner, via registered mail, to give formal notice of the intent to designate the listed building as a Municipal Historic Resource.

The intent to designate the building as a Municipal Historic Resource was advertised in the local newspapers. At the Monday, December 19, 2005 Council Meeting, Bylaw 3352/2005 (to designate the building) and Land Use Bylaw Amendment 3156/JJ-2005 will be presented for first readings.

Recommendation

That Council proceed with:

1) First reading of Bylaw 3352/2005 to designate the Scott Residence as a Municipal Historic Resource.
2) First Reading of Land Use Bylaw Amendment 3156/JJ-2005.

Kelly Kloss
Manager

PARKLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta, T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
E-mail: pcps@pcps.ab.ca

Date: December 7, 2005

To: Kelly Kloss, Legislative and Administrative Services Manager

From: Emily Damberger, Planner
Parkland Community Planning Services

Re: **Municipal Designation of Historic Buildings:**
Bylaw 3352/2005 and **Land Use Bylaw Amendment 3156/JJ-2005**

October 11, 2005 Council Resolution

Council resolved to direct administration to notify the owners of the Scott Residence, 4743 – 56 Street, Council's intent to pass a bylaw to designate it as a Municipal Historic Resource, to advertise Council's intent and that The City enter into a compensation agreement for this designation.

The Historical Resources Act requires giving owners of the building 60 days notice to designate any historic resource within a municipality. A letter was sent to the landowners October 12, 2005 providing notice. The 60 day period has now expired and the landowner is agreeable with the proposed designation.

Designation Request

The City of Red Deer received a request from the land owners to designate the Scott Residence at 4743 – 56 Street (Lot 20, Block A, Plan K1) as a municipal historic resource. This request was considered at the September 21, 2005 Heritage Preservation Committee and received full support.

The residence is privately owned by Graeme Leadbeater and Shannon MacDonald. Based on the historic significance of the property, Parkland Community Planning Services is recommending support of the designation request.

The following report will review the historical significance of the subject property, the implications and benefits of designation, outline the process for designation, and the planning staff recommendation.

Historical Significance and Background

The Scott residence will be a historically significant addition to The City of Red Deer's municipally designated buildings. The residence is located on 56 Street, "Son-in-law-Row", the street bearing this name due to the prominent historic Red Deer pioneer, Leonard Gaetz, providing houses on this street as wedding gifts to his children. Constructed in 1912, the ninety-three year old residence meets heritage designation criteria by being one of the oldest residences in Red Deer and a well preserved example of the early 20th century Edwardian architectural style. The proposed designation is intended only for the external appearance of the residence.

Scott residence 2005

Benefits of Designation

Potential Funding

There are several benefits of municipal designation including increased funding opportunities, enhanced recognition, and additional preservation support.

Funding is available through Alberta Historic Resources for municipally designated heritage resources. Designated buildings may apply for matching funding of up $25,000.00 every five years, if the building is also on the Alberta Register of Historic Places. Local historic resources may apply for a one time grant of $5,000.00.

Impact of Designation

Designation of buildings as Municipal Historic Resources can have some impact on the property owner by restricting what can be done to the building and by placing emphasis on the long term protection of the building.

More specifically, as set out in the Historical Resources Act, Sections 26-28, designation as a Municipal Historic Resource prevents the destruction, disturbance, alteration, restoration or repair of the property or removal of any historical objects from the property unless there is written approval from City Council or its designated authority (Municipal Planning Commission).

Council (or MPC) may approve the changes, refuse permission, or may attach conditions it considers appropriate. This process, although thorough, does not prevent work from being completed on a property. It simply ensures that the work being undertaken reflects the historical significance of the building (for example, the Parsons House was designated as a Municipal Historic Resource in 1990, since that time substantial work has been completed on the building).

If approved, the Municipal Historic Resource designation is registered on the land title and noted in the Land Use Bylaw, all current and future owners are bound by the designation unless Council agrees to repeal the designation under Section 26(10).

Compensation

Under the Act, only in cases where a municipal designation is proven to decrease the economic value of the building, structure, or land is the owner entitled to compensation from the municipality. This compensation may be provided by grant, tax relief or other means agreed upon.

The City of Red Deer Council Policy Manual contains the following policy:

"The historical designation of privately owned buildings shall be considered on a voluntary basis, subject to an indemnity agreement being entered into between the City and the owner, waiving possible compensation and further that the committee be authorized to approach private owners in this regard."

The landowners will be required to enter into a compensation agreement which states that if the property value of the subject property were to decrease due to the historical designation The City would not be liable for any compensation. This agreement is currently being prepared by Parkland Community Planning Services and the City Solicitors together with the property owners and will be in place prior to final consideration of this designation by Council.

Process

The process for designation of Municipal Historic Resources is set out in the Historical Resources Act, Sections 26-28. This process requires several steps including: notification of the property owner, consideration of a bylaw under the Historical Resources Act, provision of the bylaw (once adopted) to the owner, and registration on the land title.

Several steps have now been completed and the following steps remain.

1. Compensation agreement between The City and the landowners to be signed prior to 2nd and 3rd reading.

2. Bylaw and the Land Use Bylaw amendment to be given three readings, because the City's Land Use Bylaw also denotes heritage resources in the text and mapping, a Land Use Bylaw Amendment is also required.

3. Once the bylaw is passed, a copy of the bylaw should be given to the land owners and then be registered on the land title, as required by the Act, at the Land Titles Office.

In keeping with this process, Council is asked to give first reading to both the Bylaw 3352/2005 designating the building as a Municipal Historic Resource and the corresponding Land Use Bylaw text and mapping amendment Bylaw 3156/JJ-2005 at the December 19, 2005 meeting and the proposed bylaws to be advertised for a public hearing on January 16, 2006.

Land Use Bylaw Amendment

An amendment to the Land Use Bylaw, 3156/96, accompanies this report to reflect the proposed changes in heritage designation and to ensure the information is up to date and accurate within the Land Use Bylaw text and mapping.

Recommendation

Given the historical significance of the Scott residence at 4743 – 56 Street, and the potential benefits in terms of recognition and additional support of the property, it is recommended that Council support the designation of the property as a Municipal Historic Resource.

Respectfully Submitted,

Emily Damberger
Planner

c. Colleen Jensen, Community Services
Paul Gowans, Heritage Preservation Committee/Normandeau Society
Graeme Leadbeater, and Shannon MacDonald
Don Simpson, Chapman Riebeek

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Graeme Leadbeater and Shannon MacDonald
4743 – 56 Street
Red Deer, AB T4N 2K2

Dear Mr. Leadbeater and Ms. MacDonald:

Municipal Designation of Historic Building
4743 – 56 Street

At the City of Red Deer's Council meeting, held January 16, 2006, Public Hearings were held with respect to Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005.

Bylaw 3352/2005 designates the Scott Residence, located at 4745 – 56 Street as a Municipal Historic Resource. Land Use Bylaw Amendment 3156JJ-2005 reflects the proposed changes in heritage designation and updates the maps and text within the Land Use Bylaw.

Please call me if you have any questions or require additional information.

Sincerely,

Kelly Kloss
Manager
/attach.

c E. Damberger, Parkland Community Planning Services

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

HERITAGE DESIGNATION – SCOTT HOUSE
LUB 3156/JJ-2005

DESCRIPTION: Designation of the Scott residence at 4743 – 56 Street as a Historical Preservation Site as a result of Bylaw 3352/2005, which designates the site as a Municipal Historical Resource.

FIRST READING: December 19, 2005

FIRST PUBLICATION: December 30, 2005

SECOND PUBLICATION: January 6, 2006

PUBLIC HEARING & SECOND READING: January 16, 2006

THIRD READING: January 16, 2006

LETTERS REQUIRED TO PROPERTY OWNERS: YES ☑ NO ☐

DEPOSIT? YES ☑ $ 400.- NO ☐ BY: G. Leadbeater / S. MacDonald

ACTUAL COST OF ADVERTISING:

$ 318.24 X 2 TOTAL: $ 636.48

MAP PREPARATION: $ _____

TOTAL COST: $ 636.48

LESS DEPOSIT RECEIVED: $ Ø

AMOUNT OWING/ (REFUND): $ 636.48

INVOICE NO.: 175203

(Account No. 180.5901) Batch # 732969

Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

December 28, 2005

«Prime_Owner_Name»
«Owner_Address_1»
«Owner_Address_2»
«Owner_Address_3»
«Owner_Address_4»

Dear Sir/Madam:

Re: Land Use Bylaw Amendment 3156/JJ-2005 – Heritage Designation - Scott House

Red Deer City Council is considering a change to the Land Use Bylaw, which controls the use and development of land and buildings in the city. As a property owner in the area of proposed changes, you have an opportunity to ask questions about the intended use and to let Council know your views.

City Council proposes to pass **Land Use Bylaw Amendment 3156/JJ-2005,** which provides for the Scott residence, located at 4743 – 56 Street (Lot 20, Block A, Plan K1), to be designated as a Historical Preservation Site. This is a result of Bylaw 3352/2005, which designates the site as a Municipal Historic Resource. The proposed bylaw may be inspected by the public at Legislative & Administrative Services, 2nd Floor of City Hall during regular office hours, or for more details contact the city planners at Parkland Community Planning Services at 343-3394.

City Council will hear from any person claiming to be affected by the proposed bylaw at a Public Hearing on **Monday, January 16, 2005** at 7:00 p.m. in Council Chambers, 2nd floor of City Hall. If you want your letter or petition included on the Council agenda you must submit it to our office by **Tuesday, January 10, 2005.** Otherwise, you may submit your letter or petition at the Council meeting or you can simply tell Council your views at the Public Hearing. Any submission will be public information. If you have any questions regarding the use of this information, please contact Legislative & Administrative Services at 342-8132.

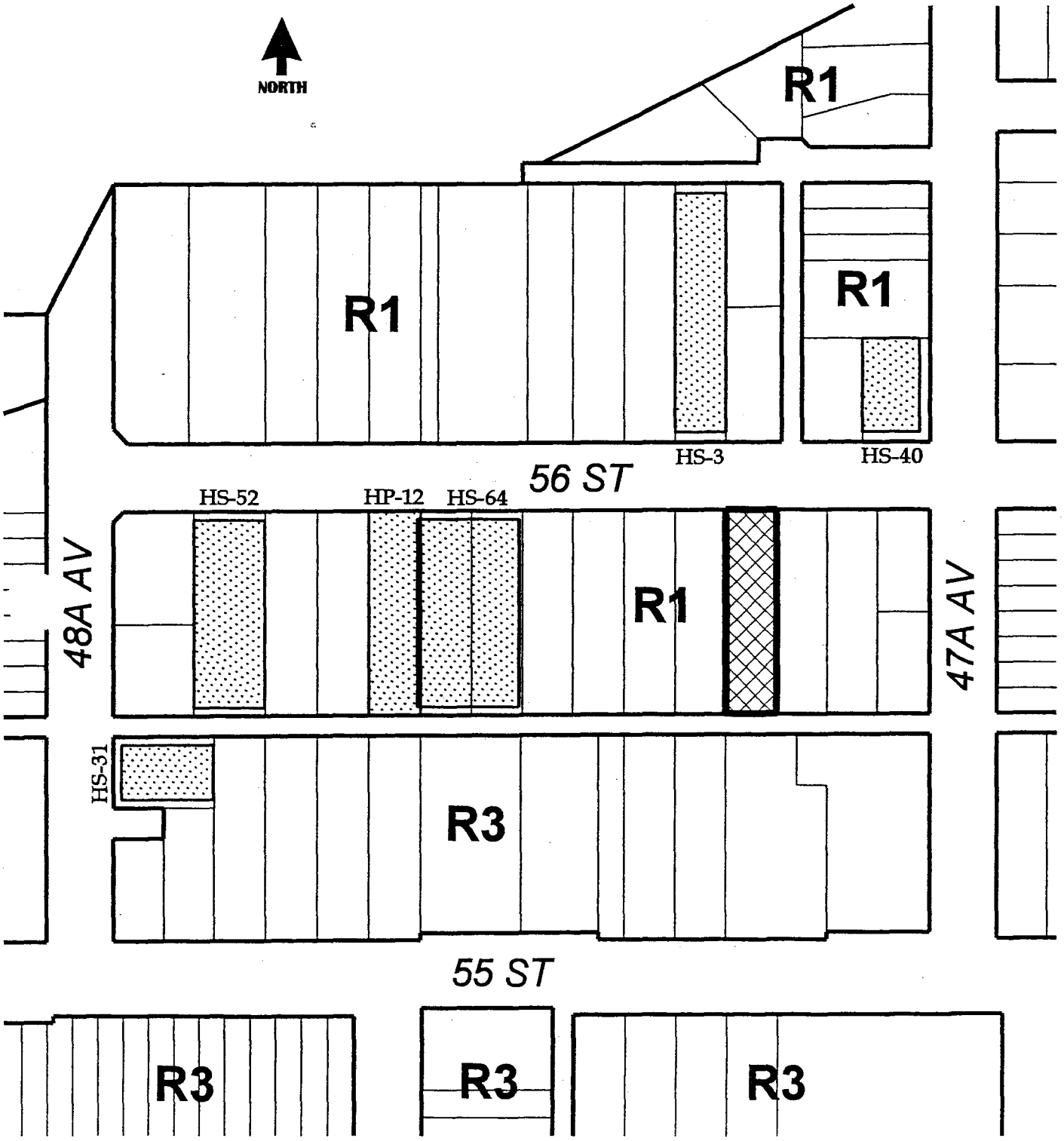
Yours truly,

Kelly Kloss
Manager, Legislative & Administrative Services

/te
encl.

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

The City of Red Deer *PROPOSED LAND USE BYLAW AMENDMENT*

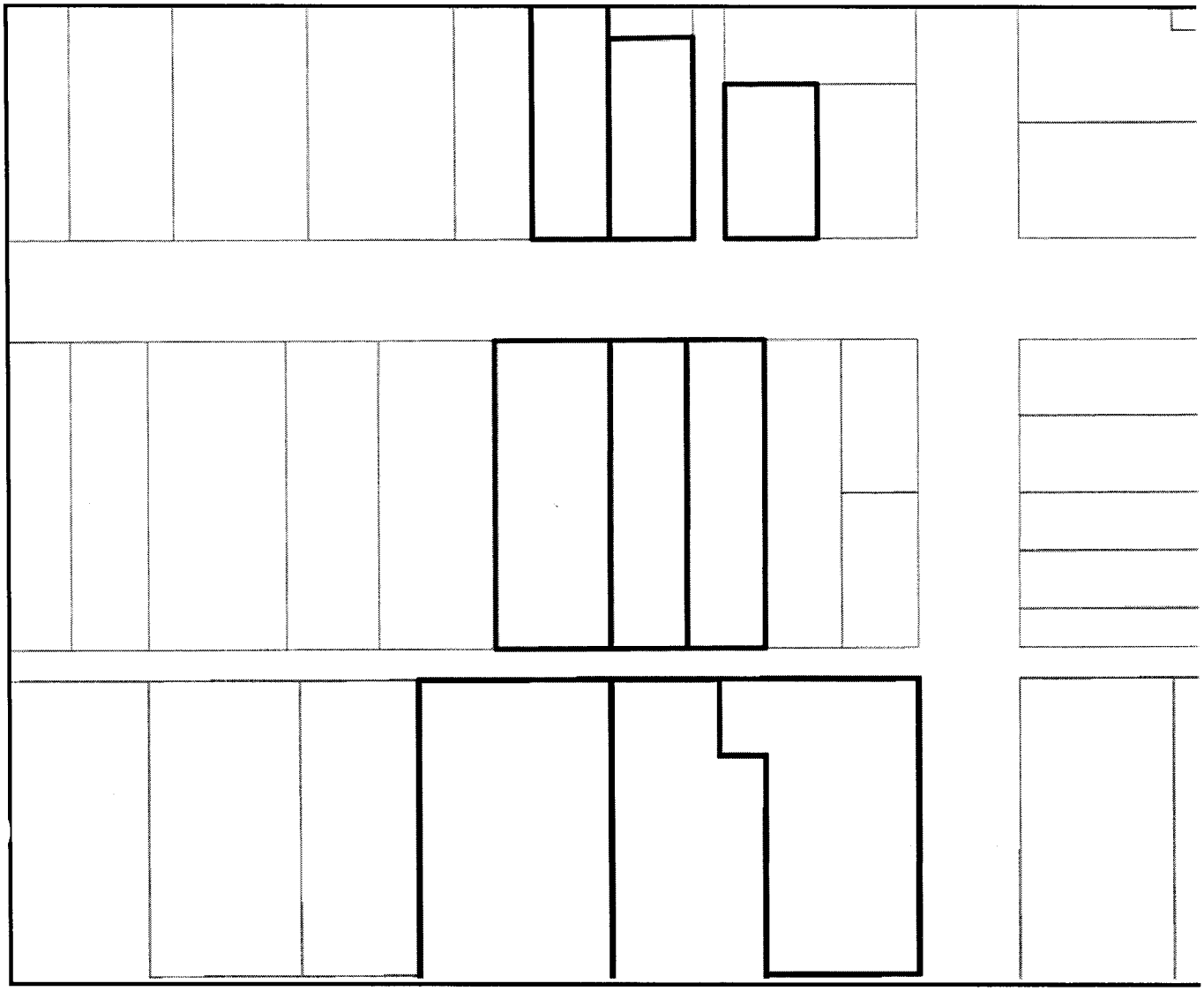


Site to be Designated as:
A Historical Preservation Site - HP-15

AFFECTED DISTRICTS:
R1 - Residential (Low Density)

MAP No. 32 / 2005
BYLAW No. 3156 / JJ - 2005

Prime Owner Name	Owner Address 1	Owner Address 2
RICHARD N. & DIANE E. ASSINGER	4745 56 ST	RED DEER, AB T4N 2K2
GRAEME A LEADBEATER	RR 1	PENHOLD, AB T0M 1R0
WILLEM & MARIE MYBURGH	4742 56 ST	RED DEER, AB T4N 2K3
BOMAN & PATRICIA JOULE HUSTED	4741 56 STREET	RED DEER, AB T4N 2K2
SANDRA L SMYTH	4740 56 ST	RED DEER, AB T4N 2K3
CARMAN & KATHARINE MCKEE	4738 56 ST	RED DEER, AB T4N 2K3
RICHARD & DOREEN HERREBOS	3 PALLO CLOSE	RED DEER, AB T4P 1J3
WEST TWO ENTERPRISES LTD	500 4911 51 STREET	RED DEER, AB T4N 6V4
SPRUCE VALE PLACE INC	BOX 1111	ROCKY MOUNTAIN HOUSE, AB T4



THE CITY OF Red Deer

LUB Amendment 3156/JJ-2005

2005/12/20
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THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES
December 20, 2005

Graeme Leadbeater and Shannon MacDonald
4743 – 56 Street
Red Deer, AB T4N 2K2

Dear Mr. Leadbeater and Ms. MacDonald:

Municipal Designation of Historic Building
4743 – 56 Street

At the October 11, 2005 meeting of Council, Council passed a resolution indicating its intent to designate the Scott Residence located at 4743 – 56 Street and you were notified of Council's intent.

At the Monday, December 19, 2005 Council meeting, Council gave first readings to the following bylaws :

1. Municipal Historic Resource Designation Bylaw 3352/2005,
2. Land Use Bylaw Amendment 3156/JJ-2005.

Council must hold Public Hearings before giving second and third readings to the bylaws. Public Hearings will be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers of City Hall during Council's regular meeting. We will advertise together the intent to designate your property as a Municipal Historic Resource and the required Land Use Bylaw Amendment. This will assist in reducing the costs for advertising should we have advertised each bylaw separately.

According to the *Land Use Bylaw*, the City requires a deposit before public advertising. An amount equal to the estimated cost of advertising, which in this instance is $400, is required by Wednesday, December 28, 2005. You will be invoiced for or refunded the difference once the actual cost of advertising is known.

Please call me if you have any questions or require additional information.

Sincerely,

Kelly Kløss
Manager
/attach.
c E. Damberger, Parkland Community Planning Services
C. Adams, Administrative Assistant

THE CITY OF Red Deer

Council Decision – December 19, 2005

Legislative & Administrative Services

DATE: **December 20, 2005**

TO: **Emily Damberger, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Municipal Designation of Historic Buildings:**
Scott Residence – 4743 – 56 Street
Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005

Reference Report:
Parkland Community Planning Services, dated December 7, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/JJ-2005 and Bylaw 3352/2005 were given first reading. Copies of the bylaws are attached.

Report Back to Council: Yes
Public Hearings will be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Comments/Further Action:
Bylaw 3352/2005 designates the Scott Residence, located at 4745 – 56 Street as a Municipal Historic Resource. Land Use Bylaw Amendment 3156/JJ-2005 reflects the proposed changes in heritage designation and updates the maps and text within the Land Use Bylaw. This office will now proceed with the advertising for Public Hearings. The City will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager

/chk
attchs.

c Director of Community Services
Land & Economic Development Manager
Inspections & Licensing Manager
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3352/2005

Being a bylaw to designate 4743 – 56 Street as a Municipal Historic Resource.

1. WHEREAS Section 26 of the Historical Resources Act, Revised Statutes of Alberta 2000, permits Council to designate any historic resource within the City of Red Deer whose preservation Council considers to be in the public interest, together with any land in or on which it is located, as a Municipal Historic Resource;

2. AND WHEREAS the preservation of 4743 – 56 Street in the City of Red Deer appears to be in the public interest;

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

1. The residence at 4743 – 56 Street legally described as located in the SW 21-38-27-4, Lot 20, Block A, Plan K1, in the City of Red Deer is hereby designated as a Municipal Historic Resource.

2. This Bylaw shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December A.D. 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of A.D. 2005.

MAYOR

CITY CLERK

BYLAW NO. 3156/JJ-2005

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 listing of Historical Preservation Buildings and Sites as contained in the chart on page 7-5 of the Land Use Bylaw is hereby deleted and replaced with the amended chart attached hereto and forming part of the bylaw.

2 The "Land Use District Map G10" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use District Map No. 32/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

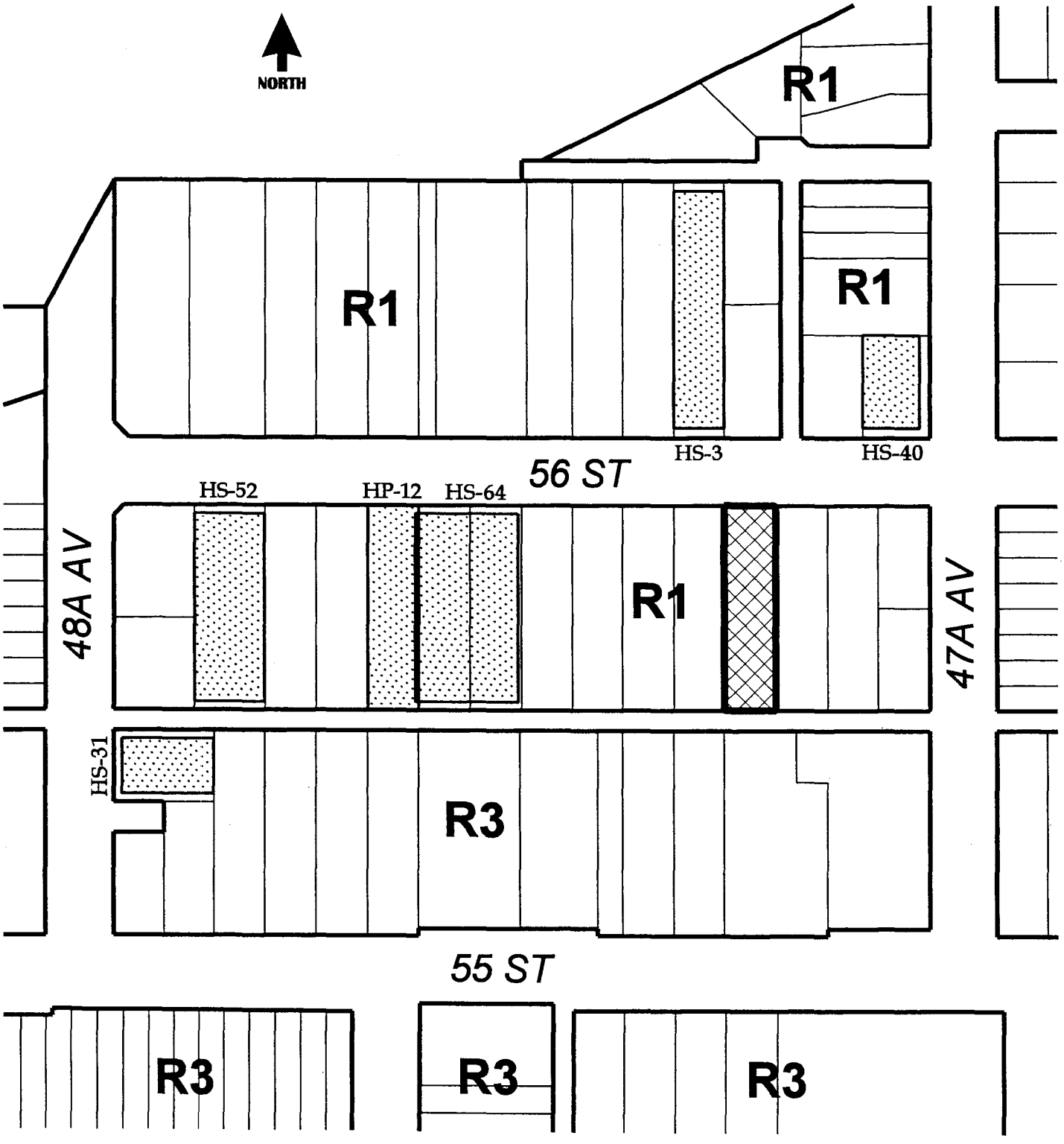
CITY CLERK

HISTORICAL PRESERVATION
BUILDINGS AND SITES

PROPERTY NUMBER	BUILDING OR SITE	MUNICIPAL ADDRESS	LEGAL DESCRIPTION	DESIGNATION
HP – 1	1. Old Court House	4836 Ross Street	Lots 1-4, Block 28, Plan K	Provincial
HP – 2	2. C.P.R. Station	5000 - 51 Avenue	Lot 19, Plan 952 4241	Provincial/ Municipal
HP- 3	3. St. Luke's Anglican Church	4929-54 Street	Lots 9-11, Block 14, Plan K	Registered
HP- 4	4. Allen Bungalow	6316 - 45 Avenue	NE 1/4 21-38-27-4 which lies east of Road Plan 1264 ET	Registered / Municipal
HP – 5	5. North Cottage School	5704-60 Street	Lot S, Plan 4596 NY	Registered
HP – 6	6. Parsons House	4801-49 Street	Lots 42 & 43, Block 26, Plan 982-1122	Registered / Municipal
HP – 7	7. C. P. R. Rail Bridge	Red Deer River	SE of Plan 952 3190	Registered / Municipal
HP – 8	8. Cronquist House	Great Chief Park	Lot 1MR, Block 1, Plan 832 2386	Municipal
HP – 9	9. Red Deer Armoury (Fire Hall No. 1)	4905 - 49 Street	Lot 1, Block 27, Plan 1339 RS	Municipal
HP – 10	10.Presbyterian Ladies College	5300 - 39 Avenue	Lot 1, Block 10, Plan 892 0192	Municipal
HP – 11	11. J.J. Gaetz House	3504 - 55 Street	Lot 3, Block 1, Plan 792 1758	Municipal
HP – 12	12. Clarke Residence	4757 - 56 Street	Lot 27, Block A, Plan K1	Municipal
HP – 13	13. McIntosh House	4631 - 50 Street	Lots 38-40 Block A, Plan K8	Municipal
HP – 14	14. Gaetz Library, Presbyterian Church Steeple, and Stevenson Hall Block	Heritage Square	Lot 1, Block C, Plan 842 2027	Municipal
HP – 15	15. Scott House	4743 - 56 Street	Lot 20, Block A, Plan K1	Municipal

Note: Provincial and Registered Designations are designations assigned by the Province of Alberta to provincially significant historic resources.

The City of Red Deer *PROPOSED LAND USE BYLAW AMENDMENT*



Site to be Designated as:
A Historical Preservation Site - HP-15

AFFECTED DISTRICTS:
R1 - Residential (Low Density)

MAP No. 32 / 2005
BYLAW No. 3156 / JJ - 2005

THE CITY OF Red Deer

Council Decision – October 11, 2005

Legislative & Administrative Services

DATE: **October 12, 2005**

TO: **Emily Damberger, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Municipal Designation of Historic Buildings: Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005**

Reference Report:
Parkland Community Planning Services, dated September 30, 2005

Resolutions:

"*Resolved* that Council of The City of Red Deer, having considered the report from Parkland Community Planning Services, dated September 30, 2005, re: Municipal Designation of Historic Buildings: Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005, hereby:

1. Directs Administration to notify the owners of the following building of Council's intention to pass a bylaw(s) to designate it as a Municipal Historic Resource:

   Scott Residence – located at 4743 – 56 Street (Lot 20, Block A, Plan K1)

2. Directs Administration to advertise Council's intention to designate the building as a Municipal Historic Resource.

3. Agrees that The City enter into a compensation agreement for this designation in accordance with Council Policy."

Report Back to Council: Yes
Following the notification process, on Monday, December 19, 2005, the Bylaws to designate the Scott Residence (Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005) as a Municipal Historic Resource would be brought back for Council's consideration. A letter of notification to designate the listed residence will be sent to the owners by registered mail through my office.

. . .2/

Comments/Further Action:

After talking with Nancy Hackett, the process we will follow is:

1. Send the registered letter to the owners.
2. At the December 19, 2005 Council meeting, give Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005 first readings only.
3. Advertise Council's intent in a combined ad for a Public Hearing on Monday, January 16, 2006. Only the Land Use Bylaw Amendment requires a Public Hearing but making a statement in the advertisement about the Municipal Historic Resource will negate the need for an additional ad thus saving costs.
4. The owner will be responsible for the costs of the ads.

Kelly Kloss
Manager

/chk

c City Solicitor
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Emily Damberger, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Municipal Designation of Historic Building:**
Scott Residence: 4743 – 56 Street
Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/JJ-2005

Reference Report:
Parkland Community Planning Services, dated December 7, 2005 and Legislative & Administrative Services Manager, dated December 12, 2005.

Bylaw Readings:
Bylaw 3352/2005 and Land Use Bylaw Amendment 3156/H-2005 were given second and third readings. Copies of the bylaws are attached.

Report Back to Council: No

Comments/Further Action:
Bylaw 3352/2005 designates the Scott Residence, located at 4745 – 56 Street as a Municipal Historic Resource. Land Use Bylaw Amendment 3156JJ-2005 reflects the proposed changes in heritage designation and updates the maps and text within the Land Use Bylaw. This office will amend the Land Use Bylaw and distribute copies in due course.

Kelly Kloss
Manager

/chk
attchs.
c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
City Assessor
S. Marks, Graphics Designer
T. Edwards, Clerk Steno

Item No. 4

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **January 9, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Proposed Rezoning – Red Deer Co-op Site**
NW Corner of Taylor Drive and 67 Street – Taylor Plaza
Land Use Bylaw Amendment 3156/MM-2005
Request to Dispose Municipal Reserve – Lot R-1, Block 1, Plan 762 –0159
(Adjacent to Taylor Drive North of 67th Street)

History

At the Monday, December 19, 2005 Council Meeting, Council gave first reading to Land Use Bylaw Amendment 3156/MM-2005 and passed a resolution to Dispose of Municipal Reserve located at Lot R-1, Block 1, Plan 762-0159 (Adjacent to Taylor Drive North of 67th Street.

Land Use Bylaw Amendment 3156/MM-2005 provides for the rezoning of a portion of the NW corner of Taylor Drive and 67 Street from C4 to C2 to provide medical offices in a proposed Taylor Plaza development. The Disposal of Municipal Reserve of Lot R-1, Block 1, Plan 762 0159, involving approximately 0.05 acres, is required for additional right in right out access to Taylor Drive.

Public Consultation Process

Public Hearings have been advertised for the above noted bylaw and Disposal of Municipal Reserve to be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting. The owners of the properties bordering the site have been notified by letter of the Public Hearing.

Recommendation

That Council consider the following:

(a) Passing a resolution to dispose of the municipal reserve
(b) Giving second and third readings to the Land Use Bylaw Amendment

Kelly Kloss
Manager

PARKLAND
COMMUNITY
PLANNING
SERVICES

Report Submitted to the
December 19, 2005 Council Meeting

DATE: December 12, 2005

TO: Kelly Kloss, Legislative & Administrative Services Manager

RE: Proposed Rezoning – Red Deer Co-op Site
NW corner of Taylor Drive and 67 Street – Taylor Plaza
Bylaw Amendment No. 3156/MM-2005

BACKGROUND

In May 2002 the *Planning and Development Guidelines: Taylor Drive between 67 Street and 65 Avenue* came into effect as a planning tool to be used by City Administration/ City Manager as a guideline to provide a framework for the development of a block of commercial land that reflects agreements on future access, land use, land requirements, phasing and disposal of Municipal Reserve.

Since 2002 two properties between 65 & 67 Streets (west of Taylor Drive) have been rezoned from I1 Industrial to C4 Commercial (Major Arterial) District, and some municipal reserve areas have been disposed of, in accordance with the area guidelines. On August 29, 2005 the Municipal Planning Commission approved a development permit and site plan for a C4 commercial development on the Red Deer Co-op site.

The developer of the Red Deer Co-op site is requesting the rezoning of a portion of the site from C4 to C2 in order to provide medical offices in the proposed Taylor Plaza development. This proposal will require the subdivision of that portion of the site that is proposed to be rezoned to C2. In addition, the developer is proposing to subdivide the remaining C4 portion of the site into two sites. In total there will be three individual lots owned by two landowners within the Red Deer Co-op site. The proposed development (i.e. Taylor Plaza) will be developed and will function as a single commercial development.

PLANNING ANALYSIS

Land Use

The northwest area of the city has had considerable growth in residential development over the past five years and employment population has grown as well with new industrial developments in this area. Within this context the developer has identified the potential market demand for medical offices in this location however the C4 District does not allow medical offices.

In principle planning staff supports the proposed change of land use to provide medical offices. The preference is to support the rezoning of the site to a land use district which allows medical offices, rather than to make a special land use exception within the C4 District or to create a Direct Control District. Therefore planning staff supports the rezoning of a portion of the Red Deer Co-op site to the C2 District, which does allow "Health and Medical Services" as a discretionary use.

The *Planning and Development Guidelines: Taylor Drive between 67 Street and 65 Avenue* proposed the rezoning of the properties from I1 Industrial to C4 Commercial. The intent of the guidelines is to provide a framework for development in order to ensure that the development of an individual parcel does not occur in a way which would prevent the effective development of the remaining parcels. From this perspective a change to the guidelines to allow a portion of the Red Deer Co-op site to be rezoned from C4 to C2 Commercial would not conflict with the intent of the original guidelines.

Whether the zoning is C4 or C2 does not make a significant difference to the land use and traffic implications, since both districts allow commercial floor area of not more than one third of the site area.

Approved Site Development Plan

The site development plan approved by the Municipal Planning Commission (August 29, 2005) meets the development regulations for the C4 district. At the time of subdivision of the proposed C2 portion of the site the Municipal Planning Commission will need to consider minor relaxations for landscaping and parking requirements as well as require a cross parking agreement across the three lots, in order to ensure that this portion of the site meets the development regulations of the C2 district.

Additional Site Access

The 2002 guideline document does not identify a second site access along Taylor Drive into the Red Deer Co-op site. When City Administration and the Municipal Planning Commission recently reviewed the commercial development permit application for the Taylor Plaza development, it allowed the additional access based on more current detailed information being available. The 2002 guidelines have been updated to show this additional (third) site access point as well as the proposed C4 zoning.

Municipal Reserve Disposal

It is required that the developer purchase a portion of municipal reserve to provide the third site access. In a separate item on the City Council agenda, the Land & Economic Development Department is proposing the disposal of approximately 0.016 ha of municipal reserve for this purpose. This portion of municipal reserve is proposed to be rezoned from P1 Parks & Recreation to C2 Commercial.

RECOMMENDATION

That Council proceeds with first reading of Land use Bylaw Amendment No. 3156/MM-2005.

T. Lindhorst

for/ Johan van der Bank ACP, MCIP
PLANNER

attachments

PLANNING AND DEVELOPMENT GUIDELINES
TAYLOR DRIVE BETWEEN 67TH STREET AND 65TH AVENUE

May 2002
Revised December 2005

This document is intended to be used by City Administration as a guideline for development of the area located west of Taylor Drive between 67th Street and 65th Avenue (shown on the attached map).

BACKGROUND INFORMATION

The property consists of the Red Deer Co-op site (i.e. the former Red Deer Bottling site) and the east half (approximately) of the Don Adams Welding and L-7 Inc. sites. The area is currently designated I1 Industrial (Business Service) District (the Don Adam's Welding site), C4 Commercial (Major Arterial) District (the L-7 Inc. site and the former Red Deer Bottling Site, now Red Deer Co-op site) and P1 Parks & Recreation District in the Land Use Bylaw. The City of Red Deer Municipal Development Plan has identified these properties for commercial use. These guidelines will provide guidance in the redevelopment of these parcels for commercial use.

At a special meeting of the Recreation & Parks Board on April 29, 2002 and again on December 13, 2005 the Board supported the disposal of Municipal Reserve as detailed in these guidelines.

The guidelines, updated to December 2005, are illustrated on the map attached as Appendix A. The map attached as Appendix B illustrates the site situations at the time of the initial adoption of the guidelines in 2002.

PURPOSE OF THE OVERALL PLAN

The purpose of these guidelines is to reflect agreements on future access, land use, land requirements, phasing and disposal of Municipal Reserve within this new commercial area. Without these overall guidelines the development of individual parcels may occur in a way which would prevent the effective development of the remaining parcels.

INVOLVEMENT

Engineering Services, Land and Economic Development, Recreation Parks and Culture and Parkland Community Planning Services have all been involved in the creation of these guidelines along with the current owners of the properties involved. All parties are in agreement with the content of these guidelines.

STATEMENT OF INTENT

A major objective of these guidelines is to ensure that the overall design accommodates traffic flow and access/egress for each site, in accordance with City Design Standards.

These guidelines allow for the phasing of re-zoning and development. Each property owner may make application to City Council for re-zoning to C4 or C2 and to purchase a portion of Municipal Reserve at such date as best suits the property owner's needs. City Council will base their decision on rezoning on the merits of each application, statutory plans, compliance with these guidelines, administrative comments and public input.

PROPERTY ORIENTATION

The east portion of the properties currently owned by Don Adams Welding and L-7 Inc. are proposed to be redesignated to commercial use (C4) in accordance with The City of Red Deer Municipal Development Plan. The area of these properties proposed to be redesignated to commercial use is shown approximately east of the line on the plan and development will be oriented to Taylor Drive. The former Red Deer Bottling site is proposed to be redesignated in its entirety to commercial use (C2) and development will be oriented to Taylor Drive.

ACCESS / EGRESS

Former Red Deer Bottling site

A maximum of three (3) access / egress points will be permitted to this site. At a point to be agreed upon between City Engineering and the affected property owner, a right-in and right-out only will be located on 67 St. for west-bound traffic and on Taylor Drive for south-bound traffic. The intersection at 68 St. and Taylor Drive will allow all turns.

Don Adam's Welding site

A common access (with Red Deer Bottling) at 68 St. will be the principal entry to this property. It is not required that this access be developed at the same time as the access into the planned commercial development on the Red Deer Bottling site. However, it is understood and agreed by the affected parties that 50% of the cost incurred by the owners of Red Deer Bottling to purchase the MR land from The City for the access and to construct same will be paid for by Don Adams Welding, or any future owners of the site, at such future date that they also would apply for subdivision for commercial use; such payment shall be made to the registered owners of the Red Deer Bottling site at the time the Don Adams site is subdivided. Don Adams Welding and Red Deer Bottling will enter into a Common Access Agreement for the area shown as cross-hatched on the plan and will register the Agreement on the titles of both properties.

L-7 Inc. site (former Telus Site)

A maximum of three (3) access / egress points will be permitted for this site at the approximate locations indicated in the attached map. The property owner shall only be required to provide access / egress points to the property as needed for any planned development. A maximum of (2) access points onto Taylor Drive will be positioned approximately as shown, and will be right-in / right-out only. It is acknowledged that, if one or more access points onto Taylor Drive are constructed, an acceleration/deceleration lane will be located and constructed to the satisfaction of The City at the time of development. Both right and left access / egress turns will be permitted at the north entrance to 65 Avenue, and the intersection of 65 Avenue with Taylor Drive will permit all turns.

MUNICIPAL RESERVE (MR) LANDS

Red Deer Co-op Site

Municipal reserve has been disposed of on this property previously and at the same time The City purchased land from the site owner for the provision of a corner cut from Taylor Drive to 67 Street west (refer to the map attached as Appendix B).

The owners of this site are prepared to purchase the area of MR at the southern site entrance along Taylor Drive, comprising one block of approximately 0.016 ha (diagonally hatched on the map attached as Appendix A).

Don Adams Welding Sites

The owners may make application to The City to purchase, at market value, the "MR DISPOSAL" parcel adjacent to their sites (as shown diagonally hatched in the map attached as Appendix A) if the owners chose at a future time when they would apply for re-zoning. They would have the ability to buy all, any or no portion of such lands identified as surplus, depending entirely on the needs of their planned development. Any purchase shall be subject to approval from City Council. Any lands purchased shall be consolidated with the main development site.

L-7 Inc. (former Telus) Site

Municipal reserve has been disposed of on this property previously (refer to the map attached as Appendix B).

Preservation of Trees on the Municipal Reserve Land

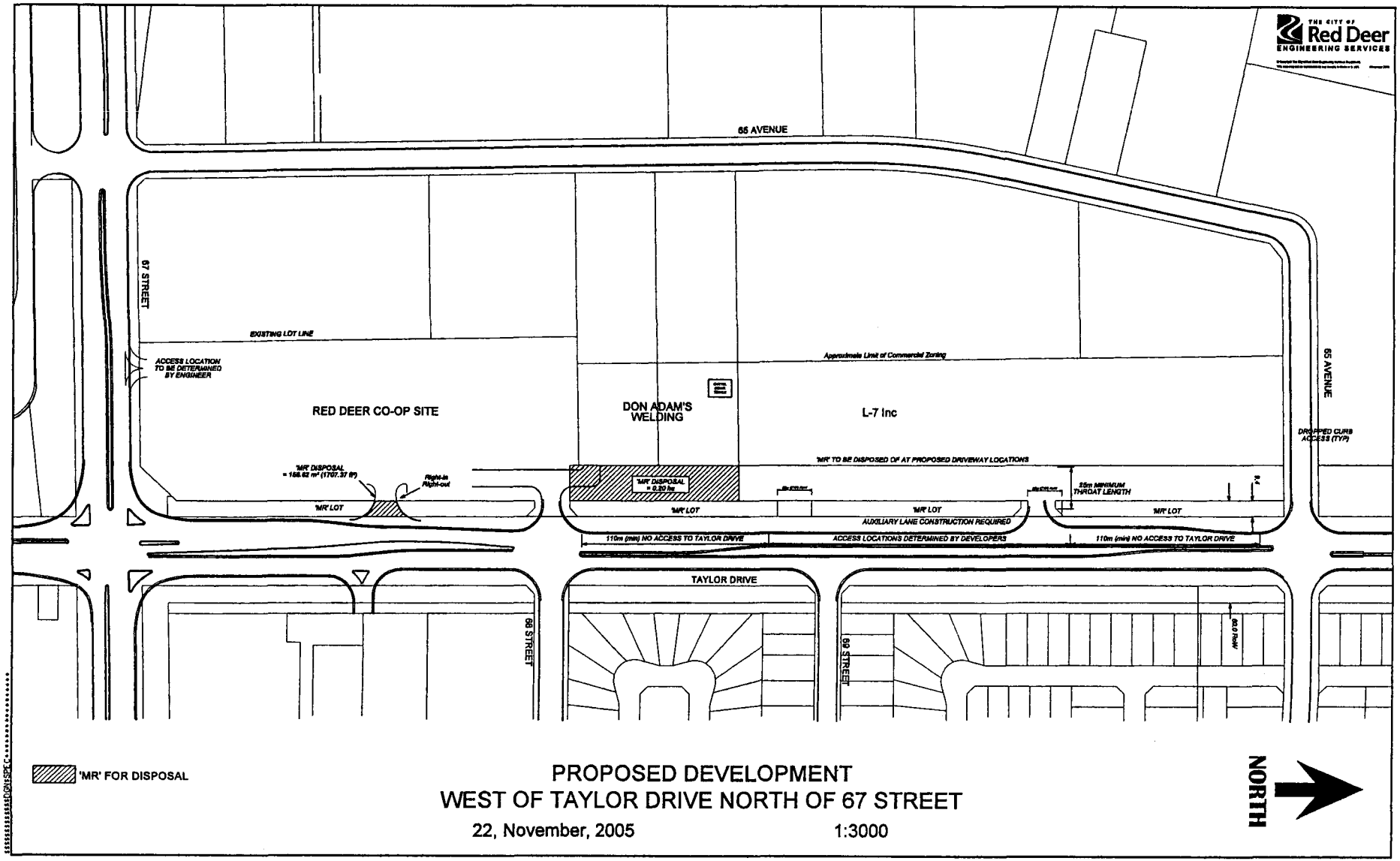
If any of the Municipal Reserve land is purchased, the developer shall endeavor to preserve existing trees. If the existing trees are removed or damaged The City shall be compensated for the value of the trees over and above the cost of the Municipal Reserve or alternatively the developer shall be required to replace the trees.

CROSS ACCESS AGREEMENT

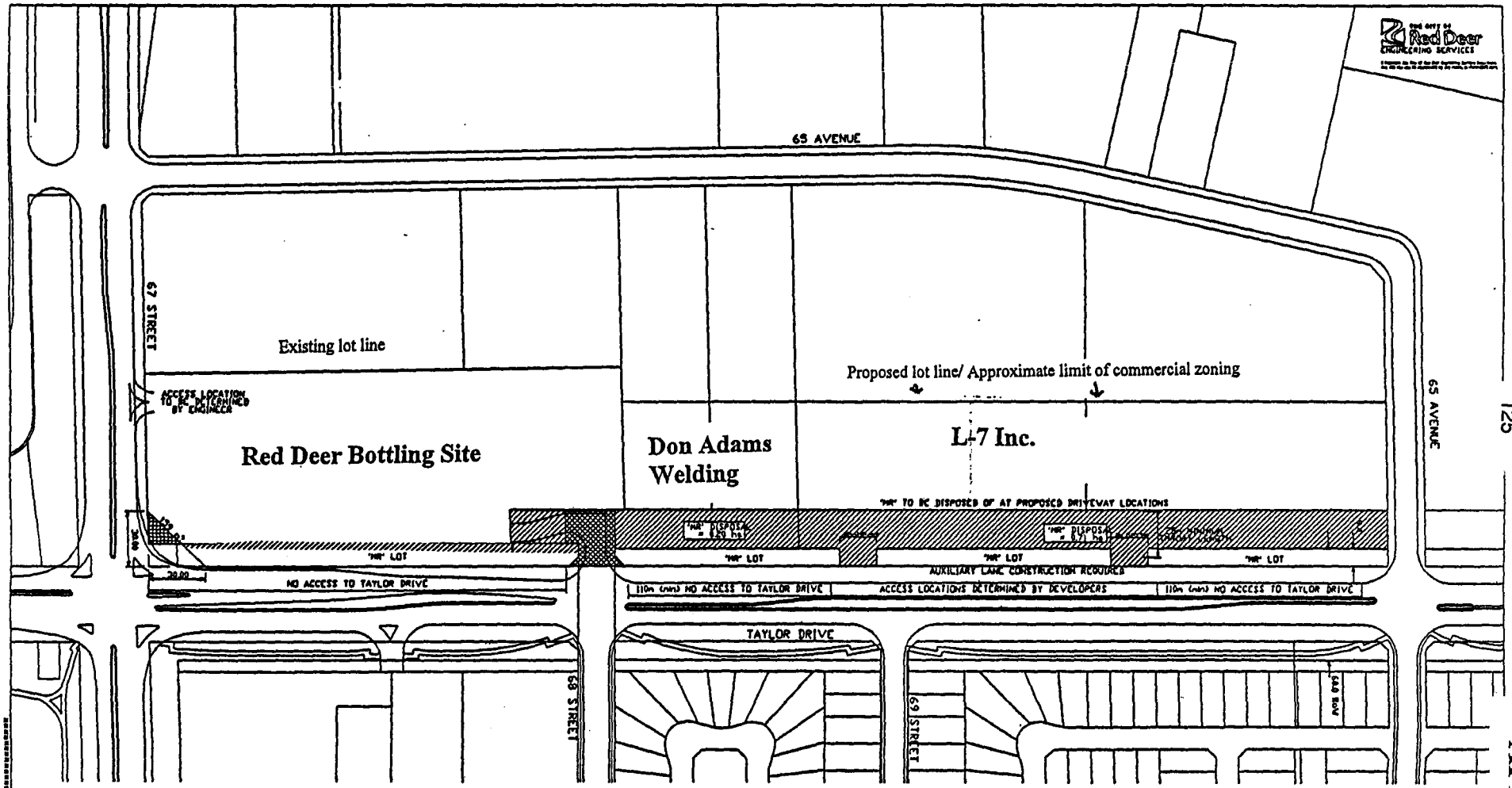
It is The City's requirement that a cross access agreement be registered on the titles of the properties to allow internal vehicular circulation. This cross access agreement will be registered on title at the time of commercial development of each of the parcels. It is understood that this will not require a dedicated roadway but only the ability for vehicles to move from one site to another.

PARKING

It is acknowledged by the owners that parking for such uses as are proposed to be developed on each individual site upon receiving re-zoning will be sufficiently provided in accordance with the Land Use Bylaw within each particular site or by means of a cross parking agreement if required by The City.


THE CITY OF Red Deer
ENGINEERING SERVICES
65 AVENUE
67 STREET
EXISTING LOT LINE
ACCESS LOCATION TO BE DETERMINED BY ENGINEER
RED DEER CO-OP SITE
DON ADAM'S WELDING
L-7 Inc
Approximate Limit of Commercial Zoning
65 AVENUE
DROPPED CURB ACCESS (TYP)
'MR' TO BE DISPOSED OF AT PROPOSED DRIVEWAY LOCATIONS
'MR' DISPOSAL = 158.62 m² (1707.37 ft²)
Right-in Right-out
'MR' DISPOSAL = 0.20 ha
25m MINIMUM THROAT LENGTH
'MR' LOT
'MR' LOT
'MR' LOT
'MR' LOT
AUXILIARY LANE CONSTRUCTION REQUIRED
110m (min) NO ACCESS TO TAYLOR DRIVE
ACCESS LOCATIONS DETERMINED BY DEVELOPERS
110m (min) NO ACCESS TO TAYLOR DRIVE
TAYLOR DRIVE
68 STREET
69 STREET
'MR' FOR DISPOSAL
PROPOSED DEVELOPMENT
WEST OF TAYLOR DRIVE NORTH OF 67 STREET
22, November, 2005
1:3000
NORTH

APPENDIX A



PROPOSED DEVELOPMENT
WEST OF TAYLOR DRIVE NORTH OF 67 STREET

16 APRIL 2002 1:1000

APPENDIX B

Memo

Date: December 12, 2005

To: Kelly Kloss, Legislative and Administrative Manager

From: Howard Thompson, Land & Economic Development Manager and Russell Crook, Land Coordinator

RE: **Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive north of 67th Street)**

Background:

Land and Economic Development have received a request from Ronmor Developers Inc. to dispose of a small portion, 2292+/- square feet (approximately 0.05 acres) of the above captioned reserve lot. The area affected is shown on the attached sketch and is currently zoned P1. Part of the reserve lot was previously sold and consolidated with the adjacent lot in 2003 and this additional area is required for additional right in right out access to Taylor Drive. The site plan and development permit has been approved by MPC and development of the site is ongoing.

The request was circulated to all affected department managers with no objections received. The Recreation Parks and Culture Department offers no objections and this matter will be presented to the Recreation Parks and Culture Board on December 13th with a recommendation to approve this disposal. A report from PCPS requesting the rezoning of this land appears elsewhere on this agenda.

Financial implications

The purchase price of the land will be $7.75 per square foot based on the City's practice of discounting encumbered land to 75% of market value In this case market value is indicated by the purchase price of the adjacent parcel at $10.33 per square foot and the land will be encumbered with a utility right of way to preserve the City's ability to service underground utilities located within.

/2.

Memo

Recommendation:

That City Council approves the disposal and sale of Municipal Reserve described as;

> "All that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan _____ and containing 0.021 ha., more or less". Excepting thereout all mines and minerals.

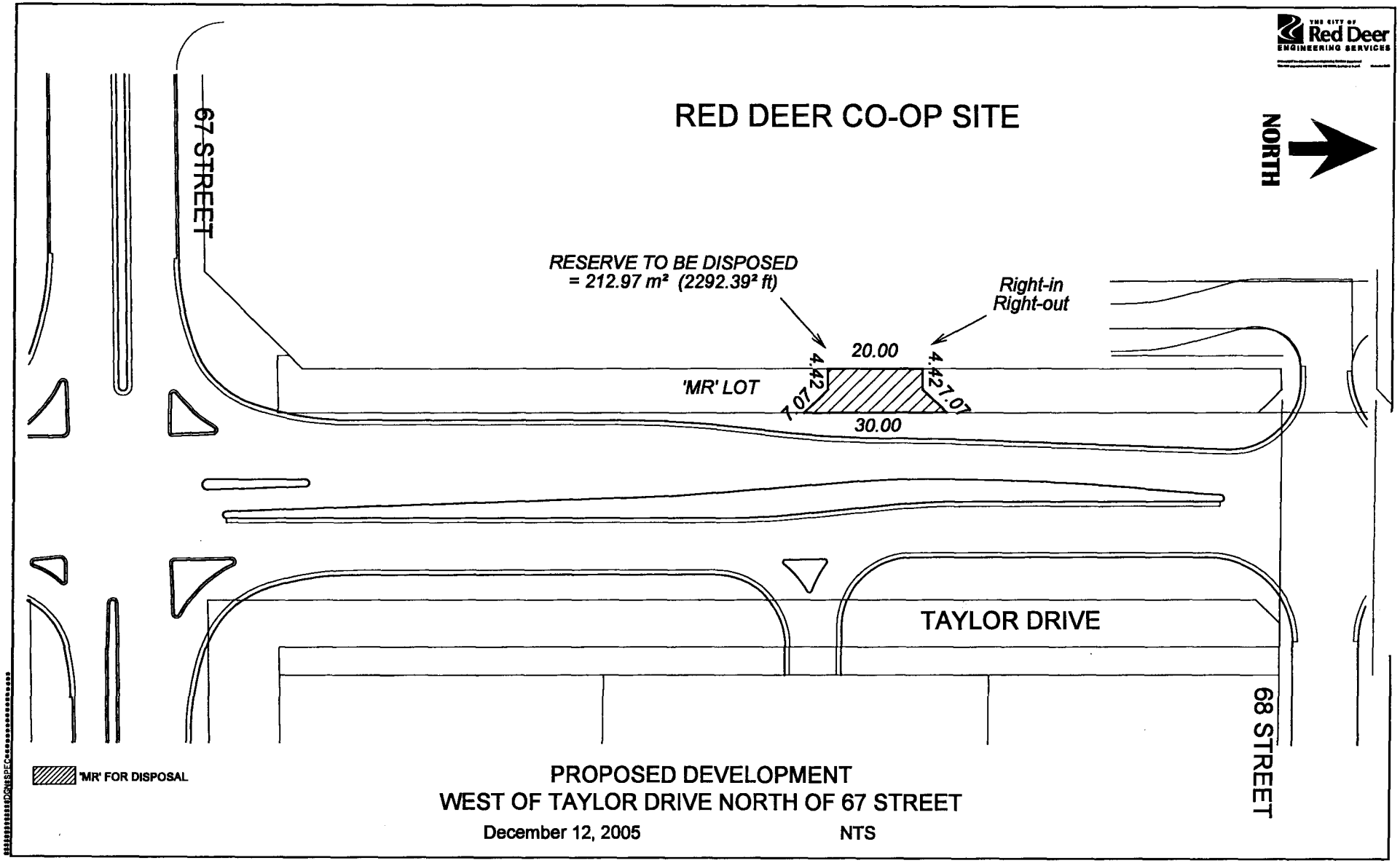
Subject to the following conditions:

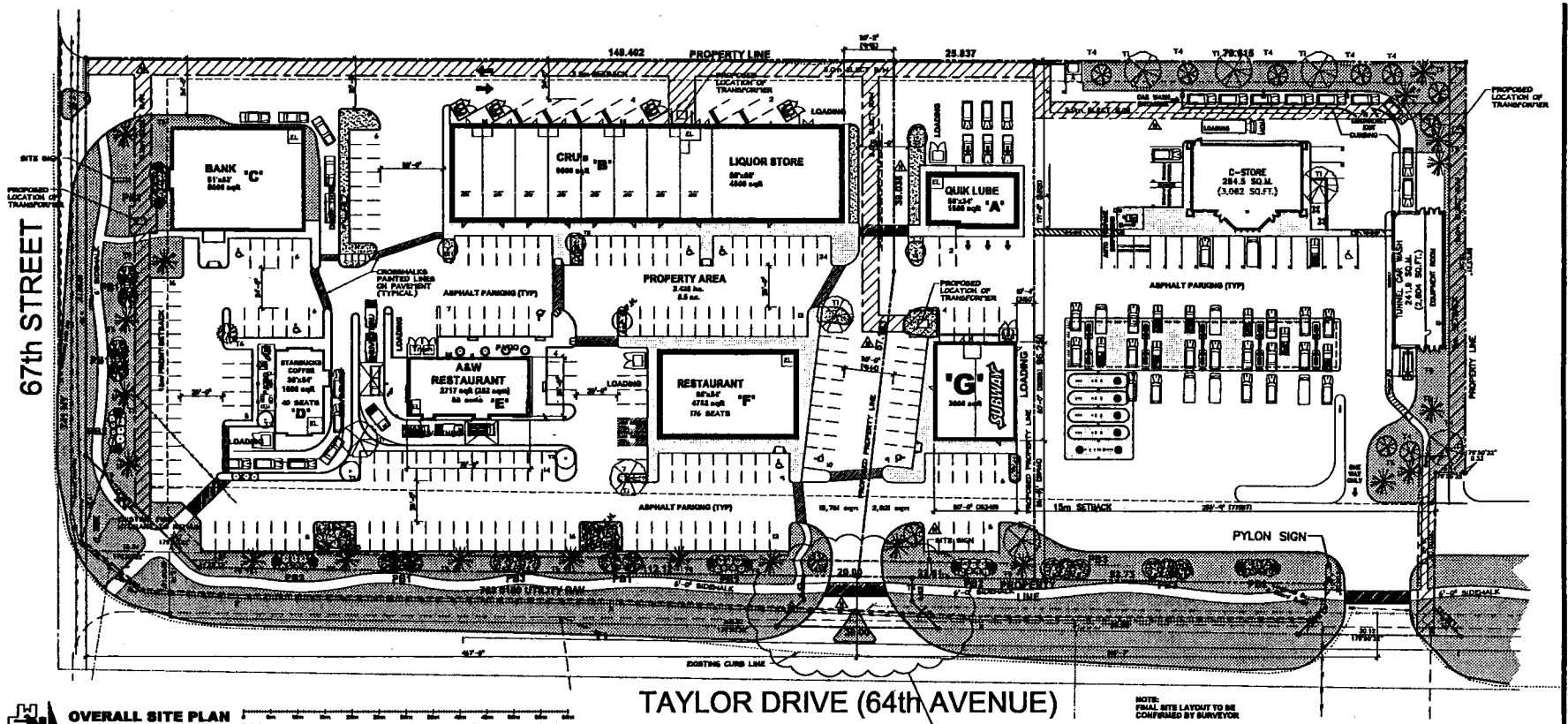
1. That the lands subject to the reserve closure be consolidated with the purchaser's adjacent land.
2. That the purchaser be responsible for all costs associated with advertising for the required public hearing.
3. That the purchaser be responsible for all costs associated with any required legal survey.
4. That the purchase price be $7.75 per square foot.
5. Approval for rezoning of this land from P1 to C2.

Howard Thompson
Land & Economic Development Manager

Russell Crook
Land Coordinator

Attach.


THE CITY OF Red Deer
ENGINEERING SERVICES
RED DEER CO-OP SITE
NORTH
67 STREET
RESERVE TO BE DISPOSED
= 212.97 m² (2292.39² ft)
Right-in
Right-out
20.00
4.42
4.42
7.07
7.07
'MR' LOT
30.00
TAYLOR DRIVE
68 STREET
'MR' FOR DISPOSAL
PROPOSED DEVELOPMENT
WEST OF TAYLOR DRIVE NORTH OF 67 STREET
December 12, 2005
NTS



OVERALL SITE PLAN
SCALE 1"=30'-0"

MR PROPERTY TO BE PURCHASED

NOTE:
FINAL SITE LAYOUT TO BE CONFIRMED BY SURVEYOR

LEGAL DESCRIPTION

LOT: 8
BLOCK: 1
PLAN: 992 4138
67th ST TAYLOR DRIVE
RED DEER, ALBERTA

BYLAW INFORMATION

ZONING:
ZONING C4 - COMMERCIAL (MAJOR ARTERIAL) DISTRICT
TOTAL SITE SIZE:
24 277.5 m² (261 926 SqFt.) 6.0 acres
FLOOR AREA:
REQUIRED: MAX 1/2 (50%) OF SITE AREA
PROVIDED: 814.66 COVERAGE - 8548.1 m² (37 928 ft²)
BUILDING HEIGHT:
REQUIRED: MAX. 8 STOREY
PROVIDED: 1 STOREY, 10.0m
FRONT YARD:
REQUIRED: 6.0m (20.0')
REAR YARD:
REQUIRED: 6.0m (20.0')
SIDE YARD:
REQUIRED: 3.0m ONE SIDE & 3.0m ABUTTING STREET
LANDSCAPING:
40% OF THE FRONT YARD, EXCEPT 8M OF SITE AREA MAY BE DEEMED REQUIRED BY DEVELOPMENT AUTHORITY
REQUIRED (40% FRONT YARD): 366 sqm
PROVIDED: 705 sq.m
REQUIRED (10% OF SITE): 2642 sq.m
PROVIDED: 4005 sq.m 15%

PARKING:

BUILDING:	REQUIRED:	PROVIDED:
BLDG 'A' (REPAIR SERVICE)	2 per 100m² = 4	
BLDG 'B' (SALES)	2.5 per 100m² = 18	
BLDG 'C' (BANK)	2.5 per 100m² = 16	
BLDG 'D' (FAST FOOD)	1 SEATS = 40	
BLDG 'E' (FAST FOOD)	1 SEATS = 50	
BLDG 'F' (RESTAURANT)	1 SEATS = 44	
BLDG 'G' (SALES)	2 per 100m² = 6	
C-STORE	2 per 100m² = 16	
		35 STALLS
TOTAL	200 STALLS	269 STALLS (2.6m x 5.5 m)

LOADING ZONE:
REQUIRED: 1 per BUILDING = 6 STALL(S)
PROVIDED: AS SHOWN STALL(s), 2.6m x 10.0m

LANDSCAPING LEGEND

OVERALL PLANTINGS
- MIX GRASS AREAS - SODDED
- EXTENTS OF CEDAR BARK CHIP PLANTING BEDS (SEE GENERAL NOTES)

DECIDUOUS BUSHES

A	RED OSIER DOGWOOD ('COMMUS SERICEA 'KELSEYI')	(QTY 12)
B	SHRUBBY POTENTILLA ('POTENTILLA FRUTICOSA') (TIBL 600mm (2'-0") HT. or SPREAD)	(QTY 36)
C	PURPLE LEAF SANDCHERRY ('PRUNUS X CISTENA') (TIBL 600mm (2'-0") HT. or SPREAD)	(QTY 27)
D	DART'S GOLD NINEBARK ('PHYSOCARPUS OPULIFOLIUS') (TIBL 600mm (2'-0") HT. or SPREAD)	(QTY 10)
	REQUIRED = 73 PROVIDED = 87	

CONIFEROUS SHRUBS

E	JUNIPER ('JUNIPERUS COTTSUNE') (TIBL 600mm (2'-0") SPREAD)	(QTY 16)
F	UPRIGHT CEDAR ('THUJA OCCIDENTALIS 'HOLMSTRUP') (TIBL 600mm (2'-0") HT.)	(QTY 12)
G	HUGO PINE ('PINUS MUGO') (TIBL 600mm (2'-0") SPREAD)	(QTY 12)
	REQUIRED = 56 PROVIDED = 40	

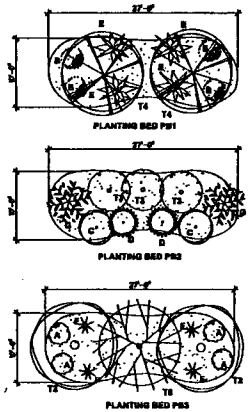
DECIDUOUS TREES

T1	BLACK ASH ('FRAXINUS NIGRA 'FALLGOLD') (TIBL 75mm (3") CALIPER)	(QTY 15)
T2	CHOKECHERRY ('PRUNUS VIRGINIANA 'SCHUBERT') (TIBL 75mm (3") CALIPER)	(QTY 15)
T3	SWEDISH COLUMNAR ASPEN ('POPULUS TREMULA 'ERECTA') (TIBL 75mm (3") CALIPER)	(QTY 15)
	REQUIRED = 45 PROVIDED = 45	

CONIFEROUS TREES

T4	COLORADO BLUE SPRUCE ('PICEA PUNGENS 'GLAUCA') (TIBL 2.5m (8'-0") HT.)	(QTY 17)
T5	SCOTCH PINE ('PINUS SYLVESTRIS') (TIBL 2.5m (8'-0") HT.)	(QTY 20)
T6	SIBERIAN LARCH ('LARIX SIBIRICA') (TIBL 2.5m (8'-0") HT.)	(QTY 6)
	REQUIRED = 45 PROVIDED = 45	

NOTES:
- AREAS OF ANNUAL PLANTINGS or FLOWER BEDS SHALL BE BY THE OWNER.
- REFER TO GENERAL NOTES FOR LANDSCAPE & PLANTING NOTES & SPECIFICATIONS.



DPM-LONG

NO.	REVISION	DATE
1	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
2	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
3	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
4	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
5	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
6	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
7	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
8	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
9	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
10	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
11	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
12	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
13	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
14	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
15	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
16	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
17	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
18	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
19	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009
20	ISSUED FOR DEVELOPMENT PERMIT	MAY 15, 2009

BEARDEN
Engineering & Architectural Consulting
Suite 1, 4311 - 49 Street, Red Deer, Alberta T4N 1V1
Phone: (403) 340-1212 Fax: (403) 340-1217

PROJECT: PROPOSED DEVELOPMENT ON 67TH STREET AND TAYLOR DRIVE
LOCATION: RED DEER, ALBERTA
DRAWING TITLE: OVERALL SITE PLAN
JOB NUMBER: 04-315
DRAWING NUMBER: DP1
OF 1

THE CITY OF
Red Deer
Legislative & Administrative Services

Date: **December 14, 2005**

To: **Legislative & Administrative Services Manager**

From: **Recreation & Parks Board**

Re: **Proposal to Purchase a Portion of Municipal Reserve, Lot R1, Plan 762-0159, Located North of 67 Street and West of Taylor Drive (Adjacent to Old Red Deer Bottling Site)**

At the December 13, 2005 Recreation & Parks Board meeting members reviewed a report from the Community Development & Planning Coordinator dated December 12, 2005 regarding the disposal of a portion of municipal reserve located north of 67 Street and west of Taylor drive (Lot R1, Block 1, Plan 762-0159) for the purpose of providing road access into the new commercial development. The following motion was passed.

> "***Resolved*** that the Recreation & Parks Board recommend that Council of the City of Red Deer support that approximately 2,300 square feet of municipal reserve located north of 67 Street and west of Taylor Drive (portion of Lot R1, Block 1, Plan 762-0159) be disposed of for the purpose of providing road access into the new commercial development located on the old Red Deer Bottling site, at the cost of approximately $7.75 per square foot."

The above is submitted for Council's consideration.

for Kristine Dugas, Chairperson
Recreation & Parks Board

/lk

c Recreation, Parks & Culture Manager
Community Development & Planning Coordinator

Back up

PARKLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta, T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
E-mail: pcps@pcps.ab.ca

Mr. Marty Schmidt
Bearden Engineering
1, 4646 Riverside Drive
Red Deer, AB T4N 6Y5

November 15, 2005

Re. Lot 6 Block 1 Plan 032 4128 (former Red Deer Bottling Site)
Proposed Rezoning to C2 Commercial (District Shopping Centre) District

Further to your letter dated October 6, 2005 and our referral of the application the responses from all referral agencies are summarized as follows:

1. The south right-in right-out access from Taylor Drive is inconsistent with the "Planning and Development Guidelines for Taylor Drive between 67 Street and 65 Avenue". Although not a statutory document these guidelines will have to be amended to ensure their continued relevance. Since the Municipal Planning Commission already approved a site plan showing the proposed third access The City will undertake the revisions to the Guidelines. The revised Guidelines will be presented to City Council at the same time as the redistricting of the site to C2.

2. At the same time as the rezoning Council would also have to consider the closure and disposal of municipal reserve in order to permit the proposed south right-in right-out access. All related costs would have to be paid by the developer. Please contact Mr. Russell Crook at the Land & Economic Development Department (342-8292) for further details.

3 The developer is encouraged to consider pedestrian access and on-site movement, connectivity to public transit, appropriate sidewalks, bus stop pads and curb cuts to provide accessibility to and within the site. The Transit Manager (Mr. Kevin Joll, 342-8228) could be contacted with any questions in this regard.

4. Prior to construction the developer must contact Mr. Rick Maclise (EL&P 342-8274) as plans are finalized for each building stage. Please reference EL&P File No. 03-070 in all future correspondence regarding this site.

Please call me to discuss the next steps.

Sincerely

Johan van der Bank ACP MCIP
Planner

cc: Russell Crook, Land & Appraisal Coordinator
Kevin Joll, Transit Manager
Rick Maclise, Electric Light & Power
Kelly Kloss, Legislative & Administrative Services Manager – note that the application may not be ready for the December 5, 2005 City Council agenda

FILE

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: October 11, 2005

TO: Tony Lindhout, Parkland Community Planning Services

FROM: Kelly Kloss, Legislative & Administrative Services Manager

SUBJECT: Request for Comments – By Monday, November 28, 2005
Request for Rezoning from Bearden Engineering –
Dated October 6, 2005 - Rezoning from C4 to C2
NW Corner of 67 Street & Taylor Drive

Please review the attached letter from Bearden Engineering, dated October 6, 2005, and provide your comments, and those of other affected City Departments, regarding a request to rezone the NW corner of 67th Street and Taylor Drive from C4 to C2.

Your comments are requested by Monday, November 28, 2005 for the Monday, December 5, 2005 Council Agenda. Let me know if this date is not suitable.

Kelly Kloss
Manager

/attach.

THE CITY OF
Red Deer

FILE

LEGISLATIVE & ADMINISTRATIVE SERVICES

October 11, 2005

Mr. M. Schmidt
Bearden Engineering
#1, 4646 Riverside Drive
Red Deer, AB T4N 6Y5

Dear Marty:

Re: Request for Rezoning from C4 to C2
NW Corner of 67 Street and Taylor Drive

Your request for rezoning the NW corner of 67 Street and Taylor Drive from C4 to C2 was received in this office on October 7, 2005 and has been forwarded to City Administration for comment.

I will advise you when this item will be presented to Council.

Please call if you have any questions.

Sincerely,

Kelly Kloss
Manager

c Parkland Community Planning Services

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

BEARDEN ENGINEERING
ARCHITECTURAL & ENGINEERING CONSULTING

RECEIVED
OCT 0 6 2005
City of Red Deer

October 6, 2005

Job No. 04-315

City of Red Deer
Legislative & Administrative Services
Box 5008
Red Deer, AB
T4N 3T4

Attn: Mr. Kelly Kloss, Manager

Dear Mr. Kloss:

Re: Commercial Site at NW corner of 67 Street & Taylor Drive
Lot 6, Block, Plan 032 4128; Site Size: 6.0 acres

Bearden Engineering Consultants has been requested by Ronmor Developers Inc., owners of the above-noted property to make an application for re-designating the site from the current C4 zoning to C2 zoning. Based on our review of the current By-laws, it appears that this site would fit within the parameters for the C2 (District) section.

As you may be aware, an application for site development has been approved (copy of Site Plan attached) and preliminary site grading has commenced.

While market response to establishing businesses in this project is strong, there are potential tenants (office related, personal health care, etc.) who would be precluded because of the current C4 zoning restrictions.

Given the size of this development, and the certainty of similar developments occurring on adjacent property in the future, we believe the C2 designation would be appropriate. The commercial activities and prospective professional services available at this location will attract customers from a significantly large section of West and Northwest Red Deer, as well as from Red Deer County.

From conversation today with Mr. Johan van der Bank (PCPS – Planner), we have been made aware that a planning guideline was prepared in 2002 concerning this area. Based on our understanding of that document, it appears that it may need to be reconsidered in light of the plan now approved for this site.

On behalf of our Client and in hopes of expediting the approval procedure, we therefore request that the City and PCPS review the guideline concurrently with setting the re-zoning process in motion.

We would appreciate being advised at your earliest convenience as to the timetable and cost that we should anticipate in completing this process.

#1, 4646 Riverside Drive, Red Deer, Alberta T4N 6Y5 • Phone: (403) 343-6858 Fax: (403) 343-2122
Website: www.beardenengineering.com • Email: mail@beardenengineering.com

If you have any questions or require additional information to support this letter of application for re-zoning, please contact the undersigned or Mr. Steve Chow, P. Eng. of our firm.

Yours sincerely,
BEAREN ENGINEERING CONSULTANTS LTD.

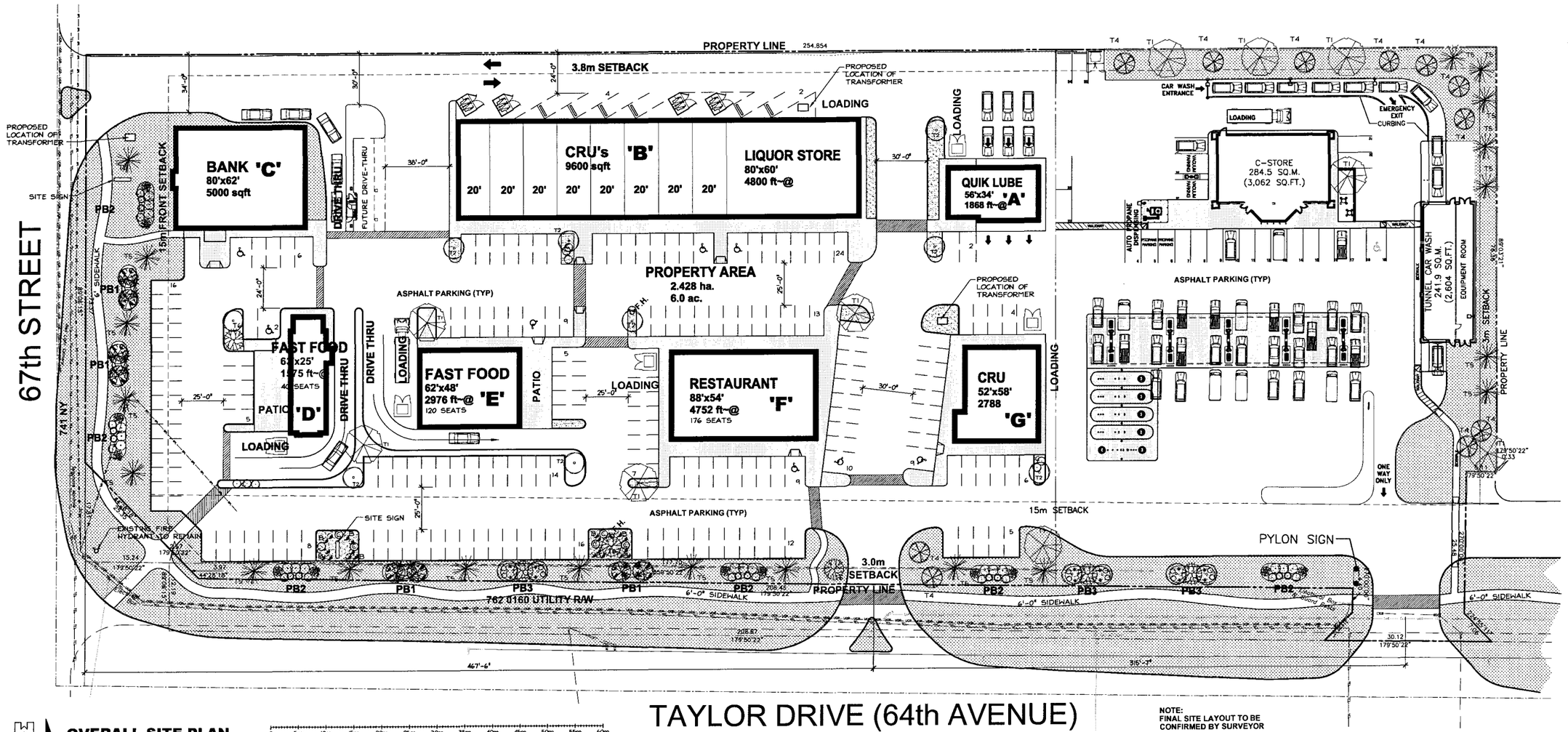
per: Marty Schmidt, B.A., M.A.
Business Development Manager

ref: Steve Chow, P. Eng. (Partner-in-Charge)

cc Mr. Doug Porozni (Ronmor Developments Inc)
Mr. Tony Lindhout (PCPS – City Planning Manager)
Mr. Johan van der Bank (PCPS – Planner)

Attach: Site Plan

THE COPYRIGHT OF ALL DESIGNS AND DRAWINGS IS THE PROPERTY OF BEARDEN ENGINEERING. ANY REPRODUCTION, DISTRIBUTION AND/OR USE OF THESE DRAWINGS FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY BEARDEN ENGINEERING IS PROHIBITED.
DRAWINGS ARE TO BE READ, NOT SCALED. CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE AND REPORT ANY ERRORS OR OMISSIONS TO BEARDEN ENGINEERING PRIOR TO CONSTRUCTION.



OVERALL SITE PLAN

SCALE 1"=30'-0"

NOTE:
FINAL SITE LAYOUT TO BE CONFIRMED BY SURVEYOR

LEGAL DESCRIPTION

LOT: 6
BLOCK: 1
PLAN: 032 4128
67th & TAYLOR DRIVE
RED DEER, ALBERTA

BYLAW INFORMATION

ZONING:
ZONING C4 - COMMERCIAL (MAJOR ARTERIAL) DISTRICT

TOTAL SITE SIZE:
24 277.9m² (261 325 SqFt) 6.0 acres

FLOOR AREA:
REQUIRED: MAX 1/3 (33%) OF SITE AREA
PROVIDED: ±14.5% COVERAGE - 3513.9 m² (37 823 ft²)

BUILDING HEIGHT:
REQUIRED: MAX. 3 STOREY
PROVIDED: 1 STOREY, ±8.0m

FRONT YARD:
REQUIRED: 15.0m (50.0')

REAR YARD:
REQUIRED: 3.0m (10.0')

SIDE YARD:
REQUIRED: 3.8m ONE SIDE & 3.0m ABUTTING STREET

LANDSCAPING:
40% OF MIN. FRONT YARD, EXCEPT 15% OF SITE AREA MAY BE DEEMED REQUIRED BY DEVELOPMENT AUTHORITY
REQUIRED (40% FRONT YARD): 486 sqm
PROVIDED 901 sq m 74%
REQUIRED (15% OF SITE): 3642 sq m
PROVIDED 4000 sq m 16%

PARKING:

BUILDING:	REQUIRED:	PROVIDED:
BLDG 'A' (REPAIR SERVICE)	2 per 93m² = 4	
BLDG 'B' (SALES)	5.1 per 93m² = 68	
BLDG 'C' (BANK)	2.5 per 93m² = 13	
BLDG 'D' (FAST FOOD)	1 per 4 SEATS = 10	
BLDG 'E' (FAST FOOD)	1 per 4 SEATS = 30	
BLDG 'F' (RESTAURANT)	1 per 4 SEATS = 44	
BLDG 'G' (SALES)	5.1 per 93m² = 15	
C-STORE	5.1 per 93m² = 16	25 STALLS
TOTAL	200 STALLS	213 STALLS (2.6m x 5.5 m)

LOADING ZONE:
REQUIRED: 1 per BUILDING = 8 STALL(S)
PROVIDED: AS SHOWN STALL(S), 2.6m x 10.8m

DRAWN SMB/MDC
CHECKED ---
SCALE 1"=30'-0"
PLOT DATE/TIME JULY 5, 05 4:11:49 PM
PRINT DATE STAMP

DPRS.DWG

NO.	REVISION	DATE

STAMPS

BEARDEN
Engineering & Architectural Consulting
#1, 4808 - 49 Street, Red Deer, Alberta T4N 1V1
Ph: (403) 343-6866 Fax: (403) 343-2122 www.Bearden.ca

PROJECT
PROPOSED DEVELOPMENT ON
67TH STREET AND
TAYLOR DRIVE
RED DEER, ALBERTA
LOCATION

DRAWING TITLE
OVERALL SITE PLAN

JOB NUMBER
04-315

DRAWING NUMBER
DP1
OF 1

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Mr. D. Porozni
Ronmor Developers Inc.
#250, 5920 – 1A Street S.E.
Calgary, AB T2H 0G3

Dear Mr. Porozni:

Proposed Rezoning – Red Deer Co-op Site
NW Corner of Taylor Drive and 67 Street – Taylor Plaza
Land Use Bylaw Amendment 3156/MM-2005
Request to Dispose Municipal Reserve – Lot R-1, Block 1, Plan 762 –0159 (Adjacent to Taylor Drive North of 67th Street)

At the City of Red Deer's Council Meeting held January 16, 2006, Public Hearings were held with respect to Land Use Bylaw Amendment 3156/MM-2005 and disposal of municipal reserve. Following the Public Hearings, Land Use Bylaw Amendment 3156/MM-2005 was given second and third readings, a copy of which is attached.

Land Use Bylaw Amendment 3156/MM-2005 provides for the rezoning of a portion of the NW corner of Taylor Drive and 67 Street from C4 to C2 to provide medical offices in a proposed Taylor Plaza development.

Council also passed the following resolution regarding the Disposal of Municipal Reserve:

> "***Resolved*** that Council of the City of Red Deer, having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street), hereby agrees to the disposal of municipal reserve lands described as:
>
> > "All that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan _____and containing 0.021 ha., more or less,." "Excepting thereout all mines and minerals."

. . .2/

The Disposal of Municipal Reserve of Lot R-1, Block 1, Plan 762 0159, involving approximately 0.05 acres, is required for additional right in right out access to Taylor Drive.

Please contact Mr. Howard Thompson, Land & Economic Development Manager, at 342-8364 if you have any questions.

Sincerely,

Kelly Kloss
Manager

c Parkland Community Planning Services
R. Crook, Land & Economic Development

GOLDEN WEST
LUB 3156/MM-2005 & DISPOSAL OF MR

DESCRIPTION: Disposal of a portion of MR adjacent to Taylor Drive north of 67 Street & LUB amendment to provide for rezoning from P1 and C4 to C2 (Red Deer Co-Op site).

FIRST READING: December 19, 2005

FIRST PUBLICATION: December 30, 2005

SECOND PUBLICATION: January 6, 2006

PUBLIC HEARING & SECOND READING: January 16, 2006

THIRD READING: January 16, 2006

LETTERS REQUIRED TO PROPERTY OWNERS: YES ☑ NO ☐

DEPOSIT? YES ☑ $ 400.- NO ☐ BY: Rommor Developers

ACTUAL COST OF ADVERTISING:

$ 353.60 X 2 TOTAL: $ 707.20

MAP PREPARATION: $

TOTAL COST: $ 707.20

LESS DEPOSIT RECEIVED: $ (400.-)

AMOUNT OWING/ (REFUND): $ 307.20

INVOICE NO.: 175204

(Account No. 180.5901) Batch # 732969

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

December 28, 2005

«Prime_Owner_Name»
«Owner_Address_1»
«Owner_Address_2»
«Owner_Address_3»

Dear Sir/Madam:

Re: Land Use Bylaw Amendment 3156/MM-2005 - Golden West Neighbourhood

Red Deer City Council is considering a change to the Land Use Bylaw that controls the use and development of land and buildings in the city. As a property owner in the area of proposed changes, you have an opportunity to ask questions about the intended use and to let Council know your views.

Council proposes to dispose of a portion of the **Municipal Reserve** adjacent to Taylor Drive north of 67 Street, containing approximately 0.05 acres, known as "all that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan ____ and containing 0.021 ha., more or less" for right in, right out access to Taylor Drive.

City Council also proposes to pass **Land Use Bylaw Amendment 3156/MM-2005,** which provides for the rezoning of the northwest corner of Taylor Drive and 67 Street (Taylor Plaza – Red Deer Co-op Site) from P1 Parks and Recreation District and C4 Commercial (Major Arterial) District to C2 Commercial (Regional and District Shopping Centre) District. The proposed bylaw may be inspected by the public at Legislative & Administrative Services, 2nd Floor of City Hall during regular office hours, or for more details contact the city planners at Parkland Community Planning Services at 343-3394.

City Council will hear from any person claiming to be affected by the proposed bylaw at a Public Hearing on **Monday, January 16, 2005,** at 7:00 p.m. in Council Chambers, 2nd floor of City Hall. If you want your letter or petition included on the Council agenda you must submit it to our office by **Tuesday, January 10, 2005.** Otherwise, you may submit your letter or petition at the Council meeting or you can simply tell Council your views at the Public Hearing. Any submission will be public information. If you have any questions regarding the use of this information, please contact Legislative & Administrative Services at 342-8132.

Yours truly,

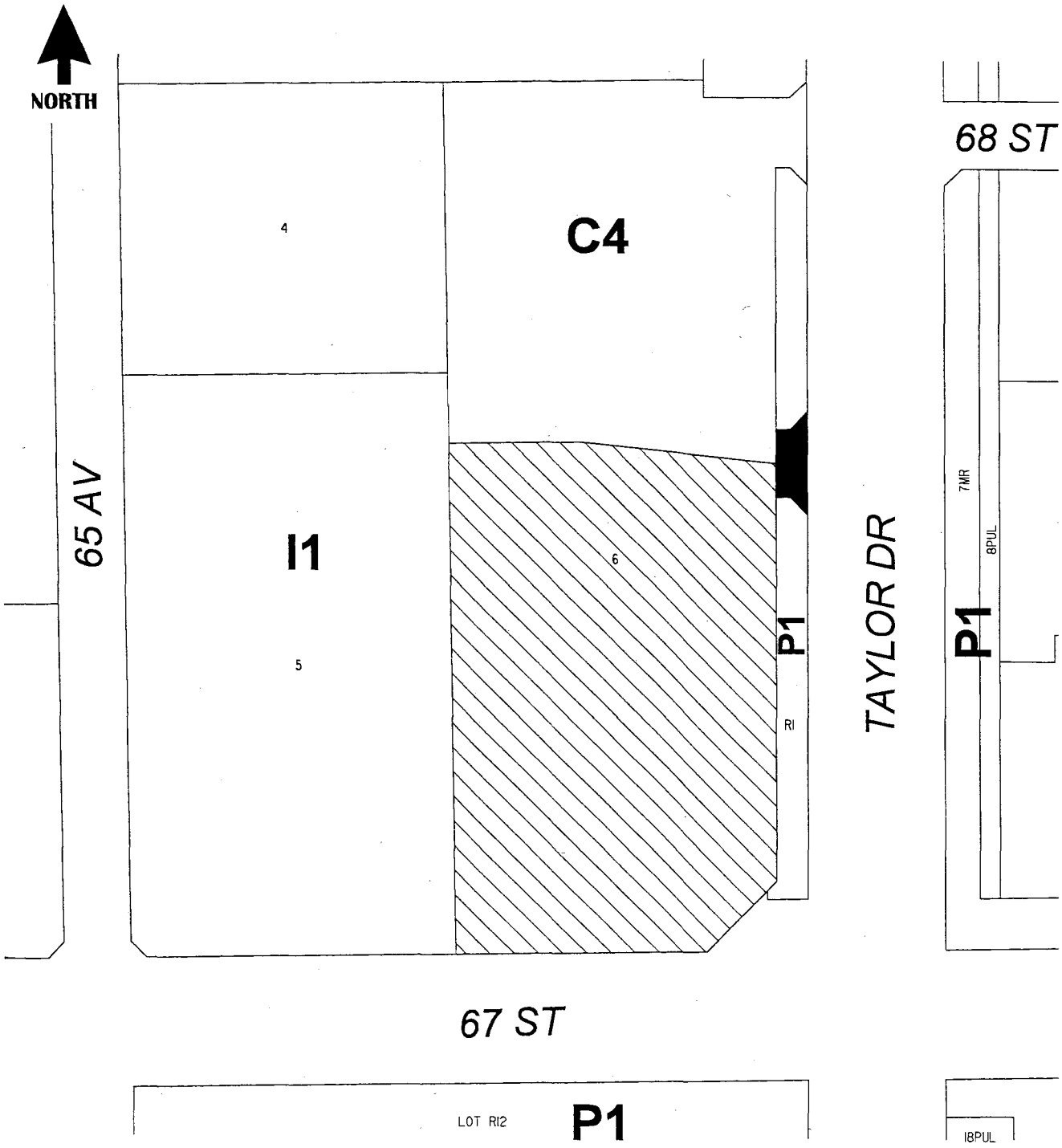
Kelly Kloss
Manager, Legislative & Administrative Services

/te
encl.

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

THE CITY OF Red Deer

PROPOSED MUNICIPAL RESERVE DISPOSAL
WEST OF TAYLOR DR NORTH OF 67 ST



Change from:
P1 to C2
C4 to C2

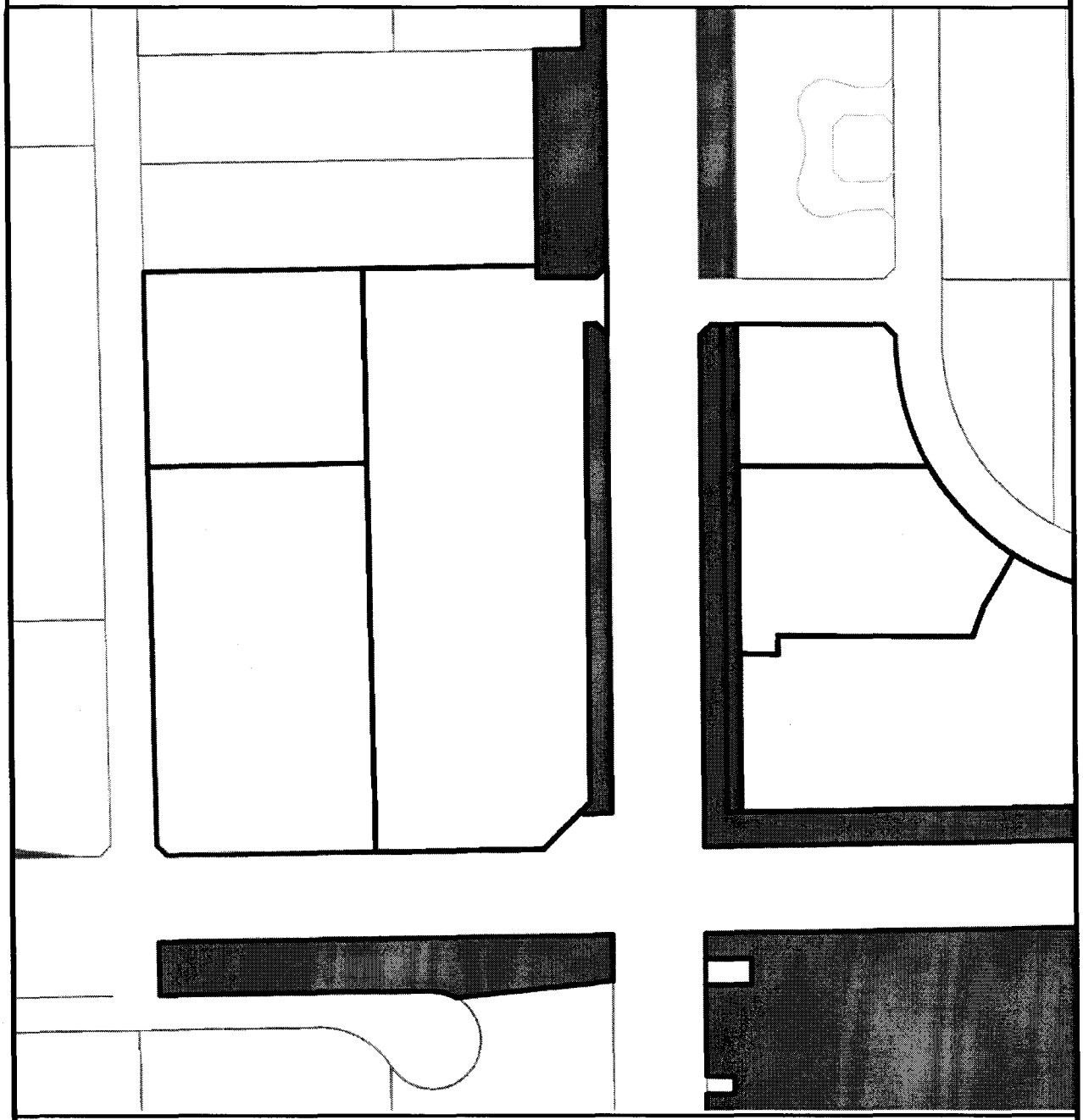
AFFECTED DISTRICTS:
P1 - Parks and Recreation District
C2 - Commercial (Regional and District Shopping Centre) District
C4 - Commercial (Major Arterial) District

MAP No. 35 / 2005
BYLAW No. 3156 / MM - 2005

Prime Owner Name	Owner Address 1	Owner Address 2	Owner Address 3
RED DEER CO OP LIMITED	5118 47 AV	RED DEER, AB T4N 3P7	
ATCO GAS AND PIPELINES LTD	10035 105 ST	EDMONTON, AB T5J 2V6	
THE BOARD OF TRUSTEES	OF RED DEER CATHOLIC REG DIVE	5210 61 ST APT 39	RED DEER, AB T4N 6N8
PARKLAND FUNERAL HOME	AND CREMATORIUM LTD	6287 67A ST	RED DEER, AB T4P 3V9
ALGLO HOLDINGS LTD	6444 67 ST	RED DEER, AB T4P 1A1	
477599 ALBERTA LTD	4040 BLACKFOOT TRAIL SE	CALGARY, AB T2G 4E6	
PRECISION ENERGY SERVICES LTD	4200-150 6 AVE SW	CALGARY, AB T2P 3Y7	

THE CITY OF Red Deer

LUB Amendment 3156/MM-2005



Redgis

2005/12/20
Scale 1 : 2779

The City of Red Deer does not guarantee the accuracy of the information.
Data to be used as information only.

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THE CITY OF Red Deer

THE CITY OF RED DEER

Legislative & Administrative Services Department Payment Receipt

05	12	28
Year	Month	Day

Name: Taylor Plaza **Reference:** LUB advertising

ITEM	Account Number (Business Unit.Object.Subsidiary)	Subledger	T	Asset ID No.	Amount
L.U.B. Advert	180 .~~59.~~5901				400.00
D.A.B. Fee	54.5722				
D.A.B. Advert	54.5901				
	GST. REGISTRATION # R119311785			**TOTAL**	400 00

PAID
CITY OF RED DEER
DEC 28 2005
AMT 400-

NOT VALID UNLESS MACHINE PRINTED HERE

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

December 20, 2005

Fax: (403) 255-2516

Mr. D. Porozni
Ronmor Developers Inc.
#250, 5920 – 1A Street S.E.
Calgary, AB T2H 0G3

Dear Mr. Porozni:

Proposed Rezoning – Red Deer Co-op Site
NW Corner of Taylor Drive and 67 Street – Taylor Plaza
Land Use Bylaw Amendment 3156/MM-2005
Request to Dispose Municipal Reserve – Lot R-1, Block 1, Plan 762 –0159 (Adjacent to Taylor Drive North of 67th Street)

Red Deer City Council gave first reading to *Land Use Bylaw Amendment 3156/MM-2005* at the City of Red Deer's Council Meeting held Monday, December 19, 2005. For your information a copy of the bylaw is attached.

Land Use Bylaw Amendment 3156/MM-2005 provides for the rezoning of a portion of the NW corner of Taylor Drive and 67 Street from C4 to C2 to provide medical offices in a proposed Taylor Plaza development.

Council also passed the following resolutions regarding the Disposal of Municipal Reserve:

> ***"Resolved*** that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street) hereby agrees to the sale of Municipal Reserve subject to the following:
>
> 1. The lands subject to the reserve closure be consolidated with the purchaser's adjacent land.
>
> 2. The purchaser be responsible for all costs associated with advertising and costs associated with any required legal survey.

. . .2/

3. The purchase price be $7.75 per square foot.

4. Approval of the disposal of municipal reserve.

5 Approval of the Land Use Bylaw Amendment for rezoning of the land from P1 to C2.

"***Resolved*** that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street) hereby agrees that the following resolution be considered at the Council Meeting of Monday, January 16, 2006:

> "***Resolved*** that Council of the City of Red Deer, having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street), hereby agrees to the disposal of municipal reserve lands described as:
>
> > "All that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan _____and containing 0.021 ha., more or less,." "Excepting thereout all mines and minerals."

The Disposal of Municipal Reserve of Lot R-1, Block 1, Plan 762 0159, involving approximately 0.05 acres, is required for additional right in right out access to Taylor Drive.

Council must hold Public Hearings before giving second and third readings to the bylaw and disposal of municipal reserve. This office will now advertise for the Public Hearings to be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers of City Hall during Council's regular meeting.

. . .3/

According to the *Land Use Bylaw*, the City requires a deposit before public advertising. An amount equal to the estimated cost of advertising, which in this instance is $400, is required by Wednesday, December 28, 2005. You will be invoiced for or refunded the difference once the actual cost of advertising is known.

Please call Mr. Howard Thompson, Land & Economic Development Manager, at 342-8364 , if you have any questions.

Sincerely,

Kelly Kloss
Manager

c Parkland Community Planning Services
R. Crook, Land & Economic Development
C. Adams, Administrative Assistant

THE CITY OF Red Deer

Council Decision – December 19, 2005

Legislative & Administrative Services

DATE: **December 20, 2005**

TO: **Tony Lindhout, Parkland Community Planning Services**
Howard Thompson, Land & Economic Development Manager

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Proposed Rezoning – Red Deer Co-op Site**
NW Corner of Taylor Drive and 67 Street – Taylor Plaza
Land Use Bylaw Amendment 3156/MM-2005
Request to Dispose Municipal Reserve – Lot R-1, Block 1, Plan 762 –0159
(Adjacent to Taylor Drive North of 67th Street)

Reference Report:
Parkland Community Planning Services, dated December 12, 2005 and Land & Economic Development Manager, dated December 12, 2005

Resolutions:

"*Resolved* that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street) hereby agrees to the sale of Municipal Reserve subject to the following:

1. The lands subject to the reserve closure be consolidated with the purchaser's adjacent land.

2. The purchaser be responsible for all costs associated with advertising and costs associated with any required legal survey.

3. The purchase price be $7.75 per square foot.

4. Approval of the disposal of municipal reserve.

5 Approval of the Land Use Bylaw Amendment for rezoning of the land from P1 to C2.

..2/

"***Resolved*** that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street) hereby agrees that the following resolution be considered at the Council Meeting of Monday, January 16, 2006:

> "***Resolved*** that Council of the City of Red Deer, having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street), hereby agrees to the disposal of municipal reserve lands described as:
>
> > "All that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan _____and containing 0.021 ha., more or less,." "Excepting thereout all mines and minerals."

Bylaw Readings:
Land Use Bylaw Amendment 3156/MM-2005 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes
Public Hearings will be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

. . .3/

Comments/Further Action:
Land Use Bylaw Amendment 3156/MM-2005 provides for the rezoning of a portion of the NW corner of Taylor Drive and 67 Street from C4 to C2 to provide medical offices in a proposed Taylor Plaza development. The Disposal of Municipal Reserve of Lot R-1, Block 1, Plan 762 0159, involving approximately 0.05 acres, is required for additional right in right out access to Taylor Drive. This office will now proceed with the advertising for the Public Hearings. Ronmor Developers Inc. will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager

/chk
/attach.

c Director of Development Services
Inspections & Licensing Manager
Land Coordinator
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3156/MM-2005

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, ENACTS AS FOLLOWS:

1. The "Land Use District Map D12" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use Bylaw Amendment Map No. 35/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

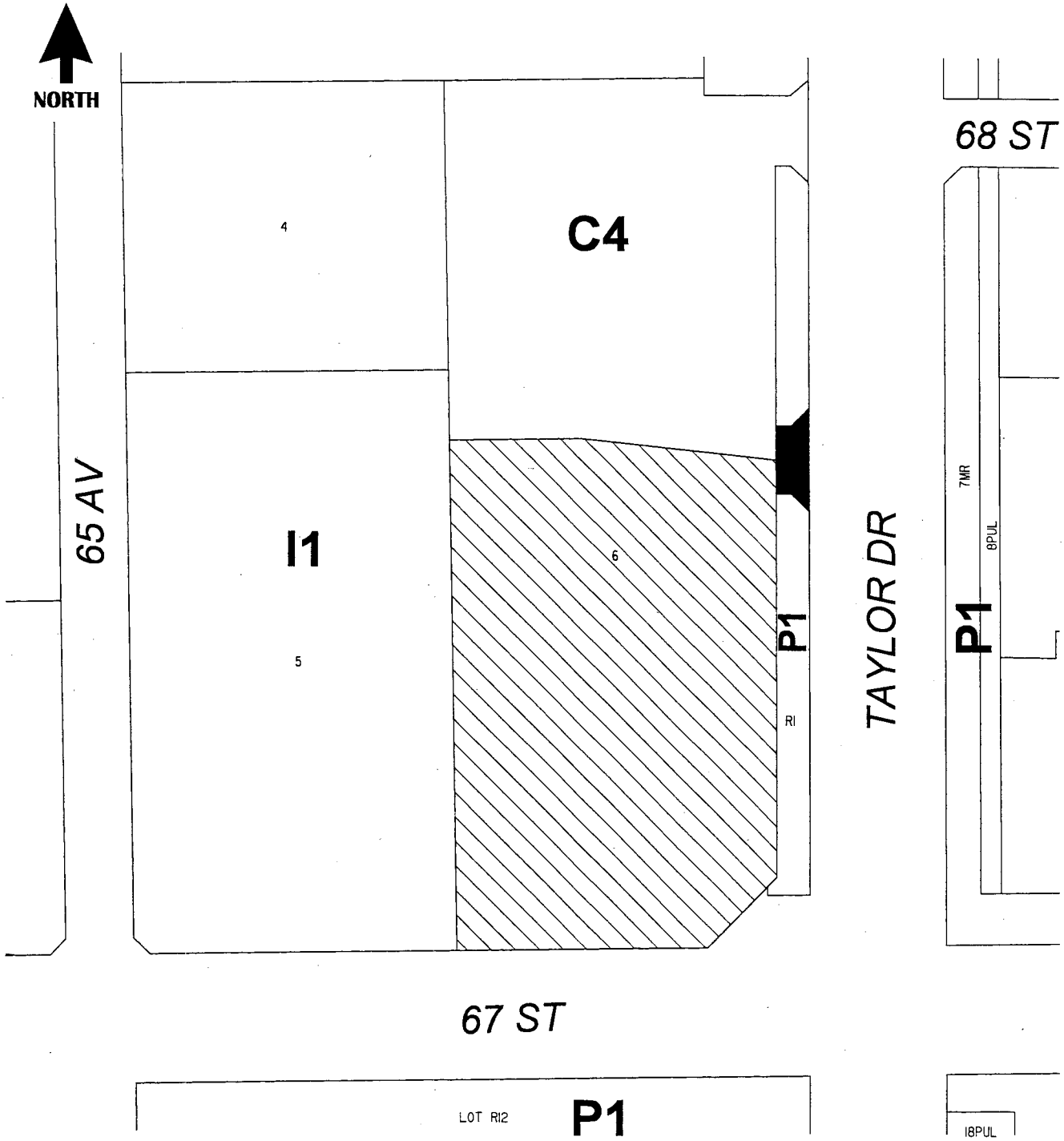
AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

THE CITY OF Red Deer

PROPOSED MUNICIPAL RESERVE DISPOSAL
WEST OF TAYLOR DR NORTH OF 67 ST



Change from:
P1 to C2
C4 to C2

AFFECTED DISTRICTS:
P1 - Parks and Recreation District
C2 - Commercial (Regional and District Shopping Centre) District
C4 - Commercial (Major Arterial) District

MAP No. 35 / 2005
BYLAW No. 3156 / MM - 2005

PARKLAND COMMUNITY PLANNING SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta, T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
E-mail: pcps@pcps.ab.ca

DATE: December 12, 2005

TO: Kelly Kloss, Legislative & Administrative Services Manager

RE: Proposed Rezoning – Red Deer Co-op Site
NW corner of Taylor Drive and 67 Street – Taylor Plaza
Bylaw Amendment No. 3156/MM-2005

BACKGROUND

In May 2002 the *Planning and Development Guidelines: Taylor Drive between 67 Street and 65 Avenue* came into effect as a planning tool to be used by City Administration/ City Manager as a guideline to provide a framework for the development of a block of commercial land that reflects agreements on future access, land use, land requirements, phasing and disposal of Municipal Reserve.

Since 2002 two properties between 65 & 67 Streets (west of Taylor Drive) have been rezoned from I1 Industrial to C4 Commercial (Major Arterial) District, and some municipal reserve areas have been disposed of, in accordance with the area guidelines. On August 29, 2005 the Municipal Planning Commission approved a development permit and site plan for a C4 commercial development on the Red Deer Co-op site.

The developer of the Red Deer Co-op site is requesting the rezoning of a portion of the site from C4 to C2 in order to provide medical offices in the proposed Taylor Plaza development. This proposal will require the subdivision of that portion of the site that is proposed to be rezoned to C2. In addition, the developer is proposing to subdivide the remaining C4 portion of the site into two sites. In total there will be three individual lots owned by two landowners within the Red Deer Co-op site. The proposed development (i.e. Taylor Plaza) will be developed and will function as a single commercial development.

PLANNING ANALYSIS

Land Use

The northwest area of the city has had considerable growth in residential development over the past five years and employment population has grown as well with new industrial developments in this area. Within this context the developer has identified the potential market demand for medical offices in this location however the C4 District does not allow medical offices.

In principle planning staff supports the proposed change of land use to provide medical offices. The preference is to support the rezoning of the site to a land use district which allows medical offices, rather than to make a special land use exception within the C4 District or to create a Direct Control District. Therefore planning staff supports the rezoning of a portion of the Red Deer Co-op site to the C2 District, which does allow "Health and Medical Services" as a discretionary use.

The *Planning and Development Guidelines: Taylor Drive between 67 Street and 65 Avenue* proposed the rezoning of the properties from I1 Industrial to C4 Commercial. The intent of the guidelines is to provide a framework for development in order to ensure that the development of an individual parcel does not occur in a way which would prevent the effective development of the remaining parcels. From this perspective a change to the guidelines to allow a portion of the Red Deer Co-op site to be rezoned from C4 to C2 Commercial would not conflict with the intent of the original guidelines.

Whether the zoning is C4 or C2 does not make a significant difference to the land use and traffic implications, since both districts allow commercial floor area of not more than one third of the site area.

Approved Site Development Plan

The site development plan approved by the Municipal Planning Commission (August 29, 2005) meets the development regulations for the C4 district. At the time of subdivision of the proposed C2 portion of the site the Municipal Planning Commission will need to consider minor relaxations for landscaping and parking requirements as well as require a cross parking agreement across the three lots, in order to ensure that this portion of the site meets the development regulations of the C2 district.

Additional Site Access

The 2002 guideline document does not identify a second site access along Taylor Drive into the Red Deer Co-op site. When City Administration and the Municipal Planning Commission recently reviewed the commercial development permit application for the Taylor Plaza development, it allowed the additional access based on more current detailed information being available. The 2002 guidelines have been updated to show this additional (third) site access point as well as the proposed C4 zoning.

Municipal Reserve Disposal

It is required that the developer purchase a portion of municipal reserve to provide the third site access. In a separate item on the City Council agenda, the Land & Economic Development Department is proposing the disposal of approximately 0.016 ha of municipal reserve for this purpose. This portion of municipal reserve is proposed to be rezoned from P1 Parks & Recreation to C2 Commercial.

RECOMMENDATION

That Council proceeds with first reading of Land use Bylaw Amendment No. 3156/MM-2005.

T. Lindhorst

for/ Johan van der Bank ACP, MCIP
PLANNER

attachments

Memo

Date: December 12, 2005

To: Kelly Kloss, Legislative and Administrative Manager

From: Howard Thompson, Land & Economic Development Manager and Russell Crook, Land Coordinator

RE: **Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive north of 67th Street)**

Background:

Land and Economic Development have received a request from Ronmor Developers Inc. to dispose of a small portion, 2292+/- square feet (approximately 0.05 acres) of the above captioned reserve lot. The area affected is shown on the attached sketch and is currently zoned P1. Part of the reserve lot was previously sold and consolidated with the adjacent lot in 2003 and this additional area is required for additional right in right out access to Taylor Drive. The site plan and development permit has been approved by MPC and development of the site is ongoing.

The request was circulated to all affected department managers with no objections received. The Recreation Parks and Culture Department offers no objections and this matter will be presented to the Recreation Parks and Culture Board on December 13th with a recommendation to approve this disposal. A report from PCPS requesting the rezoning of this land appears elsewhere on this agenda.

Financial implications

The purchase price of the land will be $7.75 per square foot based on the City's practice of discounting encumbered land to 75% of market value In this case market value is indicated by the purchase price of the adjacent parcel at $10.33 per square foot and the land will be encumbered with a utility right of way to preserve the City's ability to service underground utilities located within.

/2.

Memo

Recommendation:

That City Council approves the disposal and sale of Municipal Reserve described as;

> "All that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan _____ and containing 0.021 ha., more or less". Excepting thereout all mines and minerals.

Subject to the following conditions:

1. That the lands subject to the reserve closure be consolidated with the purchaser's adjacent land.
2. That the purchaser be responsible for all costs associated with advertising for the required public hearing.
3. That the purchaser be responsible for all costs associated with any required legal survey.
4. That the purchase price be $7.75 per square foot.
5. Approval for rezoning of this land from P1 to C2.

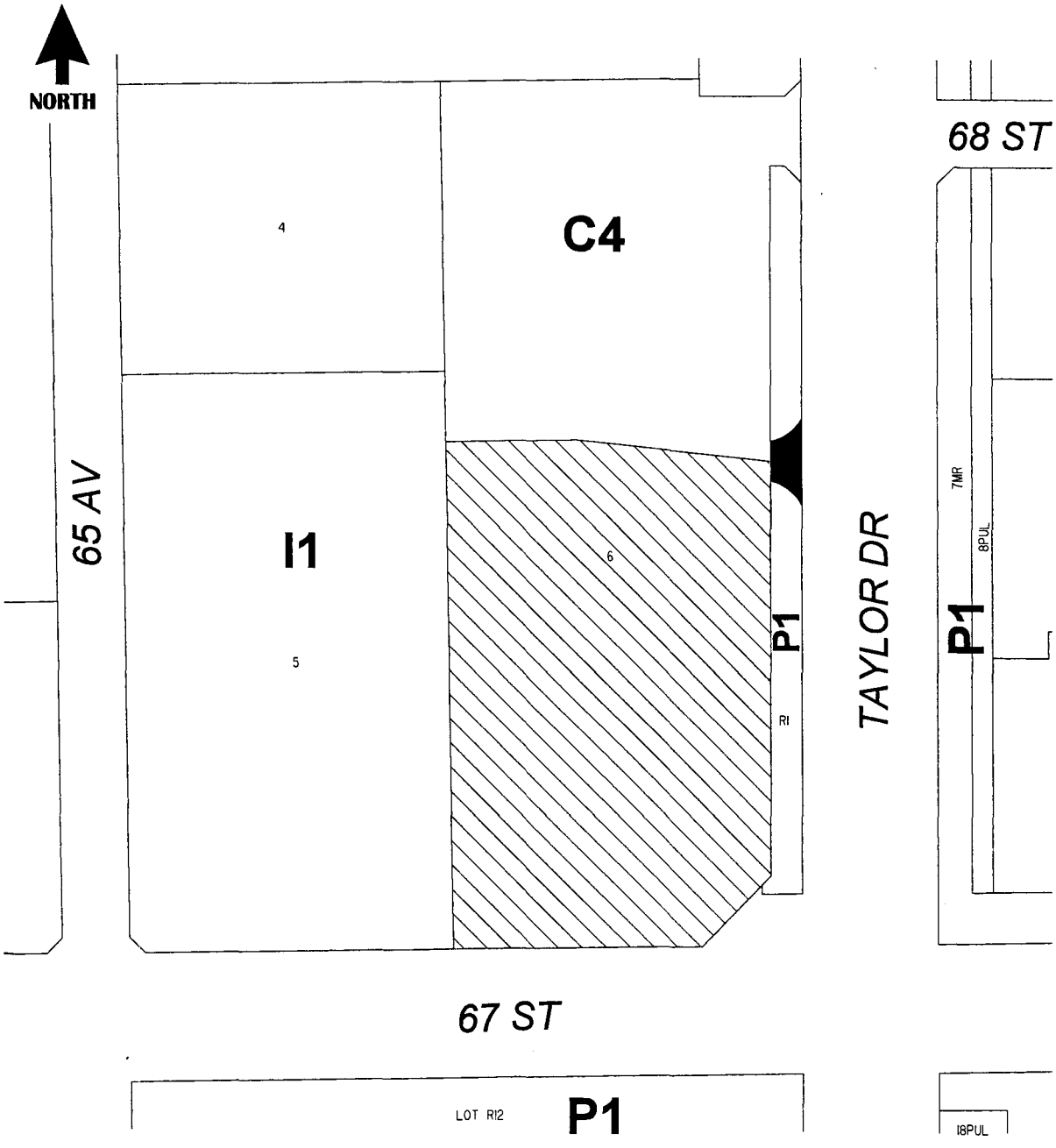
Howard Thompson
Land & Economic Development Manager

Russell Crook
Land Coordinator

Attach.

THE CITY OF Red Deer

PROPOSED MUNICIPAL RESERVE DISPOSAL
WEST OF TAYLOR DR NORTH OF 67 ST



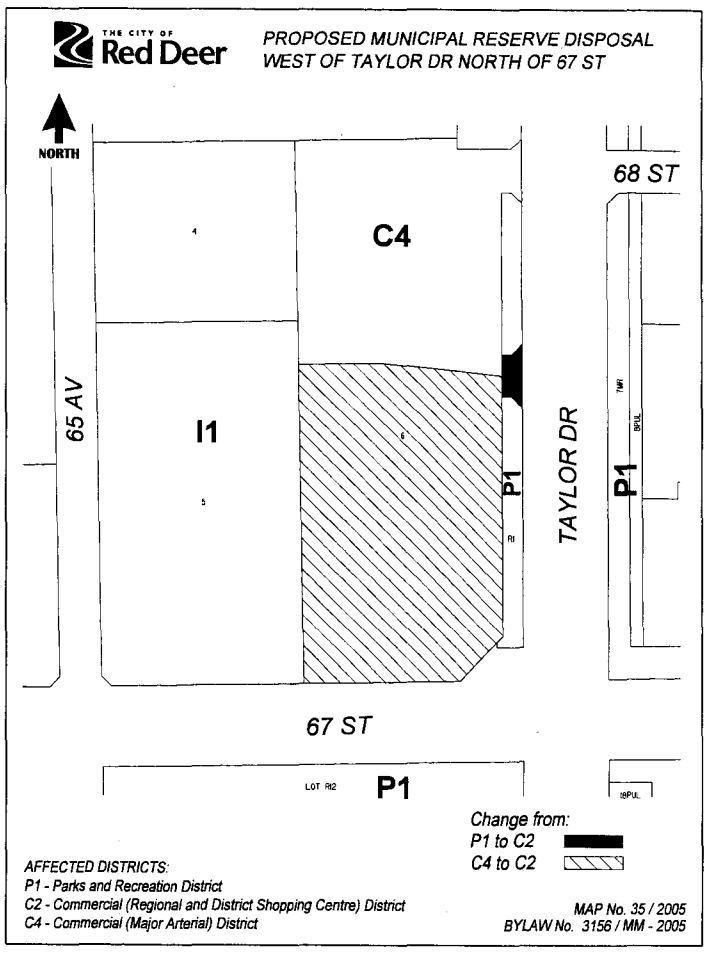
Change from:
P1 to C2
C4 to C2

AFFECTED DISTRICTS:
P1 - Parks and Recreation District
C2 - Commercial (Regional and District Shopping Centre) District
C4 - Commercial (Major Arterial) District

MAP No. 35 / 2005
BYLAW No. 3156 / MM - 2005

THE CITY OF Red Deer

(BOX 5008) 4914 - 48 AVENUE
RED DEER, AB T4N 3T4



ADJACENT TO TAYLOR DRIVE – NORTH OF 67TH STREET
DISPOSAL OF MUNICIPAL RESERVE
Part of Lot R-1, Block 1, Plan 762 0159
And

LAND USE BYLAW AMENDMENT 3156/MM-2005

Council of The City of Red Deer, at its meeting of December 19, 2005, passed a resolution indicating its intention to dispose of a portion of Municipal Reserve, containing approx 0.05 acres more or less, located at Lot R-1, Block 1, Plan 762 0159, adjacent to Taylor Drive north of 67th Street. The disposal of municipal reserve is to accommodate additional right in right out access to Taylor Drive.

Land Use Bylaw Amendment 3156/MM-2005 provides for the rezoning of a portion of the NW corner of Taylor Drive and 67 Street from C4 Commercial (Major Arterial) District to C2 Commercial (Regional and District Shopping Centre) District for medical offices in a proposed Taylor Plaza development.

Prior to considering the proposed Disposal of Municipal Reserve and Land Use Bylaw Amendment, City Council will hold Public Hearings in Council Chambers, 2nd Floor of City Hall on MONDAY, JANUARY 16, 2006 at 7:00 p.m., for the purpose of hearing any person claiming to be affected. Letters or petitions may be submitted at the Public Hearing, or to Legislative & Administrative Services, 2nd Floor, City Hall, prior to the Public Hearings. Persons wishing to have their letters or petitions included on the Council agenda must submit them to Legislative & Administrative Services by 4:30 p.m. on TUESDAY, JANUARY 10, 2006.

THE CITY OF
Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Tony Lindhout, Parkland Community Planning Services**
Howard Thompson, Land & Economic Development Manager
Russell Crook, Land Coordinator

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Proposed Rezoning - Red Deer Co-op Site**
NW Corner of Taylor Drive and 67 Street – Taylor Plaza
Land Use Bylaw Amendment 3156MM-2005
Request to Dispose Municipal Reserve – Lot R-1, Block 1, Plan 762-0159
(Adjacent to Taylor Drive North of 67th Street)

Reference Report:
Parkland Community Planning Services, dated December 12, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/MM-2005 was given second and third readings. A copy of the bylaw is attached.

Resolutions:

> "*Resolved* that Council of the City of Red Deer, having considered the report from the Land & Economic Development Manager, dated December 12, 2005, re: Request to Dispose Municipal Reserve Lot R-1, Block 1, Plan 762 0159 (adjacent to Taylor Drive North of 67th Street), hereby agrees to the disposal of municipal reserve lands described as:
>
> > "All that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan _____and containing 0.021 ha., more or less,." "Excepting thereout all mines and minerals."

Report Back to Council: No

. . .2/

Comments/Further Action:
Land Use Bylaw Amendment 3156/MM-2005 provides for the rezoning of a portion of the NW corner of Taylor Drive and 67 Street from C4 to C2 to provide medical offices in a proposed Taylor Plaza development. The Disposal of Municipal Reserve of Lot R-1, Block 1, Plan 762 0159, involving approximately 0.05 acres, is required for additional right in right out access to Taylor Drive. This office will amend the Land Use Bylaw and distribute copies in due course. A Statutory Declaration regarding the Disposal of Municipal Reserve is also attached for your use.

Kelly Kloss
Manager

/chk
attchs.
c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
City Assessor
S. Marks, Graphics Designer
Emily Damberger, PCPS
T. Edwards, Clerk Steno

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)
)

IN THE MATTER OF SECTION 674

OF THE MUNICIPAL GOVERNMENT

ACT, 1994, CHAPTER M-26.1

I, Kelly Kloss, of the City of Red Deer, in the Province of Alberta, DO SOLEMNLY DECLARE:

1. THAT I am the duly appointed City Clerk of The City of Red Deer and its proper designated officer in this behalf.

2. THAT the Council of The City of Red Deer wishes to dispose of a municipal reserve.

3. THAT The City of Red Deer has complied with the provisions of Section 674 of the Municipal Government Act, 1994, Chapter M-26.1.

4. THAT the reserve lot is characterized as a municipal reserve under the current Act.

5. THAT The City of Red Deer, in accordance with Section 675(1) of the Municipal Government Act, requests the removal of the designation of municipal reserve from the lands described as follows:

   "All that portion of Lot R-1, Block 1, Plan 762 0159 lying within Plan _____and containing 0.021 ha., more or less,." "Excepting thereout all mines and minerals."

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the City of Red Deer, in the Province of Alberta, this 17 day of January, A.D. 2006.)

KELLY KLOSS,
CITY CLERK

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

Nona C. Housenga
Commissioner for Oaths in and for the Province of Alberta.
My Appointmnt expires September 23, 2008

BYLAW NO. 3156/MM-2005

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, ENACTS AS FOLLOWS:

1. The "Land Use District Map D12" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use Bylaw Amendment Map No. 35/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this 16th day of January 2006.

READ A THIRD TIME IN OPEN COUNCIL this 16th day of January 2006.

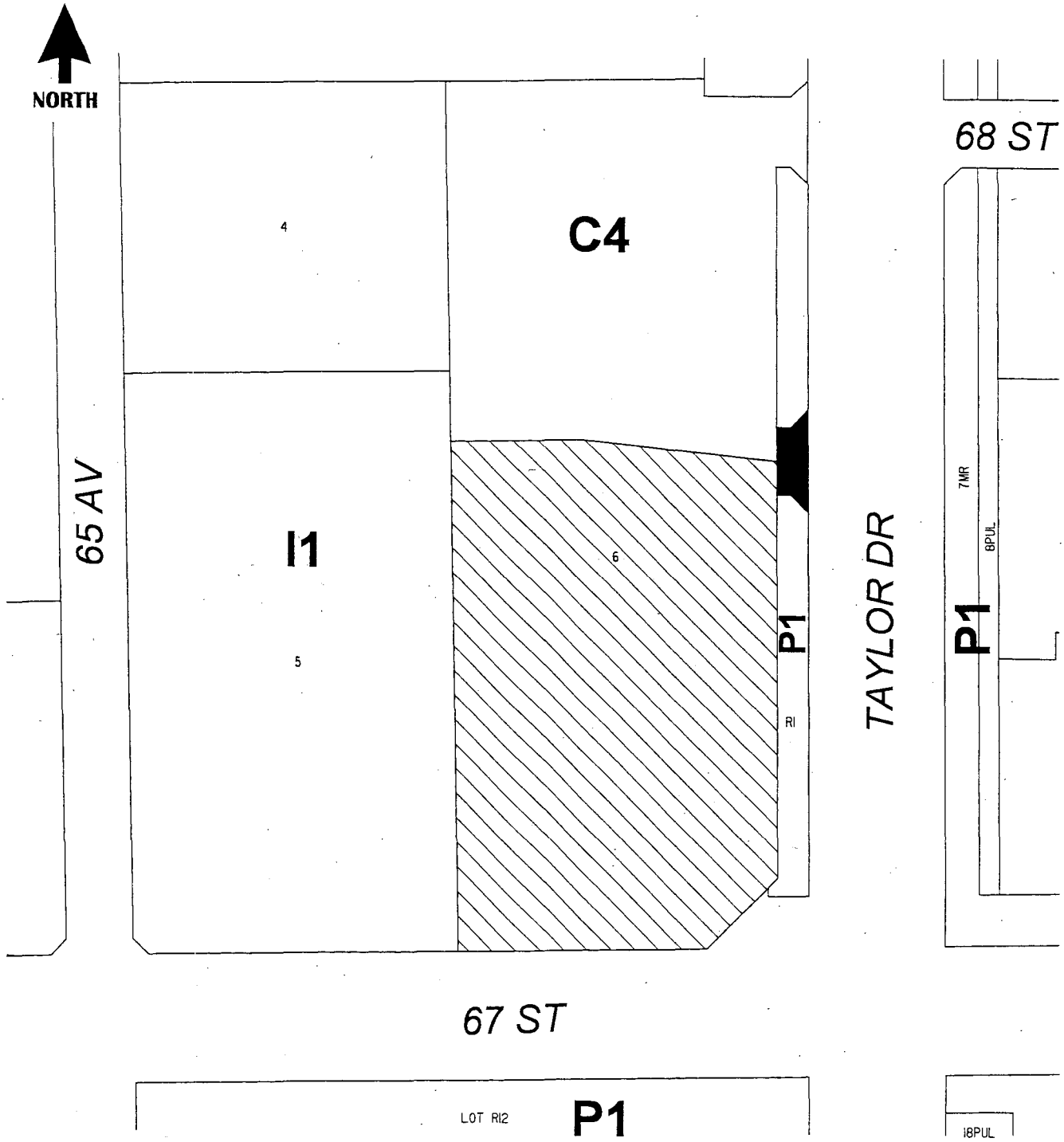
AND SIGNED BY THE MAYOR AND CITY CLERK this 16th day of January 2006.

MAYOR

CITY CLERK

THE CITY OF Red Deer

PROPOSED MUNICIPAL RESERVE DISPOSAL
WEST OF TAYLOR DR NORTH OF 67 ST



Change from:
P1 to C2
C4 to C2

AFFECTED DISTRICTS:
P1 - Parks and Recreation District
C2 - Commercial (Regional and District Shopping Centre) District
C4 - Commercial (Major Arterial) District

MAP No. 35 / 2005
BYLAW No. 3156 / MM - 2005

Item No. 5

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **January 9, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Proposed Regulation of Fences**
Repeal of Fence Bylaw 3147/95
Land Use Bylaw Amendment 3156/NN-2005

History
At the Monday, December 5, 2005 meeting of Council, Land Use Bylaw Amendment 3156/H-2005 was given first reading.

Land Use Bylaw Amendment 3156/NN-2005 provides for the repeal of Fence Bylaw 3147/95 and the incorporation of fence regulations into the Land Use Bylaw which will include a two-metre rear yard height restriction on residential fences.

Public Consultation Process
A Public Hearing has been advertised for the above noted bylaw to be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Recommendation
That following the Public Hearing, Council consider second and third readings of the bylaw.

Kelly Kloss
Manager

THE CITY OF Red Deer

Legislative & Administrative Services

Report Submitted to the December 5, 2005 Council Meeting

DATE: November 29, 2005

TO: City Council

FROM: Legislative & Administrative Services Manager

SUBJECT: Proposed Regulation of Fences

History

On August 31, 2005 the attached letter was received from Marleen Cowan expressing concerns with regards to the unsightliness of her neighbour's fence and the speed of the bylaw enforcement process. From conversations with Mrs. Cowan, it was determined that the request was broader and that she was requesting the City of Red Deer to expand its regulations with regard to the construction of fences. This would include such issues as height, color, material and the erection of two fences parallel with each other.

Attached is a report from Administration relative to Mrs. Cowan's request.

Recommendation

This is submitted for Council's consideration.

Kelly Kloss
Manager

August 31/05

To: Mayor Flew welling &
City Council Members.

I am writing to you today in regards to the slow process to enforce many of our bylaws, especially the fence bylaw.
I have spent the summer trying to get my " neighbors" fence taken down. I have included pictures. He put a black fiber up and then a mesh as well. This is unsightly and loosely attached. I have a fence next to it that has been up for 10 years.
This has not only taken my time but city employees as well.
I want the City to quickly look at ways to speed up the process when complaints come in to the City.

Yours Truly:

Marleen Cowan

THE CITY OF Red Deer

DATE: **November 23, 2005**

TO: **Kelly Kloss, Legislative & Administrative Services Manager**

FROM: **Treena Patenaude and Marilee Littman, Inspections & Licensing**

RE: **Proposed Regulation of Fences**

Background

On August 31, 2005 a request was received asking the City of Red Deer to review enforcement under the current Fence Bylaw.

On September 29, 2005 Legislative and Administrative Services sent a letter to the applicant, which is excerpted below:

> *"...The City's Inspections and Licensing Department through its Site Compliance Officer has been investigating your concerns regarding your neighbor's fence. The Compliance Officer discussed the unsightliness of the black fiber with the property owner and as a result your neighbor who rents the property removed the fiber.*
>
> *Your neighbor now has built a plywood fence. There is no regulatory control over fences in terms of height or material in the Land Use Bylaw, Fence Bylaw or the Public Order Bylaw. Since no bylaw covers such issues, the City's approach is to mediate the issue to the extent possible as the City has no regulatory power in this regard. This approach did result in the fiber fence being removed; however my understanding is that you may still have concerns about the replacement fence. Since a plywood fence is used in other areas and there is no regulatory requirement against it, we cannot force further action on the landowner."*

Subsequent discussions resulted in a formal request to amend either the fence bylaw or the land use bylaw to include regulations on height, color, material, and prohibition of two fences erected parallel with each other. The homeowner feels the lack of control adversely affects the amenities and enjoyment of property.

Current Regulations

The City of Red Deer Bylaws

Fence Bylaw 3147/95

No 2 – "No person, firm or corporation shall erect or cause to be erected or shall have or maintain on any property located in the City of which he is the owner, occupant, tenant or lessee, any barbed wire fence or other barbed wire structure.."
No 3 – "No person, firm, or corporation shall erect or cause to be erected or shall have or maintain on any property located in the City of which he is the owner, occupant, tenant or lessee, any electrified fence."

Land Use Bylaw No. 3156/96

40 (1) *No person shall erect, place, allow or permit any building, fence, vehicle or trailer, screening material or object, and no person shall plant or permit to grow any hedges, trees or vegetation which exceed .09 M in height on a portion of a corner site...*

Architectural Controls in the City of Red Deer

In addition to the Land Use Bylaw and Fence Bylaw requirements, developers of new subdivisions have architectural controls. Through architectural controls some but not all developers have instituted fence requirements covering design, color and material. Developers have indicated that architectural controls are implemented as part of the land sale agreement. Developers have little control once the subdivision is completed unless a restrictive covenant has been filed against the purchased lot. Fences are often altered or put up after the completion of the subdivision. Developers have found they have enforcement issues and not enough manpower to continue to enforce once they have moved on to a new subdivision.

The use of architectural controls to control fences on individual properties is only practical, when a new lot is being purchased. For developed areas the only practical form of control over fences is through a City bylaw.

Other Municipalities' Regulations

The City of Edmonton

Height and location are regulated by the Edmonton land use bylaw. If the height and location guidelines are followed, no development permit is required. The height of a fence should not exceed: 1.85 M for the portion of a fence that does not extend beyond the foremost portion of the principal building abutting the front yard, or beyond the foremost portion of the building where it abuts a side yard, abutting a flanking public roadway (not lane) in the rear yard, 1 M in the required front yard. Fences higher than the zoning regulations allow require a development permit. A fence can be built out of wood, brick, stone, concrete or metal. However, electric fencing and barbed wire cannot be used.

The City of Lethbridge

The City of Lethbridge regulates the height of a fence by the land use bylaw. If the guidelines are followed, no development permit is required. The height of a fence should not exceed: 2.0 M in any portion of the rear yard and 1.0 M in the front yard. Fences cannot be built on city property (boulevards, right-of-way, lanes) or interfere with traffic visibility and safety.

The City of Lethbridge indicated that they receive a very low volume of fence complaints, and those complaints centre around height issues. If an existing fence is too high, or an individual wishes to build a fence that exceeds the regulations, they must apply for a height waiver, which is generally granted.

The City of Calgary

The City of Calgary regulates the height of fences. Calgary's height restriction is 2 M with the exception of gateways. From the front of the house to the rear property line the height restriction of a fence is 2 M, this includes along the rear property line. From the side of the front of the house to the front property line the maximum height is 1.2M. Gateways can be 2.5 M high. When a fence is located on a retaining wall, the height of the fence includes the retaining wall. Fences cannot be located on City property, and cannot be located on any City of Calgary utility right-of-way.

Fences on residential property are the responsibility of the property owner. The fence must be located within their property boundaries, and it must comply with the Land Use Bylaw height restrictions. If the height and location of the fence complies with the rules of the Land Use Bylaw, no permit is required prior to

construction. Any cost for construction and/or maintenance of the fence is a private issue between neighbors.

The City of St. Albert

The City of St. Albert also regulates the height of fences through the land use by-law. A fence in or around a front yard must not exceed 1 M in height. Any other fence must not exceed 2 M in height. For a fence that is to be constructed on top of a retaining wall or within 1 M of the top of a retaining wall, the maximum height of the fence shall be determined from a point that is one-half the height of the subject retaining wall. No fence is permitted in the front or side yard of a corner lot if, in the opinion of the Development Officer, the fence will block or impede traffic sight lines.

The City of Medicine Hat

Medicine Hat regulates the height of a fence though the land use by-law. No Development or Building Permits are required to build a fence, but there are height restrictions on fences: 1.8 M from the front wall of house to the rear property line, 1.2 M from the front wall of house to front property line, and .8 M if the property abuts a street corner. Fences can be constructed on the property line.

The City of Vancouver

Vancouver regulates height of a fence as well through a zoning (land use) bylaw. Height shall be measured from any point on the ground level of the site at the structure or fence line. A fence or similar structure shall be permitted in a required yard or on the boundaries of a required yard provided it does not exceed 1.9 M in height. Where a fence is erected or placed above a common boundary retaining wall or within 1 M of a common boundary retaining wall, the maximum permissible height shall be reduced by half the height of the retaining wall.

Summary of Other Municipalities' Regulations

It appears that all six municipalities surveyed regulate the height of a fence. This regulation is enforced through the land use bylaw. Any fence construction that meets the height criteria is exempted from the requirement for a development permit while those exceeding the height requirement are required to have a

development permit. If Red Deer adopts this approach, this would mean that only over height fences would need to be processed by the Development Authority.

Five of the six municipalities surveyed did not have any other restrictions regarding color, materials or a prohibition on adjacent fences. Edmonton has a general regulation restricting the fence materials to wood, brick, stone, concrete or metal. Edmonton's regulation would prohibit the white vinyl fences that are often used in Red Deer.

RCMP Comments

Only one department had comments related to the regulation of fences. The RCMP had the following comments.

"The issue of fence regulation is not normally a matter for concern by the police, however, with the advent of "crack houses" in the City I appreciate the opportunity for input.
The concerns of police members center around two issues; one is height and the other is construction type. Fences should not be so high as to prohibit reasonable sight lines into the property nor should they be constructed in such a way as to be a fortified barrier which would prevent access by emergency service workers responding to a critical incident."

.

Staff Comments

If there are changes to regulation of fences, the following issues need to be considered:

1. How should controls over fences be implemented.
2. Increased workload.
3. Enforcement.

How should increased controls over fences be implemented

Monitoring the look and placement through Building Permits is not an option, as they are not regulated under the Alberta Building Code and are not considered a structural member. Therefore, fences do not fall under the jurisdiction of a Safety Codes Officer. In the City of Red Deer, fences have been regulated through a fence bylaw. The fence bylaw currently controls barbed wire and electrified fences.

In all other municipalities, the common place to insert fence regulation in other municipalities has been the land use bylaw and most municipalities regulate height only. It appears to be a practice that all fences that are equal to or less than the maximum height requirement are exempted from the development

permits process in other municipalities. If this is the process adopted in Red Deer, this means that only over height fences are processed through the development permit process. It is anticipated that this will require some additional time from Inspections and Licensing staff in terms of processing the development permit application for over-height fences and some additional resources for enforcement.

Increased workload as noted in the previous section if Council decides to regulate height only and exempts anyone meeting the height regulation from the development process, there will be some additional staff resources required. However, the need for staff resources would increase exponentially if color, fence material and placement of parallel fences were regulated. Color is one of the most controversial issues to regulate and could consume a considerable amount of staff time to address what colors are acceptable and what is not. Without guidelines any decision would be subjective and likely result in mediation between neighbors and appeals to the development appeal board.

Fence material could be regulated in a general sense as Edmonton has done however this would not prevent the original incident, which spurred the request for an amendment to the bylaw. The concern, which spurred this request, involved a plywood fence, which would be allowed under the Edmonton bylaw. In order to prevent a reoccurrence of a plywood fence, more specific regulation would be needed to regulate the types of materials acceptable and perhaps even what design is acceptable.

The prohibition of parallel fences could also consume significant staff time as we would be required to inspect prior to issuance of a permit to see if a fence was already in existence prior to issuing the fence permit.

In order to implement, the color, fence material and the prohibition on parallel fences, all fences would have to get a development permit accompanied by color elevations so that these matters could be reviewed and approved. In addition, our enforcement would increase substantially if colors were not specifically what was approved or if the fence material or design were varied.

From a homeowners point of view the permitting of all fences would cause delays waiting for permits to construct and would increase homeowner costs as there is a minimum $50.00 charge to obtain a development permit.

From a department point of view, there would be a need for at least one more staff in the construction season if all aspects of fence construction were regulated. This extra staff resource would be needed to process the development permits for a fence and to carry out site inspections. With well over 1000 permits per year for residences, most of which require fences, a full package of fence regulations will take a considerable amount of staff time.

Enforcement Issues

Regulating the color, height, location, and material used would create many enforcement issues.

First the fences that are currently built would all have to be grandfathered.

Second new subdivisions have their own architectural controls and designs in place, which may be a concern for the developer if we amended the current Bylaw to control the same items.

Third currently fences are a civil matter, with the expectation of courteous neighbors. If we were to introduce more regulations it would likely result in increased complaints, which would then be more time consuming to enforce. With fewer regulations there are more ways for people to resolve the problem themselves. A change to the Fence Bylaw would create a large amount of work for our Compliance Officer.

Summary

Fences are currently handled through civil litigation. Inspections and Licensing have had limited complaints related to fence construction. In view of the expense to homeowners, the requirement for new staff resources and in view of the limited number of complaints we have received without the requested fence regulations, staff does not feel that a full package of fence controls is warranted. Instead we recommend that existing controls are maintained and that a height restriction be added. This will ensure that Red Deer is consistent with other surveyed municipalities and address the RCMP concern regarding high fences. All of the fence regulations should be consolidated in the Land Use Bylaw.

Recommendations

Staff recommends the Fence Bylaw No. 3148/95 be repealed and the new Land Use Bylaw amendment, dealing with fences (Bylaw 3156/NN-2005) as attached be accepted. The Bylaw includes a two-metre rear yard height restriction on residential fences. Fences that exceed the two-metre height will require approval by the Development Authority. The current fence regulations within the front yard will remain, as the maximum height on a fence in the front yard is .9 metres.

Treena Patenaude

Customer Service Clerk
Inspections and Licensing

Marilee Littman

Administrative Assistant
Inspections and Licensing

Reviewed by

Paul Meyette,

Manager Inspections and Licensing

BYLAW NO. 3156/NN-2005

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, ENACTS AS FOLLOWS:

1 Subsection 4(i) is deleted and new subsection 4(h) is added as follows:

4(h) the erection of patios provided that they are not covered by a roof.

2. New section 40.1 is added as follows:

40.1 FENCE REGULATIONS

(1) No person shall erect or cause to be erected or shall have or maintain on any property located in the City of which he is the owner, occupant, tenant or lessee:

(a) any barbed wire fence or other barbed wire structure or any fence which is surmounted by nails, sharpened spikes, broken glass or other dangerous objects or materials; or

(b) any electrified fence.

(2) Subsection (1)(a) shall not apply:

(a) where barbed wire is placed on a fence at a height of not less than 1.83 m above the level of ground on a fence in a non residential district

(b) where the fence is located on land designated A-1 Future Urban Development District under this land use bylaw.

(3) A fence in a residential district or other district in which the principle use is residential, must meet the following requirements:

(a) the portion of a the fence which is located between the front of the building and the rear property line or along the rear property line may not exceed 2.0 m in height;

(b) the portion of a fence which is located between the front of the building and the front property line may not exceed 0.9 metres in height.

(4) For the purpose of subsection (3), the height of a fence is measured from ground level to the top of the fence, except where the fence is located on a retaining wall, in which case the height of the fence shall include the height of the retaining wall.

(5) The Development Authority may grant a relaxation to the height requirement set out in subsection 40.1(3)

(6) No development permit is required for a fence in a residential district or other district in which the primary use is residential except unless a height relaxation under section 40.1(5) is requested.

(7) No development permit is required for a fence in a non residential district.

2 Bylaw 3147/95, The Fence Bylaw, is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2005.
READ A SECOND TIME IN OPEN COUNCIL this	day of	2005.
READ A THIRD TIME IN OPEN COUNCIL this	day of	2005.
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2005.

MAYOR

CITY CLERK

OFFICE CONSOLIDATION

BYLAW NO. 3147/95

FENCE BYLAW

BYLAW NO. 3147/95

Being a bylaw of The City of Red Deer, in the Province of Alberta, to regulate, control, or prohibit the erection of barbed wire and electrified fences with the City;

WHEREAS under section 7 of the *Municipal Government Act*, a Council of the City may pass bylaws for municipal purposes respecting the safety, health, and welfare of people and the protection of people and property, and the activities and things in, on, or near a public place or place that is open to the public;

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

1 This Bylaw may be called the "Fence Bylaw".

2 No person, firm, or corporation shall erect or cause to be erected or shall have or maintain on any property located in the City of which he is the owner, occupant, tenant, or lessee, any barbed wire fence or other barbed wire structure or any fence which is surmounted by nails, sharpened spikes, broken glass or other dangerous object or material.

3 No person, firm, or corporation shall erect or shall cause to be erected or shall have or maintain on any property of which he is the owner, occupant, tenant, or lessee, any electrified fence.

4 Section 2 of this Bylaw shall not apply:

(a) where barbed wire is placed on a fence at a height of not less than 6 feet above the level of ground;

(b) where the land is designated A-1 Future Urban Development District under the Land Use Bylaw.

5 Any person who contravenes any provision of this Bylaw is guilty of an offence and shall be liable to a specified penalty of $60.00.

6 Bylaw No. 2150/63 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 25 day of September 19 95.

READ A SECOND TIME IN OPEN COUNCIL this 25 day of September 19 95.

READ A THIRD TIME IN OPEN COUNCIL this 25 day of September 19 95.

AND SIGNED BY THE MAYOR AND CITY CLERK this 25 day of September 19 95.

MAYOR

CITY CLERK

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Marleen Cowan
5909 – 54 Avenue
Red Deer, AB T4N 4M7

Dear Marleen:

Re: Proposed Regulation of Fences
Land Use Bylaw Amendment 3156/NN-2005

At the Monday, January 16, 2006 meeting of Council, a Public Hearing was held with respect to Land Use Bylaw Amendment 3156/NN-2005. Following the Public Hearing, Land Use Bylaw Amendment 3156/NN-2005 was given second and third readings.

Land Use Bylaw Amendment 3156/NN-2005 provides for the repeal of Fence Bylaw 3147/95 and the incorporation of fence regulations into the Land Use Bylaw which will include a two-metre rear yard height restriction on residential fences. Although Council did not agree to all the changes you requested, this does provide some additional fence regulations.

Please call if you have any questions or require any additional information.

Sincerely,

Kelly Kloss
Manager

/attach.
c Inspections & Licensing Manager
Parkland Community Planning Services

THE CITY OF Red Deer

Council Decision – December 5, 2005

Legislative & Administrative Services

DATE: **December 6, 2005**

TO: **Treena Patenaude and Marilee Littman, Inspections & Licensing**
Emily Damberger, Parkland Community Planning Services

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Proposed Regulation of Fences**
Repeal of Fence Bylaw 3147/95
Land Use Bylaw Amendment 3156/NN-2005

Reference Report:
Inspections & Licensing, dated November 23, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/NN-2005 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes
A Public Hearing will be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers during Council's regular meeting.

Comments/Further Action:
Land Use Bylaw Amendment 3156/NN-2005 provides for the repeal of Fence Bylaw 3147/95 and the incorporation of fence regulations into the Land Use Bylaw which will include a two-metre rear yard height restriction on residential fences. This office will now proceed with the advertising for a Public Hearing. The City will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager
/attach.
/chk

c Director of Development Services
Inspections & Licensing Manager
Land & Economic Development Manager
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3156/NN-2005

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, ENACTS AS FOLLOWS:

1 Subsection 4(i) is deleted and new subsection 4(h) is added as follows:

4(h) the erection of patios provided that they are not covered by a roof.

2. New section 40.1 is added as follows:

40.1 FENCE REGULATIONS

(1) No person shall erect or cause to be erected or shall have or maintain on any property located in the City of which he is the owner, occupant, tenant or lessee:

(a) any barbed wire fence or other barbed wire structure or any fence which is surmounted by nails, sharpened spikes, broken glass or other dangerous objects or materials; or

(b) any electrified fence.

(2) Subsection (1)(a) shall not apply:

(a) where barbed wire is placed on a fence at a height of not less than 1.83 m above the level of ground on a fence in a non residential district
(b) where the fence is located on land designated A-1 Future Urban Development District under this land use bylaw.

(3) A fence in a residential district or other district in which the principle use is residential, must meet the following requirements:

(a) the portion of a the fence which is located between the front of the building and the rear property line or along the rear property line may not exceed 2.0 m in height;

(b) the portion of a fence which is located between the front of the building and the front property line may not exceed 0.9 metres in height.

(4) For the purpose of subsection (3), the height of a fence is measured from ground level to the top of the fence, except where the fence is located on a retaining wall, in which case the height of the fence shall include the height of the retaining wall.

(5) The Development Authority may grant a relaxation to the height requirement set out in subsection 40.1(3)

(6) No development permit is required for a fence in a residential district or other district in which the primary use is residential except unless a height relaxation under section 40.1(5) is requested.

(7) No development permit is required for a fence in a non residential district.

2 Bylaw 3147/95, The Fence Bylaw, is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 5th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Treena Patenaude and Marilee Littman, Inspections & Licensing**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Proposed Regulation of Fences**
Repeal of Fence Bylaw 3147/95
Land Use Bylaw Amendment 3156/NN-2005

Reference Report:
Inspections & Licensing, dated November 23, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/NN-2005 was given second and third readings. A copy of the bylaw is attached.

Report Back to Council: No

Comments/Further Action:
Land Use Bylaw Amendment 3156/NN-2005 provides for the repeal of Fence Bylaw 3147/95 and the incorporation of fence regulations into the Land Use Bylaw, which will include a two-metre rear yard height restriction on residential fences. This office will amend the Land Use Bylaw and distribute copies in due course.

Kelly Kloss
Manager

/chk
attchs.
c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
City Assessor
E. Damberger, PCPS
T. Edwards, Clerk Steno

Item No. 6

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **January 9, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/OO-2005**
Portable Sign Regulations

History
At the Monday, December 19, meeting of Council, Land Use Bylaw Amendment 3156/OO-2005 was given first reading.

Land Use Bylaw Amendment 3156/OO-2005 provides for regulations regarding portable signs, inflatable signs and banners within the Land Use Bylaw.

Public Consultation Process
A Public Hearing has been advertised for the above noted bylaw to be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Discussion
Attached is a report from Parkland Community Planning Services, dated January 10, 2006, regarding proposed changes to Land Use Bylaw Amendment 3156/OO-2005, for your review.

Recommendation
That following the Public Hearing, Council may:

(a) Pass a resolution to substitute the revised version of Land Use Bylaw Amendment 3156/OO-2005, as presented to Council January 16, 2006, then
(b) Give second and third readings to the revised Land Use Bylaw Amendment 3156/OO-2005.

Or

(a) Give second and third readings to Land Use Bylaw Amendment 3156/OO-2005 as presented to Council on December 19, 2005.

Kelly Kloss
Manager
/attach.

FIRST INDEPENDENT
Real Estate Ltd.

Commercial

Industrial

Condominium Management

Property Management

January 09, 2006

City of Red Deer
P. O. Box 5008
Red Deer, Alberta
Attn. Mr. K. Kloss-
Legislative and Administrative Services Manager

Dear Mr. Kloss;

RE: BYLAW NO. 3156/00 – 2005
Center 76. 7619 and 7667- 50 Avenue, Red Deer

We realize the dilemma of City Council in the area of allowing portable signs.

Once the rules are changed to allow portable signs, the new rules must be fair and equitable to all businesses..

Our Tenants would like to express their concerns regarding some inequities in the above-mentioned Bylaw and its effect on Centre 76..

In our opinion, Clause (3) (a) and Clause (5) (d) were written based on an average frontage of 150 to 200 feet per parcel on Gaetz Avenue. Most of these parcels have a single business or a limited number of Tenants.

Clause (3) (a) only allows one sign per parcel. This is not equitable and penalizes those multi-tenant parcels that have a large frontage. For example, Centre 76 has approximately one block of frontage with a potential of 32 different businesses. The current wording of the by-law would only allow us two signs per block. However, the number of sites in the blocks located directly south and north of us, the bylaw would allow more signs (3-4) per block .

Clause (3) (e) – This portion of the by-law further punishes our tenants with a restriction of the 100-meter distance between signs. For example, If there were a sign at Kindopps (SE corner of 76 St. and Gaetz) or 7711 (NE corner), the 100-meter distance between signs would mean that our Tenant's in the Ten (10) bays at each end of our property would not be allowed a sign. This would deny the opportunity for our tenants located within this distance to have a sign in front of their location.

Clause (5) (d) – The site shall remain free of portable signs for 60 days. This is unfair because of our 1200 feet of frontage and number of potential tenants. The smaller properties that have only one or a very small number of tenants will a larger number of sign days per Tenant than the larger multi-tenant sites. When you have a site that has 1200

RPA

MAILING ADDRESS: P.O. Box 1339, Red Deer, AB T4N 7B6
OFFICE LOCATION: Unit 13, 7875 - 48 Ave., Red Deer, AB T4P 2K1
Ph: (403) 341-7888 • Fax: (403) 346-4191

feet of frontage with the potential of 32 Tenants, we would only have 180 days per year for portable sign use.

Clause 6- This is an excellent idea for things like grand openings, special sales, etc., but the above-mentioned restrictions still apply to all sites. If a site must remain sign free for 60 days, then one could not place any other signs for a longer term. The restriction on smaller sites is fair. However, if we have a grand opening or special event for one Tenant, then another existing tenant that is having a 10 year anniversary promotion the next month could not have a sign.

We would recommend that a solution would be to amend the by-law for those sites that have large frontages.

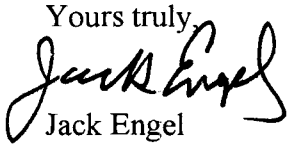
We suggest that the following changes should be made:

1. The limit of signs should be based on frontage- not on a number per site.
2. If the distance restriction between signs were changed to 30 – 50 meters, then the by-law would be fair.
3. The Bylaw should reflect the limitation imposed by corner sites on their neighbors. The 100 meter distance should be waived to limit the effect on adjoining parcels.
4 Based on our frontage and our recommendation of 30-50 meters spacing between signs, clause (5) (d) should be amended to delete the requirement of site being sign free for 60 days.
5. Clause (6). The sixty day free period per site and the distance between signs could be waived for 30 days in the event that a business that is having a grand opening or a new location sale could be accommodated.

The changing of the By-law will have a great effect on businesses in the City. Property Managers and/or Landlords that have large frontages with many different Tenants will have to set their own guidelines. Things such as length of stay, location, when and who uses a sign will have to be decided.

This bylaw is changing the way businesses advertise and promote themselves. Therefore, the bylaw must be fair and equitable for all sites in Red Deer.

Yours truly,



Jack Engel

PARKLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: **January 10, 2006**

TO: **Legislative & Administrative Services Manager**

FROM: **Tony Lindhout, City Planning Manager**

RE: **Revised Planning Report**
Land Use Bylaw Amendment 3156/OO-2005
Portable Sign Regulations

Red Deer City Council at their meeting of December 19, 2005 passed the following resolution:

> "***Resolved*** that Council of the City of Red Deer hereby agrees to amend Land Use Bylaw Amendment 3156/OO-2005 by deleting Sections (5)(d) and (6) and substituting in their place the following new Sections (5)(d) and (6):
>
> (5)
>
> (d) the maximum length of a permit is 60 days. The maximum duration of display at one location for each portable sign shall be 60 days twice in a calendar year, provided, however, that no portable sign shall remain at one location for more than 60 consecutive days at a time. A site shall remain free of portable signs for a minimum of 60 consecutive days before a further permit for such site can be issued. No permit may be applied for more than 7 days in advance of the date of placement;
>
> (6) Short Term Seasonal Activity Portable Signs:
>
> On application the Inspections & Licensing Manager may, in his sole discretion, permit the placement of a portable sign for short term seasonal activities but in any event for a period not exceeding 60 days. The license fee for such permit shall be $25.00 and all other provisions relating to portable signs shall apply."

The above resolution amended proposed Land Use Bylaw Amendment 3156/OO-2005 which then was given first reading by City Council on December 19, 2005.

City planning, Inspections & Licensing and legal staff have reviewed the effects of the above Council resolution to the original submitted 3156/OO-2005 Bylaw amendment. We concur with the proposed changes made to Section (5) (d) re: changing length of portable sign permit from 90 days to 60 days twice in a calendar year. However, changes made to Section (6) Short Term Seasonal Portable Signs re: changing length of a short term seasonal portable sign permit from maximum 30 days to maximum 60 days does, in our opinion, create some inequities within the proposed Bylaw and we offer the following comments for consideration by Council:

- By setting the maximum length of display for all portable signs at 60 days assumes that all other portable signage criteria are equal which they are not – the proposed permit fee for a traditional portable sign is $85 while the proposed permit fee for a seasonal sign is $25.

- The $25.00 seasonal sign permit fee is inequitable compared to the $85.00 permit fee for traditional portable signs when the maximum sign display length is the same; many sign applicants could simply apply/argue that their sign is a short term seasonal activity sign; this will create confusion and difficulty for City staff who must make a decision regarding the type of sign (traditional or seasonal), administer the Bylaw, issue permits and undertake sign enforcement.
- Takes away from the intent of the original Bylaw to make a distinction between the more traditional longer term portable sign (colored letters on a black background) and the shorter term seasonal type portable signs (e.g. Tabor corn vendor, Christmas tree lot, fruit stand).
- The original maximum seasonal sign display length of 30 days better captures the transient intent of seasonal activities (e.g. Taber corn vendor, Christmas tree sales lot, fruit stand, etc.). Should more than 30 days be required, the Inspections & Licensing Manager has the discretion to extend the maximum 30 day period.
- A 30 day short term seasonal sign display length is consistent with the practice in other municipalities.

Based on the above rationale, it is suggested that the maximum 30 day display length for short term seasonal portable signs, as proposed in the original Bylaw, be retained. Other minor changes proposed to the original Bylaw 3156/OO-2005 are as follows:

1. The words *"and all other provisions relating to portable signs shall apply"* at the end of proposed Section (6) Short Term Seasonal Signs should be deleted. This section was meant to be an exception to the normal portable signage regulations in that the Inspections & Licensing Manager in the case of seasonal sign applications may, at his sole discretion, make decisions regarding the approval, type, location, etc. of short term seasonal portable signs.
2. At the end of proposed Section 49 (2) the sentence "Banners and inflatable signs are a discretionary use in all districts." needs to be added. This was in our original Bylaw amendment but was somehow inadvertently deleted.
3. The definition of a "Temporary Sign" in the current Schedule D needs to be deleted as this will be replaced with the new "portable sign" definition under this Bylaw 3156/OO-2005.
4. Proposed Section 5(f) to be deleted as portable sign offences are to be addressed under proposed Land Use Bylaw amendment 3156/B-2006 (see elsewhere in this Council agenda).

Recommendation

That prior to second and third readings of Land Use Bylaw amendment 3156/OO-2005, Council substitute the attached revised version of Bylaw amendment 3156/OO-2005.

If Council wishes to retain the 60 day display length for all portable signs including seasonal portable signs, then the entire "Section (6) Short Term Seasonal Activity Portable Sign" should be removed from the Bylaw. This would then put all portable signage regulations on equal footing.

T. Lindhout

Tony J. Lindhout, ACP, MCIP
City Planning Manager

Attachments

c. Joyce Boon, Inspections & Licensing
Nick Riebeek, City Solicitor

Revised Bylaw
Submitted January 16, 2006

BYLAW NO. 3156/OO-2005

Being a Bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of the City of Red Deer to govern the construction, placement and use of portable signs.

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

Schedule "D" - Sign Regulations of Bylaw No. 3156/96 is hereby amended as follows:

1 By adding to Section 1 (1) the following new definitions:

""Corner Lot" for the sole purpose of section 49 means; "that portion of any site abutting two streets".

"Frontage" for the sole purpose of section 49 means; "that portion of any site abutting the street".

2 By deleting from Section 1(1) the "Temporary Sign" definition.

3 By deleting from Section 1(1) the current definition of "Portable Sign" and replacing it with the following new definition:

"Portable Sign" means any sign or advertising device that can be carried or transported from one site to another, which does not rely on a building or a fixed concrete foundation for its structural support and includes signs commonly known as mobile signs, temporary signs, inflatable signs or devices or banners, whether tethered to a building or not, vehicles placed in a location for advertising purposes, but does not include an A-board or real estate sign or signage permanently attached and forming part of motor vehicles used in the day to day conduct of a business."

4 Section 49 is deleted in its entirety and replaced with the following:

Portable, Temporary and Inflatable Signs and Banners

"49 (1) Intent:

(a) portable signs are intended for temporary on site advertising relating to the commercial activities of the landowner or tenants. Third party advertising is not permitted on portable signs with the exception only of promotions of not for profit organizations;

(b) the portable sign owner or licensee, not the City, will determine which tenant(s) shall have the benefit of the portable sign; and

(c) a portable sign being used to advertise activities or events with the exception of not for profit organizations may only be located on a site where the event or activity is taking place.

(2) Districts in which Portable Signs are allowed:

Subject to the provisions of this part, portable signs are a permitted use in C1, C1A, C3, C4, I1, I2 and discretionary in all other districts. Banners and inflatable signs are a discretionary use in all districts.

(3) Specific locations in which Portable Signs are allowed:

(a) a maximum of one portable sign per site frontage will be allowed but not on any site which contains an "A" board;

(b) the landowner or a lessee with the consent of the landowner of a site for which a portable sign is proposed may apply for a portable sign permit;

(c) an application for portable sign permit must include a site plan showing the proposed location of the portable sign, all dimensions of the sign including height and face area of the sign, the design of the sign including a photograph of same, the type of construction, material and finish of the sign, the manner of stability and support of the sign, the distance from curb lines, property lines and driveway locations;

(d) notwithstanding (c) herein, a portable sign must be wholly located on the property of the landowner who has been granted a permit;

(e) notwithstanding (a), (b), (c) or (d) above, no portable sign shall be located closer than 100 linear m to any other portable sign; and

(f) a portable sign may only be located at the specific location for which a permit is granted.

(4) Portable Sign Standards:

(a) a portable sign shall be installed, serviced, removed, and accessed from within the property on which the sign is located;

(b) a portable sign shall not exceed 4.0m^2 per face, nor shall any such sign exceed 3.0m in height from grade;

(c) no portable sign shall be illuminated or employ any flashing or sequential lights or any mechanical or electronic device to

produce or simulate motion;

(d) a portable sign shall not interfere with pedestrian and/or vehicular traffic;

(e) notwithstanding 4(d) above, no portable sign shall be located closer than 1.5m to a property line or within 3m of any access/egress to/from a property or within 10m of any intersection;

(f) a portable sign must be stabilized but shall not use unsightly or potentially hazardous methods. The means by which stability is to be provided shall be included as part of the permit application. An inflatable sign may, however, use guy wires;

(g) a portable sign shall be removed immediately on ceasing to be in use; and

(g) a portable sign in use, shall at all times be maintained in good condition and, specifically, shall contain lettering and signage which is secure and complete. Any damaged or missing signage must be repaired within 24 hours of knowledge of same coming to the attention of the permit holder.

(5) Permit and Fees:

(a) no portable sign shall be erected without a permit and if applicable, a validating marker or ID tag from the City of Red Deer Inspections & Licensing Manager; The fee payable for a sign permit for a portable sign shall be $85.00;

(b) an applicant for a portable sign permit shall provide all of the information required by these provisions, and include such other information as the Inspections & Licensing Manager may reasonably require;

(c) no portable sign may be placed other than at a location approved by the Inspections & Licensing Manager and shown on a site plan forming part of the permit application;

(d) the maximum length of a permit is 60 days. The maximum duration of display at one location for each portable sign shall be 60 days twice in a calendar year, provided, however, that no portable sign shall remain at one location for more than 60 consecutive days at a time. A site shall remain free of portable signs for a minimum of 60 consecutive days before a further permit for such site can be issued. No permit may be applied for more than 7 days in advance of the date of placement;

(e) portable signs shall be removed on or before the date on which the permit expires; and

(6) Short Term Seasonal Activity Portable Signs:

On application the Inspections & Licensing Manager may in his sole discretion permit the placement of a portable sign for short term seasonal activities but in any event for a period not exceeding 30 days. The license fee for such permit shall be $25.00.

(7) Inflatable Signs:

(a) except as enumerated herein, all provisions applicable to portable signs generally shall apply to inflatable signs;

(b) an inflatable sign shall be tethered or anchored and shall be touching the surface to which it is anchored;

(c) an inflatable sign shall not exceed the maximum free standing sign height allowable for the district;

(d) there shall be a maximum of 1 inflatable sign per site, but no inflatable sign shall be permitted on the site containing any other portable sign;

(e) an inflatable sign may be placed on a site twice within a calendar year, but for not more than 30 days at a time; and

(f) an inflatable sign may not be located on the roof of a structure."

(8) Banners:

(a) a banner shall not be displayed at any one site for longer than 90 consecutive days and for no more than 180 days within a calendar year;

(b) the application for a permit respecting a banner shall indicate the location and the area the banner will cover but in no circumstance will a banner be permitted on any structure other than a permanent building;

(c) notwithstanding the above, a banner size shall not exceed 10% of the gross area of the face of the structure to which it is attached;

(d) a banner shall be maintained in good condition and promptly removed if damaged; and

(e) except as enumerated herein, all provisions applicable to portable signs generally shall apply to Banners.

(9) Exception:

These provisions do not apply to portable signs including banners erected by the City or the RCMP as warning signs in connection with traffic speed or safety."

5 By deleting subsection 58(2) in its entirety and replacing it with the following:

"(2) No billboard, wall sign, or painted wall sign, including supergraphics or portable sign shall be allowed to advertise adult entertainment or services which feature nudity."

6 In all other respects, Schedule "D" of Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this day of 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2006.

READ A THIRD TIME IN OPEN COUNCIL this day of 2006.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2006.

MAYOR

CITY CLERK

PARKLAND COMMUNITY PLANNING SERVICES

Report Submitted to the
December 19, 2005 Council Meeting

FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: **December 12, 2005**

TO: **Legislative & Administrative Services Manager**

FROM: **Tony Lindhout, City Planning Manager**

RE: **Land Use Bylaw Amendment 3156/OO-2005**
Portable Sign Regulations

Red Deer City Council at their meeting of September 16, 2005 passed the following resolution:

> "***Resolved*** that Council of the City of Red Deer, having considered the report from Parkland Community Planning Services, dated September 14, 2005, re: Background Report – Consideration of Portable Sign Regulations, hereby directs Administration to prepare a Land Use Bylaw Amendment for regulating portable signage."

Background

The City of Red Deer strives to maintain sign regulations that are current, up to date and reflective of what is deemed appropriate for the City, the business community and the public at large. While the Land Use Bylaw makes provision for many different types and forms of signage, it does not permit or provide for all forms of temporary signage. The most visible forms of temporary signage allowed in the city are real estate signs and the A-board signs that are permitted in the City's downtown C1 and C1A Commercial Districts. Other forms of temporary signage such as inflatable signs, banner signs and mobile or portable signs are not permitted as they are currently prohibited under the City's Land Use Bylaw.

While for overall aesthetic, traffic and safety impact reasons, the City has resisted the move to expand the amount and types of temporary signage permitted throughout the city, recent Court challenges to the broad prohibition against temporary or portable signs in municipal land use bylaws have resulted in a need to re-think the status-quo. Courts have been progressively critical of any local legislation which has absolutely prohibited some forms of signage, including affixing posters to utility poles, prohibiting the placement of electoral signs on public property and lastly, the broad prohibition against portable signs.

As a result of Court decisions across Canada and the intent to comply with the law, many urban municipalities now permit, but legislate the use of temporary signage. Therefore, it is now deemed necessary for the City of Red Deer to consider modifying its Land Use Bylaw so as to regulate various forms of temporary signage including portable signs, rather than totally prohibiting them as the Bylaw now provides. Any further prohibition by The City against portable signs could potentially be subject to successful legal challenge because similar provisions have been successfully challenged in other jurisdictions.

The Courts have indicated that the following provisions in a land use bylaw represent a rational attempt to strike a balance between the right of business to identify themselves and convey messages, and the right of the public to establish and maintain standards of aesthetics and to deal with safety concerns of motorists and pedestrians:

1. A limit on the consecutive number of days that a particular sign could be placed.
2. A limit on the number of signs which could be placed in relationship to the number of units in a commercial strip mall.
3. Restrictions with respect to illumination, flashing or sequential lights or other mechanical or electronic devices to provide or simulate motion.
4. The location only on private property and to the same property to which the sign applies.

The Courts have also indicated support for the proposition that signage overload increase traffic hazards and contribute to the clutter and aesthetic blight which sign regulations aim to reduce. Furthermore, a municipality is not prevented from making regulations about the number, the size, and length of use, the colour of portable signs, or the location of portable signs. A municipality is, however, now prevented from completely banning portable signage as this form of advertising has now been determined to be legitimate by the Courts.

Proposed Portable Sign Regulations

Further to Council's resolution from their September 26, 2005 meeting, City Administration is now bringing forward for Council consideration, a Bylaw amendment to add portable sign regulations to the Land Use Bylaw.

A portable sign is proposed to be defined as "*any sign or advertising device that can be carried or transported from one site to another, which does not rely on a building or a fixed concrete foundation for its structural support and includes signs commonly known as mobile signs, temporary signs, inflatable signs or devices or banners, whether tethered to a building or not, vehicles placed in a location for advertising purposes, but does not include an A-board or real estate sign or signage permanently attached and forming part of motor vehicles used in the day to day conduct of a business.*"

One of the most common examples of a stand-alone portable sign is the type illustrated in the picture to the right. This form of sign has metal legs and typically contains ±4.0 m² of advertising media using coloured lettering on a black background. These advertising units are approximately 2.5m high by 3.0m in length and they are usually located in the front yard or boulevard of the site or business to which the advertising applies.

As the Courts have recognized that municipalities have the right to regulate portable signs in the same way that signage generally is regulated, the following summarizes the proposed regulations as contained in Bylaw Amendment No. 3156/OO-2005:

Portable Signs:

- signs to be located wholly within the property to which advertising applies, except for promotions of only not-for-profit organizations,
- signs not permitted on city boulevards,
- signs to be a permitted use in C1, C1A, C3, C4, I1 & I2 Districts and discretionary in all other districts,

- maximum sign area of 4.0 m²,
- maximum sign height of 3.0m from grade,
- maximum of one sign per site frontage,
- minimum separation distance of 100m between portable signs,
  rationale:
  - ✓ this separation distance has been determined as reasonable based on the amount and number of other types of commercial signage already permitted under the land use bylaw,
  - ✓ avoids clustering of portable signs including on those sites with multiple tenants,
  - ✓ reduces the number of portable signs along city streets, and
  - ✓ reduces visual clutter, sign pollution and negative street aesthetics,
- sign may not contain any illumination, flashing or sequential lights or any mechanical or electronic device to produce or simulate motion,
- sign must not interfere with any site pedestrian and/or vehicular traffic,
- sign to be located minimum 1.5m inside any property line, minimum 3.0m from any site vehicle access/egress point and, if on a corner site, be minimum 3.0m away from street intersection,
- maximum length of sign permit is 90 consecutive days; site then must remain free of a portable sign for a minimum period of 60 days,
  rationale:
  - ✓ validates that portable signs are meant to be temporary,
  - ✓ portable signs are transitory (not permanent),
  - ✓ intent is to accommodate special sales, promotions, etc.,
  - ✓ portable signs are not intended to be main type of advertising,
  - ✓ avoids expectation that any portable sign will always be located on a particular site and/or location,
- sign permit fee is $85.00 and a sign contravention and/or administration and sign removal fee of $100.00,
  rationale:
  - ✓ recognizes increased workload for administration to issue permits,
  - ✓ recognizes time and expense related to enforcement (inspect & validate sign permit and location and, removal of illegal signs),
  - ✓ enforcement is key – City needs to be able to enforce regulations,
- provision for seasonal portable sign (i.e. Christmas tree lot); maximum length 30 days.

<u>Inflatable Signs:</u>

- same general regulations as portable signs
- maximum height cannot exceed height of free standing signs in that district,
- maximum of 1 inflatable sign per site; same 100m separation distance as portable signs, both a portable and inflatable sign on the same site at the same time is not allowed,
- not allowed on the roof of any structure, and
- maximum length of permit is 30 consecutive days and limited to two occurrences per calendar year per site.

Banners

- maximum length of permit is 90 consecutive days and limited to two occurrences per calendar year per site, and
- maximum size cannot exceed 10% of the gross area of the face of the structure to which it is attached.

Public Engagement

As part of the preparation of the background and research on the matter of portable signage, both local sign industry stakeholders and the general public have been informed, consulted and asked for input on the legal requirement of the City to move forward with the preparation of portable signage regulations.

Over the past 12 months, local sign industry stakeholders were provided two opportunities to provide feedback on the City's proposal to create portable signage provisions. Of those that responded, only those few businesses with the potential to provide portable type signs supported portable signage provisions, the rest of the respondents were opposed. City and planning staff have, since the September 16 Council meeting, met with representatives of Magnetsigns who are a major industry provider and supporter of portable signs. While they provided positive input and "hands-on" experience into the preparation of this bylaw amendment and while consensus on a number of the proposed portable sign regulations was achieved, they clearly do not support the proposed 100m separation distance between portable signs. Their thinking is more in the 30-50m sign separation range.

The general public were informed, and asked for feedback mainly through a City based web-page on-line survey, during the summer of 2005. Analysis of the responses received from the on-line survey indicated an overwhelming opposition to any move by the City to allow portable signage.

The most common concerns raised by both sign industry stakeholders and the general public to allowing portable signage were sign pollution, cluttering of city streetscapes and aesthetic blight. Many commented that they have seen the proliferation of these portable advertising signs in other urban centres and were very appreciative that they were not allowed in Red Deer. Respondents clearly indicated that if portable signs were to be allowed, significant limitations must be applied in order to find a balance that maintains the aesthetic values of the City of Red Deer, its business community and area residents.

Conclusion

As it is clear that a total prohibition of portable signs will not withstand a Court challenge, it is necessary for the City of Red Deer to modify its Land Use Bylaw so as to regulate portable signs rather than totally prohibiting them as is currently the case. Administrative staff believes that the challenge to strike a balance between portable sign industry interests (right to use such signs for advertising) and maintaining the aesthetic values of the City of Red Deer and its citizens has been achieved in this bylaw amendment proposal. However, it must be clearly acknowledged that this new category of signage will lead to a noticeable increase in the number of advertising signs both on individual sites and collectively along our major business corridors and that this additional signage will impact the current look, aesthetics and appearance of city streets.

There will be those who consider any move to incorporate portable sign regulations as a step backwards and conversely, there will be those who might find any proposed regulations ultimately to be too restrictive. The approach to establish these portable signage regulations have been undertaken in a manner (intent) that would make them supplementary to existing signage options and their regulations. The City would continue to maintain an overall scheme of signage control that allows for various and multiple advertising options but at the same time, still regulate the overall aesthetic and traffic impact of signage as a whole.

Recommendation

That City Council proceed with first reading of Land Use Bylaw amendment 3156/OO-2005.

T. Lindhout

Tony J. Lindhout, ACP, MCIP
City Planning Manager

Attachments

c. Colleen Jensen, Community Services Director
Joyce Boon, Inspections & Licensing
Nick Riebeek, City Solicitor

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Mr. Jack Engel
First Independent Real Estate Ltd.
P.O. Box 1339
Red Deer, AB T4N 7B6

Dear Jack:

Re: Land Use Bylaw Amendment 3156/OO-2005
Portable Sign Regulations

Thank you for attending the January 16, 2006 Public Hearing of Council with respect to Land Use Bylaw Amendment 3156/OO-2005.

As you are aware, following the Public Hearing, but before consideration of second reading of the bylaw, the following resolutions were passed:

> ***"Resolved*** that Council of the City of Red Deer having considered the report from Parkland Community Planning Services, dated January 10, 2006, re: Revised Planning Report, Land Use Bylaw Amendment 3156/OO-2005, Portable Sign Regulations, hereby agrees to amend Land Use Bylaw Amendment 3156/OO-2005 as follows:
>
> 1. By deleting the current Section 2 and replacing it with the revised Section 2 as follows:
>
>   2 By deleting from Section 1(1) the "Temporary Sign" definition.
>
>   and renumbering Section 3 through 6 of the remainder of the bylaw.
>
> 2. By deleting under Section 4 (2) – the first paragraph following "Districts in which Portable Signs are allowed" and replacing it with the following paragraph:
>
>   " Subject to the provisions of this part, portable signs are a permitted use in C1, C1A, C3, C4, I1, I2 and discretionary in all other districts. Banners and inflatable signs are a discretionary use in all districts."

. . .2/

3. By deleting under Section 4 (5) – Permit and Fees, Item (f):

   (f) notwithstanding any other provision in this Bylaw, any portable sign not removed as required herein or any portable sign in contravention of this Bylaw may after 7 days notice to the owner of the sign be removed by the City, in which case, before the portable sign is released to the permit holder or Owner an administration and removal fee of $100.00, as well as storage costs and any applicable fine must be paid. A portable sign which is not recovered by the permit holder or owner within 60 days of seizure is deemed forfeited and becomes the property of the City of Red Deer. "

4. By deleting the first paragraph under Section 4 (6) – Short Term Seasonal Activity Portable Signs - and replacing it with the following:

   "On application the Inspections and Licensing Manager may in his sole discretion permit the placement of a portable sign for short term seasonal activities but in any event for a period not exceeding 30 days. The license fee for such permit shall be $25.00."

"***Resolved*** that Council of the City of Red Deer hereby agrees to table to the March 13, 2006 Council Meeting consideration of second reading of Land Use Bylaw Amendment 3156/OO-2005 to allow the administration to bring back to Council information and visuals on:

1) Amending proposed Section (3) (e) by deleting the number "100" and substituting in its place the number "50".

2) The spacing impact and number of portable signs permitted related to large frontage multi-tenant sites."

. . .3/

This office will advise you prior to the March 13, 2006 Council meeting of the time this item will be discussed.

Sincerely,

Kelly Kloss
Manager

c Parkland Community Planning Services

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Mr. Randy D. Simpson
General Counsel
4802 – 50th Avenue
Camrose, AB T4V 0R9

Dear Mr. Simpson:

Re: Land Use Bylaw Amendment 3156/OO-2005
Portable Sign Regulations

Thank you for attending the January 16, 2006 Public Hearing of Council with respect to Land Use Bylaw Amendment 3156/OO-2005.

As you are aware, following the Public Hearing, but before consideration of second reading of the bylaw, the following resolutions were passed:

> *"Resolved* that Council of the City of Red Deer having considered the report from Parkland Community Planning Services, dated January 10, 2006, re: Revised Planning Report, Land Use Bylaw Amendment 3156/OO-2005, Portable Sign Regulations, hereby agrees to amend Land Use Bylaw Amendment 3156/OO-2005 as follows:
>
> 5. By deleting the current Section 2 and replacing it with the revised Section 2 as follows:
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> 2 By deleting from Section 1(1) the "Temporary Sign" definition.
>
> and renumbering Section 3 through 6 of the remainder of the bylaw.
>
> 6. By deleting under Section 4 (2) – the first paragraph following "Districts in which Portable Signs are allowed" and replacing it with the following paragraph:
>
> " Subject to the provisions of this part, portable signs are a permitted use in C1, C1A, C3, C4, I1, I2 and discretionary in all other districts. Banners and inflatable signs are a discretionary use in all districts."

. . .2/

7. By deleting under Section 4 (5) – Permit and Fees, Item (f):

   (f) notwithstanding any other provision in this Bylaw, any portable sign not removed as required herein or any portable sign in contravention of this Bylaw may after 7 days notice to the owner of the sign be removed by the City, in which case, before the portable sign is released to the permit holder or Owner an administration and removal fee of $100.00, as well as storage costs and any applicable fine must be paid. A portable sign which is not recovered by the permit holder or owner within 60 days of seizure is deemed forfeited and becomes the property of the City of Red Deer. "

8. By deleting the first paragraph under Section 4 (6) – Short Term Seasonal Activity Portable Signs - and replacing it with the following:

   "On application the Inspections and Licensing Manager may in his sole discretion permit the placement of a portable sign for short term seasonal activities but in any event for a period not exceeding 30 days. The license fee for such permit shall be $25.00."

"Resolved that Council of the City of Red Deer hereby agrees to table to the March 13, 2006 Council Meeting consideration of second reading of Land Use Bylaw Amendment 3156/OO-2005 to allow the administration to bring back to Council information and visuals on:

1) Amending proposed Section (3) (e) by deleting the number "100" and substituting in its place the number "50".

2) The spacing impact and number of portable signs permitted related to large frontage multi-tenant sites."

. . .3/

This office will advise you prior to the March 13, 2006 Council meeting of the time this item will be discussed.

Sincerely,

Kelly Kloss
Manager

c Parkland Community Planning Services

Christine Kenzie

From: Nick Riebeek
Sent: January 17, 2006 9:41 AM
To: Christine Kenzie
Subject: RE: Draft Resolution - Portable Signs

Christine,

thank you, yes this looks fine to me and is consistent with my notes as to what council requested.

nick

From: Christine Kenzie
Sent: Tue 2006/01/17 9:11 AM
To: Nick Riebeek
Subject: FW: Draft Resolution - Portable Signs

See attached for changes from Tony. Do you agree?

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

-----Original Message-----
From: Tony Lindhout
Sent: January 17, 2006 9:10 AM
To: Christine Kenzie
Subject: FW: Draft Resolution - Portable Signs

Christine

I have forwarded the draft resolution back to you with suggested changes. If any questions, please get back to me.

Tony Lindhout
City Planning Manager
Parkland Community Planning Services
#404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Ph: 403.343.3394
Fax: 403.346.1570
Email: tony.lindhout@pcps.ab.ca

-----Original Message-----
From: Christine Kenzie
Sent: January 17, 2006 8:58 AM
To: Tony Lindhout; Nick Riebeek
Subject: Draft Resolution - Portable Signs

Attached is a draft of a resolution passed at last night's Council meeting regarding the Portable Signs Bylaw.

Please review and let me know if the wording is OK.

Thanks.

Christine Kenzie
Legislat <<Draft Resolution - Portable Signs - January 16 2006.doc>> ve & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

THE CITY OF RED DEER
DRAFT RESOLUTIONS

Revision
Per Jay Dustout

Date: **January 16, 2006** **No. 3A, p. 147**

Moved by Councillor Hughes **Seconded by Councillor Jefferies**

"***Resolved*** that Council of the City of Red Deer hereby agrees to table to the March 13, 2006 Council Meeting consideration of second reading of Land Use Bylaw Amendment 3156/OO-2005 to allow the administration to bring back to Council information and visuals on:

1) Amending proposed Section ~~3, part 4~~9 (3) (e) by deleting the number "100" and substituting in its place the number "50".

2) The spacing impact and number of portable signs permitted related to large frontage multi-tenant sites~~buildings~~."

Watkinson-Zimmer	Mulder	Jefferies	Hughes	Pimm	Veer	Wong	Dawson	Flewwelli
☐	☐	☐	☐	☐	☐	☐	☐	☐
☐	☐	☐	☐					
Carried	Defeated	Withdrawn	Tabled					

☐ For	√ Against	A Absent

Christine Kenzie

From: Kelly Kloss
Sent: January 09, 2006 2:52 PM
To: Nick Riebeek; Tony Lindhout; Joyce Boon; Don Simpson; Paul Meyette
Cc: Christine Kenzie
Subject: RE: Portable sign provisions for next Council Meeting

Hi Nick,

We are not having topics on Jan 16 as Norbert is doing his quarterly report. Christine will fax over the report from Tony relative to his position on the 30/60 day issue.

Kelly

-----Original Message-----
From: Nick Riebeek
Sent: January 09, 2006 2:48 PM
To: Tony Lindhout; Kelly Kloss; Joyce Boon; Don Simpson; Paul Meyette
Subject: Portable sign provisions for next Council Meeting

Hello All,

After discussion with Don and seeing what he and Joyce worked out in reference to the Offence and Penalty provisions, a very minor change should occur relative to the Portable Sign bylaw amendment. I think this can be done by resolution at second reading on monday.

Sec. 5(f) of the portable sign provisions can be DELETED as this will now be covered by the general offence and penalty provisions.

We can also add a that the definition "Temporary Sign" in Schedule D be deleted, since this is now covered in the portable sign amendment.

So these are the only two changes necessary right now. However,...

Kelly, would it be possible to discuss with Council during topics, the amendment they proposed with respect to Seasonal signage? Of course Council cannot make any decision and the matter is public, but I would like to provide a further briefing to council which I could repeat in open session relative to the rationale with respect to the 30 days. If council tentatively suggested that they would likely still want the amendment to 60 days, I would rather not be debating this with them in open council. Can we approach it this way? If so, maybe Tony should come to topics to assist?

nick

Comments:

We recommend that Council proceed with First Reading of the Land Use Bylaw Amendment. A Public Hearing would be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Tony Lindhout, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/OO-2005**
Portable Sign Regulations

Reference Report:
Parkland Community Planning Services, dated December 12, 2005 and January 10, 2006.

Resolutions:

"*Resolved* that Council of the City of Red Deer having considered the report from Parkland Community Planning Services, dated January 10, 2006, re: Revised Planning Report, Land Use Bylaw Amendment 3156/OO-2005, Portable Sign Regulations, hereby agrees to amend Land Use Bylaw Amendment 3156/OO-2005 as follows:

1. By deleting the current Section 2 and replacing it with the revised Section 2 as follows:

   2 By deleting from Section 1(1) the "Temporary Sign" definition.

   and renumbering Section 3 through 6 of the remainder of the bylaw.

2. By deleting under Section 4 (2) – the first paragraph following "Districts in which Portable Signs are allowed" and replacing it with the following paragraph:

   " Subject to the provisions of this part, portable signs are a permitted use in C1, C1A, C3, C4, I1, I2 and discretionary in all other districts. Banners and inflatable signs are a discretionary use in all districts."

. . .2/

3. By deleting under Section 4 (5) – Permit and Fees, Item (f):

   (f) notwithstanding any other provision in this Bylaw, any portable sign not removed as required herein or any portable sign in contravention of this Bylaw may after 7 days notice to the owner of the sign be removed by the City, in which case, before the portable sign is released to the permit holder or Owner an administration and removal fee of $100.00, as well as storage costs and any applicable fine must be paid. A portable sign which is not recovered by the permit holder or owner within 60 days of seizure is deemed forfeited and becomes the property of the City of Red Deer. "

4. By deleting the first paragraph under Section 4 (6) – Short Term Seasonal Activity Portable Signs - and replacing it with the following:

   "On application the Inspections and Licensing Manager may in his sole discretion permit the placement of a portable sign for short term seasonal activities but in any event for a period not exceeding 30 days. The license fee for such permit shall be $25.00."

"Resolved that Council of the City of Red Deer hereby agrees to table to the March 13, 2006 Council Meeting consideration of second reading of Land Use Bylaw Amendment 3156/OO-2005 to allow the administration to bring back to Council information and visuals on:

1) Amending proposed Section (3) (e) by deleting the number "100" and substituting in its place the number "50".

2) The spacing impact and number of portable signs permitted related to large frontage multi-tenant sites."

Bylaw Readings:
Land Use Bylaw Amendment 3156/OO-2005, as amended, was tabled prior to considering 2nd reading.

. . .3/

Report Back to Council: Yes
For the March 13, 2006 Council Meeting

Comments/Further Action:
Please provide the information including visuals as outlined in the noted tabling resolution.

Kelly Kloss
Manager

/chk

c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
City Solicitor

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **January 9, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/PP-2005**
Overnight Stay of Trailers (RV's) in Parking Lots

History
At the Monday, December 19, 2005 Council Meeting, Council gave first reading to Land Use Bylaw Amendment 3156/PP-2005

Comments/Further Action:
Land Use Bylaw Amendment 3156/PP-2005 provides clarification and expansion of the current regulations regarding where overnight parking and use (living/sleeping) of self-contained trailers and RV's may be allowed. Some of the new provisions include overnight RV parking and use allowed in parking lots at the Westerner Exposition site, and in parking lots at schools, churches, community centers, recreation facility sites and major hotels, subject to meeting certain criteria. The overnight parking of RV units in commercial retail and big box store parking lots will not be permitted.

Public Consultation Process
A Public Hearing has been advertised for the above noted bylaw to be held on Monday, January 16, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Recommendations
That following the Public Hearing, Council consider second and third readings of the bylaw.

Kelly Kloss
Manager

Report Submitted to the December 19, 2005 Council Meeting

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **December 12, 2005**

TO: **City Council**

FROM: **Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/PP-2005**
Overnight Stay of Trailers (RV's) in Parking Lots

Background

Currently the City's Land Use Bylaw does not allow RV's to park overnight for living/sleeping purposes in any commercial parking lot. RV's however are allowed to stay overnight for living/sleeping purposes in approved campgrounds and they are also allowed for living/sleeping purposes in residential areas May - September to a maximum of 48 hours.

At the Council meeting of October 24, 2005 consideration was given to Land Use Bylaw Amendment 3156/R-2005. This Bylaw proposed to expand within the City, locations where RV's would be permitted to stay overnight for living/sleeping purposes. It proposed to allow (add) overnight living/sleeping in RV's at the following locations:

1. In conference hotel parking lots while attending a function there during major City events when virtually all hotel rooms are booked,
2. On the Westerner site (outside current campground) when exhibitors, etc. need to be nearer to livestock barns, or other site venues for the purposes of security, monitoring and access to show exhibits,
3. In school, church and community facility/center parking lots when attending that site for the purpose of a sporting event, family reunion, concert, etc. This was subject to:
    a. approval by the landowner,
    b. landowner notification to the City development officer,
    c. no fees to be charged,
    d. a maximum stay of 2 consecutive nights;
    e. each site only permitted 2 such events per calendar month, and
    f. the site owner responsible for application of Public Order Bylaw.

No change was proposed to the prohibition of overnight RV stays in the large Wal-Mart type commercial parking lots.

Following the public hearing for Bylaw 3156/R-2005, Council defeated the bylaw at second reading. With the defeat of Bylaw 3156/R-2005 the existing Land Use Bylaw stands and overnight accommodation in RV's is permitted in only approved campgrounds and limited as mentioned previously.

Discussion

Subsequent to the defeat of the mentioned bylaw, it came to my attention that there was some confusion on where RV's were allowed to park. Based on this I was requested to bring this matter back to Council for reconsideration.

Based on discussions with the City Solicitor, we believe that reconsidering second reading of the bylaw is not an option. What Council can do is reconsider the matter as a whole and agree to introduce a new Land Use Bylaw Amendment that mirrors the defeated bylaw. If Council agreed to reconsider the matter, then the new Land Use Bylaw could be given 1st reading with a public hearing being advertised prior to consideration of 2nd reading.

Attached is an updated report from Parkland Community Planning Services for Council's consideration.

Recommendation

That Council:

- Reconsider a Land Use Bylaw Amendment related to overnight stay of trailers (RV's) in parking lots,
- If the reconsideration passes, consider first reading of Land Use Bylaw Amendment 3156/PP-2005.

Kelly Kloss
Manager

/attach.

PARKLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: **December 12, 2005**

TO: **Kelly Kloss, Legislative & Administrative Services Manager**

RE: **Land Use Bylaw Amendment 3156/PP-2005**
Overnight Stay of Trailers (RV's) in Parking Lots

This Land Use Bylaw (LUB) amendment proposal is meant to clarify and expand the current provisions of where overnight parking and use (living/sleeping) of self-contained trailers and RV's may be allowed. This Bylaw amendment proposes to allow overnight RV parking and use as follows:

1. in approved campgrounds **(as currently allowed)**,
2. in residential areas, subject to meeting certain criteria **(as currently allowed)**,
3. in parking lots at the Westerner Exposition site **(this is a new provision)**, and
4. in parking lots at schools, churches, community centers, recreation facility sites and major hotels, subject to meeting certain criteria **(this is a new provision)**.

The overnight parking of RV units in commercial retail and big box store parking lots, which is not permitted under the current Land Use Bylaw, **is not proposed to be changed** in this Bylaw amendment.

Background

Other than in campgrounds and subject to certain criteria in residential districts, the City's Land Use Bylaw (Section 47) currently prohibits, in any other locations, the overnight parking and use for living/sleeping of self contained recreation vehicle units. This restriction causes a problem when major events are held in the city. Overflow trailer (RV) parking occurs at the Westerner site and during major conventions and events, RV's are parked and in use at hotels. In addition, family reunions and sporting tournaments on public sites have included requests for overnight RV parking which also is not allowed under the current bylaw.

City Administration has examined and evaluated the current Bylaw requirement that does not allow overnight visitor RV parking outside of designated campgrounds. This became an issue because of Wal-Mart's policy across North America to allow overnight visitor RV parking in their parking lots after their stores had closed. Research on this matter revealed that none of Alberta's major cities regulate this activity on the basis that these parking areas are considered to be private land, they do not have the staff to monitor or police the situation, they have not had complaints and if there were complaints of noise or nuisance, charges under the appropriate municipal bylaw would be laid. Lastly, as long as the overnight RV parking does not interfere with the Land Use Bylaw parking standards as to the number of stalls available to customers while the store is open, they do not have a concern.

The City of Red Deer, through its Licensing and Inspections Department, enforces municipal Bylaws on a complaint basis. The Inspections & Licensing Department has been actively working to ensure and educate large commercial retail operators of the fact that overnight parking and stay of RV units

in their parking lots are not permitted. In this regard, the local Wal-Mart stores have now added signage to their parking lots indicating that overnight RV stays are not permitted and Wal-Mart has been asked to remove Red Deer from their national listing of stores that allow overnight RV stays.

Also, the practice of occupying a RV unit overnight while parked at a convention hotel, recreation facility site, community center, school or church site was noted. This appears to occur occasionally during special functions, tournaments, family reunions, concerts or other entertainment events held at these locations. Furthermore, the Westerner Exhibition Association allows the overnight stay of RV units on portions of their parking lots when their own campground is full and/or in conjunction with agricultural, trade shows and similar major events.

Stakeholder Consultation

Planning and Inspections & Licensing staff met with the operators of the two city campgrounds who voiced their concerns regarding the viability of their campground operations if travelers with RV units were allowed to freely park (camp) overnight in city commercial parking lots. Concerns were also expressed related to the volume of campers and resulting impact on parking in the commercial parking lots. Photos were provided showing sites in other municipalities where RV units were occupying large portions of commercial parking lots. Representatives from two of the city's larger convention hotel operations were also consulted indicating that, while it is not their desire to be in the campground business, hotel operators would like the ability to accommodate hotel patrons who arrive with a RV unit to attend a major event at their facility when all normal rooms are fully booked. The campground operators acknowledged that when certain major events are held in the city, generally all available accommodation is full including campgrounds. Therefore, campground operators were prepared to support the overnight stay of RV units in hotel parking lots on a limited basis.

There was also examination of overnight RV parking at public sites (schools, churches, community centers) to accommodate family reunions, ball tournaments and other specialized events. It appears that this practice was not wide spread, generally limited to the summer season and, for the most part, goes unnoticed by the general public. No objections have been received to this.

Proposed Bylaw Amendment 3156/PP-2005

Based on the discussions held with local campground and hotel industry operators and the consensus and analysis reached with them, planning and Inspections & Licensing staff are prepared to support additional locations that allow overnight RV stays based on an approach that does not undermine the campground industry but yet supports the local convention and conference industry. Proposed Land Use Bylaw Amendment 3156/PP-2005 aims to regulate overnight parking and use of RV units in the following manner:

1. Continue to allow overnight parking of RV units in all approved campgrounds.
2. Will allow, on Westerner Exhibition parking lots, overnight parking and use of RV units if

their campground is full and/or if patrons require close proximity to agricultural facilities housing livestock or for security reasons regarding other site functions. The Westerner site is often the venue for major events which fill their campground to capacity. It is not practical to expand their campground for these few events per year.

3. Will allow, subject to certain criteria, limited overnight parking and use of self-contained RV units in parking lots at schools, churches, recreation facility sites and community centers in order to accommodate patrons of on-site family reunions, concerts, sporting tournaments, etc.
4. Will allow, subject to certain criteria, limited overnight parking and use of self-contained RV units in the parking lots of major hotels to accommodate patrons who attend functions or events in facilities on the same site when regular hotel accommodation is not available.
5. Will continue to allow, subject to existing Section 47 of the Land Use Bylaw, limited overnight parking of RV units in residential areas. While some minor wording, renumbering and format changes are being proposed to this section, these changes do not alter the intent of what is permitted under the current Bylaw.

The criteria referenced in (3) & (4) above to regulate overnight parking and use of self-contained RV units in parking lots located at schools, churches, recreation facility sites, community centers and major hotel sites are proposed as follows:

a) the occupant shall obtain consent from the owner of the site and must be attending a function or event in a facility on that site;
b) the owner of the site shall obtain approval from the Development Authority;
c) overnight parking on the site shall not exceed two consecutive nights unless approved by the Development Authority;
d) overnight parking on the site shall not exceed two occasions per calendar month unless approved by the Development Authority;
e) no fees shall be charged for overnight parking; and
f) the owner of the site shall be responsible to ensure that all City of Red Deer Bylaws, including the Public Order Bylaw, are complied with.

Commercial Retail and Big Box Store Parking Lots

Planning and Inspections & Licensing staff do not support overnight parking of RV units in commercial retail and big box store parking lots for the following reasons:

- availability of free camping is unfair to approved campground operators,
- competes with site parking provisions required and provided under the land use bylaw,
- disrupts intended function of a parking lot (parking for store customers),
- overnight use of a parking lot for living/accommodation is not an allowed use within commercial land use districts,
- overnight living/accommodation is not an appropriate or desirable use for a commercial retail parking lot,
- potential for late night noise and disruption (music, partying, grouping of RV's),

- safety – children playing, bike riding, walking a pet, etc. in and around a commercial parking lot conflicts with the movement of vehicles and is not expected by drivers,
- garbage - most parking lots do not have trash containers, and
- RV's can stay for extended periods of time.

Overnight stay of RV units in commercial retail and big box store parking lots, which is currently **not permitted** under the City's Land Use Bylaw, **is therefore not proposed to be changed** as part of this Bylaw amendment proposal. The Inspections & Licensing department will continue to enforce parking lot violations on a complaint basis.

Recommendation

That City Council proceed with first reading of Land Use Bylaw amendment 3156/PP-2005.

T. Lindhout

Tony Lindhout, ACP, MCIP
City Planning Manager

c. Paul Meyette, Inspections & Licensing Manager
Colleen Jensen, Community Services Director

attachment

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Mr. John Harms, General Manager
Westerner Exposition Association
4847A – 19th Street
Red Deer, AB T4R 2N7

Dear John:

Re: Land Use Bylaw Amendment 3156/PP-2005
Overnight Stay of Trailers (RV's) in Parking Lots

At the Monday, January 16, 2006 Red Deer City Council Meeting, a Public Hearing was held with regards to Land Use Bylaw Amendment 3156/PP-2005. Following the Public Hearing, Council gave second and third readings to the bylaw. A copy of the bylaw is enclosed for your information.

Land Use Bylaw Amendment 3156/PP-2005 provides clarification and expansion of the current regulations regarding where overnight parking and use (living/sleeping) of self-contained trailers and RV's may be allowed. Some of the new provisions include overnight RV parking in lots at schools, churches, community centers, recreation facility sites and major hotels, subject to meeting certain criteria. The overnight parking of RV units in commercial retail and big box store parking lots will not be permitted.

Please contact me if you have any questions.

Sincerely,

Kelly Kloss
Manager

/attach.

c. Parkland Community Planning Services

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Laura Turner, Executive Director
Tourism Red Deer
30A Riverview Park
Red Deer, AB T4N 1E3

Dear Ms Turner:

Re: Land Use Bylaw Amendment 3156/PP-2005
Overnight Stay of Trailers (RV's) in Parking Lots

At the Monday, January 16, 2006 Red Deer City Council Meeting, a Public Hearing was held with regards to Land Use Bylaw Amendment 3156/PP-2005. Following the Public Hearing, Council gave second and third readings to the bylaw. A copy of the bylaw is enclosed for your information.

Land Use Bylaw Amendment 3156/PP-2005 provides clarification and expansion of the current regulations regarding where overnight parking and use (living/sleeping) of self-contained trailers and RV's may be allowed. Some of the new provisions include overnight RV parking in lots at schools, churches, community centers, recreation facility sites and major hotels, subject to meeting certain criteria. The overnight parking of RV units in commercial retail and big box store parking lots will not be permitted.

Please contact me if you have any questions.

Sincerely,

Kelly Kloss
Manager

/attach.

c Parkland Community Planning Services

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

OVERNIGHT STAY OF TRAILERS IN PARKING LOTS
LUB 3156/PP-2005

DESCRIPTION: Provision for overnight stay of trailers (RV's) in approved campgrounds, parking lots, schools, churches, etc.

FIRST READING: December 19, 2005

FIRST PUBLICATION: December 30, 2005

SECOND PUBLICATION: January 6, 2006

PUBLIC HEARING & SECOND READING: January 16, 2006

THIRD READING: January 16, 2006

LETTERS REQUIRED TO PROPERTY OWNERS: YES ☐ NO ☑ *Courtesy Letter

DEPOSIT? YES ☐ $ _____ NO ☑ BY: City

ACTUAL COST OF ADVERTISING:

$ 149.60 X 2 TOTAL: $ 299.20

MAP PREPARATION: $ _____

TOTAL COST: $ 299.20

LESS DEPOSIT RECEIVED: $ _____

AMOUNT OWING/ (REFUND): $ _____

INVOICE NO.: —

(Account No. 180.5901)

December 28, 2005

«Prime_Owner_Name»
«Owner_Address_1»
«Owner_Address_2»
«Owner_Address_3»
«Owner_Address_4»

Dear Sir/Madam:

Re: Land Use Bylaw Amendment 3156/PP-2005
Overnight Stay of Trailers (RV's) in Parking Lots

In October 2005 Council of the City of Red Deer considered changes to the Land Use Bylaw, specifically related to overnight parking of trailers (RV's). Following a public hearing for Bylaw 3156/R-2005, Council defeated the proposed amendment.

As a stakeholder consulted during the previous consideration of overnight stay of RV's, we wish to inform you that City Council is reconsidering an amendment to the Land Use Bylaw **(3156/PP-2005),** which would provide for the overnight stay of trailers (RV's) in approved campgrounds, in residential areas under certain conditions, and to allow self-contained units to park overnight within parking lots at the Westerner Exposition site, schools, churches, community centres, recreation facility sites and major hotels, subject to certain conditions. Attached for your information is a copy of the proposed bylaw amendment.

City Council will hear from any person claiming to be affected by the proposed bylaw at a Public Hearing on **Monday, January 16, 2005,** at 7:00 p.m. in Council Chambers, 2nd floor of City Hall. If you want your letter or petition included on the Council agenda you must submit it to our office by **Tuesday, January 10, 2005.** Otherwise, you may submit your letter or petition at the Council meeting or you can simply tell Council your views at the Public Hearing. Any submission will be public information. If you have any questions regarding the use of this information, please contact Legislative & Administrative Services at 342-8132.

Yours truly,

Kelly Kloss
Manager, Legislative & Administrative Services

encl.

c. J. Graves

Prime Owner Name	Owner Address 1	Owner Address 2
Red Deer Lodge	4311 - 49 Avenue	Red Deer, AB T4N 5Y7
Capri Hotel	3310 - 50 Avenue	RED DEER, AB T4N 3X9
Westerner Exposition Association	4847A - 19 Street	RED DEER, AB T4R 2N7

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **December 12, 2005**

TO: **City Council**

FROM: **Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/PP-2005**
Overnight Stay of Trailers (RV's) in Parking Lots

Background

Currently the City's Land Use Bylaw does not allow RV's to park overnight for living/sleeping purposes in any commercial parking lot. RV's however are allowed to stay overnight for living/sleeping purposes in approved campgrounds and they are also allowed for living/sleeping purposes in residential areas May - September to a maximum of 48 hours.

At the Council meeting of October 24, 2005 consideration was given to Land Use Bylaw Amendment 3156/R-2005. This Bylaw proposed to expand within the City, locations where RV's would be permitted to stay overnight for living/sleeping purposes. It proposed to allow (add) overnight living/sleeping in RV's at the following locations:

1. In conference hotel parking lots while attending a function there during major City events when virtually all hotel rooms are booked,
2. On the Westerner site (outside current campground) when exhibitors, etc. need to be nearer to livestock barns, or other site venues for the purposes of security, monitoring and access to show exhibits,
3. In school, church and community facility/center parking lots when attending that site for the purpose of a sporting event, family reunion, concert, etc. This was subject to:
    a. approval by the landowner,
    b. landowner notification to the City development officer,
    c. no fees to be charged,
    d. a maximum stay of 2 consecutive nights;
    e. each site only permitted 2 such events per calendar month, and
    f. the site owner responsible for application of Public Order Bylaw.

No change was proposed to the prohibition of overnight RV stays in the large Wal-Mart type commercial parking lots.

Following the public hearing for Bylaw 3156/R-2005, Council defeated the bylaw at second reading. With the defeat of Bylaw 3156/R-2005 the existing Land Use Bylaw stands and overnight accommodation in RV's is permitted in only approved campgrounds and limited as mentioned previously.

Discussion

Subsequent to the defeat of the mentioned bylaw, it came to my attention that there was some confusion on where RV's were allowed to park. Based on this I was requested to bring this matter back to Council for reconsideration.

Based on discussions with the City Solicitor, we believe that reconsidering second reading of the bylaw is not an option. What Council can do is reconsider the matter as a whole and agree to introduce a new Land Use Bylaw Amendment that mirrors the defeated bylaw. If Council agreed to reconsider the matter, then the new Land Use Bylaw could be given 1st reading with a public hearing being advertised prior to consideration of 2nd reading.

Attached is an updated report from Parkland Community Planning Services for Council's consideration.

Recommendation

That Council:

- Reconsider a Land Use Bylaw Amendment related to overnight stay of trailers (RV's) in parking lots,
- If the reconsideration passes, consider first reading of Land Use Bylaw Amendment 3156/PP-2005.

Kelly Kloss
Manager

/attach.

THE CITY OF Red Deer

Council Decision – December 19, 2005

Legislative & Administrative Services

DATE: **December 20, 2005**

TO: **Tony Lindhout, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/PP-2005**
Overnight Stay of Trailers (RV's) in Parking Lots

Reference Report:
Legislative & Administrative Services Manager, dated December 12, 2005 and Parkland Community Planning Services, dated December 12, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/PP-2005 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes
A Public Hearing will be held on Monday, January 16, 2005 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Comments/Further Action:
Land Use Bylaw Amendment 3156/PP-2005 provides clarification and expansion of the current regulations regarding where overnight parking and use (living/sleeping) of self-contained trailers and RV's may be allowed. Some of the new provisions include overnight RV parking and use allowed in parking lots at the Westerner Exposition site, and in parking lots at schools, churches, community centers, recreation facility sites and major hotels, subject to meeting certain criteria. The overnight parking of RV units in commercial retail and big box store parking lots will not be permitted. This office will now proceed with the advertising for a Public Hearing. The City of Red Deer will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager
/chk
/attach.
c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3156/PP-2005

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

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

Bylaw No. 3156/96 is hereby amended as follows:

1 Section 47 is deleted in its entirety and replaced with the following new section:

"47 No owner or person in lawful possession or control of a site shall allow or permit a trailer parked on such site to be used for living or sleeping accommodation except as follows:

(1) A trailer parked in an approved campground.

(2) A trailer parked in the Westerner Exposition site if their on-site campground is full or if exhibitors require close proximity to on-site facilities.

(3) A self-contained trailer parked in the parking lot of a church, school, recreation venue site, community centre or major hotel with conference/convention facilities providing:

(a) the occupant has obtained consent from the owner of the site and is attending a function or event in a facility on that site;
(b) the owner of the site has obtained approval from the Development Authority;
(c) overnight parking on the site does not exceed two consecutive nights unless approved by the Development Authority;
(d) overnight parking on the site shall not exceed two occasions per calendar month unless approved by the Development Authority;
(e) no fees shall be charged for overnight parking;
(f) the owner of the site will be responsible to ensure that all City of Red Deer Bylaws, including the Public Order Bylaw, are complied with."

(4) A trailer parked on a site in a residential district for 48 hours or less between the first day of April and the thirty-first day of October each year.

(5) A trailer parked on a site in a residential district for a period greater than 48 hours between the first day of April and the thirty-first day of October each year providing:

(a) the owner of the site obtains approval from the Development Authority;
(b) no rent or fees are paid for the use of the site or facilities;
(c) the period shall in no circumstances exceed thirty days without prior approval of the Development Authority."

READ A FIRST TIME IN OPEN COUNCIL this	19th	day of	December	2005.
READ A SECOND TIME IN OPEN COUNCIL this		day of		2005.
READ A THIRD TIME IN OPEN COUNCIL this		day of		2005.
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of		2005.

MAYOR

CITY CLERK

PARKLAND COMMUNITY PLANNING SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: **December 12, 2005**

TO: **Kelly Kloss, Legislative & Administrative Services Manager**

RE: **Land Use Bylaw Amendment 3156/PP-2005**
Overnight Stay of Trailers (RV's) in Parking Lots

This Land Use Bylaw (LUB) amendment proposal is meant to clarify and expand the current provisions of where overnight parking and use (living/sleeping) of self-contained trailers and RV's may be allowed. This Bylaw amendment proposes to allow overnight RV parking and use as follows:

1. in approved campgrounds **(as currently allowed)**,
2. in residential areas, subject to meeting certain criteria **(as currently allowed)**,
3. in parking lots at the Westerner Exposition site **(this is a new provision)**, and
4. in parking lots at schools, churches, community centers, recreation facility sites and major hotels, subject to meeting certain criteria **(this is a new provision)**.

The overnight parking of RV units in commercial retail and big box store parking lots, which is not permitted under the current Land Use Bylaw, **is not proposed to be changed** in this Bylaw amendment.

Background

Other than in campgrounds and subject to certain criteria in residential districts, the City's Land Use Bylaw (Section 47) currently prohibits, in any other locations, the overnight parking and use for living/sleeping of self contained recreation vehicle units. This restriction causes a problem when major events are held in the city. Overflow trailer (RV) parking occurs at the Westerner site and during major conventions and events, RV's are parked and in use at hotels. In addition, family reunions and sporting tournaments on public sites have included requests for overnight RV parking which also is not allowed under the current bylaw.

City Administration has examined and evaluated the current Bylaw requirement that does not allow overnight visitor RV parking outside of designated campgrounds. This became an issue because of Wal-Mart's policy across North America to allow overnight visitor RV parking in their parking lots after their stores had closed. Research on this matter revealed that none of Alberta's major cities regulate this activity on the basis that these parking areas are considered to be private land, they do not have the staff to monitor or police the situation, they have not had complaints and if there were complaints of noise or nuisance, charges under the appropriate municipal bylaw would be laid. Lastly, as long as the overnight RV parking does not interfere with the Land Use Bylaw parking standards as to the number of stalls available to customers while the store is open, they do not have a concern.

The City of Red Deer, through its Licensing and Inspections Department, enforces municipal Bylaws on a complaint basis. The Inspections & Licensing Department has been actively working to ensure and educate large commercial retail operators of the fact that overnight parking and stay of RV units

in their parking lots are not permitted. In this regard, the local Wal-Mart stores have now added signage to their parking lots indicating that overnight RV stays are not permitted and Wal-Mart has been asked to remove Red Deer from their national listing of stores that allow overnight RV stays.

Also, the practice of occupying a RV unit overnight while parked at a convention hotel, recreation facility site, community center, school or church site was noted. This appears to occur occasionally during special functions, tournaments, family reunions, concerts or other entertainment events held at these locations. Furthermore, the Westerner Exhibition Association allows the overnight stay of RV units on portions of their parking lots when their own campground is full and/or in conjunction with agricultural, trade shows and similar major events.

Stakeholder Consultation

Planning and Inspections & Licensing staff met with the operators of the two city campgrounds who voiced their concerns regarding the viability of their campground operations if travelers with RV units were allowed to freely park (camp) overnight in city commercial parking lots. Concerns were also expressed related to the volume of campers and resulting impact on parking in the commercial parking lots. Photos were provided showing sites in other municipalities where RV units were occupying large portions of commercial parking lots. Representatives from two of the city's larger convention hotel operations were also consulted indicating that, while it is not their desire to be in the campground business, hotel operators would like the ability to accommodate hotel patrons who arrive with a RV unit to attend a major event at their facility when all normal rooms are fully booked. The campground operators acknowledged that when certain major events are held in the city, generally all available accommodation is full including campgrounds. Therefore, campground operators were prepared to support the overnight stay of RV units in hotel parking lots on a limited basis.

There was also examination of overnight RV parking at public sites (schools, churches, community centers) to accommodate family reunions, ball tournaments and other specialized events. It appears that this practice was not wide spread, generally limited to the summer season and, for the most part, goes unnoticed by the general public. No objections have been received to this.

Proposed Bylaw Amendment 3156/PP-2005

Based on the discussions held with local campground and hotel industry operators and the consensus and analysis reached with them, planning and Inspections & Licensing staff are prepared to support additional locations that allow overnight RV stays based on an approach that does not undermine the campground industry but yet supports the local convention and conference industry. Proposed Land Use Bylaw Amendment 3156/PP-2005 aims to regulate overnight parking and use of RV units in the following manner:

1. Continue to allow overnight parking of RV units in all approved campgrounds.
2. Will allow, on Westerner Exhibition parking lots, overnight parking and use of RV units if

their campground is full and/or if patrons require close proximity to agricultural facilities housing livestock or for security reasons regarding other site functions. The Westerner site is often the venue for major events which fill their campground to capacity. It is not practical to expand their campground for these few events per year.

3. Will allow, subject to certain criteria, limited overnight parking and use of self-contained RV units in parking lots at schools, churches, recreation facility sites and community centers in order to accommodate patrons of on-site family reunions, concerts, sporting tournaments, etc.
4. Will allow, subject to certain criteria, limited overnight parking and use of self-contained RV units in the parking lots of major hotels to accommodate patrons who attend functions or events in facilities on the same site when regular hotel accommodation is not available.
5. Will continue to allow, subject to existing Section 47 of the Land Use Bylaw, limited overnight parking of RV units in residential areas. While some minor wording, renumbering and format changes are being proposed to this section, these changes do not alter the intent of what is permitted under the current Bylaw.

The criteria referenced in (3) & (4) above to regulate overnight parking and use of self-contained RV units in parking lots located at schools, churches, recreation facility sites, community centers and major hotel sites are proposed as follows:

a) the occupant shall obtain consent from the owner of the site and must be attending a function or event in a facility on that site;
b) the owner of the site shall obtain approval from the Development Authority;
c) overnight parking on the site shall not exceed two consecutive nights unless approved by the Development Authority;
d) overnight parking on the site shall not exceed two occasions per calendar month unless approved by the Development Authority;
e) no fees shall be charged for overnight parking; and
f) the owner of the site shall be responsible to ensure that all City of Red Deer Bylaws, including the Public Order Bylaw, are complied with.

Commercial Retail and Big Box Store Parking Lots

Planning and Inspections & Licensing staff do not support overnight parking of RV units in commercial retail and big box store parking lots for the following reasons:

- availability of free camping is unfair to approved campground operators,
- competes with site parking provisions required and provided under the land use bylaw,
- disrupts intended function of a parking lot (parking for store customers),
- overnight use of a parking lot for living/accommodation is not an allowed use within commercial land use districts,
- overnight living/accommodation is not an appropriate or desirable use for a commercial retail parking lot,
- potential for late night noise and disruption (music, partying, grouping of RV's),

- safety – children playing, bike riding, walking a pet, etc. in and around a commercial parking lot conflicts with the movement of vehicles and is not expected by drivers,
- garbage - most parking lots do not have trash containers, and
- RV's can stay for extended periods of time.

Overnight stay of RV units in commercial retail and big box store parking lots, which is currently **not permitted** under the City's Land Use Bylaw, **is therefore not proposed to be changed** as part of this Bylaw amendment proposal. The Inspections & Licensing department will continue to enforce parking lot violations on a complaint basis.

Recommendation

That City Council proceed with first reading of Land Use Bylaw amendment 3156/PP-2005.

T. Lindhout

Tony Lindhout, ACP, MCIP
City Planning Manager

c. Paul Meyette, Inspections & Licensing Manager
Colleen Jensen, Community Services Director

attachment

FILE COPY

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Tony Lindhout, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/PP-2005**
Overnight Stay of Trailers (RV's) in Parking Lots

Reference Report:
Parkland Community Planning Services , dated December 12, 2005 and Legislative & Administrative Services Manager, dated December 12, 2005

Bylaw Readings:
Land Use Bylaw Amendment 3156/PP-2005 was given second and third readings. A copy of the bylaw is attached.

Report Back to Council: No

Comments/Further Action:
Land Use Bylaw Amendment 3156/PP-2005 provides clarification and expansion of the current regulations regarding where overnight parking and use (living/sleeping) of self-contained trailers and RV's may be allowed. Some of the new provisions include overnight RV parking and use allowed in parking lots at the Westerner Exposition site, and in parking lots at schools, churches, community centers, recreation facility sites and major hotels, subject to meeting certain criteria. The overnight parking of RV units in commercial retail and big box store parking lots will not be permitted. This office will amend the Land Use Bylaw and distribute copies in due course.

Kelly Kloss
Manager

/chk
attchs.
c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
City Assessor
E. Damberger, PCPS
T. Edwards, Clerk Steno

BYLAW NO. 3156/PP-2005

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

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

Bylaw No. 3156/96 is hereby amended as follows:

1 Section 47 is deleted in its entirety and replaced with the following new section:

"47 No owner or person in lawful possession or control of a site shall allow or permit a trailer parked on such site to be used for living or sleeping accommodation except as follows:

(1) A trailer parked in an approved campground.

(2) A trailer parked in the Westerner Exposition site if their on-site campground is full or if exhibitors require close proximity to on-site facilities.

(3) A self-contained trailer parked in the parking lot of a church, school, recreation venue site, community centre or major hotel with conference/convention facilities providing:

(a) the occupant has obtained consent from the owner of the site and is attending a function or event in a facility on that site;
(b) the owner of the site has obtained approval from the Development Authority;
(c) overnight parking on the site does not exceed two consecutive nights unless approved by the Development Authority;
(d) overnight parking on the site shall not exceed two occasions per calendar month unless approved by the Development Authority;
(e) no fees shall be charged for overnight parking;
(f) the owner of the site will be responsible to ensure that all City of Red Deer Bylaws, including the Public Order Bylaw, are complied with."

(4) A trailer parked on a site in a residential district for 48 hours or less between the first day of April and the thirty-first day of October each year.

(5) A trailer parked on a site in a residential district for a period greater than 48 hours between the first day of April and the thirty-first day of October each year providing:

(a) the owner of the site obtains approval from the Development Authority;
(b) no rent or fees are paid for the use of the site or facilities;
(c) the period shall in no circumstances exceed thirty days without prior approval of the Development Authority."

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this 16th day of January 2006.

READ A THIRD TIME IN OPEN COUNCIL this 16th day of January 2006.

AND SIGNED BY THE MAYOR AND CITY CLERK this 16th day of January 2006.

MAYOR

CITY CLERK

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **January 9, 2006**

TO: **City Council**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Proposed 2005 Off-Site Levy Rates and Tentative 2006 Rates**
2005/2006 Off-Site Levy Bylaw 3354/2005

History
At the Monday, December 19, 2005 meeting of Council, Council have first reading to the 2005/2006 Off-Site Levy Bylaw 3354/2005

The 2005/2006 Off-Site Levy Bylaw 3354/2005 provides for the off-site levies, for 2005/2006 that the City charges on new development lands within The City.

Public Consultation Process
As per the MGA, this office advertised for two consecutive weeks the 2005 levies and 2006 levies that will be charged in the local newspaper.

Discussion
A report from the Engineering Services Manager is attached noting proposed revisions to the 2005/2006 Off-Site Levy Bylaw 3354/2005, for your consideration.

Recommendations
That Council consider:

(a) Passing a resolution to substitute the revised version of 2005/2006 Off-Site Levy Bylaw 3354/2005, as presented to Council on January 16, 2006, then
(b) Giving second and third readings to the revised 2005/2006 Off-Site Levy Bylaw 3354/2005.

Or

(a) Giving second and third readings to the 2005/2006 Off-Site Levy Bylaw 3354/2005 as presented to Council on December 19, 2005.

Kelly Kloss
Manager
/attach.

THE CITY OF
Red Deer
ENGINEERING SERVICES

Date: January 9, 2006

To: Legislative & Administrative Services Manager

From: Engineering Services Manager

Re: **2005 – 2006 Off-Site Levy Bylaw**

Subsequent to the December 19th, 2005 presentation and first reading of the above noted bylaw, it was determined that some additional information was needed in the bylaw to outline the method by which the off-site levy rates were calculated. This is prescribed within Section 649 of the Municipal Government Act (MGA). In consultation with The City's Solicitor, we have added four new definitions (numbers 5, 7, 9 and 11) to meet this requirement.

Engineering Services respectfully recommends Council's acceptance of the above noted revisions in order to proceed with the second and third readings of the 2005 Off-site Levy Rate Bylaw No. 3354 / 2005.

In addition to the above, attached for your information is a levy rate comparison for a few Alberta municipalities of varying size. For 2005, levy rates within the sample group varied from $30,000 to nearly $120,000/hectare. At $72,850/hectare (proposed 2005 rate), Red Deer continues to be 'in the middle of the pack'. Notably, Lethbridge (similar in size to Red Deer) has seen their rates increase from $60,100/hectare in 2005 to $83,400/hectare in 2006.

Greg Sikora, M.Sc., P. Eng.
Utilities Engineer

Tom C. Warder, P. Eng.
Engineering Services Manager

TCW/GJS/ldr
Att.

c. City Manager
Director of Development Services
Director of Corporate Services
Streets Engineer
Engineering Administrative Supervisor
UDI Chapter Chairman, Guy Pelletier

Offsite Levy Rate Comparison for Various Alberta Municipalities

Municipality	Year	Total Levy Rate	Levies Applicable To:
Blackfalds	2005	$30,610	Water, Sanitary, Storm and Transportation
Calgary	2005	$58,128 - $99,881	Storm, Roads and Transportation.
	2006	$62,439 - $104,192	
Camrose	2003	$27,316 - $37,307	Water, Sanitary, Storm, Transportation and Sanitary
	2004	"	Treatment
	2005	"	
Edmonton	2005	$33,388 - $116,705	Water, Sanitary, Storm and Roads
Lethbridge	2005	$60,100	Water, Sanitary, Storm, Roads and Transportation
	2006	$83,400	
Strathcona County	2005	$48,541 - $91,871	Water, Sanitary, Storm and Roads
Red Deer	2005	$72,850	Water, Sanitary, Storm and Roads
	2006	est. $80,000	

Revised Bylaw
Submitted January 16, 2006

BYLAW NO. 3354/2005

Being a Bylaw of The City of Red Deer to provide a uniform levy of off-site costs in respect of previously undeveloped land.

1. WHEREAS pursuant to provisions of Section 648 of the Municipal Government Act, The City may by bylaw:

   (a) Provide for the imposition and payment of a levy to be known as an "off-site levy" in respect of land that is to be developed or subdivided, and

   (b) Authorize an agreement to be entered into in respect of the payment of the levy.

2. An off-site levy may be used only to pay for all or part of the capital cost of any or all of the following:

   (a) New or expanded facilities for the storage, transmission, treatment, or supplying of water;

   (b) New or expanded facilities for the treatment, movement, or disposal of sanitary sewage;

   (c) New or expanded storm sewer drainage facilities;

   (c.1) New or expanded roads required for or impacted by a subdivision or development;

   (d) Land required for or in connection with any facilities described in clauses (a) to (c.1);

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

1 This bylaw may be cited as "The Off-Site Levy Bylaw".

2 Definitions:

For the purpose of this bylaw:

(1) "Development" shall mean:

(a) a change of use of land, or an act done in relation to land that results in or is likely to result in a change in the use of the land, or

(b) a change in the intensity of the use of land or an act done in relation to land that results in, or is likely to result in, a change of the intensity of the use of the said land.

(2) "Gross Development Area" means each and every hectare or part thereof as shown on the Plan of Subdivision for a development which has been approved by the Municipal Planning Commission, including any area which may be dedicated for roads, lanes, walkways, parks, reserve parcels, schools, or any other public use.

(3) "Net Development Area" means the area remaining after the deletion from the Gross Development Area of lands required for arterial roadways, any previously developed lands, and other undevelopable lands such as wetlands, rivers, creeks, escarpments and major utility rights of way.

(4) "Trunk Water" means an existing or proposed water main; generally having an internal diameter of 350 mm or greater, complete with related pumping and storage facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Water Off-site Levy rate.

(5) "Trunk Water Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Water facilities identified on Schedule "A" less the Water Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "A".

(6) "Trunk Sanitary" means an existing or proposed sanitary sewer; generally having an internal diameter of 375 mm or greater, or having a depth of cover greater than 6.0 m, complete with related pumping facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Sanitary Off-site Levy rate.

(7) "Trunk Sanitary Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Sanitary

facilities identified on Schedule "B" less the Sanitary Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "B".

(8) "Trunk Storm" means an existing or proposed storm sewer; generally defined as having an internal diameter of 1,200 mm or greater, as well as storm water storage facilities and associated outlet piping; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Storm Off-site Levy rate.

(9) "Trunk Storm Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Storm facilities identified on Schedule "C" less the Storm Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "C".

(10) "Major Thoroughfare" means an existing or proposed expressway, divided arterial roadway, or undivided arterial roadway, including the land for right of way, storm drainage, traffic signals, and street lighting, that has been designated as a major thoroughfare by The City; the cost of same having been included in the calculation of the Major Thoroughfare off-site levy rate.

(11) "Major Thoroughfare Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Major Thoroughfare

facilities identified on Schedule "D" less the Major Thoroughfare Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "D".

3 That up to and including December 31, 2005, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,520 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure (the" Trunk Water Off-site Levy Rate").

(2) In all the area outlined in the attached Schedule "B", the sum of $5,215 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure (the "Trunk Sanitary Off-site Levy Rate").

(3) In all the area outlined in the attached Schedule "C", the sum of $22,370 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure (the "Trunk Storm Off-site Levy Rate").

(4) In all the area outlined in the attached Schedule "D", the sum of $36,745 for each hectare or part thereof within the Net Development Area for Major Thoroughfares (the "Major Thoroughfare Off-site Levy Rate").

4 That effective January 1, 2006, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,940 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure (the" Trunk Water Off-site Levy Rate").

(2) In all the area outlined in the attached Schedule "B", the sum of $5,470 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure (the "Trunk Sanitary Off-site Levy Rate").

(3) In all the area outlined in the attached Schedule "C", the sum of $23,480 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure (the "Trunk Storm Off-site Levy Rate").

(4) In all the area outlined in the attached Schedule "D", the sum of $42,110 for each hectare or part thereof within the Net Development Area for Major Thoroughfares (the "Major Thoroughfare Off-site Levy Rate").

5 All levies imposed under this bylaw shall be in addition to the fee payable for development permits or building permits, and shall be paid to The City following approval of a subdivision plan and prior to the issuance of a development permit or a building permit, as the case may be.

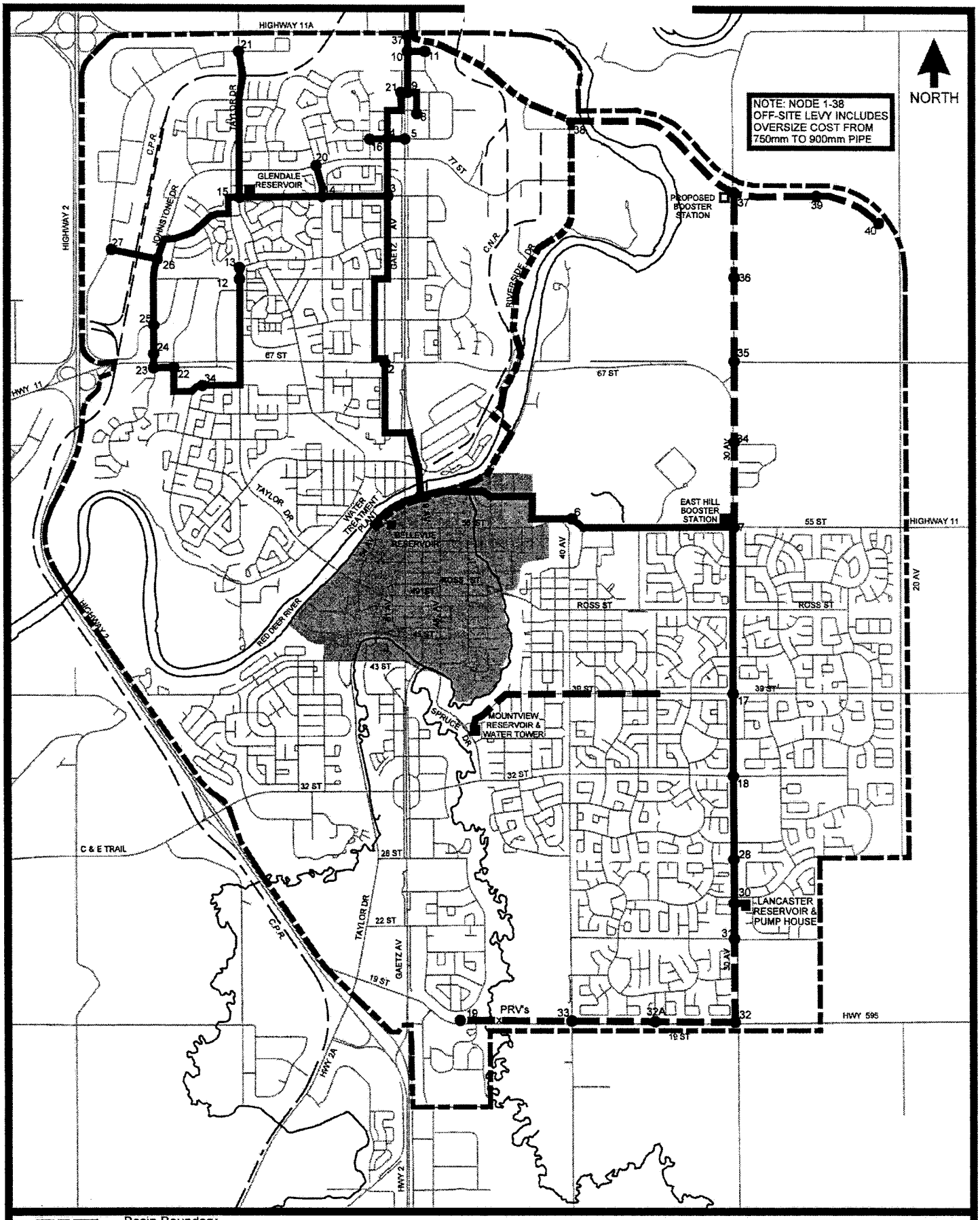
6 Off-site levies imposed and collected under Bylaw 3354/2005 shall be deemed to have been imposed and collected under this Bylaw.

7 Bylaw 3331/2004 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2005.
READ A SECOND TIME IN OPEN COUNCIL this	day of	2006.
READ A THIRD TIME IN OPEN COUNCIL this	day of	2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2006.

MAYOR

CITY CLERK

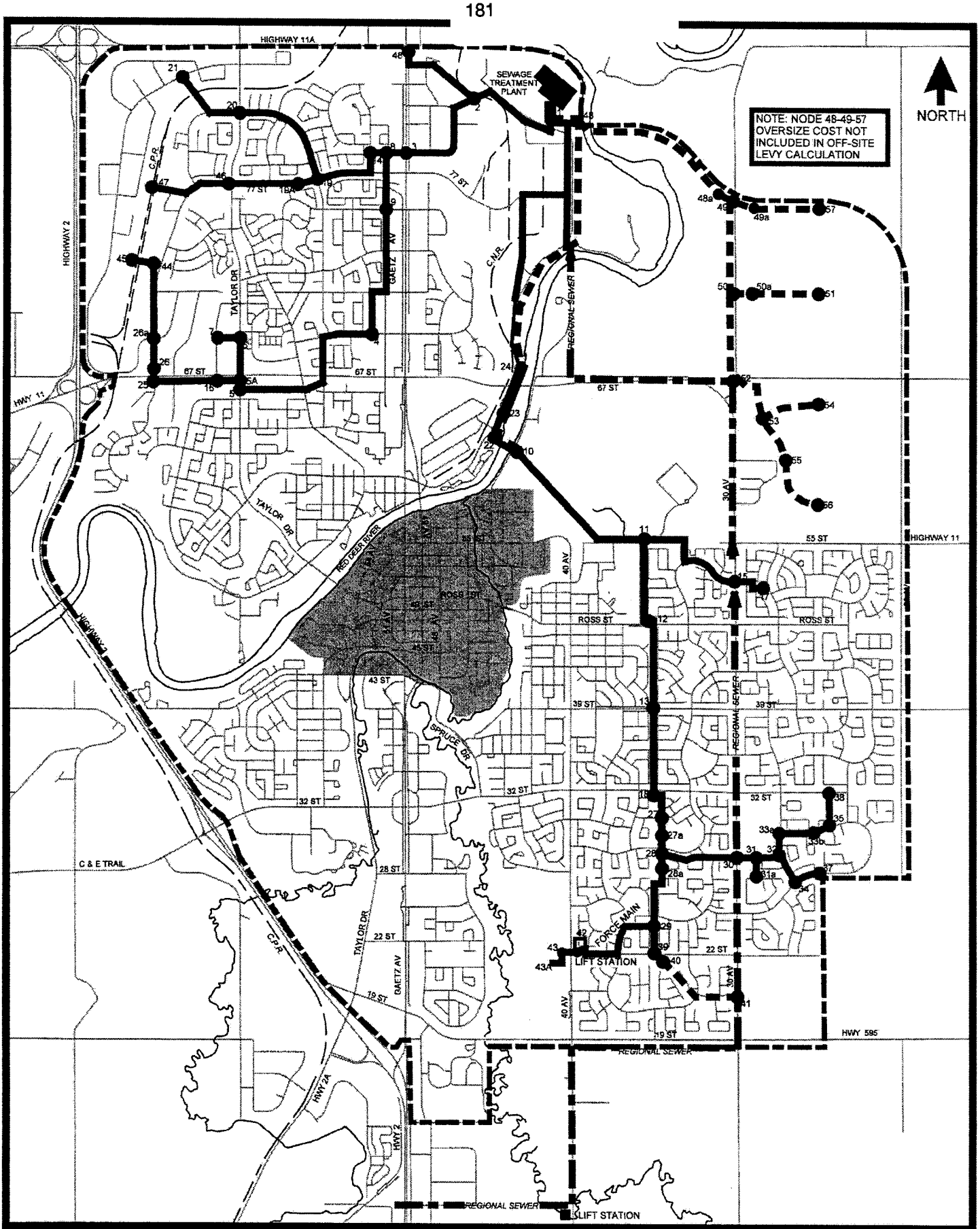


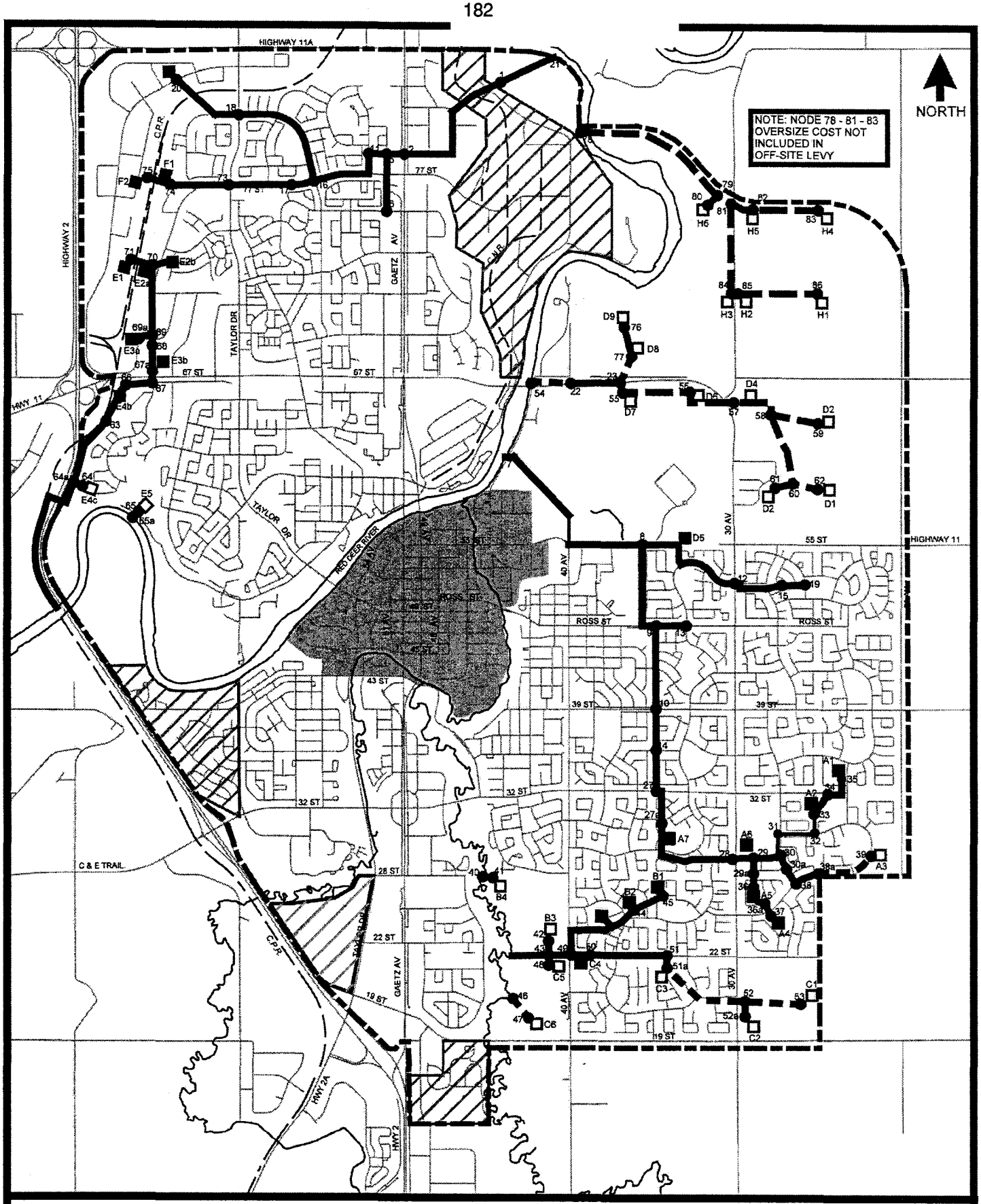
WATER TRUNKS

Not to Scale

March 2005

OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "A"


HIGHWAY 11A
SEWAGE TREATMENT PLANT
NOTE: NODE 48-49-57 OVERSIZE COST NOT INCLUDED IN OFF-SITE LEVY CALCULATION
NORTH
HIGHWAY 2
C.P.R.
77 ST
GAETZ AV
C.N.R.
REGIONAL SEWER
TAYLOR DR
67 ST
30 AV
55 ST
HIGHWAY 11
RED DEER RIVER
40 AV
ROSS ST
43 ST
39 ST
SPRUCE DR
32 ST
C & E TRAIL
28 ST
22 ST
FORCE MAIN
LIFT STATION
19 ST
HWY 595
HWY 2A
HWY 2
REGIONAL SEWER
LIFT STATION
Basin Boundary
Existing Trunks
Proposed Trunks
Central Exempt Area (levies do not apply)
SANITARY TRUNKS
Not to Scale
March 2005
OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "B"



Basin Boundary

Central Exempt Area (levies do not apply)

Developer to construct and pay for own outfall main; basin levy charge not applicable

Existing Detention Pond

Proposed Detention Pond

Existing Trunks

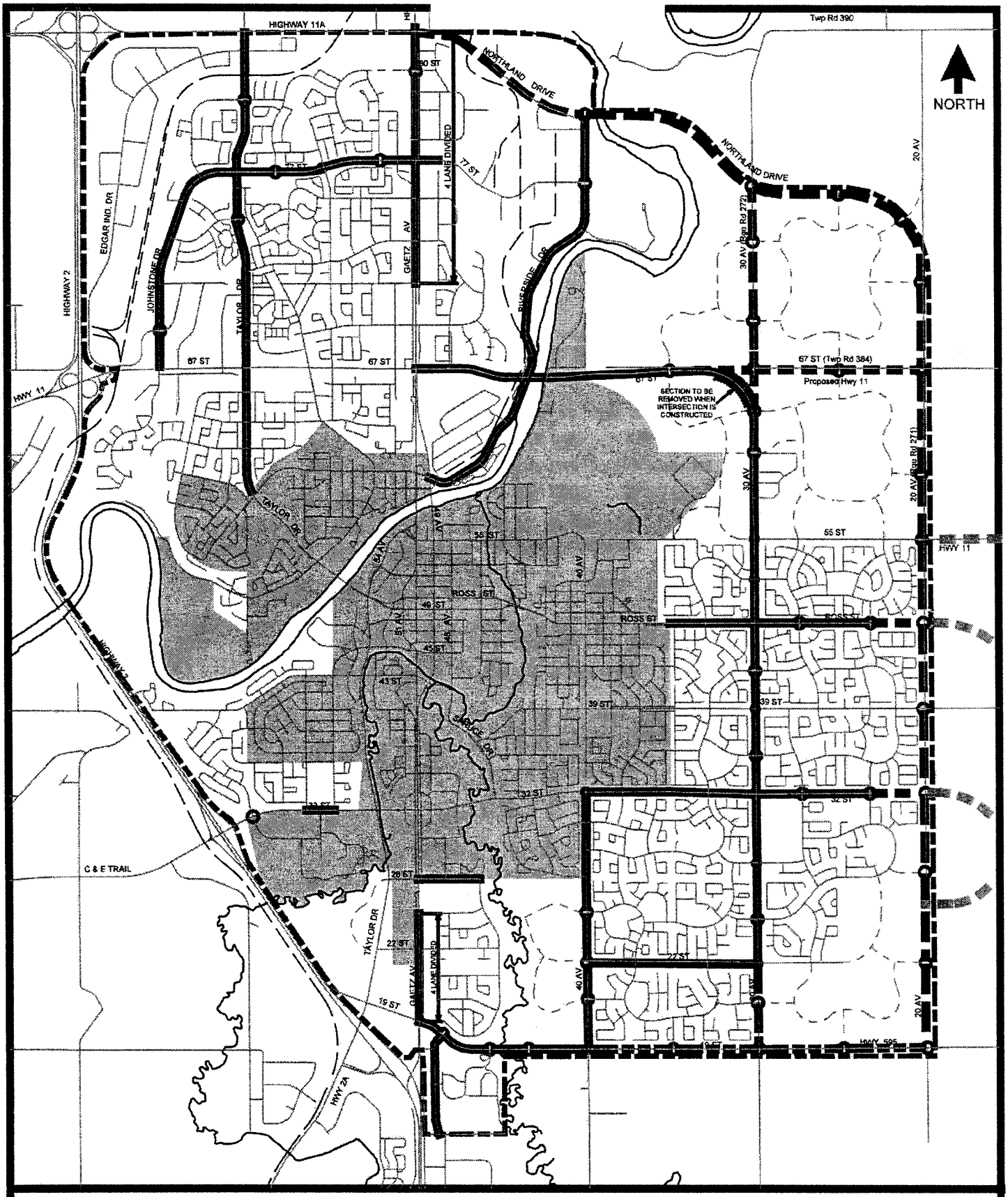
Proposed Trunks

STORM TRUNKS

Not to Scale

March 2005

OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "C"



MAJOR THOROUGHFARE LEVY

Not to Scale

July 2005

OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "D"

- Basin Boundary
- Existing 4 lane road (included in levy rate)
- Proposed 4 lane road
- Proposed 4 lane with 2 existing lanes
- Initial 2 lanes of 4 lane divided roadway
- Proposed Collector Roadway
- Former Central Basin (levies do not apply)
- Existing traffic lights included in offsite levy rate
- Proposed traffic lights included in offsite levy rate
- Not funded by Levy

Report Submitted to the
December 19, 2005 Council Meeting

THE CITY OF
Red Deer
ENGINEERING SERVICES

Date: December 12, 2005

To: Legislative & Administrative Services Manager

From: Engineering Services Manager

Re: **Proposed 2005 Off-Site Levy Rates and Tentative 2006 Rates**

This report will provide you with information relative to the City's Off-site Levy Rates starting with background, rate history, transportation grants, service basin changes, proposed adjustments to each rate (water, sanitary, storm, and roads), staging of rate increases, identification of emerging issues, future levy rate projections, UDI comments and concludes with recommended 2005 and tentative 2006 rates.

1. Background

The City charges off-site levies on new development lands within The City to cover the cost of extending trunk water, sanitary, and storm mains, arterial roadways, and associated facilities to serve these areas. The cost of expanding water and wastewater treatment facilities are funded through utility rates, and are not included in the off-site levy calculation. The off-site levy rates are reviewed on an annual basis to account for the following items:

- Revenues received from new developments during the previous year,
- Expenditures made to construct new facilities during the previous year,
- The effect of inflation on the current Off-site Levy Fund debt or surplus,
- Re-estimation of construction costs for future off-site facilities, and
- Changes in future infrastructure plans, levy basin areas, and funding sources.

For the 2005 rates, an inflation factor of 1.4% (Alberta's Consumer Price Index for 2004) was applied to net expenditures incurred to the beginning of 2004, to reflect the current value of facilities that have already been constructed but are not yet paid for.

In 2003 and 2004, future project estimates were based on 2002 estimates with CPI annual adjustments. In 2005, all future off-site levy funded sanitary, storm, water, and road projects were re-evaluated and cost estimates were updated based on adjusted 2004 tendered unit prices.

This levy rate review is normally performed in the first quarter of the applicable year. However, as the following report will outline, a significant amount of additional time was taken this year to conduct project scope reviews, develop refined construction cost estimates, and conduct a complete reconciliation of previous years costs and revenues with The City's General Ledger. This, coupled with an extremely heavy workload, staff changes and senior level discussions with UDI, has delayed finalization of the 2005 Off-site Levy rates.

In order to proceed with development agreements in advance of final 2005 off-site levy rates, an interim estimated rate of $72,850 per hectare was established with the understanding that an adjustment will occur once the actual 2005 rates are approved. This process was found to be agreeable with developers.

2. 2004 Rate Changes

As a result of a number of changes approved by City Council in 2004 (primarily the reduction of Transportation Grants), the total calculated levy rate for 2004 increased from $48,600 to $61,080 per hectare. Following discussions with the Urban Development Institute (UDI), the 2004 total levy rate was set at $54,000 per hectare to facilitate a more manageable staged increase over a three year period. It was anticipated at the time that the overall rate would increase to approximately $59,400 in 2005 and to $64,800 in 2006.

3. Transportation Grants

Funding for new development infrastructure is primarily shouldered by developers of the benefiting areas and, in turn, by lot purchasers. An exception to this funding arrangement in the past has been the use of Transportation Grants through the Basic Capital Program to off-set as much as 75% of arterial roadway construction costs.

With the City's recent surge in growth and the resulting accelerated need for road improvements, the Basic Capital grant has been insufficient to meet the needs of the City. A decision was therefore made by City Council in 2004 to cease the use of Basic Capital funds for Off-site Levy projects, with the exception of a portion of Northland Drive and 30 Avenue.

UDI has requested that The City consider funding 75% of the cost of road improvements related to highway connector roads such as Delburne Road, 67 Street, 30 Avenue (north end), 20th Avenue and Northland Drive. The rationale for this request is that these roads serve the growth needs of the developed parts of Red Deer as well as the region outside of Red Deer.

In consideration of UDI's request, and through discussion with City Senior Management, we are proposing that the Transportation Grant be utilized to fund 50% of the cost of constructing the proposed roadways along the following route to connect Highways 2A and 11A to Highway 11 (future alignment east of 20 Avenue on 67 Street):

- Northland Drive from Gaetz Avenue, across the Red Deer River, to 30 Avenue,
- 30 Avenue from Northland Drive to 67 Street,
- 67 Street from 30 Avenue to 20 Avenue,
- 67 Street and 30 Avenue intersection improvements, and
- Associated traffic signals, land acquisition, bridges, and storm drainage.

This funding proposal is based on a rough estimation (based on the 2004 Transportation Study) that as many as half of the vehicles projected to use this new corridor could be from outside the City (assumes that regional traffic is focused on this corridor rather than using a variety of routes). The impact of this funding change will require an additional $6.6 million in transportation grants raising the funding commitment from the previously allocated $14.4 million to $21.0 million.

With respect to the Delburne Road, while it is a highway connector, the present road geometry would be adequate to handle highway traffic growth for several decades. Future road widening requirements will only be needed to serve new development growth within the City.

20th Avenue will primarily provide transportation service for development in the East Hill, similar to 30 Avenue. As such, 20 Avenue is not a candidate for shared funding in our opinion.

4. Service Basin Changes

There are a number of service basin changes that have been evaluated in determining the proposed 2005 Off-site Levy rates, including the following:

a. Sanitary, Storm and Water off-site levy service basins have been expanded to include the 2004 residential annexation lands and the remainder of Section 26 to correspond with the road basin change made last year. As City growth absorbs the remaining undeveloped land in the service basin, new growth areas must be established and added to the service basins.

b. Additional sanitary trunks were added in Section 23 to extend trunk service to each quarter section. This is consistent with other growth areas in the basin, but provides a higher level of service for this area than anticipated in the 2004 rate calculation and results in a higher sanitary off-site levy rate.

c. As outlined earlier, the rate calculation has assumed that transportation grants will be used to fund 50% of the cost of the Northland Drive/30 Avenue/67 Street corridor. This will absorb approximately $21.0 million in transportation grants over the next 5 to 10 years. The 2004 rate calculation had allowed for approximately $14.4 million in transportation grants.

d. Additional traffic signals have been included in the road off-site levy calculation to accommodate signals at 400m spacing along arterial roads rather than the 800m spacing used in previous calculations. While signal spacing of 800m is common during initial road construction, signal infill to 400m spacing is normally required once the development area is fully built out.

For your reference, attached are Schedules A, B, C, and D, which illustrate service basin boundaries and infrastructure for the water, sanitary, storm, and road basins respectively.

5. Proposed 2005 Rate Changes

As indicated earlier, annual levy rate calculations are a function of previous years revenues and expenditures, inflation, future estimated construction costs, and the

remaining service area. For the 2005 levy assessment, the rate calculation also addressed:

- Re-evaluation of design for all future projects within the service basin,
- Re-estimation of construction costs for all future projects within the service basin,
- Reconciliation of The City's general ledger with the levy calculation spreadsheet,
- Expansion of the sanitary, storm and water levy service basins and associated infrastructure to include newly annexed areas and some adjacent areas.

Table 1 outlines the calculated 2005 Water, Sanitary, Storm and Roadway off-site levies. As noted within this table, the calculated 2005 rate valued at **$76,220** per hectare is:

- $15,140 (25%) higher than the calculated 2004 rate of $61,080 per hectare, and
- $22,220 (41%) greater than the approved 2004 rate of $54,000 per hectare.

There are a number of variables that account for this significant increase in rates. They are as outlined below:

a. One reason that is common to the Water, Sanitary, Storm and Road levies is that construction costs have increased significantly over the last few years. Construction costs used in previous off-site levy calculation have not been re-estimated since 2002, although normal inflation (based on the Alberta CPI) has been applied to the rates in 2003 and 2004. However, the CPI has not represented the increase in construction costs experienced during this period. Actual construction costs have increased by 10 to 40% over this period, depending on the type of work and materials needed for the project.

b. Another significant influence on the 2005 Storm Levy is a nearly doubling (since 2002) of the cost to acquire land for detention ponds.

c. Reconciliation of the levy rate calculation spreadsheets with The City's accounting system has also impacted the levy rates. While individual project actual cost confirmation has been done annually for the levy rate calculation, complete account reconciliation has not been done for five years. This process was a significant undertaking, but did identify several cost and revenue discrepancies between the two systems. Each discrepancy was then analyzed and corrections were made to the accounting and levy calculation systems.

Overall, these corrections have resulted in an increase in levy rates of approximately $4,260 per hectare, which is about 7% of the 2004 calculated rate or 8% of the 2004 approved rate. Based on this significant change, we have decided that complete reconciliation will be conducted every year as part of the annual rate review.

d. The inclusion of additional infrastructure within the existing and expanded Water, Sanitary, and Storm basins has also resulted in a rate increase.

Descriptions of specific rate change issues and amounts are outlined in Appendix A and Table 2 attached hereto.

6. Staging of Rate Increase

As noted earlier, the rate increase identified in 2004 was to be staged in over 3 years. Such staging reduces the immediate impact of the increase and allows the developer to adjust lot pricing moderately. However, an even higher rate increase at the end of the staging period will result because a smaller remaining undeveloped basin area must pay for the unpaid infrastructure costs.

Significant rate staging is therefore discouraged. However, following discussion with City Senior Management, a modest rate staging concept was developed. The proposed 2005 rate equivalent to the interim rate of $72,850 per hectare would be adopted to eliminate any rate adjustment needed for existing 2005 development agreements. This is $3,370 (4%) below the 2005 calculated rate, $11,770 (19%) above the 2004 calculated rate, and $18,850 (35%) above the 2004 approved rate.

7. Emerging Issues

During our review, we identified a number of issues that may affect off-site levy rates in the future. Some of these issues are outlined below:

a. The City is currently pursuing annexation of lands northwest of the City for industrial development. Further expansion of the service basins will be warranted in 2006 to incorporate these development lands and associated infrastructure.

b. Melcor Developments Ltd. is currently investigating options for providing service to the east half of Section 2 (Hurlbert and Hansen quarter sections). If these areas are determined to be serviceable, the current Off-site Levy basin could be expanded to include them and funding of sanitary and storm oversize costs currently being financed by Melcor may be considered for inclusion in the off-site fund.

c. Pursuant to the 2004 Transportation Study, The City will investigate alternative transportation improvements to address growing traffic volumes on 32 Street between 40 Avenue and Gaetz Avenue. Options discussed have included 32 Street widening, Delburne Road widening and/or construction of Molly Banister Drive. As the yet to be determined improvements are related to City growth and development, funding of all or a portion of such improvements should come from Off-site Levies.

d. The current calculation allows for the construction of storm and sanitary trunks to be constructed along the Northland Drive alignment to serve the newly annexed area of the service basin (including the remainder of Section 26). It is anticipated that these trunks will be oversized to serve areas beyond the current service basin and that the oversize costs will be recouped from the future expanded basin areas. The cost of over sizing will have to be financed by City reserves or the current Off-site Levy fund until the basin is expanded.

e. With the vibrant economy and heavy construction activity forecast for all parts of Alberta, demand for contractors will likely continue to push ahead of the supply, thus accelerating construction cost inflation. Based on applying a modest 5% increase to the 2005 calculated levy rate totaling $76,220, the 2006 rate is anticipated to exceed $80,000 per hectare. Factors such as the inclusion of new industrial lands to the levy basins, near record natural gas and crude oil prices and the shortage of qualified construction forces may apply further inflationary pressures to the currently proposed levy rates.

8. UDI Comments

City Administration has had several engagements with UDI (Urban Development Institute) during this year and as indicated in last year's report, they were advised that the Capital Budget would be based on zero provincial funding for new development projects due to other competing tax based funding priorities.

UDI has indicated that they understand that the vibrant economy is inflating construction costs and the associated levy rates, and as such they are prepared to accept the rates as proposed for the water, sanitary and storm related projects.

With respect to the transportation levy, UDI restated their request for additional provincial grant funding. UDI also expressed appreciation with respect to the revised 50/50 funding position specific to the Northland Drive highway connector link (outlined in section 3 above); however, they pressed for similar inclusion of Delburne Road and 20th Avenue.

In addition to the above, UDI raised the need to establish a consistent and predictable system for the application of grants to roadway projects. UDI further committed their efforts to jointly lobby the Province with The City for additional funding sources to increase arterial roadway funding for new development.

UDI's August 29th and November 21st letters are attached for information.

9. Conclusion

The completion of the 2005 Off-site Levy Report has taken significantly more time to complete because this process required complete project scope reviews, refinement of construction cost estimates, a complete reconciliation of previous years costs and revenues with The City's General Ledger and extensive discussions with UDI and City Senior Management.

As presented above, the 2005 levy rates are significantly higher than in previous years, reflecting current development costs and the continued removal of provincial funding towards future roadway levy projects. An exception to this is the proposal to equally share the cost of the Northland Drive link that will serve regional commuters and new residential development generated traffic.

On November 4, 2005 Senior Management met with UDI to further discuss the request for increased funding for roadway levy projects. Although it was generally agreed that regional traffic volumes coupled with new residential development will necessitate the shared funding and construction of the Northland Drive route, there was no agreement reached with respect to additional funding for other roadway projects.

10. Recommendations

Based on the information provided above, we recommend implementing a **2005** Off-site Levy Rate of $72,850 per hectare as outlined below:

Proposed 2005 Off-site Levy Rates

• Water	$ 8,520	(24% increase)
• Sanitary	$ 5,215	(30% increase)
• Storm	$ 22,370	(68% increase)
• Roads	$ 36,745	(23% increase)
Total:	**$ 72,850/ha**	(35% increase)

Also, because it is almost certain that the 2006 rates will be higher than the calculated 2005 rates as noted above, we are recommending the implementation of an interim **2006** off-site levy rate of $80,000 per hectare as noted below. This is approximately 5% higher than the calculated 2005 rate of $76,220/ha (see Table 1).

Proposed Interim 2006 Off-site Levy Rates

• Water	$ 8,940
• Sanitary	$ 5,470
• Storm	$ 23,480
• Roads	$ 42,110
Total:	**$ 80,000/ha**

The interim 2006 rates would be applied to development agreements signed prior to approval of the final 2006 rates. A further report will be presented to Council in about March 2006 with respect to the final 2006 off-site levy rates once we have completed our rate calculation.

Yours truly,

Greg Sikora, M.Sc., P. Eng.
Utilities Engineer

Tom C. Warder, P. Eng.
Engineering Services Manager

TCW/GJS/ldr
Att.

c. City Manager
Director of Development Services
Director of Corporate Services
Streets Engineer
Engineering Administrative Supervisor
UDI Chapter Chairman, Guy Pelletier

TABLE 1

2005 OFF-SITE LEVY RATE SUMMARY

	Water	Sanitary	Storm	Roads	Totals
EXPENDITURES AND REVENUES TO DATE					
Net Balance at Beginning of Year Jan 1, 2004	($836,452)	$501,626	$1,222,787	$1,238,305	$2,126,267
Current Year Expenditures	$1,345,039	$69,067	$539,222	$4,116,903	$6,070,231
Current Year Revenue	($684,137)	($348,378)	($944,009)	($2,894,241)	($4,870,765)
Curent Year CPI Interest (Carrying Cost)	($11,710)	$7,023	$17,119	$17,336	$29,768
Net Balance to Date: Dec 31, 2004	($187,260)	$229,338	$835,120	$2,478,303	$3,355,501
FUTURE EXPENDITURE ESTIMATES					
Projected Future Construction Costs	$10,609,455	$6,117,008	$22,953,907	$71,133,480	$110,813,851
Provincial Grant Funding				($21,067,500)	($21,067,500)
Net Future Expenditures:	$10,609,455	$6,117,008	$22,953,907	$50,065,980	$89,746,351
TOTAL NET COSTS AND RATE CALCULATION					
Total Costs	$10,422,195	$6,346,346	$23,789,027	$52,544,283	$93,101,852
Remaining Development Area	1,223	1,217	1,063	1,310	
Calculated 2005 Rates ($/ha)	**$8,520**	**$5,215**	**$22,370**	**$40,115**	**$76,220**
COMPARISON TO 2004 RATES					
2004 Rates	**$6,855**	**$4,020**	**$13,355**	**$29,770**	**$54,000**
Rate Change	$1,665	$1,195	$9,015	$10,345	$22,220
Percent Change	24.3%	29.7%	67.5%	34.7%	**41.1%**

Notes: Water, Sanitary and Storm Basins have been expanded to include newly annexed lands and the remainder of Section 26

Road basin was expanded in 2004 to include annexed lands and Section 26

No Transportation Grant has been applied for development roads except for Northland Drive (Gaetz to 30 Av), 30 Avenue (Northland to 67 St), and 67 Street (20 Av to 30 Av) where a 50% grant has been applied.

Road Levy of $29,770 was reduced from $36,850 as per Council approved staged implementation ($54,000 vs. $61,080)

TABLE 2
SUMMARY OF 2005 OFF-SITE LEVY RATE CHANGES

	Water	Sanitary	Storm	Roads	Totals
2004 CALCULATED RATE ($/ha.)	**$6,855**	**$4,020**	**$13,355**	**$36,850**	**$61,080**
2004 APPROVED RATE ($/ha.) *Road Levy of $29,770 was reduced from $36,850 as per Council approved 3 stage implementation.*	**$6,855**	**$4,020**	**$13,355**	**$29,770**	**$54,000**
2005 Basic Off-site Levy Calculation Adjustments ($/ha.)					
1 GL Reconciliation & Spreadsheet Corrections	**$1,545**	**($294)**	**$2,548**	**$458**	**$4,257**
% Change	*22.5%*	*-7.3%*	*19.1%*	1.5%	*7.9%*
% of 2004 Total rate	*2.9%*	*-0.5%*	*4.7%*	0.8%	
2 2004 Expenditures, Revenue & Committed Funds (C/O)	**($2,263)**	**($70)**	**$2,047**	**$1,102**	**$816**
% Change	*-33.0%*	*-1.7%*	*15.3%*	3.7%	*1.5%*
% of 2004 Total rate	*-4.2%*	*-0.1%*	*3.8%*	2.0%	
3 Future Construction Costs (Inflation, Refined Scope, Quantities & Estimates - includes 50% funding for Northeast Highway Connector)	**$513**	**$588**	**$3,876**	**($527)**	**$4,450**
% Change	*7.5%*	*14.6%*	*29.0%*	-1.8%	*8.2%*
% of 2004 Total rate	*1.0%*	*1.1%*	*7.2%*	-1.0%	
Basic Adjustment Subtotal ($/ha.)	**($205)**	**$224**	**$8,471**	**$1,032**	**$9,523**
% Change	*-3.0%*	*5.6%*	*63.4%*	3.5%	*17.6%*
% of 2004 Total rate	*-0.4%*	*0.4%*	*15.7%*	1.9%	
2005 Basic Rate excluding Basin Changes ($/ha.)	**$6,647**	**$4,242**	**$21,834**	**$37,882**	**$70,606**

TABLE 2 (Continued)
SUMMARY OF 2005 OFF-SITE LEVY RATE CHANGES

		Water	Sanitary	Storm	Roads	Totals
Adjustments Related to Basin and Infrastructure Changes ($/ha.)						
4	New trunk to E 1/2 Section 23		**$587**			**$587**
	% Change		*14.6%*			*1.1%*
	% of 2004 Total rate		*1.1%*			
5	Expanded Basin (2004 NORTH Res. Annexation	**$1,365**	**$387**	**$539**		**$2,291**
	% Change	*19.9%*	*9.6%*	*4.0%*		*4.2%*
	% of 2004 Total rate	*2.5%*	*0.7%*	*1.0%*		
6	Riverside Drive Oversize	**$505**				**$505**
	% Change	*7.4%*				*0.9%*
	% of 2004 Total rate	*0.9%*				
7	Arterial Roadway Signals (28 new sites)				**$2,226**	**$2,226**
	% Change				7.5%	*4.1%*
	% of 2004 Total rate				4.1%	
	Basin Adjustment Subtotal ($/ha.)	**$1,870**	**$974**	**$539**	**$2,226**	**$5,608**
	% Change	*27.3%*	*24.2%*	*4.0%*	7.5%	*10.4%*
	% of 2004 Total rate	*3.5%*	*1.8%*	*1.0%*	4.1%	
	TOTAL ADJUSTMENT ($/ha.)	**$1,665**	**$1,198**	**$9,010**	**$3,258**	**$15,131**
	% Change	*24.3%*	*29.8%*	*67.5%*	10.9%	*28.0%*
	% of 2004 Total rate	*3.1%*	*2.2%*	*16.7%*	6.0%	
2005 CALCULATED RATES ($/ha)		**$8,517**	**$5,215**	**$22,373**	**$40,108**	**$76,213**

Notes: - numbers in brackets ( ) are Credits [+ve]
- numbers without brackets are Debits [-ve]
- complete reconciliation with GL last completed in 2000

196

APPENDIX A
Description of 2005 Off-site Levy Rate Changes

1. **Water Off-site Levy**

Reconciliation Adjustments:

- Rate increase of $1,545/ha; equating to a 23% increase in water rate and 3% increase in total rate.
- Mainly attributed to the exclusion of large fourth quarter progress payments for Lancaster Reservoir, 52nd Street Trunk, and 30th Avenue trunk in 2004 rate calculation.

Expenditures and Revenue:

- Rate decrease of $2,263/ha; equating to a 33% decrease in water rate and 4% decrease in total rate.
- Positive impact due to the new Red Deer County South Area Water Supply Agreement and resulting revenue of $930,000 based on the equivalent of an additional 136 hectare service area.

Future Construction Costs:

- Rate increase of $513/ha; equating to an 8% increase in water rate and 1% increase in total rate.
- Re-evaluation of infrastructure improvement requirements and cost estimates.
- Decreasing basin size (98 hectares of development occurred in 2004).

Basin Expanded to Northeast:

- Rate increase of $1,365/ha; equating to a 20% increase in water rate and a 3% increase in total rate.
- Current basin expansion to fund booster station and trunks, while future basin expansion will fund future reservoir. Project split and funding strategy is logistical and mutually beneficial.

Red Deer Riverside Drive Trunk Oversize:

- Rate increase of $505/ha; equating to a 7% increase in water rate and 1% increase in total rate.
- Oversize needed for future growth to the Northeast.

2. Sanitary Off-site Levy

Reconciliation Adjustments:

- Rate reduction of $294/ha; equating to a 7% decrease in sanitary rate and 1% decrease in total rate.
- Attributed to spreadsheet cell referencing corrections and account reconciliation.

Expenditures and Revenue:

- Rate reduction of $70/ha; equating to a 2% decrease in sanitary rate and 0% decrease in total rate.
- 2004 revenue exceeded expenditures.

Future Construction Costs:

- Rate increase of $588/ha; equating to a 15% increase in sanitary rate and 1% increase in total rate.
- Mainly attributed to construction cost inflation although project scope and material quantity refinements made minor changes.
- Average construction inflation of 15 to 20% with some project increases in the 30% range (e.g., river siphon-crossing, Ironstone deep trunks).
- Decreasing basin size (85 hectares developed in 2004) intensifies rate increase.

Trunk Extension to East half of Section 23:

- Rate increase of $587/ha; equating to a 15% increase in sanitary rate and 1% increase in total rate.
- Trunk access to each new quarter section is consistent with other areas of the current service basin.

Basin Expanded to Northeast:

- Rate increase of $387/ha; equating to a 10% increase in sanitary rate and 1% increase in total rate.
- Basin expansion is necessitated to accommodate growth north of 67street within the northeast and is consistent with the roadway basin expansion of 2004.

3. Storm Off-site Levy

Reconciliation Adjustments:

- Rate increase of $2,548/ha; equating to a 19% increase in storm rate and 5% increase in total rate.
- Mainly attributed to spreadsheet cell referencing corrections.

Expenditures and Revenue:

- Rate increase of $2,047/ha; equating to a 15% increase in storm rate and 4% increase in total rate.
- Expenditures exceeded revenue in 2004.

Future Construction Costs:

- Rate increase of $3,876/ha; equating to a 29% increase in storm rate and 7% increase in total rate.
- Attributed to inflated construction costs averaging in the order of 25% and scope changes in pond size calculations, Inglewood trunk, College Park area trunks and ponds.
- Decreasing basin size (144 hectares developed in 2004) intensifies rate increase.

Basin Expanded to Northeast:

- Rate increase of $539/ha; equating to a 4% increase in storm rate and 1% increase in total rate.
- Basin expansion is necessitated to accommodate growth north of 67street within the northeast and is consistent with the roadway basin expansion of 2004.

4. **Road Off-site Levy**

Reconciliation Adjustments:

- Rate increase of $458/ha; equating to a 2% increase in road rate and 1% increase in total rate.

Expenditures and Revenue:

- Rate increase of $1,102/ha; equating to a 4% increase in road rate and 2% increase in total rate.
- Expenditures exceeded revenue.

Future Construction Costs:

- Rate reduction of $527/ha; equating to a 2% decrease in road rate and 1% decrease in total rate.
- Approximately $7,000,000 in additional Transportation Grant funding to support 50% of the northeast highway connector route (Northland Drive, 30 Avenue, and 67 Street).
- Inflated construction costs, on average in the order of 10%.
- Refined project scopes and unit quantities.
- Previously unidentified land acquisition costs for 19th street

Additional Arterial Roadway Signals:

- Rate increase of $2,226/ha; equating to a 8% increase in road rate and 4% increase in total rate.
- This cost increase reflects the inclusion of 28 additional traffic signals valued at $110,000 each. The additional signals are located at mid-quarter-section locations and will be required at full development build-out.

MELCOR
DEVELOPMENTS LTD.

502 Parkland Square, 4901 - 48 Street, Red Deer, Alberta T4N 6M4
Phone: (403) 343-0817 Fax: (403) 343-7510 www.melcor.ca

AUG 31 2005

August 29, 2005

The City of Red Deer
Engineering Services Department
Box 5008
Red Deer, Alberta
T4N 3T4

Attention: Tom Warder P. Eng, Engineering Services Manager

Dear Mr. Warder:

Re: 2005 Draft Levy Rates

Thank you for the package of information summarizing the City proposal for the 2005 offsite levies. We have reviewed the material and are pleased to provide the following feedback.

The development industry is happy to pay our fair share of the legitimate costs of growth of our community but we need to be clear on what those costs are and what the legitimate broader regional benefit share is. Our objective as an organization is to achieve a system of calculating levies that is fair to new home owners, predictable, and consistent from year to year. In order to achieve this we need to determine the status of all projects within the basin and what the appropriate cost sharing formula would be.

Prior to 2002 Provincial Basic Capital Grant funding paid for 75% of all arterial level roads attributed to the growth basin. In 2004 this contribution was reduced to zero. In April of 2004 the City of Red Deer approved a total levy rate of $54,000 per hectare. At that time it was agreed that a proposed large increase in the major thoroughfare levy would be staged over 3 years with the ultimate target rate being $64,800 (total of all levies) in three years (2007). The reason for the staged approach was the belief that additional provincial funding for infrastructure would be provided to allow the City to restore the traditional support that existed prior to 2002 for major thoroughfare projects. Despite the commitment of the provincial and federal governments to provide the additional infrastructure dollars as hoped, we are now facing a proposed rate increase of 35% which would surpass in 1 year what was a 3 year target. The Urban

Development Institute, on behalf of the new home buyers in the City of Red Deer, cannot support and accept increases of this magnitude as proposed.

There are a number of areas on which we would like to provide comments, the bulk of which relate to the transportation side of the equation. Since 2000 the water, sanitary, and storm water levies have increased by 14%, 36%, and 76% respectively. The transportation portion of the levy has increased by 195% and is the largest contributor to the 100% jump in overall levies experienced by Red Deers new home owners in the last 5 years. The spike in the non-roadway related levies is certainly much larger than we would like to see but we do have an understanding of the drivers behind the new rates. The Urban Development Institute is prepared to accept the rates as proposed for water, sanitary, and storm related projects. The balance of this letter will focus on the most significant issue which is the major thoroughfare projects.

2004 Status

Prior to 2002 Provincial Basic Capital Grant funding contributed 75% of the cost of what would be described as major thoroughfares. Via the levy mechanism new home owners paid 25 %. The levy calculation approved by Council in 2004 reduced the Provincial Grant contribution to 0%. The position taken by UDI was that some of these high level roads have a regional and City wide value and they cannot reasonably be funded in their entirety by new home buyers. The balance of the roadways required for access to and within new communities are appropriately paid for in full by levies or directly by developers. At that time our argument pointing out the regional nature of these specific roadways was rejected by City Administration and the only hope offered to keep the rate increases reasonable was an increase in infrastructure funding from the Province.

A letter to UDI from Kelly Kloss dated April 20th, 2004 details the City commitment to phasing the proposed increase to allow time for the Province to announce additional transportation/infrastructure funding. UDI's understanding of this commitment was that if the funding was to materialize that a portion of it would be used to restore partial funding to the projects identified.

2005 City Proposal

We do appreciate the revised position of the City specific to highway connector roads resulting from the completion of the 2004 Transportation Study. The principle of a 50% contribution to highway connector roadways is a very important one to establish. The impact of this proposed change is negated to a large degree by the addition of the bridge to the list of projects partially paid by levy funds. Bridges have never been considered a part of the levy basin so this proposal is a significant variance from previous City policy. Keeping in mind the objectives of UDI stated earlier, we would request the following revisions be made to the proposal going forward to Council for review:

1) That Delburne Road be added to this list of roadway projects that qualify for partial Provincial funding. This is an important feeder roadway that connects highway #2 to east central Alberta. Delburne Road forms part of the highway connector network linked by 20th avenue. The recent announcement by the Province of improvements to the highway east of the City speak to the importance of this roadway and indicate that regional traffic will likely increase on this corridor.
2) The addition of 20th avenue from 67th street south to highway #595. This road provides the critical link between highways #11A, #11, and #595. It is reasonable to conclude that the non-local traffic on this expressway level road would be similar in nature to the #11 and #11A numbers indicated in your letter.
3) The removal of the Northlands Drive bridge from the projects to be funded by levies. The bridge makes an ideal project to attract specific funding from the Province as received with many other projects within the City. Unique and high cost projects such as river crossings are very rare and serve an important role in communities. The capital costs of such projects should not be attributed to a limited group of citizens but rather shared by the broadest base possible. This would be in alignment with past City policies that have kept the bridge out of the levy calculation.
4) We would appreciate clarification on specifically which traffic lights have been added to the levy fund. It is not immediately clear from the schedule "d" map attached to the package which lights are new to the calculation.

Grant Funds

The decrease in grant dollars provided for "growth related" projects in the last 3 years has had a significant negative effect on the offsite levy being charged. Every year there seems to be a debate about what is fair and equitable. It is our perspective that growth is good for the City and is something that the City encourages and we all benefit from. The high levels of growth we have seen do put pressure on existing infrastructure and concurrently increase the cost of future projects. The increasing population does allow the City to qualify for additional basic capital money and the Federal and Provincial governments have been stepping up, albeit slowly, with specific funding to aid growing municipalities (Gaetz north widening, federal transit money, Gaetz south intersection improvements, infrastructure grants).

The New Deal For Cities program and the Alberta Municipal Infrastructure Program are two examples of Provincial grants announced this year. These programs are aimed at assisting municipalities in meeting their infrastructure needs. The highway connector projects referred to above are legitimate projects

for the benefit of the community that meet the criteria of these funding programs.

It is critical in this period of high growth that we do what we can to maintain the affordability of housing in our City, especially starter homes for young workers moving to Red Deer. The cost of levies and development charges are becoming an increasingly large component of the cost of new homes. A policy of using grant funds to help pay for major thoroughfare infrastructure is very prudent. These projects must be given equal priority to other transportation projects that are important to the City. We cannot continue to tax new development at dramatically increasing rates or we are in danger of threatening the very growth that benefits the citizens of Red Deer. For this reason it is important for the City to provide the limited support requested by UDI and committed to by the City in April of 2004.

Summary

We do appreciate the work that you and your staff have done in preparing the information package summarizing the proposed levy changes. Certainly some of the items are beyond anyone's control and are a symptom of the economy we are experiencing currently. We need to ensure as, partners in the growth of this City, that we both keep our eye on affordability and that decisions we make now will not come back to haunt us when we return to more normal growth patterns.

We need to make sure that the development charges are fair to existing homeowners and new homeowners and are also consistent from year to year. The Province needs to step up for their share and the City needs to ensure that funds received are spread equitably to projects of equal priority.

We would like to request a meeting with yourself, Bryon, Norbert, and Morris to discuss the changes requested by UDI and the philosophy around levies going forward. We would also be happy to meet with City Council if necessary.

Sincerely,

Guy Pelletier
Chapter Chairman

NOV 2 3 2005

URBAN DEVELOPMENT INSTITUTE RED DEER CHAPTER

#502, PARKLAND SQUARE
4901 - 48 STREET
RED DEER, ALBERTA T4N 6M4
PHONE (403) 343-0817 FAX (403) 343-7510
EMAIL: GPELLETIER@MELCOR.CA

November 21st, 2005

Mayor Morris Flewelling &
Members of City Council

Re: 2005 Offsite Levy Rates

The Urban Development Institute is pleased to provide comment on the proposed 2005 levy rates.

As you may be aware the original levy proposal came forward for our review in July. Written feedback was provided to this proposal from our Association in August. This feedback was followed up with a meeting on the 4th of November to review the revisions requested by UDI. Although we appreciated the opportunity to meet with City officials the results were not to our satisfaction.

We would like to take this opportunity to make the following supplemental comments to City Council for consideration:

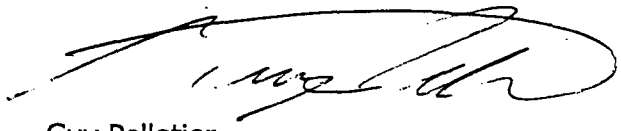
- UDI is appreciative of the restoration of partial provincial grant funding to certain major roads required in the basin. This is a key change that we requested in 2004 and is important as it recognizes the impact of regional traffic on some City roads.
- We would like to reiterate our request to have the 20th Avenue and Delburne Road project costs added to the list of grant eligible projects. UDI believes that these high level roadways that make up portions of a "ring road" are logical additions to projects partially funded by the Province. This would result in a further spreading of the costs of growth amongst the benefiting tax base.
- One of the issues that UDI brought forward was the need to have the system for calculating levies and applying grant dollars remain consistent and predictable. It is important to us to determine which project attract funding at what level and then have that formula approved by Council and

not subject it to review every year. We need a formula that can be relied upon from year to year so we don't experience large unexpected jumps like we have witnessed over the last several years **(38% this year and 100% since 2000)**. It is important that the transportation projects eligible for grant funding be given an equivalent priority to the other grant funded projects. The development industry and new home buyers deserve a longer term commitment from the City.

- We are blessed to live in a vibrant and growing region. We all benefit from the additional opportunities created by this growth. The development industry and our customers (new home buyers) are happy to pay our share of the costs of growth. It is important that we do what we can collectively to keep the costs of housing in our City reasonable. A levy that is fair, affordable, and predictable will assist us all in achieving that goal.
- UDI fully understands the situation that the City is in with respect to the limited access to funding for infrastructure in high growth periods. We recognize that the Province experiences much greater revenue growth and has an obligation to assist municipalities. As an industry we are prepared to join with the City in a joint lobbying effort to assist the City to achieve more sustainable levels of funding for growth related infrastructure.

The Urban Development Institute looks forward to continuing its partnership with the City of Red Deer in delivering affordable housing solutions for all new home buyers.

Sincerely,



Guy Pelletier
Chairman, UDI Red Deer

THE CITY OF
Red Deer

FILE COPY

LEGISLATIVE & ADMINISTRATIVE SERVICES
January 17, 2006

Mr. G. Pelletier, Chapter Chairman
Urban Development Institute
c/o Melcor Developments Ltd.
602, Parkland Square
4901 – 48 Street
Red Deer, AB T4N 6M4

Dear Guy:

Re: Proposed 2005 Off-Site Levy Rates and Tentative 2006 Rates
2005/2006 Off-Site Levy Bylaw 3354/2005

At the City of Red Deer's Council Meeting held January 16, 2006, the 2005/2006 Off-Site Levy Bylaw 3354/2005 was given second and third readings.

A copy of Bylaw 3354/2005 is attached for your information. Should you have any questions regarding the Bylaw, please contact Mr. Tom Warder, Engineering Services Manager, at 342-8168.

Sincerely,

Kelly Kloss
Manager

/attach.

c T. Warder, Engineering Services Manager

Backup

Christine Kenzie

From: Kelly Kloss
Sent: January 05, 2006 6:03 PM
To: Christine Kenzie
Subject: FW: OFF SITE LEVY BYLAW 3354/2005

FW: OFF SITE
EVY BYLAW 3354/2

FYI

Christine Kenzie

From: Don Simpson
Sent: January 05, 2006 3:02 PM
To: Kelly Kloss
Subject: FW: OFF SITE LEVY BYLAW 3354/2005

Kelly:

When I replied to Nick I thought that my reply would go to you as you are in the chain, but apparently not.

Below is my response to Nick - I thought Tom Warder already dealt with this ?

-----Original Message-----
From: Nick Riebeek
Sent: Thu 2006/01/05 1:32 PM
To: Don Simpson
Subject: RE: OFF SITE LEVY BYLAW 3354/2005

Good, thanks Don.

nick

From: Don Simpson
Sent: Thu 2006/01/05 11:45 AM
To: Nick Riebeek
Subject: RE: OFF SITE LEVY BYLAW 3354/2005

Nick:

The Offiste Levy bylaw has already been modified by Tom Warder to address this concern. I reviewed the amendments and thought they were fine. So I believe the problem with this particular bylaw is now addressed. (Sorry - it appears you were not kept in the loop on this.)

On bylaws generally, I had understood that it was the City Manager's view that we should be consulted on ALL bylaw amendments, not just levy bylaws. For the most part, I think this does occur and Kelly usually ensures that we have input on the amendments.

Despite that, there are a few bylaws which we don't get to see before they go to Council. I wonder whether it would be appropriate for a memo to be circulated to all departments reminding originators of the importance of getting legal approval for bylaws and amendments before they are submitted to the Council Agenda ?

What do you think Kelly ?

-----Original Message-----
From: Nick Riebeek
Sent: Thu 2006/01/05 10:35 AM
To: Don Simpson; Kelly Kloss
Subject: OFF SITE LEVY BYLAW 3354/2005

I think it would be a good idea if all "levy" bylaws be first reviewed by this office. Generally speaking any bylaw that pertains to a levy, special or otherwise has very specific statutory requirements which are not always picked up by City staff.

Some departments are referring now (Parks and Rec. for example) some are not.

The formatting of this bylaw seems unduly clumsy but most specifically I agree with Don that Sec. 649 of the Act is not complied with. Don has proposed an amendment which appears to resolve the defect, would you like us to this and forward it to you, Kelly?

nick

Christine Kenzie

From: Kelly Kloss
Sent: January 05, 2006 1:11 PM
To: Nick Riebeek; Don Simpson
Cc: Christine Kenzie; Tom Warder
Subject: RE: OFF SITE LEVY BYLAW 3354/2005

Thanks Nick,

Yes please do the amendment. We will need to run it by Tom Warder as well. Thanks

Kelly

From: Nick Riebeek
Sent: Thu 2006/01/05 10:35 AM
To: Don Simpson; Kelly Kloss
Subject: OFF SITE LEVY BYLAW 3354/2005

I think it would be a good idea if all "levy" bylaws be first reviewed by this office. Generally speaking any bylaw that pertains to a levy, special or otherwise has very specific statutory requirements which are not always picked up by City staff. Some departments are referring now (Parks and Rec. for example) some are not.

The formatting of this bylaw seems unduly clumsy but most specifically I agree with Don that Sec. 649 of the Act is not complied with. Don has proposed an amendment which appears to resolve the defect, would you like us to this and forward it to you, Kelly?

nick

Christine Kenzie

From: Linda Rehn
Sent: January 05, 2006 10:22 AM
To: Christine Kenzie
Cc: Greg Sikora
Subject: RE: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

Hi Christine - yes - Greg has left me a draft to prepare for him - he and Tom will be back on Monday so we will finalize then..

Linda Rehn
Administrative Assistant
Engineering Services
The City of Red Deer
(403) 342-8184

-----Original Message-----
From: Christine Kenzie
Sent: January 05, 2006 10:08 AM
To: Linda Rehn
Subject: FW: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

See email that I forwarded to Tom Warder. Will someone be looking after preparing a report for the January 16th Council Meeting - would need it by 9:00 a.m. on January 10th.

Thanks.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

-----Original Message-----
From: Christine Kenzie
Sent: January 05, 2006 10:00 AM
To: Tom Warder
Subject: RE: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

As a reminder you will need to prepare a report for Council for the January 16, 2005 Council Agenda regarding changes to the Off-site Levy Bylaw. Can you forward to me the latest version of the bylaw with changes that both you and Don Simpson have agreed to?

Thanks.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

-----Original Message-----
From: Tom Warder
Sent: December 22, 2005 4:00 PM
To: Kelly Kloss; Christine Kenzie; Don Simpson; Greg Sikora; Linda Rehn
Subject: FW: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

Looks good. I made a couple other minor changes (dropped the words 'sewer' and 'infrastructure' in the proposed rate paragraphs as they don't match the definitions).

Tom Warder, P. Eng.
Engineering Services Manager
City of Red Deer
tom.warder@reddeer.ca
403.342.8168

-----Original Message-----
From: Don Simpson
Sent: December 22, 2005 11:03 AM
To: Tom Warder
Cc: Kelly Kloss; Christine Kenzie; Greg Sikora; Linda Rehn
Subject: RE: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

Hi Tom:
I think your revised definitions look really good. The only further change I would recommend is the addition of these new terms into the text of the bylaw at paragraphs 3 and 4. I have added these in and show them underlined.
- Don
-----Original Message-----
From: Tom Warder
Sent: Wed 2005/12/21 2:45 PM
To: Kelly Kloss; Don Simpson; Christine Kenzie; Greg Sikora; Linda Rehn
Subject: FW: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

Don, Kelly,
I had a look at Don's suggestion but I didn't think this would cover it off sufficiently. Attached is a revised bylaw with four definitions added, one for each off-site levy rate. Please review and let me know what you think.
Tom Warder, P. Eng.
Engineering Services Manager
City of Red Deer
tom.warder@reddeer.ca
403.342.8168

-----Original Message-----
From: Christine Kenzie
Sent: December 21, 2005 11:06 AM
To: Tom Warder
Subject: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

After reviewing the Off-Site Levy Bylaw, it appears that it does not comply with Section 649 of the MGA which states: "A bylaw that authorizes a redevelopment levy or an off-site levy must set out the object of each levy and indicate how the amount of the levy was determined."
Would you please review the attached bylaw and provide wording to amend the bylaw for the January 16, 2006 Council Meeting. Your comments should be forwarded to Kelly Kloss so that he can review the wording with the City Solicitor. We would need your amendment by Monday, January 9th for the January 16th Council Meeting agenda review with Norbert and Morris.
Thanks.
Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

LATEST REVISION FROM TOM WARDER.

Christine Kenzie

From: Tom Warder
Sent: December 22, 2005 4:00 PM
To: Kelly Kloss; Christine Kenzie; Don Simpson; Greg Sikora; Linda Rehn
Subject: FW: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

Looks good. I made a couple other minor changes (dropped the words 'sewer' and 'infrastructure' in the proposed rate paragraphs as they don't match the definitions).

Tom Warder, P. Eng.
Engineering Services Manager
City of Red Deer
tom.warder@reddeer.ca
403.342.8168

-----Original Message-----
From: Don Simpson
Sent: December 22, 2005 11:03 AM
To: Tom Warder
Cc: Kelly Kloss; Christine Kenzie; Greg Sikora; Linda Rehn
Subject: RE: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

Hi Tom:

DMLIVE-#472146-v1-Draft_3354_2...

I thin your revised definitions look really good. The only further change I would recommend is the addition of these new terms into the text of the bylaw at paragraphs 3 and 4. I have added these in and show them underlined.
- Don

-----Original Message-----
From: Tom Warder
Sent: Wed 2005/12/21 2:45 PM
To: Kelly Kloss; Don Simpson; Christine Kenzie; Greg Sikora; Linda Rehn
Subject: FW: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

Don, Kelly,
I had a look at Don's suggestion but I didn't think this would cover it off sufficiently. Attached is a revised bylaw with four definitions added, one for each off-site levy rate. Please review and let me know what you think.
Tom Warder, P. Eng.
Engineering Services Manager
City of Red Deer
tom.warder@reddeer.ca
403.342.8168

-----Original Message-----
From: Christine Kenzie
Sent: December 21, 2005 11:06 AM
To: Tom Warder
Subject: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

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Thanks.
Christine Kenzie
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403.342.8201
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RECENT CHANGES FROM TOM WARDER

BYLAW NO. 3354/2005

Being a Bylaw of The City of Red Deer to provide a uniform levy of off-site costs in respect of previously undeveloped land.

1. WHEREAS pursuant to provisions of Section 648 of the Municipal Government Act, The City may by bylaw:

   (a) Provide for the imposition and payment of a levy to be known as an "off-site levy" in respect of land that is to be developed or subdivided, and

   (b) Authorize an agreement to be entered into in respect of the payment of the levy.

2. An off-site levy may be used only to pay for all or part of the capital cost of any or all of the following:

   (a) New or expanded facilities for the storage, transmission, treatment, or supplying of water;

   (b) New or expanded facilities for the treatment, movement, or disposal of sanitary sewage;

   (c) New or expanded storm sewer drainage facilities;

   (c.1) New or expanded roads required for or impacted by a subdivision or development;

   (d) Land required for or in connection with any facilities described in clauses (a) to (c.1);

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

1 This bylaw may be cited as "The Off-Site Levy Bylaw".

2 Definitions:

For the purpose of this bylaw:

(1) "Development" shall mean:

(a) a change of use of land, or an act done in relation to land that results in or is likely to result in a change in the use of the land, or

(b) a change in the intensity of the use of land or an act done in relation to land that results in, or is likely to result in, a change of the intensity of the use of the said land.

(2) "Gross Development Area" means each and every hectare or part thereof as shown on the Plan of Subdivision for a development which has been approved by the Municipal Planning Commission, including any area which may be dedicated for roads, lanes, walkways, parks, reserve parcels, schools, or any other public use.

(3) "Net Development Area" means the area remaining after the deletion from the Gross Development Area of lands required for arterial roadways, any previously developed lands, and other undevelopable lands such as wetlands, rivers, creeks, escarpments and major utility rights of way.

(4) "Trunk Water" means an existing or proposed water main; generally having an internal diameter of 350 mm or greater, complete with related pumping and storage facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Water Off-site Levy rate.

(5) "Trunk Water Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Water facilities identified on Schedule "A" less the Water Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "A".

(6) "Trunk Sanitary" means an existing or proposed sanitary sewer; generally having an internal diameter of 375 mm or greater, or having a depth of cover greater than 6.0 m, complete with related pumping facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Sanitary Off-site Levy rate.

(7) "Trunk Sanitary Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Sanitary

facilities identified on Schedule "B" less the Sanitary Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "B".

(8) "Trunk Storm" means an existing or proposed storm sewer; generally defined as having an internal diameter of 1,200 mm or greater, as well as storm water storage facilities and associated outlet piping; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Storm Off-site Levy rate.

(9) "Trunk Storm Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Storm facilities identified on Schedule "C" less the Storm Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "C".

(10) "Major Thoroughfare" means an existing or proposed expressway, divided arterial roadway, or undivided arterial roadway, including the land for right of way, storm drainage, traffic signals, and street lighting, that has been designated as a major thoroughfare by The City; the cost of same having been included in the calculation of the Major Thoroughfare off-site levy rate.

(11) "Major Thoroughfare Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Major Thoroughfare

facilities identified on Schedule "D" less the Major Thoroughfare Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "D".

3 That up to and including December 31, 2005, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,520 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water (the" Trunk Water Off-site Levy Rate").

(2) In all the area outlined in the attached Schedule "B", the sum of $5,215 for each hectare or part thereof within the Net Development Area for Trunk Sanitary (the "Trunk Sanitary Off-site Levy Rate").

(3) In all the area outlined in the attached Schedule "C", the sum of $22,370 for each hectare or part thereof within the Net Development Area for Trunk Storm (the "Trunk Storm Off-site Levy Rate").

(4) In all the area outlined in the attached Schedule "D", the sum of $36,745 for each hectare or part thereof within the Net Development Area for Major Thoroughfares (the "Major Thoroughfare Off-site Levy Rate").

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5 All levies imposed under this bylaw shall be in addition to the fee payable for development permits or building permits, and shall be paid to The City

following approval of a subdivision plan and prior to the issuance of a development permit or a building permit, as the case may be.

6 Offsite levies imposed and collected under Bylaw 3354/2005 shall be deemed to have been imposed and collected under this Bylaw.

7 Bylaw 3331/2004 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

Christine Kenzie

From: Kelly Kloss
Sent: December 22, 2005 11:32 AM
To: Christine Kenzie
Subject: FW: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

DMLIVE-#472146-v
1-Draft_3354_2...

FYI, Tom will need to do a report back to Council recommending the changes, when they all come to an agreement

-----Original Message-----
From: Don Simpson
Sent: December 22, 2005 11:03 AM
To: Tom Warder
Cc: Kelly Kloss; Christine Kenzie; Greg Sikora; Linda Rehn
Subject: RE: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

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LATEST REVISIONS FROM DON SIMPSON

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BYLAW NO. 3354/2005

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1. WHEREAS pursuant to provisions of Section 648 of the Municipal Government Act, The City may by bylaw:

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2. An off-site levy may be used only to pay for all or part of the capital cost of any or all of the following:

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

1 This bylaw may be cited as "The Off-Site Levy Bylaw".

2 Definitions:

For the purpose of this bylaw:

(1) "Development" shall mean:

(a) a change of use of land, or an act done in relation to land that results in or is likely to result in a change in the use of the land, or

(b) a change in the intensity of the use of land or an act done in relation to land that results in, or is likely to result in, a change of the intensity of the use of the said land.

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(4) "Trunk Water" means an existing or proposed water main; generally having an internal diameter of 350 mm or greater, complete with related pumping and storage facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Water Off-site Levy rate.

(5) "Trunk Water Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Water facilities identified on Schedule "A" less the Water Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "A".

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(11) "Major Thoroughfare Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Major Thoroughfare

facilities identified on Schedule "D" less the Major Thoroughfare Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "D".

3 That up to and including December 31, 2005, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

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6 Offsite levies imposed and collected under Bylaw 3354/2005 shall be deemed to have been imposed and collected under this Bylaw.

7 Bylaw 3331/2004 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

Christine Kenzie

From: Tom Warder
Sent: December 21, 2005 2:46 PM
To: Kelly Kloss; Don Simpson; Christine Kenzie; Greg Sikora; Linda Rehn
Subject: FW: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

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CHANGES NOTED — FROM TOM WARDER

BYLAW NO. 3354/2005

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1 This bylaw may be cited as "The Off-Site Levy Bylaw".

2 Definitions:

For the purpose of this bylaw:

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(b) a change in the intensity of the use of land or an act done in relation to land that results in, or is likely to result in, a change of the intensity of the use of the said land.

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(9) "Trunk Storm Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Storm facilities identified on Schedule "C" less the Storm Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "C".

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(1) In all the area outlined in the attached Schedule "A", the sum of $8,940 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure.

(2) In all the area outlined in the attached Schedule "B", the sum of $5,470 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure.

(3) In all the area outlined in the attached Schedule "C", the sum of $23,480 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure.

(4) In all the area outlined in the attached Schedule "D", the sum of $42,110 for each hectare or part thereof within the Net Development Area for Major Thoroughfares.

5 All levies imposed under this bylaw shall be in addition to the fee payable for development permits or building permits, and shall be paid to The City following approval of a subdivision plan and prior to the issuance of a development permit or a building permit, as the case may be.

6 Offsite levies imposed and collected under Bylaw 3354/2005 shall be deemed to have been imposed and collected under this Bylaw.

7 Bylaw 3331/2004 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

BYLAW NO. 3354/2005

Being a Bylaw of The City of Red Deer to provide a uniform levy of off-site costs in respect of previously undeveloped land.

1. WHEREAS pursuant to provisions of Section 648 of the Municipal Government Act, The City may by bylaw:

   (a) Provide for the imposition and payment of a levy to be known as an "off-site levy" in respect of land that is to be developed or subdivided, and

   (b) Authorize an agreement to be entered into in respect of the payment of the levy.

2. An off-site levy may be used only to pay for all or part of the capital cost of any or all of the following:

   (a) New or expanded facilities for the storage, transmission, treatment, or supplying of water;

   (b) New or expanded facilities for the treatment, movement, or disposal of sanitary sewage;

   (c) New or expanded storm sewer drainage facilities;

   (c.1) New or expanded roads required for or impacted by a subdivision or development;

   (d) Land required for or in connection with any facilities described in clauses (a) to (c.1);

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

1 This bylaw may be cited as "The Off-Site Levy Bylaw".

2 Definitions:

For the purpose of this bylaw:

(1) "Development" shall mean:

(a) a change of use of land, or an act done in relation to land that results in or is likely to result in a change in the use of the land, or

(b) a change in the intensity of the use of land or an act done in relation to land that results in, or is likely to result in, a change of the intensity of the use of the said land.

(2) "Gross Development Area" means each and every hectare or part thereof as shown on the Plan of Subdivision for a development which has been approved by the Municipal Planning Commission, including any area which may be dedicated for roads, lanes, walkways, parks, reserve parcels, schools, or any other public use.

(3) "Net Development Area" means the area remaining after the deletion from the Gross Development Area of lands required for arterial roadways, any previously developed lands, and other undevelopable lands such as wetlands, rivers, creeks, escarpments and major utility rights of way.

(4) "Trunk Water" means an existing or proposed water main; generally having an internal diameter of 350 mm or greater, complete with related pumping and storage facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Water Off-site Levy rate.

(5) "Trunk Sanitary Sewer" means an existing or proposed sanitary sewer; generally having an internal diameter of 375 mm or greater, or having a depth of cover greater than 6.0 m, complete with related pumping facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Sanitary Off-site Levy rate.

(6) "Trunk Storm Sewer" means an existing or proposed storm sewer; generally defined as having an internal diameter of 1,200 mm or greater, as well as stormwater storage facilities and associated outlet piping; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Storm Off-site Levy rate.

(7) "Major Thoroughfare" means an existing or proposed expressway, divided arterial roadway, or undivided arterial roadway, including the land for right of way, storm drainage, traffic signals, and street lighting, that has been designated as a major thoroughfare by The City; the cost of same having been included in the calculation of the Major Thoroughfare off-site levy rate.

3 That up to and including December 31, 2005, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,520 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure.

(2) In all the area outlined in the attached Schedule "B", the sum of $5,215 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure.

(3) In all the area outlined in the attached Schedule "C", the sum of $22,370 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure.

(4) In all the area outlined in the attached Schedule "D", the sum of $36,745 for each hectare or part thereof within the Net Development Area for Major Thoroughfares.

4 That effective January 1, 2006, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,940 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure.

(2) In all the area outlined in the attached Schedule "B", the sum of $5,470 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure.

(3) In all the area outlined in the attached Schedule "C", the sum of $23,480 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure.

(4) In all the area outlined in the attached Schedule "D", the sum of $42,110 for each hectare or part thereof within the Net Development Area for Major Thoroughfares.

5 All levies imposed under this bylaw shall be in addition to the fee payable for development permits or building permits, and shall be paid to The City following approval of a subdivision plan and prior to the issuance of a development permit or a building permit, as the case may be.

6 Offsite levies imposed and collected under Bylaw 3354/2005 shall be deemed to have been imposed and collected under this Bylaw.

7 Bylaw 3331/2004 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

Christine Kenzie

From: Kelly Kloss
Sent: December 21, 2005 11:31 AM
To: Tom Warder
Cc: Don Simpson; Christine Kenzie
Subject: FW: Offsite Levy Bylaw

Hi Tom,

Further to Christine's email. Don has sent over the following suggestion. Thanks

Kelly

-----Original Message-----
From: Don Simpson
Sent: December 21, 2005 11:05 AM
To: Kelly Kloss
Subject: Offsite Levy Bylaw

Kelly:

Further to our discussion, I think the concern re s. 649 might be addressed by adding a new clause along the lines of the following:

"The rates set out in this bylaw for offsite levies for water, sewer and road were determined by calculating the actual cost of construction of those utilities in 2004, modifying those costs to reflect increases in construction costs in 2005 and pro-rating the costs to the land served by such development, on a per hectare basis. The details of such calculations are as set out in the report to Council by the Engineering Services Manager dated December 12, 2005."

Christine Kenzie

To: Tom Warder

Subject: Draft 3354/2005 - 2005-2006 Off Site Levy Bylaw

After reviewing the Off-Site Levy Bylaw, it appears that it does not comply with Section 649 of the MGA which states: "A bylaw that authorizes a redevelopment levy or an off-site levy must set out the object of each levy and indicate how the amount of the levy was determined."

Would you please review the attached bylaw and provide wording to amend the bylaw for the January 16, 2006 Council Meeting. Your comments should be forwarded to Kelly Kloss so that he can review the wording with the City Solicitor. We would need your amendment by Monday, January 9th for the January 16th Council Meeting agenda review with Norbert and Morris.

Thanks.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

OFF-SITE LEVY
3354/2005

DESCRIPTION: Proposed rates per hectare for 2005 & Interim 2006.

FIRST READING: December 19, 2005

FIRST PUBLICATION: December 30, 2005

SECOND PUBLICATION: January 6, 2006

PUBLIC HEARING & SECOND READING: January 16, 2006

THIRD READING: January 16, 2006

LETTERS REQUIRED TO PROPERTY OWNERS: YES ❑ NO ❑
UDI

DEPOSIT? YES ❑ $ _____ NO ☑ BY: City

ACTUAL COST OF ADVERTISING:

$ 163.20 X 2 TOTAL: $ 326.40

MAP PREPARATION: $ _____

TOTAL COST: $ 326.40

LESS DEPOSIT RECEIVED: $ _____

AMOUNT OWING/ (REFUND): $ _____

INVOICE NO.: _____

(Account No. 180.5901)

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

December 28, 2005

Urban Development Institute
C/o Guy Pelletier
502, 4901 – 48 Street
Red Deer, AB T4N 6M4

Dear Sir/Madam:

Re: Bylaw 3354/2005 – Off-Site Levy

Red Deer City Council proposes to pass **Bylaw 3354/2005,** being a bylaw to provide a uniform levy of off-site costs in respect of previously undeveloped land as shown on various outline plan maps available at Legislative & Administrative Services. Proposed rates, per hectare, are outlined below:

2005		2006 Interim	
Water	$8,520	Water	$8,940
Sanitary	$5,215	Sanitary	$5,470
Storm	$22,370	Storm	$23,480
Roads	$36,745	Roads	$42,110
Total	$72,850/ha	Total	$80,000/ha

The proposed bylaw may be inspected by the public at Legislative & Administrative Services, 2nd Floor of City Hall during regular office hours, or for more details contact the city planners at Parkland Community Planning Services at 343-3394.

City Council will hear from any person claiming to be affected by the proposed bylaw at a Public Hearing on **Monday, January 16, 2006** at 7:00 p.m. in Council Chambers, 2nd floor of City Hall. If you want your letter or petition included on the Council agenda you must submit it to our office by **Tuesday, January 10, 2006.** Otherwise, you may submit your letter or petition at the Council meeting or you can simply tell Council your views at the Public Hearing. Any submission will be public information. If you have any questions regarding the use of this information, please contact Legislative & Administrative Services at 342-8132.

Yours truly,

Kelly Kloss
Manager, Legislative & Administrative Services

/te

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

On November 4, 2005 Senior Management met with UDI to further discuss the request for increased funding for roadway levy projects. Although it was generally agreed that regional traffic volumes coupled with new residential development will necessitate the shared funding and construction of the Northland Drive route, there was no agreement reached with respect to additional funding for other roadway projects.

10. Recommendations

Based on the information provided above, we recommend implementing a **2005** Off-site Levy Rate of $72,850 per hectare as outlined below:

Proposed 2005 Off-site Levy Rates

• Water	$ 8,520	(24% increase)
• Sanitary	$ 5,215	(30% increase)
• Storm	$ 22,370	(68% increase)
• Roads	$ 36,745	(23% increase)
Total:	**$ 72,850/ha**	(35% increase)

Also, because it is almost certain that the 2006 rates will be higher than the calculated 2005 rates as noted above, we are recommending the implementation of an interim **2006** off-site levy rate of $80,000 per hectare as noted below. This is approximately 5% higher than the calculated 2005 rate of $76,220/ha (see Table 1).

Proposed Interim 2006 Off-site Levy Rates

• Water	$ 8,940
• Sanitary	$ 5,470
• Storm	$ 23,480
• Roads	$ 42,110
Total:	**$ 80,000/ha**

THE CITY OF **Red Deer**

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Tom Warder, Engineering Services Manager**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **2005/2006 Off-Site Levy Bylaw 3354/2005**

Reference Report:
Engineering Services Manager, dated January 9, 2006 and December 12, 2005

Resolutions:

"***Resolved*** that Council of the City of Red Deer having considered the report from the Engineering Services Manager, dated January 10, 2006, re: Proposed 2005 Off-Site Levy Rates and Tentative 2006 Rates – 2005/2006 Off-Site Levy Bylaw 3354/2005, hereby agrees to amend Bylaw 3354/2005 as follows:

1. Under Section 2 – Definitions – Deleting items (5), (6), and (7) and replacing them with the following new sections:

   2 Definitions:

   (5) "Trunk Water Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Water facilities identified on Schedule "A" less the Water Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "A".

   (6) "Trunk Sanitary" means an existing or proposed sanitary sewer; generally having an internal diameter of 375 mm or greater, or having a depth of cover greater than 6.0 m, complete with related pumping facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Sanitary Off-site Levy rate.

. . .2/

(7) "Trunk Sanitary Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Sanitary facilities identified on Schedule "B" less the Sanitary Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "B".

(8) "Trunk Storm" means an existing or proposed storm sewer; generally defined as having an internal diameter of 1,200 mm or greater, as well as storm water storage facilities and associated outlet piping; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Storm Off-site Levy rate.

(9) "Trunk Storm Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Trunk Storm facilities identified on Schedule "C" less the Storm Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "C".

(10) "Major Thoroughfare" means an existing or proposed expressway, divided arterial roadway, or undivided arterial roadway, including the land for right of way, storm drainage, traffic signals, and street lighting, that has been designated as a major thoroughfare by The City; the cost of same having been included in the calculation of the Major Thoroughfare off-site levy rate.

(11) "Major Thoroughfare Off-site Levy Rate" means the amount to be assessed per hectare of developable land; the calculation of which is based on the actual or estimated cost of the Major Thoroughfare facilities identified on Schedule "D" less the Major Thoroughfare Off-site Levy revenues collected to date, plus an inflationary adjustment on current net expenditures, divided by the Net Development Area within the Basin Boundary identified on Schedule "D".

. . .3/

2. Deleting Section 3 in its entirety and replacing it with the following revised Section 3:

3 That up to and including December 31, 2005, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,520 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure (the" Trunk Water Off-site Levy Rate").

(2) In all the area outlined in the attached Schedule "B", the sum of $5,215 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure (the "Trunk Sanitary Off-site Levy Rate").

(3) In all the area outlined in the attached Schedule "C", the sum of $22,370 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure (the "Trunk Storm Off-site Levy Rate").

(4) In all the area outlined in the attached Schedule "D", the sum of $36,745 for each hectare or part thereof within the Net Development Area for Major Thoroughfares (the "Major Thoroughfare Off-site Levy Rate").

3. Deleting Section 4 and replacing it with the following revised Section 4:

4 That effective January 1, 2006, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

. . .4/

(1) In all the area outlined in the attached Schedule "A", the sum of $8,940 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure (the" Trunk Water Off-site Levy Rate").

(2) In all the area outlined in the attached Schedule "B", the sum of $5,470 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure (the "Trunk Sanitary Off-site Levy Rate").

(3) In all the area outlined in the attached Schedule "C", the sum of $23,480 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure (the "Trunk Storm Off-site Levy Rate").

(4) In all the area outlined in the attached Schedule "D", the sum of $42,110 for each hectare or part thereof within the Net Development Area for Major Thoroughfares (the "Major Thoroughfare Off-site Levy Rate").

Bylaw Readings:
2005/2006 Off-Site Levy Bylaw 3354/2005, as amended, was given second and third readings. A copy of the bylaw is attached.

Report Back to Council: No

. . .5/

Comments/Further Action:

The 2005/2006 Off-Site Levy Bylaw 3354/2005 provides for the off-site levies, for 2005/2006 that the City charges on new development lands within The City. This office will distribute copies of the bylaw in due course.

Kelly Kloss
Manager

/chk
attchs.

c Director of Development Services

Red Deer

Assessment and Taxation Services

DATE: January 5, 2006

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Rod Risling, Assessment & Taxation Services Manager

SUBJECT: 2006 Supplementary Assessment Bylaw

Background:
Section 313 of the Municipal Government Act, provides the opportunity for a municipality to implement supplementary assessments and taxation. To authorize the supplementary process, every year City Council must pass a supplementary assessment bylaw prior to May 1. City Council has authorized supplementary assessments since 2002.

The supplementary assessment is the assessment of newly constructed buildings, additions, and renovations that are occupied or completed during the 2006 year, but were not assessed at 100% of completion on the regular assessment notice mailed on January 13, 2006. The resulting supplementary tax is prorated, based on the number of months the improvement has been completed or occupied.

Supplementary assessment and tax provides for equity among property owners. At the time the owners occupy the new premise and receive municipal benefits, they pay their share toward the tax base to pay for those benefits.

Discussion:
The 2006 proposed budget includes estimated revenue of $350,000 that will be generated from supplementary taxation.

Recommendation:
That Council approve the attached Supplementary Assessment Bylaw.

Rod Risling

Comments:

We agree with the recommendations of the Assessment & Taxation Services Manager.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

Backup

Christine Kenzie

From: Nick Riebeek
Sent: January 06, 2006 9:11 AM
To: Christine Kenzie; Don Simpson
Cc: Kelly Kloss
Subject: RE: 3341/2005 - 2005 Supplementary Assessment Bylaw

Thank you,

this looks fine to me.

Nick

From: Christine Kenzie
Sent: Fri 2006/01/06 8:18 AM
To: Nick Riebeek; Don Simpson
Cc: Kelly Kloss
Subject: FW: 3341/2005 - 2005 Supplementary Assessment Bylaw

Further to your email to Kelly Kloss regarding reviewing all bylaws and amendments before they go to Council, attached is the report and draft bylaw submitted by Rod Risling, Assessment & Taxation Manager regarding the 2006 Supplementary Assessment bylaw for the January 16, 2006 Council Meeting. - for your review.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

-----Original Message-----
From: Rod Risling
Sent: January 05, 2006 2:20 PM
To: Christine Kenzie
Subject: RE: 3341/2005 - 2005 Supplementary Assessment Bylaw

Oops! Here it is!

> -----Original Message-----
> **From:** Rod Risling
> **Sent:** January 05, 2006 2:19 PM
> **To:** Christine Kenzie
> **Subject:** RE: 3341/2005 - 2005 Supplementary Assessment Bylaw
>
> Hello Christine,

Attached is the Sup. Bylaw and cover report. Someone will be over shortly to drop off a signed copy of the report.

As the Bylaw is typically passed with no questions - 3 minute item, is there any chance that it can be scheduled prior to the supper break?

-----Original Message-----
From: Christine Kenzie
Sent: January 05, 2006 8:22 AM
To: Rod Risling
Subject: 3341/2005 - 2005 Supplementary Assessment Bylaw

I've attached the 2005 Supplementary Assessment Bylaw for your reference. I presume the bylaw for 2006 will be the same except for changing 2005 to 2006.

Once I receive your report - I will do up the accompanying bylaw.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

Red Deer

Assessment and Taxation Services

Backup

DATE: January 11, 2005

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Rod Risling, Assessment & Taxation Services Manager

SUBJECT: 2005 Supplementary Assessment Bylaw

Background:
Section 313 of the Municipal Government Act, provides the opportunity for a municipality to implement supplementary assessments and taxation. To authorize the supplementary process, every year City Council must pass a supplementary assessment bylaw prior to May 1. City Council has authorized supplementary assessments since 2002.

The supplementary assessment is the assessment of newly constructed buildings, additions, and renovations that are occupied or completed during the 2005 year, but were not assessed at 100% of completion on the regular assessment notice scheduled for mailing on January 31, 2005. The resulting supplementary tax is prorated, based on the number of months the improvement has been completed or occupied.

Supplementary assessment and tax provides for equity among property owners. At the time the owners occupy the new premise and receive municipal benefits, they pay their share toward the tax base to pay for those benefits.

Discussion:
Each year the supplementary assessment bylaw is presented to City Council in April or May, at the same time as the tax rate bylaw; however, it seems more appropriate for City Council to consider the bylaw prior to the approval of the municipal budget. The 2005 proposed budget includes estimated revenue of $300,000 that will be generated from supplementary taxation.

Recommendation:
That Council approve the attached Supplementary Assessment Bylaw.

Rod Risling

BYLAW NO. 3341/2005

Being a bylaw to authorize the preparation of supplementary assessments within The City of Red Deer for 2005.

WHEREAS, The City of Red Deer wishes to require the preparation of supplementary assessments for improvements for the purpose of imposing a tax;

AND WHEREAS, the Municipal Government Act provides that this Bylaw must be passed before May 1 of the year that the Bylaw applies;

NOW THEREFORE Council enacts:

1 That a supplementary assessment shall be prepared for all improvements in 2005.

READ A FIRST TIME IN OPEN COUNCIL this 17th day of January 2005.

READ A SECOND TIME IN OPEN COUNCIL this 17th day of January 2005.

READ A THIRD TIME IN OPEN COUNCIL this 17th day of January 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this 17th day of January 2005.

"Morris Flewwelling"
MAYOR

"Kelly Kloss"
CITY CLERK

Moved by Councillor Hughes, seconded by Councillor Mulder

SECOND READING: That Bylaw 3149/A-2005 be read a second time

MOTION CARRIED

Moved by Councillor Pimm, seconded by Councillor Watkinson-Zimmer

"That with the unanimous consent of Council members present, Bylaw 3149/A-2005 be presented for third reading."

Councillors Veer, Dawson and Jefferies registered dissenting votes

MOTION DEFEATED

REPORTS

Council considered a report from the Assessment & Taxation Services Manager dated January 11, 2005, **Re: 2005 Supplementary Assessment Bylaw – Bylaw 3341/2005.** Following discussion Council agreed to consider the related bylaw readings at this time.

BYLAWS

3341/2005

Moved by Councillor Mulder, seconded by Councillor Veer

FIRST READING: That Bylaw 3341/2005 be read a first time (2005 Supplementary Assessment Bylaw)

MOTION CARRIED

Moved by Councillor Mulder, seconded by Councillor Veer

SECOND READING: That Bylaw 3341/2005 be read a second time

MOTION CARRIED

Moved by Councillor Dawson, seconded by Councillor Hughes

"That with unanimous consent of Council members present, Bylaw 3341/2005 be presented for third reading.

MOTION CARRIED

Moved by Councilor Mulder, seconded by Councillor Veer

THIRD READING: That Bylaw 3341/2005 be read a third time

MOTION CARRIED

UNFINISHED BUSINESS

Prior to consideration of the following item the Lifting from the Table resolution as set out below was introduced and passed:

Moved by Councillor Jefferies, seconded by Councillor Watkinson-Zimmer

"Resolved that Council of the City of Red Deer hereby agrees to lift from the table consideration of the Resolution for the 2005 Federation of Canadian Municipalities (FCM) Annual Convention – Water Conservation – Use of Fresh Water by Industry."

MOTION TO LIFT FROM THE TABLE CARRIED

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Rod Risling, Assessment & Taxation Services Manager**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **2006 Supplementary Assessment Bylaw – Bylaw 3355/2006**

Reference Report:
Assessment & Taxation Services Manager, dated January 5, 2006

Bylaw Readings:
2006 Supplementary Assessment Bylaw – Bylaw 3355/2006 was given three readings. A copy of the bylaw is attached.

Report Back to Council: No

Comments/Further Action:

Kelly Kloss
Manager

/chk
attchs.

c Director of Corporate Services

Item No. 2

DATE: **January 6, 2006**

TO: **Manager, Legislative & Administrative Services**

FROM: **EL&P Manager**

RE: **Revisions to Distribution Tariff and Regulated Rate Tariff - 2006 Balancing Pool Allocation**

This report is submitted to City Council for the purpose of requesting approval of revisions to the Distribution Tariff (Appendix A) and Regulated Rate Tariff (Appendix D) of the Electric Utility Bylaw No. 3273/2000 for the period of January 1, 2006 to December 31, 2006. These proposed changes are required to implement the Alberta Balancing Pool refund for 2006 as directed by the Alberta Department of Energy.

Legislation and Background

The Balancing Pool was established in 1998 by the Government of Alberta to help manage the transition to competition in the Alberta electric industry. It is governed by the *Electric Utilities Act* and the *Balancing Pool Regulation*. In 2000 the rights to the output of the formerly regulated thermal generating plants were sold by auction with the proceeds being placed into the Balancing Pool. Some of these rights were not sold due to inadequate offers and the Balancing Pool assumed the management of the unsold generating capacity. As well, the Balancing Pool holds the rights to the output of all of the formerly regulated hydro generating plants. The formerly regulated plants were built under a regulatory regime whereby the electricity consumers in Alberta were financially committed to purchase the output of the plants over their entire useful lifespan at a regulated price. The operation of the Balancing Pool, in essence, preserves the remaining value, either positive or negative, derived from the formerly regulated plants for the benefit of the electricity consumers.

As a note of interest, the only payment made directly to consumers by the Balancing Pool occurred in 2001 when the Balancing Pool paid for the Alberta Government's 2001 Consumer Electricity Rebate Program to shield consumers from the extremely high cost of electricity.

On November 23, 2005, the Balancing Pool announced a consumer allocation of $1 per MWh ($0.001 per KWh) of consumption for an estimated annualized amount of $54,292,000 for calendar year 2006. Pursuant to legislation, any such rebate must be included in the Alberta Electric System Operator (AESO) tariff which includes the rates paid by Red Deer for transmission services. The Balancing Pool requested the AESO to show the rebate as a separate line item on its invoices so that the rebate would be as visible as possible to end-use consumers.

Around mid-December I received a phone call from the Alberta Department of Energy advising that the province requires each distribution utility to show the amount of the Balancing Pool rebate as a separate line item on each end-use consumer's bill effective January 1, 2006. The caller was informed of the need to revise our rate bylaw and that it was impossible to place the matter on a City Council Agenda before January 16, 2006. I was further requested to do whatever could be done. No provincial regulation specifies this requirement and no formal request from the province outlining this requirement has yet been received.

Other distribution utilities and the retailers were contacted and it was found that everyone would meet the requirement in some fashion effective January 1, 2006. At least one of the utilities regulated by the Alberta Energy and Utilities Board had obtained interim Board approval on December 20, 2005 to implement the rebate effective January 1, 2006. This being the case, on December 23, 2005 the EL&P Department advised the retailers operating in Red Deer and our Load Settlement agent that the Red Deer consumer bills must reflect the rebate effective January 1, 2006. This decision was considered to be prudent since it was in the favor of the consumer, all other utilities were able to implement the rebate on January 1, 2006, and this action would avoid creating friction with the Department of Energy at a most inopportune time when some larger issues are currently under discussion. Section 3.1 of the Electric Utility Bylaw No. 3273/2000 makes provision for the City's tariff to be deemed to contain a particular charge and effective date prescribed by Alberta Statute or Regulation which is intended to address the issue of timing differences between provincial policy implementation and City Council meeting dates. It is acknowledged that the decision to implement the requested change was not a result of any such statute or regulation but merely an informal directive from the provincial government. Council's understanding of my arbitrary expansion of the exact wording in the bylaw and authorizing the change prior to Council's approval of the bylaw revision is respectfully requested.

Proposed Tariff Revisions

The Distribution Tariff – Appendix A of Bylaw 3273/2000 is revised to:

1. Add a separate line item titled "Balancing Pool Allocation" to each of the following rates in Appendix A: Residential-Rate 61, General Service-Rate 63, General Service-Rate 64, Large General Service/Industrial-Rate 78, Street Light Service-Rate 81, Traffic Light Service-Rate 82. (This allocation does not apply to Distribution Generation-Rate 83 also in Appendix A.)

2. Show the rate for the "Balancing Pool Allocation" as a credit of $0.001036 per KWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for all other time periods.

The Regulated Rate Tariff – Appendix D of Bylaw 3273/2000 is revised such that any future changes to Balancing Pool charges or credits will need to be made to only Appendix A rather than both Appendix A and Appendix D as is currently required. The Balancing Pool charges or credits apply to all consumers and not only those eligible for the Regulated Rate Tariff. The proposed revisions to this Appendix are as follows:

1. "Balancing Pool Flow Through" is changed to "Balancing Pool Allocation"

2. The rate description for the "Balancing Pool Allocation" is changed to "As per Distribution Tariff, Appendix "A" of this Bylaw".

These revisions are shown in the attached rate schedules.

The credit received by the City on its AESO invoice for transmission services will reflect a credit of $0.001 per KWh of energy delivered to the City at each of its three transmission substations. The estimated annual total credit for 2006 is $704,000. The City refund to the consumer of $0.001036 per KWh is the full AESO refund divided by the energy delivered to the end-use consumer. Because of distribution system losses and unaccounted-for-energy, the amount of energy delivered to the end-use-consumer is less than the amount of energy delivered to the City, hence, the larger unit price.

Impacts of Proposed Revisions

The consumer credits, excluding GST, resulting from the Balancing Pool Allocation as contained in the proposed revisions are:

- $0.62 per month for a typical residential consumer using 600 KWh per month

- $2.07 per month for a typical Small General Service consumer using 2,000 KWh per month

- $20.72 per month for a typical General Service or Large General Service consumer using 20,000 KWh per month

There are no EL&P Department impacts resulting from the proposed refund as the amount of the refund to the consumer is a total flow-through from the Balancing Pool to the AESO to the City to the end-use consumer. There are also no significant timing costs associated with the refund as the City's cost for transmission service, net of the refund, is not payable until a month after the month in which the service was provided. The City receives consumer revenue throughout this two-month period which will be very close to the net cost of the transmission services received but not yet paid to the AESO. Thus, there is no

significant carrying cost associated with making the refund to the consumer before having received the refund as a credit on the AESO invoice.

There are also no municipal impacts resulting from the proposed refund due to the total flow-through of the Balancing Pool funds and no municipal revenue, such as the Municipal Consent and Access Fee, is calculated on the basis of revenue net of the Balancing Pool refund.

Recommendation and City Council Request

It is recommended and respectfully requested that City Council provide the necessary three readings on January 16th for final approval of the proposed revisions to Schedules A and D of the Electric Utility Bylaw No. 3273/2000.

The necessary revised bylaw documentation is appended to the Council Agenda.

Al Roth, P.Eng.
EL&P Manager

CITY OF RED DEER
ELECTRIC LIGHT & POWER DEPARTMENT

DISTRIBUTION TARIFF

GENERAL

Effective Date

This Tariff is effective on ~~May~~ **January** 1, ~~2005~~ **2006**. It applies to all consumptions, whether estimated or actual, on and after ~~May~~ **January** 1, ~~2005~~ **2006**, for the use of System Access and Distribution Access services.

Terms and Conditions

The "Terms and 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" 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.

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

	Unit	System Access	Distribution Access
Basic Charge	$ per day	0.0859	0.2870
Variable Charge	$/kWh of all energy	0.0030	0.0088

Balancing Pool Allocation

A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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

	Unit	System Access	Distribution Access
Basic Charge	$ per day	0.3629	0.0630
Variable Charge	$/kWh of all energy	0.0030	0.0194

Balancing Pool Allocation

A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0392	0.0950
Variable Charge	$/kWh of all energy	0.0030	0.0027

Balancing Pool Allocation ***A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.***

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

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0404	0.0882
Variable Charge	$/kWh of all energy	0.0031	0.0029

Balancing Pool Allocation

A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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.

STREET LIGHT SERVICE - RATE 81

Application Applies to standard street light fixtures.

Distribution Tariff

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0546	0.0972
Variable Charge	$/kWh of all energy	0.0030	0.0037

Note: 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.

Balancing Pool Allocation ***A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.***

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

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0546	0.1012
Variable Charge	$/kWh of all energy	0.0030	0.0035

Note: 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.

Balancing Pool Allocation ***A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.***

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.

DISTRIBUTION GENERATION - RATE 83

Application

Applies to generators meeting all of the following requirements

1. Have a capacity of 150 kW or greater, and connected to a distribution voltage;
2. Have installed a revenue class bi-directional 15-minute interval meter.

Generators not meeting the above requirements are reviewed on an individual basis.

Distribution Tariff

	Unit	Distribution Access
Capacity Charge	$/kW of peak output per day	0.0825
Variable Charge	$/kWh of supplied energy	0.0057

Note:
1. Power consumption by the customer for standby purposes is subject to an applicable rate (61, 63, 64, 78, 81 or 82) for load customers
2. Peak output is measured and calculated in the same manner as the Billing Demand for load customers

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.

Transmission Charge

As per the applicable supply tariff of the Transmission Administrator. This is a charge to the customer and is added to the customer's bill.

Transmission Credit

$DTS \times \Sigma(A - B)$ where

DTS is the applicable demand tariff of the Transmission Administrator
A is hourly gross billing determinants at the Point of Delivery to which the customer is connected
B is hourly net billing determinants at the Point of Delivery to which the customer is connected

This is a credit to the customer and is calculated on a monthly basis.

CITY OF RED DEER
ELECTRIC LIGHT & POWER DEPARTMENT

REGULATED RATE TARIFF

GENERAL

Effective Date

This Tariff is effective on January 1, 2006.

Terms and Conditions

The "Terms and Conditions for the Regulated Rate Tariff", the "Terms and Conditions for Distribution Access Services" and the "Terms and Conditions for Retail Access Services" are part of this Tariff. Furthermore, the "Regulated Rate Tariff Fee Schedule", the "Distribution Access Services Schedule of Fees", 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 current 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.

RESIDENTIAL REGULATED RATE

RATE 61

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 61 is available between January 1, 2001 and June 30, 2006.

Application

Applies to all residential premises which

(1) are measured by a single meter and contain not more than two dwelling units; and
(2) are not currently enrolled under any other price options or with any alternative retail electricity supplier.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool ~~Flow Through~~ Allocation

~~Charges or credits as established by the Alberta Balancing Pool Administrator.~~ **As per Distribution Tariff, Appendix "A" of this Bylaw.**

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

GENERAL SERVICE REGULATED RATE

RATE 63

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 63 is available between January 1, 2001 and June 30, 2006.

Application

(1) Applies to a non-residential customer, or to a residential premise not entitled to Rate 61, or to the "house lights" service (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; and

(2) It is reasonably forecasted that the annual consumption of electricity with respect to each separate property will be less than 250,000 kWh; and

(3) Customer is not currently enrolled under any other price options or with any alternative retail electricity supplier.

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.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool ~~Flow Through~~ Allocation

~~Charges or credits as established by the Alberta Balancing Pool Administrator.~~ **As per Distribution Tariff, Appendix "A" of this Bylaw.**

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

GENERAL SERVICE REGULATED RATE

RATE 64

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 64 is available between January 1, 2001 and June 30, 2006.

Application

(1) Applies to a commercial or industrial installation where service is taken at the voltage listed for Rate 63 but where the kVA Metered Demand is 50 kVA or greater; and
(2) It is reasonably forecasted that the annual consumption of electricity will be less than 250,000 kWh; and
(3) Customer is not currently enrolled under any other price options or with any alternative retail electricity supplier.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool ~~Flow Through~~ Allocation

~~Charges or credits as established by the Alberta Balancing Pool Administrator.~~ **As per Distribution Tariff, Appendix "A" of this Bylaw.**

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

GENERAL SERVICE REGULATED RATE

RATE 78

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 78 is available between January 1, 2001 and June 30, 2006.

Application

(1) Applies to a commercial or industrial installation 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 1,000 kVA; and

(2) It is reasonably forecasted that the annual consumption of electricity will be less than 250,000 kWh; and

(3) Customer is not currently enrolled under any other price options or with any alternative retail electricity supplier.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool ~~Flow Through~~ Allocation

~~Charges or credits as established by the Alberta Balancing Pool Administrator.~~ **As per Distribution Tariff, Appendix "A" of this Bylaw.**

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

Comments:

We agree with the recommendations of the EL & P Manager.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

[redacted]

Christine Kenzie

From: Nick Riebeek
Sent: January 09, 2006 10:36 AM
To: Christine Kenzie; Don Simpson
Cc: Kelly Kloss
Subject: RE: Item for Council Agenda - January 16, 2006

I reviewed this and have not comments or questions.

nick riebeek

From: Christine Kenzie
Sent: Mon 2006/01/09 10:18 AM
To: Nick Riebeek; Don Simpson
Cc: Kelly Kloss
Subject: FW: Item for Council Agenda - January 16, 2006

See email below from Al Roth regarding a proposed change to the Electric Utility Bylaw for the January 16, 2006 Council Meeting. I will be preparing the bylaw amendment cover sheet that will indicate that Appendix "A" is being replaced by the revised Appendix "A" attached and Appendix "D" is being replaced by the revised Appendix "D" attached. Council will be asked to give three readings to the bylaw on January 16, 2006.

Let me know if you have any questions.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

-----Original Message-----
From: Al Roth
Sent: January 06, 2006 4:21 PM
To: Christine Kenzie
Cc: Kelly Kloss; Bryon Jeffers; Ligong Gan
Subject: Item for Council Agenda - January 16, 2006

Attached is a report and the associated rate bylaw schedules showing the bylaw revisions. I presume that you will prepare the necessary bylaw documents. If you have any questions, please contact me or Ligong Gan.

<<Council Report RRT Jan-June 2006 RRT .doc>> <<DAT Tariff Effective Jan 1 2006.DOC>>
<<Red Deer RRT Tariff Effective January 1 2006 - Amended.DOC>>

Al Roth

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Al Roth, EL & P Manager**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Revisions to Distribution Tariff and Regulated Rate Tariff – 2006 Balancing Pool Allocation**
Electric Utility Bylaw Amendment 3273/A-2006 – Changes to Appendix "A" and Appendix "D" – Effective January 1, 2006

Reference Report:
EL & P Manager, dated January 17, 2006

Bylaw Readings:
Electric Utility Bylaw Amendment 3273/A-2006 was given three readings. A copy of the bylaw is attached.

Report Back to Council: No

Comments/Further Action:
This office will amend the consolidated version of Electric Utility Bylaw 3273/2000 and distribute copies accordingly.

Kelly Kloss
Manager

/chk
attchs.

c Director of Development Services

Red Deer

DATE: **January 10, 2006**

TO: **Legislative and Administrative Services Manager**

FROM: **Director of Development Services**
City Treasurer

SUBJECT: **ATCO Gas Franchise Agreement**

Attached is a draft agreement with ATCO Gas and both a bylaw and resolution for Council's consideration

Background
The City has had an agreement with ATCO Gas or its predecessor companies since 1945. The current agreement has expired and needs to be replaced. The AUMA recently developed a standard agreement that the proposed agreement is based on, with very minor changes.

ATCO Gas pays franchise fees, also known as Municipal Consent and Access Fees, to the City of Red Deer, for access to City service corridors and for the exclusive right to provide gas distribution services in the City. Their gas distribution revenues are, of course, regulated by the Alberta Energy and Utilities Board.

Over 160 Alberta municipalities use franchise fees to reduce the amount of property tax revenue necessary to operate. Because these fees are charged to all utility customers it provides municipalities with a source of revenue from of wider base of customers, including some that do not pay property tax.

Collection Methods
There are two options for assessing the franchise fee.

The first option bases the fee on distribution revenue plus the cost of gas, but the amounts collected can vary a great deal from year to year. With recent increases in the cost of energy, some cities using this option have seen their franchise fees increase dramatically, to a level that was difficult to defend to their citizens.

The second option bases the fee on distribution revenue alone, which is much more predictable and stable. This stability is attractive to the City in projecting revenues, and is attractive to the utility customer.

The second option, basing the fee on distribution revenue alone, is the option that the City of Red Deer has been using, and intends to continue using under the new agreement.

THE CITY OF Red Deer

Comparisons
The cities of Calgary, Airdrie, Fort McMurray, Lloydminster, Sherwood Park, Spruce Grove, St. Albert and Wetaskiwin still use the first option, and Medicine Hat owns their own gas utility, so none are valid comparators. Of the municipalities using the second option, the Cities of Red Deer and Camrose are the two lowest.

Edmonton	32 %
Red Deer	17 %
Grande Prairie	34.75 %
Lethbridge	32.30 %
Camrose	15 %
Average of all Five	26.21%
Average of Highest Three	33.02%

Provisions of the Agreement
The attached agreement is for a ten-year period and grants ATCO Gas the exclusive right to provide gas distribution services within the City of Red Deer. It includes provisions to increase the franchise fee rate to from the current 17% to 22% in 2006, 25% in 2007 and 29% in 2008.

In addition, the franchise fee assessed under the existing agreement provides for property taxes payable by the gas distribution company to be deducted from the franchise fee. The new agreement requires the gas distribution company to pay property taxes in addition to the franchise fee.

Financial Impact on Customers - Franchise Fee
An average customer uses 135GJs per year and the current 17% fee equates to a monthly charge of $4.74. Increasing this to 22% will increase the monthly charge by $1.40. The remainder of the bill including the cost of gas is about $154 per month.

Approx. Monthly Energy & Distribution Cost	$154.00	$154.00
Monthly Franchise Fee	$4.74 (at 17%)	$6.14 (at 22%)
Total Monthly Bill	$158.74	$160.14
Monthly $ Increase		$ 1.40
Monthly % Increase		.88%

As you can see, the franchise fee is a very small part of the total bill. A further increase to 25% in 2007 will add an additional $.84 per month to the bill, and the final move to 29% in 2008 will add an additional $1.12.

THE CITY OF Red Deer

Financial Impact on Customers - Gas Distribution Costs
In addition to the increased franchise fee, it is expected that ATCO Gas may want to pass on the cost of property taxes to their customers, increasing distribution costs for the average customer by about $1.19 per month.

Financial Impact on the City of Red Deer - Franchise Fee
The increase in franchise fees from 17% to 22% is expected to increase franchise revenue by about $610,000 per year. Subsequent increases to 25% and 29% will increase franchise revenue by $366,000 and $487,000 respectively. This additional revenue is used to reduce property taxes.

Financial Impact on the City of Red Deer - Property Taxes
The new agreement will also allow us to recover about $500,000 in property taxes that were previously netted against the franchise fee.

Approval Procedures
There are a number of steps that need to be followed to approve this agreement: The first two steps are now complete.

Negotiations	City Solicitor, City of Red Deer and ATCO
Agreement Preparation	City Solicitor, City and ATCO

The next steps are as follows:

Bylaw – First reading	City
Resolution supporting the application	City
Bylaw, agreement and application to be forwarded to ATCO Gas for submission to the Alberta Energy and Utilities Board (AEUB)	City
Submit Information to the AEUB	ATCO
Newspaper Advertising	AEUB
Notify AEUB and ATCO of objections, if any	City
Notify AEUB and City of objections, if any	ATCO
Issue instructions re: attendance at hearings	AEUB
Appear at hearing, if required	City Solicitor, City and ATCO
Render decision and forward Board Order to City of Red Deer and ATCO Gas	AEUB
Bylaw – Second and Third readings	City
Signing of Agreement	City & ATCO
Forward agreement and certified bylaw to ATCO	City
Forward agreement and certified bylaw to AEUB	ATCO

THE CITY OF Red Deer

We would like to take this opportunity to thank Ron Moisey and his team at ATCO for their cooperation and considerable help in this process.

Recommendations

1. That City Council gives first reading to a bylaw authorizing the City Clerk to execute the agreement with ATCO Gas and Pipelines Limited.
2. That Council also approves a resolution to proceed with the application to the Alberta Energy and Utilities Board.

Bryon Jeffers, P.Eng.
Director of Development Services

Gary Mullin, CMA
City Treasurer

FORM OF APPLICATION

Alberta Energy and Utilities Board
10 Fl, 10055-106 Street
Edmonton, Alberta
T5J 2Y2

RE: RENEWAL OF A NATURAL GAS FRANCHISE AGREEMENT

The Council of the Municipality hereby applies to the Alberta Energy and Utilities Board for approval to renew a natural gas franchise agreement between the Municipality and ATCO Gas and Pipelines Ltd.

Enclosed herewith is a copy of by-law No. _____ read the first time on the _____ day of _____, 2006.

The Council hereby declares:

a) That the privilege or franchise granted under the natural gas franchise renewal agreement is necessary and proper for the public convenience and properly conserves the public interests.

b) That the scheme of ATCO Gas and Pipelines Ltd. for the delivery of natural gas under the provisions of the natural gas franchise renewal agreement is reasonable and sufficient having regard to the general circumstances.

c) That with respect to the delivery of natural gas to the Municipality the natural gas utility has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require.

d) That having regard to the deliverability of natural gas in the area in which the Municipality is situated and to any other circumstances, the granting of the franchise or privilege in the natural gas franchise renewal agreement is to the general benefit of the area directly or indirectly affected thereby.

e) That the natural gas supplier has fully discussed all proposed changes to the natural gas franchise agreement with the Council and the Council understands the reasons for this renewal and is in agreement with them.

f) That the rights conferred by the Municipality in the Agreement are not exclusive as against Her Majesty the Queen in the Right of the Province of Alberta.

Additionally, the Municipality hereby consents to the matter being determined without a hearing if no objections are filed with the Albert Energy and Utilities Board following published notice of the pending renewal agreement.

For the purposes of advertising notice, _____ is the newspaper with the largest circulation within the Municipality.

DATED THIS ____ DAY OF _____ A.D., 2006

SIGNED: _____ _____

_____ _____

Comments:

We agree with the recommendations of Administration.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

Back up

Christine Kenzie

From: Ron.Moisey@atcogas.com
Sent: January 13, 2006 11:01 AM
To: Gary Mullin; Christine Kenzie
Cc: Bryon Jeffers; Rodney Burkard; Don Simpson
Subject: RE: ATCO Gas Report to Council

A municipality still has the choice to collect a franchise fee in lieu of property tax or in addition to property tax. Payment of municipal property tax is not included in our Delivery Charges as it is community specific. Therefore they are added together, on the Retailers bill to the customer, as 1 line item. I believe it is identified as "Franchise Fee" on the bill (I haven't looked at my bill recently).

I don't have a copy of the Decision but my recollection is that the direction came out of the EUB hearing on the generic AUMA franchise agreement.

Call me on my cell (318-0175) if you have any questions. I won't be back in the office until Monday.

-----Original Message-----
From: Gary Mullin [mailto:Gary.Mullin@reddeer.ca]
Sent: Wednesday, January 11, 2006 4:54 PM
To: Moisey, Ron; Christine Kenzie
Cc: Bryon Jeffers; Rodney Burkard; Don Simpson
Subject: RE: TACO Gas Report to Council

It was our assumption that, because taxes are no longer part of the access agreement, that they would no longer show on the franchise fee line.

Is this something the EUB requires or is it just continuing a past practice?

-----Original Message-----
From: Ron.Moisey@atcogas.com [mailto:Ron.Moisey@atcogas.com]
) **nt:** January 11, 2006 4:47 PM-
To: Gary Mullin; Christine Kenzie
Cc: Bryon Jeffers; Rodney Burkard; Don Simpson
Subject: RE: ATCO Gas Report to Council

Gary,

I have attached an e-mail indicating the reconciliation process used for the property taxes that we will be recovering from customers in Red Deer as part of the agreement. I noticed in your submission to Council, see below, that it was stated that we might want to pass this on to customers by increasing the distribution costs. The collection of these costs is done through the franchise fee line item on the customer's bill. So if a customer was to calculate the actual percentage the Franchise Fee is of the Delivery Charges they will, for 2006, come up with a percentage equal to 22% plus ~6% (I don't have access to the exact percentage right now) for the property tax portion. The property tax percentage is recalculated each year.

Financial Impact on Customers - Gas Distribution Costs

In addition to the increased franchise fee, it is expected that ATCO Gas may want to pass on the cost of property taxes to their customers, increasing distribution costs for the average customer by about $1.19 per month

I don't know if these needs clarification in the submission to Council .... but the statement regarding the recovery of property tax is not correct. If you have questions please call me on my

cell at 318-0175. I can attend Monday if needed. Just let me know the time you want me there.

Also, there was a question about getting semi-annual electronic updates for our plans sheets. I believe this has already been taken care of between our graphics group and the City's GIS group.

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Sent: Wednesday, January 11, 2006 11:01 AM
To: Christine Kenzie
Cc: Bryon Jeffers; Rodney Burkard; Don Simpson; Moisey, Ron
Subject: ATCO Gas Report to Council

Here's the final copy that is going on the agenda for Monday the 16th (hopefully before supper). I've left a message for Ron Moisey to attend if possible, but he's not back to work until Monday morning.

<<ATCO Gas Franchise Report to Council.dot>>

[The information contained in this message is confidential and is intended for the addressee only. If you have received this message in error, please notify the sender immediately and delete the message. The unauthorized use, disclosure, copying or alteration of this message is strictly forbidden.]

[This message has been scanned for security content threats, including computer viruses.]

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[This message has been scanned for security content threats, including computer viruses.]

Christine Kenzie

To: Kelly Kloss
Subject: FW: TACO Gas Report to Council

Gary will not be changing his report. If asked, he will explain to Council on January 16th. - see email below.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

-----Original Message-----
From: Gary Mullin
Sent: January 11, 2006 4:54 PM
To: 'Ron.Moisey@atcogas.com'; Christine Kenzie
Cc: Bryon Jeffers; Rodney Burkard; Don Simpson
Subject: RE: TACO Gas Report to Council

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Christine Kenzie

To: Kelly Kloss

Subject: FW: ATCO Gas Report to Council

FYI - see email below re ATCO Gas Report to Council.:

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

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Christine Kenzie

From: Tammy.Rickett@atcogas.com
Sent: December 22, 2005 10:01 AM
To: Ron.Moisey@atcogas.com
Subject: RE: City of Red Deer Franchise Agreement

The first year is prorated by the effective date of the agreement and remaining days left in the year. Property tax is paid to the City on their due date, this date varies with each municipality. We forecast the revenue for the City and divide by the property tax to come up with a percentage. In January of each year we look at the amount paid in property tax and the amount collected, the over or under collection is carried forward to the next year. On February 1 of each year the percent is changed due to the change in property tax and forecasted revenue.
Tammy

-----Original Message-----
From: Moisey, Ron
Sent: Thursday, December 22, 2005 9:51 AM
To: Rickett, Tammy
Subject: City of Red Deer Franchise Agreement

Yesterday I met with the City on the franchise agreement. I send you the agreed to agreement later today. One question that came up is how the property tax reconciliation process works with respect to what is charged and remitted to the City and the annual percentage adjustments.

Christine Kenzie

From: Cheryl Adams
Sent: January 09, 2006 1:47 PM
To: Kelly Kloss; Don Simpson
Cc: Gary Mullin; Christine Kenzie
Subject: RE: ATCO FRANCHISE AGREEMENT - BYLAW

In reviewing the MGA, Section 45 (Granting rights to provide utility service) requires advertising before the agreement is made, amended or renewed. There is a 20 year maximum on such an agreement. The conditions of advertising would then follow Section 606.

Cheryl G. Adams
Legislative & Administrative Services
Cemetery Services
403.342.8303
cheryl.adams@reddeer.ca

-----Original Message-----
From: Kelly Kloss
Sent: December 22, 2005 11:17 AM
To: Don Simpson
Cc: Gary Mullin; Christine Kenzie; Cheryl Adams
Subject: FW: ATCO FRANCHISE AGREEMENT - BYLAW

Hi Don,
Here are some suggested changes to the bylaw.

(Cheryl, see the advertising requirements below for your future reference.)

Kelly

-----Original Message-----
From: Don Simpson
Sent: December 21, 2005 3:41 PM
To: Gary Mullin
Cc: Kelly Kloss
Subject: ATCO FRANCHISE AGREEMENT - BYLAW

HI GARY:

I figured why not strike while the iron is hot, so I have attended to a revision of the AUMA model approving bylaw for the Atco Franchise Agreement. Despite my snide remarks about the archaic language, the draft bylaw was pretty good - I have simplified it somewhat and attach a suggested revised bylaw for your consideration.

I think that Kelly should have a look at this to give us any comments he may have re form or contents, so am emailing him with a copy.

I trust this is satisfactory for now.

Merry Christmas !!

Advertising
Gary:

By way of clarification of the procedure to approve the ATCO franchise agreement, I note the following:

1. S. 45 does not require a bylaw to approve the contract, although this may be traditional. Instead, approval of the contract could be done by way of resolution.

2. The advertising rules require that notice of the proposed bylaw to approve the contract be published after 1st reading, or in the case of a resolution, before the resolution is adopted. (s. 606)

3. The MGA does not contain any prohibition against the contract containing rate escalation provisions. I see no contract law reason why the new agreement could not specify rates for 2006, 2007 and 2008. However, you may want to consult with PUB on this point, as their approval of the contract is needed.

4. If the rate is changed subsequent to 2008, I would think an amendment to the contract would be needed and the advertising and PUB approval requirements would have to be met on that amendment

Christine Kenzie

From: Kelly Kloss
Sent: December 22, 2005 11:17 AM
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Bylaw Atco Franchise.doc

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BYLAW NO. _____

~~OF THE CITY OF RED DEER, ALBERTA (the "**Municipality**")~~

Being a Bylaw of ~~the~~ The City of Red Deer, Alberta ("City") ~~Municipality~~ to authorize the ~~Municipality~~ City to enter into an agreement granting ATCO GAS AND PIPELINES LIMITED (the "**Company**"), the right to provide natural gas distribution service within the m~~M~~unicipality of Red Deer.

A. Pursuant to section 45 and other provisions of the Municipal Government Act, R.S.A. 2000, Ch. M-26, as amended (the "**Act**"), the ~~Municipality~~ City desires to grant and the Company desires to obtain, an exclusive franchise to provide natural gas distribution service within the m~~M~~unicipality of Red Deer for a period of ten years subject to the right of renewal as set forth in the said agreement and in the said Act;

B. The ~~Municipality~~ City deems that it is ~~would be~~ to the general benefit of the consumers within the Municipality to enter into a Natural Gas Distribution System Franchise Agreement in the form annexed to this Bylaw (the "**Agreement**"); and the ~~Municipality~~ City and the Company have agreed to do so.

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

1) The Natural Gas Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", is hereby ratified, confirmed and approved, and the City Clerk is hereby authorized to execute the Agreement on behalf of the ~~Municipality~~ City and to affix thereto the corporate seal of the Municipality.

2) Council consents to the exercise by the Company within the boundaries of the m~~M~~unicipality of Red Deer of any of the powers given to the Company by the **Water, Gas and Electric Companies Act**, R.S.A. 2000, Ch. W-4, as amended.

3) This Bylaw shall come into force following approval of the Natural Gas Distribution System Franchise Agreement by the Alberta Energy and Utilities Board and upon third reading.

Read a First time in open Council this ____ day of _____, 2006

_____
Mayor

_____
City Clerk

Read a Second time in open Council this ____ day of _____, 2006.

Read a Third time in open Council this ____ day of _____, 2006.

_____
Mayor (seal)

_____
City Clerk

SUMMARY OF PROCEDURES TO BE FOLLOWED BY THE MUNICIPALITY IN CONNECTION WITH THE GRANTING OF THE RENEWAL OF A NATURAL GAS FRANCHISE PURSUANT TO THE MUNICIPAL GOVERNMENT ACT 1994

Representatives of ATCO Gas and Pipelines Ltd. (ATCO) and the Municipality will meet to discuss terms of the Franchise Agreement. Once the terms of the Franchise have been discussed and agreed upon to the satisfaction of both the Municipality and ATCO, the following events will then transpire:

EVENT		RESPONSIBILITY
1.	Two (2) copies of the unsigned renewal agreement will be sent by ATCO to the Municipality.	ATCO
2.	Initial each page of the renewal agreement to indicate the Municipality has approved the content of the agreement.	MUNICIPALITY
3.	A by-law (see example included in this Section) authorizing the Mayor and Administrator of the Municipality to execute the agreement with ATCO renewing the franchise is given first reading in Municipal Council.	MUNICIPALITY
4.	Two (2) copies of the by-law are to be certified by the Mayor and Administrator as having received first reading.	MUNICIPALITY
5.	A package consisting of one (1) copy of the: (a) certified By-law, (b) initialed and unsigned Renewal Agreement, (c) Natural Gas Franchise Renewal Agreement Application (see example included in this Section) Also indicate which newspaper is the most widely distributed in the Municipality. (Please note the Municipality will be invoiced for the cost of publication by the Alberta Energy and Utilities Board.)	MUNICIPALITY

is to be sent to the:

Supervisor, Pricing & Contract Services
ATCO Gas and Pipelines Ltd.
13 Fl, 10035-105 Street
Edmonton, Alberta T5J 2V6

A copy should be kept for the Municipality files.

EVENT		RESPONSIBILITY
6.	Upon receipt of its package, ATCO will prepare the information required by the Alberta Energy and Utilities Board (AEUB) regulations to support the application for renewal. ATCO will submit the support package, certified by-law, unsigned renewal agreement and the application for renewal to the AEUB. A copy of the support information will be sent to the Municipality.	ATCO
7.	Upon receipt of the package the AEUB will publish a notice of application on behalf of the Municipality, in a newspaper circulated within the limits of the Municipality. A copy of the publication will be sent to the Municipality and ATCO.	AEUB
8.	The Municipality will provide notification to the AEUB and ATCO of any objections received with respect to the notice of application.	MUNICIPALITY
9.	ATCO will provide notification to the AEUB of any objections received with respect to the notice of application. A copy of this notification will be sent to the Municipality by ATCO.	ATCO
10.	Depending upon the responses received by the AEUB, if any, from the notice of publication, the AEUB shall issue instructions regarding attendance at a Board hearing.	AEUB
11.	The Municipality may wish to have ATCO appear on its behalf, and, if so, should so advise the AEUB and ATCO. Instructions will be received from the AEUB in this regard.	MUNICIPALITY
12.	When all of the above have been completed to the AEUB's satisfaction, the AEUB will conduct a hearing into the application.	AEUB
13.	The AEUB will render its decision on the application and, upon approval of the application, will forward a Board Order to the Municipality and ATCO.	AEUB

EVENT		RESPONSIBILITY
14.	ATCO will forward to the Municipality two (2) copies of the agreement executed by ATCO for execution by the Municipality.	ATCO
15.	The Municipality will give second and third readings to the by-law and execute the two (2) agreement copies.	MUNICIPALITY
16.	One (1) copy of the executed agreement and one (1) certified copy of the completed by-law shall be forwarded to ATCO.	MUNICIPALITY
17.	ATCO will forward an electronic copy of the certified by-law and executed Franchise Renewal Agreement to the AEUB.	ATCO

FORM OF APPLICATION

Alberta Energy and Utilities Board
10 Fl, 10055-106 Street
Edmonton, Alberta
T5J 2Y2

RE: RENEWAL OF A NATURAL GAS FRANCHISE AGREEMENT

The Council of the Municipality hereby applies to the Alberta Energy and Utilities Board for approval to renew a natural gas franchise agreement between the Municipality and ATCO Gas and Pipelines Ltd.

Enclosed herewith is a copy of by-law No. _____ read the first time on the _____ day of _____, 2006.

The Council hereby declares:

a) That the privilege or franchise granted under the natural gas franchise renewal agreement is necessary and proper for the public convenience and properly conserves the public interests.

b) That the scheme of ATCO Gas and Pipelines Ltd. for the delivery of natural gas under the provisions of the natural gas franchise renewal agreement is reasonable and sufficient having regard to the general circumstances.

c) That with respect to the delivery of natural gas to the Municipality the natural gas utility has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require.

d) That having regard to the deliverability of natural gas in the area in which the Municipality is situated and to any other circumstances, the granting of the franchise or privilege in the natural gas franchise renewal agreement is to the general benefit of the area directly or indirectly affected thereby.

e) That the natural gas supplier has fully discussed all proposed changes to the natural gas franchise agreement with the Council and the Council understands the reasons for this renewal and is in agreement with them.

f) That the rights conferred by the Municipality in the Agreement are not exclusive as against Her Majesty the Queen in the Right of the Province of Alberta.

Additionally, the Municipality hereby consents to the matter being determined without a hearing if no objections are filed with the Albert Energy and Utilities Board following published notice of the pending renewal agreement.

For the purposes of advertising notice, _____ is the newspaper with the largest circulation within the Municipality.

DATED THIS ____ DAY OF _____ A.D., 2006

SIGNED: _____

(MAYOR)

_____

(ADMINISTRATOR)

Christine Kenzie FILE

From: Kelly Kloss
Sent: January 27, 2006 8:44 AM
To: Christine Kenzie
Subject: FW: Application #1442196 has been successfully registered.

Please file with agenda that ATTCO agreement was done.

-----Original Message-----
From: Utilities Applications [mailto:Utilities.Applications@gov.ab.ca]
Sent: January 23, 2006 2:10 PM
To: Kelly Kloss; Al Roth; Ligong Gan; iap.administrator@gov.ab.ca
Subject: Application #1442196 has been successfully registered.

Application Number 1442196 has been registered by the EUB:

Location	
Application	Category and Type
	Other Util MGA Franchise
Application Description	Franchise Renewal Agreement between the City of Red Deer and ATCO Gas and Pipelines Ltd.
Submission ID	78490
Registration Date	23-Jan-2006

Your application is now available for public viewing through IAR QUERY (https://www3.eub.gov.ab.ca/eub/dds/iar_query/ViewApplication.aspx?appnumber=1442196).

This communication is intended for the use of the recipient to which it is addressed, and may contain confidential, personal and or privileged information. Please contact us immediately if you are not the intended recipient of this communication, and do not copy, distribute, or take action relying on it. Any communication received in error, or subsequent reply, should be deleted or destroyed.

Do not reply to this email. It is sent from an automated account and correspondence directed to it are neither checked nor responded to.
This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

[This message has been scanned for security content threats, including computer viruses.]

EUB

Integrated Application Registry

Application Query

Printer Friendly Version			
EUB Group:	**Utilities**	**Status:**	**Active**
Application Number:	**1442196**	**Primary Applicant:**	**The City Of Red**
	Back		View

Applicant Contact:	**Name:**	**Mr. Kelly Kloss**
	Phone:	**(403) 342-8132**
	Email:	**kelly.kloss@reddeer.ca**
EUB Contact:	**Name:**	**Amanda Brinker**
	Phone:	**(780) 422-5211**
	Email:	**Amanda.Brinker@gov.ab.ca**

Description: **Franchise Renewal Agreement between the City of Red Deer and ATCO Gas and**

Location Description:

Application Types

Application Types	Application Category	Location	Approval Number	Issued	Approval Type	Ele
Franchise Routine	Other Util MGA					

Status History

Status	Start Date	Deadline Date	End Date
Under_Review	25-Jan-2006		
Registered	23-Jan-2006		23-Jan-2006

Related Application(s)

Select Application?	ApplicationNumber
View	1442201

Alternate Application Reference

Application Number	Number Type
Red Deer Franchise Renewal	Applicant_Number

Other Applicants

Applicant Name	ContactName	Applicant Role	Phone	Email
Atco Gas North	Mary Magee-Perry	Co-Applicant	(780) 420-7064	mary.magee-perry@atcogas

Application Documents

Only those application documents submitted through EAS are available for viewing.
Documents are available until 30 days after the Disposition Issued date.

View Attachments View Disposition Documents

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About the EUB | New
EUB Site Map

If you have any questions or comments please contact the EUB Help Desk.
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THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Byron Jeffers, Director of Development Services**
G. Mullin, City Treasurer

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **ATCO Gas Franchise Agreement**
Bylaw 3356/2006

Reference Report:
Director of Development Services & City Treasurer, dated January 10, 2006

Resolutions:

"*Resolved* that Council of the City of Red Deer having considered the report from the Director of Development Services and City Treasurer, dated January 10, 2006, re: ATCO Gas Franchise Agreement and Bylaw 3356/2006, hereby declares:

a) That the privilege or franchise granted under the natural gas franchise renewal agreement is necessary and proper for the public convenience and properly conserves the public interests.

b) That the scheme of ATCO Gas and Pipelines Ltd. for the delivery of natural gas under the provisions of the natural gas franchise renewal agreement is reasonable and sufficient having regard to the general circumstances.

c) That with respect to the delivery of natural gas to the City of Red Deer, the natural gas utility has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require.

d) That having regard to the deliverability of natural gas in the area in which the City of Red Deer is situated and to any other circumstances, the granting of the franchise or privilege in the natural gas franchise renewal agreement is to the general benefit of the area directly or indirectly affected thereby.

e) That the natural gas supplier has fully discussed all proposed changes to the natural gas franchise agreement with Red Deer City Council (the Council) and the Council understands the reasons for this renewal and is in agreement with them.

. . .2/

f) That the rights conferred by the City of Red Deer in the Agreement are not exclusive as against Her Majesty the Queen in the Right of the Province of Alberta.

g) The City of Red Deer hereby consents to the matter being determined without a hearing if no objections are filed with the Alberta Energy and Utilities Board following published notice of the pending renewal agreement."

Bylaw Readings:
Bylaw 3356/2006 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes

Comments/Further Action:
This office will follow the "Summary of Procedures to be Followed" in forwarding the renewal agreement and bylaw to ATCO, and once all the steps have been followed, including advertising, Bylaw 3356/2006 will be brought back to Council for second and third readings.

Kelly Kloss
Manager

/chk
attchs.

c City Manager

BYLAW NO. 3356/2006

Being a bylaw to authorize The City of Red Deer to execute an agreement with ATCO Gas and Pipelines Ltd., (the Company) to renew an agreement with, and to confer a franchise on the Company to deliver natural gas to customers within the City of Red Deer.

WHEREAS, the Company has requested a franchise be granted to provide natural gas services to customers within the City of Red Deer;

AND WHEREAS, it is deemed that such an agreement would be of benefit to customers within the City of Red Deer;

THEREFORE under the authority of the Municipal Government Act, S.A. 1994, Chapter M-26.1, Part 3, Division 3, Section 45 – 47 be it enacted that the City Clerk be authorized to sign the agreement which is attached to and forming part of this Bylaw and marked as Schedule "A" between The City of Red Deer and the Company to renew an agreement with and to confer a franchise on the Company to deliver natural gas services within the City of Red Deer;

This bylaw shall come into force upon the agreement being approved by the Alberta Energy and Utilities Board for the Province of Alberta, and upon being given third reading and finally passed.

READ A FIRST TIME IN OPEN COUNCIL this 16th day of January 2006.

Certified to be a copy of the bylaw given first reading on January 16, 2006.

MAYOR CITY CLERK

READ A SECOND TIME IN OPEN COUNCIL this day of 2006.

READ A THIRD TIME IN OPEN COUNCIL this day of 2006.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2006.

MAYOR CITY CLERK

The City of Red Deer
Bylaw No. 3356/2006
Schedule "A"

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

CITY OF RED DEER

TABLE OF CONTENTS

1) DEFINITIONS ..... Page 2
2) TERM ..... Page 3
3) GRANT OF FRANCHISE ..... Page 4
4) FRANCHISE FEE ..... Page 5
5) CORE SERVICES ..... Page 6
6) PROVISION OF EXTRA SERVICES ..... Page 7
7) MUNICIPAL TAXES ..... Page 7
8) RIGHT TO TERMINATE ON DEFAULT ..... Page 7
9) SALE OF GAS DISTRIBUTION SYSTEM ..... Page 7
10) PROVISION OF DETAILED PLANS AND EQUIPMENT ..... Page 8
11) RIGHT OF FIRST REFUSAL TO PURCHASE ..... Page 9
12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM ..... Page 10
13) RESPONSIBILITIES FOR COST OF RELOCATION ..... Page 14
14) GAS DISTRIBUTION SYSTEM EXPANSION ..... Page 16
15) INCREASE IN MUNICIPAL BOUNDARIES ..... Page 16
16) JOINT USE OF GAS DISTRIBUTION SYSTEM ..... Page 17
17) RECIPROCAL INDEMNIFICATION AND LIABILITY ..... Page 19
18) ASSIGNMENT ..... Page 19
19) NOTICES ..... Page 21
20) INTERRUPTIONS OR DISCONTINUANCE OF GAS SERVICE ..... Page 21
21) DISPUTE SETTLEMENT ..... Page 22
22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT ..... Page 23
23) FORCE MAJEURE ..... Page 23
24) TERMS AND CONDITIONS ..... Page 23
25) NOT EXCLUSIVE AGAINST HER MAJESTY ..... Page 23
26) SEVERABILITY ..... Page 23

Schedule "A"
Schedule "B"

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2006.

BETWEEN:

CITY OF RED DEER, a Municipal Corporation in the Province of Alberta (the "**City**")

OF THE FIRST PART

- and -

ATCO GAS AND PIPELINES LTD., a corporation having its head office at the City of Edmonton, in the Province of Alberta (the "**Company**")

OF THE SECOND PART

WHEREAS by Agreement dated September 24, 1945, made between the Company and the City a franchise was granted to the Company to supply natural gas to the City and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement dated November 17, 1967, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated May 30, 1978, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated May 10, 1982, the Agreement was amended;

WHEREAS by Renewal Agreement dated September 6, 1989, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated September 1, 1992, the Agreement was amended;

WHEREAS by Amending Agreement dated May 8, 1995, the Agreement was amended;

WHEREAS by Agreement dated December 15, 1999 the City consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS the City desires to grant and the Company desires to obtain an exclusive franchise to provide gas distribution services within the Municipal Area on the terms and conditions herein contained;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1) DEFINITIONS

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

a) **"Act"** means the *Gas Utilities Act* (Alberta) as amended;

b) **"Alignment(s)"** means a location specified by the City within the Service Corridor(s);

c) **"Board"** means the Alberta Energy and Utilities Board as established under the *Alberta Energy and Utilities Board Act* (Alberta), as amended;

d) **"Construct"** means and includes establish, construct, reconstruct, upgrade or extend any part of the existing Gas Distribution System or proposed Gas Distribution System;

e) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the City, with premises or facilities within the Municipal Area that is provided with Gas Distribution Service by the Company;

f) **"Core Services"** means all those services set forth in Schedule "A";

g) "**Delivery Tariff**" means the tariff prepared by the Company as revised or amended from time to time and approved by the Board on an interim or final basis, as the case may be, approving and authorizing the rates charged by the Company to provide the service of the delivery of natural gas to the Consumer;

h) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the City on behalf of its citizens and provided by the Company in accordance with Article 6;

i) "**Gas Distribution Service**" means the delivery of natural gas in accordance with the Company's Delivery Tariff;

j) **"Gas Distribution System"** means any facilities owned by the Company to provide Gas Distribution Service within the Municipal Area, and without limiting the generality of the foregoing, shall include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering natural gas to the Consumer within the Municipal Area and includes any natural gas transmission lines owned by the Company within the Municipal Area;

k) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Gas Distribution System;

l) **"Municipal Area"** means the area within the municipal boundaries of the City, as at the date of this Agreement, and as it may be otherwise increased herein;

m) **"Municipal Property"** means all property, infrastructure, including lands and buildings, owned, controlled or managed by the City within the Municipal Area;

n) **Operate"** means to operate, interrupt or restore any part of the Gas Distribution System in a safe and reliable manner;

o) **"Service Corridor"** means the surface of, as well as spaces above and below highways, streets, lanes, bridges, road allowances, public utility lots, utility rights of way (easements), public lands or public water under the control and management of the City;

p) **"Term"** means the term of this Agreement set out in Article 2;

q) "**Terms and Conditions**" means the terms and conditions contained within the Delivery Tariff;

r) "**Work**" means any work to Construct or Maintain the Gas Distribution System.

2) **TERM**

a) This Agreement shall be for a term of 10 years, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw ____, whichever day comes later.

b) It is agreed that this Agreement supercedes and replaces any prior gas franchise agreements between the City and the Company.

c) Unless otherwise agreed in writing between the parties, during the first year following the expiration of the Term, all the rights and obligations of the parties under this Agreement shall continue to be in effect.

d) Provided the Company gives written notice to the City not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the City has not provided notice to the Company to exercise its rights to purchase the Gas Distribution System, either party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Board.

e) Commencing one year following the expiration of the Term, unless either party has invoked the right to arbitration referred to in sub-paragraph (d) above, or the City has given notice to purchase the Gas Distribution System, this Agreement shall continue in effect but shall be amended to provide the following:

(i) Fifty (50%) percent of the franchise fee otherwise payable under this Agreement to the City shall be held back and in trust in an interest bearing trust account by the Company, for the sole benefit of the City. The trust money along with all accumulated interest shall be paid to the City immediately upon execution of another Gas Franchise Agreement with the Company, or if the City purchases the Gas Distribution System, or if the Company transfers or sells the Gas Distribution System, or upon further Order of the Board.

3) **GRANT OF FRANCHISE**

a) Subject to the terms and conditions hereof, the City hereby grants to the Company the exclusive right within the Municipal Area to Construct, Operate, and Maintain the Gas Distribution System together with the exclusive right to use portions of roads, rights-of-way, and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain the Gas Distribution System.

Subject to the terms hereof, the City agrees that it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain a gas distribution system, for the purpose of delivering natural gas in the Municipal Area for Consumers, so long as the Company delivers to the City and the Consumers their requirements of natural gas.

b) The Company agrees to:

i) bear the full responsibility of an owner of a natural gas distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Delivery Tariff, insofar as applicable;

ii) Construct, Operate and Maintain the Gas Distribution System;

iii) use designated portions of Service Corridors owned, controlled or managed by the City necessary to Construct, Operate and Maintain the Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and

iv) use the City's Service Corridors granted hereunder solely for the purpose of providing Gas Distribution Service and any other service contemplated by this Agreement.

4) FRANCHISE FEE

a) Calculation of Franchise Fee

In consideration of the exclusive grant of franchise, the ability to use Municipal rights-of-way, and the mutual covenants herein, the Company agrees to pay to the City a franchise fee. The parties agree that s. 360(4) of the *Municipal Government Act* RSA 2000 c. M-26, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas and revenues from gas related riders, for clarity Method A in the company's Rate Rider A as approved by the Board from time to time) in that year for Gas Distribution Service within the Municipal Area.
The franchise fee percentage shall be as follows:

i) 22% for 2006, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw, whichever day comes later:

ii) 25% for 2007; and

iii) 29% for 2008.

By no later than September 1 of each year, the Company shall: (i) advise the City in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and (ii) with the City's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Area for the next calendar year.

By no later than November 15 of each year, the City shall advise the Company in writing of the franchise fee percentage to be charged for the following year. Failing which notification, the franchise fee percentage shall remain unchanged.

b) **Franchise Fee Cap**

The franchise fee percentage shall not at any time exceed thirty five (35%) percent, unless there has been prior Board approval.

c) **Notice to Change Franchise Fee**

Prior to implementing any change to the franchise fee, the City shall notify its intent to change the level of the franchise fee and the resulting effect that such change will have on an average residential customer's annual gas bill through publication of a notice once in the newspaper that has the widest circulation in the Municipal Area at least 45 days prior to implementing the revised franchise fee. A copy of the notice shall be filed with the Board.

d) **Payment of Franchise Fee**

Immediately upon the City passing third reading of the applicable by-law approving this Agreement, the Company shall pay the franchise fee amount, billed to each Consumer, to the City on a monthly basis within forty-five (45) days after billing for each Consumer.

e) **Reporting Considerations**

The Company shall provide to the City along with payment of the franchise fee amount, the information containing total Delivery Tariff billed, the franchise fee percentage applied, the derived franchise fee amount, used by the Company to verify the payment of the franchise fee amount.

5) CORE SERVICES

The Company agrees to provide those Core Services to the City as set forth in Schedule "A" and further agrees to the process contained in Schedule "A".

6) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached, the Company agrees to provide to the City those Extra Services, if any, as set forth in Schedule "B", as requested by the City from time to time. The Company is entitled to receive from the City a reasonable amount for full compensation for the provision of those Extra Services in accordance with Schedule "B".

Any breach by the Company for failing to provide any Extra Services contained in this Agreement shall not constitute a breach of a material provision of this Agreement for the purposes of Article 8.

7) MUNICIPAL TAXES

Amounts payable to the City pursuant to the terms and conditions hereof shall be (without duplication) in addition to the municipal taxes and other levies or charges made by the City against the Company, its land and buildings, linear property, machinery and equipment.

8) RIGHT TO TERMINATE ON DEFAULT

In the event either party breaches any material provision of this Agreement, the other party may, at its option, provide written notice to the party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the party in breach using best efforts on a commercially reasonable basis to remedy the breach, the party not in breach may give six (6) months notice in writing of the termination of this Agreement to the other party, and unless such breach is remedied to the satisfaction of the party not in breach acting reasonably this Agreement shall terminate subject to prior Board approval.

9) SALE OF GAS DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the City may, subject to the approval of the Board, (i) exercise its right to require the Company to sell to it the Gas Distribution System pursuant to the provisions of the Municipal Government Act (Alberta), as may be amended, where applicable, or (ii) if such right to require the Company to sell the Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters shall be referred to the Board for determination.

10) PROVISION OF DETAILED PLANS AND EQUIPMENT

a) Detailed Plans

The Company agrees to provide to the City for the City's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and Alignments of the Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in the Company's electronic form, together with as many prints of the overall Gas Distribution System as the City may reasonably require. These plans and plan sheets shall be updated by the Company on at least an annual basis.

The City shall upon reasonable request, provide to the Company any subdivision development plans of the City in hard copy and in the City's electronic form where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering natural gas to the Consumer.

b) Provision of Equipment

The Company agrees to provide the City's fire department with the equipment necessary for the operation of curb boxes and service valves so that in case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The City will notify one of the Company's representatives of fires which may affect the Gas Distribution System and /or the operations as quickly as reasonably possible, or, in the event that they cannot reach a Company representative, the City will advise the Company's standby personnel of such fires. The Company shall ensure that its representatives reasonably cooperate with the City in preventing, controlling and investigating fires involving or affecting the Gas Distribution System.

11) **RIGHT OF FIRST REFUSAL TO PURCHASE**

a) If during the Term of this Agreement, the Company receives a *bona fide* offer to operate, take control of the entire Gas Distribution System or purchase the Gas Distribution System within the Municipal Area, which the Company is willing to accept, then the Company shall promptly give written notice to the City of the terms and conditions of such offer and the City shall during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase that part of the Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer. Notwithstanding the foregoing, in the event that the City fails or refuses to exercise its right of first refusal, the City shall retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 18 below. For the purposes of this paragraph 11, "operate, take control" shall not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

b) If the City does not exercise its right of first refusal and the said *bona fide* offer that the Company is willing to accept does not proceed to closure, the City retains its right of first refusal on any other offer.

c) This right of first refusal only applies where the offer pertains to the entire Gas Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

d) Where the City exercises its rights to purchase the Gas Distribution System from the Company and thereby acquires the Gas Distribution System, the City agrees that should it no longer wish to own the Gas Distribution System within five (5) years after it acquires the said system and the City receives any *bona fide* offer from an arms length third party to purchase the Gas Distribution System, which it is willing to accept, then it shall promptly give notice to the Company of the terms and conditions of such offer. The Company shall during the next one hundred and twenty (120) days have the first right of refusal to purchase the Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer, providing the offer is equal to or greater than the terms of the original purchase by the City from the Company (taking into account the depreciation of the Gas Distribution System at the time of the offer).

e) The City's right of first refusal shall not apply where the Company has agreed to transfer the entire Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:

(i) the third party utility can demonstrate to the satisfaction of the City that it meets the necessary technical and financial requirements to own and operate the Gas Distribution System;

(ii) the only consideration that shall be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Gas Distribution System;

(iii) there is no adverse impact to the City resulting from the transfer and exchange above referenced as determined by the Board;

(iv) the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the exchange; and

(v) full compensation is paid to the City for all costs including administrative and legal costs incurred by the City in ensuring all of the conditions (i) through (iv) above are satisfied.

12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM

a) Legislation, Rules and Regulations

The Company shall ensure that all Work is performed within Service Corridors pursuant to this Agreement shall be in accordance with the requirements of all applicable legislation, rules, regulations and City construction standards, as amended from time to time.

The Company agrees that it shall, at its sole cost and expense, maintain a membership in good standing for the duration of this Agreement with the Alberta One-Call Corporation, or other successor utility location service.

b) **Municipal Approval**

Before undertaking any Work, or in any case in which the City specifically requests the same, the Company will submit to and obtain the approval from the City, or its authorized officers, of the plans, and the specifications when available for the proposed Work and its location. Approval by the City granted in accordance with this paragraph shall be limited to an approval of the location and Alignment of the Work only, and shall not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Where the Company plans to undertake Work in existing Service Corridors, the Company will consult with the City to determine suitable Alignments to locate the Gas Distribution System prior to submitting plans and specifications for the proposed Work for approval by the City.

The Company shall obtain prior written approval from the City of any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

Where any approvals are required to be obtained from either party under this Article, such approvals shall not be unreasonably withheld.

c) **Permits**

Prior to commencing any Work, the Company shall obtain such applicable permits as are required by the City.

d) **Restoration of Municipal Property**

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property within the Service Corridor the Company shall complete the said Work promptly and in a good and workmanlike manner, and, where applicable, in accordance with the approved plans and specifications. Further, the Company shall forthwith restore the Service Corridor, in accordance with the City's construction specifications, to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

The Company shall, where reasonably practicable, locate its pipelines and related equipment in front lot easements, lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants that it will not unduly interfere with the works of others or the works of the City. Where reasonable and in the best interests of both the City and the Consumer, the Company will cooperate with the City and coordinate the installation of the Gas Distribution System along the designated rights-of-way pursuant to the direction of the City. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipal Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost.

Upon default by the Company or its agent to repair damage caused to Municipal Property, the City may provide written notice to the Company to remedy the default. If the default is not remedied with two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using the best efforts on a commercially reasonable basis to remedy the default, the City may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

e) **Urgent Repairs and Notification**

If any repairs or maintenance required to be made to the Gas Distribution System are of an urgent nature where the operation or reliability of the Gas Distribution System is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the City, on the understanding and agreement that the Company will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the City as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

If any repairs or maintenance required to be made to the Municipal Property are of an urgent nature where the operation or reliability of the Municipal Property is materially compromised or potentially materially compromised, the City shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Company on the understanding and agreement that the City will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the Company as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

f) **Company to Obtain Approvals from Other Utilities**

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Company shall notify all other utility operators and ensure that utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction and obtain any crossing agreements that may be required. Unless the City has staked the location for the utility property, staking shall not be deemed to be a representation or warranty by the City that the utility or utility property are located as staked. The City shall not be responsible for any damage caused by the Company to any utility or any third party as a result of the Company's Work, unless the City has improperly staked the utility property. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

g) **Removal of Liens**

The Company shall immediately notify the City of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and shall cause the same to be removed within 30 days (or such additional time as the City may allow in writing), failing which the City may take such action as it reasonably deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by the Company to the City.

h) **Scheduling and Work Stoppage**

Notwithstanding any other provision in this Agreement, the City reserves the right to set, adjust or change the approved schedule of Work by the Company within the Service Corridors, excluding Work in utility rights of way (easements), at the City's sole discretion, acting reasonably, for the purpose of coordinating or managing any events or activities. The City shall use its best efforts to provide the Company 48 hours advance notice of any change to the approved schedule of Work.

If the City requires that any Work be stopped due to any emergency, the Company shall cease such Work immediately upon notice to the Company.

13) RESPONSIBILITIES FOR COST OF RELOCATION

Upon receipt of one (1) years notice from the City, the Company shall, at its own expense, relocate to Municipal Property such part of the Gas Distribution System that is located on Municipal Property as may be reasonably required by the City due to planned Municipal construction.

In order to encourage the orderly development of Municipal facilities and the Gas Distribution System, the City and the Company agree that they will meet regularly to: a) review the long-term facility plans of the City and the Company; and b) determine the time requirements and costs for final design specifications for each relocation. Providing the City is not the developer requesting the relocation for commercial or residential resale to third parties, the Company shall bear the expenses of the required relocation.

Notwithstanding the foregoing, the Company shall not be required to move any part of the Gas Distribution System after receipt of notice from the City in accordance with this Article where:

a) the Company has illustrated to the satisfaction of the City, acting reasonably, that an appropriate Alternative Course of Action is available;

b) the City has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the City); and

c) the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure that the City will be left with sufficient time to complete the said planned Municipal construction within the Intended Time Frame (taking into account any delays which the City may encounter as a result of the Company utilizing the Alternative Course of Action).

For the purposes of this Article 13, the term "Alternative Course of Action" shall mean any course of action that will enable the City to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the City may incur and which the Company will be required to pay in accordance with this Article 13) and "Intended Time Frame" shall mean the period of time within which the City would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Gas Distribution System in accordance with this Article 13.

If the City agrees to permit the Company to utilize an Alternative Course of Action, the Company shall pay any and all costs incurred in carrying out the Alternative Course of Action and shall pay on demand to the City (on a full indemnity basis) any and all costs incurred by the City:

(i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the City;

(ii) in modifying any plans the City may have prepared in respect of the said Municipal construction (which are referred to herein as "Modified Plans") or in preparing or developing plans and procedures (which are referred to herein as "Work Around Procedures") to work around the Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and

(iii) in the course of conducting the said planned Municipal construction where such costs would not have been incurred by the City if the Company had relocated the Gas Distribution System in accordance with this Article 13 (including any additional cost the City may incur in completing the said Municipal Construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

The following example illustrates the intended application of the foregoing provisions:

Where : (A) The City requires the Company to move a gas line so that the City can replace its own sewer lines. The cost of moving the gas line is $10,000. The cost of carrying out the replacement of the sewer line after moving the gas line is $40,000;

(B) The Company proposes to simply brace the gas line (at a cost of $2,000) and the City, acting reasonably, approves of this as an Alternative Course of Action;

(C) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the City in replacing the sewer line is $45,000 (being a net increase in cost of $5,000);

The Company is required to pay the $2,000 cost of the bracing together and the additional cost of $5,000 incurred by the City (resulting in a net savings of $3,000 to the Company).

In cases of emergency, the Company shall take all measures that are commercially reasonable and necessary to ensure public safety with respect to relocating any part of the Gas Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this clause without valid justification and in a timely and expeditious manner to the satisfaction of the City's representative, acting reasonably, the City may, but is not obligated to, complete such relocation or repair and the Company shall pay the reasonable costs of such relocation or repair forthwith to the City.

If the City chooses to complete such relocation or repair the City will ensure that such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The City is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the City liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the City, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or wilful misconduct of the City, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the City will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the City, the City shall not be responsible for any of the costs of such relocation.

14) GAS DISTRIBUTION SYSTEM EXPANSION

Subject to the Terms and Conditions, and at no cost to the City unless otherwise provided for under the Terms and Conditions, the Company shall, on a timely basis use its best efforts on a commercially reasonable basis to meet the Gas Distribution System expansion requests of the City or a Consumer, and provide the requisite facilities for connections for new Consumers to the Gas Distribution System.

15) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Area is increased through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta) by the greater of 640 acres and twenty five (25%) percent of the current area or more, the City shall have the right to:

(a) terminate this Agreement provided the City gives notice in writing to the Company of its intention to do so; or

(b) add the increased area to the Municipal Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

For all other increases to the Municipal Area through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta), the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

16) JOINT USE OF GAS DISTRIBUTION SYSTEM

a) Municipal Use

The City shall upon notice to the Company have, for any reasonable municipal purpose, the right to make use of the Gas Distribution System (excluding the transportation of gas) and any rights-of-way granted to the Company, provided such use complies with good and safe natural gas operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the City. The City is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using Gas Distribution System.

b) Third Party Use and Notice

The Company agrees that should any third party including other utilities desire to jointly use the Gas Distribution System or trenches or any parts of the Gas Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Gas Distribution System:

i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Gas Distribution System it seeks to use;

ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the City to obtain its written approval to jointly use that part of the Gas Distribution System on any Municipal Property or right-of-way. As a condition of granting its consent, the City may require that such third party enter into an agreement with the City, and such agreement may require that such third party pay compensation to the City;

iii) third, upon receiving written conditional approval from the City, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Gas Distribution System. Once a joint use agreement has been entered into between the Company and the third party, it shall not be subsequently amended without the consent of the City (which consent will not be unreasonably withheld).

c) **Cooperation**

The Company and City agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the Gas Distribution System located on Municipal Property.

d) **Payment**

The compensation paid or to be paid by such third party to the City for the use of the Municipal Property including its rights-of-way, shall be determined between the City and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use any portion of the Gas Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the City's right to intervene in any related regulatory proceeding.

e) **Provision of Agreements**

The Company shall provide to the City within 6 months of executing this Agreement a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Gas Distribution System.

Upon reasonable request by the City, copies of these agreements shall be updated by the Company and provided to the City at no cost to the City.

17) RECIPROCAL INDEMNIFICATION AND LIABILITY

a) Company shall indemnify and save the City, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the City, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

(i) any breach by the Company of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Area.

b) The City shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:

(i) any breach by the City of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the City, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the City.

c) Notwithstanding anything to the contrary herein contained, in no event shall the City or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

18) ASSIGNMENT

In the event that the Company agrees to sell the Gas Distribution System to a third party purchaser, the Company shall comply with Article 11 above. In addition, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the City. The Company agrees that it will provide to the City a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the City with reasonable prior written notice of a sale of the Gas Distribution System to a third party purchaser. The parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the City for all costs including administrative and legal costs relating to providing its consent to the Assignment. ("Municipal Compensation")

The City has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees that the City may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the City, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the City's concern. Should the City not reply within the thirty (30) days, it is agreed that the City will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Board for approval of the sale, it will include in the application any notice received from the City, including the reasons given by the City for withholding its consent. The City shall have the right to make its own submissions to the Board.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Gas Distribution System without the consent of the City, subject to paying the Municipal Compensation for the assignment, and having obtained the Board's approval for the sale of the Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Board approves such sale of the Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Board approval, the Company shall be released from all its liabilities and obligations thereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the City's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the City indicating that it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this Article shall be submitted to the Board for determination.

19) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the City or to the Company as the case may be, at the addresses set forth below:

ATCO Gas and Pipelines Ltd.
7590 Edgar Industrial Drive
Red Deer, Alberta T4P 3R2
Attention: Manager Red Deer District Operations
Fax: (403) 346-8130

The City of Red Deer
Engineering Services Department
P.O. Box 5008
4914 – 48 Avenue
Red Deer, Alberta T4N 3T4
Attention: Engineering Serves Manager
Fax: (403) 342-8211

The date of receipt of any such notice as given above, shall be deemed to be as follows:

(i) In the case of personal service, the date of service;

(ii) In the case of registered mail, the seventh (7^{th}) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7^{th}) day following the date on which normal service is restored;

(iii) In the case of a fax, the date the fax was actually received by the recipient.

20) INTERRUPTIONS OR DISCONTINUANCE OF DELIVERY SERVICE

Subject to its Delivery Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Gas Distribution Service to any Consumer. However, the Company reserves the right to do so for any one of the following reasons:

(i) Where the Company is required to effect necessary repairs or changes to the Gas Distribution System;

(ii) On account of or to prevent fraud or abuse of the Gas Distribution System;

(iii) On account of defective aspects of the Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;

(iv) Where required, under the Terms and Conditions, due to a Consumer's non-payment of gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Gas Distribution Service, it shall notify the City in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Gas Distribution Service, the Company shall provide verbal notice to the City as soon as is practicable in the circumstances.

21) DISPUTE SETTLEMENT

To the extent permitted by law, the Company and City agree that unresolved disputes pertaining to this Agreement, other than those related to the sale of the Gas Distribution System as contemplated in Articles 9, 11(a) and 18 hereof, that pursuant to the terms of this Agreement, are to be submitted to the Board for determination, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either party providing written notice to the other party stating the dispute to be submitted to arbitration. The parties shall attempt to appoint a mutually satisfactory arbitrator within 10 business days of the said notice. In the event the parties cannot agree on a single arbitrator within the 10 business days, each party shall appoint an arbitrator within the 10 business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within 25 business days of written notice for arbitration. If either party fails to appoint an arbitrator within the time set forth above, the arbitrator appointed by the other party shall proceed with the arbitration and the award of such arbitrator shall be final and binding. In the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator within the 25 business day period from the date of delivery of the written notice for arbitration, either party may apply, on ten (10) days written notice to the other, to a Judge of the Court of Queen's Bench of Alberta for the appointment of the third arbitrator. The dispute shall be heard by the arbitrator(s) within 45 business days of the written notice for arbitration unless extended by mutual agreement between the parties. The arbitrator(s) shall render a decision within 20 business days of the last day of the arbitration hearing. Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Board's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the City and the Company shall continue to perform their respective obligations hereunder. The decision of the majority of the arbitrators shall be final and binding.

The Company shall advise the Board of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Board of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the City to the exercise by the Company of those powers which may be exercised by the Company with the consent of the City under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

23) FORCE MAJEURE

If either party shall fail to meet its obligations hereunder within the time prescribed, and such failure shall be caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such party hereunder, but such party shall use its best efforts to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding municipal governments), civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such party, and all of which by the exercise of due diligence of such party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

24) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Board, as revised or amended from time to time by the Board, shall apply to the City.

25) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

26) SEVERABILITY

To the extent permitted by law, any provision of this Agreement which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining portions hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

CITY OF RED DEER

PER: _____

PER: _____

ATCO GAS AND PIPELINES LTD.

PER: _____

PER: _____

SCHEDULE "A"
Core Services

The Company shall provide to the City the following basic services as Core Services:

1) The Company shall deliver natural gas to the Consumers within the Municipal Area in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the Act, any regulations thereto, and any Board Orders.

2) The Company shall install all natural gas facilities required to provide service to the Consumers within the Municipal Area and in accordance with the Terms and Conditions.

3) As required by legislation, the Company shall provide and install all necessary regulators and meters necessary for measuring the natural gas supplied to each Consumer. The point of delivery shall be upon the Consumer's premise, currently at the outlet side of the meter.

4) The Company agrees to collaborate with the City's Fire Department in an effort to mutually develop emergency response procedures relating to natural gas emergencies.

5) The Company shall do all things to Operate and Maintain the Gas Distribution System, including in accordance with all applicable regulations, codes, applicable standards and common industry practices.

6) The Company shall provide twenty-four hour a day "Trouble Service" to investigate any natural gas odor and make safe any suspected gas leak inside or outside the Consumer's premise.

7) The Company will utilize the services of professional engineers who are responsible for designing all natural gas facilities to satisfy all applicable regulatory codes and standards; preparing of necessary work order plans and monitoring the distribution network pressures to ensure that the Company's facilities will satisfy the Consumer's current and future natural gas delivery requirements.

8) The Company shall provide to the City, on request, copies of any and all Gas Distribution Service related written information or reports required to be filed with the Board, with the exception of responses to questions from interveners or the Board related to rate hearings.

9) The Company shall provide to the City, upon request, an annual report on the following standards specific to the City:

i) **System Reliability** - that will be measured by:

- The number of major interruptions to Gas Distribution Service resulting in a loss of service to Consumers;
- The number of Consumers affected by each outage; and
- The average duration of each outage.

ii) **Customer Satisfaction with local Gas Distribution Service** - that will be measured by the number and nature of unresolved local non-rates related customer complaints received by the Company.

- including the Company-wide Call Centre targets and statistics (wait times, abandoned calls, call volumes, etc); and any
- customer complaints received by the Board.

iii) **Public Safety:** that will be measured by:

- the number of customer injuries and/or damages due to Gas Distribution System failure;
- the number of line hits per total locates completed;
- the number of line hits as a result of inaccurate locates;
- the percentage of the area of the City surveyed for leaks and yearly cathodic protection measures;
- the number and nature of calls received from the City and any of its Municipal agencies (including fire department, police department etc.) regarding the Gas Distribution System.

10) The Company shall meet at least annually with the City ensuring that through a mutual exchange of information the City is kept apprised of the Company's construction and upgrading programs planned for the City. The City will advise the Company of any issues relating to the Gas Distribution System that have been addressed by Municipal council.

SCHEDULE "B"
Extra Services

1) After the City requests Extra Services, the Company will provide its applicable operations and maintenance standards for Gas Distribution System field services.

2) If the Company and the City agree that the Company will provide Extra Services requested by the City, the parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.

3) Extra Services shall mean:

[Not Applicable]

4) In consideration for the provision of the Extra Services, the City shall pay to the Company the sum of nil Dollars ($00.00) which if forming part of this Agreement shall be collected as part of the Franchise Fee.

5) Within sixty (60) days of the end of each calendar year, the Company shall provide a written report to the City, outlining the actual performance of the Extra Services provided and the related costs for each service for the City to assess if the performance standards for the Extra Services have been met.

6) In the event the Company breaches any material provision of the Extra Services contract, the City may, at its option, provide written notice to the Company to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Company using its best efforts on a commercially reasonable basis to remedy the breach, the City may give six (6) months notice in writing of the termination of the Extra Services contract to the Company, and unless such breach is remedied to the satisfaction of the City acting reasonably, the Extra Services contract shall terminate.

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Supervisor, Pricing & Contract Services
ATCO Gas and Pipelines Ltd.
13th Floor, 10035 – 105 Street
Edmonton, AB T5J 2V6

Dear Sir/Madam:

Re: Application for Renewal of a Natural Gas Franchise Agreement

The following documents are enclosed forming The City of Red Deer's application for renewal of a Natural Gas Franchise Agreement with ATCO Gas and Pipelines Ltd.

- One certified copy of Bylaw 3356/2006, given first reading, to authorize The City of Red Deer to enter into an agreement with ATCO Gas and Pipelines Ltd.
- One initialed and unsigned copy of the Renewal Agreement
- One copy of the Natural Gas Franchise Renewal Agreement Application

Please prepare the information required by the Alberta Energy and Utilities Board (AEUB) regulations to support this application for renewal. A copy the support documents enclosed should also be forwarded to the AEUB.

Thank you for assistance with this application. I would appreciate receiving a copy of the information forwarded to the AEUB.

Sincerely,

Kelly Kloss
Manager

/attach.

c Director of Development Services
City Treasurer

Legislative & Administrative Services 4914-48 Avenue Phone: 403.342.8132 Fax: 403.346.6195 E-mail: legislativeservices@reddeer.ca
The City of Red Deer Box 5008 Red Deer, AB T4N 3T4 www.reddeer.ca

THE CITY OF
Red Deer

Alberta Energy and Utilities Board
10th Floor, 10055 – 106 Street
Edmonton, AB T5J 2Y2

Re: Renewal of a Natural Gas Franchise Agreement

Council of the City of Red Deer hereby applies to the Alberta Energy and Utilities Board for approval to renew a natural gas franchise agreement between The City of Red Deer and ATCO Gas and Pipelines Ltd.

Enclosed herewith is a copy of Bylaw 3356/2006 read the first time on Monday, January 16, 2006.

Council of the City of Red Deer hereby declares:

a) That the privilege or franchise granted under the natural gas franchise renewal agreement is necessary and proper for the public convenience and properly conserves the public interests.
b) That the scheme of ATCO Gas and Pipelines Ltd. for the delivery of natural gas under the provisions of the natural gas franchise renewal agreement is reasonable and sufficient having regard to the general circumstances.
c) That with respect to the delivery of natural gas to the City of Red Deer, the natural gas utility has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require.
d) That having regard to the deliverability of natural gas in the area in which the City of Red Deer is situated and to any other circumstances, the granting of the franchise or privilege in the natural gas franchise renewal agreement is to the general benefit of the area directly or indirectly affected thereby.
e) That the natural gas supplier has fully discussed all proposed changes to the natural gas franchise agreement with Red Deer City Council (the Council) and the Council understands the reasons for this renewal and is in agreement with them.
f) That the rights conferred by the City of Red Deer in the Agreement are not exclusive as against Her Majesty the Queen in the Right of the Province of Alberta.

For the purposes of advertising notice, The Red Deer Advocate is the newspaper with the largest circulation within the City of Red Deer.

Dated this 17 day of January, A.D. 2006

Signed: _____
City Clerk

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

CITY OF RED DEER

TABLE OF CONTENTS

1) DEFINITIONS ..... Page 2
2) TERM ..... Page 3
3) GRANT OF FRANCHISE ..... Page 4
4) FRANCHISE FEE ..... Page 5
5) CORE SERVICES ..... Page 6
6) PROVISION OF EXTRA SERVICES ..... Page 7
7) MUNICIPAL TAXES ..... Page 7
8) RIGHT TO TERMINATE ON DEFAULT ..... Page 7
9) SALE OF GAS DISTRIBUTION SYSTEM ..... Page 7
10) PROVISION OF DETAILED PLANS AND EQUIPMENT ..... Page 8
11) RIGHT OF FIRST REFUSAL TO PURCHASE ..... Page 9
12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM ..... Page 10
13) RESPONSIBILITIES FOR COST OF RELOCATION ..... Page 14
14) GAS DISTRIBUTION SYSTEM EXPANSION ..... Page 16
15) INCREASE IN MUNICIPAL BOUNDARIES ..... Page 16
16) JOINT USE OF GAS DISTRIBUTION SYSTEM ..... Page 17
17) RECIPROCAL INDEMNIFICATION AND LIABILITY ..... Page 19
18) ASSIGNMENT ..... Page 19
19) NOTICES ..... Page 21
20) INTERRUPTIONS OR DISCONTINUANCE OF GAS SERVICE ..... Page 21
21) DISPUTE SETTLEMENT ..... Page 22
22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT ..... Page 23
23) FORCE MAJEURE ..... Page 23
24) TERMS AND CONDITIONS ..... Page 23
25) NOT EXCLUSIVE AGAINST HER MAJESTY ..... Page 23
26) SEVERABILITY ..... Page 23

Schedule "A"
Schedule "B"

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2006.

BETWEEN:

CITY OF RED DEER, a Municipal Corporation in the Province of Alberta (the "**City**")

OF THE FIRST PART

- and -

ATCO GAS AND PIPELINES LTD., a corporation having its head office at the City of Edmonton, in the Province of Alberta (the "**Company**")

OF THE SECOND PART

WHEREAS by Agreement dated September 24, 1945, made between the Company and the City a franchise was granted to the Company to supply natural gas to the City and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement dated November 17, 1967, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated May 30, 1978, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated May 10, 1982, the Agreement was amended;

WHEREAS by Renewal Agreement dated September 6, 1989, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated September 1, 1992, the Agreement was amended;

WHEREAS by Amending Agreement dated May 8, 1995, the Agreement was amended;

WHEREAS by Agreement dated December 15, 1999 the City consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS the City desires to grant and the Company desires to obtain an exclusive franchise to provide gas distribution services within the Municipal Area on the terms and conditions herein contained;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1) DEFINITIONS

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

a) **"Act"** means the *Gas Utilities Act* (Alberta) as amended;

b) **"Alignment(s)"** means a location specified by the City within the Service Corridor(s);

c) **"Board"** means the Alberta Energy and Utilities Board as established under the *Alberta Energy and Utilities Board Act* (Alberta), as amended;

d) **"Construct"** means and includes establish, construct, reconstruct, upgrade or extend any part of the existing Gas Distribution System or proposed Gas Distribution System;

e) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the City, with premises or facilities within the Municipal Area that is provided with Gas Distribution Service by the Company;

f) **"Core Services"** means all those services set forth in Schedule "A";

g) "**Delivery Tariff**" means the tariff prepared by the Company as revised or amended from time to time and approved by the Board on an interim or final basis, as the case may be, approving and authorizing the rates charged by the Company to provide the service of the delivery of natural gas to the Consumer;

h) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the City on behalf of its citizens and provided by the Company in accordance with Article 6;

i) "**Gas Distribution Service**" means the delivery of natural gas in accordance with the Company's Delivery Tariff;

j) **"Gas Distribution System"** means any facilities owned by the Company to provide Gas Distribution Service within the Municipal Area, and without limiting the generality of the foregoing, shall include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering natural gas to the Consumer within the Municipal Area and includes any natural gas transmission lines owned by the Company within the Municipal Area;

k) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Gas Distribution System;

l) **"Municipal Area"** means the area within the municipal boundaries of the City, as at the date of this Agreement, and as it may be otherwise increased herein;

m) **"Municipal Property"** means all property, infrastructure, including lands and buildings, owned, controlled or managed by the City within the Municipal Area;

n) **Operate"** means to operate, interrupt or restore any part of the Gas Distribution System in a safe and reliable manner;

o) **"Service Corridor"** means the surface of, as well as spaces above and below highways, streets, lanes, bridges, road allowances, public utility lots, utility rights of way (easements), public lands or public water under the control and management of the City;

p) **"Term"** means the term of this Agreement set out in Article 2;

q) "**Terms and Conditions**" means the terms and conditions contained within the Delivery Tariff;

r) "**Work**" means any work to Construct or Maintain the Gas Distribution System.

2) **TERM**

a) This Agreement shall be for a term of 10 years, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw ____, whichever day comes later.

b) It is agreed that this Agreement supercedes and replaces any prior gas franchise agreements between the City and the Company.

c) Unless otherwise agreed in writing between the parties, during the first year following the expiration of the Term, all the rights and obligations of the parties under this Agreement shall continue to be in effect.

d) Provided the Company gives written notice to the City not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the City has not provided notice to the Company to exercise its rights to purchase the Gas Distribution System, either party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Board.

e) Commencing one year following the expiration of the Term, unless either party has invoked the right to arbitration referred to in sub-paragraph (d) above, or the City has given notice to purchase the Gas Distribution System, this Agreement shall continue in effect but shall be amended to provide the following:

(i) Fifty (50%) percent of the franchise fee otherwise payable under this Agreement to the City shall be held back and in trust in an interest bearing trust account by the Company, for the sole benefit of the City. The trust money along with all accumulated interest shall be paid to the City immediately upon execution of another Gas Franchise Agreement with the Company, or if the City purchases the Gas Distribution System, or if the Company transfers or sells the Gas Distribution System, or upon further Order of the Board.

3) GRANT OF FRANCHISE

a) Subject to the terms and conditions hereof, the City hereby grants to the Company the exclusive right within the Municipal Area to Construct, Operate, and Maintain the Gas Distribution System together with the exclusive right to use portions of roads, rights-of-way, and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain the Gas Distribution System.

Subject to the terms hereof, the City agrees that it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain a gas distribution system, for the purpose of delivering natural gas in the Municipal Area for Consumers, so long as the Company delivers to the City and the Consumers their requirements of natural gas.

b) The Company agrees to:

i) bear the full responsibility of an owner of a natural gas distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Delivery Tariff, insofar as applicable;

ii) Construct, Operate and Maintain the Gas Distribution System;

iii) use designated portions of Service Corridors owned, controlled or managed by the City necessary to Construct, Operate and Maintain the Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and

iv) use the City's Service Corridors granted hereunder solely for the purpose of providing Gas Distribution Service and any other service contemplated by this Agreement.

4) FRANCHISE FEE

a) Calculation of Franchise Fee

In consideration of the exclusive grant of franchise, the ability to use Municipal rights-of-way, and the mutual covenants herein, the Company agrees to pay to the City a franchise fee. The parties agree that s. 360(4) of the *Municipal Government Act* RSA 2000 c. M-26, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas and revenues from gas related riders, for clarity Method A in the company's Rate Rider A as approved by the Board from time to time) in that year for Gas Distribution Service within the Municipal Area.
The franchise fee percentage shall be as follows:

i) 22% for 2006, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw, whichever day comes later:

ii) 25% for 2007; and

iii) 29% for 2008.

By no later than September 1 of each year, the Company shall: (i) advise the City in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and (ii) with the City's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Area for the next calendar year.

By no later than November 15 of each year, the City shall advise the Company in writing of the franchise fee percentage to be charged for the following year. Failing which notification, the franchise fee percentage shall remain unchanged.

b) **Franchise Fee Cap**

The franchise fee percentage shall not at any time exceed thirty five (35%) percent, unless there has been prior Board approval.

c) **Notice to Change Franchise Fee**

Prior to implementing any change to the franchise fee, the City shall notify its intent to change the level of the franchise fee and the resulting effect that such change will have on an average residential customer's annual gas bill through publication of a notice once in the newspaper that has the widest circulation in the Municipal Area at least 45 days prior to implementing the revised franchise fee. A copy of the notice shall be filed with the Board.

d) **Payment of Franchise Fee**

Immediately upon the City passing third reading of the applicable by-law approving this Agreement, the Company shall pay the franchise fee amount, billed to each Consumer, to the City on a monthly basis within forty-five (45) days after billing for each Consumer.

e) **Reporting Considerations**

The Company shall provide to the City along with payment of the franchise fee amount, the information containing total Delivery Tariff billed, the franchise fee percentage applied, the derived franchise fee amount, used by the Company to verify the payment of the franchise fee amount.

5) **CORE SERVICES**

The Company agrees to provide those Core Services to the City as set forth in Schedule "A" and further agrees to the process contained in Schedule "A".

6) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached, the Company agrees to provide to the City those Extra Services, if any, as set forth in Schedule "B", as requested by the City from time to time. The Company is entitled to receive from the City a reasonable amount for full compensation for the provision of those Extra Services in accordance with Schedule "B".

Any breach by the Company for failing to provide any Extra Services contained in this Agreement shall not constitute a breach of a material provision of this Agreement for the purposes of Article 8.

7) MUNICIPAL TAXES

Amounts payable to the City pursuant to the terms and conditions hereof shall be (without duplication) in addition to the municipal taxes and other levies or charges made by the City against the Company, its land and buildings, linear property, machinery and equipment.

8) RIGHT TO TERMINATE ON DEFAULT

In the event either party breaches any material provision of this Agreement, the other party may, at its option, provide written notice to the party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the party in breach using best efforts on a commercially reasonable basis to remedy the breach, the party not in breach may give six (6) months notice in writing of the termination of this Agreement to the other party, and unless such breach is remedied to the satisfaction of the party not in breach acting reasonably this Agreement shall terminate subject to prior Board approval.

9) SALE OF GAS DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the City may, subject to the approval of the Board, (i) exercise its right to require the Company to sell to it the Gas Distribution System pursuant to the provisions of the Municipal Government Act (Alberta), as may be amended, where applicable, or (ii) if such right to require the Company to sell the Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters shall be referred to the Board for determination.

10) PROVISION OF DETAILED PLANS AND EQUIPMENT

a) Detailed Plans

The Company agrees to provide to the City for the City's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and Alignments of the Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in the Company's electronic form, together with as many prints of the overall Gas Distribution System as the City may reasonably require. These plans and plan sheets shall be updated by the Company on at least an annual basis.

The City shall upon reasonable request, provide to the Company any subdivision development plans of the City in hard copy and in the City's electronic form where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering natural gas to the Consumer.

b) Provision of Equipment

The Company agrees to provide the City's fire department with the equipment necessary for the operation of curb boxes and service valves so that in case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The City will notify one of the Company's representatives of fires which may affect the Gas Distribution System and /or the operations as quickly as reasonably possible, or, in the event that they cannot reach a Company representative, the City will advise the Company's standby personnel of such fires. The Company shall ensure that its representatives reasonably cooperate with the City in preventing, controlling and investigating fires involving or affecting the Gas Distribution System.

11) **RIGHT OF FIRST REFUSAL TO PURCHASE**

a) If during the Term of this Agreement, the Company receives a *bona fide* offer to operate, take control of the entire Gas Distribution System or purchase the Gas Distribution System within the Municipal Area, which the Company is willing to accept, then the Company shall promptly give written notice to the City of the terms and conditions of such offer and the City shall during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase that part of the Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer. Notwithstanding the foregoing, in the event that the City fails or refuses to exercise its right of first refusal, the City shall retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 18 below. For the purposes of this paragraph 11, "operate, take control" shall not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

b) If the City does not exercise its right of first refusal and the said *bona fide* offer that the Company is willing to accept does not proceed to closure, the City retains its right of first refusal on any other offer.

c) This right of first refusal only applies where the offer pertains to the entire Gas Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

d) Where the City exercises its rights to purchase the Gas Distribution System from the Company and thereby acquires the Gas Distribution System, the City agrees that should it no longer wish to own the Gas Distribution System within five (5) years after it acquires the said system and the City receives any *bona fide* offer from an arms length third party to purchase the Gas Distribution System, which it is willing to accept, then it shall promptly give notice to the Company of the terms and conditions of such offer. The Company shall during the next one hundred and twenty (120) days have the first right of refusal to purchase the Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer, providing the offer is equal to or greater than the terms of the original purchase by the City from the Company (taking into account the depreciation of the Gas Distribution System at the time of the offer).

e) The City's right of first refusal shall not apply where the Company has agreed to transfer the entire Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:

(i) the third party utility can demonstrate to the satisfaction of the City that it meets the necessary technical and financial requirements to own and operate the Gas Distribution System;

(ii) the only consideration that shall be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Gas Distribution System;

(iii) there is no adverse impact to the City resulting from the transfer and exchange above referenced as determined by the Board;

(iv) the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the exchange; and

(v) full compensation is paid to the City for all costs including administrative and legal costs incurred by the City in ensuring all of the conditions (i) through (iv) above are satisfied.

12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM

a) Legislation, Rules and Regulations

The Company shall ensure that all Work is performed within Service Corridors pursuant to this Agreement shall be in accordance with the requirements of all applicable legislation, rules, regulations and City construction standards, as amended from time to time.

The Company agrees that it shall, at its sole cost and expense, maintain a membership in good standing for the duration of this Agreement with the Alberta One-Call Corporation, or other successor utility location service.

b) **Municipal Approval**

Before undertaking any Work, or in any case in which the City specifically requests the same, the Company will submit to and obtain the approval from the City, or its authorized officers, of the plans, and the specifications when available for the proposed Work and its location. Approval by the City granted in accordance with this paragraph shall be limited to an approval of the location and Alignment of the Work only, and shall not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Where the Company plans to undertake Work in existing Service Corridors, the Company will consult with the City to determine suitable Alignments to locate the Gas Distribution System prior to submitting plans and specifications for the proposed Work for approval by the City.

The Company shall obtain prior written approval from the City of any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

Where any approvals are required to be obtained from either party under this Article, such approvals shall not be unreasonably withheld.

c) **Permits**

Prior to commencing any Work, the Company shall obtain such applicable permits as are required by the City.

d) **Restoration of Municipal Property**

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property within the Service Corridor the Company shall complete the said Work promptly and in a good and workmanlike manner, and, where applicable, in accordance with the approved plans and specifications. Further, the Company shall forthwith restore the Service Corridor, in accordance with the City's construction specifications, to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

The Company shall, where reasonably practicable, locate its pipelines and related equipment in front lot easements, lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants that it will not unduly interfere with the works of others or the works of the City. Where reasonable and in the best interests of both the City and the Consumer, the Company will cooperate with the City and coordinate the installation of the Gas Distribution System along the designated rights-of-way pursuant to the direction of the City. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipal Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost.

Upon default by the Company or its agent to repair damage caused to Municipal Property, the City may provide written notice to the Company to remedy the default. If the default is not remedied with two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using the best efforts on a commercially reasonable basis to remedy the default, the City may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

e) **Urgent Repairs and Notification**

If any repairs or maintenance required to be made to the Gas Distribution System are of an urgent nature where the operation or reliability of the Gas Distribution System is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the City, on the understanding and agreement that the Company will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the City as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

If any repairs or maintenance required to be made to the Municipal Property are of an urgent nature where the operation or reliability of the Municipal Property is materially compromised or potentially materially compromised, the City shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Company on the understanding and agreement that the City will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the Company as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

f) **Company to Obtain Approvals from Other Utilities**

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Company shall notify all other utility operators and ensure that utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction and obtain any crossing agreements that may be required. Unless the City has staked the location for the utility property, staking shall not be deemed to be a representation or warranty by the City that the utility or utility property are located as staked. The City shall not be responsible for any damage caused by the Company to any utility or any third party as a result of the Company's Work, unless the City has improperly staked the utility property. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

g) **Removal of Liens**

The Company shall immediately notify the City of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and shall cause the same to be removed within 30 days (or such additional time as the City may allow in writing), failing which the City may take such action as it reasonably deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by the Company to the City.

h) **Scheduling and Work Stoppage**

Notwithstanding any other provision in this Agreement, the City reserves the right to set, adjust or change the approved schedule of Work by the Company within the Service Corridors, excluding Work in utility rights of way (easements), at the City's sole discretion, acting reasonably, for the purpose of coordinating or managing any events or activities. The City shall use its best efforts to provide the Company 48 hours advance notice of any change to the approved schedule of Work.

If the City requires that any Work be stopped due to any emergency, the Company shall cease such Work immediately upon notice to the Company.

13) RESPONSIBILITIES FOR COST OF RELOCATION

Upon receipt of one (1) years notice from the City, the Company shall, at its own expense, relocate to Municipal Property such part of the Gas Distribution System that is located on Municipal Property as may be reasonably required by the City due to planned Municipal construction.

In order to encourage the orderly development of Municipal facilities and the Gas Distribution System, the City and the Company agree that they will meet regularly to: a) review the long-term facility plans of the City and the Company; and b) determine the time requirements and costs for final design specifications for each relocation. Providing the City is not the developer requesting the relocation for commercial or residential resale to third parties, the Company shall bear the expenses of the required relocation.

Notwithstanding the foregoing, the Company shall not be required to move any part of the Gas Distribution System after receipt of notice from the City in accordance with this Article where:

a) the Company has illustrated to the satisfaction of the City, acting reasonably, that an appropriate Alternative Course of Action is available;

b) the City has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the City); and

c) the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure that the City will be left with sufficient time to complete the said planned Municipal construction within the Intended Time Frame (taking into account any delays which the City may encounter as a result of the Company utilizing the Alternative Course of Action).

For the purposes of this Article 13, the term "Alternative Course of Action" shall mean any course of action that will enable the City to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the City may incur and which the Company will be required to pay in accordance with this Article 13) and "Intended Time Frame" shall mean the period of time within which the City would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Gas Distribution System in accordance with this Article 13.

If the City agrees to permit the Company to utilize an Alternative Course of Action, the Company shall pay any and all costs incurred in carrying out the Alternative Course of Action and shall pay on demand to the City (on a full indemnity basis) any and all costs incurred by the City:

(i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the City;

(ii) in modifying any plans the City may have prepared in respect of the said Municipal construction (which are referred to herein as "Modified Plans") or in preparing or developing plans and procedures (which are referred to herein as "Work Around Procedures") to work around the Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and

(iii) in the course of conducting the said planned Municipal construction where such costs would not have been incurred by the City if the Company had relocated the Gas Distribution System in accordance with this Article 13 (including any additional cost the City may incur in completing the said Municipal Construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

The following example illustrates the intended application of the foregoing provisions:

Where : (A) The City requires the Company to move a gas line so that the City can replace its own sewer lines. The cost of moving the gas line is $10,000. The cost of carrying out the replacement of the sewer line after moving the gas line is $40,000;

(B) The Company proposes to simply brace the gas line (at a cost of $2,000) and the City, acting reasonably, approves of this as an Alternative Course of Action;

(C) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the City in replacing the sewer line is $45,000 (being a net increase in cost of $5,000);

The Company is required to pay the $2,000 cost of the bracing together and the additional cost of $5,000 incurred by the City (resulting in a net savings of $3,000 to the Company).

In cases of emergency, the Company shall take all measures that are commercially reasonable and necessary to ensure public safety with respect to relocating any part of the Gas Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this clause without valid justification and in a timely and expeditious manner to the satisfaction of the City's representative, acting reasonably, the City may, but is not obligated to, complete such relocation or repair and the Company shall pay the reasonable costs of such relocation or repair forthwith to the City.

If the City chooses to complete such relocation or repair the City will ensure that such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The City is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the City liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the City, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or wilful misconduct of the City, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the City will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the City, the City shall not be responsible for any of the costs of such relocation.

14) GAS DISTRIBUTION SYSTEM EXPANSION

Subject to the Terms and Conditions, and at no cost to the City unless otherwise provided for under the Terms and Conditions, the Company shall, on a timely basis use its best efforts on a commercially reasonable basis to meet the Gas Distribution System expansion requests of the City or a Consumer, and provide the requisite facilities for connections for new Consumers to the Gas Distribution System.

15) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Area is increased through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta) by the greater of 640 acres and twenty five (25%) percent of the current area or more, the City shall have the right to:

(a) terminate this Agreement provided the City gives notice in writing to the Company of its intention to do so; or

(b) add the increased area to the Municipal Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

For all other increases to the Municipal Area through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta), the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

16) JOINT USE OF GAS DISTRIBUTION SYSTEM

a) Municipal Use

The City shall upon notice to the Company have, for any reasonable municipal purpose, the right to make use of the Gas Distribution System (excluding the transportation of gas) and any rights-of-way granted to the Company, provided such use complies with good and safe natural gas operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the City. The City is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using Gas Distribution System.

b) Third Party Use and Notice

The Company agrees that should any third party including other utilities desire to jointly use the Gas Distribution System or trenches or any parts of the Gas Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Gas Distribution System:

i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Gas Distribution System it seeks to use;

ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the City to obtain its written approval to jointly use that part of the Gas Distribution System on any Municipal Property or right-of-way. As a condition of granting its consent, the City may require that such third party enter into an agreement with the City, and such agreement may require that such third party pay compensation to the City;

iii) third, upon receiving written conditional approval from the City, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Gas Distribution System. Once a joint use agreement has been entered into between the Company and the third party, it shall not be subsequently amended without the consent of the City (which consent will not be unreasonably withheld).

c) **Cooperation**

The Company and City agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the Gas Distribution System located on Municipal Property.

d) **Payment**

The compensation paid or to be paid by such third party to the City for the use of the Municipal Property including its rights-of-way, shall be determined between the City and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use any portion of the Gas Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the City's right to intervene in any related regulatory proceeding.

e) **Provision of Agreements**

The Company shall provide to the City within 6 months of executing this Agreement a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Gas Distribution System.

Upon reasonable request by the City, copies of these agreements shall be updated by the Company and provided to the City at no cost to the City.

17) RECIPROCAL INDEMNIFICATION AND LIABILITY

a) Company shall indemnify and save the City, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the City, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

(i) any breach by the Company of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Area.

b) The City shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:

(i) any breach by the City of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the City, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the City.

c) Notwithstanding anything to the contrary herein contained, in no event shall the City or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

18) ASSIGNMENT

In the event that the Company agrees to sell the Gas Distribution System to a third party purchaser, the Company shall comply with Article 11 above. In addition, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the City. The Company agrees that it will provide to the City a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the City with reasonable prior written notice of a sale of the Gas Distribution System to a third party purchaser. The parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the City for all costs including administrative and legal costs relating to providing its consent to the Assignment. ("Municipal Compensation")

The City has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees that the City may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the City, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the City's concern. Should the City not reply within the thirty (30) days, it is agreed that the City will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Board for approval of the sale, it will include in the application any notice received from the City, including the reasons given by the City for withholding its consent. The City shall have the right to make its own submissions to the Board.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Gas Distribution System without the consent of the City, subject to paying the Municipal Compensation for the assignment, and having obtained the Board's approval for the sale of the Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Board approves such sale of the Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Board approval, the Company shall be released from all its liabilities and obligations thereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the City's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the City indicating that it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this Article shall be submitted to the Board for determination.

19) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the City or to the Company as the case may be, at the addresses set forth below:

ATCO Gas and Pipelines Ltd.
7590 Edgar Industrial Drive
Red Deer, Alberta T4P 3R2
Attention: Manager Red Deer District Operations
Fax: (403) 346-8130

The City of Red Deer
Engineering Services Department
P.O. Box 5008
4914 – 48 Avenue
Red Deer, Alberta T4N 3T4
Attention: Engineering Serves Manager
Fax: (403) 342-8211

The date of receipt of any such notice as given above, shall be deemed to be as follows:

(i) In the case of personal service, the date of service;

(ii) In the case of registered mail, the seventh (7^{th}) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7^{th}) day following the date on which normal service is restored;

(iii) In the case of a fax, the date the fax was actually received by the recipient.

20) INTERRUPTIONS OR DISCONTINUANCE OF DELIVERY SERVICE

Subject to its Delivery Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Gas Distribution Service to any Consumer. However, the Company reserves the right to do so for any one of the following reasons:

(i) Where the Company is required to effect necessary repairs or changes to the Gas Distribution System;

(ii) On account of or to prevent fraud or abuse of the Gas Distribution System;

(iii) On account of defective aspects of the Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;

(iv) Where required, under the Terms and Conditions, due to a Consumer's non-payment of gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Gas Distribution Service, it shall notify the City in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Gas Distribution Service, the Company shall provide verbal notice to the City as soon as is practicable in the circumstances.

21) DISPUTE SETTLEMENT

To the extent permitted by law, the Company and City agree that unresolved disputes pertaining to this Agreement, other than those related to the sale of the Gas Distribution System as contemplated in Articles 9, 11(a) and 18 hereof, that pursuant to the terms of this Agreement, are to be submitted to the Board for determination, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either party providing written notice to the other party stating the dispute to be submitted to arbitration. The parties shall attempt to appoint a mutually satisfactory arbitrator within 10 business days of the said notice. In the event the parties cannot agree on a single arbitrator within the 10 business days, each party shall appoint an arbitrator within the 10 business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within 25 business days of written notice for arbitration. If either party fails to appoint an arbitrator within the time set forth above, the arbitrator appointed by the other party shall proceed with the arbitration and the award of such arbitrator shall be final and binding. In the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator within the 25 business day period from the date of delivery of the written notice for arbitration, either party may apply, on ten (10) days written notice to the other, to a Judge of the Court of Queen's Bench of Alberta for the appointment of the third arbitrator. The dispute shall be heard by the arbitrator(s) within 45 business days of the written notice for arbitration unless extended by mutual agreement between the parties. The arbitrator(s) shall render a decision within 20 business days of the last day of the arbitration hearing. Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Board's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the City and the Company shall continue to perform their respective obligations hereunder. The decision of the majority of the arbitrators shall be final and binding.

The Company shall advise the Board of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Board of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the City to the exercise by the Company of those powers which may be exercised by the Company with the consent of the City under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

23) FORCE MAJEURE

If either party shall fail to meet its obligations hereunder within the time prescribed, and such failure shall be caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such party hereunder, but such party shall use its best efforts to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding municipal governments), civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such party, and all of which by the exercise of due diligence of such party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

24) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Board, as revised or amended from time to time by the Board, shall apply to the City.

25) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

26) SEVERABILITY

To the extent permitted by law, any provision of this Agreement which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining portions hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

CITY OF RED DEER

PER: _____

PER: _____

ATCO GAS AND PIPELINES LTD.

PER: _____

PER: _____

SCHEDULE "A"
Core Services

The Company shall provide to the City the following basic services as Core Services:

1) The Company shall deliver natural gas to the Consumers within the Municipal Area in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the Act, any regulations thereto, and any Board Orders.

2) The Company shall install all natural gas facilities required to provide service to the Consumers within the Municipal Area and in accordance with the Terms and Conditions.

3) As required by legislation, the Company shall provide and install all necessary regulators and meters necessary for measuring the natural gas supplied to each Consumer. The point of delivery shall be upon the Consumer's premise, currently at the outlet side of the meter.

4) The Company agrees to collaborate with the City's Fire Department in an effort to mutually develop emergency response procedures relating to natural gas emergencies.

5) The Company shall do all things to Operate and Maintain the Gas Distribution System, including in accordance with all applicable regulations, codes, applicable standards and common industry practices.

6) The Company shall provide twenty-four hour a day "Trouble Service" to investigate any natural gas odor and make safe any suspected gas leak inside or outside the Consumer's premise.

7) The Company will utilize the services of professional engineers who are responsible for designing all natural gas facilities to satisfy all applicable regulatory codes and standards; preparing of necessary work order plans and monitoring the distribution network pressures to ensure that the Company's facilities will satisfy the Consumer's current and future natural gas delivery requirements.

8) The Company shall provide to the City, on request, copies of any and all Gas Distribution Service related written information or reports required to be filed with the Board, with the exception of responses to questions from interveners or the Board related to rate hearings.

9) The Company shall provide to the City, upon request, an annual report on the following standards specific to the City:

i) **System Reliability** - that will be measured by:

- The number of major interruptions to Gas Distribution Service resulting in a loss of service to Consumers;
- The number of Consumers affected by each outage; and
- The average duration of each outage.

ii) **Customer Satisfaction with local Gas Distribution Service** - that will be measured by the number and nature of unresolved local non-rates related customer complaints received by the Company.

- including the Company-wide Call Centre targets and statistics (wait times, abandoned calls, call volumes, etc); and any
- customer complaints received by the Board.

iii) **Public Safety:** that will be measured by:

- the number of customer injuries and/or damages due to Gas Distribution System failure;
- the number of line hits per total locates completed;
- the number of line hits as a result of inaccurate locates;
- the percentage of the area of the City surveyed for leaks and yearly cathodic protection measures;
- the number and nature of calls received from the City and any of its Municipal agencies (including fire department, police department etc.) regarding the Gas Distribution System.

10) The Company shall meet at least annually with the City ensuring that through a mutual exchange of information the City is kept apprised of the Company's construction and upgrading programs planned for the City. The City will advise the Company of any issues relating to the Gas Distribution System that have been addressed by Municipal council.

SCHEDULE "B"
Extra Services

1) After the City requests Extra Services, the Company will provide its applicable operations and maintenance standards for Gas Distribution System field services.

2) If the Company and the City agree that the Company will provide Extra Services requested by the City, the parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.

3) Extra Services shall mean:

[Not Applicable]

4) In consideration for the provision of the Extra Services, the City shall pay to the Company the sum of nil Dollars ($00.00) which if forming part of this Agreement shall be collected as part of the Franchise Fee.

5) Within sixty (60) days of the end of each calendar year, the Company shall provide a written report to the City, outlining the actual performance of the Extra Services provided and the related costs for each service for the City to assess if the performance standards for the Extra Services have been met.

6) In the event the Company breaches any material provision of the Extra Services contract, the City may, at its option, provide written notice to the Company to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Company using its best efforts on a commercially reasonable basis to remedy the breach, the City may give six (6) months notice in writing of the termination of the Extra Services contract to the Company, and unless such breach is remedied to the satisfaction of the City acting reasonably, the Extra Services contract shall terminate.

BYLAW NO. 3356/2006

Being a bylaw to authorize The City of Red Deer to execute an agreement with ATCO Gas and Pipelines Ltd., (the Company) to renew an agreement with, and to confer a franchise on the Company to deliver natural gas to customers within the City of Red Deer.

WHEREAS, the Company has requested a franchise be granted to provide natural gas services to customers within the City of Red Deer;

AND WHEREAS, it is deemed that such an agreement would be of benefit to customers within the City of Red Deer;

THEREFORE under the authority of the Municipal Government Act, S.A. 1994, Chapter M-26.1, Part 3, Division 3, Section 45 – 47 be it enacted that the City Clerk be authorized to sign the agreement which is attached to and forming part of this Bylaw and marked as Schedule "A" between The City of Red Deer and the Company to renew an agreement with and to confer a franchise on the Company to deliver natural gas services within the City of Red Deer;

This bylaw shall come into force upon the agreement being approved by the Alberta Energy and Utilities Board for the Province of Alberta, and upon being given third reading and finally passed.

READ A FIRST TIME IN OPEN COUNCIL this 16th day of January 2006.

Certified to be a copy of the bylaw given first reading on January 16, 2006.

MAYOR CITY CLERK

READ A SECOND TIME IN OPEN COUNCIL this day of 2006.

READ A THIRD TIME IN OPEN COUNCIL this day of 2006.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2006.

MAYOR CITY CLERK

The City of Red Deer
Bylaw No. 3356/2006
Schedule "A"

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

CITY OF RED DEER

TABLE OF CONTENTS

1) DEFINITIONS ..... Page 2
2) TERM ..... Page 3
3) GRANT OF FRANCHISE ..... Page 4
4) FRANCHISE FEE ..... Page 5
5) CORE SERVICES ..... Page 6
6) PROVISION OF EXTRA SERVICES ..... Page 7
7) MUNICIPAL TAXES ..... Page 7
8) RIGHT TO TERMINATE ON DEFAULT ..... Page 7
9) SALE OF GAS DISTRIBUTION SYSTEM ..... Page 7
10) PROVISION OF DETAILED PLANS AND EQUIPMENT ..... Page 8
11) RIGHT OF FIRST REFUSAL TO PURCHASE ..... Page 9
12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM ..... Page 10
13) RESPONSIBILITIES FOR COST OF RELOCATION ..... Page 14
14) GAS DISTRIBUTION SYSTEM EXPANSION ..... Page 16
15) INCREASE IN MUNICIPAL BOUNDARIES ..... Page 16
16) JOINT USE OF GAS DISTRIBUTION SYSTEM ..... Page 17
17) RECIPROCAL INDEMNIFICATION AND LIABILITY ..... Page 19
18) ASSIGNMENT ..... Page 19
19) NOTICES ..... Page 21
20) INTERRUPTIONS OR DISCONTINUANCE OF GAS SERVICE ..... Page 21
21) DISPUTE SETTLEMENT ..... Page 22
22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT ..... Page 23
23) FORCE MAJEURE ..... Page 23
24) TERMS AND CONDITIONS ..... Page 23
25) NOT EXCLUSIVE AGAINST HER MAJESTY ..... Page 23
26) SEVERABILITY ..... Page 23

Schedule "A"
Schedule "B"

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2006.

BETWEEN:

CITY OF RED DEER, a Municipal Corporation in the Province of Alberta (the "**City**")

OF THE FIRST PART

- and -

ATCO GAS AND PIPELINES LTD., a corporation having its head office at the City of Edmonton, in the Province of Alberta (the "**Company**")

OF THE SECOND PART

WHEREAS by Agreement dated September 24, 1945, made between the Company and the City a franchise was granted to the Company to supply natural gas to the City and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement dated November 17, 1967, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated May 30, 1978, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated May 10, 1982, the Agreement was amended;

WHEREAS by Renewal Agreement dated September 6, 1989, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated September 1, 1992, the Agreement was amended;

WHEREAS by Amending Agreement dated May 8, 1995, the Agreement was amended;

WHEREAS by Agreement dated December 15, 1999 the City consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS the City desires to grant and the Company desires to obtain an exclusive franchise to provide gas distribution services within the Municipal Area on the terms and conditions herein contained;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1) DEFINITIONS

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

a) **"Act"** means the *Gas Utilities Act* (Alberta) as amended;

b) **"Alignment(s)"** means a location specified by the City within the Service Corridor(s);

c) **"Board"** means the Alberta Energy and Utilities Board as established under the *Alberta Energy and Utilities Board Act* (Alberta), as amended;

d) **"Construct"** means and includes establish, construct, reconstruct, upgrade or extend any part of the existing Gas Distribution System or proposed Gas Distribution System;

e) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the City, with premises or facilities within the Municipal Area that is provided with Gas Distribution Service by the Company;

f) **"Core Services"** means all those services set forth in Schedule "A";

g) "**Delivery Tariff**" means the tariff prepared by the Company as revised or amended from time to time and approved by the Board on an interim or final basis, as the case may be, approving and authorizing the rates charged by the Company to provide the service of the delivery of natural gas to the Consumer;

h) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the City on behalf of its citizens and provided by the Company in accordance with Article 6;

i) "**Gas Distribution Service**" means the delivery of natural gas in accordance with the Company's Delivery Tariff;

j) **"Gas Distribution System"** means any facilities owned by the Company to provide Gas Distribution Service within the Municipal Area, and without limiting the generality of the foregoing, shall include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering natural gas to the Consumer within the Municipal Area and includes any natural gas transmission lines owned by the Company within the Municipal Area;

k) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Gas Distribution System;

l) **"Municipal Area"** means the area within the municipal boundaries of the City, as at the date of this Agreement, and as it may be otherwise increased herein;

m) **"Municipal Property"** means all property, infrastructure, including lands and buildings, owned, controlled or managed by the City within the Municipal Area;

n) **Operate"** means to operate, interrupt or restore any part of the Gas Distribution System in a safe and reliable manner;

o) **"Service Corridor"** means the surface of, as well as spaces above and below highways, streets, lanes, bridges, road allowances, public utility lots, utility rights of way (easements), public lands or public water under the control and management of the City;

p) **"Term"** means the term of this Agreement set out in Article 2;

q) "**Terms and Conditions**" means the terms and conditions contained within the Delivery Tariff;

r) "**Work**" means any work to Construct or Maintain the Gas Distribution System.

2) **TERM**

a) This Agreement shall be for a term of 10 years, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw ____, whichever day comes later.

b) It is agreed that this Agreement supercedes and replaces any prior gas franchise agreements between the City and the Company.

c) Unless otherwise agreed in writing between the parties, during the first year following the expiration of the Term, all the rights and obligations of the parties under this Agreement shall continue to be in effect.

d) Provided the Company gives written notice to the City not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the City has not provided notice to the Company to exercise its rights to purchase the Gas Distribution System, either party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Board.

e) Commencing one year following the expiration of the Term, unless either party has invoked the right to arbitration referred to in sub-paragraph (d) above, or the City has given notice to purchase the Gas Distribution System, this Agreement shall continue in effect but shall be amended to provide the following:

(i) Fifty (50%) percent of the franchise fee otherwise payable under this Agreement to the City shall be held back and in trust in an interest bearing trust account by the Company, for the sole benefit of the City. The trust money along with all accumulated interest shall be paid to the City immediately upon execution of another Gas Franchise Agreement with the Company, or if the City purchases the Gas Distribution System, or if the Company transfers or sells the Gas Distribution System, or upon further Order of the Board.

3) GRANT OF FRANCHISE

a) Subject to the terms and conditions hereof, the City hereby grants to the Company the exclusive right within the Municipal Area to Construct, Operate, and Maintain the Gas Distribution System together with the exclusive right to use portions of roads, rights-of-way, and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain the Gas Distribution System.

Subject to the terms hereof, the City agrees that it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain a gas distribution system, for the purpose of delivering natural gas in the Municipal Area for Consumers, so long as the Company delivers to the City and the Consumers their requirements of natural gas.

b) The Company agrees to:

i) bear the full responsibility of an owner of a natural gas distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Delivery Tariff, insofar as applicable;

ii) Construct, Operate and Maintain the Gas Distribution System;

iii) use designated portions of Service Corridors owned, controlled or managed by the City necessary to Construct, Operate and Maintain the Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and

iv) use the City's Service Corridors granted hereunder solely for the purpose of providing Gas Distribution Service and any other service contemplated by this Agreement.

4) FRANCHISE FEE

a) Calculation of Franchise Fee

In consideration of the exclusive grant of franchise, the ability to use Municipal rights-of-way, and the mutual covenants herein, the Company agrees to pay to the City a franchise fee. The parties agree that s. 360(4) of the *Municipal Government Act* RSA 2000 c. M-26, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas and revenues from gas related riders, for clarity Method A in the company's Rate Rider A as approved by the Board from time to time) in that year for Gas Distribution Service within the Municipal Area.
The franchise fee percentage shall be as follows:

i) 22% for 2006, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw, whichever day comes later:

ii) 25% for 2007; and

iii) 29% for 2008.

By no later than September 1 of each year, the Company shall: (i) advise the City in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and (ii) with the City's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Area for the next calendar year.

By no later than November 15 of each year, the City shall advise the Company in writing of the franchise fee percentage to be charged for the following year. Failing which notification, the franchise fee percentage shall remain unchanged.

b) **Franchise Fee Cap**

The franchise fee percentage shall not at any time exceed thirty five (35%) percent, unless there has been prior Board approval.

c) **Notice to Change Franchise Fee**

Prior to implementing any change to the franchise fee, the City shall notify its intent to change the level of the franchise fee and the resulting effect that such change will have on an average residential customer's annual gas bill through publication of a notice once in the newspaper that has the widest circulation in the Municipal Area at least 45 days prior to implementing the revised franchise fee. A copy of the notice shall be filed with the Board.

d) **Payment of Franchise Fee**

Immediately upon the City passing third reading of the applicable by-law approving this Agreement, the Company shall pay the franchise fee amount, billed to each Consumer, to the City on a monthly basis within forty-five (45) days after billing for each Consumer.

e) **Reporting Considerations**

The Company shall provide to the City along with payment of the franchise fee amount, the information containing total Delivery Tariff billed, the franchise fee percentage applied, the derived franchise fee amount, used by the Company to verify the payment of the franchise fee amount.

5) CORE SERVICES

The Company agrees to provide those Core Services to the City as set forth in Schedule "A" and further agrees to the process contained in Schedule "A".

6) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached, the Company agrees to provide to the City those Extra Services, if any, as set forth in Schedule "B", as requested by the City from time to time. The Company is entitled to receive from the City a reasonable amount for full compensation for the provision of those Extra Services in accordance with Schedule "B".

Any breach by the Company for failing to provide any Extra Services contained in this Agreement shall not constitute a breach of a material provision of this Agreement for the purposes of Article 8.

7) MUNICIPAL TAXES

Amounts payable to the City pursuant to the terms and conditions hereof shall be (without duplication) in addition to the municipal taxes and other levies or charges made by the City against the Company, its land and buildings, linear property, machinery and equipment.

8) RIGHT TO TERMINATE ON DEFAULT

In the event either party breaches any material provision of this Agreement, the other party may, at its option, provide written notice to the party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the party in breach using best efforts on a commercially reasonable basis to remedy the breach, the party not in breach may give six (6) months notice in writing of the termination of this Agreement to the other party, and unless such breach is remedied to the satisfaction of the party not in breach acting reasonably this Agreement shall terminate subject to prior Board approval.

9) SALE OF GAS DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the City may, subject to the approval of the Board, (i) exercise its right to require the Company to sell to it the Gas Distribution System pursuant to the provisions of the Municipal Government Act (Alberta), as may be amended, where applicable, or (ii) if such right to require the Company to sell the Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters shall be referred to the Board for determination.

10) PROVISION OF DETAILED PLANS AND EQUIPMENT

a) Detailed Plans

The Company agrees to provide to the City for the City's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and Alignments of the Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in the Company's electronic form, together with as many prints of the overall Gas Distribution System as the City may reasonably require. These plans and plan sheets shall be updated by the Company on at least an annual basis.

The City shall upon reasonable request, provide to the Company any subdivision development plans of the City in hard copy and in the City's electronic form where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering natural gas to the Consumer.

b) Provision of Equipment

The Company agrees to provide the City's fire department with the equipment necessary for the operation of curb boxes and service valves so that in case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The City will notify one of the Company's representatives of fires which may affect the Gas Distribution System and /or the operations as quickly as reasonably possible, or, in the event that they cannot reach a Company representative, the City will advise the Company's standby personnel of such fires. The Company shall ensure that its representatives reasonably cooperate with the City in preventing, controlling and investigating fires involving or affecting the Gas Distribution System.

11) RIGHT OF FIRST REFUSAL TO PURCHASE

a) If during the Term of this Agreement, the Company receives a *bona fide* offer to operate, take control of the entire Gas Distribution System or purchase the Gas Distribution System within the Municipal Area, which the Company is willing to accept, then the Company shall promptly give written notice to the City of the terms and conditions of such offer and the City shall during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase that part of the Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer. Notwithstanding the foregoing, in the event that the City fails or refuses to exercise its right of first refusal, the City shall retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 18 below. For the purposes of this paragraph 11, "operate, take control" shall not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

b) If the City does not exercise its right of first refusal and the said *bona fide* offer that the Company is willing to accept does not proceed to closure, the City retains its right of first refusal on any other offer.

c) This right of first refusal only applies where the offer pertains to the entire Gas Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

d) Where the City exercises its rights to purchase the Gas Distribution System from the Company and thereby acquires the Gas Distribution System, the City agrees that should it no longer wish to own the Gas Distribution System within five (5) years after it acquires the said system and the City receives any *bona fide* offer from an arms length third party to purchase the Gas Distribution System, which it is willing to accept, then it shall promptly give notice to the Company of the terms and conditions of such offer. The Company shall during the next one hundred and twenty (120) days have the first right of refusal to purchase the Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer, providing the offer is equal to or greater than the terms of the original purchase by the City from the Company (taking into account the depreciation of the Gas Distribution System at the time of the offer).

e) The City's right of first refusal shall not apply where the Company has agreed to transfer the entire Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:

(i) the third party utility can demonstrate to the satisfaction of the City that it meets the necessary technical and financial requirements to own and operate the Gas Distribution System;

(ii) the only consideration that shall be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Gas Distribution System;

(iii) there is no adverse impact to the City resulting from the transfer and exchange above referenced as determined by the Board;

(iv) the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the exchange; and

(v) full compensation is paid to the City for all costs including administrative and legal costs incurred by the City in ensuring all of the conditions (i) through (iv) above are satisfied.

12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM

a) Legislation, Rules and Regulations

The Company shall ensure that all Work is performed within Service Corridors pursuant to this Agreement shall be in accordance with the requirements of all applicable legislation, rules, regulations and City construction standards, as amended from time to time.

The Company agrees that it shall, at its sole cost and expense, maintain a membership in good standing for the duration of this Agreement with the Alberta One-Call Corporation, or other successor utility location service.

b) **Municipal Approval**

Before undertaking any Work, or in any case in which the City specifically requests the same, the Company will submit to and obtain the approval from the City, or its authorized officers, of the plans, and the specifications when available for the proposed Work and its location. Approval by the City granted in accordance with this paragraph shall be limited to an approval of the location and Alignment of the Work only, and shall not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Where the Company plans to undertake Work in existing Service Corridors, the Company will consult with the City to determine suitable Alignments to locate the Gas Distribution System prior to submitting plans and specifications for the proposed Work for approval by the City.

The Company shall obtain prior written approval from the City of any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

Where any approvals are required to be obtained from either party under this Article, such approvals shall not be unreasonably withheld.

c) **Permits**

Prior to commencing any Work, the Company shall obtain such applicable permits as are required by the City.

d) **Restoration of Municipal Property**

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property within the Service Corridor the Company shall complete the said Work promptly and in a good and workmanlike manner, and, where applicable, in accordance with the approved plans and specifications. Further, the Company shall forthwith restore the Service Corridor, in accordance with the City's construction specifications, to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

The Company shall, where reasonably practicable, locate its pipelines and related equipment in front lot easements, lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants that it will not unduly interfere with the works of others or the works of the City. Where reasonable and in the best interests of both the City and the Consumer, the Company will cooperate with the City and coordinate the installation of the Gas Distribution System along the designated rights-of-way pursuant to the direction of the City. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipal Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost.

Upon default by the Company or its agent to repair damage caused to Municipal Property, the City may provide written notice to the Company to remedy the default. If the default is not remedied with two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using the best efforts on a commercially reasonable basis to remedy the default, the City may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

e) **Urgent Repairs and Notification**

If any repairs or maintenance required to be made to the Gas Distribution System are of an urgent nature where the operation or reliability of the Gas Distribution System is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the City, on the understanding and agreement that the Company will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the City as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

If any repairs or maintenance required to be made to the Municipal Property are of an urgent nature where the operation or reliability of the Municipal Property is materially compromised or potentially materially compromised, the City shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Company on the understanding and agreement that the City will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the Company as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

f) **Company to Obtain Approvals from Other Utilities**

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Company shall notify all other utility operators and ensure that utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction and obtain any crossing agreements that may be required. Unless the City has staked the location for the utility property, staking shall not be deemed to be a representation or warranty by the City that the utility or utility property are located as staked. The City shall not be responsible for any damage caused by the Company to any utility or any third party as a result of the Company's Work, unless the City has improperly staked the utility property. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

g) **Removal of Liens**

The Company shall immediately notify the City of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and shall cause the same to be removed within 30 days (or such additional time as the City may allow in writing), failing which the City may take such action as it reasonably deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by the Company to the City.

h) **Scheduling and Work Stoppage**

Notwithstanding any other provision in this Agreement, the City reserves the right to set, adjust or change the approved schedule of Work by the Company within the Service Corridors, excluding Work in utility rights of way (easements), at the City's sole discretion, acting reasonably, for the purpose of coordinating or managing any events or activities. The City shall use its best efforts to provide the Company 48 hours advance notice of any change to the approved schedule of Work.

If the City requires that any Work be stopped due to any emergency, the Company shall cease such Work immediately upon notice to the Company.

13) RESPONSIBILITIES FOR COST OF RELOCATION

Upon receipt of one (1) years notice from the City, the Company shall, at its own expense, relocate to Municipal Property such part of the Gas Distribution System that is located on Municipal Property as may be reasonably required by the City due to planned Municipal construction.

In order to encourage the orderly development of Municipal facilities and the Gas Distribution System, the City and the Company agree that they will meet regularly to: a) review the long-term facility plans of the City and the Company; and b) determine the time requirements and costs for final design specifications for each relocation. Providing the City is not the developer requesting the relocation for commercial or residential resale to third parties, the Company shall bear the expenses of the required relocation.

Notwithstanding the foregoing, the Company shall not be required to move any part of the Gas Distribution System after receipt of notice from the City in accordance with this Article where:

a) the Company has illustrated to the satisfaction of the City, acting reasonably, that an appropriate Alternative Course of Action is available;

b) the City has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the City); and

c) the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure that the City will be left with sufficient time to complete the said planned Municipal construction within the Intended Time Frame (taking into account any delays which the City may encounter as a result of the Company utilizing the Alternative Course of Action).

For the purposes of this Article 13, the term "Alternative Course of Action" shall mean any course of action that will enable the City to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the City may incur and which the Company will be required to pay in accordance with this Article 13) and "Intended Time Frame" shall mean the period of time within which the City would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Gas Distribution System in accordance with this Article 13.

If the City agrees to permit the Company to utilize an Alternative Course of Action, the Company shall pay any and all costs incurred in carrying out the Alternative Course of Action and shall pay on demand to the City (on a full indemnity basis) any and all costs incurred by the City:

(i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the City;

(ii) in modifying any plans the City may have prepared in respect of the said Municipal construction (which are referred to herein as "Modified Plans") or in preparing or developing plans and procedures (which are referred to herein as "Work Around Procedures") to work around the Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and

(iii) in the course of conducting the said planned Municipal construction where such costs would not have been incurred by the City if the Company had relocated the Gas Distribution System in accordance with this Article 13 (including any additional cost the City may incur in completing the said Municipal Construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

The following example illustrates the intended application of the foregoing provisions:

Where : (A) The City requires the Company to move a gas line so that the City can replace its own sewer lines. The cost of moving the gas line is $10,000. The cost of carrying out the replacement of the sewer line after moving the gas line is $40,000;

(B) The Company proposes to simply brace the gas line (at a cost of $2,000) and the City, acting reasonably, approves of this as an Alternative Course of Action;

(C) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the City in replacing the sewer line is $45,000 (being a net increase in cost of $5,000);

The Company is required to pay the $2,000 cost of the bracing together and the additional cost of $5,000 incurred by the City (resulting in a net savings of $3,000 to the Company).

In cases of emergency, the Company shall take all measures that are commercially reasonable and necessary to ensure public safety with respect to relocating any part of the Gas Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this clause without valid justification and in a timely and expeditious manner to the satisfaction of the City's representative, acting reasonably, the City may, but is not obligated to, complete such relocation or repair and the Company shall pay the reasonable costs of such relocation or repair forthwith to the City.

If the City chooses to complete such relocation or repair the City will ensure that such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The City is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the City liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the City, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or wilful misconduct of the City, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the City will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the City, the City shall not be responsible for any of the costs of such relocation.

14) GAS DISTRIBUTION SYSTEM EXPANSION

Subject to the Terms and Conditions, and at no cost to the City unless otherwise provided for under the Terms and Conditions, the Company shall, on a timely basis use its best efforts on a commercially reasonable basis to meet the Gas Distribution System expansion requests of the City or a Consumer, and provide the requisite facilities for connections for new Consumers to the Gas Distribution System.

15) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Area is increased through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta) by the greater of 640 acres and twenty five (25%) percent of the current area or more, the City shall have the right to:

(a) terminate this Agreement provided the City gives notice in writing to the Company of its intention to do so; or

(b) add the increased area to the Municipal Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

For all other increases to the Municipal Area through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta), the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

16) JOINT USE OF GAS DISTRIBUTION SYSTEM

a) **Municipal Use**

The City shall upon notice to the Company have, for any reasonable municipal purpose, the right to make use of the Gas Distribution System (excluding the transportation of gas) and any rights-of-way granted to the Company, provided such use complies with good and safe natural gas operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the City. The City is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using Gas Distribution System.

b) **Third Party Use and Notice**

The Company agrees that should any third party including other utilities desire to jointly use the Gas Distribution System or trenches or any parts of the Gas Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Gas Distribution System:

i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Gas Distribution System it seeks to use;

ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the City to obtain its written approval to jointly use that part of the Gas Distribution System on any Municipal Property or right-of-way. As a condition of granting its consent, the City may require that such third party enter into an agreement with the City, and such agreement may require that such third party pay compensation to the City;

iii) third, upon receiving written conditional approval from the City, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Gas Distribution System. Once a joint use agreement has been entered into between the Company and the third party, it shall not be subsequently amended without the consent of the City (which consent will not be unreasonably withheld).

c) **Cooperation**

The Company and City agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the Gas Distribution System located on Municipal Property.

d) **Payment**

The compensation paid or to be paid by such third party to the City for the use of the Municipal Property including its rights-of-way, shall be determined between the City and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use any portion of the Gas Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the City's right to intervene in any related regulatory proceeding.

e) **Provision of Agreements**

The Company shall provide to the City within 6 months of executing this Agreement a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Gas Distribution System.

Upon reasonable request by the City, copies of these agreements shall be updated by the Company and provided to the City at no cost to the City.

17) **RECIPROCAL INDEMNIFICATION AND LIABILITY**

a) Company shall indemnify and save the City, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the City, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

(i) any breach by the Company of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Area.

b) The City shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:

(i) any breach by the City of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the City, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the City.

c) Notwithstanding anything to the contrary herein contained, in no event shall the City or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

18) **ASSIGNMENT**

In the event that the Company agrees to sell the Gas Distribution System to a third party purchaser, the Company shall comply with Article 11 above. In addition, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the City. The Company agrees that it will provide to the City a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the City with reasonable prior written notice of a sale of the Gas Distribution System to a third party purchaser. The parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the City for all costs including administrative and legal costs relating to providing its consent to the Assignment. ("Municipal Compensation")

The City has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees that the City may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the City, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the City's concern. Should the City not reply within the thirty (30) days, it is agreed that the City will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Board for approval of the sale, it will include in the application any notice received from the City, including the reasons given by the City for withholding its consent. The City shall have the right to make its own submissions to the Board.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Gas Distribution System without the consent of the City, subject to paying the Municipal Compensation for the assignment, and having obtained the Board's approval for the sale of the Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Board approves such sale of the Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Board approval, the Company shall be released from all its liabilities and obligations thereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the City's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the City indicating that it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this Article shall be submitted to the Board for determination.

19) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the City or to the Company as the case may be, at the addresses set forth below:

ATCO Gas and Pipelines Ltd.
7590 Edgar Industrial Drive
Red Deer, Alberta T4P 3R2
Attention: Manager Red Deer District Operations
Fax: (403) 346-8130

The City of Red Deer
Engineering Services Department
P.O. Box 5008
4914 – 48 Avenue
Red Deer, Alberta T4N 3T4
Attention: Engineering Serves Manager
Fax: (403) 342-8211

The date of receipt of any such notice as given above, shall be deemed to be as follows:

(i) In the case of personal service, the date of service;

(ii) In the case of registered mail, the seventh (7^{th}) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7^{th}) day following the date on which normal service is restored;

(iii) In the case of a fax, the date the fax was actually received by the recipient.

20) INTERRUPTIONS OR DISCONTINUANCE OF DELIVERY SERVICE

Subject to its Delivery Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Gas Distribution Service to any Consumer. However, the Company reserves the right to do so for any one of the following reasons:

(i) Where the Company is required to effect necessary repairs or changes to the Gas Distribution System;

(ii) On account of or to prevent fraud or abuse of the Gas Distribution System;

(iii) On account of defective aspects of the Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;

(iv) Where required, under the Terms and Conditions, due to a Consumer's non-payment of gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Gas Distribution Service, it shall notify the City in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Gas Distribution Service, the Company shall provide verbal notice to the City as soon as is practicable in the circumstances.

21) DISPUTE SETTLEMENT

To the extent permitted by law, the Company and City agree that unresolved disputes pertaining to this Agreement, other than those related to the sale of the Gas Distribution System as contemplated in Articles 9, 11(a) and 18 hereof, that pursuant to the terms of this Agreement, are to be submitted to the Board for determination, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either party providing written notice to the other party stating the dispute to be submitted to arbitration. The parties shall attempt to appoint a mutually satisfactory arbitrator within 10 business days of the said notice. In the event the parties cannot agree on a single arbitrator within the 10 business days, each party shall appoint an arbitrator within the 10 business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within 25 business days of written notice for arbitration. If either party fails to appoint an arbitrator within the time set forth above, the arbitrator appointed by the other party shall proceed with the arbitration and the award of such arbitrator shall be final and binding. In the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator within the 25 business day period from the date of delivery of the written notice for arbitration, either party may apply, on ten (10) days written notice to the other, to a Judge of the Court of Queen's Bench of Alberta for the appointment of the third arbitrator. The dispute shall be heard by the arbitrator(s) within 45 business days of the written notice for arbitration unless extended by mutual agreement between the parties. The arbitrator(s) shall render a decision within 20 business days of the last day of the arbitration hearing. Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Board's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the City and the Company shall continue to perform their respective obligations hereunder. The decision of the majority of the arbitrators shall be final and binding.

The Company shall advise the Board of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Board of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the City to the exercise by the Company of those powers which may be exercised by the Company with the consent of the City under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

23) FORCE MAJEURE

If either party shall fail to meet its obligations hereunder within the time prescribed, and such failure shall be caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such party hereunder, but such party shall use its best efforts to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding municipal governments), civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such party, and all of which by the exercise of due diligence of such party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

24) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Board, as revised or amended from time to time by the Board, shall apply to the City.

25) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

26) SEVERABILITY

To the extent permitted by law, any provision of this Agreement which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining portions hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

CITY OF RED DEER

PER: _____

PER: _____

ATCO GAS AND PIPELINES LTD.

PER: _____

PER: _____

SCHEDULE "A"
Core Services

The Company shall provide to the City the following basic services as Core Services:

1) The Company shall deliver natural gas to the Consumers within the Municipal Area in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the Act, any regulations thereto, and any Board Orders.

2) The Company shall install all natural gas facilities required to provide service to the Consumers within the Municipal Area and in accordance with the Terms and Conditions.

3) As required by legislation, the Company shall provide and install all necessary regulators and meters necessary for measuring the natural gas supplied to each Consumer. The point of delivery shall be upon the Consumer's premise, currently at the outlet side of the meter.

4) The Company agrees to collaborate with the City's Fire Department in an effort to mutually develop emergency response procedures relating to natural gas emergencies.

5) The Company shall do all things to Operate and Maintain the Gas Distribution System, including in accordance with all applicable regulations, codes, applicable standards and common industry practices.

6) The Company shall provide twenty-four hour a day "Trouble Service" to investigate any natural gas odor and make safe any suspected gas leak inside or outside the Consumer's premise.

7) The Company will utilize the services of professional engineers who are responsible for designing all natural gas facilities to satisfy all applicable regulatory codes and standards; preparing of necessary work order plans and monitoring the distribution network pressures to ensure that the Company's facilities will satisfy the Consumer's current and future natural gas delivery requirements.

8) The Company shall provide to the City, on request, copies of any and all Gas Distribution Service related written information or reports required to be filed with the Board, with the exception of responses to questions from interveners or the Board related to rate hearings.

9) The Company shall provide to the City, upon request, an annual report on the following standards specific to the City:

i) **System Reliability** - that will be measured by:

- The number of major interruptions to Gas Distribution Service resulting in a loss of service to Consumers;
- The number of Consumers affected by each outage; and
- The average duration of each outage.

ii) **Customer Satisfaction with local Gas Distribution Service** - that will be measured by the number and nature of unresolved local non-rates related customer complaints received by the Company.

- including the Company-wide Call Centre targets and statistics (wait times, abandoned calls, call volumes, etc); and any
- customer complaints received by the Board.

iii) **Public Safety:** that will be measured by:

- the number of customer injuries and/or damages due to Gas Distribution System failure;
- the number of line hits per total locates completed;
- the number of line hits as a result of inaccurate locates;
- the percentage of the area of the City surveyed for leaks and yearly cathodic protection measures;
- the number and nature of calls received from the City and any of its Municipal agencies (including fire department, police department etc.) regarding the Gas Distribution System.

10) The Company shall meet at least annually with the City ensuring that through a mutual exchange of information the City is kept apprised of the Company's construction and upgrading programs planned for the City. The City will advise the Company of any issues relating to the Gas Distribution System that have been addressed by Municipal council.

SCHEDULE "B"
Extra Services

1) After the City requests Extra Services, the Company will provide its applicable operations and maintenance standards for Gas Distribution System field services.

2) If the Company and the City agree that the Company will provide Extra Services requested by the City, the parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.

3) Extra Services shall mean:

[Not Applicable]

4) In consideration for the provision of the Extra Services, the City shall pay to the Company the sum of nil Dollars ($00.00) which if forming part of this Agreement shall be collected as part of the Franchise Fee.

5) Within sixty (60) days of the end of each calendar year, the Company shall provide a written report to the City, outlining the actual performance of the Extra Services provided and the related costs for each service for the City to assess if the performance standards for the Extra Services have been met.

6) In the event the Company breaches any material provision of the Extra Services contract, the City may, at its option, provide written notice to the Company to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Company using its best efforts on a commercially reasonable basis to remedy the breach, the City may give six (6) months notice in writing of the termination of the Extra Services contract to the Company, and unless such breach is remedied to the satisfaction of the City acting reasonably, the Extra Services contract shall terminate.

ATCO Gas

January 23, 2006

Alberta Energy & Utilities Board
10 Floor, 10055 – 106 Street
Edmonton, AB
T5Y 2Y2

Attention: Ms. Becky Torrance

Dear Ms. Torrance:

RE: FRANCHISE RENEWAL AGREEMENT
CITY OF RED DEER

Enclosed, please find an application from the City of Red Deer (City) to renew its natural gas franchise agreement with ATCO Gas and Pipelines Ltd. (ATCO Gas). Also enclosed find the following documentation;

- Bylaw 3356/2006, given first reading on January 16, 2006 and Form of Application.
- ATCO Gas' information in support of the Municipality's application.

The City has chosen to use the template franchise agreement negotiated by the Alberta Urban Municipalities Association and ATCO Gas for use by municipalities in the Province with some minor changes. To assist with your review of the franchise renewal agreement we have also attached a black line version showing all changes. Some of the most notable changes are:

- The addition of definitions "Alignments" and "Service Corridor" to conform to existing utility agreements with the City.
- The changes to Article 12 CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM document current practices between the City and ATCO Gas for approvals, installation and maintenance of Company facilities.

The renewal agreement provides for the application of a franchise fee of 22% in 2006, 25% in 2007 and 29% in 2008. The franchise fee will be calculated on revenue derived from the delivery of natural gas within the franchise area.

ATCO Gas is supportive of the Municipality's application, and will, under separate cover, be requesting an amendment to Riders "A" and "B".

RECEIVED
JAN 25 2006
The City of Red Deer

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10035 - 105 Street, Edmonton, AB T5J 2V6
Tel: (780) 420-7211 Fax: (780) 420-7400
www.atcogas.com
909 - 11 Avenue SW Calgary, AB T2R 1L8
Tel: (403) 245-7110 Fax: (403) 245-7400

For purpose of the publication notice, the City contact will be:

Attention: Mr. Kelly Kloss
City Clerk

City of Red Deer
PO Box 5008
Red Deer, Alberta
T4N 3T4
Phone: (403) 342-8132, Fax (403) 346-6195

For purpose of the publication notice, the Company contact will be:

Attention: Mr. Ron Moisey
Manager, Red Deer District Operations

ATCO Gas and Pipelines Ltd.
7590 Edgar Industrial Drive
Red Deer, Alberta
T4P 3R2
Phone: (403) 357-5233, Fax (403) 346-8130

We trust this will be satisfactory, however, if you have any questions or require any further information please do not hesitate to contact me.

Yours truly,
ATCO GAS AND PIPELINES LTD.

M. K. (Mary) Magee-Perry
Supervisor, Pricing & Contract Services

Attachments

cc: Mr. Kelly Kloss, City Clerk
Mr. Ron Moisey, ATCO Gas
Gary Mullin

SUBMISSION TO THE
ALBERTA ENERGY AND UTILITIES BOARD
OF THE PROVINCE OF ALBERTA
IN SUPPORT OF THE APPROVAL OF THE BOARD
TO A FRANCHISE RENEWAL AGREEMENT
FOR THE SUPPLY OF NATURAL GAS TO
THE CITY OF RED DEER
BY ATCO GAS AND PIPELINES LTD.

The City of Red Deer (Municipality) and ATCO Gas and Pipelines Ltd. (Company) propose to renew their Natural Gas Distribution System Franchise Agreement (Schedule "A") for an additional ten years with respect to the distribution of natural gas within the boundaries of the Municipality upon receiving the approval of the Alberta Energy and Utilities Board.

Information in support of the application by the Municipality is outlined herein.

GAS SUPPLY

The gas supply for the Municipality is connected to the Company's pipeline system and receives its gas supply from Southern Extension transmission system. It is the Company's opinion that there will be an adequate supply of natural gas from this source to serve the Municipality for the term of this Natural Gas Distribution System Franchise Agreement.

As of December 31, 2005 there were a total of 28,164 active customers located within the municipal boundaries of the Municipality. This total is comprised of 25,391 residential, 293 apartments, 2,478 commercial and 2 industrial customers.

A forecast of annual natural gas requirements for the Municipality is as follows:

2006 - 6,613 TJ's
2007 - 6,756 TJ's
2008 - 6,908 TJ's
2009 - 7,058 TJ's

FEASIBILITY

The Municipality is served by the Red Deer Distribution System. Additional distribution facilities are constructed as needed, in accordance with Clause 12 Construction/Maintenance of Gas Distribution System of the Natural Gas Distribution System Franchise Agreement and the Company's Rules and Regulations as approved by the Alberta Energy and Utilities Board.

As of December 31, 2005, the total capital cost of the Company's distribution plant serving the Municipality was $37,853,160. The total accrued depreciation was $14,124,630.

Based on a franchise fee of 17.00%, of the Company's revenues derived from the delivery of natural gas the Municipality received franchise revenues of $1,860,176 in 2005, in lieu of property taxes and fees otherwise payable. The Municipality has decided as part of this application to opt for the receipt of both franchise fee and property taxes. The municipality has decided upon a franchise fee rate of 22.00% in 2006, 25% in 2007 and 29.00% in 2008. The franchise fee will be calculated on the Company's sales and transportation revenue as defined in the Company's Rate Schedules.

The attached table indicates how the proposed changes will impact both the Municipality and the average residential customer using 135 gigajoules per year.

In the event that there are no objections to this application, ATCO Gas and Pipelines Ltd. believes that it would be appropriate for the Alberta Energy and Utilities Board to proceed with this renewal of the franchise agreement without a public hearing.

FINANCIAL

The financial structure of the Company has been provided to and examined by the Alberta Energy and Utilities Board in recent hearings.

GENERAL

The Company considers that the Natural Gas Distribution System Franchise Agreement, including the term thereof, is necessary and proper for the public convenience and properly conserves the public interests.

The Company has provided and is willing to provide all necessary construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require for the term of the Natural Gas Distribution System Franchise Agreement.

The Company considers the facilities for the supply of natural gas to the Municipality under the provisions of the Franchise to be reasonable and sufficient having regard to general circumstances.

The Company considers that having regard to the availability of any other source of supply of natural gas in the area in which the Municipality is situated and to any other circumstances, the entering into the Franchise by the Municipality is to the general benefit of the area directly or indirectly affected thereby.

The Company will apply for any new permits as required under the Water, Gas, Electric Companies Act, before making any installations.

ATCO GAS AND PIPELINES LIMITED
Historic and Forecast Franchise Fee and Property Tax Information for The City of Red Deer

Historic Information	2000	2001	2002	2003	2004	2005	Six Year Average
Franchise Fees - Current Method 17.00% Method A	$1,713,046	$1,487,648	$1,455,472	$1,631,088	$1,653,698	$1,860,177	$1,633,522
Annual Fees - Average Residential Customer Using 135 GJ's per Year	$55.60	$47.83	$44.52	$49.59	$49.40	$53.65	$50.10
Company Delivery Revenue	$10,090,000	$8,642,000	$8,671,000	$9,684,000	$9,764,000	$10,361,160	
Gas Cost Revenue	$20,900,000	$34,304,000	$23,263,000	$37,877,000	$34,545,000	$40,887,750	deemed value
Total	$30,990,000	$42,946,000	$31,934,000	$47,561,000	$44,309,000	$51,248,910	

Forecast Information

Franchise Fee Method "A" %	Forecast 2006 Annual Fee Total ($)	Estimated 2006 Property Tax Total ($)	Forecast 2006 Annual Fee+Tax Total ($)	Forecast 2006 Annual Fee Average Residential ($)	Forecast 2006 Annual Tax Average Residential ($)	Forecast 2006 Annual Fee+Tax Average Residential ($)
17%	$2,071,620	$520,000	$2,591,620	$56.92	$14.29	$71.21
20%	$2,437,200	$520,000	$2,957,200	$66.96	$14.29	$81.25
22%	**$2,680,920**	**$520,000**	**$3,200,920**	**$73.66**	**$14.29**	**$87.95**
25%	**$3,046,500**	**$520,000**	**$3,566,500**	**$83.71**	**$14.29**	**$97.99**
27%	$3,290,220	$520,000	$3,810,220	$90.40	$14.29	$104.69
29%	**$3,533,940**	**$520,000**	**$4,053,940**	**$97.10**	**$14.29**	**$111.39**
31%	$3,777,660	$520,000	$4,297,660	$103.79	$14.29	$118.08
33%	$4,021,380	$520,000	$4,541,380	$110.49	$14.29	$124.78
35%	**$4,265,100**	**$520,000**	**$4,785,100**	**$117.19**	**$14.29**	**$131.47**

Forecast 2006 Company Delivery Revenue ($)		
$12,186,000		
Red Deer has chosen franchise fee and property tax		
2005 Average Residential Customer @ 17.%		$53.65
2006 Average Residential Customer @ 22.%		$73.66
2006 Average Residential Customer Property Tax		$14.29
2006 Proposed Fee & Tax		$87.95
Difference Between 17% and 22% + Tax		$34.30
Average Residential Customer @ 35% + Tax		$131.47
Difference between 22% + Tax vs. 35% + Tax		$43.52

Estimated Property Tax Percent **4.27%**

Franchise Fee Methods and Description
Method "A" Franchise Fee Percent is applied to Company Delivery Revenue and Transportation Revenue.
Method "C" Franchise Fee Percent is applied to Company Delivery Revenue, Transportation Revenue, Gas Cost Revenue and Deemed Value.

Updated January 18, 2006

Item No. 4

Memo

Date: January 9, 2006

To: Kelly Kloss, Legislative and Administrative Manager

From: Howard Thompson, Land & Economic Development Manager and Russell Crook, Land Coordinator

RE: **Request to Exchange part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street)**

Background:

Land and Economic Development have received a request from Hafso Developments Ltd. to exchange a small portion, 990+/- square feet (approximately 0.009 ha) of the above captioned reserve lot, for 5382+/- square feet (approximately 0.05 ha) of adjacent private land to be dedicated as municipal reserve. The exchange is requested in order to provide improved access from 52 Avenue to a proposed condominium development on the adjacent land. The adjustment of the property line will help to preserve some natural vegetation along the Waskasoo Creek Valley. The subject areas are shown on the attached sketch. The current zoning of the parcels, P1 and R2 respectively, will need to be reversed and a report requesting this appears elsewhere on this agenda.

The request was circulated to all affected department managers and subject to the conditions outlined below in the recommendation, there are no objections to the proposed exchange of lands.

This matter will be presented to the Environmental Advisory Board on January 26th with a recommendation to offer no objection to the exchange.

The purchase has requested that this exchange of land be contingent on development approval being granted for the residential condominium development. Any issues regarding development setback from the escarpment will be dealt with as part of that approval.

Financial implications

The request is for an exchange of land only with no money to change hands. The City will obtain 5382+/- square feet of private land in natural condition in exchange for only 990+/- square feet. In addition some of the land the City is exchanging will be subject to an access right of way for a pathway to be relocated as outlined in the recommendations below.

/2.

Memo

Recommendation:

That City Council approves the disposal and exchange of Municipal Reserve described as;

> "All that portion of Lot 19MR, Block 7, Plan 832 2210 lying within Plan _____ and containing 0.005 ha., more or less". Excepting thereout all mines and minerals.

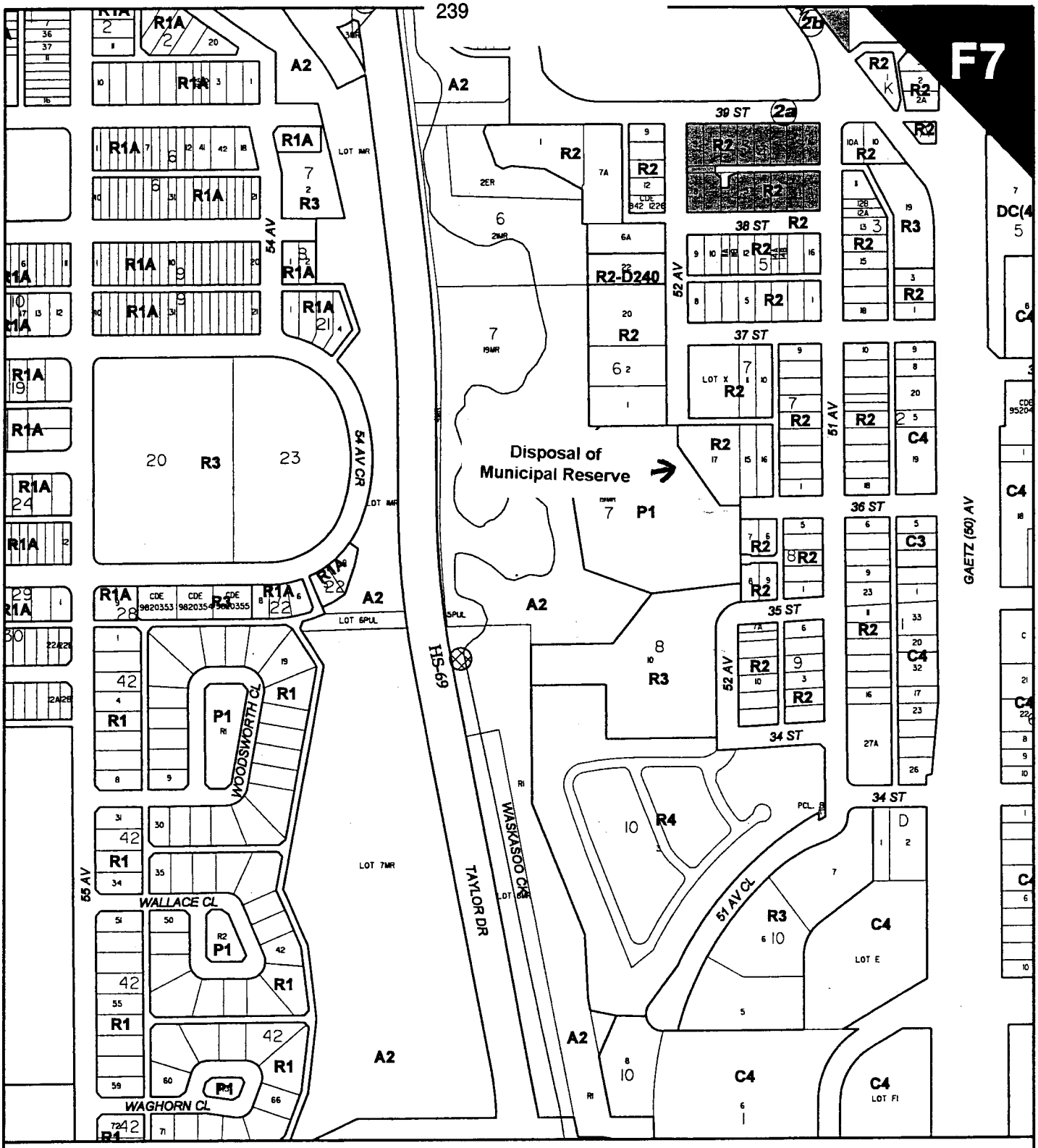
Subject to the following conditions:

1. Approval of a development permit for the proposed condominium project.
2. That the Developer dedicate 5382+/- square feet from the adjacent Lot 17, Block 7, Plan 812 0119 to municipal reserve as shown on the attached sketch.
3. That the lands subject to the reserve closure and the Developer's lands; Lot 17, Block 7, Plan 812 0019 and lots 15 and 16, Block 7 Plan 6564ET be consolidated under one title.
4. The provision of an appropriate right of way and the relocation of the existing paved city pathway (this pathway forms part of The City's overall trail system) to the satisfaction of the Recreation Parks and Culture Department at the Developer's expense.
5. The Developer provides a right of way to protect an existing storm main to the satisfaction of the Public Works Department.
6. That the Developer be responsible for all costs associated with advertising for the required public hearing and legal survey regardless of the outcome of this request or the development application.
7. Approval for rezoning of this land from P1 to R2 and from R2 to P1 for the land to be dedicated by the Developer.

Russell Crook
Land Coordinator

Howard Thompson
Land & Economic Development Manager

Attach.



Part Six of the Bylaw outlines the Land Use District Definitions

refer to the Index Map for the Legend

NORTH
Scale 1:5,000

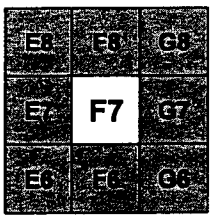
© The City of Red Deer, Engineering Department

The City of Red Deer

Land Use Bylaw 3156/96

Amendments to NE¼ Sec 08

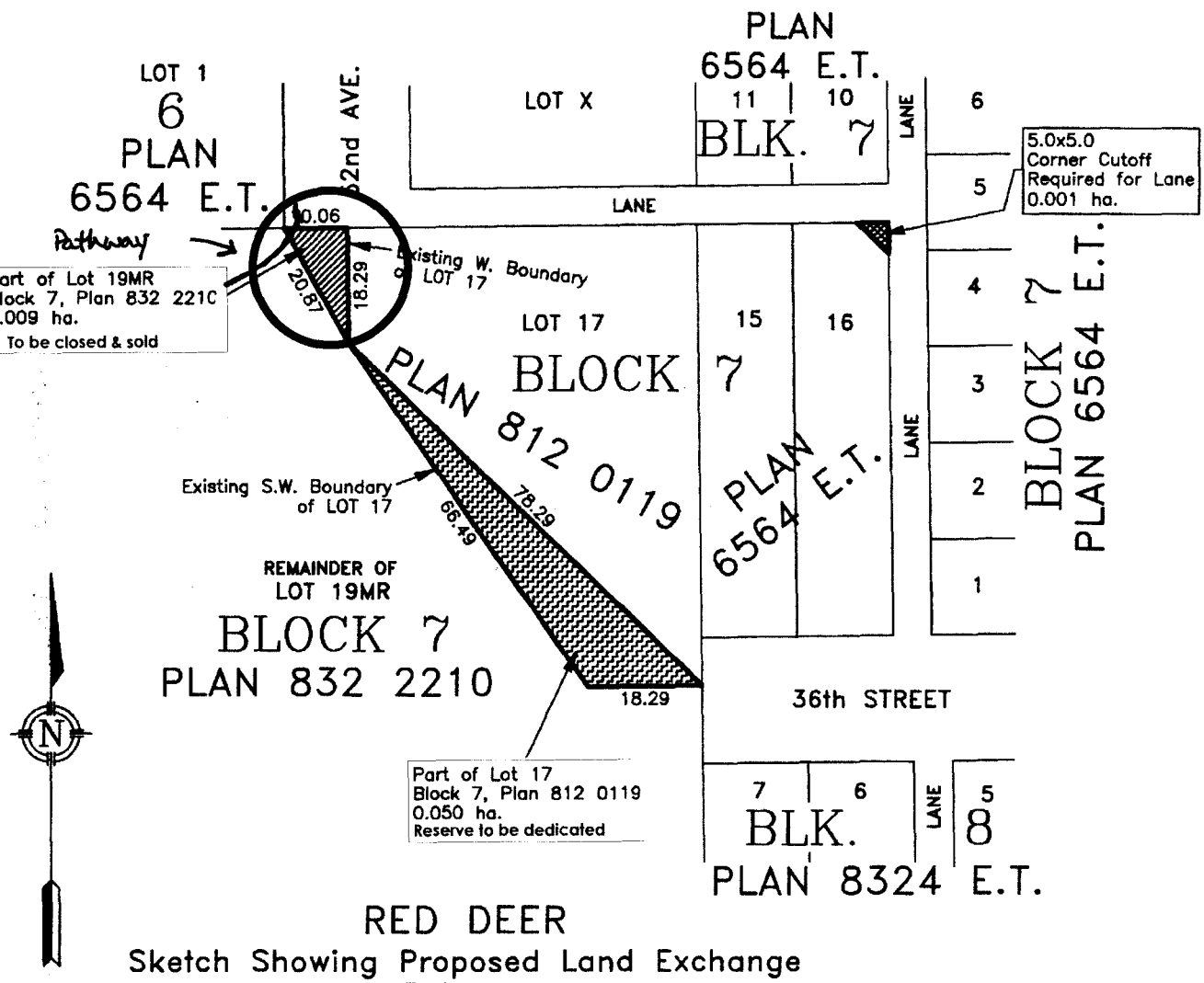
3156 / DD-97	*Nov 17, 1997*
3156 / G-2002	*June 17, 2002*
3156 / MM-2003	*Sept 8, 2003*
3156 / A-2004	*Feb 23, 2004*
3156 / Z-2004	*Sept 7, 2004*



NE¼ Sec 08
Twp 38- Rge 27 - W4th

see reverse for additional constraints

printed on December 06, 2004



RED DEER

Sketch Showing Proposed Land Exchange Between BRAVA CONDOMINIUM and the CITY OF RED DEER in the N.E.1/4 SEC.8–38–27–4

SCALE = 1: 1000

BY: DOUGLAS J. RUTHERFORD A.L.S.

0 10 20 40 60 80 100 Metres

LEGEND & NOTES

LAND REQUIRED BY: BRAVA CONDOMINIUM
PART OF LOT 19MR, BLOCK 7, PLAN 832 2210 IS SHADED THUS
AND CONTAINS 0.009 ha.

LAND TO BE TRANSFERRED TO: THE CITY OF RED DEER
PART OF LOT 17, BLOCK 7, PLAN 812 0119 IS SHADED THUS
AND CONTAINS 0.050 ha.

PART OF LOT 16, BLOCK 7, PLAN 6564 E.T. IS SHADED THUS
AND CONTAINS 0.001 ha.

MEASUREMENTS ARE BASED ON THEORETICAL PLAN DIMENSIONS AND ARE SUBJECT TO CHANGE.

RED DEER Ph.343-1255
SHELL & OSLUND
SURVEYS

DECEMBER 9, 2005
JOB No.:544–041

THE CITY OF Red Deer

Hafso

LEGEND

Labels
Contours
Base
2004 Ortho Image

RedGIS

2006/01/09
Scale 1 : 1000

The City of Red Deer does not guarantee the accuracy of the information.
Data to be used as information only.

Alberta 1Call (1.800.242.3447) shall be

PARKLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: January 9, 2006

TO: Kelly Kloss, Legislative and Administrative Services Manager

FROM: Martin Kvapil, Planning Assistant

RE: Land Use Bylaw Amendment No. 3156/A-2006
Block 7, Plan 832 2210
52nd Avenue at 36th Street

Proposal

The City has been asked by Hafso Developments to remove the municipal reserve designation on a portion of land noted on the attached maps and rezone this land to R2 Residential (Medium Density) District and a portion of undeveloped residential land to P1 Parks and Recreation District.

As part of a land exchange with the developer, the proposed rezoning is being sought concurrently with a municipal reserve disposal bylaw. Upon successful MR disposal and rezoning, the subject portions of land should be consolidated with adjacent parcels in order to ensure compliance with the Land Use Bylaw.

Upon successful exchange of land, an existing, paved, City pathway would be contained within the private lands. This pathway forms part of the City's overall trail system. In order to allow for public access and use of this pathway, an appropriate right-of-way or easement would be required to accommodate it. Depending on the exact location of the path and the site design of any future residential development, relocation of the pathway may also be required. Any such relocation should be in consultation with Recreation, Parks and Culture, and any cost should be borne by the developer.

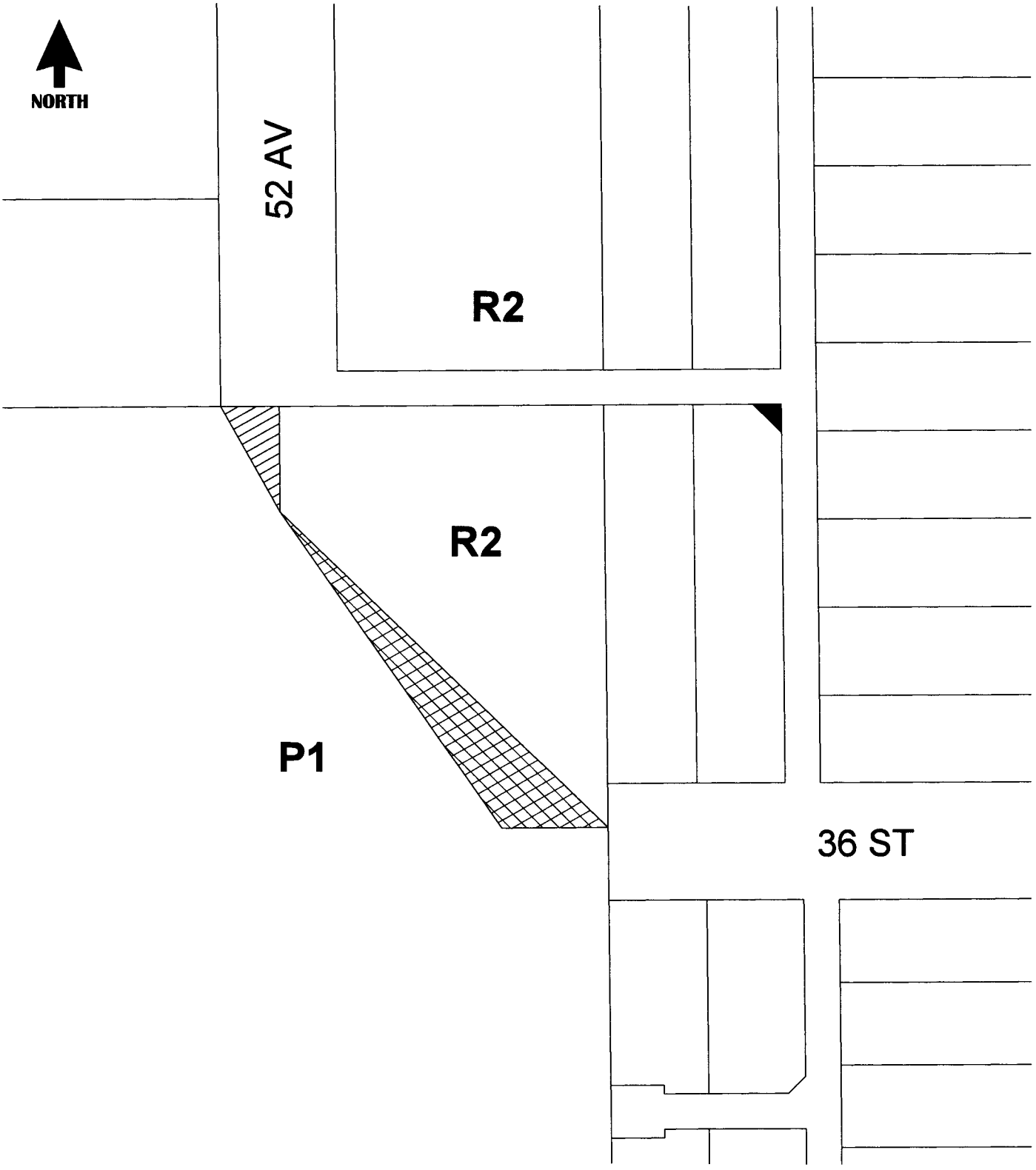
Staff Recommendation

Subject to first reading of the applicable municipal reserve disposal bylaw, it is recommended that City Council proceed with first reading of Land Use Bylaw Amendment 3156/A-2006.

Martin Kvapil
PLANNING ASSISTANT

Attachments

The City of Red Deer *PROPOSED LAND USE BYLAW AMENDMENT*



Change from :
P1 to R2
R2 to P1
R2 to Road

AFFECTED DISTRICTS:
P1 - Parks and Recreation District
R2 - Residential (Medium Density) District

MAP No. 1 / 2006
BYLAW No. 3156 / A - 2006

THE CITY OF
Red Deer
Legislative & Administrative Services

Date: **December 14, 2005**

To: **Legislative & Administrative Services Manager**

From: **Recreation & Parks Board**

Re: **Proposal to Swap Municipal Reserve (Lot 19MR, Block 7 Plan 832-2210) for Residential Medium Density (Lot 17, Block 7, Plan 812-0019)**

At the December 13, 2005 Recreation & Parks Board meeting members reviewed a report from the Community Development & Planning Coordinator dated December 12, 2005 regarding a proposal to swap approximately 0.0009 hectares of Municipal Reserve Land (Lot 19MR, Block 7 Plan 832-2210) for approximately 0.005 hectares of Residential Medium Density Land (Lot 17, Block 7, Plan 812-0019). The following motion was passed.

> "***Resolved*** that the Recreation & Parks Board recommend that Council of the City of Red Deer support that approximately 0.0009 hectares of Municipal Reserve (a portion of Lot 19MR, Block 7 Plan 832-2210) be traded for approximately 0.005 hectares of Residential Medium Density Land (a portion of Lot 17, Block 7, Plan 812-0019) and that the 0.005 hectares be rezoned to Parks and Recreation District (P1) and incorporated into the adjacent parkland."

The above is submitted for Council's consideration.

for Kristine Dugas, Chairperson
Recreation & Parks Board

/lk

c Recreation, Parks & Culture Manager
Community Development & Planning Coordinator

Comments:

We agree with the recommendations of Administration. Public Hearings would be held on Monday, February 13, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Fax: (403) 340-0586

Mr. Ches Hafso
Hafso Developments Ltd.
#1, 7439 – 49 Avenue Crescent
Red Deer, AB T4P 1X6

Dear Mr. Hafso:

Re: Request to Exchange Part of Municipal Reserve Lot 19MR, Block 7, Plan 892 2210 (South of 52nd Avenue Near 36th Street)
Land Use Bylaw Amendment 3156/A-2006
Block 7, Plan 832 2210

Red Deer City Council gave first reading to *Land Use Bylaw Amendment 3156/A-2006* at the City of Red Deer's Council Meeting held Monday, January 16, 2006. For your information a copy of the bylaw is attached.

Land Use Bylaw Amendment 3156/A-2006 provides for the rezoning of land disposed of from P1 Parks and Recreation District to R2 Residential (Medium Density) District . A portion of undeveloped residential land will be rezoned from R2 Residential (Medium Density) District to P1 Parks and Recreation District. This rezoning is in conjunction with a land exchange and disposal of municipal reserve in order to provide improved access from 52nd Avenue to a proposed condominium development.

Council also passed the following resolutions regarding the exchange of land and Disposal of Municipal Reserve:

. . .2/

"Resolved that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager and Land Coordinator, dated January 9, 2006, re: Request to Exchange part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street) hereby agrees to the exchange subject to the following conditions:

1) Approval of a development permit for the proposed condominium project.
2) That the Developer dedicates 5,382 +/- square feet from the adjacent Lot 17, Block 7, Plan 812 0119 to municipal reserve as shown on the attached sketch.
3) That the lands subject to the reserve closure and the Developer's lands; Lot 17, Block 7, Plan 812 0019 and lots 15 and 16, Block 7, Plan 6564 ET be consolidated under one title.
4) The provision of an appropriate right of way and the relocation of the existing paved city pathway (this pathway forms part of The City's overall trail system) to the satisfaction of the The City at the Developer's expense.
5) The Developer provides a right of way to protect an existing storm main to the satisfaction of The City.
6) That the Developer be responsible for all costs associated with advertising for the required public hearing and legal survey regardless of the outcome of this request or the development application.
7) Approval for rezoning of this land from P1 Parks and Recreation District to R2 Residential (Medium Density) District and from R2 Residential (Medium Density) District to P1 Parks and Recreation District for the land to be dedicated by the Developer."

. . .3/

"***Resolved*** that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager and Land Coordinator, dated January 9, 2006, re: Request to Exchange part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street) hereby agrees that the following resolution be considered at the Council Meeting of Monday, February 13, 2006:

> "***Resolved*** that Council of the City of Red Deer, having considered the report from the Land & Economic Development Manager and Land Coordinator, dated January 9, 2006, re: Request to Exchange part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street) hereby agrees to the disposal of municipal reserve lands described as:
>
> > "All that portion of Lot 19MR, Block 7, Plan 832 2210 lying within Plan _____and containing 0.005 ha., more or less."
> > Excepting thereout all mines and minerals."

Council must hold Public Hearings before giving second and third readings to the bylaw and disposal of municipal reserve. This office will now advertise for the Public Hearings to be held on Monday, February 13, 2006 at 7:00 p.m. in Council Chambers of City Hall during Council's regular meeting.

According to the *Land Use Bylaw*, the City requires a deposit before public advertising. An amount equal to the estimated cost of advertising, which in this instance is $400, is required by Wednesday, January 25, 2006. You will be invoiced for or refunded the difference once the actual cost of advertising is known.

Please contact Mr. Howard Thompson, Land & Economic Development Manager, at 342-8364 , if you have any questions.

Sincerely,

Kelly Kloss
Manager

c Parkland Community Planning Services
R. Crook, Land & Economic Development
C. Adams, Administrative Assistant

BYLAW NO. 3156/A-2006

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, ENACTS AS FOLLOWS:

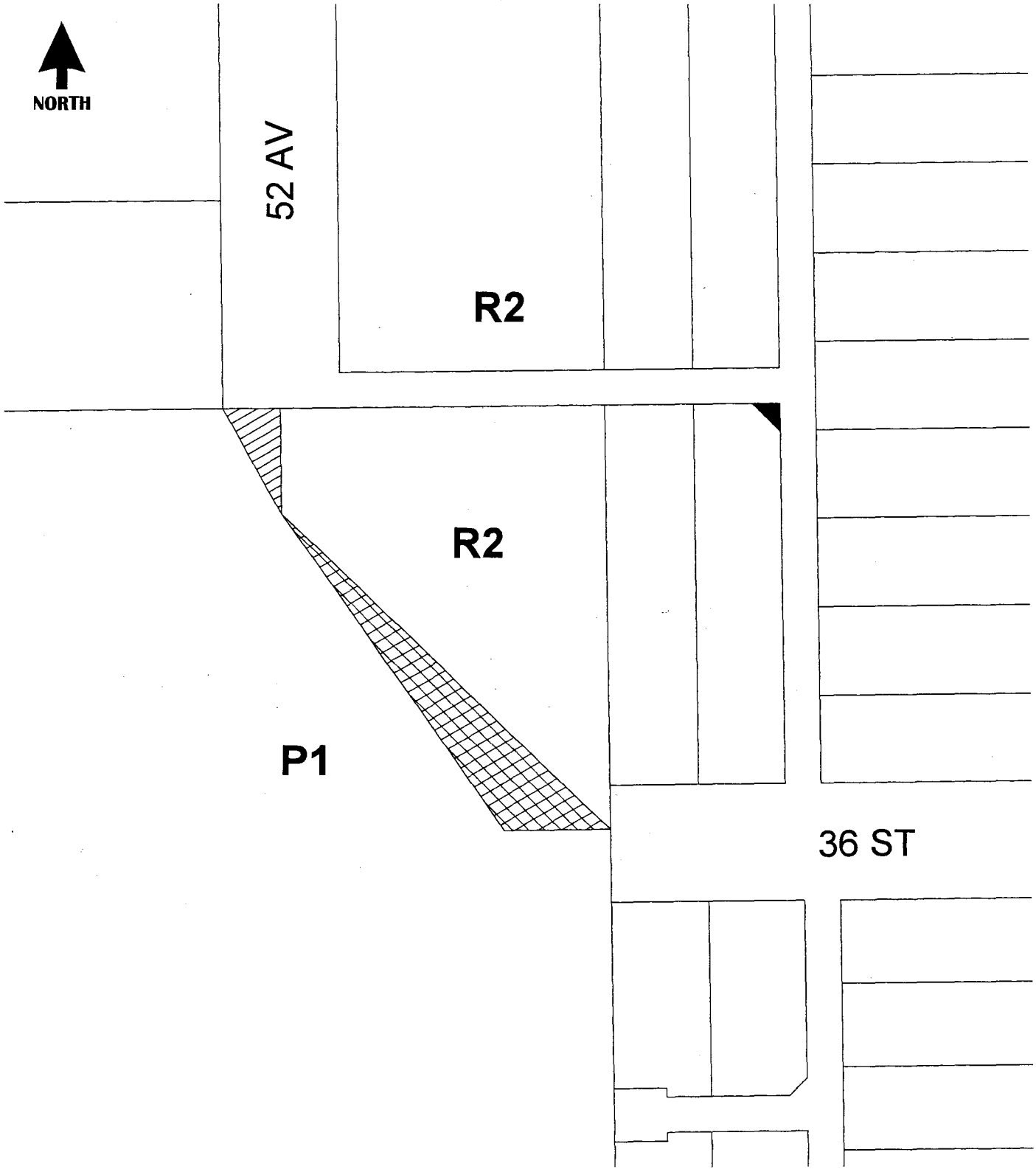
1. That "Use District Map F7" contained within "Schedule B" of the Land Use Bylaw is hereby amended in accordance with Land Use District Map No. 1/2006 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this	16th	day of	January	2006.
READ A SECOND TIME IN OPEN COUNCIL this		day of		2006.
READ A THIRD TIME IN OPEN COUNCIL this		day of		2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of		2006.

MAYOR

CITY CLERK

The City of Red Deer *PROPOSED LAND USE BYLAW AMENDMENT*



Change from :

P1 to R2

R2 to P1

R2 to Road

AFFECTED DISTRICTS:

P1 - Parks and Recreation District

R2 - Residential (Medium Density) District

MAP No. 1 / 2006

BYLAW No. 3156 / A - 2006

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Howard Thompson, Land & Economic Development Manager**
Russell Crook, Land Coordinator
Martin Kvapil, Parkland Community Planning Services

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Request to Exchange Part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street**
Land Use Bylaw Amendment 3156/A-2006
Block 7, Plan 832 2210

Reference Report:
Land & Economic Development Manager, dated January 9, 2006 and Parkland Community Planning Services, dated January 9, 2006

Resolutions:

"*Resolved* that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager and Land Coordinator, dated January 9, 2006, re: Request to Exchange part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street) hereby agrees to the exchange subject to the following conditions:

1) Approval of a development permit for the proposed condominium project.
2) That the Developer dedicates 5,382 +/- square feet from the adjacent Lot 17, Block 7, Plan 812 0119 to municipal reserve as shown on the attached sketch.
3) That the lands subject to the reserve closure and the Developer's lands; Lot 17, Block 7, Plan 812 0019 and lots 15 and 16, Block 7, Plan 6564 ET be consolidated under one title.
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5) The Developer provides a right of way to protect an existing storm main to the satisfaction of The City.
6) That the Developer be responsible for all costs associated with advertising for the required public hearing and legal survey regardless of the outcome of this request or the development application.

. . .2/

7) Approval for rezoning of this land from P1 Parks and Recreation District to R2 Residential (Medium Density) District and from R2 Residential (Medium Density) District to P1 Parks and Recreation District for the land to be dedicated by the Developer."

"***Resolved*** that Council of the City of Red Deer having considered the report from the Land & Economic Development Manager and Land Coordinator, dated January 9, 2006, re: Request to Exchange part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street) hereby agrees that the following resolution be considered at the Council Meeting of Monday, February 13, 2006:

> "***Resolved*** that Council of the City of Red Deer, having considered the report from the Land & Economic Development Manager and Land Coordinator, dated January 9, 2006, re: Request to Exchange part of Municipal Reserve Lot 19MR, Block 7, Plan 832 2210 (South of 52nd Avenue near 36th Street) hereby agrees to the disposal of municipal reserve lands described as:
>
> > "All that portion of Lot 19MR, Block 7, Plan 832 2210 lying within Plan _____and containing 0.005 ha., more or less." Excepting thereout all mines and minerals."

Bylaw Readings:
Land Use Bylaw Amendment 3156/A-2006 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes
Public Hearings will be held on Monday, February 13, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

. . .3/

Comments/Further Action:

Land Use Bylaw Amendment 3156/A-2006 provides for the rezoning of land disposed of from P1 Parks and Recreation District to R2 Residential (Medium Density) District . A portion of undeveloped residential land will be rezoned from R2 Residential (Medium Density) District to P1 Parks and Recreation District. This rezoning is in conjunction with a land exchange and disposal of municipal reserve in order to provide improved access from 52nd Avenue to a proposed condominium development. This office will now proceed with the advertising for the Public Hearings. The developer, Hafso Developments Ltd., will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager

/chk
attchs.

c Director of Development Services
Inspections & Licensing Manager
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3156/A-2006

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, ENACTS AS FOLLOWS:

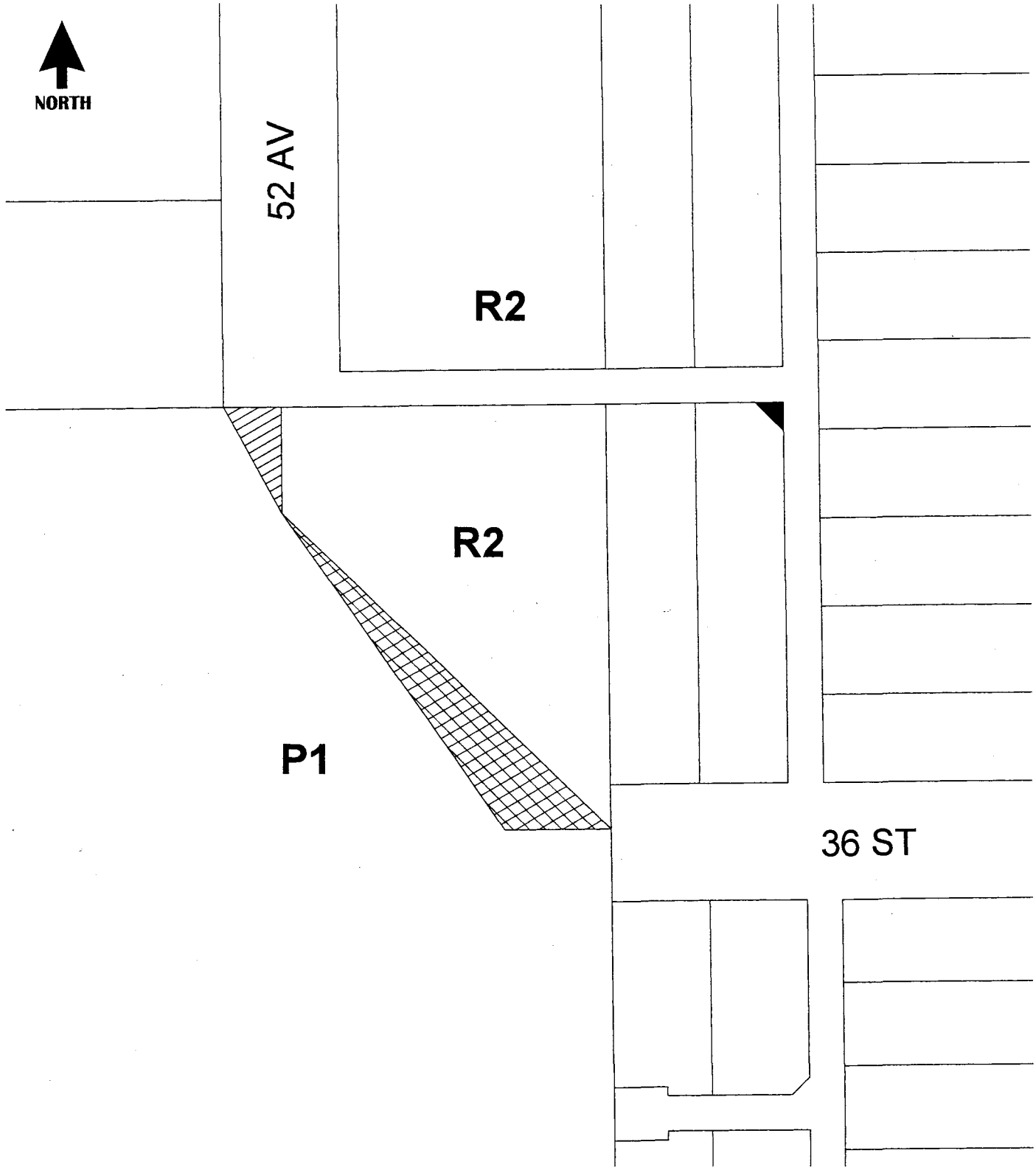
1. That "Use District Map F7" contained within "Schedule B" of the Land Use Bylaw is hereby amended in accordance with Land Use District Map No. 1/2006 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this	16th	day of	January	2006.
READ A SECOND TIME IN OPEN COUNCIL this		day of		2006.
READ A THIRD TIME IN OPEN COUNCIL this		day of		2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of		2006.

MAYOR

CITY CLERK

The City of Red Deer *PROPOSED LAND USE BYLAW AMENDMENT*



Change from :

P1 to R2

R2 to P1

R2 to Road

AFFECTED DISTRICTS:

P1 - Parks and Recreation District

R2 - Residential (Medium Density) District

MAP No. 1 / 2006

BYLAW No. 3156 / A - 2006

...KLAND
COMMUNITY
PLANNING
SERVICES

Suite 404, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570
e-mail: pcps@pcps.ab.ca
www.pcps.ca

DATE: **January 10, 2006**

TO: **Kelly Kloss, Legislative & Administrative Services Manager**

RE: **Land Use Bylaw Amendment 3156/B-2006**
Offence Provisions & Schedule E

Enclosed for Council's consideration is a draft Bylaw amendment which proposes to add offence provisions to the Land Use Bylaw.

Background

One of the ongoing tasks of the Inspections and Licensing department is to ensure that property owners comply with the provisions of the Land Use Bylaw. The main enforcement mechanism currently is for the City to issue Stop Orders pursuant the Municipal Government Act ("MGA") for illegal developments and/or developments undertaken contrary to development approvals and decisions issued by the Development Authority. If Stop Orders are not complied with, the MGA allows application to the Courts whereby a judge can issue an injunction order that is tailor-made to suit the needs of the case. This entire Stop Order/injunction process can be time-consuming, complex and costly.

A breach of the Land Use Bylaw is also an offence under the MGA, so it is possible to lay charges under the provincial statute. However, this also is not a very effective or timely solution for the City for the following reasons:

(a) Offences under the MGA are generic, not targeted to specific types of breaches of the Bylaw. As a result, property owners are generally not aware of what specific acts may be a breach of the Bylaw.

(b) Exact fines are not specified under the MGA, instead there is a wide range of penalties that can be imposed in the discretion of the judge, regardless of what the specific offence is. This leads to uncertainty as to what might occur upon conviction and does not allow for the penalty to be tailored to the specific offence.

(c) The prosecution of offences under provincial statutes is the responsibility of the Provincial Crown, so the City has no direct control over prosecutions the way it does with its own bylaws.

City bylaw enforcement staff feel that it would be very helpful if they had the option of offence provisions as another tool available to aid in enforcement of the Land Use Bylaw. Although the Land Use Bylaws of most other municipalities do have offence provisions, the City of Red Deer's Land Use Bylaw does not. City Administration recommends that Council consider passing the attached amendment to the Land Use Bylaw to add offence provisions. This amendment includes a new *Section 31.5 Offences and Penalties* and the addition of *"Schedule E"* to the Land Use Bylaw in which certain specific offences have been highlighted and specific penalties have been suggested.

These offence provisions will target some of the most common enforcement problem areas under the Land Use Bylaw (e.g. development without a permit, illegal signs, commercial vehicles parked in residential areas, temporary buildings with no permit, etc.), provide an effective remedy for City Bylaw enforcement staff, provides an effective deterrent against bylaw contravention and allows for cost recovery of City staff time and resources.

Overview of Offences Bylaw Provisions

The proposed amendment makes any breach of the Land Use Bylaw an offence. The penalties set out in Schedule "E" are designed to provide for a minimum penalty with significant escalation of penalties for second and third offences. The highest penalties are reserved for intentional and repeated breached of the bylaw.

The Bylaw also lists a number of specific additional offences including:

(a) failure to comply with the terms of a development permit;
(b) failure to comply with a Stop Order or other order under the Land Use Bylaw; and
(c) obstructing a Bylaw Officer in the performance of his or her duty under the Bylaw.

Recommendation

That City Council proceed with first reading of Land Use Bylaw amendment 3156/B-2006.

Tony Lindhout, ACP, MCIP
City Planning Manager

c. Paul Meyette, Inspections & Licensing Manager
Don Simpson, City Solicitor

attachment

Comments:

We agree with the recommendations of Parkland Community Planning Services that Council proceed with first reading of the Land Use Bylaw Amendment. A Public Hearing would be held on Monday, February 13, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Tony Lindhout, Parkland Community Planning Services**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Land Use Bylaw Amendment 3156/B-2006**
Offence Provisions & Schedule "E"

Reference Report:
Parkland Community Planning Services, dated January 10, 2006

Bylaw Readings:
Land Use Bylaw Amendment 3156/B-2006 was given first reading. A copy of the bylaw is attached.

Report Back to Council: Yes
A Public Hearing will be held on Monday, February 13, 2006 at 7:00 p.m. in Council Chambers, during Council's regular meeting.

Comments/Further Action:
Land Use Bylaw Amendment 3156/B-2006 adds offence provisions to the Land Use Bylaw and the penalties will be outlined in Schedule "E". Some offence provisions will target the following: development without a permit, illegal signs, commercial vehicles parked in residential areas, and temporary buildings with no permit, etc. This office will now proceed with the advertising for a Public Hearing. The City will be responsible for the advertising costs in this instance.

Kelly Kloss
Manager

/chk
attchs.

c Director of Development Services
Land & Economic Development Manager
Inspections & Licensing Manager
C. Adams, Administrative Assistant
T. Edwards, Clerk Steno

BYLAW NO. 3156/B-2006

Being 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 ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended as follows:

1 By adding the following new section 35.1:

"35.1 OFFENCES AND PENALTIES

(1) No person shall:

(a) fail to comply with a development permit or subdivision approval or conditions forming part thereof;

(b) fail to comply with an order under section 545, 546, 551, 567 or 645;

(c) fail to comply with a decision of the subdivision and development appeal board;

(d) obstruct or hinder any person in the exercise or performance of the person's powers under this bylaw; or

(b) make use of land in a manner contrary to the provisions of this Bylaw.

(2) A person who contravenes or fails to comply with any provision of this Bylaw is guilty of an offence and is liable upon summary conviction to the specified penalty set out in Schedule "E", or in the case of an offence for which there is no specified penalty, to a fine of not less than $250.00 and not more than $10,000 or to imprisonment for not more than one year, or to both fine and imprisonment.

(3) Where a Bylaw Officer reasonably believes that a person has contravened any provision of this Bylaw, the Bylaw Officer may, in addition to any other remedy at law, serve upon the person a violation ticket, in the form provided under the Provincial Offences Procedures Act, allowing payment of the specified penalty for the particular offence as provided in Schedule "E" of this Bylaw, and the recording of such payment by the Provincial Court of Alberta shall constitute acceptance of a guilty plea and the imposition of a fine in the amount of the specified penalty.

(4) Where a person is convicted of a second, third or subsequent offence under a particular section of this Bylaw, and where that offence has occurred within 12 months after the date of the occurrence of the first offence under that section of this Bylaw, the specified penalties applicable upon conviction for such second, third or subsequent offence shall be the amount set out in columns two and three, respectively, of Schedule "E".

(5) This section shall not prevent any Bylaw Officer from issuing a violation ticket requiring a court appearance of the defendant, pursuant to the provisions of the Provincial Offences Procedures Act, or from laying an information in lieu of issuing a violation ticket.

(6) A Bylaw Officer who believes on reasonable grounds that a sign is not authorized pursuant to this Bylaw may remove and impound the sign:

(a) in the case of a sign for which a permit is issued, after 7 days notice to the sign permit holder, delivered to the address shown on the sign permit; or

(b) in the case of a sign for which no permit has been issued, without prior notice to any person.

(7) Notwithstanding subsection (6), a Bylaw Officer may not remove a sign which is located in or upon or which is affixed to a building without either the consent of the owner of the building, the consent of the owner of the sign or a court order.

(8) Following the impounding and removal of a sign, the Development Officer for the City shall cause a notice to be sent to the owner of the sign (if known) or to the owner of the premises from which the sign is removed, advising of the removal. The owner of the sign may secure its release from impound upon payment in full of all applicable impounding and storage charges at the rates specified in Schedule "E" of this Bylaw.

(9) An impounded sign which has not been redeemed within 60 days of the date of service of notice as specified in subsection (8), may be disposed of by the City without further notice to any person and without any liability to compensate the owner of the sign.

2 Sections 59 to 61 of Schedule "D" are deleted.

3 In all other respects, Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this 16th day of January 2006.

READ A SECOND TIME IN OPEN COUNCIL this day of 2006.

READ A THIRD TIME IN OPEN COUNCIL this day of 2006.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2006.

MAYOR

CITY CLERK

SCHEDULE "E"

SPECIFIED PENALTIES FOR OFFENCES UNDER LAND USE BYLAW

Description of Offence	First Offence	Second Offence	Third or Subsequent Offence
Schedule "D" Section 3 - Displaying a Sign without a required permit	$500.00	$1,000.00	$5,000.00
Schedule "D" - Displaying a Sign in contravention of this Bylaw	$500.00	$1,000.00	$5,000.00
Displaying a Sign in contravention of the conditions of a development permit	$500.00	$1,000.00	$5,000.00
Section 8 (1) Commence Development Without Permit	$500.00	$1,000.00	$5,000.00
Section 40 (1) or (2) Breach restrictions on corner sites	$150.00	$250.00	$500.00
Section 44 Commercial vehicle in residential district	$150.00	$250.00	$500.00
Section 45 (a), (b) or (c) Commercial vehicle/trailers in a front yard or store dilapidated vehicle	$150.00	$250.00	$500.00
Section 47 (1) Permit living or sleeping in trailer	$150.00	$250.00	$500.00
Section 58 (1) (a) or (b) Construct temporary building without permit or contrary to Bylaw	$200.00	$400.00	$600.00
Section 62 (1) or (3) Accessory building contrary to Bylaw	$150.00	$250.00	$500.00

IMPOUNDING AND STORAGE CHARGES

Item	Authorized Charge
Impounding of signs	$100.00 per sign
Storage of signs: less than or equal to 1.5 m^2	$3.00 per sign per day
Storage of signs: greater than 1.5 m^2	$5.00 per sign per day

Item No. 6

THE CITY OF Red Deer

Legislative & Administrative Services

DATE: **December 30, 2005**

TO: **City Council**

FROM: **Legislative & Administrative Services Manager**

SUBJECT: **Downtown Business Association's 2006 Budget**

History

In 1984 Council received a request from businesses located in the Downtown area to establish a Business Revitalization Zone (BRZ) in accordance with the Municipal Government Act. Based on this request and input from the downtown businesses, Council agreed to establish this zone. The Downtown Business Association's Board of Directors is responsible for the management of this zone, including preparation and administration of its budget.

Although this Board operates autonomously from The City of Red Deer, we are linked in the following ways:

1. Council appoints the members of the Board.

2. The BRZ budget is approved by Council.

3. Any changes to the BRZ Bylaw, including its boundaries, must be approved by Council.

4. The City completes the business assessment, invoices and collects the BRZ Tax for the Board. These invoices are sent out in February of each year to every person assessed for business purposes in the BRZ. The due date for payment is always March 31st.

...2/

Consultation

In early December 2005, the Legislative & Administrative Services office received the Downtown Business Association's Budget for 2006. In accordance with Council's previous resolution, individual notices were mailed to every person assessed for business purposes within this zone, stating that on January 16, 2006 at 7:00 p.m., Council will:

1. Consider written or verbal presentations concerning this budget.

2. Consider approval of the budget following any presentations.

Financial Implications

The report and budget from the Downtown Business Association outlines the financial implications of approving this budget. If approval of this budget is received, an amendment to the BRZ Tax Bylaw would come forward to Council at a future meeting.

Recommendations

That following any presentations, Council consider the approval of the 2006 BRZ Budget.

Kelly Kloss
Manager

/chk
attach.

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

December 12, 2005

BILL HALDANE APPRAISALS LTD
106 4711 51 AVE
RED DEER AB T4N 6H8

Dear Sir/Madam:

Re: Downtown Business Association – 2006 Budget
Request for Your Comments

History

In 1984, businesses in the downtown formed a Business Revitalization Zone (BRZ) with a mission statement to guide the progress of Red Deer's central business district to provide a healthy atmosphere of business development and social and cultural improvements.

There are over 500 businesses located within this zone whose boundaries are shown on the attached map. The BRZ is governed by the Downtown Business Association Board of Directors who manage within the regulations set by Provincial legislation and empowered by Municipal law.

2006 BRZ Budget

To comply with Provincial legislation, each year the Downtown Business Association (DBA) must present a budget for the BRZ to City Council for approval. This budget, if approved, will be used as the basis for the BRZ tax that members pay. Before Council considers this budget we want to give you, as a member of the Association, an opportunity to provide Council with your comments about this budget. The 2006 Downtown Business Association budget is attached for your review.

Comments can be communicated to Council by:

1. Sending a letter to: Red Deer City Council
   c/o Legislative & Administrative Services Manager
   Box 5008, Red Deer, AB T4N 3T4
   Deadline: **Tuesday, January 3, 2006**

2. Emailing Council at: legislativeservices@reddeer.ca

...Page 2

3. Attending and speaking at the Public Hearing scheduled for **Monday, January 16, 2006**, at 7:00 p.m. in Council Chambers, 2nd floor, City Hall (access through west, Park side, City Hall doors). Letters can also be submitted at the Public Hearing.

Comments submitted will be placed on the open agenda of Council and will be available to the public.

Other DBA Reports

In addition to the 2006 BRZ Budget, the Association has included the following reports for your reference:

- 2005 Annual Report
- 2004 Financial Statements

For additional information, or should you have any questions, please contact:

Regarding the Budget:

- Downtown Business Association at (403) 340-8696 or email at info@experiencedowntownreddeer.com

Regarding the Council Meeting:

- Legislative & Administrative Services Manager at (403) 342-8132 or email at legislativeservices@reddeer.ca

Sincerely,

Kelly Kloss
City Clerk

/attach.

c. Director of Corporate Services
City Assessor
Tax Collector

Experience... Downtown Red Deer

Downtown Business Association Membership 253
Business Revitalization Zone
Attention: Owner/ Operator

Dear Membership;

RE: 2006 DOWNTOWN BUSINESS ASSOCIATION BUDGET

We are your Downtown Business Association (DBA) and are dedicated to the growth and prosperity of Red Deer's Downtown ... the heart of city.

The DBA is a not-for-profit organization operating on behalf of all businesses in your neighborhood, the BRZ. We deal with issues such as cleanliness, parking, promotion and safety.

The DBA represents more than 500 businesses in the BRZ. The '2005 City of Red Deer Census' indicates over 8,000 people are employed in the BRZ and over 3,500 reside in the BRZ. We are a unique and diverse community.

We strive to be responsible to our membership and accordingly, create a yearly operational plan that addresses current issues and requests. We enhance, promote and protect the Downtown businesses community for the common good of our members.

For your review, attached are the 2005 Annual Report, 2006 proposed Budget, 2006 Board of Directors listing, and BRZ Map.

The DBA is proud of what we have accomplished thus far and looks forward to working in partnership with the membership to achieve future improvements in Downtown.

To ensure you are up to date with what's happening downtown by visit the web site often at www.experiencedowntownreddeer.com. If you are not receiving DBA information by fax or email, or would like to change any pertinent contact information, please contact the office at 340.8696 or email info@experiencedowntownreddeer.com.

We appreciate your comments; please feel free to contact any of your Directors!

Best regards,

Sonia Sawyer
Executive Director

Attachments: 2005 Annual Report
2006 proposed budget
2006 Board of Directors
BRZ Map

Red Deer Downtown Business Association

5024 – Ross Street
Second Floor
Red Deer AB T4N 1Y3
ph 403 348 8696
fx 403 348 8699

Red Deer
Downtown
Business Association

2006 BUDGET

BUSINESS REVITALIZATION ZONE

REVENUE	2006	2005
Banner Program City of Red Deer Contract	5,700	$5,700
BRZ Levy (approximate -2% increase in businesses)	178,500	$175,000
Environmental Contract City of Red Deer Contract	62,744	$62,000
Graffiti Program City of Red Deer Contract	14,000	$12,000
Graffiti Program (HRDC wage subsidy)	0	2,000
Interest Income	850	$850
Other Income (Kiosks)	2,500	$3,000
Transfer from reserves	0	0
Total Revenue	**$264,294.00**	**$260,550.00**

EXPENDITURES	2006	2005
Banner Program	5,700	5,700
Environmental Contract	62,743	62,000
Ghost Projects (See Attached Schedule)	9,187	12,320
Graffiti Program	14,000	14,000 Included HRDC subsidy $2000
Main Street Coordinator EI & CPP	3,000	3,000
Main Street Coordinator Expenses	1,500	1,500
Marketing (See Attached Schedule)	29,000	28,000
Operating Expenses (See Attached Schedule)	122,880	118,200
Promotion & Sponsorship (See Attached Schedule)	16,000	15,000
Expenditures	**$264,010.00**	**$259,720.00**
Total Revenue	**$264,294.00**	**$260,550.00**
Surplus/<deficit>	**$284.00**	**$830.00**

OPERATING EXPENSES	2006	2005
Bookkeeping Fees	2,500	2,800
City of Red Deer BRZ Assessment Fee	5,000	5,000
Conferences	3,000	3,000
Executive Director – Expenses	1,000	1,000
Insurance ❖ Directors Liability $1200 ❖ General Liability $ 1300	2,500	2,200
IT – Supplies & Service	2,000	2,000
Membership/ Association Fees	750	750
Office Supplies & Services	3,500	3,700
Photocopier Lease	4,400	4,300
Professional Fees (Audit Fees)	3,000	3,000
Rent/ Building	15,000	13,050
Salaries & Benefits	75,230	71,800
Telephone	2,400	2,800
Training, Team Building, Staff Functions	2,000	2,500
Workers Comp (WCB)	600	600
Total	**$122,880.00**	**$118,500.00**

MARKETING	2006	2005
AGM Event	1,500	1,000
Advertising Campaigns *Print, Radio, TV & Outdoor* • Coop Advertising Programs $4000 • Branding Campaigns $4000 • Christmas Campaign $4000	12,000	12,000
Material Development (design) • Brochures, Ads ,Maps	1,500	2,500
Printing (Out of house) • General Brochures	2,500	2,500
Printing (In –house) o Newsletters, Annual Report Posters, Brochures etc	4,000	3,000
Networking Sessions (1) o Spring/ Summer 2004	2,000	2,000
Association Advertising • Tourism Red Deer, Travel Alberta etc	3,000	2,500
Web Site • Enhancements & Maintenance	1,500	2,500
Contingency	1,000	0
Total	**$29,000.00**	**$28,000.00**

PROMOTION & SPONSORSHIP Programming & Special Events	2006	2005
Agritrade	1,500	1,500
CentreFest	3,000	1,500
DBA Seminar Series	2,000	1,500
Downtown Cruzin	2,000	2,000
Special Event Committee Includes: Block Party, Diamond in a Haystack, Mascot Program, Christmas Parade (fully sponsored)	5,000	5,000
Westerners Days (Parade & Diamond in a Haystack)	1,000	1,000
White Lights Program		2,500
Contingency	1,500	0
Total	**$16,000.00**	**$15,000.00**

GHOST COLLECTION	2006	2005
Sound the Alarm Disbursement to City of Red Deer Transfer ownership to City of Red Deer		9,187
Contingency: TBD Ghost Loan	9,187	
Insurance	0	2,383
Annual Maintenance Program	0	750
Total	**$9,187.00**	**$12,320.00**

2006 BOARD OF DIRECTORS

Jason Appleyard – 2006
Heywood Holmes & Partners LLP
500, 4911 – 51st Street
Red Deer, AB T4N 6V4
Ph: 347-2226
Fax: 343-6140
jappleyard@hhpca.net

Kevin Beattie – 2006
Chapman Riebeek
200, 4808 – 50th Street
Red Deer, AB T4N 1X5
Ph: 346-6603
Fax: 340-1280
kbeattie@chapmanriebeek.com

Ericka Rowden - 2008
Original Joe's Restaurant & Bar
4720 51st Street
Red Deer, AB T4N 4A1
Ph: 343-6793
Fax: 343-6184
reddeer@originaljoes.ca

Richard Roth - 2006
CanWest Travel Company
5018 – 50 Street
Red Deer, AB T4N 1Y3
Ph: 340-8802
Fax: 309-3499
travel@canwest.ws

Cindy Jeffries
Council Representative
4751 – 56 Street
Red Deer, AB T4N 2K2
Ph: 341-4851
Fax: 346-6195
cindy.jeffries@redeer.ca

Sonia Sawyer, Executive Director
5024 – 50th Street
Red Deer, AB T4N 1Y3
Ph: 340-8696
Fax: 340-8699
sonia@experiencedowntownreddeer.com

Frank Kuny – 2007
Sisson Furs
5013 Ross Street
Red Deer, AB T4N 1Y2
Ph: 346-2291
Fax: 309-2623

Angela Noble - 2008
Café Noble & Bakery
5005 50 Ave
Red Deer, AB T4N 4B2
Ph: 358-6058
Fax: 358-6058

Dave Savage – 2007
AFSC Commercial
302, 4920 – 51st Street
Red Deer, AB T4N 6K8
Ph: 340-5551
Fax: 340-5214
dave.savage@afsc.ca

Nancy Vruwink – 2006
Group 2 Architecture
200, 4706 – 48 Avenue
Red Deer, AB T4N 6J4
Ph: 340-2200
Fax: 346-6570
nancyv@group2.ab.ca

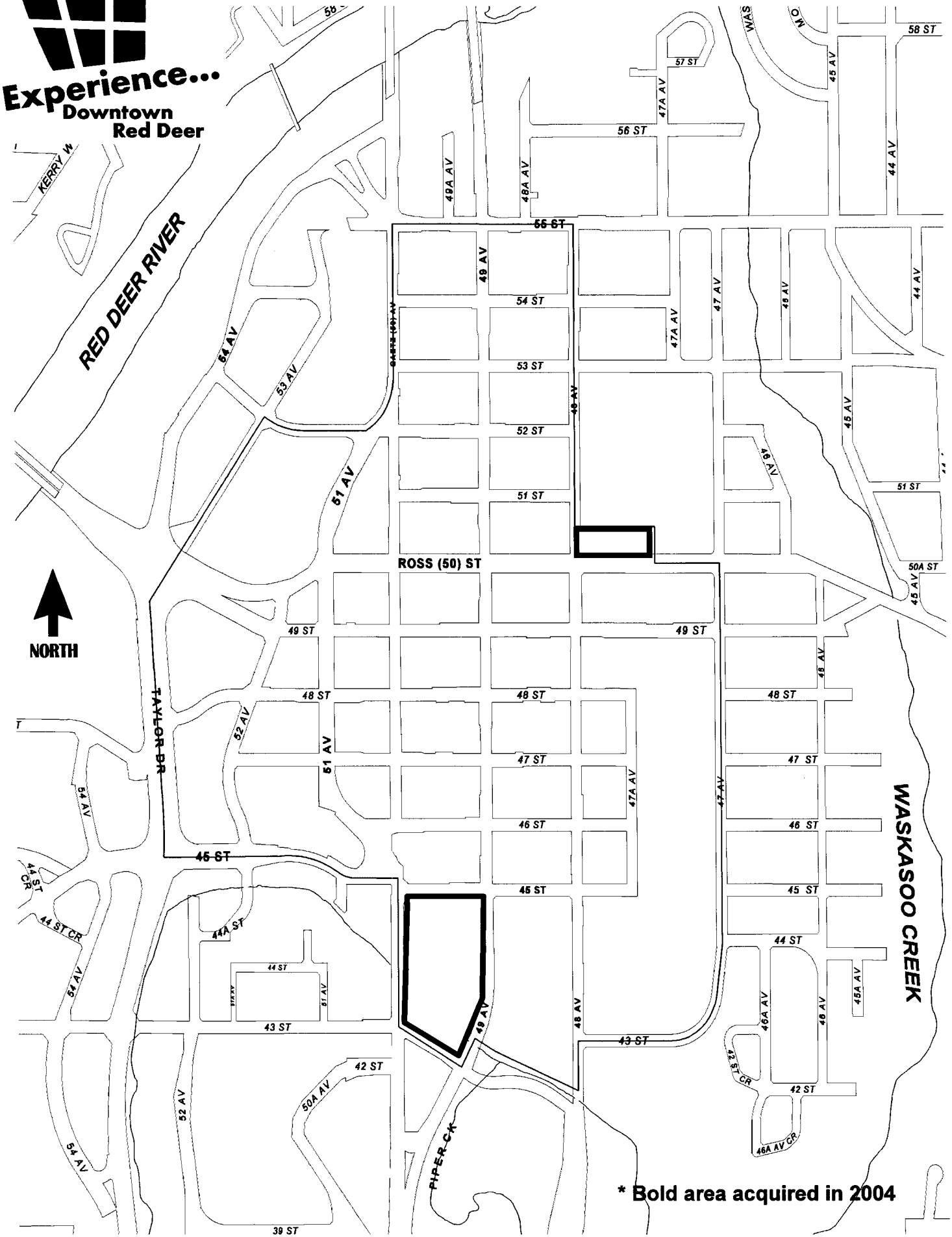
G. Geoff Goodwin - 2008
Buffalo Hotel
5031 – 50th Street
Red Deer, AB T4N 1Y2
Ph: 346-2061
Fax: 346-2064
thebuffalohotel@shaw.ca

Laura Cadrin - 2007
La Petite Jaune Fleur
4928 Ross Street
Red Deer, AB T4N 1X7
Ph: 340-0773
Fax: 340-0418
cadrinl@novachem.com

Experience... Downtown Red Deer

Experience...
Downtown
Red Deer

BUSINESS REVITALIZATION ZONE 2006



Downtown Business Association 2005 Annual Report

INTRODUCTION

We are your Downtown Business Association (DBA) and are dedicated to the growth and prosperity of Red Deer's Downtown ... the heart of city.

We strive to be accountable to our membership and, accordingly, create a yearly operation plan that addresses current issues and requests. We enhance, promote and protect the Downtown Businesses Community for the common good of our members. This report summarizes the work the DBA has accomplished to date with respect to our 4 key result areas; Administration, Advocacy, Programming and Marketing.

Through partnerships with a variety of provincial, municipal and community organizations, the DBA was able to address a variety of issues important to Downtown, including;; policing, parking and zoning.

We have executed a variety of marking programs, hosted several large events and continue to be fiscally responsible to the membership.

In 2006, we will focus on enhancing community partnership's, concentrate efforts on strengthening communication within our membership and will offer a variety of marketing programs and work closely with developers and commercial real estate agents to attract new business to the core.

We look forward to working in partnership with others to achieve future improvements in 2006 and beyond.

Sincerely,

Sharon Fisher
2005 President

Sonia Sawyer
Executive Director

Points of Interest

- **Downtown Market Opportunities Study**
- **Policing Downtown**

Table of Contents

Introduction	1
Administration	2
2005 Board of Directors	3
Advocacy	4
Programming	7
Marketing	9
Appendix 2004 Audited Financial Report	

Downtown Business Association Staff—Fall 2005

Left to right:
Karin MacKenzie, Admin Assistant
Sonia Sawyer, Executive Director
Bob Healey, Litter Controller
Rony Mettri, Litter Assistant
Alison Weir, Red Deer Main Street Coordinator

Email: info@experiencedowntownreddeer.com
www.ExperienceDowntownRedDeer.com

ADMINISTRATION

The City of Red Deer Business Revitalization Zone Legal Profile

Under the direction of an 11 member Board of Directors, the Executive Director and Support Staff are responsible for ensuring administrative tasks are completed within the vision of the Association.

In 1984, Council received a request from businesses located in the downtown area to establish a Business Revitalization Zone (BRZ) in accordance with the Municipal Government Act. Based on this request and input from the downtown businesses, Council agreed to establish the zone.

A BRZ Levy is charged to business owners operating within the BRZ Boundary who may or may not be the property owner. The levy is based on the percentage of the net annual rental value of the areas occupied by the business. The minimum levy is $110.00. The BRZ levy is calculated by the City of Red Deer and is invoiced in February of each year.

At a cost of $5000 to the DBA, the City completes a business assessment, invoices and collects the BRZ levy for the Association. These invoices are sent out in February of each year to every person assessed for business purposes in the BRZ. The due date for payment is March 31. The revenue generated by this levy is used to fund your Association and to provide the resources necessary to carry out the activities of the DBA on your behalf.

The Downtown Business Association's Board of Directors is responsible for the management of this zone, including preparation and administration of its budget. Although the Board operates autonomously from The City of Red Deer, we are linked in the following ways:

- Council appoints the members of the Board of Directors, based on member nominations
- The BRZ budget is approved by Council.
- Any changes to the BRZ, including boundaries, must be approved by Council

WHY DOWNTOWN?

Downtown is a symbol of community economic health, partnership between the private and the public sector, local quality of life, local pride and community history.

Board Development & Recruitment

The Board is committed to effective decision-making and, once a decision has been made, speak with a unified voice. The DBA currently has representatives from the following areas: Retail, Financial, Professional Services, General Service and City Council. A Board member from the Hospitality/ Tourism or Arts/ Culture area would be of benefit, but not fundamental.

Annual General Meeting

The DBA Annual General Meeting (AGM) is a meeting of the officers and is open to the entire membership. The AGM is a forum for the election of officers or representatives for the organization. The DBA typically holds the annual AGM in October for the purpose of reporting, and recruitment of Board members, and to inform our members of previous and future activities. The 2005 AGM was held on Wednesday October 26th at 7pm at Original Joe's, 4720 – 51 Street. Information on the 2005 AGM was distributed to the membership on or before October 7th. AGMs are scheduled for 7pm sharp and a 'Membership Mixer' follows. The 2006 AGM is scheduled for Wednesday October 18th, location TBD.

Financial Reporting

The DBA has an audit performed annually. The Audited Financial Statement is submitted to the City of Red Deer's Treasury Department and Administrative & Legislative Services in the spring. The audited financial statement is presented to the membership at the fall AGM and is included as a appendix to this document.

Revenue Expansion

The Board of Directors and staff have looked at various ways for increasing revenue sources outside of a BRZ Tax Levy increase. The DBA will continue to explore prospective revenue sources to ensure that the Association is viable and can deliver effectively in all four key result areas. As new businesses locate Downtown, we are able to expand our revenue base marginally. In 2005 the Business Revitalization Zone (BRZ) has seen an approximate 2% increase in business.

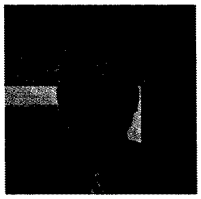
2005 Board of Directors

The Board of Directors is collectively accountable for the organization's performance in respect to the mission and objectives of the organization and for the stewardship of financial resources. The Directors are accountable to members, stakeholders and the

Mission Statement

"To provide an accountable and resourceful downtown business association which responds to the needs of our members through promotion, communication, innovation and partnerships."

Jason Appleyard
Heywood Holmes & Partners LLP



Treasurer
Phil Pugh
Community Savings Banking Centre

Kevin Beattie
Chapman Riebeek

Richard Roth
CanWest Travel Company

Laura Cadrin
La Petite Jaune Fleur

Vice President
Dave Savage
AFSC Commercial

President
Sharon Fisher
Delicates Ladies Lingerie

Executive Committee
Nancy Vruwink
Group 2 Architecture

G. Geoff Goodwin
Buffalo Hotel

Lorna Watkinson-Zimmer
Council Representative

Frank Kuny
Sisson Furs

Sonia Sawyer
Executive Director, DBA

ADVOCACY

Your Association continues to strengthen the downtown community through media, public and government relations. As an advocate for membership issues, the Association is your voice on a cross section of committees and organizations. A description of these committees and your representative's role is listed below.

Business Advisory Network

The Business Advisory Network is a unique network of local, provincial, and national organizations sharing information and resources to enhance services for the Central Alberta business community. BAN is also responsible for producing the 'Guide to Doing Business in Red Deer' and presents the Annual Spring Seminar – Business Expo.

Sonia Sawyer, Member

City Council

The Downtown Business Association's Board of Directors is required under BRZ bylaws to maintain a member of City Council on the Board. The DBA is also required to do an annual presentation of the budget to City Council for approval. In 2005, Councillor Lorna Watkinson-Zimmer was appointed and joined forces with the DBA. Lorna is a strong advocate for Downtown Red Deer, as she has owned and operated businesses in the Downtown for over a decade. City Council representation for Downtown issues is paramount in ensuring the DBA continues to receive City support and eases interactions and partnerships between the City and the DBA.

Lorna Watkinson-Zimmer, Councillor

Downtown Market Opportunities Study

The City of Red Deer Department of Land & Economic Development, Downtown Business Association and Downtown Community members have partnered with consultant Schollie Research & Consulting to undertake an extensive market research study of Greater Downtown Red Deer. The focus of the project has been to develop an understanding of commercial, professional, and residential development opportunities in the Greater Downtown area. The study will review trends in downtown area development/redevelopment. The final results will be completed in early November. The result will be a marketing document outlining future short and long-term development opportunities in the Greater Downtown area. The DBA will actively market these opportunities to commercial real-estate agents and developers.

Steering Committee:
Lorna Watkinson-Zimmer
Nancy Vruwink
Sonia Sawyer
Alison Weir

Greater Downtown Action Plan & Riverside Meadows Redevelopment Plan Policy Committee

As part of the City of Red Deer's Strategic Plan, the underlying objective of these plans is to guide future growth and development in the Greater Downtown and to revitalize adjoining neighborhood areas. The Policy Group functions as a standing committee of Council, intended to guide the overall project processes.

Richard Roth
Sharon Fisher

"One of the results of the most recently completed downtown study will be a solid marketing plan that the city and business organizations can use to target investment, said Thompson."

Howard Thompson, City of Red Deer Economic Development Manager

Red Deer Express
September 28, 2005

Heritage Preservation Committee

The Heritage Preservation Committee is mandated to identify, preserve and maintain the human and natural heritage features in and around Red Deer. They are responsible for making recommendations to City Council regarding designation, preservation and interpretation of heritage sites. This year, the Committee awarded the Parsons House, owned and tenanted by Lee and Short and located in the downtown, a 2005 Heritage Recognition Award.

Geoff Goodwin

International Downtown Association

The Downtown Business Association is a member of the premier organization dedicated to helping BRZs create economically vibrant and culturally stimulating downtowns and town centrEs all over the world. The IDA is geared to helping BRZs network to find the answers needed to move our downtown revitalization efforts forward. The IDA is a great resource centre for Downtown Development and annually hosts a variety of conferences that promote healthy and vibrant Downtown communities.

Sonia Sawyer, Member IDA

The Parsons House houses the law firm of Lee & Short.

Photo by Tara Lodewyk

Main Street Advisory Committee

Due to a successful extension application, the Alberta Main Street Programme has a contract with the Downtown Business Association until August 31, 2006. The Main Street Local Advisory Committee is a sub-committee that is accountable to the Association as well as to the Alberta Main Street Programme which provides a framework for funding. This 13 member Committee is responsible for establishing project policy, approving the annual budgets, and determining project goals based on the four-point approach—Organization, Design, Economic Development, and Marketing. The Committee directs the activities of the Project Coordinator, Alison Weir. The DBA oversees the Main Street Project and supports the program financially in excess of $10,000 annually for rent, supplies, and administrative support.

Frank Kuny, Business Owner
Geoff Goodwin, DBA Representative
Sonia Sawyer, Treasurer, DBA Executive Director

WHY DOWNTOWN?

Downtown Red Deer is the heart of the community, and the site for government, arts, churches, and financial institutions.

Downtown is a good incubator for small business–the success of tomorrow.

Safety Issues Downtown

New crime prevention initiatives arose in summer of 2005. Following the annual "Downtown Safety Issues" public meeting held in the spring, the RCMP acted on many concerns that the membership brought forward. A very successful "Downtown Beat Patrol" was implemented over the summer months and a membership survey was distributed by RCMP to the businesses in the core. In late October, the RCMP announced that they will re-implement the program over a short time period in the fall, as a result of increased crime after the "Beat Program" ramped down. The Downtown Business Association and RCMP will continue to address Downtown Safety issues in 2006 and the Association is requesting that a permanent "Beat Program" be considered. Partnership and communication with the City of Red Deer, the RCMP and the DBA on crime and safety issues Downtown has increased significantly in 2005, and it is our goal to continue to keep an open line of communication in the future.

Crime Prevention Advisory Committee

The purpose of this Advisory Committee is to act as a community–based resource to provide advice and feedback to the Community Services Division (CSD) on the implementation planning for the recommendations of the Crime Prevention and Policing Strategy. The Advisory Committee will bring their recommendations for implementation on the committees Identified issues and opportunities forward to council in Fall 2005.

Sonia Sawyer, Committee Member

Parking Committee

For nearly a decade, the DBA Parking Advisory Committee has reviewed issues regarding parking in the downtown area. The 8 member committee has submitted several reports to City Council recommending a variety of parking modernizations. Currently, in cooperation with City of Red Deer, the committee has completed the 'Downtown Parking Management Analysis'. In spring of 2005, City Council voted in favour of removing the free one-hour program in order to implement a metering system in 2006. City Administration is now tasked with developing the new Downtown Parking program that will extend the current free one-hour to paid two hour. A pilot program will be launched in Spring of 2006. The DBA will be accepting feedback and community comments. The new modernized meter system and parking enhancements are scheduled to be implemented in fall 2006.

Sharon Fisher, Parking Committee Chair
Richard Roth
Sonia Sawyer

Policing Committee

The committee acts in an advisory role to City Council on policy issues relating to policing and advises City administration on issues that may impact the implementation or administration of policy related to policing. Historically, a large focal point has been safety and security of the downtown. A monthly meeting provides a forum for the public to share or express concerns and suggestion relating to policing.

Geoff Goodwin

Red Deer Summer CentreFest Society

CentreFest provides a celebration of arts and culture in Red Deer's Downtown core with a nucleus of world-class street performers surrounded by local arts and cultural performers and events. The DBA is a founder of the Society and an active member. The benefits of hosting an event of this magnitude in Downtown Red Deer are abundant. Active involvement with the Board is key to ensuring the best interests of the Downtown community are forefront.

Sonia Sawyer, Chair

Tourism Red Deer

Tourism Red Deer is dedicated to the advancement and promotion of the tourism industry in greater Red Deer. The organization's focus is overall coordination of tourism and event promotion and development for the City of Red Deer. The link with Tourism Red Deer is key in promoting Downtown Red Deer as a unique and attractive destination to visitors.

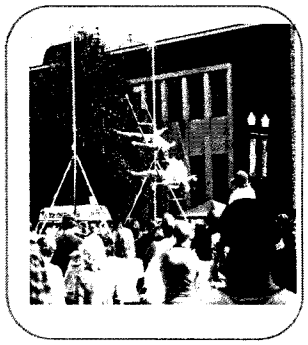
Phil Pugh, Board Member

Street Festival Brings Big Crowds Downtown

"The caliber of this festival is growing so fast in such a short period of time. It is quickly turning into a Signature Event that is putting Red Deer on the map as a cultural centre!"

Susanne Hyne, 2005 Festival Coordinator

Red Deer Express
August 3, 2005



CentreFest 2005

Photos by
J.S. Hyne Group

PROGRAMMING

The DBA provides a variety of programs and services that benefit the downtown. Your Association facilitates environmental initiatives that enhance the cleanliness, charm, and safety of the downtown for visitors, workers, and residents. The DBA also offers the membership additional programs that support business development.

Environmental Program

The Downtown Business Association is contracted by The City to control litter on the streets and public parking lots in the BRZ. This does not include alleys and private parking lots, although Litter Controller Bob Healy consistently goes above and beyond to ensure Downtown is an attractive place to live and do business. This is a huge job with over 2500 man hours yearly dedicated to providing this service. The City allocates approximately $60,000 per year for the DBA to manage the program.

Banner Program

Thanks to a successful proposal to City Council from the DBA and Main Street, over 300 *Experience* banners hang in the Downtown. In fall 2004 and spring 2005, we introduced our seasonal banners to accompany the Experience banner. The City of Red Deer supports the banner program annually by funding $5700 on a cost recovery basis for maintenance and installation of the banners. We are working towards adding 12-20 large Experience banners on 49th Ave, 51st Ave and Taylor Drive in fall 2005 and spring 2006.

Heritage & Public Art Projects

Red Deer's **Ghost Project** is sponsored and managed by the DBA as a unique and fascinating program which depicts the history of the community. The original concept was to make the ***Ghost*** sculptures an international attraction by developing Canada's largest, life-size bronze sculpture collection depicting historical figures, events and occurrences.

Historic Mural Series & Other Projects

The phenomenal success of the Historic Mural series continues downtown with the unveiling of the 3rd mural in October 2005 by Red Deer Main Street, the DBA and Yellow Pages. For this mural, based on a 1946 photograph of what is now City Hall Park, recognized Red Deer artist Shane Young mentored youth of the Boys' and Girls' Clubs in the painting of a scene depicting youth playing shinny and skating. Funding has been secured for a fourth mural on Alexander Way in 2006.

The DBA is also participates in additional community initiatives such as the annual Historic Red Deer Week and Historic Homes Tour by hosting a walking tour.

"Young at Heart" concept drawing by Shane Young, mural installed at 4902 Ross Street

White Lights

The Downtown Business Association continues to partner with the City's Parks, Recreation and Culture Department to maintain the current program of lighting trees in the Downtown, which costs approximately $5,000 per year and will be split between the partners. The DBA contributes $2500 is in addition to the time and hours the DBA puts in daily for maintenance and administration.

Graffiti Abatement Program

The Graffiti Abatement Program runs for four months, May to August each year. The goals of the program are to educate the public about graffiti vandalism and offer information and assistance with graffiti removal on Downtown businesses. Comparisons over the past 3 years indicate the need to increase the program's scope.

2003 - 155 sites

2004 - 220 sites

2005 - 367 sites

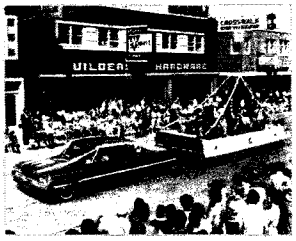
This year, Jordan Brown was hired as Graffiti Abatement Coordinator. Jordan was very active throughout the summer. The following stats indicate the quantity of graffiti removed from properties and equipment in the Greater Downtown:

- 201 sites from 73 commercial & residential properties
- 33 sites from Electric Light and Power boxes
- 109 sites from Waste Management Services bins
- 24 sites from Canada Post boxes

Abatement Crew

Red Deer Main Street Project

The Red Deer Main Street Project has been active in the downtown for the past 4 years, under contract between the Alberta Main Street Programme and the Downtown Business Association. The goal of Main Street is to assist communities in capitalizing on their heritage resources as a source of pride, a business opportunity and a mechanism to increase tourism. A full-time coordinator is employed to manage the project. To date, Main Street has completed 9 complete rehabilitation projects, contributing financial, design and construction management assistance to property owners restoring their historic buildings. In addition, many businesses in the historic core have accessed funding assistance for signage or "fix-ups" of their buildings. In 2005, to date, Kovac's Manufacturing, the Canadian Mental Health Association, Sunreal Property Management and the Learning Disabilities Association have accessed funding assistance. In total the Red Deer Main Street Project has contributed and leveraged over half a million dollars towards the downtown buildings and special projects.



Builders Hardware 1969

Prairie Office Before

Prairie Office After

MARKETING

Marketing & Public Relations

The Association develops and executes a variety of marketing strategies to promote our downtown as a great place to live, work and play. The DBA develops programs to attract and retain customers to the downtown core. Marketing plans are developed annually, often in partnership with members and other community stakeholders. Initiatives include newsletters, annual reports, print, television and radio advertistements, outdoor billboarding, posters, and information brochures. "Branding" has been central to these efforts through the "Experience Downtown Red Deer" campaign in both broadcast and print media.. In 2005, the DBA allocated $23,000 to Marketing initiatives.

Does it pay to shop locally?

- 6 cents of every dollar spent with a big box retailer is retained / re-circulated in a community.
- 20 cents of every dollar spent with a chain store is retained / re-circulated in a community.
- 60 cents of every dollar spent with a sole proprietorship is retained / re-circulated in a community.

Branding Campaign

The Branding campaign cost approximately $4,000 and included television, radio, print and outdoor advertising. The campaign focused on encouraging the local public and visitors to experience Downtown Red Deer and, additionally, urge the public use the www.experiencedowntownreddeer.com website as an information source. The campaign promotes all 4 business sectors: Retail, Professional Service, General Service and Hospitality. The DBA ran the following campaigns: Outdoor advertising (bus benches), CH News Vignette Series and trade magazines, including Tourism Red Deer's visitor guide and the Red Deer City maps.

Experience Downtown Brochures

A revised promotional brochure based on the brand was designed and distributed Spring 2005. The goal was to create an attractive piece highlighting the exciting experiences to be had in Downtown. The new marketing brochure includes a landmark map complete with key special events and heritage attractions. 20,000 brochures were printed and distributed to tourism bureaus, local hotels, DBA membership, convention planners and the general public.

Cooperative Advertising

The DBA allocates over $4000 dollars annually to Co-operative advertising programs for its membership. This includes two new programs; the Downtown Feature Book, and the Downtown Christmas Catalogue. The Feature Book is an annual publication that is distributed to hotels, kiosks and businesses thorough the city of Red Deer. 20,000 Feature Books have been distributed throughout Central Alberta The DBA also offers its membership cost saving opportunities in newspaper, radio and television which compliment the DBA marketing campaign throughout the year

Christmas Campaign

Specific to the needs of Downtown merchants, the "Christmas Catalogue" campaign was launched this year. Over 65 Downtown businesses are included in this colorful booklet being mailed to every Red Deer household in time for the Christmas Season (25,000 printed). The "Stamp Around Downtown" contest (included in the booklet) is designed to attract shoppers Downtown. The DBA partnered with Travel Plus for the grand prize. Accompanying the Christmas campaign is a extensive radio, newsprint and outdoor campaign designed to attract consumers to the core.

Newsletters & Membership Communication

During the course of the year, three full-colour issues (winter, spring and fall) of the 'Downtown News' were distributed to over 700 businesses in the Greater Downtown. An additional 300 copies are distributed throughout the City. Topical editorial is incorporated and the publication features upcoming events, news, advertising and issues related to the downtown with emphasis on Association initiatives and programming. A budget of $2500 is allocated to this project for printing and postage costs.

Regular communication to the membership is sent out via email and/or fax regarding upcoming events, issues, seminars, and points of interest. We update our contact information as often as possible and encourage businesses to contact the DBA office when they change or add new email addresses or fax numbers to ensure they receive all notices.

Ghost & Mural Tour Brochure

Updated brochures were printed this year to include information regarding the newest sculpture and murals installed throughout the Downtown. Ghost & Mural Tour brochures are always in demand. Throughout the year, local groups stop in to pick up copies. This year several conference organizers have come to the office to request information packages. brochures were included in thousands of packages assembled for various conferences held in the City.

Membership Kiosk & Gateway Advertising Program

The DBA offers an affordable advertising program exclusive to BRZ members. The main gate sign located on Gaetz Avenue serves as the public entrance to Downtown members can advertise to over 17,000 passing vehicles for only $25 a week. On a first come first-serve basis, members can place a billboard on one of the kiosks located throughout the Downtown. Secure your spot for an entire year for as low as $225! Contact the DBA office for additional information.

Web Site Development

In February of 2004, the DBA launched a new, improved website. This new site not only highlights the Experience Brand, but offers free advertising for business in "who's downtown", "what's offered", "what's happening", and "opportunities." The DBA web site, www.experiencedowntownreddeer.com, is a one-stop shop for public and member information. To date, the DBA web site has received thousands of visits. Activity on the web site has increased substantially. The web program offers free advertising for its membership and is a key source to keep the membership, community, and visitors well-informed. The web site is user friendly and the DBA encourages the membership to use the variety of free services and web tools available.

A **Downtown Forum** initiative was launched in Winter 2005 with limited success. The Forum currently exists on the website and members are encouraged to use it. We will remarket the Forum in 2006.

The website also hosts a comprehensive community events calendar www.reddeerevents.ca

Media Relations Strategy

Media relations involves a variety of activities from developing and maintaining a long term communication plan and process, through to immediate tasks such as pitching stories to the media and interviewing. The DBA has taken initiative to secure strong media support of Downtown. There have been over 100 articles printed on downtown issues and initiatives. Radio and television coverage and interest has risen substantially in 2005.

Event Promotion & Sponsorship

Many events throughout the year fill downtown with people who gather to enjoy our festivals. Nearly $13,000 of the DBA budget is allocated to event promotion and sponsorship. We have been actively involved and financially supportive of the following events.

2005 Downtown Block Party

Rudy at the CBC Radio Launch

WHY DOWNTOWN

Downtown is an important community space, where members of all segments of the community can meet equally for festivals, parades, speeches and other community events.

Membership Mixers

The DBA hosts one informal membership mixer per year. In 2005, the DBA hosted a "Party on the Patio: in early June. A small number of businesses attended the event. The DBA hopes that the June 7, 2006 event will be better attended.

Special Events Committee

In January of 2005, the DBA successfully reorganized the former adhoc Marketing Committee and formed the Special Event Committee. The objective for the committee is to identify and help execute new Downtown events and/or campaigns of benefit to the membership (based on an annual budget of $5000). Terms of reference had been drafted and circulated to the membership. The Special Events Committee is an informal group that meets every 3rd Friday of the month at varying café's throughout downtown. The Special Events Committee is responsible for initiating the creation of a Mascot, the Downtown Block Party, as well as allocate additional funding for the Christmas Parade and Christmas Campaigns. All DBA members are encouraged to attend. Monthly communication is sent out in advance of the meeting. Simply contact the office to added to the distribution list.

Downtown Rudy

The newest member of the DBA family is our Mascot! Rudy was introduced June 2005 just in time for summer events. This family-friendly character represents all Downtown businesses in a fun and spirited manner. Rudy will be at many public events throughout the year. Red Deer Lodge generously sponsored Rudy and has been an active participant in many Downtown events.

Downtown Block Party

The 1st Annual Block Party was held on July 22nd. This official Westerner Days off site event was organized to provide families added summer activities and attract visitors to Downtown. Gaetz Avenue between 50th and 51st Streets was blocked to vehicle traffic. Over 500 people came out to enjoy the fun, food and entertainment. The Canadian Mental Health Association hosted the charity BBQ. Great Scott Illusions produced entertainment which featured several of the their award-winning magicians and illusionists. The DBA will host this event once again in 2006.

Diamond in a Haystack

This event drew several hundred people to the Red Deer Lodge parking lot after the 2005 Centennial Westerner Parade. The DBA sponsored Sparkles the Clown to entertain the crowd while awaiting the feature diamond find. We polled the membership and brought 6 other prizes from downtown merchants (value $200). This event used little resources from the DBA, as the Red Deer Lodge takes a lead role. This is a growing event and the DBA will sponsor entertainment again in 2006.

CentreFest

The enormously successful CentreFest is the largest cultural event in Central Alberta. The 2005 festival drew record crowds of smiling faces and the happy sounds of laughter. The DBA and its members' support are vital to the festival's success. The DBA and Main Street committed to the sustainability of the festival and contributed approximately $5000 to assist with unexpected fundraising shortfalls. The society has matured and is focused on creating a sustainable annual event. The communities' financial and volunteer support has and is growing tremendously. This Festival is Downtown Red Deer's signature summer event. It will continue to draw families to the area and in particular to the Downtown core. The 2005 event drew over 12,000 people on the August 6th & 7th. CentreFest 2006 will be held on August 12 & 13th.

Photo by
J.S. Hyne Group

Downtown Cruzin

With the help of the Cruiser's Club, the Downtown Business Association initiated the 2nd annual Downtown Cruzin' Show n' Shine 2005. The event was held on August 28th on Gaetz and 51st Street. What a success! Over 250 cars, trucks, and motorcycles revved down to strut their stuff for over 2000 spectators! Cash prizes were given in a viewer's choice poll and pit stop prizes awarded throughout the day. Six different vendors came to sell their goods, and businesses around the area benefited from the crowds. This event cost approximately $2000 and is highly successful in bringing a new demographic to Downtown. The 2006 event will be held August 26th.

Downtown CRUZIN' RED DEER

2005 Best of Show
Bob Wilson
1968 Plymouth GTX

Agritrade

Agritrade is Central Alberta's largest trade show. This event is held in mid-November, and attracting nearly 100,000 people. The DBA advertises through the official Agritrade brochure, inviting the attendees to experience Downtown Red Deer. This brochure and map will also be distributed at the event. In 2005, the DBA will be promoting Downtown Red Deer as an attraction, but will also feature the Christmas Campaign information. The publication is Red Deer's Official Showcase Map, which will be distributed to over 15,000 attendees.

Santa & Friends Parade

In October 2004, an appeal went out to Downtown Businesses to help the DBA sponsor this family event. The Red Deer Co-op, Action Fibre Glass and Z99/CKGY stepped up and, through their generosity, the Santa & Friends Parade survived. It was a huge success!

Families look forward to this annual event and appreciate the Downtown merchants' continued support and enthusiasm. The 2004 Santa & Friends Parade drew over 5000 people with record parade participants. The 2005 event is scheduled for November 19th at 11am on Ross Street.

"This year, with the extended parade route and additional sponsors, the parade was an EVENT!"

Sue Williamson,
LDS Activity Days Girls of Red Deer

Financial Statements of:

Red Deer Downtown Business Association

Year Ended December 31, 2004

DOWNEY SWAINSON ROTH LLP

CHARTERED ACCOUNTANTS

C. Neil Downey, C.A.

Kenneth L. Swainson, B. Comm., C.A.

Jerome J. Roth, B. Mgt., C.A.

AUDITORS' REPORT

To the Board of Directors of:

Red Deer Downtown Business Association

We have audited the balance sheet of the **Red Deer Downtown Business Association** as at December 31, 2004 and the statement of operating fund and cultural projects fund for the year then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Association as at December 31, 2004 and the results of its operations and the changes in its cash position for the year then ended in accordance with Canadian generally accepted accounting principles.

Downey Swainson Roth LLP

Chartered Accountants

Red Deer, Alberta

March 31, 2005

100, 4708 - 50 Avenue Red Deer, Alberta T4N 4A1 Phone: (403) 343-7707 Fax: (403) 343-7722
E-mail: reception@dsrca.com Website: www.dsrca.com

Red Deer Downtown Business Association
Balance Sheet
As at December 31, 2004

	Operating Fund	Cultural Projects Fund	2004 Total	2003 Total
	Assets			
Current assets:				
Cash (Note 3)	$ 43,021	$ 5,040	$ 48,061	$ 154,647
Amounts receivable	62,982	-	62,982	6,640
Interfund receivable (Note 6)	1	-	1	1
Prepaid expenses	5,796	-	5,796	4,630
	111,800	5,040	116,840	165,918
Property, plant and equipment (Notes 2 and 4)	4,949	-	4,949	6,415
Cultural enhancement assets (Note 5)	-	470,408	470,408	440,702
	$ 116,749	$ 475,448	$ 592,197	$ 613,035
	Liabilities and Members' Equity			
Current Liabilities:				
Accounts payable and accruals	$ 16,905	$ 2,095	$ 19,000	$ 15,456
Interfund payable (Note 6)	-	1	1	1
Deferred revenue (Note 7)	51,558	-	51,558	103,118
Current portion of long-term debt	-	6,436	6,436	5,994
	68,463	8,532	76,995	124,569
Long-term debt (Note 8)	-	30,855	30,855	37,292
Association's Equity:				
Unrestricted	43,337	5,039	48,376	49,774
Invested in capital assets	4,949	431,022	435,971	401,400
	48,286	436,061	484,347	451,174
	$ 116,749	$ 475,448	$ 592,197	$ 613,035

Approved by the Board:

Chair

Director

Red Deer Downtown Business Association
Statement of Changes in Association's Equity
Year ended December 31, 2004

	Operating Fund	Cultural Projects Fund	2004 Total	2003 Total
Beginning balance	$ 41,324	$ 409,850	$ 451,174	$ 435,415
Excess of revenue over expenses	19,758	13,415	33,173	15,759
Transfer from operating fund (Note 6)	(12,796)	12,796	-	-
Ending balance	$ 48,286	$ 436,061	$ 484,347	$ 451,174

Red Deer Downtown Business Association
Statement of Operations
For the year ended December 31, 2004

	2004				2003
	Actual				
	Operating Fund	Cultural Projects Fund	Total	Budget Total	Actual Total
Revenue:					
Business Revitalization Zone tax	$ 165,000	$ -	$ 165,000	$ 165,000	$ 145,000
City fee - Environmental maintenance (Schedule A)	12,804	-	12,804	3,360	8,592
City grant - Branding	13,859	-	13,859	5,700	32,663
City grant - Parking study	24,215	-	24,215	-	-
Miscellaneous project income	7,569	-	7,569	3,000	13,930
Interest income	-	-	-	850	1,581
Community contributions	-	22,049	22,049	-	19,063
	223,447	22,049	245,496	177,910	220,829
Expenses:					
Amortization	2,417	-	2,417	-	2,976
Bank charges and interest	-	-	-	-	29
BRZ assessment	5,000	-	5,000	5,000	4,776
Computer and general office	20,559	-	20,559	15,800	24,734
Conferences, dues and meetings	3,231	-	3,231	3,000	2,280
Insurance	3,634	2,729	6,363	5,083	5,237
Interest, long-term	-	2,856	2,856	-	3,300
Occupancy costs	13,376	-	13,376	13,050	12,838
Professional fees	5,000	-	5,000	2,000	2,147
Repairs and maintenance	-	3,049	3,049	750	425.00
Salaries and benefits	66,452	-	66,452	71,000	66,252
Telephone	2,681	-	2,681	2,800	2,657
	122,350	8,634	130,984	118,483	127,651
Project Expenses:					
Alberta Main Street (Schedule B)	5,112	-	5,112	3,500	6,020
Festival promotions	16,850	-	16,850	12,500	20,367
Parking study	24,215	-	24,215	-	-
Advertising and public relations	35,162	-	35,162	23,000	49,978
	81,339	-	81,339	39,000	76,365
Loss on sale of property, plant and equipment	-	-	-	-	(1,054)
Excess of revenue over expenses	$ 19,758	$ 13,415	$ 33,173	$ 20,427	$ 15,759

Red Deer Downtown Business Association
Statement of Cash Flows
For the year ended December 31, 2004

	2004			
	Operating Fund	Cultural Projects Fund	Total	2003 Total
Cash provided by (used in):				
Operating activities:				
Cash receipts	$ 115,545	$ 22,048	$ 137,593	$ 263,129
Interest income received	-	-	-	1,581
Cash payment to suppliers and employees	(198,558)	(8,970)	(207,528)	(220,245)
	(83,013)	13,078	(69,935)	44,465
Investment activities:				
Purchase of property, plant and equipment	(951)	-	(951)	(6,762)
Purchase of cultural enhancement assets	-	(29,706)	(29,706)	(26,470)
Proceeds from sale of property plant and equipment	-	-	-	800
	(951)	(29,706)	(30,657)	(32,432)
Financing activities:				
Interfund account (Note 6)	(12,796)	12,796	-	-
Loan repayment	-	(5,994)	(5,994)	(5,583)
	(12,796)	6,802	(5,994)	(5,583)
Increase (decrease) in net cash position	(96,760)	(9,826)	(106,586)	6,450
Net cash position, beginning	139,781	14,866	154,647	148,197
Net cash position, ending	$ 43,021	$ 5,040	$ 48,061	$ 154,647

Red Deer Downtown Business Association
Environmental Maintenance
For the year ended December 31, 2004

	Actual 2004	Budget 2004	Actual 2003
Revenue:			
City of Red Deer			
- litter contract	$ 53,140	$ 56,860	$ 48,978
- graffiti abatement program	24,373	14,000	10,394
Miscellaneous income	500	-	3,500
	78,013	70,860	62,872
Expenses:			
Administration			
- litter contract	6,000	6,000	6,000
- graffitti abatement program	1,000	1,000	-
Advertising			
- litter contract	-	-	3,500
- graffitti abatement program	1,619	2,000	-
Salaries and benefits			
- litter contract	36,683	38,000	25,373
- graffiti abatement program	6,014	7,500	6,103
Supplies			
- litter contract	2,838	2,000	4,150
- graffiti abatement program	3,761	3,500	4,290
Vehicle - litter contract	7,294	7,500	4,864
	65,209	67,500	54,280
Excess revenue over expenses	$ 12,804	$ 3,360	$ 8,592

Red Deer Downtown Business Association
Alberta Main Street Program
For the year ended December 31, 2004

	Actual 2004	Actual 2003
Revenue:		
Province of Alberta	$ 124,487	$ 94,826
City of Red Deer	22,237	20,867
Allocation from operating fund	5,112	6,020
	151,836	121,713
Expenses:		
Advertising and public relations	1,464	2,437
Buffalo Hotel	29,505	4,290
Farthing Block	-	241
Office	735	634
Old Mill	-	2,014
Prairie Office	25,116	-
Repairs and maintenance	8,834	13,336
Salary and benefits	45,486	44,999
Special projects	5,294	11,651
Visioning	366	351
Wadson Block	14,261	-
Worwag Building	20,775	41,760
	151,836	121,713
Excess revenue over expenses	$ -	$ -

Red Deer Downtown Business Association
Notes to the Financial Statements
As at December 31, 2004

1. Entity:

The Association is a non-profit non-taxable organization established by municipal bylaws of the City of Red Deer to enhance and support the business opportunities in the downtown area. The Association has an Operating Fund which is responsible for the general functions of the Association and a Cultural Projects Fund which is responsible for the cultural enhancement of the downtown area. The main project of the Cultural Projects Fund has been the the "Ghosts of Red Deer" bronze statues. The Association's equity is not available for distribution to the members. In the event of dissolution, the Board shall cease to exist and its undertaking, assets and liabilities shall be assumed by the City of Red Deer.

2. Significant accounting policies:

Revenue is recognized using the deferral method of accounting. With this method, restricted contributions relating to expenses of future periods are deferred and recognized as revenue in the period in which the related expenses are incurred. Unrestricted contributions are recognized as revenue of the appropriate fund when received or receivable if the amounts to be received can be reasonably estimated and collection is reasonably assured.

Property, plant and equipment are recorded at cost. Amortization is provided annually applying the following rates and methods over the estimated life of the assets.

Computer equipment	30%	Straight-line
Leasehold improvements	20%	Straight-line
Vehicles	20%	Straight-line
Signs	20%	Straight-line
Storage shed	10%	Straight-line
Trailer	20%	Straight-line

Accounting estimates - The preparation of financial statements in accordance with Canadian generally accepted accounting principles requires management to make estimates and assumptions that effect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. These estimates are reviewed periodically, and, as adjustments become necessary, they are reported in earnings in the period in which they become known.

Red Deer Downtown Business Association
Notes to the Financial Statements
As at December 31, 2004

3. Cash

Cash consists of:

	2004	2003
Operating fund	$ (8,537)	$ 36,663
Alberta Main Street (Note 7)	32,973	93,735
Graffiti Abatement Program (Note 7)	-	9,383
Parking Study (Note 7)	18,585	-
	43,021	139,781
Cultural projects fund	5,040	14,866
Total cash	$ 48,061	$ 154,647

4. Property, plant and equipment:

	Cost	Accumulated Amortization	2004 Net Book Value	2003 Net Book Value
Computer equipment	$ 18,654	$ 16,760	$ 1,894	$ 2,413
Furniture and equipment	16,928	13,873	3,055	3,847
Kiosks	19,384	19,384	-	-
Signs	11,779	11,779	-	-
Storage shed	1,550	1,550	-	155
	$ 68,295	$ 63,346	$ 4,949	$ 6,415

Red Deer Downtown Business Association
Notes to the Financial Statements
As at December 31, 2004

5. Cultural enhancement assets:

		2004	2003
Rev. Leonard Gaetz bronze		$ 30,957	$ 30,957
Choices bronze		32,920	32,920
Galbraith bronze		35,574	35,574
Sound the Alarm bronze		280,248	280,248
Francis the Pig bronze		21,115	21,115
Reaching Out bronze		12,000	12,000
Hazel Braithwaite bronze		36,313	27,888
Doris Forbes and Mickey the Beaver	21,281	-	
		$ 470,408	$ 440,702

Cultural enhancement assets are carried at cost and are expected to retain their value over time and therefore are not amortized.

6. Interfund transfers:

During the year, the Operating Fund transferred $12,796 to the Cultural Projects Fund of which $9,187 was used to partially repay the loan to the City of Red Deer and $3,609 to pay general operating expenses.

Red Deer Downtown Business Association
Notes to the Financial Statements
As at December 31, 2004

7. Deferred revenue:

(a) The City of Red Deer and the Province of Alberta have advanced funds for the Alberta Main Street Program. The project runs until 2006.

	2004	2003
Opening balance	$ 93,735	$ 44,979
Province of Alberta receipts	63,725	143,150
City of Red Deer receipts	22,237	21,300
	179,697	209,429
Less: Revenue applied to current year	(146,724)	(115,694)
Closing balance	$ 32,973	$ 93,735

(b) The City of Red Deer has advanced funds for the Graffiti Abatement Program.

	2004	2003
Opening balance	$ 9,383	$ 7,777
City of Red Deer receipts	12,000	12,000
Government of Canada receipts	2,989	-
Less: Revenue applied to current year	(24,372)	(10,394)
Closing balance	$ -	$ 9,383

(c) The City of Red Deer has advanced funds for a parking study.

	2004	2003
Opening balance	$ -	$ -
City of Red Deer receipts	42,800	-
Less: Revenue applied to current year	(24,215)	-
Closing balance	$ 18,585	$ -

Total Operating Fund Deferred Revenue	$ 51,558	$ 103,118

Red Deer Downtown Business Association
Notes to the Financial Statements
As at December 31, 2004

8. Long-term debt:

	2004	2003
Loan repayable to the City of Red Deer in annual installments of $9,187 including interest at 7.375% per annum, due March 1, 2009.	$ 37,291	$ 43,286
Less portion due within one year	6,436	5,994
	$ 30,855	$ 37,292

Long-term debt is estimated to be repaid as follows:

2006	$ 6,911
2007	7,421
2008	7,968
2009	8,555
	$ 30,855

9. Operating lease:

The Association leases premises under a long-term lease that expires May 31, 2008. Under the lease the association is required to pay an monthly rental of $1,000 for the first year, $1,150 for the second and third years and $1,300 for the fourth and fifth years.

Red Deer Downtown Business Association

Downtown Business Association

5024 Ross Street
2nd Floor
Red Deer, AB
T4N 1Y3

Phone: 403-3408696
Fax: 403-340-8699
E-mail: info@experiencedowntownredder.com

Experience... Downtown Red Deer

We're on the Web!
www.experiencedowntownreddeer.com

Comments:

We agree with the recommendations of the Legislative & Administrative Services Manager.

"Morris Flewwelling"
Mayor

"Norbert Van Wyk"
City Manager

Back up

Christine Kenzie

From: Kelly Kloss
Sent: November 21, 2005 1:50 PM
To: Christine Kenzie
Subject: RE: BRZ Mailout - Postage Costs

I would only charge if the cost was more so we would not charge them.

-----Original Message-----
From: Christine Kenzie
Sent: November 21, 2005 1:30 PM
To: Kelly Kloss
Subject: BRZ Mailout - Postage Costs

To mailout just the letter and the BRZ budget - cost would be $1.00 per envelope.

To mailout the letter/budget & extra info - cost would still be $1.00 per envelope.

I copied the info to be sent out - double sided. This reduces the amount of paper - hence the lower mailing costs.

Advise if you still want to charge the DBA for the BRZ mailout.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

DOCS #466875

Christine Kenzie

To: Lucy Bredy

Subject: December 2005 BRZ Letter re January 16, 2006 Council Agenda

Attached is the letter regarding the BRZ mailout that I was talking to you about. I will have Chris in the print room print the attachments ahead of time. Once George has all the addresses confirmed for the BRZ, I will need to know the total number to be mailed out. I will give Chris our letterhed (LAS) to use when she prints off the letter. Target date for the printing of the letter is December 12th.

As discussed you will merge the letter with the addresses from the BRZ and then forward that document to Chris to print. Will also need to make up labels as the letter and attachments will be too big to be folded and stuffed in regular size envelopes. We will look after stuffing the envelopes, etc.

Let me know if you have any questions - or have problems putting this together.

Thanks.

Christine Kenzie
Legislative & Administrative Services
City of Red Deer
403.342.8201
christine.kenzie@reddeer.ca

December 12, 2005

Dear Sir/Madam:

Re: Downtown Business Association – 2006 Budget
Request for Your Comments

History

In 1984 businesses in the downtown formed a Business Revitalization Zone (BRZ) with a mission statement to guide the progress of Red Deer's central business district to provide a healthy atmosphere of business development and social and cultural improvements.

There are over 500 businesses located within this zone whose boundaries are shown on the attached map. The BRZ is governed by the Downtown Business Association Board of Directors who manage within the regulations set by Provincial legislation and empowered by Municipal law.

2006 BRZ Budget

To comply with Provincial legislation, each year the Downtown Business Association (DBA) must present a budget for the BRZ to City Council for approval. This budget, if approved, will be used as the basis for the BRZ tax that members pay. Before Council considers this budget we want to give you, as a member of the Association, an opportunity to provide Council with your comments about this budget. The 2006 Downtown Business Association budget is attached for your review.

Comments can be communicated to Council by:

1. Sending a letter to: Red Deer City Council
   c/o Legislative & Administrative Services Manager
   Box 5008, Red Deer, AB T4N 3T4
   Deadline: **Tuesday, January 3, 2006**

2. Emailing Council at: legislativeservices@reddeer.ca

. .Page 2

3. Attending and speaking at the Public Hearing scheduled for **Monday, January 16, 2006** at 7:00 p.m. in Council Chambers, 2nd floor, City Hall (access through west, Park side, City Hall doors). Letters can also be submitted at the Public Hearing.

Comments submitted will be placed on the open agenda of Council and will be available to the public.

Other DBA Reports

In addition to the 2006 BRZ Budget, the Association has included the following reports for your reference:

- 2005 Annual Report
- 2004 Financial Statements

For additional information, or should you have questions, please contact:

Regarding the Budget:

- Downtown Business Association at (403) 340-8696 or email at info@experiencedowntownreddeer.com

Regarding the Council Meeting:

- Legislative & Administrative Services Manager at (403) 342-8132 or email at legislativeservices@reddeer.ca

Sincerely,

Kelly Kloss
Manager

/attach.
c Director of Corporate Services
City Assessor
Tax Collector

Nov 7/05
George Lepka
not working on DBA
Last letter Dec 1/05
- working on Property Assessments now
- will take him over a week
to complete task.
- need to have letter out by Dec 12th week.

#313491
(2004)

Dec 12, 2005
~~December 14, 2004~~

Next Agenda Discussion

Dear Sir/Madam:

Re: Downtown Business Association – 2005 Budget
Request for Your Comments

History

In 1984 ~~the Downtown Business Community~~ businesses in the downtown formed a Business Revitalization Zone (BRZ) with a mission statement to guide the progress of Red Deer's central business district to provide a healthy atmosphere of business development and social and cultural improvements.

There are over ~~486~~ 500 businesses located within this zone whose boundaries are shown on the attached map. The BRZ is governed by the Downtown Business Association Board of Directors who manage within the regulations set by Provincial legislation and empowered by Municipal law.

2005 BRZ Budget

~~Although the~~ To comply with Provincial legislation, (DBA) ~~in accordance with the Provincial~~ legislation

Each year the Downtown Business Association must present a budget for the BRZ to City Council for approval. This budget, if approved, will be used as the basis for the BRZ tax that members pay. Before Council considers this budget we want to give you, as a member of the Association, an opportunity to provide Council with your comments about this budget. The 2005 Downtown Business Association budget is attached for your review.

Comments can be communicated to Council by:

1. Sending a letter to: Red Deer City Council
   c/o Legislative & Administrative Services Manager
   Box 5008, Red Deer, AB T4N 3T4
   Deadline: **Tuesday, January ~~4~~ 3, 2005**
2. Emailing Council at: legislativeservices@reddeer.ca

3. Attending and speaking at the Public Hearing scheduled for **Monday, January ~~17~~ 16, 2005** at 7:00 p.m. in Council Chambers, 2nd floor, City Hall (access through west, Park side, City Hall doors). Letters can also be submitted at the Public Hearing.

Comments submitted will be placed on the open agenda of Council and will be available to the public.

For additional information, or should you have questions, please contact:

Regarding the Budget:

- Downtown Business Association at (403) 340-8696 or email at ~~rd.downtown@shaw.ca~~ info@experiencedowntownreddeer.com

Regarding the Council Meeting:

- Legislative & Administrative Services Manager at (403) 342-8132 or email at legislativeservices@reddeer.ca

Sincerely,

Kelly Kloss
Manager

/attach.

c Director of Corporate Services
City Assessor
Tax Collector

Old
~~Other~~ Other DBA Reports
In addition to the 2006 ~~BRZ~~ BRZ Budget, the Association has included the following reports for your reference
a) 2005 Annual Report
b) 2004 Financial Statements

THE CITY OF
Red Deer

LEGISLATIVE & ADMINISTRATIVE SERVICES

January 17, 2006

Sonia Sawyer, Executive Director
Red Deer Downtown Business Association
5024 Ross Street, 2nd Floor
Red Deer, AB T4N 1Y3

Dear Sonia:

Downtown Business Association's 2006 Budget

At the Monday, January 16, 2006 Council Meeting, Council reviewed the Downtown Business Association's 2006 Budget and passed the following resolution:

> ***"Resolved*** that Council of the City of Red Deer having considered the report from the Legislative & Administrative Services Manager, dated December 30, 2005, re: Downtown Business Association's 2006 Budget, hereby
>
> 1. Approves said budget as presented to Council on January 16, 2006.
>
> 2. Authorizes the Downtown Business Association to amend its budget by:
>
> (a) transferring amounts to or from its reserves
> (b) transferring amounts between expenditures so long as the amount of total expenditures is not increased."

The Assessment & Tax Department will now determine the BRZ tax rate so that Council can amend the Business Revitalization Zone Business Tax Bylaw. Following approval of the BRZ Tax Bylaw Amendment, the tax notices will be sent to those businesses affected.

Please call if you have any questions.

Sincerely,

Kelly Kloss
Manager

c Director of Corporate Services
Assessment & Taxation Services Manager
Tax Collector

THE CITY OF Red Deer

Council Decision – January 16, 2006

Legislative & Administrative Services

DATE: **January 17, 2006**

TO: **Norm Ford, Tax Collector**

FROM: **Kelly Kloss, Legislative & Administrative Services Manager**

SUBJECT: **Downtown Business Association's 2006 Budget**

Reference Report:
Legislative & Administrative Services Manager, dated December 30, 2005

Resolutions:

"*Resolved* that Council of the City of Red Deer having considered the report from the Legislative & Administrative Services Manager, dated December 30, 2005, re: Downtown Business Association's 2006 Budget, hereby

1. Approves said budget as presented to Council on January 16, 2006.

2. Authorizes the Downtown Business Association to amend its budget by:

   (a) transferring amounts to or from its reserves
   (b) transferring amounts between expenditures so long as the amount of total expenditures is not increased."

Report Back to Council: Yes

Comments/Further Action:
Please provide the appropriate BRZ Tax rate so the bylaw may be amended by Council.

Kelly Kloss
Manager
/chk

c Director of Corporate Services
Assessment & Taxation Services Manager
Financial Services Manager

BYLAW NO. 3156/H-2005

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, IN THE PROVINCE OF ALBERTA, ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended as follows:

1 By deleting from Section 2, the definition "Crematorium" in its entirety and replacing with the following:

"**Crematorium**" means an establishment the only business of which is to conduct cremations and may not conduct the business of a Funeral Home as defined in this bylaw"

2 By adding to Section 2 the following new definition:

"**Cremation**" means the reduction of the human body to ashes by heat."

3 By adding to Section 2 the following new definition:

"**Funeral Home**" means an establishment which must provide for the arrangement of funerals, the holding of funeral services, the preparation of the dead for burial or cremation."

4 By amending the definition of "Commercial Service Facility" by removing therefrom the words "Funeral Home".

5 By adding the words "Funeral Home" as a discretionary use in Districts C1, C1A and C4.

6 By adding the word "Crematorium" as a discretionary use in District I1.

7 By adding the following section:

68.1 **Cremation**

The use of a crematorium, retort or cremation chamber must not result in any noise, odor, smoke or other nuisance which emanates beyond the boundaries of the premises on which the use takes place.

8 In all other respects, Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this 5th day of December 2005

READ A SECOND TIME IN OPEN COUNCIL this day of 2005

READ A THIRD TIME IN OPEN COUNCIL this day of 2005

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005

MAYOR

CITY CLERK

Item No. 2

BYLAW NO. 3156/HH-2005

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, ENACTS AS FOLLOWS:

1. That "Use District Maps D6, I12, I13, I14, I15, I16, I17, J12, J13, J14, J15, J16, J17, K10, K11, K12, L10, L11" contained within "Schedule B" of the Land Use Bylaw is hereby amended in accordance with Land Use District Map No. 30/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this	19th	day of	December	2005.
READ A SECOND TIME IN OPEN COUNCIL this		day of		2005.
READ A THIRD TIME IN OPEN COUNCIL this		day of		2005.
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of		2005.

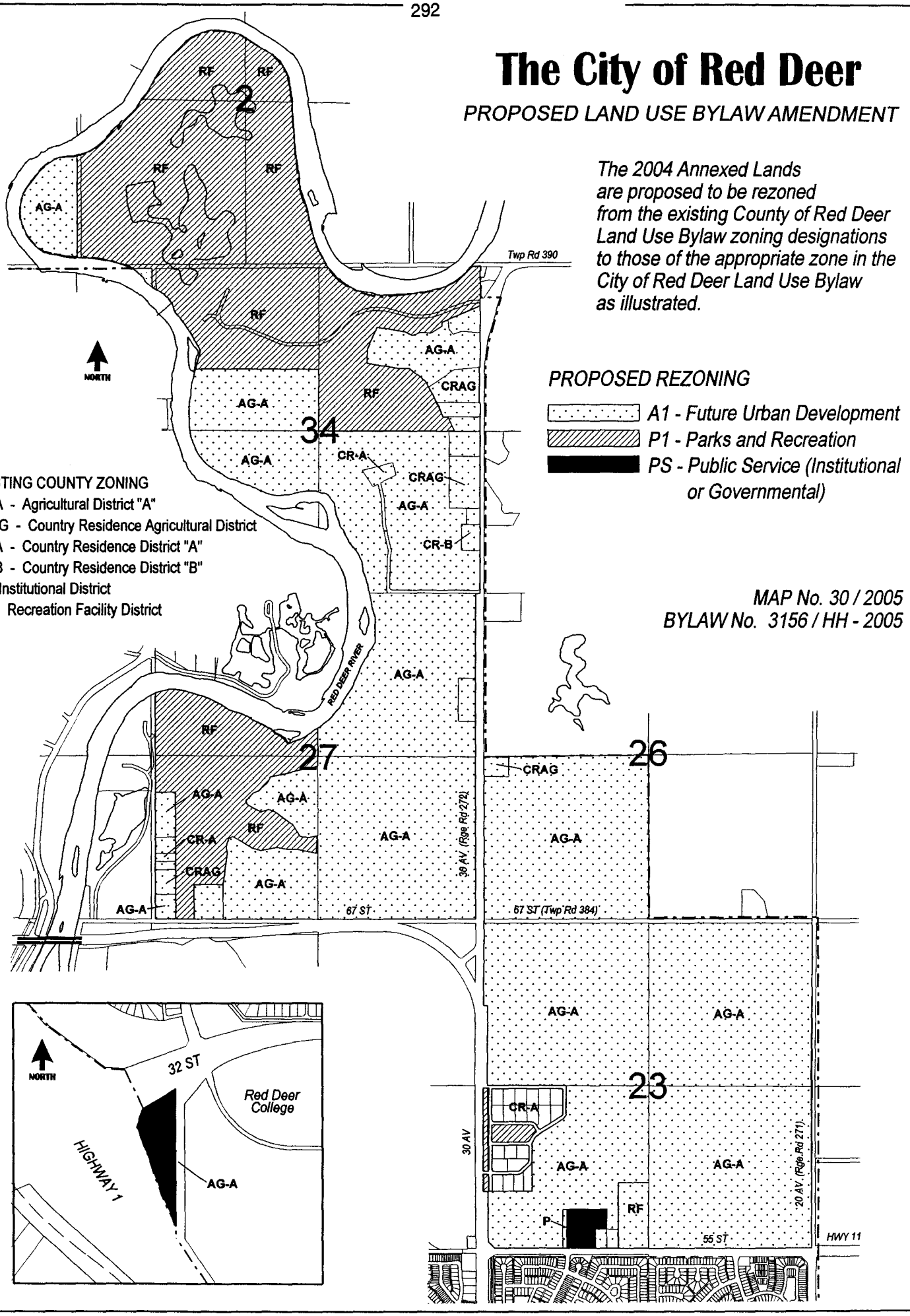
MAYOR

CITY CLERK

The City of Red Deer

PROPOSED LAND USE BYLAW AMENDMENT

The 2004 Annexed Lands are proposed to be rezoned from the existing County of Red Deer Land Use Bylaw zoning designations to those of the appropriate zone in the City of Red Deer Land Use Bylaw as illustrated.



EXISTING COUNTY ZONING
- AG-A - Agricultural District "A"
- CRAG - Country Residence Agricultural District
- CR-A - Country Residence District "A"
- CR-B - Country Residence District "B"
- P - Institutional District
- RF - Recreation Facility District

PROPOSED REZONING
- A1 - Future Urban Development
- P1 - Parks and Recreation
- PS - Public Service (Institutional or Governmental)

MAP No. 30 / 2005
BYLAW No. 3156 / HH - 2005

Item No. 3

BYLAW NO. 3352/2005

Being a bylaw to designate 4743 – 56 Street as a Municipal Historic Resource.

1. WHEREAS Section 26 of the Historical Resources Act, Revised Statutes of Alberta 2000, permits Council to designate any historic resource within the City of Red Deer whose preservation Council considers to be in the public interest, together with any land in or on which it is located, as a Municipal Historic Resource;

2. AND WHEREAS the preservation of 4743 – 56 Street in the City of Red Deer appears to be in the public interest;

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

1. The residence at 4743 – 56 Street legally described as located in the SW 21-38-27-4, Lot 20, Block A, Plan K1, in the City of Red Deer is hereby designated as a Municipal Historic Resource.

2. This Bylaw shall come into force upon the final passing hereof.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December, 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

Item No. 4

BYLAW NO. 3156/JJ-2005

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, ENACTS AS FOLLOWS:

1 The listing of Historical Preservation Buildings and Sites as contained in the chart on page 7-5 of the Land Use Bylaw is hereby deleted and replaced with the amended chart attached hereto and forming part of the bylaw.

2 The "Land Use District Map G10" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use District Map No. 32/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this	19th	day of December,	2005.
READ A SECOND TIME IN OPEN COUNCIL this		day of	2005.
READ A THIRD TIME IN OPEN COUNCIL this		day of	2005.
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of	2005.

MAYOR

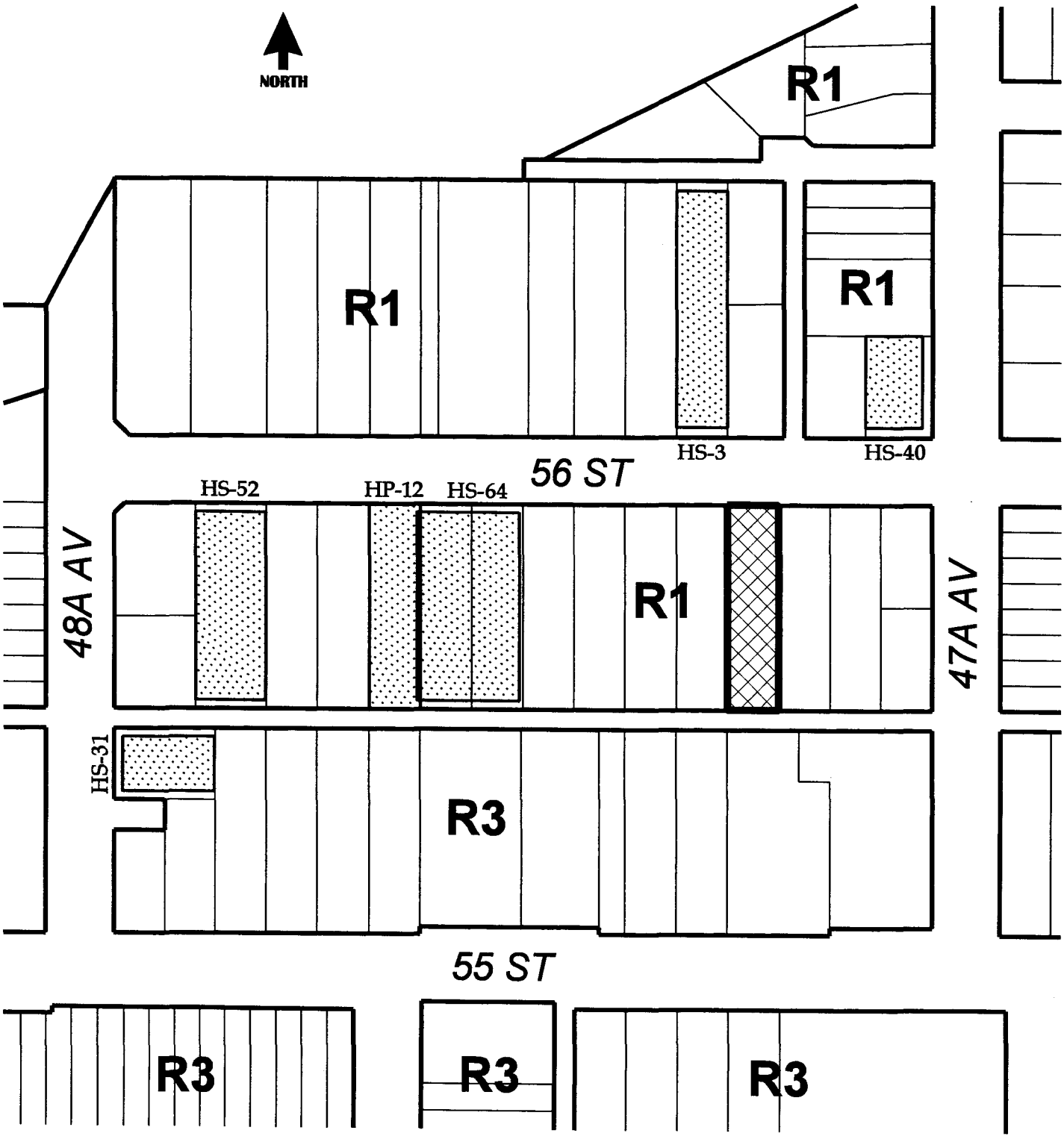
CITY CLERK

HISTORICAL PRESERVATION BUILDINGS AND SITES

PROPERTY NUMBER	BUILDING OR SITE	MUNICIPAL ADDRESS	LEGAL DESCRIPTION	DESIGNATION
HP – 1	1. Old Court House	4836 Ross Street	Lots 1-4, Block 28, Plan K	Provincial
HP – 2	2. C.P.R. Station	5000 - 51 Avenue	Lot 19, Plan 952 4241	Provincial/ Municipal
HP- 3	3. St. Luke's Anglican Church	4929-54 Street	Lots 9-11, Block 14, Plan K	Registered
HP- 4	4. Allen Bungalow	6316 - 45 Avenue	NE 1/4 21-38-27-4 which lies east of Road Plan 1264 ET	Registered / Municipal
HP – 5	5. North Cottage School	5704-60 Street	Lot S, Plan 4596 NY	Registered
HP – 6	6. Parsons House	4801-49 Street	Lots 42 & 43, Block 26, Plan 982-1122	Registered / Municipal
HP – 7	7. C. P. R. Rail Bridge	Red Deer River	SE of Plan 952 3190	Registered / Municipal
HP – 8	8. Cronquist House	Great Chief Park	Lot 1MR, Block 1, Plan 832 2386	Municipal
HP – 9	9. Red Deer Armoury (Fire Hall No. 1)	4905 - 49 Street	Lot 1, Block 27, Plan 1339 RS	Municipal
HP – 10	10.Presbyterian Ladies College	5300 - 39 Avenue	Lot 1, Block 10, Plan 892 0192	Municipal
HP – 11	11. J.J. Gaetz House	3504 - 55 Street	Lot 3, Block 1, Plan 792 1758	Municipal
HP – 12	12. Clarke Residence	4757 - 56 Street	Lot 27, Block A, Plan K1	Municipal
HP – 13	13. McIntosh House	4631 - 50 Street	Lots 38-40 Block A, Plan K8	Municipal
HP – 14	14. Gaetz Library, Presbyterian Church Steeple, and Stevenson Hall Block	Heritage Square	Lot 1, Block C, Plan 842 2027	Municipal
HP – 15	15. Scott House	4743 - 56 Street	Lot 20, Block A, Plan K1	Municipal

Note: Provincial and Registered Designations are designations assigned by the Province of Alberta to provincially significant historic resources.

The City of Red Deer *PROPOSED LAND USE BYLAW AMENDMENT*



Site to be Designated as:
A Historical Preservation Site - HP-15

AFFECTED DISTRICTS:
R1 - Residential (Low Density)

MAP No. 32 / 2005
BYLAW No. 3156 / JJ - 2005

Item No. 5

BYLAW NO. 3156/MM-2005

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, ENACTS AS FOLLOWS:

1. The "Land Use District Map D12" contained in "Schedule B" of the Land Use Bylaw is hereby amended in accordance with the Land Use Bylaw Amendment Map No. 35/2005 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

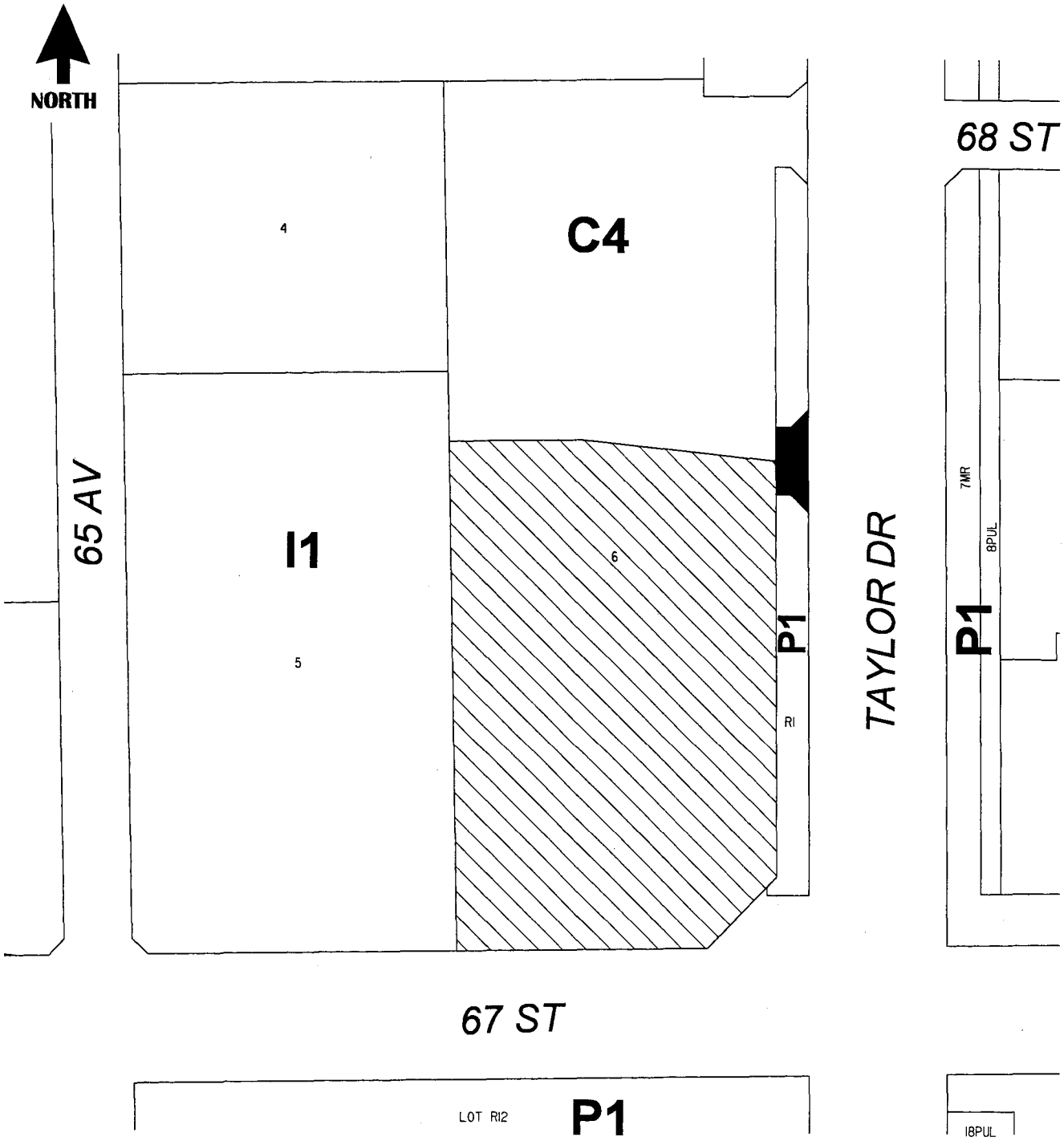
AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

THE CITY OF Red Deer

PROPOSED MUNICIPAL RESERVE DISPOSAL
WEST OF TAYLOR DR NORTH OF 67 ST



Change from:
P1 to C2
C4 to C2

AFFECTED DISTRICTS:
P1 - Parks and Recreation District
C2 - Commercial (Regional and District Shopping Centre) District
C4 - Commercial (Major Arterial) District

MAP No. 35 / 2005
BYLAW No. 3156 / MM - 2005

BYLAW NO. 3156/NN-2005

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, ENACTS AS FOLLOWS:

1 Subsection 4(i) is deleted and new subsection 4(h) is added as follows:

4(h) the erection of patios provided that they are not covered by a roof.

2. New section 40.1 is added as follows:

40.1 FENCE REGULATIONS

(1) No person shall erect or cause to be erected or shall have or maintain on any property located in the City of which he is the owner, occupant, tenant or lessee:

(a) any barbed wire fence or other barbed wire structure or any fence which is surmounted by nails, sharpened spikes, broken glass or other dangerous objects or materials; or

(b) any electrified fence.

(2) Subsection (1)(a) shall not apply:

(a) where barbed wire is placed on a fence at a height of not less than 1.83 m above the level of ground on a fence in a non residential district
(b) where the fence is located on land designated A-1 Future Urban Development District under this land use bylaw.

(3) A fence in a residential district or other district in which the principle use is residential, must meet the following requirements:

(a) the portion of a the fence which is located between the front of the building and the rear property line or along the rear property line may not exceed 2.0 m in height;

(b) the portion of a fence which is located between the front of the building and the front property line may not exceed 0.9 metres in height.

(4) For the purpose of subsection (3), the height of a fence is measured from ground level to the top of the fence, except where the fence is located on a retaining wall, in which case the height of the fence shall include the height of the retaining wall.

(5) The Development Authority may grant a relaxation to the height requirement set out in subsection 40.1(3)

(6) No development permit is required for a fence in a residential district or other district in which the primary use is residential except unless a height relaxation under section 40.1(5) is requested.

(7) No development permit is required for a fence in a non residential district.

2 Bylaw 3147/95, The Fence Bylaw, is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 5th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

BYLAW NO. 3156/OO- 2005

Being a Bylaw to amend Bylaw No. 3156/96, the Land Use Bylaw of the City of Red Deer to govern the construction, placement and use of portable signs.

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

Schedule "D" - Sign Regulations of Bylaw No. 3156/96 is hereby amended as follows:

1 By adding to Section 1 (1) the following new definitions:

""Corner Lot" for the sole purpose of section 49 means; "that portion of any site abutting two streets".

"Frontage" for the sole purpose of section 49 means; "that portion of any site abutting the street".

2 By deleting from Section 1(1) the current definition of "Portable Sign" and replacing it with the following new definition:

"Portable Sign" means any sign or advertising device that can be carried or transported from one site to another, which does not rely on a building or a fixed concrete foundation for its structural support and includes signs commonly known as mobile signs, temporary signs, inflatable signs or devices or banners, whether tethered to a building or not, vehicles placed in a location for advertising purposes, but does not include an A-board or real estate sign or signage permanently attached and forming part of motor vehicles used in the day to day conduct of a business."

3 Section 49 is deleted in its entirety and replaced with the following:

Portable, Temporary and Inflatable Signs and Banners

"49 (1) Intent:

(a) portable signs are intended for temporary on site advertising relating to the commercial activities of the landowner or tenants. Third party advertising is not permitted on portable signs with the exception only of promotions of not for profit organizations;

(b) the portable sign owner or licensee, not the City, will determine which tenant(s) shall have the benefit of the portable sign; and

(c) a portable sign being used to advertise activities or events with

the exception of not for profit organizations may only be located on a site where the event or activity is taking place.

(2) Districts in which Portable Signs are allowed:

Subject to the provisions of this part, portable signs are a permitted use in C1, C1A, C3, C4, I1, I2 and discretionary in all other districts.

(3) Specific locations in which Portable Signs are allowed:

(a) a maximum of one portable sign per site frontage will be allowed but not on any site which contains an "A" board;

(b) the landowner or a lessee with the consent of the landowner of a site for which a portable sign is proposed may apply for a portable sign permit;

(c) an application for portable sign permit must include a site plan showing the proposed location of the portable sign, all dimensions of the sign including height and face area of the sign, the design of the sign including a photograph of same, the type of construction, material and finish of the sign, the manner of stability and support of the sign, the distance from curb lines, property lines and driveway locations;

(d) notwithstanding (c) herein, a portable sign must be wholly located on the property of the landowner who has been granted a permit;

(e) notwithstanding (a), (b), (c) or (d) above, no portable sign shall be located closer than 100 linear m to any other portable sign; and

(f) a portable sign may only be located at the specific location for which a permit is granted.

(4) Portable Sign Standards:

(a) a portable sign shall be installed, serviced, removed, and accessed from within the property on which the sign is located;

(b) a portable sign shall not exceed 4.0m^2 per face, nor shall any such sign exceed 3.0m in height from grade;

(c) no portable sign shall be illuminated or employ any flashing or sequential lights or any mechanical or electronic device to produce or simulate motion;

(d) a portable sign shall not interfere with pedestrian and/or vehicular traffic;

(e) notwithstanding 4(d) above, no portable sign shall be located closer than 1.5m to a property line or within 3m of any access/egress to/from a property or within 10m of any intersection;

(f) a portable sign must be stabilized but shall not use unsightly or potentially hazardous methods. The means by which stability is to be provided shall be included as part of the permit application. An inflatable sign may, however, use guy wires;

(g) a portable sign shall be removed immediately on ceasing to be in use; and

(h) a portable sign in use, shall at all times be maintained in good condition and, specifically, shall contain lettering and signage which is secure and complete. Any damaged or missing signage must be repaired within 24 hours of knowledge of same coming to the attention of the permit holder.

(5) Permit and Fees:

(a) no portable sign shall be erected without a permit and if applicable, a validating marker or ID tag from the City of Red Deer Inspections & Licensing Manager; The fee payable for a sign permit for a portable sign shall be $85.00;

(b) an applicant for a portable sign permit shall provide all of the information required by these provisions, and include such other information as the Inspections & Licensing Manager may reasonably require;

(c) no portable sign may be placed other than at a location approved by the Inspections & Licensing Manager and shown on a site plan forming part of the permit application;

(d) the maximum length of a permit is 60 days. The maximum duration of display at one location for each portable sign shall be 60 days twice in a calendar year, provided, however, that no portable sign shall remain at one location for more than 60 consecutive days at a time. A site shall remain free of portable signs for a minimum of 60 consecutive days before a further permit for such site can be issued. No permit may be applied for more than 7 days in advance of the date of placement;

(e) portable signs shall be removed on or before the date on which the permit expires; and

(f) notwithstanding any other provision in this Bylaw, any portable sign not removed as required herein or any portable sign in contravention of this Bylaw may after 7 days notice to the owner of the sign be removed by the City, in which case, before the portable sign is released to the permit holder or Owner an administration and removal fee of $100.00, as well as storage costs and any applicable fine must be paid, A portable sign which is not recovered by the permit holder or owner within 60 days of seizure is deemed forfeited and becomes the property of the City of Red Deer.

(6) Short Term Seasonal Activity Portable Signs:

On application the Inspections & Licensing Manager may in his sole discretion permit the placement of a portable sign for short term seasonal activities but in any event for a period not exceeding 60 days. The license fee for such permit shall be $25.00 and all other provisions relating to portable signs shall apply.

(7) Inflatable Signs:

(a) except as enumerated herein, all provisions applicable to portable signs generally shall apply to inflatable signs;

(b) an inflatable sign shall be tethered or anchored and shall be touching the surface to which it is anchored;

(c) an inflatable sign shall not exceed the maximum free standing sign height allowable for the district;

(d) there shall be a maximum of 1 inflatable sign per site, but no inflatable sign shall be permitted on the site containing any other portable sign;

(e) an inflatable sign may be placed on a site twice within a calendar year, but for not more than 30 days at a time; and

(f) an inflatable sign may not be located on the roof of a structure."

(8) Banners:

(a) a banner shall not be displayed at any one site for longer than 90 consecutive days and for no more than 180 days within a calendar year;

(b) the application for a permit respecting a banner shall indicate

the location and the area the banner will cover but in no circumstance will a banner be permitted on any structure other than a permanent building;

(c) notwithstanding the above, a banner size shall not exceed 10% of the gross area of the face of the structure to which it is attached;

(d) a banner shall be maintained in good condition and promptly removed if damaged; and

(e) except as enumerated herein, all provisions applicable to portable signs generally shall apply to Banners.

(9) Exception:

These provisions do not apply to portable signs including banners erected by the City or the RCMP as warning signs in connection with traffic speed or safety."

4 By deleting subsection 58(2) in its entirety and replacing it with the following:

"(2) No billboard, wall sign, or painted wall sign, including supergraphics or portable sign shall be allowed to advertise adult entertainment or services which feature nudity."

5 In all other respects, Schedule "D" of Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK

BYLAW NO. 3156/PP-2005

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

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

Bylaw No. 3156/96 is hereby amended as follows:

1 Section 47 is deleted in its entirety and replaced with the following new section:

"47 No owner or person in lawful possession or control of a site shall allow or permit a trailer parked on such site to be used for living or sleeping accommodation except as follows:

(1) A trailer parked in an approved campground.

(2) A trailer parked in the Westerner Exposition site if their on-site campground is full or if exhibitors require close proximity to on-site facilities.

(3) A self-contained trailer parked in the parking lot of a church, school, recreation venue site, community centre or major hotel with conference/convention facilities providing:

(a) the occupant has obtained consent from the owner of the site and is attending a function or event in a facility on that site;
(b) the owner of the site has obtained approval from the Development Authority;
(c) overnight parking on the site does not exceed two consecutive nights unless approved by the Development Authority;
(d) overnight parking on the site shall not exceed two occasions per calendar month unless approved by the Development Authority;
(e) no fees shall be charged for overnight parking;
(f) the owner of the site will be responsible to ensure that all City of Red Deer Bylaws, including the Public Order Bylaw, are complied with."

(4) A trailer parked on a site in a residential district for 48 hours or less between the first day of April and the thirty-first day of October each year.

(5) A trailer parked on a site in a residential district for a period greater than 48 hours between the first day of April and the thirty-first day of October each year providing:

(a) the owner of the site obtains approval from the Development Authority;
(b) no rent or fees are paid for the use of the site or facilities;
(c) the period shall in no circumstances exceed thirty days without prior approval of the Development Authority."

READ A FIRST TIME IN OPEN COUNCIL this	19th	day of	December	2005.
READ A SECOND TIME IN OPEN COUNCIL this		day of		2005.
READ A THIRD TIME IN OPEN COUNCIL this		day of		2005.
AND SIGNED BY THE MAYOR AND CITY CLERK this		day of		2005.

MAYOR

CITY CLERK

Bylaw Presented December 19, 2005

BYLAW NO. 3354/2005

Being a Bylaw of The City of Red Deer to provide a uniform levy of off-site costs in respect of previously undeveloped land.

1. WHEREAS pursuant to provisions of Section 648 of the Municipal Government Act, The City may by bylaw:

   (a) Provide for the imposition and payment of a levy to be known as an "off-site levy" in respect of land that is to be developed or subdivided, and

   (b) Authorize an agreement to be entered into in respect of the payment of the levy.

2. An off-site levy may be used only to pay for all or part of the capital cost of any or all of the following:

   (a) New or expanded facilities for the storage, transmission, treatment, or supplying of water;

   (b) New or expanded facilities for the treatment, movement, or disposal of sanitary sewage;

   (c) New or expanded storm sewer drainage facilities;

   (c.1) New or expanded roads required for or impacted by a subdivision or development;

   (d) Land required for or in connection with any facilities described in clauses (a) to (c.1);

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

1 This bylaw may be cited as "The Off-Site Levy Bylaw".

2 Definitions:

For the purpose of this bylaw:

(1) "Development" shall mean:

(a) a change of use of land, or an act done in relation to land that results in or is likely to result in a change in the use of the land, or

(b) a change in the intensity of the use of land or an act done in relation to land that results in, or is likely to result in, a change of the intensity of the use of the said land.

(2) "Gross Development Area" means each and every hectare or part thereof as shown on the Plan of Subdivision for a development which has been approved by the Municipal Planning Commission, including any area which may be dedicated for roads, lanes, walkways, parks, reserve parcels, schools, or any other public use.

(3) "Net Development Area" means the area remaining after the deletion from the Gross Development Area of lands required for arterial roadways, any previously developed lands, and other undevelopable lands such as wetlands, rivers, creeks, escarpments and major utility rights of way.

(4) "Trunk Water" means an existing or proposed water main; generally having an internal diameter of 350 mm or greater, complete with related pumping and storage facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Water Off-site Levy rate.

(5) "Trunk Sanitary Sewer" means an existing or proposed sanitary sewer; generally having an internal diameter of 375 mm or greater, or having a depth of cover greater than 6.0 m, complete with related pumping facilities; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Sanitary Off-site Levy rate.

(6) "Trunk Storm Sewer" means an existing or proposed storm sewer; generally defined as having an internal diameter of 1,200 mm or greater, as well as stormwater storage facilities and associated outlet piping; that has been designated by The City as a trunk facility, the cost of same having been included in the calculation of the Storm Off-site Levy rate.

(7) "Major Thoroughfare" means an existing or proposed expressway, divided arterial roadway, or undivided arterial roadway, including the land for right of way, storm drainage, traffic signals, and street lighting, that has been designated as a major thoroughfare by The City; the cost of same having been included in the calculation of the Major Thoroughfare off-site levy rate.

3 That up to and including December 31, 2005, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,520 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure.

(2) In all the area outlined in the attached Schedule "B", the sum of $5,215 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure.

(3) In all the area outlined in the attached Schedule "C", the sum of $22,370 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure.

(4) In all the area outlined in the attached Schedule "D", the sum of $36,745 for each hectare or part thereof within the Net Development Area for Major Thoroughfares.

4 That effective January 1, 2006, The City of Red Deer hereby levies an off-site levy upon all land to be developed or subdivided within the areas described below and calculated as follows:

(1) In all the area outlined in the attached Schedule "A", the sum of $8,940 per hectare for each hectare or part thereof within the Net Development Area for Trunk Water Infrastructure.

(2) In all the area outlined in the attached Schedule "B", the sum of $5,470 for each hectare or part thereof within the Net Development Area for Trunk Sanitary Sewer Infrastructure.

(3) In all the area outlined in the attached Schedule "C", the sum of $23,480 for each hectare or part thereof within the Net Development Area for Trunk Storm Sewer Infrastructure.

(4) In all the area outlined in the attached Schedule "D", the sum of $42,110 for each hectare or part thereof within the Net Development Area for Major Thoroughfares.

5 All levies imposed under this bylaw shall be in addition to the fee payable for development permits or building permits, and shall be paid to The City following approval of a subdivision plan and prior to the issuance of a development permit or a building permit, as the case may be.

6 Offsite levies imposed and collected under Bylaw 3354/2005 shall be deemed to have been imposed and collected under this Bylaw.

7 Bylaw 3331/2004 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this 19th day of December 2005.

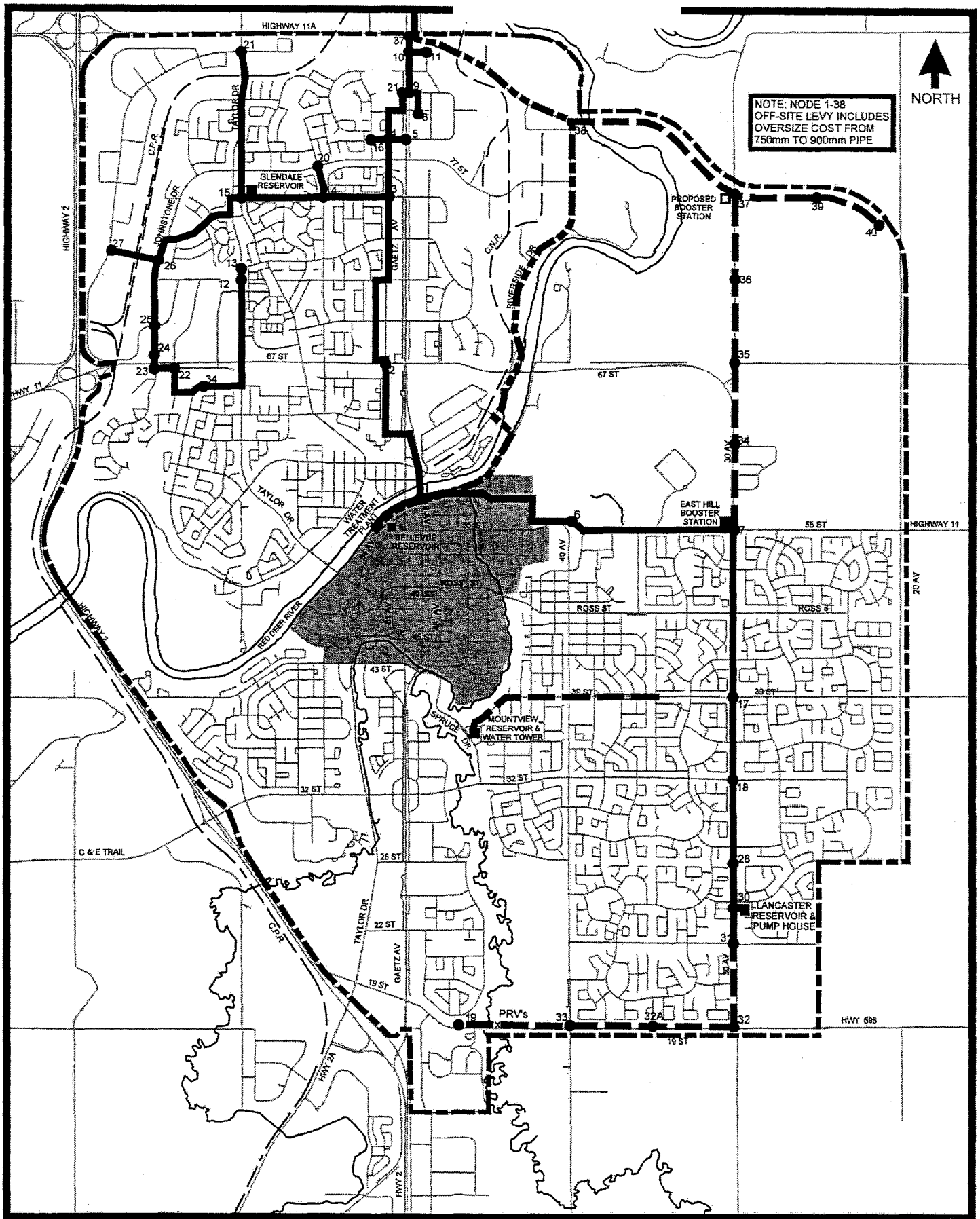
READ A SECOND TIME IN OPEN COUNCIL this day of 2005.

READ A THIRD TIME IN OPEN COUNCIL this day of 2005.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2005.

MAYOR

CITY CLERK



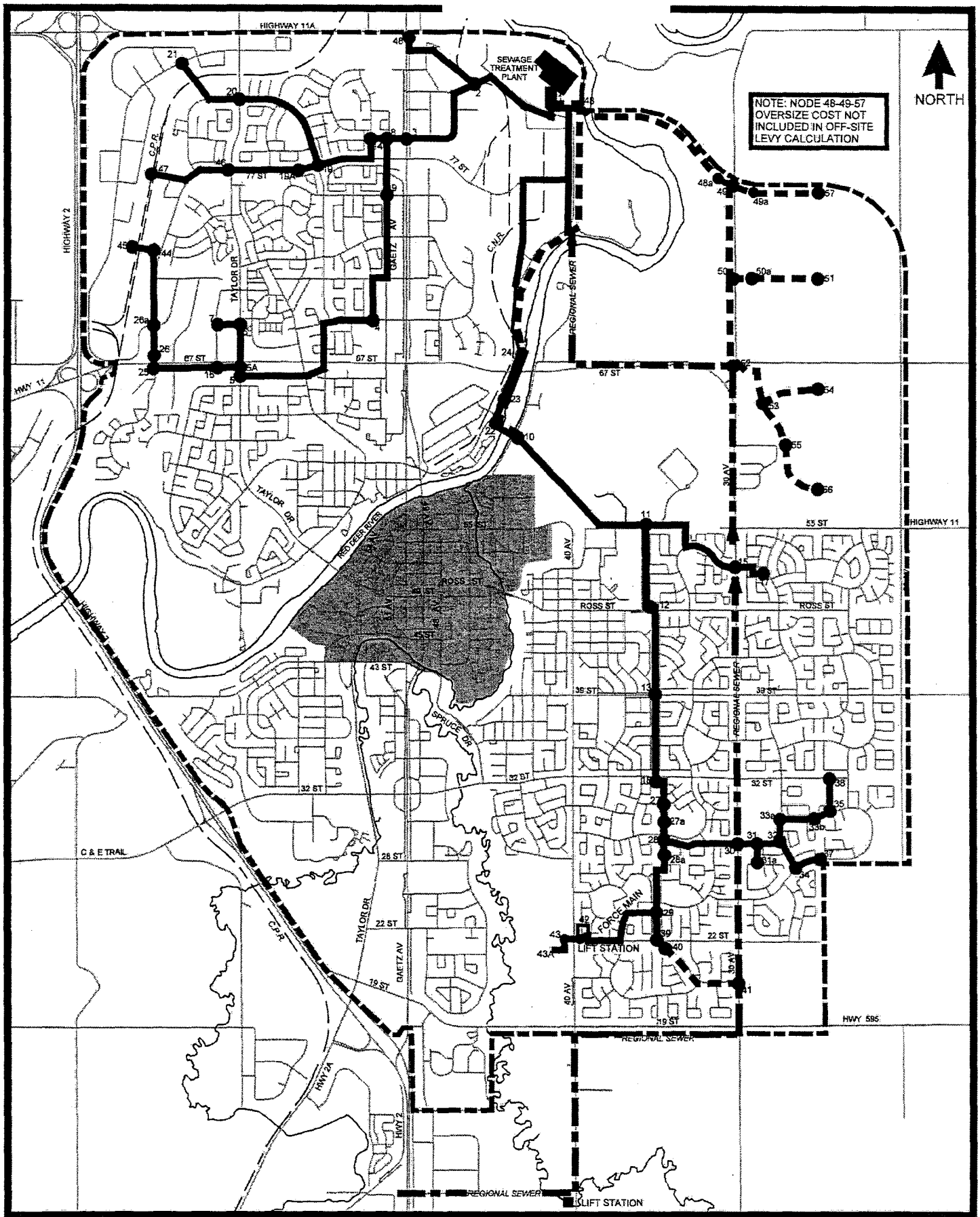
Basin Boundary
Existing Trunks
Proposed Trunks
Proposed Red Deer North Regional Water Main
Central Exempt Area (levies do not apply)

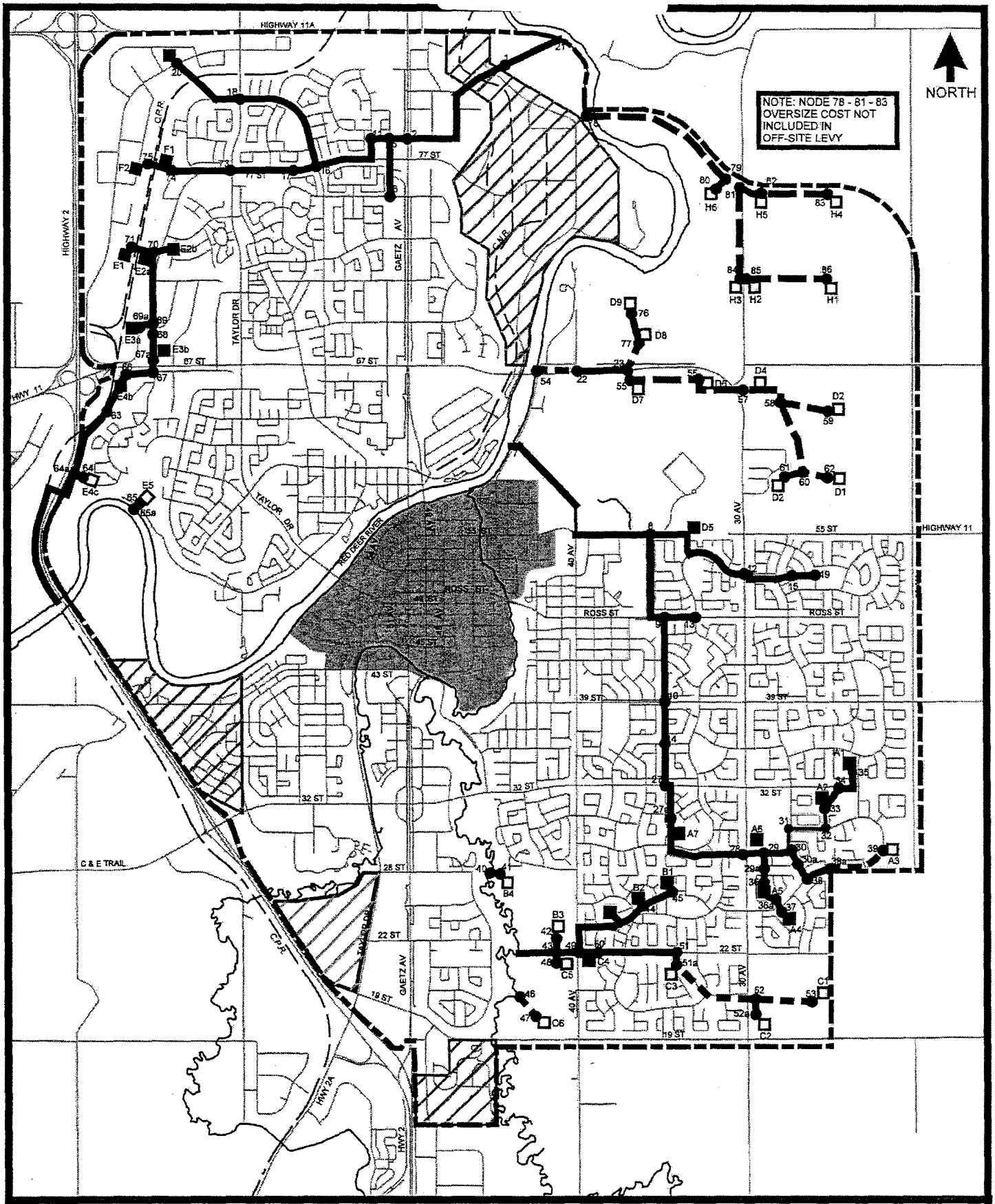
WATER TRUNKS

Not to Scale

March 2005

OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "A"


HIGHWAY 11A
SEWAGE TREATMENT PLANT
NOTE: NODE 48-49-57 OVERSIZE COST NOT INCLUDED IN OFF-SITE LEVY CALCULATION
NORTH
HIGHWAY 2
TAYLOR DR
DAETZ AV
77 ST
67 ST
C.N.R.
REGIONAL SEWER
30 AV
55 ST
HIGHWAY 11
RED DEER RIVER
ROSS ST
40 AV
43 ST
39 ST
SPRUCE DR
32 ST
C & E TRAIL
28 ST
22 ST
C.P.R.
FORCE MAIN
LIFT STATION
19 ST
HWY 595
HWY 2A
HWY 2
Basin Boundary
Existing Trunks
Proposed Trunks
Central Exempt Area (levies do not apply)
SANITARY TRUNKS
Not to Scale
March 2005
OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "B"



Basin Boundary

Central Exempt Area (levies do not apply)

Developer to construct and pay for own outfall main; basin levy charge not applicable

Existing Detention Pond

Proposed Detention Pond

Existing Trunks

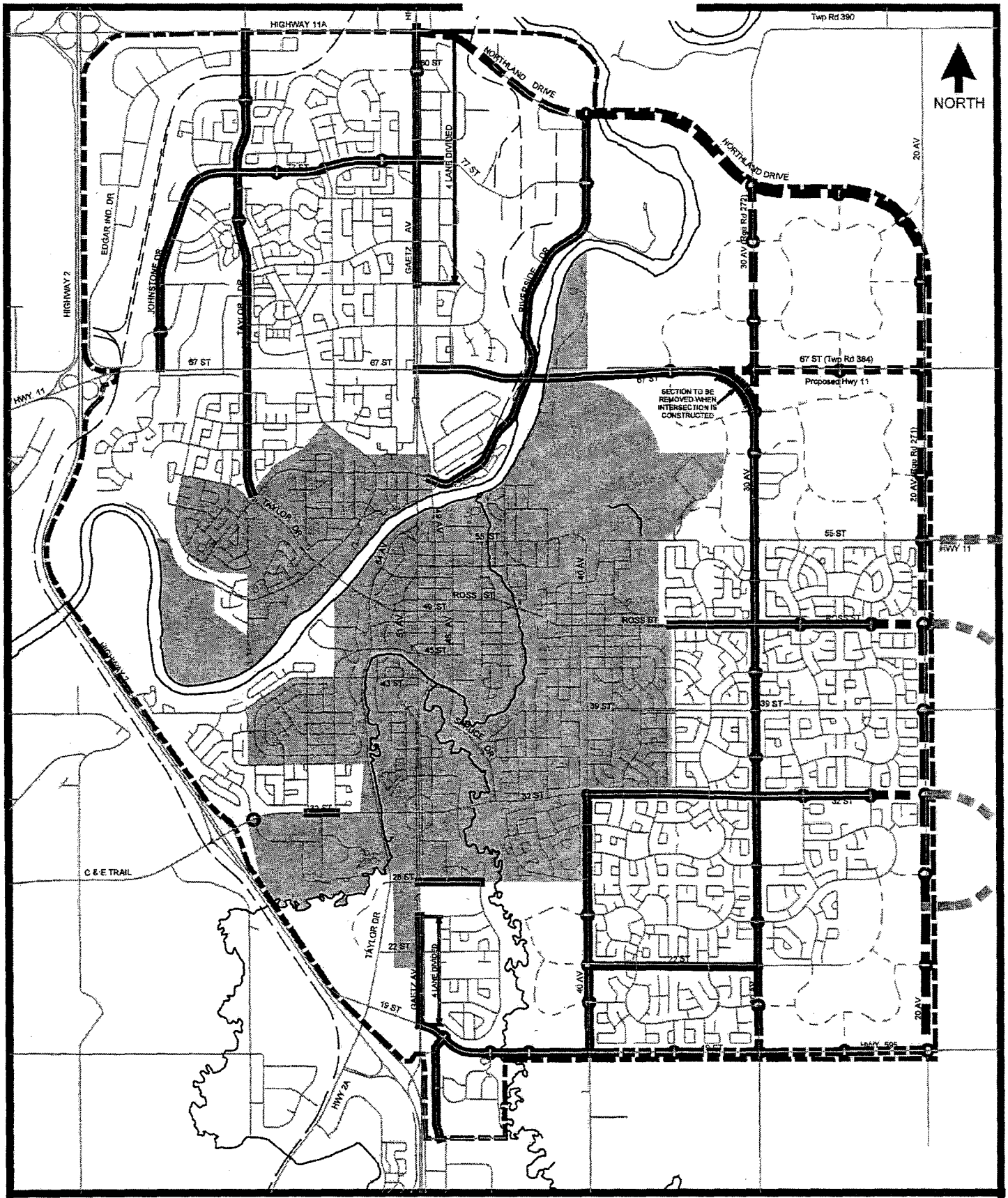
Proposed Trunks

STORM TRUNKS

Not to Scale

March 2005

OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "C"



MAJOR THOROUGHFARE LEVY

Not to Scale

July 2005

- Basin Boundary
- Existing 4 lane road (included in levy rate)
- Proposed 4 lane road
- Proposed 4 lane with 2 existing lanes
- Initial 2 lanes of 4 lane divided roadway
- Proposed Collector Roadway
- Former Central Basin (levies do not apply)
- Existing traffic lights included in offsite levy rate
- Proposed traffic lights included in offsite levy rate
- Not funded by Levy

OFF-SITE LEVY
BYLAW 3354 / 2005
SCHEDULE "D"

Item No. 10

BYLAW NO. 3355/2006

Being a bylaw to authorize the preparation of supplementary assessments within The City of Red Deer for 2006.

WHEREAS, The City of Red Deer wishes to require the preparation of supplementary assessments for improvements for the purpose of imposing a tax;

AND WHEREAS, the Municipal Government Act provides that this Bylaw must be passed before May 1 of the year that the Bylaw applies;

NOW THEREFORE Council enacts:

1 That a supplementary assessment shall be prepared for all improvements in 2006.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2006.
READ A SECOND TIME IN OPEN COUNCIL this	day of	2006.
READ A THIRD TIME IN OPEN COUNCIL this	day of	2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2006.

MAYOR

CITY CLERK

Item No. 11

BYLAW NO. 3273/A-2006

Being a bylaw to amend Bylaw No. 3273/2000, the Electric Utility Bylaw of The City of Red Deer.

COUNCIL ENACTS AS FOLLOWS:

Bylaw No. 3273/2000 is hereby amended as follows:

1. By deleting Appendix "A" - Distribution Tariff - and replacing it with Appendix "A" attached hereto.

2. By deleting Appendix "D" - Regulated Rate Tariff - and replacing it with Appendix "D" attached hereto.

3. This bylaw shall come into effect on January 1, 2006.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2006.
READ A SECOND TIME IN OPEN COUNCIL this	day of	2006.
READ A THIRD TIME IN OPEN COUNCIL this	day of	2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2006.

MAYOR

CITY CLERK

CITY OF RED DEER
ELECTRIC LIGHT & POWER DEPARTMENT

DISTRIBUTION TARIFF

GENERAL

Effective Date

This Tariff is effective on January 1, 2006. It applies to all consumptions, whether estimated or actual, on and after January 1, 2006, for the use of System Access and Distribution Access services.

Terms and Conditions

The "Terms and 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" 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.

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

	Unit	System Access	Distribution Access
Basic Charge	$ per day	0.0859	0.2870
Variable Charge	$/kWh of all energy	0.0030	0.0088

Balancing Pool Allocation

A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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

	Unit	System Access	Distribution Access
Basic Charge	$ per day	0.3629	0.0630
Variable Charge	$/kWh of all energy	0.0030	0.0194

Balancing Pool Allocation

A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0392	0.0950
Variable Charge	$/kWh of all energy	0.0030	0.0027

Balancing Pool Allocation

A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0404	0.0882
Variable Charge	$/kWh of all energy	0.0031	0.0029

Balancing Pool Allocation

A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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.

STREET LIGHT SERVICE - RATE 81

Application Applies to standard street light fixtures.

Distribution Tariff

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0546	0.0972
Variable Charge	$/kWh of all energy	0.0030	0.0037

Note: 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.

Balancing Pool Allocation A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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

	Unit	System Access	Distribution Access
Demand Charge	$/kVA of Billing Demand per day	0.0546	0.1012
Variable Charge	$/kWh of all energy	0.0030	0.0035

Note: 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.

Balancing Pool Allocation A credit of $0.001036/kWh of all energy effective from January 1, 2006 to December 31, 2006 inclusive and nil for any other time periods.

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.

DISTRIBUTION GENERATION - RATE 83

Application

Applies to generators meeting all of the following requirements

1. Have a capacity of 150 kW or greater, and connected to a distribution voltage;
2. Have installed a revenue class bi-directional 15-minute interval meter.

Generators not meeting the above requirements are reviewed on an individual basis.

Distribution Tariff

	Unit	Distribution Access
Capacity Charge	$/kW of peak output per day	0.0825
Variable Charge	$/kWh of supplied energy	0.0057

Note:
1. Power consumption by the customer for standby purposes is subject to an applicable rate (61, 63, 64, 78, 81 or 82) for load customers
2. Peak output is measured and calculated in the same manner as the Billing Demand for load customers

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.

Transmission Charge

As per the applicable supply tariff of the Transmission Administrator. This is a charge to the customer and is added to the customer's bill.

Transmission Credit

$DTS \times \Sigma(A - B)$ where

DTS is the applicable demand tariff of the Transmission Administrator
A is hourly gross billing determinants at the Point of Delivery to which the customer is connected
B is hourly net billing determinants at the Point of Delivery to which the customer is connected

This is a credit to the customer and is calculated on a monthly basis.

CITY OF RED DEER
ELECTRIC LIGHT & POWER DEPARTMENT

REGULATED RATE TARIFF

GENERAL

Effective Date

This Tariff is effective on January 1, 2006.

Terms and Conditions

The "Terms and Conditions for the Regulated Rate Tariff", the "Terms and Conditions for Distribution Access Services" and the "Terms and Conditions for Retail Access Services" are part of this Tariff. Furthermore, the "Regulated Rate Tariff Fee Schedule", the "Distribution Access Services Schedule of Fees", 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 current 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.

RESIDENTIAL REGULATED RATE

RATE 61

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 61 is available between January 1, 2001 and June 30, 2006.

Application

Applies to all residential premises which

(1) are measured by a single meter and contain not more than two dwelling units; and
(2) are not currently enrolled under any other price options or with any alternative retail electricity supplier.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool Allocation

As per Distribution Tariff, Appendix "A" of this Bylaw.

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

GENERAL SERVICE REGULATED RATE

RATE 63

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 63 is available between January 1, 2001 and June 30, 2006.

Application

(1) Applies to a non-residential customer, or to a residential premise not entitled to Rate 61, or to the "house lights" service (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; and

(2) It is reasonably forecasted that the annual consumption of electricity with respect to each separate property will be less than 250,000 kWh; and

(3) Customer is not currently enrolled under any other price options or with any alternative retail electricity supplier.

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.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool Allocation

As per Distribution Tariff, Appendix "A" of this Bylaw.

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

GENERAL SERVICE REGULATED RATE

RATE 64

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 64 is available between January 1, 2001 and June 30, 2006.

Application

(1) Applies to a commercial or industrial installation where service is taken at the voltage listed for Rate 63 but where the kVA Metered Demand is 50 kVA or greater; and
(2) It is reasonably forecasted that the annual consumption of electricity will be less than 250,000 kWh; and
(3) Customer is not currently enrolled under any other price options or with any alternative retail electricity supplier.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool Allocation

As per Distribution Tariff, Appendix "A" of this Bylaw.

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

GENERAL SERVICE REGULATED RATE

RATE 78

This tariff is provided in accordance with the Alberta Regulated Default Supply Regulation (A/R 168/2003), Regulated Default Supply Amendment Regulation (A/R 323/2003, A/R 344/2003, A/R 135/2004), and the Alberta Electric Utilities Act, S.A. 2003, c. E-5.1. Rate 78 is available between January 1, 2001 and June 30, 2006.

Application

(1) Applies to a commercial or industrial installation 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 1,000 kVA; and

(2) It is reasonably forecasted that the annual consumption of electricity will be less than 250,000 kWh; and

(3) Customer is not currently enrolled under any other price options or with any alternative retail electricity supplier.

Rate

Administration Charge	$0.2131 per day
Energy Charge	$0.08613 per kWh of all energy
System Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw
Distribution Access Charge	As per Distribution Tariff, Appendix "A" of this Bylaw

Balancing Pool Allocation

As per Distribution Tariff, Appendix "A" of this Bylaw.

Municipal Consent and Access Fee

As per Distribution Tariff, Appendix "A" of this Bylaw.

Minimum Monthly Charge

Minimum Distribution Tariff charge (Appendix "A" of this Bylaw), plus any applicable Municipal Consent and Access Fee, plus any applicable Administration Charge, plus any applicable Balancing Pool Flow Through.

Item No. 12

BYLAW NO. 3356/2006

Being a bylaw to authorize The City of Red Deer to execute an agreement with ATCO Gas and Pipelines Ltd., (the Company) to renew an agreement with, and to confer a franchise on the Company to deliver natural gas to customers within the City of Red Deer.

WHEREAS, the Company has requested a franchise be granted to provide natural gas services to customers within the City of Red Deer;

AND WHEREAS, it is deemed that such an agreement would be of benefit to customers within the City of Red Deer;

THEREFORE under the authority of the Municipal Government Act, S.A. 1994, Chapter M-26.1, Part 3, Division 3, Section 45 – 47 be it enacted that the City Clerk be authorized to sign the agreement which is attached to and forming part of this Bylaw and marked as Schedule "A" between The City of Red Deer and the Company to renew an agreement with and to confer a franchise on the Company to deliver natural gas services within the City of Red Deer;

This bylaw shall come into force upon the agreement being approved by the Alberta Energy and Utilities Board for the Province of Alberta, and upon being given third reading and finally passed.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2006.
READ A SECOND TIME IN OPEN COUNCIL this	day of	2006.
READ A THIRD TIME IN OPEN COUNCIL this	day of	2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2006.

_____ _____

MAYOR CITY CLERK

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

CITY OF RED DEER

TABLE OF CONTENTS

1) DEFINITIONS ..... Page 2
2) TERM ..... Page 3
3) GRANT OF FRANCHISE ..... Page 4
4) FRANCHISE FEE ..... Page 5
5) CORE SERVICES ..... Page 6
6) PROVISION OF EXTRA SERVICES ..... Page 7
7) MUNICIPAL TAXES ..... Page 7
8) RIGHT TO TERMINATE ON DEFAULT ..... Page 7
9) SALE OF GAS DISTRIBUTION SYSTEM ..... Page 7
10) PROVISION OF DETAILED PLANS AND EQUIPMENT ..... Page 8
11) RIGHT OF FIRST REFUSAL TO PURCHASE ..... Page 9
12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM ..... Page 10
13) RESPONSIBILITIES FOR COST OF RELOCATION ..... Page 14
14) GAS DISTRIBUTION SYSTEM EXPANSION ..... Page 16
15) INCREASE IN MUNICIPAL BOUNDARIES ..... Page 16
16) JOINT USE OF GAS DISTRIBUTION SYSTEM ..... Page 17
17) RECIPROCAL INDEMNIFICATION AND LIABILITY ..... Page 19
18) ASSIGNMENT ..... Page 19
19) NOTICES ..... Page 21
20) INTERRUPTIONS OR DISCONTINUANCE OF GAS SERVICE ..... Page 21
21) DISPUTE SETTLEMENT ..... Page 22
22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT ..... Page 23
23) FORCE MAJEURE ..... Page 23
24) TERMS AND CONDITIONS ..... Page 23
25) NOT EXCLUSIVE AGAINST HER MAJESTY ..... Page 23
26) SEVERABILITY ..... Page 23

Schedule "A"
Schedule "B"

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, 2006.

BETWEEN:

CITY OF RED DEER, a Municipal Corporation in the Province of Alberta (the "**City**")

OF THE FIRST PART

- and -

ATCO GAS AND PIPELINES LTD., a corporation having its head office at the City of Edmonton, in the Province of Alberta (the "**Company**")

OF THE SECOND PART

WHEREAS by Agreement dated September 24, 1945, made between the Company and the City a franchise was granted to the Company to supply natural gas to the City and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement dated November 17, 1967, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated May 30, 1978, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated May 10, 1982, the Agreement was amended;

WHEREAS by Renewal Agreement dated September 6, 1989, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated September 1, 1992, the Agreement was amended;

WHEREAS by Amending Agreement dated May 8, 1995, the Agreement was amended;

WHEREAS by Agreement dated December 15, 1999 the City consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS the City desires to grant and the Company desires to obtain an exclusive franchise to provide gas distribution services within the Municipal Area on the terms and conditions herein contained;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1) DEFINITIONS

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

a) **"Act"** means the *Gas Utilities Act* (Alberta) as amended;

b) **"Alignment(s)"** means a location specified by the City within the Service Corridor(s);

c) **"Board"** means the Alberta Energy and Utilities Board as established under the *Alberta Energy and Utilities Board Act* (Alberta), as amended;

d) **"Construct"** means and includes establish, construct, reconstruct, upgrade or extend any part of the existing Gas Distribution System or proposed Gas Distribution System;

e) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the City, with premises or facilities within the Municipal Area that is provided with Gas Distribution Service by the Company;

f) **"Core Services"** means all those services set forth in Schedule "A";

g) "**Delivery Tariff**" means the tariff prepared by the Company as revised or amended from time to time and approved by the Board on an interim or final basis, as the case may be, approving and authorizing the rates charged by the Company to provide the service of the delivery of natural gas to the Consumer;

h) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the City on behalf of its citizens and provided by the Company in accordance with Article 6;

i) "**Gas Distribution Service**" means the delivery of natural gas in accordance with the Company's Delivery Tariff;

j) **"Gas Distribution System"** means any facilities owned by the Company to provide Gas Distribution Service within the Municipal Area, and without limiting the generality of the foregoing, shall include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering natural gas to the Consumer within the Municipal Area and includes any natural gas transmission lines owned by the Company within the Municipal Area;

k) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Gas Distribution System;

l) **"Municipal Area"** means the area within the municipal boundaries of the City, as at the date of this Agreement, and as it may be otherwise increased herein;

m) **"Municipal Property"** means all property, infrastructure, including lands and buildings, owned, controlled or managed by the City within the Municipal Area;

n) **Operate"** means to operate, interrupt or restore any part of the Gas Distribution System in a safe and reliable manner;

o) **"Service Corridor"** means the surface of, as well as spaces above and below highways, streets, lanes, bridges, road allowances, public utility lots, utility rights of way (easements), public lands or public water under the control and management of the City;

p) **"Term"** means the term of this Agreement set out in Article 2;

q) "**Terms and Conditions**" means the terms and conditions contained within the Delivery Tariff;

r) "**Work**" means any work to Construct or Maintain the Gas Distribution System.

2) **TERM**

a) This Agreement shall be for a term of 10 years, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw ____, whichever day comes later.

b) It is agreed that this Agreement supercedes and replaces any prior gas franchise agreements between the City and the Company.

c) Unless otherwise agreed in writing between the parties, during the first year following the expiration of the Term, all the rights and obligations of the parties under this Agreement shall continue to be in effect.

d) Provided the Company gives written notice to the City not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the City has not provided notice to the Company to exercise its rights to purchase the Gas Distribution System, either party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Board.

e) Commencing one year following the expiration of the Term, unless either party has invoked the right to arbitration referred to in sub-paragraph (d) above, or the City has given notice to purchase the Gas Distribution System, this Agreement shall continue in effect but shall be amended to provide the following:

(i) Fifty (50%) percent of the franchise fee otherwise payable under this Agreement to the City shall be held back and in trust in an interest bearing trust account by the Company, for the sole benefit of the City. The trust money along with all accumulated interest shall be paid to the City immediately upon execution of another Gas Franchise Agreement with the Company, or if the City purchases the Gas Distribution System, or if the Company transfers or sells the Gas Distribution System, or upon further Order of the Board.

3) GRANT OF FRANCHISE

a) Subject to the terms and conditions hereof, the City hereby grants to the Company the exclusive right within the Municipal Area to Construct, Operate, and Maintain the Gas Distribution System together with the exclusive right to use portions of roads, rights-of-way, and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain the Gas Distribution System.

Subject to the terms hereof, the City agrees that it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the City which have been designated by the City for such use and which are necessary to Construct, Operate and Maintain a gas distribution system, for the purpose of delivering natural gas in the Municipal Area for Consumers, so long as the Company delivers to the City and the Consumers their requirements of natural gas.

b) The Company agrees to:

i) bear the full responsibility of an owner of a natural gas distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Delivery Tariff, insofar as applicable;

ii) Construct, Operate and Maintain the Gas Distribution System;

iii) use designated portions of Service Corridors owned, controlled or managed by the City necessary to Construct, Operate and Maintain the Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and

iv) use the City's Service Corridors granted hereunder solely for the purpose of providing Gas Distribution Service and any other service contemplated by this Agreement.

4) FRANCHISE FEE

a) Calculation of Franchise Fee

In consideration of the exclusive grant of franchise, the ability to use Municipal rights-of-way, and the mutual covenants herein, the Company agrees to pay to the City a franchise fee. The parties agree that s. 360(4) of the *Municipal Government Act* RSA 2000 c. M-26, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas and revenues from gas related riders, for clarity Method A in the company's Rate Rider A as approved by the Board from time to time) in that year for Gas Distribution Service within the Municipal Area.
The franchise fee percentage shall be as follows:

i) 22% for 2006, commencing on the first day after both the Board has approved this agreement and Council of the City has passed third reading of the adopting bylaw, whichever day comes later:

ii) 25% for 2007; and

iii) 29% for 2008.

By no later than September 1 of each year, the Company shall: (i) advise the City in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and (ii) with the City's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Area for the next calendar year.

By no later than November 15 of each year, the City shall advise the Company in writing of the franchise fee percentage to be charged for the following year. Failing which notification, the franchise fee percentage shall remain unchanged.

b) **Franchise Fee Cap**

The franchise fee percentage shall not at any time exceed thirty five (35%) percent, unless there has been prior Board approval.

c) **Notice to Change Franchise Fee**

Prior to implementing any change to the franchise fee, the City shall notify its intent to change the level of the franchise fee and the resulting effect that such change will have on an average residential customer's annual gas bill through publication of a notice once in the newspaper that has the widest circulation in the Municipal Area at least 45 days prior to implementing the revised franchise fee. A copy of the notice shall be filed with the Board.

d) **Payment of Franchise Fee**

Immediately upon the City passing third reading of the applicable by-law approving this Agreement, the Company shall pay the franchise fee amount, billed to each Consumer, to the City on a monthly basis within forty-five (45) days after billing for each Consumer.

e) **Reporting Considerations**

The Company shall provide to the City along with payment of the franchise fee amount, the information containing total Delivery Tariff billed, the franchise fee percentage applied, the derived franchise fee amount, used by the Company to verify the payment of the franchise fee amount.

5) CORE SERVICES

The Company agrees to provide those Core Services to the City as set forth in Schedule "A" and further agrees to the process contained in Schedule "A".

6) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached, the Company agrees to provide to the City those Extra Services, if any, as set forth in Schedule "B", as requested by the City from time to time. The Company is entitled to receive from the City a reasonable amount for full compensation for the provision of those Extra Services in accordance with Schedule "B".

Any breach by the Company for failing to provide any Extra Services contained in this Agreement shall not constitute a breach of a material provision of this Agreement for the purposes of Article 8.

7) MUNICIPAL TAXES

Amounts payable to the City pursuant to the terms and conditions hereof shall be (without duplication) in addition to the municipal taxes and other levies or charges made by the City against the Company, its land and buildings, linear property, machinery and equipment.

8) RIGHT TO TERMINATE ON DEFAULT

In the event either party breaches any material provision of this Agreement, the other party may, at its option, provide written notice to the party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the party in breach using best efforts on a commercially reasonable basis to remedy the breach, the party not in breach may give six (6) months notice in writing of the termination of this Agreement to the other party, and unless such breach is remedied to the satisfaction of the party not in breach acting reasonably this Agreement shall terminate subject to prior Board approval.

9) SALE OF GAS DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the City may, subject to the approval of the Board, (i) exercise its right to require the Company to sell to it the Gas Distribution System pursuant to the provisions of the Municipal Government Act (Alberta), as may be amended, where applicable, or (ii) if such right to require the Company to sell the Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters shall be referred to the Board for determination.

10) PROVISION OF DETAILED PLANS AND EQUIPMENT

a) Detailed Plans

The Company agrees to provide to the City for the City's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and Alignments of the Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in the Company's electronic form, together with as many prints of the overall Gas Distribution System as the City may reasonably require. These plans and plan sheets shall be updated by the Company on at least an annual basis.

The City shall upon reasonable request, provide to the Company any subdivision development plans of the City in hard copy and in the City's electronic form where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering natural gas to the Consumer.

b) Provision of Equipment

The Company agrees to provide the City's fire department with the equipment necessary for the operation of curb boxes and service valves so that in case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The City will notify one of the Company's representatives of fires which may affect the Gas Distribution System and /or the operations as quickly as reasonably possible, or, in the event that they cannot reach a Company representative, the City will advise the Company's standby personnel of such fires. The Company shall ensure that its representatives reasonably cooperate with the City in preventing, controlling and investigating fires involving or affecting the Gas Distribution System.

11) **RIGHT OF FIRST REFUSAL TO PURCHASE**

a) If during the Term of this Agreement, the Company receives a *bona fide* offer to operate, take control of the entire Gas Distribution System or purchase the Gas Distribution System within the Municipal Area, which the Company is willing to accept, then the Company shall promptly give written notice to the City of the terms and conditions of such offer and the City shall during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase that part of the Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer. Notwithstanding the foregoing, in the event that the City fails or refuses to exercise its right of first refusal, the City shall retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 18 below. For the purposes of this paragraph 11, "operate, take control" shall not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

b) If the City does not exercise its right of first refusal and the said *bona fide* offer that the Company is willing to accept does not proceed to closure, the City retains its right of first refusal on any other offer.

c) This right of first refusal only applies where the offer pertains to the entire Gas Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

d) Where the City exercises its rights to purchase the Gas Distribution System from the Company and thereby acquires the Gas Distribution System, the City agrees that should it no longer wish to own the Gas Distribution System within five (5) years after it acquires the said system and the City receives any *bona fide* offer from an arms length third party to purchase the Gas Distribution System, which it is willing to accept, then it shall promptly give notice to the Company of the terms and conditions of such offer. The Company shall during the next one hundred and twenty (120) days have the first right of refusal to purchase the Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer, providing the offer is equal to or greater than the terms of the original purchase by the City from the Company (taking into account the depreciation of the Gas Distribution System at the time of the offer).

e) The City's right of first refusal shall not apply where the Company has agreed to transfer the entire Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:

(i) the third party utility can demonstrate to the satisfaction of the City that it meets the necessary technical and financial requirements to own and operate the Gas Distribution System;

(ii) the only consideration that shall be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Gas Distribution System;

(iii) there is no adverse impact to the City resulting from the transfer and exchange above referenced as determined by the Board;

(iv) the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the exchange; and

(v) full compensation is paid to the City for all costs including administrative and legal costs incurred by the City in ensuring all of the conditions (i) through (iv) above are satisfied.

12) CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM

a) Legislation, Rules and Regulations

The Company shall ensure that all Work is performed within Service Corridors pursuant to this Agreement shall be in accordance with the requirements of all applicable legislation, rules, regulations and City construction standards, as amended from time to time.

The Company agrees that it shall, at its sole cost and expense, maintain a membership in good standing for the duration of this Agreement with the Alberta One-Call Corporation, or other successor utility location service.

b) **Municipal Approval**

Before undertaking any Work, or in any case in which the City specifically requests the same, the Company will submit to and obtain the approval from the City, or its authorized officers, of the plans, and the specifications when available for the proposed Work and its location. Approval by the City granted in accordance with this paragraph shall be limited to an approval of the location and Alignment of the Work only, and shall not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Where the Company plans to undertake Work in existing Service Corridors, the Company will consult with the City to determine suitable Alignments to locate the Gas Distribution System prior to submitting plans and specifications for the proposed Work for approval by the City.

The Company shall obtain prior written approval from the City of any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

Where any approvals are required to be obtained from either party under this Article, such approvals shall not be unreasonably withheld.

c) **Permits**

Prior to commencing any Work, the Company shall obtain such applicable permits as are required by the City.

d) **Restoration of Municipal Property**

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property within the Service Corridor the Company shall complete the said Work promptly and in a good and workmanlike manner, and, where applicable, in accordance with the approved plans and specifications. Further, the Company shall forthwith restore the Service Corridor, in accordance with the City's construction specifications, to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

The Company shall, where reasonably practicable, locate its pipelines and related equipment in front lot easements, lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants that it will not unduly interfere with the works of others or the works of the City. Where reasonable and in the best interests of both the City and the Consumer, the Company will cooperate with the City and coordinate the installation of the Gas Distribution System along the designated rights-of-way pursuant to the direction of the City. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipal Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost.

Upon default by the Company or its agent to repair damage caused to Municipal Property, the City may provide written notice to the Company to remedy the default. If the default is not remedied with two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using the best efforts on a commercially reasonable basis to remedy the default, the City may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

e) **Urgent Repairs and Notification**

If any repairs or maintenance required to be made to the Gas Distribution System are of an urgent nature where the operation or reliability of the Gas Distribution System is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the City, on the understanding and agreement that the Company will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the City as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

If any repairs or maintenance required to be made to the Municipal Property are of an urgent nature where the operation or reliability of the Municipal Property is materially compromised or potentially materially compromised, the City shall be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Company on the understanding and agreement that the City will obtain locates of other utilities prior to commencing mechanical excavation and provide written or verbal notice to the Company as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

f) **Company to Obtain Approvals from Other Utilities**

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Company shall notify all other utility operators and ensure that utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction and obtain any crossing agreements that may be required. Unless the City has staked the location for the utility property, staking shall not be deemed to be a representation or warranty by the City that the utility or utility property are located as staked. The City shall not be responsible for any damage caused by the Company to any utility or any third party as a result of the Company's Work, unless the City has improperly staked the utility property. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

g) **Removal of Liens**

The Company shall immediately notify the City of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and shall cause the same to be removed within 30 days (or such additional time as the City may allow in writing), failing which the City may take such action as it reasonably deems necessary to remove the same and the entire cost thereof shall be immediately due and payable by the Company to the City.

h) **Scheduling and Work Stoppage**

Notwithstanding any other provision in this Agreement, the City reserves the right to set, adjust or change the approved schedule of Work by the Company within the Service Corridors, excluding Work in utility rights of way (easements), at the City's sole discretion, acting reasonably, for the purpose of coordinating or managing any events or activities. The City shall use its best efforts to provide the Company 48 hours advance notice of any change to the approved schedule of Work.

If the City requires that any Work be stopped due to any emergency, the Company shall cease such Work immediately upon notice to the Company.

13) RESPONSIBILITIES FOR COST OF RELOCATION

Upon receipt of one (1) years notice from the City, the Company shall, at its own expense, relocate to Municipal Property such part of the Gas Distribution System that is located on Municipal Property as may be reasonably required by the City due to planned Municipal construction.

In order to encourage the orderly development of Municipal facilities and the Gas Distribution System, the City and the Company agree that they will meet regularly to: a) review the long-term facility plans of the City and the Company; and b) determine the time requirements and costs for final design specifications for each relocation. Providing the City is not the developer requesting the relocation for commercial or residential resale to third parties, the Company shall bear the expenses of the required relocation.

Notwithstanding the foregoing, the Company shall not be required to move any part of the Gas Distribution System after receipt of notice from the City in accordance with this Article where:

a) the Company has illustrated to the satisfaction of the City, acting reasonably, that an appropriate Alternative Course of Action is available;

b) the City has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the City); and

c) the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure that the City will be left with sufficient time to complete the said planned Municipal construction within the Intended Time Frame (taking into account any delays which the City may encounter as a result of the Company utilizing the Alternative Course of Action).

For the purposes of this Article 13, the term "Alternative Course of Action" shall mean any course of action that will enable the City to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the City may incur and which the Company will be required to pay in accordance with this Article 13) and "Intended Time Frame" shall mean the period of time within which the City would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Gas Distribution System in accordance with this Article 13.

If the City agrees to permit the Company to utilize an Alternative Course of Action, the Company shall pay any and all costs incurred in carrying out the Alternative Course of Action and shall pay on demand to the City (on a full indemnity basis) any and all costs incurred by the City:

(i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the City;

(ii) in modifying any plans the City may have prepared in respect of the said Municipal construction (which are referred to herein as "Modified Plans") or in preparing or developing plans and procedures (which are referred to herein as "Work Around Procedures") to work around the Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and

(iii) in the course of conducting the said planned Municipal construction where such costs would not have been incurred by the City if the Company had relocated the Gas Distribution System in accordance with this Article 13 (including any additional cost the City may incur in completing the said Municipal Construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

The following example illustrates the intended application of the foregoing provisions:

Where : (A) The City requires the Company to move a gas line so that the City can replace its own sewer lines. The cost of moving the gas line is $10,000. The cost of carrying out the replacement of the sewer line after moving the gas line is $40,000;

(B) The Company proposes to simply brace the gas line (at a cost of $2,000) and the City, acting reasonably, approves of this as an Alternative Course of Action;

(C) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the City in replacing the sewer line is $45,000 (being a net increase in cost of $5,000);

The Company is required to pay the $2,000 cost of the bracing together and the additional cost of $5,000 incurred by the City (resulting in a net savings of $3,000 to the Company).

In cases of emergency, the Company shall take all measures that are commercially reasonable and necessary to ensure public safety with respect to relocating any part of the Gas Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this clause without valid justification and in a timely and expeditious manner to the satisfaction of the City's representative, acting reasonably, the City may, but is not obligated to, complete such relocation or repair and the Company shall pay the reasonable costs of such relocation or repair forthwith to the City.

If the City chooses to complete such relocation or repair the City will ensure that such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The City is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the City liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the City, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or wilful misconduct of the City, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the City will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the City, the City shall not be responsible for any of the costs of such relocation.

14) GAS DISTRIBUTION SYSTEM EXPANSION

Subject to the Terms and Conditions, and at no cost to the City unless otherwise provided for under the Terms and Conditions, the Company shall, on a timely basis use its best efforts on a commercially reasonable basis to meet the Gas Distribution System expansion requests of the City or a Consumer, and provide the requisite facilities for connections for new Consumers to the Gas Distribution System.

15) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Area is increased through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta) by the greater of 640 acres and twenty five (25%) percent of the current area or more, the City shall have the right to:

(a) terminate this Agreement provided the City gives notice in writing to the Company of its intention to do so; or

(b) add the increased area to the Municipal Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

For all other increases to the Municipal Area through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta), the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

16) JOINT USE OF GAS DISTRIBUTION SYSTEM

a) **Municipal Use**

The City shall upon notice to the Company have, for any reasonable municipal purpose, the right to make use of the Gas Distribution System (excluding the transportation of gas) and any rights-of-way granted to the Company, provided such use complies with good and safe natural gas operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the City. The City is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using Gas Distribution System.

b) **Third Party Use and Notice**

The Company agrees that should any third party including other utilities desire to jointly use the Gas Distribution System or trenches or any parts of the Gas Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Gas Distribution System:

i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Gas Distribution System it seeks to use;

ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the City to obtain its written approval to jointly use that part of the Gas Distribution System on any Municipal Property or right-of-way. As a condition of granting its consent, the City may require that such third party enter into an agreement with the City, and such agreement may require that such third party pay compensation to the City;

iii) third, upon receiving written conditional approval from the City, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Gas Distribution System. Once a joint use agreement has been entered into between the Company and the third party, it shall not be subsequently amended without the consent of the City (which consent will not be unreasonably withheld).

c) **Cooperation**

The Company and City agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the Gas Distribution System located on Municipal Property.

d) **Payment**

The compensation paid or to be paid by such third party to the City for the use of the Municipal Property including its rights-of-way, shall be determined between the City and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use any portion of the Gas Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the City's right to intervene in any related regulatory proceeding.

e) **Provision of Agreements**

The Company shall provide to the City within 6 months of executing this Agreement a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Gas Distribution System.

Upon reasonable request by the City, copies of these agreements shall be updated by the Company and provided to the City at no cost to the City.

17) **RECIPROCAL INDEMNIFICATION AND LIABILITY**

a) Company shall indemnify and save the City, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the City, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

(i) any breach by the Company of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Area.

b) The City shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:

(i) any breach by the City of any of the provisions of this Agreement; or

(ii) the negligence or wilful misconduct of the City, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the City.

c) Notwithstanding anything to the contrary herein contained, in no event shall the City or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

18) **ASSIGNMENT**

In the event that the Company agrees to sell the Gas Distribution System to a third party purchaser, the Company shall comply with Article 11 above. In addition, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the City. The Company agrees that it will provide to the City a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the City with reasonable prior written notice of a sale of the Gas Distribution System to a third party purchaser. The parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the City for all costs including administrative and legal costs relating to providing its consent to the Assignment. ("Municipal Compensation")

The City has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees that the City may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the City, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the City's concern. Should the City not reply within the thirty (30) days, it is agreed that the City will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Board for approval of the sale, it will include in the application any notice received from the City, including the reasons given by the City for withholding its consent. The City shall have the right to make its own submissions to the Board.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Gas Distribution System without the consent of the City, subject to paying the Municipal Compensation for the assignment, and having obtained the Board's approval for the sale of the Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Board approves such sale of the Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Board approval, the Company shall be released from all its liabilities and obligations thereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the City's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the City indicating that it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this Article shall be submitted to the Board for determination.

19) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the City or to the Company as the case may be, at the addresses set forth below:

ATCO Gas and Pipelines Ltd.
7590 Edgar Industrial Drive
Red Deer, Alberta T4P 3R2
Attention: Manager Red Deer District Operations
Fax: (403) 346-8130

The City of Red Deer
Engineering Services Department
P.O. Box 5008
4914 – 48 Avenue
Red Deer, Alberta T4N 3T4
Attention: Engineering Serves Manager
Fax: (403) 342-8211

The date of receipt of any such notice as given above, shall be deemed to be as follows:

(i) In the case of personal service, the date of service;

(ii) In the case of registered mail, the seventh (7^{th}) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7^{th}) day following the date on which normal service is restored;

(iii) In the case of a fax, the date the fax was actually received by the recipient.

20) INTERRUPTIONS OR DISCONTINUANCE OF DELIVERY SERVICE

Subject to its Delivery Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Gas Distribution Service to any Consumer. However, the Company reserves the right to do so for any one of the following reasons:

(i) Where the Company is required to effect necessary repairs or changes to the Gas Distribution System;

(ii) On account of or to prevent fraud or abuse of the Gas Distribution System;

(iii) On account of defective aspects of the Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;

(iv) Where required, under the Terms and Conditions, due to a Consumer's non-payment of gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Gas Distribution Service, it shall notify the City in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Gas Distribution Service, the Company shall provide verbal notice to the City as soon as is practicable in the circumstances.

21) DISPUTE SETTLEMENT

To the extent permitted by law, the Company and City agree that unresolved disputes pertaining to this Agreement, other than those related to the sale of the Gas Distribution System as contemplated in Articles 9, 11(a) and 18 hereof, that pursuant to the terms of this Agreement, are to be submitted to the Board for determination, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either party providing written notice to the other party stating the dispute to be submitted to arbitration. The parties shall attempt to appoint a mutually satisfactory arbitrator within 10 business days of the said notice. In the event the parties cannot agree on a single arbitrator within the 10 business days, each party shall appoint an arbitrator within the 10 business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within 25 business days of written notice for arbitration. If either party fails to appoint an arbitrator within the time set forth above, the arbitrator appointed by the other party shall proceed with the arbitration and the award of such arbitrator shall be final and binding. In the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator within the 25 business day period from the date of delivery of the written notice for arbitration, either party may apply, on ten (10) days written notice to the other, to a Judge of the Court of Queen's Bench of Alberta for the appointment of the third arbitrator. The dispute shall be heard by the arbitrator(s) within 45 business days of the written notice for arbitration unless extended by mutual agreement between the parties. The arbitrator(s) shall render a decision within 20 business days of the last day of the arbitration hearing. Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Board's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the City and the Company shall continue to perform their respective obligations hereunder. The decision of the majority of the arbitrators shall be final and binding.

The Company shall advise the Board of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Board of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

22) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the City to the exercise by the Company of those powers which may be exercised by the Company with the consent of the City under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

23) FORCE MAJEURE

If either party shall fail to meet its obligations hereunder within the time prescribed, and such failure shall be caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such party hereunder, but such party shall use its best efforts to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding municipal governments), civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such party, and all of which by the exercise of due diligence of such party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

24) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Board, as revised or amended from time to time by the Board, shall apply to the City.

25) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

26) SEVERABILITY

To the extent permitted by law, any provision of this Agreement which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining portions hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

CITY OF RED DEER

PER: _____

PER: _____

ATCO GAS AND PIPELINES LTD.

PER: _____

PER: _____

SCHEDULE "A"
Core Services

The Company shall provide to the City the following basic services as Core Services:

1) The Company shall deliver natural gas to the Consumers within the Municipal Area in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the Act, any regulations thereto, and any Board Orders.

2) The Company shall install all natural gas facilities required to provide service to the Consumers within the Municipal Area and in accordance with the Terms and Conditions.

3) As required by legislation, the Company shall provide and install all necessary regulators and meters necessary for measuring the natural gas supplied to each Consumer. The point of delivery shall be upon the Consumer's premise, currently at the outlet side of the meter.

4) The Company agrees to collaborate with the City's Fire Department in an effort to mutually develop emergency response procedures relating to natural gas emergencies.

5) The Company shall do all things to Operate and Maintain the Gas Distribution System, including in accordance with all applicable regulations, codes, applicable standards and common industry practices.

6) The Company shall provide twenty-four hour a day "Trouble Service" to investigate any natural gas odor and make safe any suspected gas leak inside or outside the Consumer's premise.

7) The Company will utilize the services of professional engineers who are responsible for designing all natural gas facilities to satisfy all applicable regulatory codes and standards; preparing of necessary work order plans and monitoring the distribution network pressures to ensure that the Company's facilities will satisfy the Consumer's current and future natural gas delivery requirements.

8) The Company shall provide to the City, on request, copies of any and all Gas Distribution Service related written information or reports required to be filed with the Board, with the exception of responses to questions from interveners or the Board related to rate hearings.

9) The Company shall provide to the City, upon request, an annual report on the following standards specific to the City:

II

i) **System Reliability** - that will be measured by:

- The number of major interruptions to Gas Distribution Service resulting in a loss of service to Consumers;
- The number of Consumers affected by each outage; and
- The average duration of each outage.

ii) **Customer Satisfaction with local Gas Distribution Service** - that will be measured by the number and nature of unresolved local non-rates related customer complaints received by the Company.

- including the Company-wide Call Centre targets and statistics (wait times, abandoned calls, call volumes, etc); and any
- customer complaints received by the Board.

iii) **Public Safety:** that will be measured by:

- the number of customer injuries and/or damages due to Gas Distribution System failure;
- the number of line hits per total locates completed;
- the number of line hits as a result of inaccurate locates;
- the percentage of the area of the City surveyed for leaks and yearly cathodic protection measures;
- the number and nature of calls received from the City and any of its Municipal agencies (including fire department, police department etc.) regarding the Gas Distribution System.

10) The Company shall meet at least annually with the City ensuring that through a mutual exchange of information the City is kept apprised of the Company's construction and upgrading programs planned for the City. The City will advise the Company of any issues relating to the Gas Distribution System that have been addressed by Municipal council.

I

SCHEDULE "B"
Extra Services

1) After the City requests Extra Services, the Company will provide its applicable operations and maintenance standards for Gas Distribution System field services.

2) If the Company and the City agree that the Company will provide Extra Services requested by the City, the parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.

3) Extra Services shall mean:

[Not Applicable]

4) In consideration for the provision of the Extra Services, the City shall pay to the Company the sum of nil Dollars ($00.00) which if forming part of this Agreement shall be collected as part of the Franchise Fee.

5) Within sixty (60) days of the end of each calendar year, the Company shall provide a written report to the City, outlining the actual performance of the Extra Services provided and the related costs for each service for the City to assess if the performance standards for the Extra Services have been met.

6) In the event the Company breaches any material provision of the Extra Services contract, the City may, at its option, provide written notice to the Company to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Company using its best efforts on a commercially reasonable basis to remedy the breach, the City may give six (6) months notice in writing of the termination of the Extra Services contract to the Company, and unless such breach is remedied to the satisfaction of the City acting reasonably, the Extra Services contract shall terminate.

BYLAW NO. 3156/A-2006

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, ENACTS AS FOLLOWS:

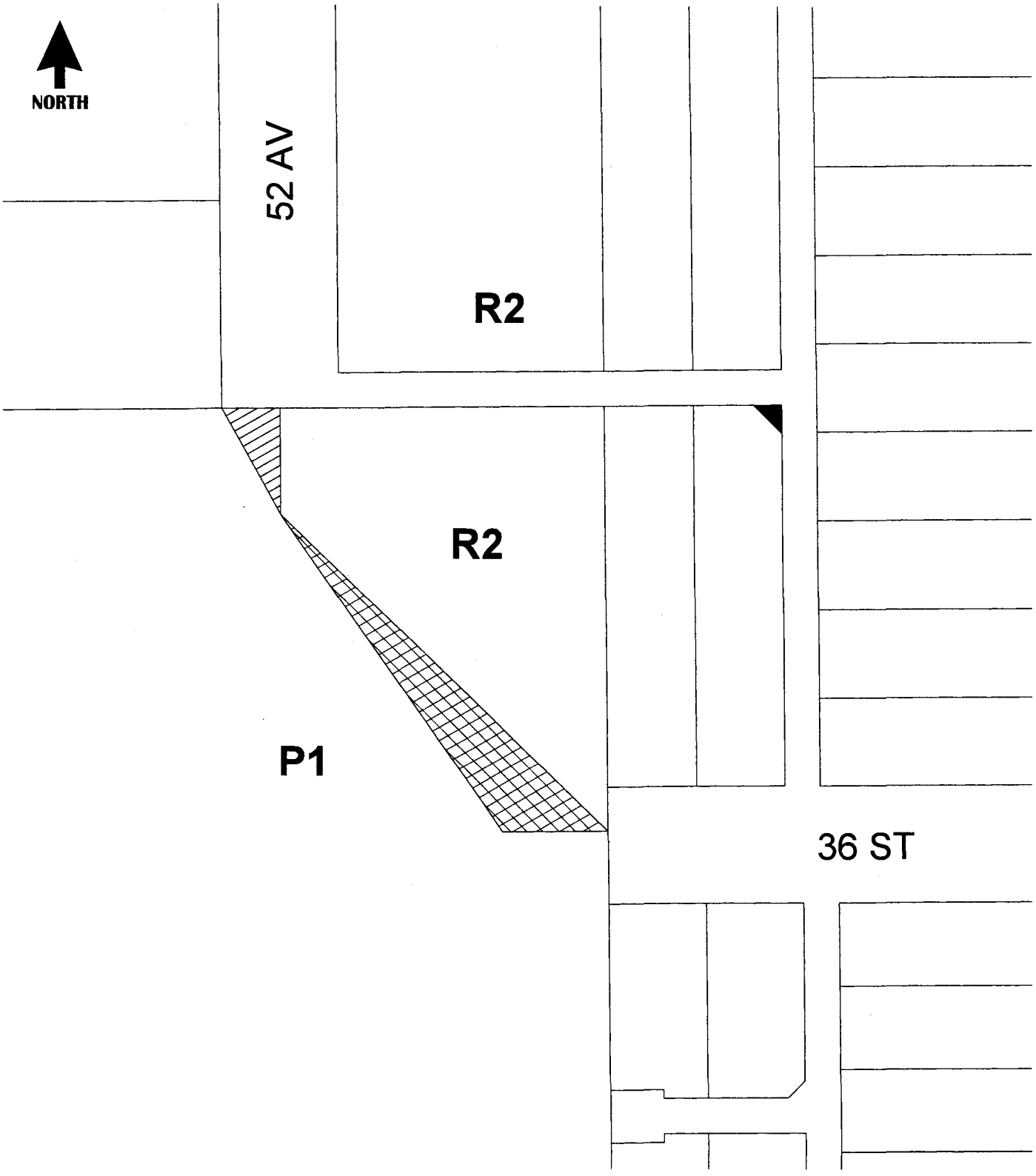
1. That "Use District Map F7" contained within "Schedule B" of the Land Use Bylaw is hereby amended in accordance with Land Use District Map No. 1/2006 attached hereto and forming part of the bylaw.

READ A FIRST TIME IN OPEN COUNCIL this	day of	2006.
READ A SECOND TIME IN OPEN COUNCIL this	day of	2006.
READ A THIRD TIME IN OPEN COUNCIL this	day of	2006.
AND SIGNED BY THE MAYOR AND CITY CLERK this	day of	2006.

_____ _____

MAYOR CITY CLERK

The City of Red Deer *PROPOSED LAND USE BYLAW AMENDMENT*



Change from :

P1 to R2

R2 to P1

R2 to Road

AFFECTED DISTRICTS:

P1 - Parks and Recreation District

R2 - Residential (Medium Density) District

MAP No. 1 / 2006

BYLAW No. 3156 / A - 2006

Item No. 14

BYLAW NO. 3156/B-2006

Being 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 ENACTS AS FOLLOWS:

Bylaw No. 3156/96 is hereby amended as follows:

1 By adding the following new section 35.1:

"35.1 OFFENCES AND PENALTIES

(1) No person shall:

(a) fail to comply with a development permit or subdivision approval or conditions forming part thereof;

(b) fail to comply with an order under section 545, 546, 551, 567 or 645;

(c) fail to comply with a decision of the subdivision and development appeal board;

(d) obstruct or hinder any person in the exercise or performance of the person's powers under this bylaw; or

(b) make use of land in a manner contrary to the provisions of this Bylaw.

(2) A person who contravenes or fails to comply with any provision of this Bylaw is guilty of an offence and is liable upon summary conviction to the specified penalty set out in Schedule "E", or in the case of an offence for which there is no specified penalty, to a fine of not less than $250.00 and not more than $10,000 or to imprisonment for not more than one year, or to both fine and imprisonment.

(3) Where a Bylaw Officer reasonably believes that a person has contravened any provision of this Bylaw, the Bylaw Officer may, in addition to any other remedy at law, serve upon the person a violation ticket, in the form provided under the Provincial Offences Procedures Act, allowing payment of the specified penalty for the particular offence as provided in Schedule "E" of this Bylaw, and the recording of such payment by the Provincial Court of Alberta shall constitute acceptance of a guilty plea and the imposition of a fine in the amount of the specified penalty.

(4) Where a person is convicted of a second, third or subsequent offence under a particular section of this Bylaw, and where that offence has occurred within 12 months after the date of the occurrence of the first offence under that section of this Bylaw, the specified penalties applicable upon conviction for such second, third or subsequent offence shall be the amount set out in columns two and three, respectively, of Schedule "E".

(5) This section shall not prevent any Bylaw Officer from issuing a violation ticket requiring a court appearance of the defendant, pursuant to the provisions of the Provincial Offences Procedures Act, or from laying an information in lieu of issuing a violation ticket.

(6) A Bylaw Officer who believes on reasonable grounds that a sign is not authorized pursuant to this Bylaw may remove and impound the sign:

(a) in the case of a sign for which a permit is issued, after 7 days notice to the sign permit holder, delivered to the address shown on the sign permit; or

(b) in the case of a sign for which no permit has been issued, without prior notice to any person.

(7) Notwithstanding subsection (6), a Bylaw Officer may not remove a sign which is located in or upon or which is affixed to a building without either the consent of the owner of the building, the consent of the owner of the sign or a court order.

(8) Following the impounding and removal of a sign, the Development Officer for the City shall cause a notice to be sent to the owner of the sign (if known) or to the owner of the premises from which the sign is removed, advising of the removal. The owner of the sign may secure its release from impound upon payment in full of all applicable impounding and storage charges at the rates specified in Schedule "E" of this Bylaw.

(9) An impounded sign which has not been redeemed within 60 days of the date of service of notice as specified in subsection (8), may be disposed of by the City without further notice to any person and without any liability to compensate the owner of the sign.

2 Sections 59 to 61 of Schedule "D" are deleted.

3 In all other respects, Bylaw No. 3156/96 is hereby ratified and confirmed.

READ A FIRST TIME IN OPEN COUNCIL this day of 2006.

READ A SECOND TIME IN OPEN COUNCIL this day of 2006.

READ A THIRD TIME IN OPEN COUNCIL this day of 2006.

AND SIGNED BY THE MAYOR AND CITY CLERK this day of 2006.

MAYOR

CITY CLERK

SCHEDULE "E"

SPECIFIED PENALTIES FOR OFFENCES UNDER LAND USE BYLAW

Description of Offence	First Offence	Second Offence	Third or Subsequent Offence
Schedule "D" Section 3 - Displaying a Sign without a required permit	$500.00	$1,000.00	$5,000.00
Schedule "D" - Displaying a Sign in contravention of this Bylaw	$500.00	$1,000.00	$5,000.00
Displaying a Sign in contravention of the conditions of a development permit	$500.00	$1,000.00	$5,000.00
Section 8 (1) Commence Development Without Permit	$500.00	$1,000.00	$5,000.00
Section 40 (1) or (2) Breach restrictions on corner sites	$150.00	$250.00	$500.00
Section 44 Commercial vehicle in residential district	$150.00	$250.00	$500.00
Section 45 (a), (b) or (c) Commercial vehicle/trailers in a front yard or store dilapidated vehicle	$150.00	$250.00	$500.00
Section 47 (1) Permit living or sleeping in trailer	$150.00	$250.00	$500.00
Section 58 (1) (a) or (b) Construct temporary building without permit or contrary to Bylaw	$200.00	$400.00	$600.00
Section 62 (1) or (3) Accessory building contrary to Bylaw	$150.00	$250.00	$500.00

IMPOUNDING AND STORAGE CHARGES

Item	Authorized Charge
Impounding of signs	$100.00 per sign
Storage of signs: less than or equal to 1.5 m^2	$3.00 per sign per day
Storage of signs: greater than 1.5 m^2	$5.00 per sign per day