



## **Council Meeting**

Jubilee Centre Council Chamber  
9909 Franklin Avenue, Fort McMurray

Tuesday, January 22, 2013  
6:00 p.m.

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### **Agenda**

#### **Call To Order**

#### **Opening Prayer**

#### **Adoption of Agenda**

1. Adoption of January 22, 2013 Council Agenda

#### **Minutes of Previous Meetings**

2. Minutes of January 8, 2013

#### **Delegations**

*Those individuals in attendance at the meeting will be provided with an opportunity to address Council regarding an item on the agenda, with the exception of those items for which a Public Hearing is required or has been held. Consistent with all delegations, each presentation will be allowed a maximum of five minutes.*

#### **Bylaws**

3. Bylaw No. 13/001 – Vehicle for Hire Bylaw (1st reading)

4. Lot 4, Block 1, Plan 112 5198 Amendment (along Highway 69)
  - Bylaw No. 13/002 – Highway 69/Clearwater River Valley Area Structure Plan (1st reading)
  - Bylaw No. 13/003 – Land Use Bylaw (1st reading)
5. Bylaw No. 13/004 - Land Use Bylaw Amendment for City Centre Area Redevelopment Plan Special Area (1st reading)
6. Bylaw No. 13/005 - Land Use Bylaw Amendment for City Centre Area Redevelopment Plan Special Area - Sign Regulations (1st reading)
7. 2013 Debenture Borrowing for New and Previously Approved Capital Projects (1st readings)

#### **Reporting - Boards and Committees**

#### **Adjournment**

8. Adjournment of January 22, 2013 Council Meeting

**Unapproved Minutes of a Meeting of the Council of the Regional Municipality of Wood Buffalo held in the Council Chamber at the Municipal Offices in Fort McMurray, Alberta, on Tuesday, January 08, 2013, commencing at 6:00 p.m.**

**Present:** M. Blake, Mayor  
D. Blair, Councillor  
C. Burton, Councillor  
L. Flett, Councillor  
S. Germain, Councillor  
P. Meagher, Councillor  
J. Stroud, Councillor  
C. Tatum, Councillor  
R. Thomas, Councillor  
A. Vinni, Councillor

**Absent** D. Kirschner, Councillor

**Administration:** G. Laubenstein, Chief Administrative Officer  
S. Kanzig, Chief Legislative Officer  
S. Soutter, Legislative Coordinator

**Call To Order**

Mayor Blake called the meeting to order at 6:12 p.m.

**Opening Prayer**

Mayor Blake invited those so inclined to join her in Prayer.

**Adoption of Agenda**

**1. Adoption of January 8, 2013 Council Agenda**

Moved by Councillor P. Meagher that the agenda be adopted as presented.

CARRIED UNANIMOUSLY

**Minutes of Previous Meetings**

**2. Minutes of December 11, 2012**

Moved by Councillor R. Thomas that the minutes from the December 11, 2012 Council Meeting be approved.

CARRIED UNANIMOUSLY

### **Reports**

**3. Adoption of Amended Articles of Association for Wood Buffalo Housing & Development Corporation**

Moved by Councillor P. Meagher that the Articles of Association of Wood Buffalo Housing & Development Corporation be adopted by Council and that the Mayor be authorized to sign a Special Resolution of the Members of Wood Buffalo Housing and Development Corporation on behalf of the Municipality to replace the existing Articles with the amended Articles.

CARRIED UNANIMOUSLY

**4. Regional Recreation Corporation Board – Appointment of Directors**

Moved by Councillor R. Thomas that Michael Cachia, David Tien and Tim Wiwchar be appointed to the Regional Recreation Corporation Board, effective immediately, until December 31, 2014.

CARRIED UNANIMOUSLY

### **Reporting - Boards and Committees**

- Conklin Christmas Celebration (Councillor's Burton and Stroud)
- Mayor and Council Toast of Champions (Councillor Stroud)

### **Adjournment**

**5. Adjournment of January 8, 2013 Council Meeting**

Moved by Councillor D. Blair that the meeting be adjourned.

CARRIED UNANIMOUSLY

The meeting adjourned at 6:31 p.m.

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Mayor

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Chief Legislative Officer

**Subject: Bylaw No. 13/001 – Vehicle for Hire Bylaw****APPROVALS:**

Rene Wells, Director RCMP Support/Bylaw Services  
Carol Theberge, Executive Director  
Glen Laubenstein, Chief Administrative Officer

**Administrative Recommendation:**

THAT Bylaw No. 13/001, being the Vehicle for Hire Bylaw be read a first time.

**Summary:**

A comprehensive review of Taxi Bylaw No. 03/021 confirmed that a new bylaw was required in order to improve customer service and public safety throughout the region and to better regulate the vehicle for hire sector. The authority to adopt a vehicle for hire bylaw is vested with Council under the Municipal Government Act.

**Background:**

Taxi Bylaw No. 03/021 was adopted by Council on November 25, 2003, replacing the previous bylaw that had been in effect since 1993. Since then, growth throughout the municipality has been considerable, including the vehicle for hire sector. This has resulted in challenges typically seen in larger cities and municipalities; a new bylaw is necessary in order to better meet the needs of residents and visitors in the region.

First reading of Vehicle for Hire Bylaw No. 12/029 occurred on June 26, 2012. Through a series of public engagement sessions, additional feedback was received from the general public and a number of stakeholders, including representatives of the vehicle for hire sector. Based on feedback, numerous amendments to Bylaw No. 02/029 would be needed; therefore, Administration proposes that a new bylaw be brought forward for consideration. Bylaw No. 12/029 would then receive no further consideration.

**Rationale for Recommendation:**

Improved customer service, enhanced public safety and consistency in the services that chauffeurs and vehicle for hire companies offer the general public are the cornerstones of the proposed bylaw.

Key features of Bylaw No. 13/001 include:

- A greater emphasis on training that those seeking a Chauffeur's Permit must complete in order to carry out their duties.

- Enhanced safety of chauffeurs and their clients through the installation of specialized equipment in all vehicles for hire, the costs of which are partially offset through rebates over the next three years.
- Additional time provided to chauffeurs and owners of vehicles for hire to become compliant with the new bylaw.
- Adjusted Zone Maps that give chauffeurs an appropriate level of compensation for their services, thus creating an incentive for them to offer their customers the option of a flat rate for trips between the Urban Service Area and locations in the Rural Service Area.
- The establishment of a taxi fare system for Vehicles for Hire that operate exclusively in the Rural Service Area.

Administration supports Bylaw No. 13/001 – Vehicle for Hire Bylaw and recommends that the bylaw (Attachment 1) be given first reading.

**Attachment:**

1. Vehicle for Hire Bylaw No. 13/001



REGIONAL MUNICIPALITY  
OF **WOOD BUFFALO**

# **Vehicle for Hire Bylaw**

Bylaw No. 13/001

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## **BYLAW NO. 13/001**

### **BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF REGULATING AND CONTROLLING TAXI AND LIMOUSINE SERVICES WITHIN THE BOUNDARIES OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO**

**WHEREAS** pursuant to section 7 of the *Municipal Government Act*, R.S.A 2000, c.M-26, a council may pass bylaws for municipal purposes respecting:

1. the safety, health and welfare of people and the protection of people and property;
2. transport and transportation systems;
3. businesses, business activities and Persons engaged in business; and
4. the enforcement of bylaws;

**AND WHEREAS** pursuant to section 8 of the *Municipal Government Act*, R.S.A 2000, c.M-26, a council may in bylaw:

1. regulate or prohibit;
2. deal with any development, activity, industry, business or thing in different ways, divide each of them into classes and deal with each class in different ways;
3. provide for a system of licences, permits or approvals including any or all of the items enumerated therein;
4. establish and specify the fees, rates, fares, tariffs or charges that may be charged for the hire of taxis or limousines; and
5. provide for an appeal, the body that is to decide the appeal and related matters.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, hereby enacts as follows:

#### **I. DEFINITIONS, INTERPRETATION AND APPLICATION**

##### **Short Title**

1. This Bylaw may be cited as the “Vehicle for Hire Bylaw”.

##### **Definitions**

2. In this Bylaw, unless the context otherwise requires:

- (a) “Accessible Taxi” means a Motor Vehicle displaying a valid Vehicle for Hire Licence with an Accessible Taxi endorsement;
- (b) “Airport Endorsement” means a supplemental permit issued by the Fort McMurray Airport to a Vehicle for Hire;
- (c) “Applicant” means a Person who applies for a Licence;
- (d) “Brokerage” means a Person named on a valid Brokerage Licence;
- (e) “Brokerage Licence” means a Brokerage Licence issued pursuant to this Bylaw authorizing the Licensee to conduct Brokerage Operations;
- (f) “Brokerage Operations” include:
  - (i) administering Taxi, Limousine and Shuttle fleets;
  - (ii) employing or contracting with one or more Drivers;
  - (iii) accepting calls for the dispatch of Taxis through a manned communication system that operates 24 hours a day, 365 days a year;
  - (iv) accepting calls for contracts for services of Limousines; and
  - (v) setting fixed routes for Shuttles;
- (g) “Certificate” means a Meter Accuracy Certificate and a Mechanical Inspection Certificate;
- (h) “Chauffeur’s Permit” means a Chauffeur's Permit issued pursuant to this Bylaw authorizing the Licensee to Operate a Taxi, Accessible Taxi, Limousine or Shuttle, as applicable, within the Municipality;
- (i) “Chief Administrative Officer” means the Chief Administrative Officer of the Municipality, or his delegate;
- (j) “Chief Taxi Inspector” means the Chief Taxi Inspector of the Municipality, or his delegate;
- (k) “Colour Scheme” means the one (1) or two (2) specific colour(s) to be used, including reference paint or colour sample, where the colour(s) will be applied on the body of the Motor Vehicle, logos (if any), colour and design of top lights, and vehicle numbering system;
- (l) “Council” means Council of the Municipality;

- (m) “Courtesy Vehicle” means a Motor Vehicle Operated by a Person for purposes of gratuitous shuttle of passengers and other members of the public to and from a place of business, but does not include a service provided by an employer to such employer’s employees only;
- (n) “Driver” means a Person who holds a valid Chauffeur's Permit to Operate a Vehicle for Hire;
- (o) “Electronic Payment System” means a system by which a passenger may pay a fare by an immediate electronic withdrawal from his bank account or charge to his credit card account;
- (p) “Emergency” means situations including the medical distress of a passenger, motor vehicle collisions, fires or the commission of an offence which are observed by a Driver or a passenger;
- (q) “Highway” means a highway as defined in the *Traffic Safety Act*;
- (r) “Independent Driver Owner” means a Person named on both a Chauffeur's Permit and a Vehicle for Hire Licence who owns and Operates a Vehicle for Hire that is not affiliated with or dispatched by a Brokerage;
- (s) “Independent Driver Owner Licence” means a Licence issued pursuant to this Bylaw authorizing the Licensee to operate as an Independent Driver Owner;
- (t) “Land Use Bylaw” means the Municipality’s Land Use Bylaw No. 99/059, as amended or repealed and replaced from time to time;
- (u) “Licence” means a Chauffeur’s Permit, a Vehicle for Hire Licence, Brokerage Licence or an Independent Driver Owner Licence;
- (v) “Licensed Mechanic” means a Person holding a valid Alberta Journeyman Certificate as an automotive service technician or heavy duty mechanic issued pursuant to the *Apprenticeship and Industry Training Act* or an Interprovincial Red Seal certification recognized by Alberta Industry and Training;
- (w) “Licensee” means a Person named on a Licence”;
- (x) “Limousine” means a Motor Vehicle displaying a valid Vehicle for Hire Licence with a Limousine endorsement;
- (y) “Mechanical Fitness Regulations” means those regulations governing the mechanical fitness of Taxis, Accessible Taxis, Limousines, Shuttles and Courtesy Vehicles, as specified by the Chief Taxi Inspector from time to time, a copy of which shall be available for inspection at the office of the Chief Taxi Inspector;

- (z) “Mechanical Inspection Certificate” means a Mechanical Inspection Certificate issued in writing pursuant to this Bylaw certifying that the Motor Vehicle is mechanically fit to be Operated as a Vehicle for Hire or Courtesy Vehicle;
- (aa) “Meter Accuracy Certificate” means a Meter Accuracy Certificate issued in writing pursuant to this Bylaw certifying the accuracy of a Taxi Meter installed in a Taxi or an Accessible Taxi;
- (bb) “Mobility Aid” means a device, including a manual wheelchair, electric wheelchair or scooter that is used to facilitate the transport, in a normal seated orientation, of a Person with a disability;
- (cc) “Motor Vehicle” means a motor vehicle as defined in the *Traffic Safety Act*;
- (dd) “Municipality” means the municipal corporation of the Regional Municipality of Wood Buffalo and includes the geographical area within the boundaries of the Regional Municipality of Wood Buffalo where the context so requires;
- (ee) “Operate” or “Operating” when used in relation to a Motor Vehicle, means to drive or to have care or control of the Motor Vehicle;
- (ff) “Owner” when used in relation to a Motor Vehicle means:
  - (i) any Person named as an owner or a lessee on the provincial vehicle registration certificate; or
  - (ii) any Person with a beneficial ownership interest in the Motor Vehicle pursuant to a written bill of sale in their favour from a Person named as an owner on the provincial vehicle registration certificate;
- (gg) “Peace Officer” means a community peace officer or bylaw enforcement officer employed by the Municipality and authorized to enforce this Bylaw, or a police officer;
- (hh) “Person” includes a corporation and the heirs, executors, administrators or other legal representatives of a person;
- (ii) “Planning and Development Department Office” means the office of the Municipality's Planning and Development Department;
- (jj) “Previously Arranged” means:
  - (i) in the case of a Limousine affiliated with a Brokerage, the passenger has entered into a written or electronic agreement with the Brokerage prior to the pick up; or

- (ii) in the case of a Limousine that is an Independent Driver Owner, the passenger has entered into a written or electronic agreement with the Driver of the Limousine prior to the pick up.
- (kk) “RCMP” means the Royal Canadian Mounted Police;
- (ll) “Rural Service Area” means the rural service area as defined in Order-in-Council 817/94, as amended;
- (mm) “Rural Service Area connected by Winter Road” means those portions of the Rural Service Area with only seasonal road access to the Urban Service Area;
- (nn) “Service Dog” means:
  - (i) service dog as defined by the *Service Dogs Act*, Chapter s-7.5, R.S.A. 2000 as amended or replaced from time to time; or
  - (ii) a guide dog as defined by the *Blind Person’s Rights Act*, Chapter B-3, R.S.A. 2000 as amended or replaced from time to time.
- (oo) “Shuttle” means a Motor Vehicle displaying a valid Vehicle for Hire Licence with a Shuttle endorsement;
- (pp) “Taxi” means a Motor Vehicle displaying a valid Vehicle for Hire Licence with a Taxi endorsement;
- (qq) “Taxi Meter” means a device which is used to compute and display the fare payable for services provided by a Taxi or Accessible Taxi;
- (rr) “Trip” means the distance and time travelled or the distance and time to be travelled, measured from the time and point at which the passenger first enters a Vehicle for Hire or when the Taxi Meter is first engaged, whichever comes first, to the point and time at which the passenger leaves the Vehicle for Hire or when the Taxi Meter is disengaged, whichever comes last;
- (ss) “Trip Sheet” means the written record of the details of each Trip;
- (tt) “Urban Service Area” means the Fort McMurray Urban Service Area as defined in Order-in-Council 817/94, as amended;
- (uu) “Van” means a Motor Vehicle that has a seating capacity for a minimum of twelve (12) adults;
- (vv) “Vehicle for Hire” means a Taxi, an Accessible Taxi, Limousine or Shuttle but does not include a Courtesy Vehicle;

- (ww) “Vehicle for Hire Inspection Station” means a business that holds a Commercial Vehicle inspection Station Licence issued by Alberta Transportation and is approved by the Chief Taxi Inspector to conduct inspections for the purpose of this Bylaw; and
- (xx) “Vehicle for Hire Licence” means a Vehicle for Hire Licence issued pursuant to this Bylaw authorizing a specific Motor Vehicle to be Operated as either a Taxi, Accessible Taxi, Limousine or Shuttle, as applicable.
- (yy) “Vehicle Inspection Certificate” means a Vehicle Inspection Certificate issued in writing by a Peace Officer pursuant to this Bylaw certifying that the Motor Vehicle is in compliance with this Bylaw and the regulations prescribed by the Chief Taxi Inspector from time to time, excluding the Mechanical Fitness Regulations.
- (zz) “Waiting Time” means the waiting time incurred by a Driver while under hire when requested by a passenger to stop at a location.

### **Application**

- 3. This Bylaw applies to the Operation of Motor Vehicles offered for the transportation of at least one (1) passenger in return for a fare or other fee from any place within the Municipality to a destination either within or outside of the Municipality and to the Operation of Courtesy Vehicles.

### **Exemptions**

- 4. This Bylaw does not apply to:
  - (a) a Motor Vehicle that is designed to carry nine (9) or more passengers, including the driver which vehicle Operates pursuant to a valid provincial Operating Authority Certificate;
  - (b) a Motor Vehicle owned or Operated by or on behalf of the Municipality;
  - (c) an ambulance;
  - (d) any service where the passenger is driven without a fare or other fee in his or her own Motor Vehicle; or
  - (e) a Motor Vehicle used in providing care to clients who require personal assistance with activities of daily living where:
    - (i) the arrangement and provision of that transportation is not the primary business of the Person providing the service; and

- (ii) no fare or other fee is directly charged or collected for the provision of the transportation portion of the service being provided.

### **Rural Service Area**

- 5. (a) A Brokerage or Independent Driver Owner and a Vehicle for Hire shall be deemed to be operating exclusively in the Rural Service Area if:
  - (i) service is provided exclusively between points in the Rural Service Area; or
  - (ii) service originates in the Rural Service Area and involves transporting a passenger or passengers to the Urban Service Area with or without a return trip by the same passenger or passengers to a point or points in the Rural Service Area.
- (b) Except as provided in section 5(a)(ii), any service provided entirely or partly in the Urban Service Area shall be deemed to constitute operating in the Urban Service Area.

## **II. CHIEF TAXI INSPECTOR**

### **Delegation of Authority**

- 6. Council of the Municipality hereby delegates the administration of this Bylaw and the power to make any decision required under this Bylaw to the Chief Taxi Inspector and to the Chief Administrative Officer, respectively, as and to the extent provided herein. The Chief Taxi Inspector and Chief Administrative Officer may further delegate their respective authority to employees of the Municipality.

### **Powers of Chief Taxi Inspector**

- 7. Without restricting any other power, duty or function granted by this Bylaw, the Chief Taxi Inspector may:
  - (a) carry out any inspections required to determine compliance with this Bylaw;
  - (b) take any steps or carry out any actions required to remedy a contravention of this Bylaw;
  - (c) prescribe forms for the purposes of this Bylaw;
  - (d) prescribe procedures for the administration of this Bylaw;

- (e) prescribe the manner in which Chauffeur Permits and Vehicle for Hire Licences are to be displayed in Vehicles for Hire;
- (f) prescribe the manner in which rates are to be displayed in Vehicles for Hire;
- (g) prescribe equipment and maintenance standards for Vehicles for Hire;
- (h) prescribe makes, models and years of production for Vehicles for Hire that are not inconsistent with this Bylaw;
- (i) specify the requirements or acceptability of any program, course or test that an Applicant or Licensee must successfully complete to be proficient in:
  - (i) driver safety;
  - (ii) the English language;
  - (iii) customer service, diversity and human rights;
  - (iv) knowledge of the Municipality, map reading and tourism;
  - (v) transportation of the disabled;
  - (vi) business management;
  - (vii) vehicle maintenance and safety; and
  - (viii) the obligations and responsibilities of Persons under this Bylaw and any other laws governing the delivery of Vehicle for Hire services;
- (j) prescribe the Colour Scheme for Vehicles for Hire;
- (k) specify or prohibit safety equipment or devices which may be placed in or on Vehicles for Hire;
- (l) specify the type, content, format and location of advertising or promotional material, brochures, cards, stickers, signs, decals or other similar material which may be carried in or on a Vehicle for Hire;
- (m) prescribe and change the rates that may be charged by Vehicles for Hire. The rates prescribed for the year following implementation of this Bylaw, commencing September 1, 2013 are as stated in Schedule B hereto. Changes in any such rates may be made annually by the Chief Taxi Inspector in accordance with the formula for such change set out in Section 6 of Schedule B; and

- (n) specify, prescribe and change any other matter necessarily incidental to the purpose of this Bylaw and not inconsistent with any other provision of this Bylaw or any provincial or federal legislation.

### **Effective Date**

- 8. The exercise of those powers set out in section 7 shall be made in writing and are effective upon the date they are signed by the Chief Taxi Inspector unless the Chief Taxi Inspector specifies an effective date.

### **Bulletins**

- 9. Where the Chief Taxi Inspector exercises any of the powers conferred in section 7, the Chief Taxi Inspector shall cause a bulletin to be published in accordance with this section.
  - (a) The Chief Taxi Inspector shall publish bulletins by:
    - (i) making a copy of the bulletin available for public viewing during normal business hours at the office of the Chief Taxi Inspector and on the Municipality's website; and
    - (ii) delivering a copy of the bulletin to all Brokerages and Independent Driver Owners by one of the following methods:
      - (1) ordinary mail or hand delivery to the business address provided to the Chief Taxi Inspector by the Licensee;
      - (2) electronic mail transmission to the e-mail address provided to the Chief Taxi Inspector by the Licensee; or
      - (3) facsimile transmission to the fax number provided to the Chief Taxi Inspector by the Licensee;
  - (b) The Chief Taxi Inspector may publish bulletins in respect of matters other than those set out in section 7 where the Chief Taxi Inspector believes it is in the interest of the Vehicle for Hire industry to be advised on those matters.

### **Brokerage Posting**

- 10. Upon receipt of a bulletin, a Brokerage shall:
  - (a) immediately post the bulletin in a prominent location within the Brokerage premises; and

- (b) provide a copy to all Drivers affiliated with the Brokerage by registered mail or courier.

### **Industry Obligation**

- 11. Despite the obligations imposed upon the Chief Taxi Inspector and Brokerages to provide notice of bulletins, it is the obligation of each member of the Vehicle for Hire industry, including without restriction, each Driver, to be informed of the contents of bulletins and industry members are deemed to be aware of all bulletins that are published in accordance with sections 9 and 10.

## **III. LICENSING PROVISIONS**

### **Division 1 – Chauffeur’s Permit**

#### **Permit Required**

- 12. A Person shall not:
  - (a) Operate a Vehicle for Hire offered for the transportation of at least one (1) passenger in return for a fare or other fee from any place within the Municipality to a destination either within or outside of the Municipality unless they have a valid Chauffeur’s Permit.
  - (b) Cause or permit the operation of a Vehicle for Hire by any Person unless that Person holds a valid Chauffeur’s Permit.
  - (c) The Chauffeur’s Permit requirements of subsection (b) will not apply when the Vehicle for Hire is being taken in for servicing or inspection or under direction of an order issued under this Bylaw.

#### **Permit Conditions**

- 13. A Person shall not Operate or cause or permit the operation of a Vehicle for Hire contrary to any restrictions or conditions placed on the Chauffeur’s Permit.

#### **Display of Permit**

- 14.
  - (a) A Person shall not Operate a Vehicle for Hire unless their Chauffeur's Permit is displayed within the Vehicle for Hire in the manner prescribed by the Chief Taxi Inspector and clearly visible to the passenger.
  - (b) The Chauffeur’s Permit, as issued, shall be available for inspection on request by the Chief Taxi Inspector, a Peace Officer, or a passenger.

- (c) A Licensee who fails to show his Chauffeur's Permit on request by the Chief Taxi Inspector, a Peace Officer, or a passenger is guilty of an offence.

### **Permit Application**

- 15. (a) A Person may apply to the Chief Taxi Inspector for a Chauffeur's Permit in accordance with the provisions of this Bylaw.
- (b) An Applicant for a Chauffeur's Permit shall attend in person and not by agent or attorney at the office of the Chief Taxi Inspector and provide all of the following to the Chief Taxi Inspector:
  - (i) a completed application in the form prescribed by the Chief Taxi Inspector;
  - (ii) the fee for the issue of a Chauffeur's Permit prescribed by Schedule A of this Bylaw;
  - (iii) a valid Province of Alberta Class 1, 2, or 4 operator's licence issued to the Applicant;
  - (iv) an abstract of the Applicant's driving record issued by the Province of Alberta Registrar of Motor Vehicle Services dated within thirty (30) days of the application;
  - (v) confirmation of a criminal record check acceptable to the Chief Taxi Inspector from the RCMP dated within thirty (30) days of the application;
  - (vi) proof, satisfactory to the Chief Taxi Inspector, that the Applicant is legally entitled to work in Canada;
  - (vii) confirmation in writing that the Applicant is affiliated with a Brokerage, unless the Applicant is applying as an Independent Driver Owner;
  - (viii) a postal address to which documents may be mailed and a physical address to which documents may be served or delivered, both of which must be located within the Municipality;
  - (ix) confirmation that the Applicant has successfully completed a defensive driving course approved by the Chief Taxi Inspector in the previous three years; and
  - (x) anything else that the Chief Taxi Inspector may reasonably require to process the application.

- (c) Every Applicant for a Chauffeur's Permit shall successfully complete a customer service and driver training program approved by the Chief Taxi Inspector, at the Applicant's own expense, within a timeframe as required by the Chief Taxi Inspector. The Chief Taxi Inspector may waive this requirement if the Applicant has successfully completed such a program within three (3) years immediately preceding the date of the Chauffeur's Permit application, provided that the Chief Taxi Inspector has received no complaints regarding the Applicant's conduct or performance in relation to any Chauffeur's Permit previously issued to the Applicant under this Bylaw.
- (d) Every Applicant or a Licensee directed by the Chief Taxi Inspector to attend additional testing, training, educational or awareness programs shall attend and successfully complete such testing or programs at the appointed date, time and place, at the Applicant's or Licensee's own expense.
- (e) Where a complaint has been received by the Chief Taxi Inspector relating to a Driver's conduct or performance, the Chief Taxi Inspector may require the Driver to successfully complete a further written test approved by the Chief Taxi Inspector, as well as attend an interview and successfully complete a customer service and driver training program approved by the Chief Taxi Inspector.

### **Property of the Municipality**

- 16. Every Chauffeur's Permit issued under this Bylaw or any bylaw preceding this Bylaw remains at all times the sole property of the Municipality and the Person in possession of a Chauffeur's Permit shall immediately return it to the Chief Taxi Inspector upon the suspension, cancellation or expiry of the Chauffeur's Licence.

### **Expiry**

- 17. (a) Unless otherwise cancelled, every Chauffeur's Permit shall be valid for three (3) years from the date the Chauffeur's Permit is issued.
- (b) Despite the three (3) year term of a Chauffeur's Permit, each Licensee is subject to and must submit annually to the Chief Taxi Inspector the items required by sections 15(a)(iii), 15(a)(iv), 15(a)(v), and 15(a)(viii) of this Bylaw.

### **Replacement**

- 18. The Chief Taxi Inspector may issue a replacement Chauffeur's Permit upon payment of the fee for replacement prescribed by Schedule A of this Bylaw, if:
  - (a) the Chauffeur's Permit is damaged and it has been returned to the Chief Taxi Inspector; or

- (b) the Chauffeur's Permit is lost or stolen and the Licensee has provided proof satisfactory to the Chief Taxi Inspector that such theft or loss has been reported to a Peace Officer.

### **Transfer**

- 19. A Chauffeur's Permit is not transferrable.

### **Automatic Suspension**

- 20. A Chauffeur's Permit is immediately suspended upon any suspension of the Licensee's Province of Alberta operator's licence.

## **Division 2 - Vehicle for Hire Licence**

### **Licence Required**

- 21. A Person shall not Operate, cause or permit the operation of a Motor Vehicle offered for the transportation of at least one (1) passenger in return for a fee or other compensation from any place within the Municipality to a destination either within or outside of the Municipality unless that Motor Vehicle is a Vehicle for Hire and has a valid Vehicle for Hire Licence.

### **Licence Conditions**

- 22. A Person shall not Operate, cause or permit the Operation of a Vehicle for Hire contrary to any restrictions or conditions placed on the Vehicle for Hire Licence.

### **Display of Licence**

- 23.
  - (a) A Person shall not Operate, cause or permit the Operation of a Vehicle for Hire unless the Vehicle for Hire Licence for that Vehicle for Hire is displayed within the Vehicle for Hire in the manner prescribed by the Chief Taxi Inspector and clearly visible to the passenger.
  - (b) The Vehicle for Hire Licence, as issued, shall be available on request by the Chief Taxi Inspector, a Peace Officer, or a passenger.
  - (c) An Owner or Driver who fails to show the Vehicle for Hire Licence for the Motor Vehicle on request by the Chief Taxi Inspector, a Peace Officer, or a passenger is guilty of an offence.

**Licence Application**

24. (a) A Person may apply to the Chief Taxi Inspector for a Vehicle for Hire Licence in accordance with the provisions of this Bylaw.
- (b) An Applicant for a Vehicle for Hire Licence shall provide all of the following to the Chief Taxi Inspector:
- (i) a completed application in the form prescribed by the Chief Taxi Inspector;
  - (ii) the fee for the issue of a Vehicle for Hire Licence prescribed by Schedule A of this Bylaw;
  - (iii) proof in a form satisfactory to the Chief Taxi Inspector that the Applicant is the Owner of the Motor Vehicle on which the Vehicle for Hire Licence will be displayed;
  - (iv) proof in a form satisfactory to the Chief Taxi Inspector that the Motor Vehicle on which the Vehicle for Hire Licence will be displayed has a valid Province of Alberta registration certificate and complies with all requirements prescribed by this Bylaw and by the Chief Taxi Inspector;
  - (v) a Mechanical Inspection Certificate issued by a Licenced Mechanic;
  - (vi) if the application is for a Taxi or Accessible Taxi, confirmation in writing that the Applicant has an agreement with a Brokerage to provide dispatch services for the Motor Vehicle on which the Vehicle for Hire Licence will be displayed, unless the Motor Vehicle is to be Operated by an Applicant as an Independent Driver Owner;
  - (vii) if the application is for a Limousine, confirmation in writing that the Applicant has an agreement with a Brokerage to provide booking arrangements for the Motor Vehicle on which the Vehicle for Hire Licence will be displayed unless the Motor Vehicle is to be Operated by an Applicant as an Independent Driver Owner;
  - (viii) if the application is for a Shuttle, confirmation in writing that the Applicant has an agreement with a Brokerage to provide the fixed route for the Motor Vehicle on which the Vehicle for Hire Licence will be displayed, unless the Motor Vehicle is to be Operated by an Applicant as an Independent Driver Owner and the fixed route for the Motor Vehicle on which the Vehicle for Hire Licence will be displayed;
  - (ix) confirmation that the Applicant has:

- (1) a valid Chauffeur's Licence; and/or
- (2) a valid Brokerage Licence; and/or
- (3) a valid Independent Driver Owner Licence.
- (x) a valid Vehicle Inspection Certificate issued by a Peace Officer; and
- (xi) anything else the Chief Taxi Inspector may reasonably require to process the application.

### **Property of Municipality**

25. Every Vehicle for Hire Licence issued under this Bylaw or any bylaw preceding this Bylaw remains at all times the sole property of the Municipality and the Person in possession of a Vehicle for Hire Licence shall immediately return it to the Chief Taxi Inspector upon the suspension, cancellation or expiry of the Vehicle for Hire Licence.

### **Expiry**

26. Unless otherwise cancelled, every Vehicle for Hire Licence shall be valid for one (1) year from the date the Vehicle for Hire Licence is issued.

### **Replacement**

27. The Chief Taxi Inspector may issue a replacement Vehicle for Hire Licence upon payment of the fee for replacement prescribed by Schedule A of this Bylaw, if:
- (a) the Vehicle for Hire Licence is damaged and it has been returned to the Chief Taxi Inspector; or
  - (b) the Vehicle for Hire Licence is lost or stolen and the Licensee has provided proof satisfactory to the Chief Taxi Inspector that such theft or loss has been reported to a Peace Officer.

### **Transfer**

28. A Vehicle for Hire Licence is not transferrable.

## **Division 3 - Brokerage Licence**

### **Licence Required**

29. A Person shall not conduct Brokerage Operations unless they have a valid Brokerage Licence.

### **Licence Conditions**

30. A Person shall not conduct Brokerage Operations contrary to any restrictions or conditions placed on the Brokerage Licence.

### **Display of Licence**

31. A Person shall not conduct Brokerage Operations unless their Brokerage Licence is clearly displayed on the Brokerage premises in a manner and location that is clearly visible to all Drivers.

### **Licence Application**

32. A Person may apply to the Chief Taxi Inspector for a Brokerage Licence in accordance with the provisions of this Bylaw.
33. An Applicant for a Brokerage Licence shall provide all of the following to the Chief Taxi Inspector:
- (a) a completed application in the form prescribed by the Chief Taxi Inspector;
  - (b) the fee for the issue of a Brokerage Licence prescribed by Schedule A of this Bylaw;
  - (c) confirmation of a criminal record check acceptable to the Chief Taxi Inspector from the RCMP dated within thirty (30) days of the application;
  - (d) proof in a form satisfactory to the Chief Taxi Inspector that the Applicant has an agreement, or agreements, to provide dispatch services or accepting calls for contracts for the service of Taxis or Limousines (as the case may be) to at least:
    - (i) six (6) Taxis or two (2) Limousines, if operating in the Urban Service Area; or
    - (ii) two (2) Taxis, if operating exclusively in the Rural Service Area;
  - (e) notification to the Chief Taxi Inspector within seven (7) days of a change of address;
  - (f) proof in a form satisfactory to the Chief Taxi Inspector that the Applicant is in compliance with the Land Use Bylaw; and
  - (h) anything else the Chief Taxi Inspector may reasonably require to process the application.

## **Division 4 – Independent Driver Owner Licence**

### **Licence Required**

34. An Independent Driver Owner shall not:
- (a) Operate a Motor Vehicle for Hire unless he has a valid Independent Driver Owner Licence; or
  - (b) allow any other person to Operate a Motor Vehicle for Hire owned by such Independent Driver Owner unless such Operation occurs through or under a Licenced Brokerage.

### **Licence Conditions**

35. An Independent Driver Owner shall not Operate a Motor Vehicle for Hire contrary to any restrictions or conditions placed on the Independent Driver Owner Licence.

### **Display of Licence**

36. An Independent Driver Owner shall not Operate a Motor Vehicle for Hire unless his Independent Driver Owner Licence is clearly displayed in the Motor Vehicle in a manner and location that is clearly visible to the passenger.

### **Licence Application**

37. A Person may apply to the Chief Taxi Inspector for an Independent Driver Owner Licence in accordance with the provisions of this Bylaw.
38. An Applicant for an Independent Driver Owner Licence shall provide all of the following to the Chief Taxi Inspector:
- (a) a completed application in the form prescribed by the Chief Taxi Inspector;
  - (b) the fee for the issuance of an Independent Driver Owner Licence prescribed by Schedule A of this Bylaw;
  - (c) confirmation of a criminal record check acceptable to the Chief Taxi Inspector from the RCMP dated within thirty (30) days of the application;
  - (d) notification to the Chief Taxi Inspector within seven (7) days of a change of address; and
  - (e) anything else the Chief Taxi Inspector may reasonably require to process the application.

### **Property of Municipality**

39. Every Brokerage Licence and every Independent Driver Owner Licence issued under this Bylaw or any bylaw preceding this Bylaw remains at all times the sole property of the Municipality and the Person in possession of a Brokerage Licence or Independent Driver Owner Licence shall immediately return it to the Chief Taxi Inspector upon the suspension, cancellation or expiry of the Brokerage Licence or Independent Driver Owner Licence (as the case may be).

### **Expiry**

40. Unless otherwise cancelled, every Brokerage Licence and Independent Driver Owner Licence shall be valid for one (1) year from the date the Brokerage Licence or Independent Driver Owner Licence (as the case may be) is issued.

### **Licence Inspection**

41. Each Brokerage Licence and Independent Driver Owner Licence, as issued, shall be available on request by the Chief Taxi Inspector, a Peace Officer, or in the case of a Brokerage a Driver affiliated with the Brokerage.
- (a) A Person who fails to show the Brokerage Licence or Independent Driver Owner Licence on request by the Chief Taxi Inspector, a Peace Officer, or (in the case of Brokerage) a Driver affiliated with the Brokerage is guilty of an offence.

### **Replacement**

42. The Chief Taxi Inspector may issue a replacement Independent Driver Owner Licence upon payment of the fee for replacement prescribed by Schedule A of this Bylaw, if:
- (a) the Independent Driver Owner Licence is damaged and it has been returned to the Chief Taxi Inspector; or
- (b) the Independent Driver Owner Licence is lost or stolen and the Licensee has provided proof satisfactory to the Chief Taxi Inspector that such theft or loss has been reported to a Peace Officer.

### **Transfer**

43. Brokerage Licences and Independent Driver Owner Licences are not transferrable.

### **Automatic Cancellation**

44. A Brokerage Licence is immediately cancelled if the Brokerage is not providing dispatch services or accepting calls for contracts for the service of Taxis or Limousines (as the case may be) to at least:

- (a) six (6) Taxis or two (2) Limousines, if operating in the Urban Service Area; or
- (b) two (2) Taxis, if operating exclusively in the Rural Service Area.

Notice of a Brokerage Licence being cancelled pursuant to this section must be provided to the Licensee and to the holder of any Vehicle for Hire Licence for which the Brokerage was providing dispatch services or accepting calls for contracts for the service of Limousines.

### **Division 5 - Licensing Powers**

#### **Authority of Chief Taxi Inspector**

45. The Chief Taxi Inspector may refuse to issue a Licence, may suspend or cancel a Licence, and may impose any conditions on a Licence for the following reasons:
- (a) the Applicant or Licensee does not or no longer meets the requirements prescribed by this Bylaw or by the Chief Taxi Inspector with respect to the Licence applied for or held;
  - (b) the Motor Vehicle does not or no longer meets the requirements prescribed by this Bylaw or by the Chief Taxi Inspector with respect to the Licence applied for or held;
  - (c) the Applicant or Licensee:
    - (i) has nine (9) or more demerit points given under the authority of the *Traffic Safety Act*;
    - (ii) furnishes false information or misrepresents any fact or circumstance to a Peace Officer or the Chief Taxi Inspector;
    - (iii) fails to pay a fine imposed by a court for a contravention of this Bylaw;
    - (iv) fails to pay any fee required by this Bylaw; or
  - (d) in the opinion of the Chief Taxi Inspector, based on reasonable grounds, it is in the public interest to do so.

#### **Refuse, Cancel or Suspend a Licence**

46. If the Chief Taxi Inspector:
- (a) refuses the issuance of a Licence;

- (b) suspends or cancels a Licence; or
- (c) makes a Licence subject to conditions, other than conditions imposed by this Bylaw;

(each, an "Order"),

the Chief Taxi Inspector shall serve a "Notice of Order" on the Applicant or Licensee personally or by registered mail to the address provided by the Applicant or Licensee.

### **Appeal**

- 47. Subject to section 48, a Person may appeal the Notice of Order within fourteen (14) days of the date of the Order to the Chief Administrative Officer.
- 48. A Person may not appeal:
  - (a) a refusal to issue a Licence if the reason for the refusal is the failure to pay any fee, fine or to provide any required information under this Bylaw; or
  - (b) any condition, suspension or cancellation imposed automatically by the provisions of this Bylaw.
- 49. An appeal under Section 47 must:
  - (a) be made in writing;
  - (b) attach a copy of the Notice of Order being appealed;
  - (c) be delivered to the Planning and Development Department Office of the Regional Municipality of Wood Buffalo within fourteen (14) days of the date of the Notice of Order;
  - (d) state why the Person appealing the Notice of Order believes the order should not have been issued to him; and
  - (e) include an address and a daytime telephone number of the Person making the appeal.
- 50. When considering an appeal, the Chief Administrative Officer may:
  - (a) speak with the appellant at the daytime telephone number provided by the Person in accordance with Section 49(e);

- (b) call a hearing to consider evidence from both the Chief Taxi Inspector and the Person and any other person the Chief Administrative Officer believes may have relevant information;
- (c) make inquiries into the matter without calling a hearing, or
- (d) determine the matter based solely on the written appeal.

Nothing in this section shall be construed as granting an appellant the right to an oral hearing.

- 51. An appeal of the Chief Taxi Inspector's Notice of Order to the Chief Administrative Officer does not in any way act as a stay of the notice. The Notice of Order must be complied with unless and until it has been superseded by the Chief Administrative Officer's decision.
- 52. If the Chief Administrative Officer believes the Chief Taxi Inspector's Notice of Order was not warranted or the terms of the order were not reasonable, the Chief Administrative Officer may do one or more of the following:
  - (a) revoke the Notice of Order;
  - (b) change the terms of the Notice of Order;
  - (c) extend the time for compliance with the Notice of Order; and
  - (d) waive or reduce any reinstatement fees that arose as a result of the Notice of Order.
- 53. A Person who has been refused the issuance of a Licence by the Chief Taxi Inspector, or on appeal, the Chief Administrative Officer, is prohibited from re-applying for a Licence for a period of six (6) months from the date of refusal.

#### **IV. VEHICLE PROVISIONS**

##### **Division 1 - General**

##### **Appearance and Cleanliness**

- 54. Every Vehicle for Hire and Courtesy Vehicles shall be maintained in good repair in accordance with the following requirements:
  - (a) the interior of the vehicle shall be kept clean, dry, neat, in good repair and free of refuse, loose papers, noxious substances and other materials;

- (b) all vehicle upholstery including roof interior, door panels, floors and floor mats, shall be kept clean and free from all dust, dirt, grease, oil, and any other item that can be transferred on the person, clothing or possessions of a passenger and be in good repair having no holes, rips or stains on the upholstery;
- (c) the interior of the vehicle trunk shall be kept clean, neat, free of refuse, loose papers and other materials, and free of hazards that may stain or tear passenger luggage;
- (d) the dashboard and rear window ledge shall be free of any item or material that may impair the Driver's vision or give the impression of an unkempt appearance;
- (e) the vehicle exterior shall be kept in a clean condition at all times and free from all dust, dirt, grease, oil, adhesive resin and any other item that can be transferred on the person, clothing or possessions of a passenger, except water or snow;
- (f) there shall be no ornamentation other than the original equipment of the vehicle, except as approved in advance by the Chief Taxi Inspector;
- (g) all exterior vehicle trim and moulding shall be intact and maintained as closely as possible to the original manufacturer's trim. Damaged or missing exterior vehicle trim shall be replaced;
- (h) all exterior vehicle body panels shall be free from damage and maintained as closely as possible to the original manufacturer's specifications. Dents and rust areas shall be repaired to match the Colour Scheme;
- (i) all wheels shall have, where equipped, appropriate and matching rims and hubcaps in good condition or alloy wheels;
- (j) front and rear bumpers and grill of the vehicle shall be in good condition and affixed properly;
- (k) the vehicle shall be equipped with a spare tire in good condition and all tools and equipment required to change a tire;
- (l) all decals, Licences and notices required by this Bylaw shall be properly placed, intact, clean and visible without obstruction.

### **Security Camera System**

55. (a) Every Vehicle for Hire shall be equipped with a fully functional digital video recorder camera of a make and model approved by the Chief Taxi Inspector.
- (b) Brokerages, Independent Driver Owners and Drivers shall comply with all applicable privacy legislation.

- (c) The digital video recorder camera shall be in operation in accordance with applicable Mechanical Fitness Regulations.
- (d) The digital video recorder camera shall be in operation at all times the Vehicle for Hire is Operating.
- (e) Every Vehicle for Hire must have affixed a decal notifying the passengers of the digital video recorder camera, in the form and content as approved by the Chief Taxi Inspector and in accordance with applicable legislation.
- (f) The Chief Taxi Inspector or a Peace Officer may require access to and the production of information captured by a digital video recorder camera for the purpose of:
  - (i) addressing safety issues;
  - (ii) amending vehicle safety equipment requirements;
  - (iii) ensuring compliance with this Bylaw; and
  - (iv) other reasons as determined by the Chief Taxi Inspector;
- (g) Under no circumstances shall the view or sound reception of the digital video recorder camera be obstructed or obscured.

#### **Global Positioning System**

56. (a) Every Vehicle for Hire shall be equipped with a global positioning system of a make and model approved by the Chief Taxi Inspector.
- (b) The global positioning system shall enable a Brokerage to track and locate the position of the Vehicle for Hire.
- (c) For Independent Driver Owners, the global positioning system shall enable a third party to track and locate the position of the Vehicle for Hire.
- (d) The global positioning system shall be in operation in accordance with applicable Mechanical Fitness Regulations.
- (e) The global positioning system shall be in operation at all times while the Vehicle for Hire is Operating.

### **Winter Tires**

57. Every Vehicle for Hire and Courtesy Vehicle shall be equipped with tires specifically designed by the manufacturer for winter use, of a brand and model approved by the Chief Taxi Inspector, from November 1 to April 30.

## **Division 2 - Taxis and Accessible Taxis**

### **Licence Approval**

58. The Chief Taxi Inspector shall not approve a Motor Vehicle as a Taxi or issue a Vehicle for Hire Licence for it unless that Motor Vehicle:
- (a) has at least three (3) passenger doors;
  - (b) has a seating capacity for a minimum of five (5) adults, including the Driver with all seats constructed by the manufacturer and unaltered;
  - (c) is of a make and model approved for use as a Taxi by the Chief Taxi Inspector;
  - (d) is not more than ten (10) model years old;
  - (e) is equipped with a Taxi Meter which is:
    - (i) of a type, make and model approved by the Chief Taxi Inspector;
    - (ii) mounted in such a manner that the fare can easily be read by passengers in any seat of the vehicle;
    - (iii) illuminated so that the fare can be read at all times by passengers in any seat of the vehicle;
    - (iv) sealed by the Chief Taxi Inspector or a third-party provider approved by the Chief Taxi Inspector; and
    - (v) capable of producing a printout or receipt containing the following information:
      - (1) amount of fare;
      - (2) rate used;
      - (3) Chauffeur's Permit number;
      - (4) Vehicle for Hire Licence number; and

- (5) time and date of trip;
- (f) displays the rates and fare to be charged for the hire of the Taxi, in a manner approved by the Chief Taxi Inspector and in a form with content specified by the Chief Taxi Inspector;
- (g) displays the name, trade name or trademark of the Brokerage or Independent Driver Owner with which the Taxi is affiliated, in a manner approved by the Chief Taxi Inspector;
- (h) is painted with the Colour Scheme approved by the Chief Taxi Inspector;
- (i) displays numbers and decals in the manner, position and colour approved by the Chief Taxi Inspector;
- (j) displays the rights and obligations of passengers and Drivers, in a manner approved by the Chief Taxi Inspector, and in the form and content specified by the Chief Taxi Inspector;
- (k) displays advertising only in a manner, form and content approved by the Chief Taxi Inspector;
- (l) has an operating two-way communications system;
- (m) has a top light approved by the Chief Taxi Inspector which is connected in such a manner so as to be illuminated when the Taxi is available for hire and turned off when the Taxi is not available for hire; and
- (n) is equipped with an Electronic Payment System.

Notwithstanding subsection (e), a Motor Vehicle intended to be Operated exclusively in the Rural Service Area is not required to be equipped with a Taxi Meter.

### **Accessible Taxi**

59. The Chief Taxi Inspector shall not approve a Motor Vehicle as an Accessible Taxi or issue a Vehicle for Hire Licence for it unless the Motor Vehicle:
- (a) meets all of the requirements for a Taxi prescribed in section 61;
  - (b) has been designed and manufactured or converted for the purpose of transporting Persons who use Mobility Aids; and
  - (c) meets federal regulations and the Canada Standards Association standards D409-02, Motor Vehicles for the Transportation of Persons with Physical Disabilities

and Z605-03, Mobility Aid Securement and Occupant Restraint (MASOR) Systems for Motor Vehicle Standards, as amended from time to time.

### **Child Car Seat Anchoring Device**

60. All Taxis and Accessible Taxis shall be equipped with a child car seat anchoring device that meets the specifications for child car safety seat anchoring devices as required by the federal *Motor Vehicle Safety Regulations* and the *Motor Vehicle Restraint Systems and Booster Seat Safety Regulations*.
- (a) The anchoring device shall be:
    - (i) installed in accordance with the manufacturer's instructions; and
    - (ii) available for use at all times by a passenger.
  - (b) Nothing in this Bylaw obligates a Driver to:
    - (i) provide a passenger with a child car safety seat;
    - (ii) attach a child car safety seat to the anchoring device;
    - (iii) make any assessment of whether the child car safety seat is properly affixed to the anchoring device; or
    - (iv) make any assessment of whether a child safety seat used by a passenger meets the requirements for a seat, or is appropriate for a child being transported in it.

### **Division 3 - Limousines**

#### **Licence Approval**

61. The Chief Taxi Inspector shall not approve a Motor Vehicle as a Limousine or issue a Vehicle for Hire Licence for it unless the Motor Vehicle is:
- (a) a Sedan Limousine;
  - (b) a Luxury Sport Utility Limousine;
  - (c) a Stretch Limousine; or
  - (d) a Specialized Limousine;
- that meets the criteria of this Division.

**Sedan Limousine**

62. A Sedan Limousine is a Motor Vehicle which:

- (a) is a manufacturer's top-of-the-line, full-size, four-door, luxury class sedan Motor Vehicle of a make and model, as determined by the Chief Taxi Inspector from time to time;
- (b) has not been altered in any way, except by the manufacturer;
- (c) has a maximum seating capacity of six (6) Persons, including the Driver; and
- (d) is no more than ten (10) model years old.

**Luxury Sport Utility Limousine**

63. A Luxury Sport Utility Limousine is a Motor Vehicle which:

- (a) is a manufacturer's top-of-the-line, full-size, four-door, luxury class sport utility Motor Vehicle of a make and model as determined by the Chief Taxi Inspector from time to time;
- (b) has not been altered in any way, except by the manufacturer;
- (c) has a maximum seating capacity of eight (8) Persons, including the Driver; and
- (d) is no more than ten (10) model years old.

**Stretch Limousine**

64. A Stretch Limousine is a Motor Vehicle which:

- (a) has been altered by having the frame cut or altered and extended at least eight (8) inches;
- (b) is a luxury Motor Vehicle of a make and model as designated by the Chief Taxi Inspector from time to time;
- (c) meets all federal and provincial regulations and manufacturer's specifications; and
- (d) is no more than fifteen (15) model years old.

### **Specialized Limousine**

65. A Specialized Limousine is a Motor Vehicle approved by the Chief Taxi Inspector as a Specialized Limousine.
- (a) The Chief Taxi Inspector may approve a Motor Vehicle as a Specialized Limousine if:
    - (i) the Motor Vehicle does not otherwise qualify as a Sedan Limousine, a Luxury Sport Utility Limousine, or a Stretch Limousine; and
    - (ii) the Chief Taxi Inspector is satisfied that the Motor Vehicle:
      - (1) can be Operated safely;
      - (2) can provide comfort to passengers; and
      - (3) offers a unique experience or luxury to passengers.

### **Advertising**

66. A Limousine shall not have affixed any advertising whatsoever or any other thing that detracts from the professional appearance of the Limousine in the opinion of the Chief Taxi Inspector.

## **Division 4 - Shuttles**

### **Licence Approval**

67. The Chief Taxi Inspector shall not approve a Motor Vehicle as a Shuttle or issue a Vehicle for Hire Licence for it unless the Motor Vehicle:
- (a) has at least three (3) passenger doors;
  - (b) has a seating capacity for a minimum of five (5) adults, including the Driver with all seats constructed by the manufacturer and unaltered;
  - (c) is of a make and model approved for use as a Shuttle by the Chief Taxi Inspector;
  - (d) is not more than ten (10) model years old;
  - (e) displays, in a manner approved by the Chief Taxi Inspector and in a form with content specified by the Chief Taxi Inspector, the rates and fares to be charged for the hire of the Shuttle;

- (f) displays, in a manner approved by the Chief Taxi Inspector, the name, trade name or trademark of the Brokerage or Independent Driver Owner with which the Shuttle is affiliated;
- (g) is painted with the Colour Scheme approved by the Chief Taxi Inspector;
- (h) displays numbers and decals in the manner, position and colour approved by the Chief Taxi Inspector;
- (i) displays, in a manner approved by the Chief Taxi Inspector, and in the form and content specified by the Chief Taxi Inspector, the rights and obligations of passengers and Drivers;
- (j) displays advertising only in a manner, form and content approved by the Chief Taxi Inspector;
- (k) has an operating two-way communications system; and
- (l) is equipped with an Electronic Payment System.

## **V. VEHICLE FOR HIRE INSPECTIONS**

### **Division 1 - Taxi Meters**

#### **Meter Accuracy Certificate**

68. (a) Every Taxi Meter required to be installed in a Vehicle for Hire shall be tested and inspected for accuracy in recording the correct fare and will have the accuracy of the Taxi Meter certified in writing by the Chief Taxi Inspector or a third party approved by the Chief Taxi Inspector (such certification is herein referred to as a Meter Accuracy Certificate):
- (i) prior to a Vehicle for Hire Licence being issued for the Motor Vehicle in which the Taxi Meter is installed;
  - (ii) every six (6) months thereafter; and
  - (iii) within thirty (30) days of any rate increase to the fares prescribed by Schedule B of this Bylaw.
- (b) The Meter Accuracy Certificate shall be in the form prescribed by the Chief Taxi Inspector.

- (c) The Chief Taxi Inspector may require or cause a Taxi Meter to be inspected at any time notwithstanding that an inspection has been performed within the previous six (6) months.

### **Taxi Meter Accuracy**

- 69. A Taxi Meter shall be considered accurate when it registers between ninety-eight point five percent (98.5%) and one-hundred one point five percent (101.5%) of the actual distance travelled.
  - (a) If a Taxi Meter is incorrectly recording the distance and corresponding fare, the holder of the Vehicle for Hire Licence shall forthwith notify the Chief Taxi Inspector, who shall cause the Taxi Meter to be inspected.
  - (b) If the Taxi Meter is found to be defective, such Taxi Meter shall not be used until it is repaired, certified and resealed.

### **Replaced Taxi Meter**

- 70. If a Licensee replaces a Taxi Meter installed in a Vehicle for Hire during the six (6) month period following the issuance of a Meter Accuracy Certificate, the Licensee shall have the new Taxi Meter tested and inspected in accordance with section 71 prior to Operating the Motor Vehicle as a Vehicle for Hire.

## **Division 2 - Mechanical Inspections**

### **Requirement for Mechanical Inspection Certificate**

- 71. A Person shall not Operate, cause or permit the operation of a Vehicle for Hire or a Courtesy Vehicle unless a valid Mechanical Inspection Certificate has been issued for that Vehicle for Hire or Courtesy Vehicle.

### **Frequency of Inspections**

- 72. Subject to subsection (a), every Vehicle for Hire and Courtesy Vehicle shall be inspected at least once every six (6) months by a Licensed Mechanic at a Vehicle for Hire Inspection Station that is not owned or operated, in whole or in part, by the relevant Brokerage, Owner or Independent Driver Owner or by a party that would not be considered a third party at arm's length from the relevant Brokerage, Owner or Independent Driver Owner.
  - (a) Every Vehicle for Hire and Courtesy Vehicle that Operates exclusively in the Rural Service Area Connected by Winter Road shall be inspected at least once every twelve (12) months by a Licensed Mechanic at a Vehicle for Hire Inspection Station.

- (b) All costs associated with mechanical inspections shall be borne by the Owner of the Motor Vehicle.

### **Issuance of Mechanical Inspection Certificate**

- 73. If a Licenced Mechanic is satisfied that a Motor Vehicle complies with the Mechanical Fitness Regulations prescribed by the Chief Taxi Inspector he may issue a Mechanical Inspection Certificate for that Motor Vehicle.
  - (a) The Owner of the Motor Vehicle shall forthwith deliver the Mechanical Inspection Certificate to the Chief Taxi Inspector upon it being issued.

### **Refusal**

- 74. If the Chief Taxi Inspector has reasonable grounds to believe that a Licenced Mechanic has improperly issued a Mechanical Inspection Certificate, the Chief Taxi Inspector may refuse to accept the Mechanical Inspection Certificate signed by that Licenced Mechanic and may suspend or revoke the approval given to the Vehicle for Hire Inspection Station where the Licenced Mechanic is employed.

### **Prohibitions**

- 75.
  - (a) No Person shall inspect a Vehicle for Hire or a Courtesy Vehicle or complete, in whole or in part, a Mechanical Inspection Certificate unless such Person is a Licenced Mechanic employed by a Vehicle for Hire Inspection Station that is not owned or operated, in whole or in part, by the relevant Brokerage, Owner or Independent Driver Owner, or by a party that would not be considered a third party at arm's length from the relevant Brokerage, Owner or Independent Driver Owner.
  - (b) No Person shall cause or permit a Vehicle for Hire or a Courtesy Vehicle to be inspected or a Mechanical Inspection Certificate to be completed, in whole or in part, unless the Person inspecting the Motor Vehicle is a Licenced Mechanic employed by a Vehicle for Hire Inspection Station that is not owned or operated in whole or in part, by the relevant Brokerage, Owner or Independent Driver Owner, or by a party that would not be considered a third party at arm's length from the relevant Brokerage, Owner or Independent Driver Owner.
  - (c) No Person shall obstruct or interfere with any inspection that may be required or carried out pursuant to this Bylaw.

**Requirement for Vehicle Inspection Certificate**

76. (a) The Licensee shall ensure that each Vehicle for Hire or Courtesy Vehicle is inspected by a Peace Officer every six (6) months for compliance with this Bylaw and the requirements established by the Chief Taxi Inspector from time to time.
- (b) The Licensee or Driver of a Vehicle for Hire or Courtesy Vehicle must at all times at the request of a Peace Officer produce a satisfactory Vehicle Inspection Certificate, which certificate must show that such vehicle inspection was successfully completed within the six (6) months immediately preceding.
- (c) Upon the direction of a Peace Officer or the Chief Taxi Inspector, the Licensee named on a Vehicle for Hire Licence shall provide for inspection the Motor Vehicle for which the Vehicle for Hire Licence was issued at the time and location specified by the Peace Officer or Chief Taxi Inspector.

**VI. VEHICLE FOR HIRE OPERATING PROVISIONS**

**Division 1 - General**

**Driver Obligations**

77. A Driver shall:
- (a) take the most economical route to the passenger's destination unless otherwise requested or directed by the passenger;
- (b) maintain a record of each trip in the manner prescribed by the Chief Taxi Inspector;
- (c) immediately after delivering a passenger check the vehicle for any articles of personal property apparently left behind by a passenger and deal with any such property in the manner prescribed by the Chief Taxi Inspector;
- (d) be professional and courteous at all times and provide reasonable assistance to any passenger as requested or required in the circumstances;
- (e) be neat and clean in person and dress;
- (f) promptly attend to passenger pickups;
- (g) when requested to do so, supply a passenger with a legible receipt;
- (h) take proper care of all baggage and personal property given to him for conveyance, and deliver such property as directed;

- (i) notify the Chief Taxi Inspector within 7 days of a change of address; and
- (j) advise the passenger of the option to select the applicable set fare or meter rate charges and apply the option selected, where a set fare may be applied instead of the meter rate charges set out in section 1 of Schedule B to this Bylaw.

**Prohibited Driver Actions**

78. A Driver shall not do any of the following:

- (a) consume any food or beverage while the Vehicle for Hire is in motion and is carrying one or more passengers;
- (b) smoke or use any tobacco or non-tobacco product in the Motor Vehicle at any time;
- (c) play the radio or other sound emitting device while one or more passengers are in the Motor Vehicle unless the passengers grant permission to do so;
- (d) loiter or cruise upon any Highway in the Urban Service Area for the purpose of soliciting passengers for the Vehicle for Hire;
- (e) carry a number of passengers in excess of the number stipulated by the manufacturer of the Motor Vehicle;
- (f) take on any additional passengers in the Vehicle for Hire at or following the departure from any one starting point except at the request of a passenger already in the Vehicle for Hire. In each case, a Driver shall
  - (i) when transporting additional passengers to different locations, reset the Taxi Meter at the point where each passenger is dropped off;
  - (ii) when operating exclusively in the Rural Service Area, only charge additional passengers a set fare for the zones in which the Vehicle for Hire travels, as authorized in Schedule B of this Bylaw.
- (g) demand payment of any fares, rates or benefits not specifically authorized by Schedule B of this Bylaw, except that a Driver may accept gratuities.
- (h) demand payment for any assistance or additional service provided to a person with disabilities not specifically authorized by Schedule B of this Bylaw;
- (i) refuse to provide a receipt, in the amount of the fare, when requested by the passenger;

- (j) permit any passenger to enter or leave the Motor Vehicle while the Motor Vehicle is in motion;
- (k) hold, view, manipulate or otherwise use a cellular telephone or other hand-held electronic device or wireless electronic device, whether in hands-free mode or not, while transporting a passenger except in an Emergency;
- (l) collect any fare or give any change while the Motor Vehicle is in motion;
- (m) permit anything to be placed or remain in the Motor Vehicle in such a position as to obstruct the Driver's vision; and
- (n) Operate a Vehicle for Hire at any time after the Driver has been on duty for twelve (12) hours with less than eight (8) consecutive hours of being off duty in a twenty four (24) hour period.

### **Refusal of Service**

79. (a) A Driver shall not refuse a request for service from a Person except in accordance with this section.
- (b) A Driver may refuse a request for service from a Person if:
- (i) the Vehicle for Hire is not in service and the top light is not illuminated;
  - (ii) the Person is indebted to the Driver or Brokerage with which the Vehicle for Hire is affiliated;
  - (iii) the Person requests that the Driver carry an animal, other than a Service Dog assisting a Person with a disability, in the Vehicle for Hire that is not in an animal transport cage;
  - (iv) the Person requests the Driver to carry baggage in the Vehicle for Hire which might be detrimental to the repair, cleanliness or sanitary condition of the Vehicle for Hire;
  - (v) the Person requests the Driver to carry any passengers or baggage which the Vehicle for Hire is incapable of carrying;
  - (vi) the Person insists on smoking in the Vehicle for Hire;
  - (vii) the Person insists on undertaking or participating in any illegal activity in the Vehicle for Hire;
  - (viii) the Driver:

- (1) believes there is danger to his personal safety or of serious harm to property; and
  - (2) such belief is reasonable in the circumstances.
- (c) The mere fact that a Person is disabled or accompanied by a Service Dog does not form the basis for a reasonable belief as referred to in section 79(b)(viii).

### **Reporting Obligations**

80. In the event a request for service is refused pursuant to Section 79, the Driver shall:
- (a) immediately provide verbal notice to the Brokerage or, if an Independent Driver Owner to the Chief Taxi Inspector, of the incident including the date, time, location, a complete description of the circumstances and the reason for refusing the request for service; and
  - (b) within twenty-four (24) hours of the incident provide a signed written report to the Brokerage or, if an Independent Driver Owner, to the Chief Taxi Inspector with all of the details described above.

## **Division 2 - Additional Taxi Driver and Accessible Taxi Driver Responsibilities**

### **Driver Obligations**

81. In addition to any other requirements imposed by this Bylaw, a Driver of a Taxi or Accessible Taxi shall:
- (a) have in the Taxi at all times:
    - (i) a valid Mechanical Inspection Certificate for that Motor Vehicle;
    - (ii) a valid Meter Accuracy Certificate for the Taxi Meter installed in that Motor Vehicle;
    - (iii) a valid Vehicle Inspection Certificate for that Motor Vehicle; and
    - (iv) in the case of a Taxi or Accessible Taxi with an Airport Endorsement, a valid Airport Endorsement permit issued by the Fort McMurray Airport.
  - (b) charge exactly the fare displayed on the Taxi Meter using the rates for Taxis prescribed in Schedule B with no reductions or additions except as prescribed by this Bylaw.

## **Prohibitions**

82. A Driver shall not Operate a Taxi or Accessible Taxi unless:
- (a) the Motor Vehicle is equipped with an operating Taxi Meter;
  - (b) the Taxi Meter complies with all requirements as prescribed in this Bylaw and by the Chief Taxi Inspector;
  - (c) the rates for Taxis as prescribed in Schedule B are clearly displayed within the Taxi in the manner prescribed by the Chief Taxi Inspector.

## **Division 3 - Additional Limousine Driver Responsibilities**

### **Driver Obligations**

83. In addition to any other requirements imposed by this Bylaw, a Driver of a Limousine shall:
- (a) have in the Limousine at all times:
    - (i) a valid Mechanical Inspection Certificate for that Limousine;
    - (ii) a record of the current contract at all times while under hire;
    - (iii) a valid Vehicle Inspection Certificate for that Limousine; and
    - (iv) in the case of a Limousine with an Airport Endorsement, a valid Airport Endorsement permit issued by the Fort McMurray Airport.
  - (b) keep all appointments;
  - (c) not make other appointments if a Previously Arranged appointment would prevent the Driver from fulfilling it.
  - (d) charge at least the rate for Limousines prescribed by Schedule B of this Bylaw with no reductions.
  - (e) keep a daily Trip Sheet showing:
    - (i) the name of the Driver, the date and Vehicle for Hire Licence;
    - (ii) the location and time of the beginning and end of every Trip made;
    - (iii) the hourly rate charged to the passenger; and

- (iv) the amount of the fare collected for each Trip.
- (f) turn over all Trip Sheets to the Brokerage at the conclusion of each work day.

### **Prohibited Driver Actions**

84. No Driver of a Limousine shall:

- (a) stand the Limousine in any taxi stand;
- (b) stand the Limousine on any Highway except while under hire; or
- (c) pick up passengers unless the Limousine service was Previously Arranged.

Notwithstanding the provision of this Section 84, a Driver of a Limousine with an Airport Endorsement may stand the Limousine at the Fort McMurray Airport for the purpose of picking up passengers.

### **Division 4 - Additional Shuttle Driver Responsibilities**

#### **Driver Obligations**

85. In addition to any other requirements imposed by this Bylaw, a Driver of a Shuttle shall:

- (a) have in the Shuttle at all times:
  - (i) a valid Mechanical Inspection Certificate for that Shuttle;
  - (ii) a written record of the current contract at all times while under hire;
  - (iii) a valid Vehicle Inspection Certificate for that Shuttle; and
  - (iv) in the case of a Shuttle with an Airport Endorsement, a valid Airport Endorsement permit issued by the Fort McMurray Airport..
- (b) keep all appointments;
- (c) make other appointments if a Previously Arranged appointment would prevent the Driver from fulfilling it.
- (d) keep a daily Trip Sheet showing:
  - (iv) the name of the Driver, the date and Vehicle for Hire Licence;

- (v) the location and time of the beginning and end of every Trip made;
  - (vi) the amount of the fare collected for each Trip.
- (e) turn over all Trip Sheets to the Brokerage at the conclusion of each work day.

### **Prohibited Driver Actions**

86. No Driver of a Shuttle shall:

- (a) stand the Shuttle in any taxi stand; or
- (b) stand the Shuttle on any Highway except while under hire.

Notwithstanding the provision of this section 86, a Driver of a Shuttle with an Airport Endorsement may stand the Shuttle at the Fort McMurray Airport for the purpose of picking up passengers.

## **VII. BROKERAGE AND INDEPENDENT DRIVER OWNER PROVISIONS**

### **Division 1 - Brokerage**

#### **Vehicle for Hire Responsibilities**

87. A Brokerage shall ensure that each Vehicle for Hire affiliated with the Brokerage:

- (a) is in compliance with this Bylaw and Operated in compliance with this Bylaw;
- (b) is Operated by a Person who holds a valid Chauffeur's Licence;
- (c) has a valid Vehicle for Hire Licence, which must be carried in the Vehicle for Hire;
- (d) has a valid Mechanical Inspection Certificate, which must be carried in the Vehicle for Hire;
- (e) has a valid Vehicle Inspection Certificate, which must be carried in the Vehicle for Hire;
- (f) that is a Taxi or an Accessible Taxi, has a Taxi Meter which is sealed by the Chief Taxi Inspector or a third party provider approved by the Chief Taxi Inspector;
- (g) that is a Taxi or an Accessible Taxi, charges only fares specified in Schedule B of this Bylaw; and

- (h) that is a Limousine, charges at least the minimum fares as specified in Schedule B of this Bylaw.

### **Licence Posting**

88. A Brokerage shall post in a location accessible to all Drivers affiliated with the Brokerage:
- (a) its Brokerage Licence; and
  - (b) any terms and conditions that are imposed with respect to that Brokerage Licence.

### **Additional Obligations**

89. A Brokerage shall:
- (a) maintain the Brokerage premises in a clean state and in good repair;
  - (b) inform the Chief Taxi Inspector, in writing, of all trade names used in connection with the Brokerage Operations;
  - (c) immediately notify the Chief Taxi Inspector when a Vehicle for Hire becomes affiliated or ceases to be affiliated with the Brokerage;
  - (d) maintain an up to date list of all Drivers who Operate a Vehicle for Hire affiliated with the Brokerage and, on demand, provide the Chief Taxi Inspector or a Peace Officer with a copy of such list;
  - (e) maintain an up to date list of all Vehicles for Hire affiliated with the Brokerage that have been issued an Airport Endorsement permit and, on demand, provide the Chief Taxi Inspector or a Peace Officer with a copy of such list;
  - (f) adhere to the Colour Scheme as approved by the Chief Taxi Inspector;
  - (g) provide and install the global positioning system and camera as required by sections 55 and 56 hereof for each Vehicle for Hire affiliated with the Brokerage.
  - (h) provide dispatch services on a continuous basis, twenty-four (24) hours per day every day of the year, unless the Brokerage operates exclusively in the Rural Service Area which Brokerage shall provide such dispatch services as required by the Chief Taxi Inspector;
  - (i) provide all Drivers affiliated with the Brokerage training with respect to the use of the Taxi Meter, radio dispatch system, and other equipment used in Vehicle for Hire services including, in the case of Accessible Taxis, training in the use of

specialized equipment used to transport Persons with disabilities and their Mobility Aids as specified by the Chief Taxi Inspector;

- (j) in all but exceptional circumstances, provide to the passenger the services requested, at the location and within the time specified by the passenger upon receiving the passenger's request for services;
- (k) provide the passenger with a Vehicle for Hire with the same capacity for passengers and/or baggage that the Brokerage agreed to provide; and
- (l) retain all Trip Sheets of Drivers affiliated with the Brokerage for at least twelve (12) months and make them available for inspection at the request of the Chief Taxi Inspector or a Peace Officer.

### **Records**

90. (a) For all Vehicles for Hire affiliated with a Brokerage, a Brokerage shall keep the following records and retain them for ninety (90) days and make them available on demand to the Chief Taxi Inspector or a Peace Officer:
- (i) dispatch records, which include:
    - (1) the Driver's Chauffeur Permit number;
    - (2) the date and time the Driver booked on and off duty;
    - (3) the Vehicle for Hire assigned to the Driver; and
    - (4) the date and time of each trip request;
  - (iii) contracts related to the supply of Vehicle for Hire services;
  - (iv) agreements evidencing each Limousine trip; and
  - (v) documents related to the Shuttle fixed route(s)
- each as applicable.
- (b) A Brokerage shall not request, require or allow a Driver to Operate a Vehicle for Hire at any time after the Driver has been on duty for twelve (12) hours with less than eight (8) consecutive hours of being off duty in any twenty-four (24) hour period.

### **Complaints**

91. (a) A Brokerage shall keep a list of all complaints it receives, which list shall include:

- (i) the name, address and phone number of the complainant;
  - (ii) the nature of the complaint and the Chauffeur's Permit number for the Driver of the Vehicle for Hire; and
  - (iii) the Brokerage's response to the complaint.
- (b) The Brokerage shall give the list noted in this section to the Chief Taxi Inspector or a Peace Officer on demand.
  - (c) The Brokerage shall advise the Chief Taxi Inspector immediately if a Peace Officer is investigating a complaint.

### **Division 2 - Independent Driver Owner**

#### **Other Drivers Prohibited**

92. An Independent Driver Owner shall not cause or permit any other Person to Operate a Vehicle for Hire for which the Independent Driver Owner is the Licensee.

#### **Additional Obligations**

93. In addition to any other requirement imposed by this Bylaw, an Independent Driver Owner shall:
- (a) hold a valid Chauffeur's Permit;
  - (b) hold a valid Vehicle for Hire Licence;
  - (c) hold a valid Independent Driver Owner Licence;
  - (d) be the Owner of the Vehicle for Hire;
  - (e) ensure that the Vehicle for Hire:
    - (i) has an operating communications system which is capable of being operated from the Vehicle for Hire;
    - (ii) is marked or painted in accordance with the Colour Scheme approved by the Chief Taxi Inspector; and
    - (iii) is equipped with the global positioning system and camera required by sections 55 and 56 hereof.

- (f) ensure that he is knowledgeable in the use of the Taxi Meter, communications system, and other equipment used in Vehicle for Hire services including, in the case of Accessible Taxis, training in the use of specialized equipment used to transport Persons with disabilities and their Mobility Aids as specified by the Chief Taxi Inspector;
- (g) in all but exceptional circumstances, provide to the passenger the services requested, at the location and within the time specified by the passenger upon receiving the passenger's request for services;
- (h) not dispatch any other Vehicle for Hire but the Vehicle for Hire Operated by the Independent Driver Owner;
- (i) retain all Trip Sheets for at least twelve (12) months and make them available for inspection at the request of the Chief Taxi Inspector or a Peace Officer; and
- (j) shall not Operate a Vehicle for Hire at any time after the Independent Driver Owner has been on duty for twelve (12) hours with less than eight (8) consecutive hours of being off duty in any twenty-four (24) hour period.

### **Records**

94. An Independent Driver Owner shall keep the following records and retain them for ninety (90) days and make them available on demand to the Chief Taxi Inspector or a Peace Officer:
- (a) dispatch records which include:
    - (i) the Independent Driver Owner's Chauffeur Permit number;
    - (ii) the date and time he booked on and off duty;
    - (iii) the Vehicle for Hire Licence number; and
    - (iv) the date and time of each trip request;
  - (b) contracts related to the supply of Vehicle for Hire services;
  - (c) agreements evidencing each Limousine trip; and
  - (d) documents related to the Shuttle fixed route(s)
- each as applicable.

## **Complaints**

95. (a) An Independent Driver Owner shall keep a list of all complaints it receives, which list shall include:
- (i) the name, address and phone number of the complainant;
  - (ii) the nature of the complaint; and
  - (iii) the Independent Driver Owner's response to the complaint.
- (b) An Independent Driver Owner shall give the list noted in this section to the Chief Taxi Inspector or a Peace Officer on demand;
- (c) An Independent Driver Owner shall advise the Chief Taxi Inspector immediately if a Peace Officer is investigating a complaint;

## **VIII. ENFORCEMENT**

### **Inspection on Demand**

96. The Chief Taxi Inspector or a Peace Officer may inspect a Vehicle for Hire or cause a Vehicle for Hire to be inspected to determine the following:
- (a) the validity of the Vehicle for Hire Licence or Airport Endorsement permit;
  - (b) if a Taxi or an Accessible Taxi, the accuracy of the Taxi Meter in comparison with the rates as set out in Schedule B;
  - (c) the mechanical condition of the Motor Vehicle relating to passenger and public safety;
  - (d) the validity of the Driver's Chauffeur's Licence; or
  - (e) the cleanliness of the Vehicle for Hire.
97. A Person who interferes with a Peace Officer's ability to inspect a Vehicle for Hire is guilty of an offence.

### **Production of Documents**

98. On request of a Peace Officer, a Driver Operating a Vehicle for Hire shall produce to the Peace Officer for inspection the following documents as requested by the Peace Officer:
- (a) the Driver's valid Chauffeur's Permit;

- (b) a valid Mechanical Inspection Certificate for the Vehicle for Hire;
- (c) a valid Vehicle Inspection Certificate for that Vehicle for Hire;
- (d) if the Vehicle for Hire is a Taxi or an Accessible Taxi, a valid Meter Accuracy Certificate for the Taxi Meter in the Taxi or Accessible Taxi;
- (e) a valid Vehicle for Hire Licence and, in the case of a Vehicle for Hire with an Airport Endorsement, an Airport Endorsement permit.

### **Seizures and Suspensions**

- 99. If a Peace Officer has reasonable grounds to believe that a Vehicle for Hire does not meet the requirements of this Bylaw the Peace Officer may suspend and take possession of the Vehicle for Hire Licence displayed on that Motor Vehicle.
- 100. If a Peace Officer has reasonable grounds to believe that the holder of a Chauffeur's Permit has failed to comply with this Bylaw the Peace Officer may suspend and take possession of the Licensee's Chauffeur's Permit.
- 101. Any suspension of a Chauffeur's Permit or Vehicle for Hire Licence by a Peace Officer shall not exceed seventy-two hours.
- 102. Nothing in sections 99 or 100 limit any Peace Officer's powers to charge a Person with an offence.

### **Prohibited Operation**

- 103. No Person shall Operate, cause or permit to be Operated a Vehicle for Hire while their Chauffeur's Permit or the Vehicle for Hire Licence is under suspension.

### **Offence**

- 104. A Person who contravenes this Bylaw is guilty of an offence.

### **Continuing Offence**

- 105. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable, upon summary conviction, to a fine in an amount not less than that established by this Bylaw for each such day.

### **Fines and Penalties**

106. A Person who is guilty of an offence is liable, upon summary conviction, to a fine in an amount of not less than that established in this Bylaw and not exceeding \$10,000, and to imprisonment for not more than six (6) months for non-payment of a fine.
107. Without restricting the generality of section 106, the fine amounts established for use on Violation Tickets if a voluntary payment option is offered are as prescribed by Schedule “C” of this Bylaw.

### **Violation Tickets**

108. A Peace Officer may issue a Violation Ticket in accordance with the *Provincial Offences Procedure Act*, to any Person whom the Peace Officer has reasonable and probable grounds to believe has contravened this Bylaw.
- (a) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
- (i) specify the fine amount established by this Bylaw for the offence in Schedule “C”; or
  - (ii) require a Person to appear in court without the alternative of making a voluntary payment.

### **Voluntary Payment**

109. A Person who commits an offence may:
- (a) if a Violation Ticket is issued in respect of the offence; and
  - (b) if a Violation Ticket specifies the fine amount established by this Bylaw for the offence;
- make a voluntary payment equal to the specified fine.

### **Provincial Court Clerk**

110. When a clerk records in the court records the receipt of a voluntary payment pursuant to this Bylaw and the *Provincial Offences Procedure Act*, the act of recording receipt of that payment constitutes acceptance of the guilty plea and also constitutes a conviction and the imposition of a fine in the amount of the specified penalty.

### **Licensee Liable**

111. Where a Motor Vehicle displaying a Vehicle for Hire Licence is involved in a contravention of this Bylaw, the Licensee named on the Vehicle for Hire Licence is liable

for the contravention unless the Licensee proves, on a balance of probabilities, that the Motor Vehicle was being Operated without his consent, either express or implied.

### **Proof of Licence**

112. The onus of proving that a Person has a valid Licence or Certificate is on the Person alleging the existence of the Licence or Certificate on a balance of probabilities.

### **Operating Without a Licence**

113. In a prosecution for a contravention of this Bylaw against a Person Operating without a Licence, proof of one transaction, offer of a transaction or advertisement is sufficient to establish that a Person is Operating as alleged.

## **IX. GENERAL**

### **Existing Permits and Licences**

114. An existing licence, permit or approval issued under Bylaw 03/021, the Taxi Bylaw, remains valid until the term of such licence, permit or approval expires or until it is replaced by a Licence, Permit or approval issued pursuant to this Bylaw.

### **Transitional Provisions**

115. All Brokerages, including but not limited to those Brokerages who have previously submitted Colour Schemes under Bylaw 03/021, the Taxi Bylaw, and approved by the Chief Taxi Inspector, shall submit a new Colour Scheme consistent with the requirements of section 58(h) by October 31, 2013.
116. Where the Chief Taxi Inspector approves the new Colour Scheme, the company shall:
- (a) cause vehicles previously registered as Taxis at the time of this Bylaw, and affiliated with the Brokerage under Taxi Bylaw 03/021, to conform to the new Colour Scheme by October 31, 2018; and
  - (b) cause every Motor Vehicle affiliated with the company and intended to be Operated as a Taxi or as an Accessible Taxi, other than those referred to in subsection (a), to conform to the requirements in section 58(h) prior to receiving a Vehicle for Hire Licence.
117. Until October 31, 2020, pursuant to section 58(h) of the bylaw, the Chief Taxi Inspector shall not accept a Colour Scheme that would be likely to deceive any Person or cause confusion or in any way be similar to a specified paint or Colour Scheme used previously by another Brokerage and abandoned under subsection 116(a).

118. Notwithstanding section 58(d), a Motor Vehicle licensed as a Vehicle for Hire as of the adoption of this Bylaw may have its affiliated Vehicle for Hire Licence renewed:
- (a) during calendar year 2013, if it is not more than twelve (12) model years old;
  - (b) during calendar year 2014, if it is not more than eleven (11) model years old.
119. An Applicant who applies for, and is successful in obtaining a Chauffeur's Permit under Section 15 of this Bylaw is entitled to receive a rebate equal to half of the fee established in Schedule A of this Bylaw for that Licence.
120. Between October 1, 2013 and September 30, 2016, an Applicant who:
- (a) applies for and is successful in obtaining a Vehicle for Hire Licence under Section 24 of this Bylaw,
  - (b) completes upgrades to the Motor Vehicle on which the Vehicle for Hire Licence will be displayed which, in the opinion of the Chief Taxi Inspector, improve vehicle safety or otherwise enhance customer service for passengers travelling in that vehicle; and
  - (c) provides proof, satisfactory to the Chief Taxi Inspector, evidencing completion of these vehicle upgrades, including costs paid by the Applicant in an amount not less than \$1,000.00;
- is entitled to receive a rebate equal to half of the Vehicle for Hire Licence fee established in Schedule A of this Bylaw for the year in which the vehicle upgrades were completed.
121. An Applicant who applies for, and is successful in obtaining a Vehicle for Hire Licence under section 24 of this Bylaw is entitled to receive a rebate equal to \$100 for that Licence each year for the first two years from the date of purchase of the Motor Vehicle to which the Licence is issued.

### **Severability**

122. If any provision of this Bylaw is declared invalid for any reason by a court of competent jurisdiction that provision shall be severed, and all other provisions of this Bylaw shall remain valid and enforceable.

### **Repeal**

123. Bylaw No. 03/021, the Taxi Bylaw, as amended, is repealed.

### **Effective Date**

124. This Bylaw shall come into force on October 1, 2013, with the exception of sections 55 and 56.
125. Sections 55 and 56 shall not take effect until October 1, 2014 and then shall only apply to Vehicle for Hire Licences issued on or after October 1, 2014, except in the Hamlet of Fort Chipewyan.
126. In the Hamlet of Fort Chipewyan, sections 15(b)(ix), 55, 56 and 58(n) shall not take effect until October 1, 2018 and then shall only apply to Vehicle for Hire Licences issued on or after October 1, 2018.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Read a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

### PERMIT, LICENCE AND BROKERAGE FEES

Description	Reference	Fee
Application Fee for a Chauffeur's Permit	Section 15	
(a) resident of the Municipality		\$500.00
(b) non-resident		\$1,000.00
Replacement Chauffeur's Permit	Section 18	\$250.00
Application Fee for a Vehicle for Hire Licence	Section 24	\$1,000.00
Replacement Vehicle for Hire Licence	Section 27	\$500.00
Application Fee for a Brokerage Licence	Section 33	\$50.00
Application Fee for an Independent Driver Owner Licence	Section 38	
(a) resident of the Municipality		\$50.00
(b) non-resident		\$500.00
Replacement Independent Driver Owner Licence	Section 42	\$250.00

All fees in Schedule A are non-refundable.

### **VEHICLE FOR HIRE FARES**

1. Except where sections 3, 5, 6 or 7 of this Schedule B applies, the rate that must be charged by a Taxi and by an Accessible Taxi, including GST, shall be:
  - (a) A charge of \$3.80 for the first 77 meters plus \$0.11 for each 75 meters thereafter.
  - (b) Waiting time shall be calculated at \$0.60 per minute.
2. Except where section 4 of this Schedule B applies, the rate that must be charged by a Limousine, including GST, shall be:
  - (a) A minimum charge of \$45.00 for the first hour; and
  - (b) \$35.00 for each hour thereafter.
3.
  - (a) Notwithstanding section 1 of this Schedule B, a set fare may be applied instead of the charges set out in section 1 of this Schedule B where a Taxi or Accessible Taxi is travelling between a location in the Rural Service Area and a location in the Urban Service Area, or between a location in the Rural Service Area and the Fort McMurray Airport, in accordance with this section 3.
  - (b) The set fare is prescribed by the zone in which the applicable trip commences or ends in the Rural Service Area, in accordance with the Zoned Fare Map at Appendix “1” of this Schedule B;
  - (c) The set fare for each of the zones, for a trip between a location in that zone and a location in the Urban Service Area or the Fort McMurray Airport shall be:
    - (i) for a trip commencing or ending in the Rural Service Area Zone A, the set fare shall be \$28.00;
    - (ii) for a trip commencing or ending in the Rural Service Area Zone B, the set fare shall be \$91.00;
    - (iii) for a trip commencing or ending in the Rural Service Area Zone C, the set fare shall be \$137.00;
    - (iv) for a trip commencing or ending in the Rural Service Area Zone D, the set fare shall be \$173.00;
    - (v) for a trip commencing or ending in the Rural Service Area Zone E, the set fare shall be \$220.00;
4.
  - (a) Notwithstanding section 2 of this Schedule B, a set fare may be applied instead of the charges set out in section 2 of this Schedule B where a Limousine is travelling

between a location in the Rural Service Area and a location in the Urban Service Area, or between a location in the Rural Service Area and the Fort McMurray Airport, in accordance with this section 4.

- (b) The set fare is prescribed by the zone in which the applicable trip commences or ends in the Rural Service Area, in accordance with the Zoned Fare Map at Appendix “1” of this Schedule B;
  - (c) The set fare for each of the zones, for a trip between a location in that zone and a location in the Urban Service Area or the Fort McMurray Airport shall be:
    - (i) for a trip commencing or ending in the Rural Service Area Zone A, the set fare shall be \$45.00;
    - (ii) for a trip commencing or ending in the Rural Service Area Zone B, the set fare shall be \$105.00;
    - (iii) for a trip commencing or ending in the Rural Service Area Zone C, the set fare shall be \$157.00;
    - (iv) for a trip commencing or ending in the Rural Service Area Zone D, the set fare shall be \$198.00;
    - (v) for a trip commencing or ending in the Rural Service Area Zone E, the set fare shall be \$253.00;
5. (a) Notwithstanding section 1 of this Schedule B and, excluding any trip subject to sections 6 and 7 of this Schedule B, a set fare may be applied instead of the charges set out in section 1 of this Schedule B where a Taxi or Accessible Taxi Operates exclusively in the Rural Service Area, in accordance with this section 5.
- (b) Notwithstanding sections 6 and 7 of this Schedule B, for a trip with travel in or through more than one zone, the fare charged shall be equal to the combined cost of the set fares applicable in each of the zones in which the trip takes place, which includes:
- (i) the zone in which the trip originates;
  - (ii) each of the other zone(s), each time travelled in or through; and
  - (iii) where the trip ends, each as applicable.

The zones are established in the Zoned Fare Map at Appendix “2” of this Schedule B;

- (c) The set fare for each of the zones in the Rural Service Area shall be:

- (i) in Anzac Zone AZ, \$30.00;
  - (ii) in Conklin Zone CK, \$30.00;
  - (iii) in the Rural Service Area Zone A, \$25.00;
  - (iv) in the Rural Service Area Zone B, \$63.00;
  - (v) in the Rural Service Area Zone C, \$45.00;
  - (vi) in the Rural Service Area Zone D, \$36.00;
  - (vii) in the Rural Service Area Zone E, \$48.00;
6. (a) Notwithstanding section 1 of this Schedule B, a set fare may be applied instead of the charges set out in section 1 of this Schedule B where a Taxi or Accessible Taxi that Operates exclusively in the Rural Service Area is travelling only in and between locations within the boundaries of the Hamlet of Anzac, or only in and between locations within the boundaries of the Hamlet of Conklin, in accordance with this section 6.
- (b) For a trip within a single zone, the set fare applicable to that zone shall be charged.
- (c) For a trip with travel in or through more than one zone, the fare charged shall be equal to the combined cost of the set fares applicable in each of the zones in which the trip takes place, which includes:
- (i) the flag cost;
  - (ii) the zone in which the trip originates;
  - (iii) each of the other zone(s), each time travelled in or through; and
  - (iv) the zone where the trip ends, each as applicable.
- (d) The zones applicable to trips originating and ending within the boundaries of the Hamlets of Anzac or Conklin are established in the Map of Flat Rate Fare Zones at Appendix “3” and “5” respectively of this Schedule B;
- (e) The set fare for each of the zones in the Hamlet of Anzac shall be:
- (i) in Zone AZ-1, \$5.00;
  - (ii) in Zone AZ-2, \$6.00;

- (iii) in Zone AZ-3, \$8.00;
- (f) The set fare for each of the zones in the Hamlet of Conklin shall be:
  - (i) in Zone CK-1, \$7.00;
  - (ii) in Zone CK-2, \$8.00;
  - (iii) in Zone CK-3, \$12.00;
- 7. (a) Notwithstanding section 1 of this Schedule B, a set fare may be applied instead of the charges set out in section 1 of this Schedule B where a Taxi or Accessible Taxi that Operates exclusively in the Rural Service Area is travelling only in and between locations within the boundaries of the Hamlet of Fort Chipewyan, in accordance with this section 7.
- (b) For a trip within a single zone, the set fare applicable to that zone shall be charged.
- (c) For a trip with travel in or through more than one zone, the fare charged shall be equal to the combined cost of the set fares applicable in each of the zones in which the trip takes place, which includes:
  - (i) the flag cost;
  - (ii) the zone in which the trip originates;
  - (iii) each of the other zone(s), each time travelled in or through; and
  - (iv) the zone where the trip ends, each as applicable.
- (d) The zones applicable to trips originating and ending within the boundaries of the Hamlet of Fort Chipewyan are established in the Zoned Fare Map at Appendix “4” of this Schedule B;
- (e) The set fare for each of the zones in the Hamlet of Fort Chipewyan shall be:
  - (i) in Zone FC-1, \$6.00;
  - (ii) in Zone FC-2, \$9.00;
  - (iii) in Zone FC-3, \$20.00;
  - (iv) in Zone FC-4, \$30.00.

8. Notwithstanding any other section of this Schedule B, the Driver of a Vehicle for Hire may add the following surcharges above the total meter rate or flat rate, as applicable, where:

- (a) the Vehicle for Hire is a Van, and
  - (i) the passenger has requested a Van in advance from a dispatcher; or
  - (ii) the passenger has by-passed available Taxis in a taxi stand queue in order to secure a Van,

a surcharge of \$6.00 may be added.

- (b) a clean up of the Vehicle for Hire is required

a surcharge of \$75.00 may be added.

9. Despite sections 1 to 7 of this Schedule B, the Chief Taxi Inspector may change or modify the rates set out therein, no more than once in each twelve (12) month period, in accordance with the following formulas, each as applicable:

- (a) for the sections 1 and 2 of this Schedule B,

Table B-1: Series for Elements of a Cost Index							
Full Name of Series:	Consumer price index, 2005 basket; Alberta; Gasoline (2002=100)	Consumer price index, 2005 basket; Alberta; Passenger vehicle parts, maintenance and repairs (2002=100)	Consumer price index, 2005 basket; Alberta; Passenger vehicle insurance premiums (2002=100)	Consumer price index, 2005 basket; Alberta; Communications (2002=100)	Consumer price index, 2005 basket; Alberta; Purchase of passenger vehicles (2002=100)	Consumer price index, 2005 basket; Calgary, Alberta [48825]; All-items (2002=100)	LFS estimates wages of employees Alberta; Average hourly wage rate; Full-time employees; Sales and service occupations;
CANSIM Series and Table:	v41692401 - Table 326-0020:	v41692402 Table 326-0020:	v41692404 Table 326-0020:	v41692374 Table 326-0020:	v41692399 Table 326-0020:	v41692924 Table 326-0020:	v2570757 Table 282-0069:
Short Name For This Appendix:	<b>GAS</b>	<b>REPAIR</b>	<b>INSURANCE</b>	<b>CELL</b>	<b>AUTO</b>	<b>CPI</b>	<b>WAGE</b>

For any year “*t*”, the formula for the TCI is:

$$\begin{aligned}
 TCI_t = & 9.2 \times CPI_t \div CPI_{2008} + \\
 & 4.7 \times INSURANCE_t \div INSURANCE_{2008} + \\
 & 17.7 \times GAS_t \div GAS_{2008} + \\
 & 4.7 \times REPAIR_t \div REPAIR_{2008} + \\
 & 2.0 \times AUTO_t \div AUTO_{2008} +
 \end{aligned}$$

$$59.8 \times WAGE_t \div WAGE_{2008} + \\ 1.8 \times CELLPHONE_t \div CELLPHONE_{2008}$$

To calculate a percentage change between year 1 and year 2, use  
 $\% \text{ Change} = (TCI_2 \div TCI_1 - 1) \times 100$

(b) for sections 3, 5, 6 and 7 of this Schedule B:

$$FlatRate_z = FlagCost + \sum_{i=A}^z MeterRate \times \text{Average Distance of Route Segments}_z$$

Zone	A	B	C	D	E	F
	Meter Rate each 75.27m	Average route distance in zone (m)	Meter Rate Units	Cost of Zone (\$)	Cumulative Zone Cost (\$)	Total Cost
	As Set	As Measured	C= B/75.27	D = A*C	E = Sum of A for this and all zones crossed	F = Flag Cost + E
A	0.11	16,812	223.3559	24.57	24.57	28.37
B	0.11	43,170	573.5353	63.09	87.66	91.46
C	0.11	30,994	411.771	45.29	132.95	136.75
D	0.11	24,624	327.1423	35.99	168.94	172.74
E	0.11	32,654	433.8249	47.72	216.66	220.46

Where the Flag Cost is the cost for the first 76.88 meters and Meter Rate is the cost per each 75.27 meters thereafter.

(c) for section 4 of this Schedule B:

Zone	F	G	H
	Total Cost for Taxis	Limousine Premium	Limousine Zone Cost
A	F <sub>A</sub>	G <sub>A</sub> = F <sub>A</sub> *0.15	H <sub>A</sub> = F <sub>A</sub> + G <sub>A</sub>
B	F <sub>B</sub>	G <sub>B</sub> = F <sub>B</sub> *0.15	H <sub>B</sub> = F <sub>B</sub> + G <sub>B</sub>
C	F <sub>C</sub>	G <sub>C</sub> = F <sub>C</sub> *0.15	H <sub>C</sub> = F <sub>C</sub> + G <sub>C</sub>
D	F <sub>D</sub>	G <sub>D</sub> = F <sub>D</sub> *0.15	H <sub>D</sub> = F <sub>D</sub> + G <sub>D</sub>
E	F <sub>E</sub>	G <sub>E</sub> = F <sub>E</sub> *0.15	H <sub>E</sub> = F <sub>E</sub> + G <sub>E</sub>

(d) for section 5 of this Schedule B:

Zone	A	B	C	D	E	F
	Meter Rate each 75.27m	Average route distance in zone (m)	Meter Rate Units	Cost of Zone (\$)	Cumulative Cost (\$)	Total Cumulative Cost (\$)
	As Set	As Measured	$C = B/75.27$	$D = A * C$	E = Sum of A for this and all zones crossed	F = Flag Cost + E
A	0.11	16,812	223.3559	24.57	24.57	28.37
B	0.11	43,170	573.5353	63.09	87.66	91.46
C	0.11	30,994	411.771	45.29	132.95	136.75
D	0.11	24,624	327.1423	35.99	168.94	172.74
E	0.11	32,654	433.8249	47.72	216.66	220.46

(e) for section 6 of this Schedule B:

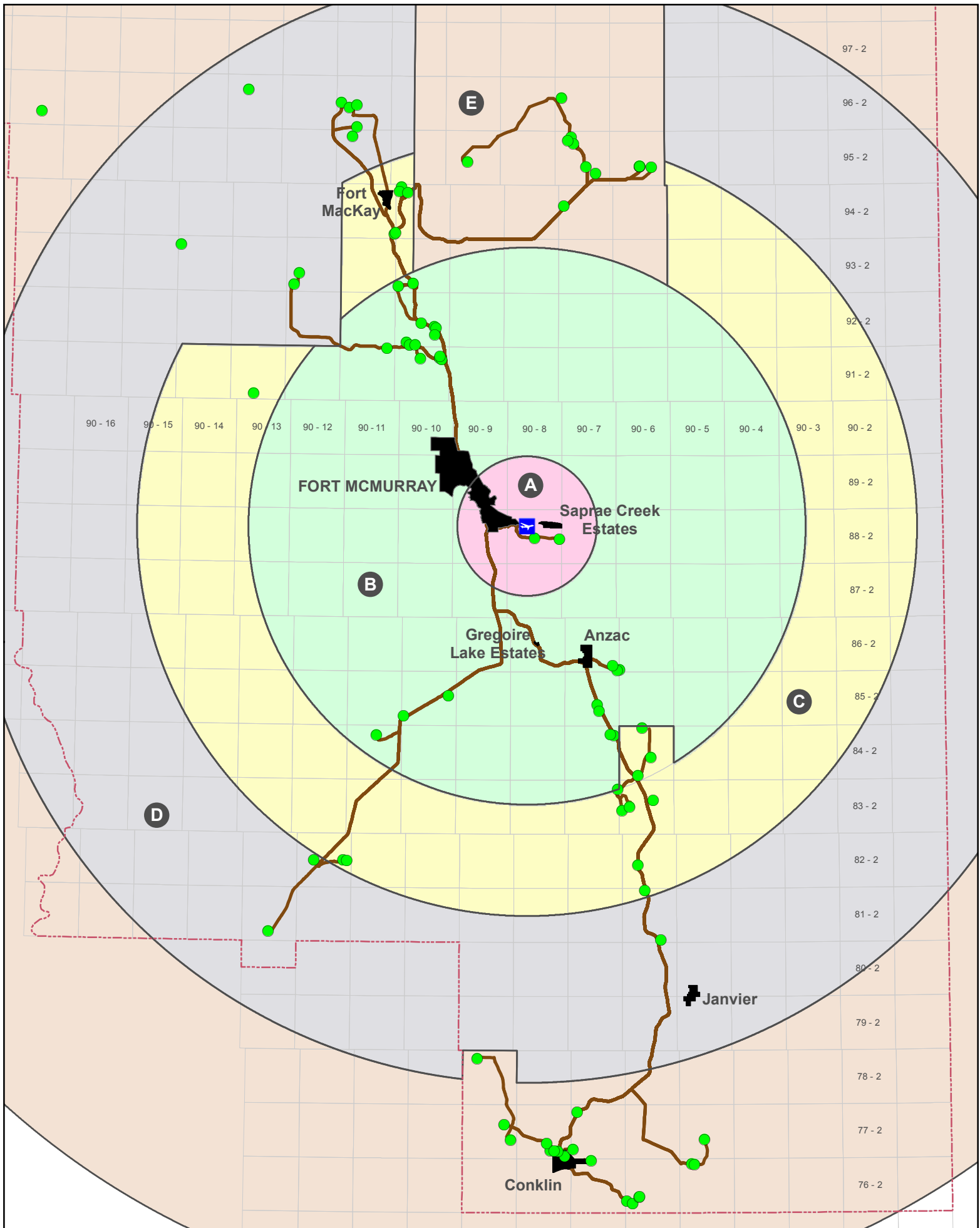
Zone	A	B	C	D	E	F
	Meter Rate each 75.27m	Average route distance in zone (m)	Meter Rate Units	Cost of Zone (\$)	Cumulative Cost (\$)	Total Cumulative Cost (\$)
	As Set	As Measured	$C = B/75.27$	$D = A * C$	E = Sum of A for this and all zones crossed	F = Flag Cost + E
AZ-1	0.11	849	11.2050	1.24	1.24	5.04
AZ-2	0.11	859	11.3434	1.26	2.50	6.30
AZ-3	0.11	1223	16.1375	1.79	4.29	8.09

Zone	A	B	C	D	E	F
	Meter Rate each 75.27m	Average route distance in zone (m)	Meter Rate Units	Cost of Zone (\$)	Cumulative Cost (\$)	Total Cumulative Cost (\$)
	As Set	As Measured	$C = B/75.27$	$D = A * C$	E = Sum of A for this and all zones crossed	F = Flag Cost + E
CK-1	0.11	2091	27.7800	3.06	3.06	6.86
CK-2	0.11	967	12.8471	1.41	4.47	8.27
CK-3	0.11	2568	34.1172	3.75	8.22	12.02

(f) for section 7 of this Schedule B:

Zone	A	B	C	D	E	F
	Meter Rate each 75.27m	Average route distance in zone (m)	Meter Rate Units	Cost of Zone (\$)	Cumulative Cost (\$)	Total Cumulative Cost (\$)
	As Set	As Measured	$C = B/75.27$	$D = A * C$	E = Sum of A for this and all zones crossed	F = Flag Cost + E
FC-1	0.21	873.26	11.6017	2.44	2.44	6.24
FC-2	0.21	994.26	13.2092	2.77	5.21	9.01
FC-3	0.21	3913.59	51.9940	10.92	16.13	19.93
FC-4	0.21	3483.83	46.2977	9.72	25.85	29.65

10. All rates prescribed and changed by the Chief Taxi Inspector in accordance with sections 9(b), 9(c), 9(d), 9(e) and 9(f) of this Schedule B shall be rounded off to the nearest multiple of \$1.00.

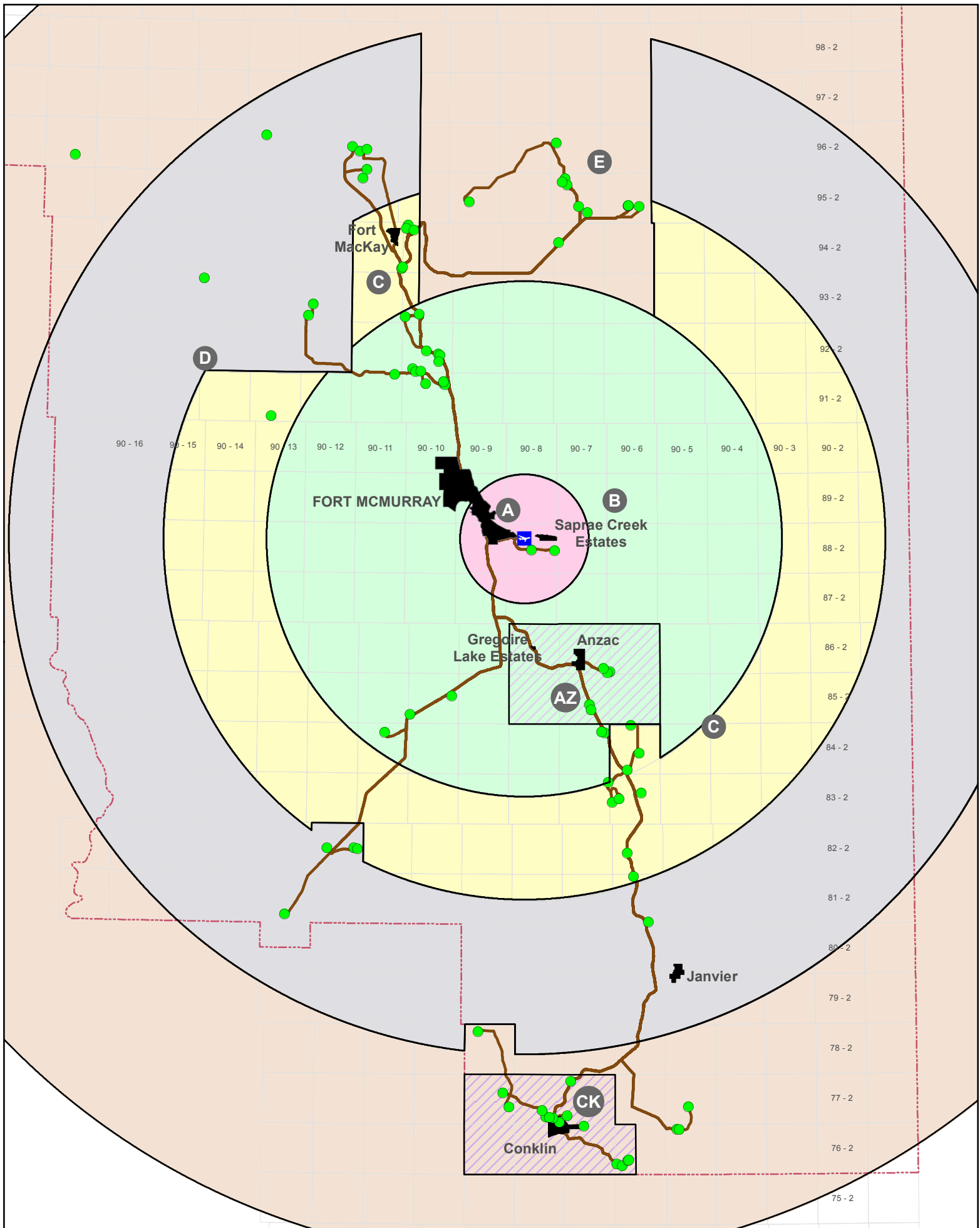


Vehicle for Hire:  
Zoned Fare Map

ZONE

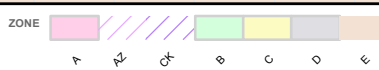
A	B	C	D	E
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Bylaw No. 13/001  
Schedule B  
Appendix "1"

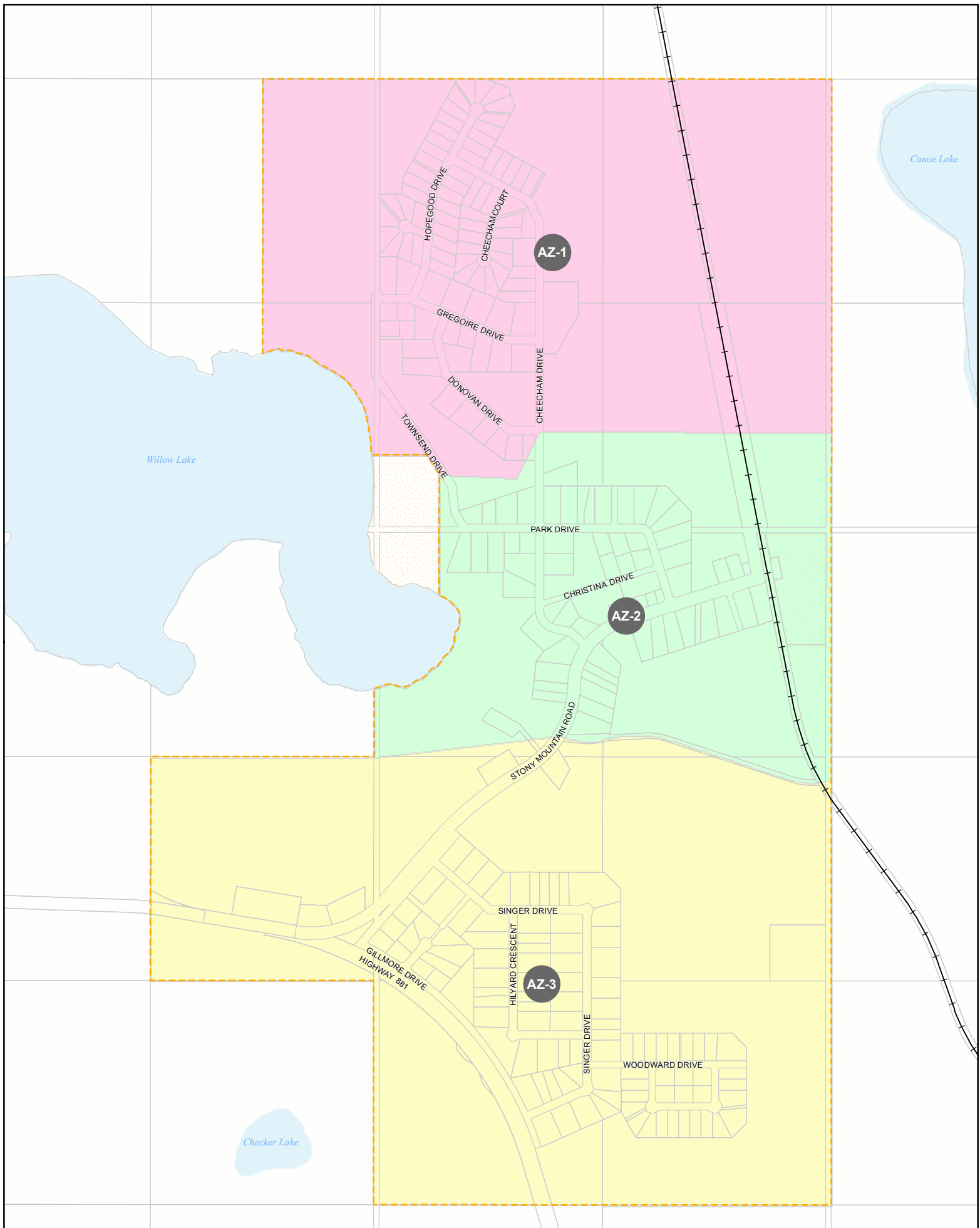


Vehicle for Hire:

Zoned Fare Map (Operating exclusively in rural areas)

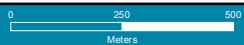


Bylaw No. 13/001  
Schedule B  
Appendix "2"

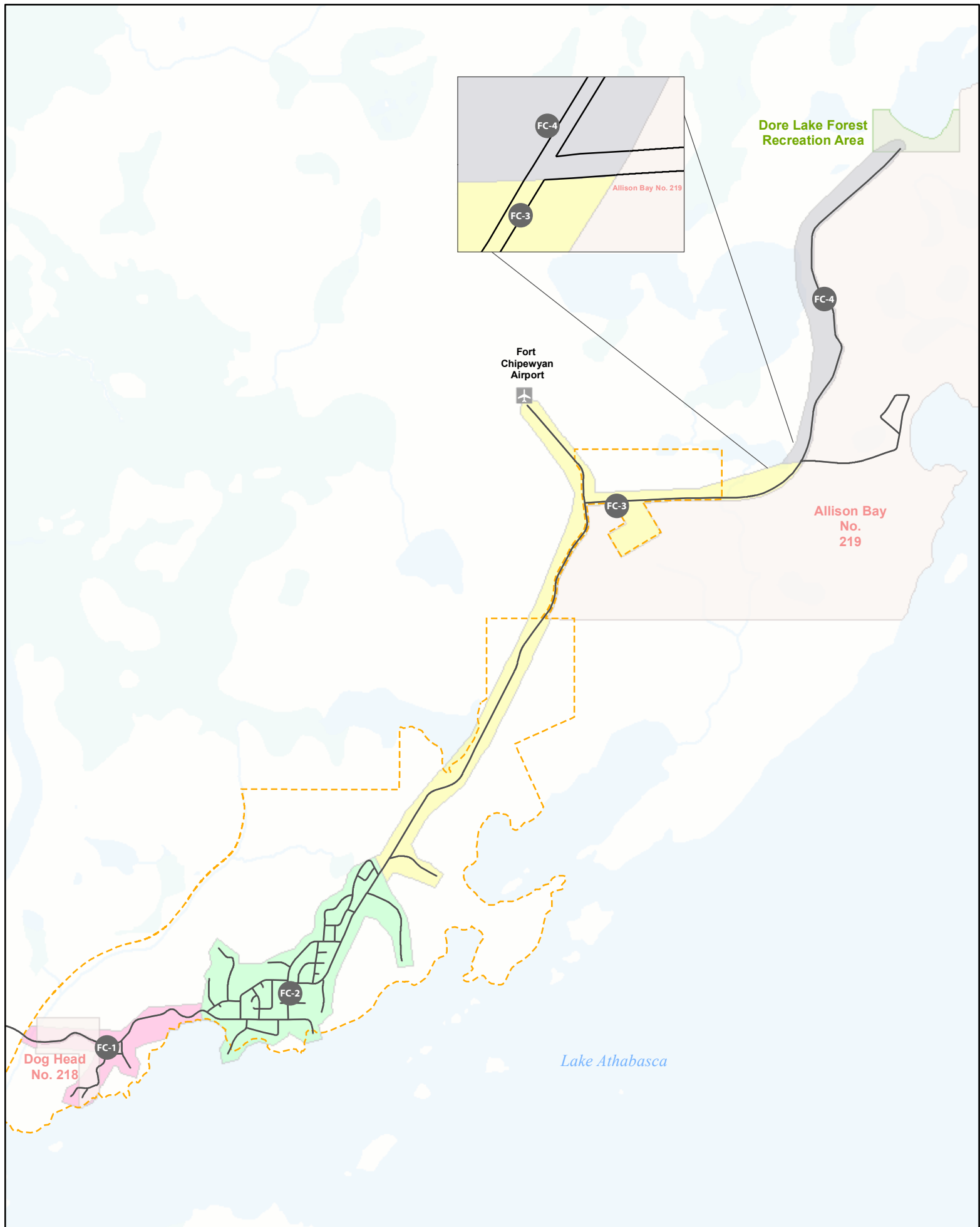


Vehicle for Hire:

Zoned Fare Map (Trips within Anzac)



Bylaw No. 13/001  
Schedule B  
Appendix "3"



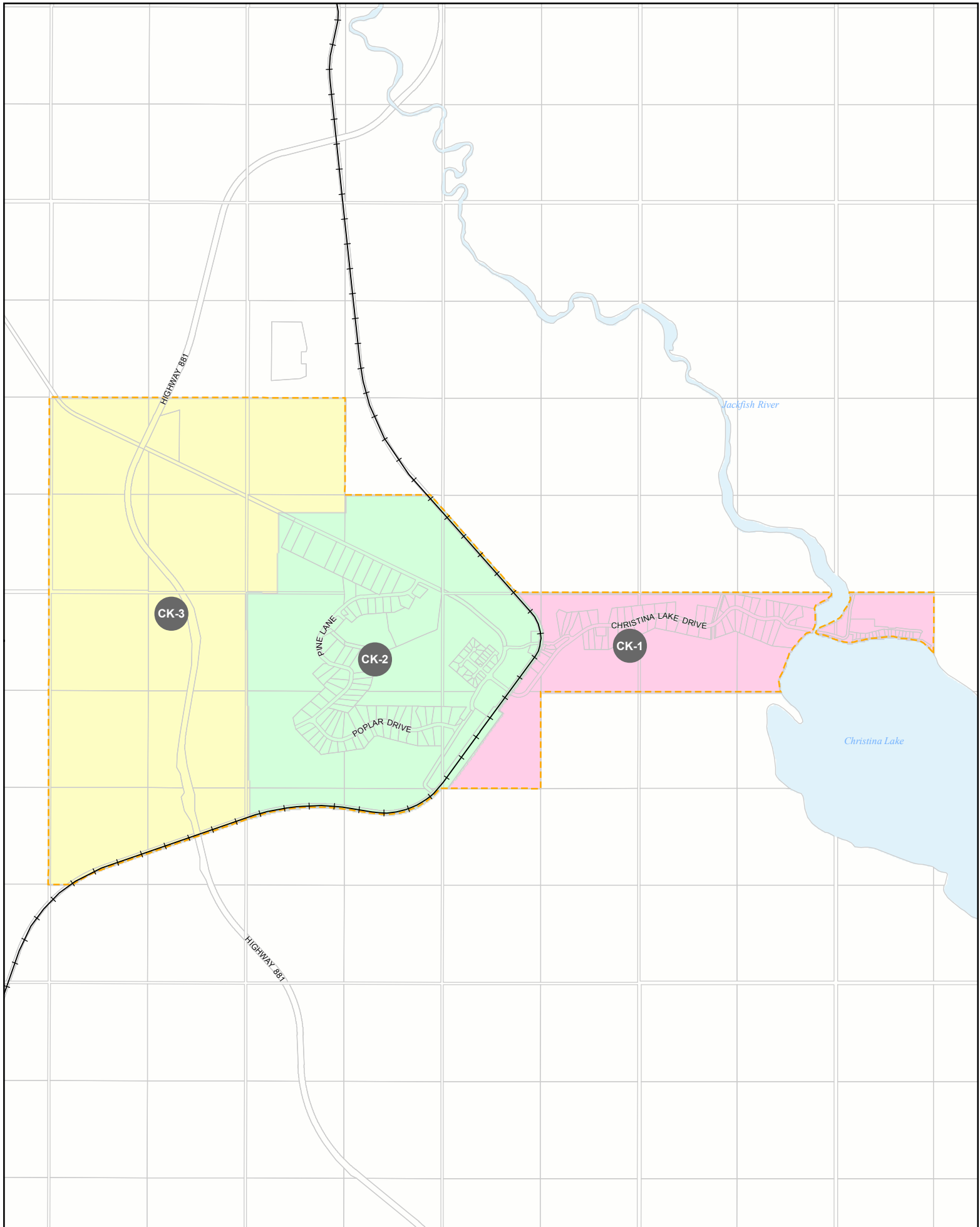
## Vehicle for Hire:

Zoned Fare Map (Fort Chipewyan)



FC-1 Country Residential West/Dog Head I.R.	FC-3 Country Residential East/Airport/Allison Bay I.R.
FC-2 Hamlet Residential	FC-4 Dore Lake

Bylaw No. 13/001  
Schedule B  
Appendix "4"



## FINES AND PENALTIES

Section	Offence	Fine
10(a)	Brokerage fail to post bulletin within Brokerage Premises	\$500.00
10(b)	Licensee fail to show Chauffeur's Permit on request	\$500.00
12(a)	Operate a Vehicle for Hire without valid Chauffeur's Permit	\$1,000.00
12(b)	Cause or permit a person to operate Vehicle for Hire without valid Chauffeur's Permit	\$1,000.00
13	Operate Vehicle for Hire contrary to restrictions or conditions placed on Chauffeur's Permit	\$1,000.00
14(a)	Fail to display Chauffeur's Permit	
14(b)	Fail to show Chauffeur's Permit upon request	
16	Fail to return Chauffeur's Permit to Chief Taxi Inspector	\$500.00
17(b)	Fail to submit required forms to Chief Taxi Inspector	\$500.00
21	Operate, cause or permit operation of Motor Vehicle without Vehicle for Hire Licence	\$1,000.00
22	Operate, cause or permit operation of Vehicle for Hire contrary to restrictions or conditions	\$1,000.00
23(a)	Fail to display Vehicle for Hire Licence	
23(b)	Fail to show Vehicle for Hire Licence upon request	\$500.00
25	Fail to return Vehicle for Hire Licence to Chief Taxi Inspector	\$500.00
29	Conduct Brokerage Operations without valid Brokerage Licence	\$1,000.00
30	Conduct Brokerage Operations contrary to restrictions or conditions	\$1,000.00
31	Fail to display Brokerage Licence on Brokerage premises clearly visible to all Drivers	\$500.00
34(a)	Independent Driver Owner operate Motor Vehicle For Hire without valid Independent Driver Owner Licence	\$1,000.00
34(b)	Independent Driver Owner allow other person to operate Motor Vehicle For Hire	\$1,000.00
35	Independent Driver Owner operate Motor Vehicle For Hire contrary to restrictions or conditions	\$1,000.00

Section	Offence	Fine
36	Independent Driver Owner fail to display Independent Driver Owner Licence	
38(d)	Applicant (Independent Driver Owner) fail to notify Chief Taxi Inspector of change of address within 7 days	\$500.00
39	Fail to return Brokerage Licence to Chief Taxi Inspector	\$500.00
41(a)	Fail to show Brokerage/Independent Driver Owner Licence	\$500.00
54	Fail to maintain Vehicle for Hire or Courtesy Vehicle in good repair	
55(a)	Vehicle for Hire not equipped with approved digital video recorder camera	\$500.00
55(b)	Brokerage/Independent Driver Owner/Driver fail to comply with privacy legislation	\$500.00
55(c)	Operate Vehicle for Hire without digital video recorder camera in operation in accordance with Mechanical Fitness Regulations	\$500.00
55(d)	Digital video recorder camera not in operation while Vehicle for Hire Is Operating	\$500.00
55(e)	Operate Vehicle for Hire without approved decal	\$500.00
55(f)	Fail to produce information captured by digital video recorder camera	\$500.00
55(g)	Obstruct or obscure view or sound reception of digital video recorder camera	\$500.00
56(a)	Vehicle for Hire not equipped with approved GPS	\$500.00
56(b)	Brokerage fail to track Vehicle for Hire with GPS	\$500.00
56(c)	Independent Driver Owner fail to have GPS tracked by third party	\$500.00
56(d)	Operate Vehicle for Hire without GPS in operation in accordance with Mechanical Fitness Regulations	\$500.00
56(e)	GPS not in operation while Vehicle for Hire is Operating	\$500.00
57	Vehicle for Hire or Courtesy Vehicle not equipped with winter tires	
60	Taxi or Accessible Taxi not equipped with child car seat anchoring device	
66	Advertising or other thing affixed to Limousine	
68(a)	Fail to have Taxi Meter tested and inspected for accuracy	\$1,000.00

Section	Offence	Fine
69(a)	Vehicle for Hire Licence Holder fail to notify Chief Taxi Inspector of inaccurate Taxi Meter	\$1,000.00
69(b)	Use defective Taxi Meter	\$1,000.00
71	Operate Vehicle for Hire or Courtesy Vehicle without valid Mechanical Inspection Certificate	\$1,000.00
73(a)	Owner fail to deliver Mechanical Inspection Certificate to Chief Taxi Inspector	\$500.00
75(a)	Person affiliated with Brokerage/Owner/Independent Driver Owner inspect Vehicle for Hire/complete Mechanical Inspection Certificate	\$1,000.00
75(b)	Cause or permit Vehicle for Hire or Courtesy Vehicle to be inspected contrary to prescribed manner	\$1,000.00
75(c)	Obstruct or interfere with inspection	\$1,000.00
76(a)	Licensee fail to ensure inspection of Vehicle for Hire/Courtesy Vehicle	\$500.00
76(b)	Fail to comply with direction of Peace Officer or Chief Taxi Inspector – Motor Vehicle inspection	\$500.00
76(c)	Licensee fail to provide Motor Vehicle for inspection upon direction	\$500.00
77(a)	Fail to take most economical route	\$500.00
77(b)	Driver fail to maintain record of each trip	
77(c)	Driver fail to check vehicle for/deal with passenger personal property	
77(d)	Driver fail to be professional and courteous	
77(e)	Driver fail to be neat and clean in person and dress	
77(f)	Driver fail to promptly attend to passenger pickups	
77(g)	Driver fail to supply a passenger with legible receipt	\$500.00
77(h)	Driver fail to take proper care of/convey/deliver baggage and personal property given to him as directed	
77(i)	Driver fail to notify Chief Taxi Inspector within 7 days of a change of address	\$500.00
77(j)	Driver fail to advise passenger of option charges/apply option selected by passenger	\$500.00

Section	Offence	Fine
78(a)	Driver consume food or beverage while Vehicle for Hire in motion with one or more passengers	
78(b)	Driver smoke/use tobacco or non-tobacco product in Motor Vehicle	
78(c)	Driver play radio or other sound emitting device with one or more passengers in Motor Vehicle	
78(d)	Loiter or cruise on Urban Service Area Highway soliciting passengers	
78(e)	Carry passengers in excess of number stipulated by the manufacturer of Motor Vehicle	
78(f)	Driver take on additional passengers when not requested by a passenger	\$500.00
78(f)(i)	Driver fail to reset Taxi Meter at point where passenger is dropped off	\$500.00
78(f)(ii)	Driver fail to charge set fare for zones travelled in	\$500.00
78(g)	Driver demand unauthorized payment	\$500.00
78(h)	Driver demand unauthorized payment for assistance or additional service provided to person with disability	\$500.00
78(i)	Driver refuse to provide receipt in the amount of the fare when requested by passenger	\$500.00
78(j)	Permit passenger to enter or leave Motor Vehicle while in motion	
78(k)	Use cellular telephone or other device in hands-free mode while transporting passenger	
78(l)	Collect fare or give change while Motor Vehicle in motion	
78(m)	Driver vision obstructed	
78(n)	Operate Vehicle for Hire after being on duty for 12 hours with less than 8 consecutive hours of being off duty in a 24 hour period	\$500.00
79(a)	Unauthorized refusal of service by Driver	\$500.00
80(a)	Driver fail to report refusal of service to Brokerage	
80(b)	Driver fail to provide signed written report within 24 hours of incident	\$500.00
81(a)(i)	Driver of Taxi or Accessible Taxi fail to have valid Mechanical Inspection Certificate in Motor Vehicle	

<b>Section</b>	<b>Offence</b>	<b>Fine</b>
81(a)(ii)	Driver of Taxi or Accessible Taxi fail to have valid Meter Accuracy Certificate in Motor Vehicle	
81(a)(iii)	Driver of Taxi or Accessible Taxi fail to have valid Vehicle Inspection Certificate in Motor Vehicle	
81(a)(iv)	Driver of Taxi or Accessible Taxi fail to have valid Airport Endorsement Permit in Motor Vehicle	
81(b)	Driver of Taxi or Accessible Taxi fail to charge prescribed fare displayed on Taxi Meter	\$1,000.00
82(a)	Operate Taxi or Accessible Taxi without operating Taxi Meter	\$1,000.00
82(b)	Operate Taxi or Accessible Taxi with Taxi Meter not in compliance with Bylaw	\$1,000.00
82(c)	Operate Taxi or Accessible Taxi without rates displayed	
83(a)(i)	Driver of Limousine fail to have valid Mechanical Inspection Certificate in Limousine	
83(a)(ii)	Driver of Limousine fail to have record of current contract while under hire	
83(a)(iii)	Driver of Limousine fail to have valid Vehicle Inspection Certificate in Limousine	
83(a)(iv)	Driver of Limousine fail to have valid Airport Endorsement Permit in Motor Vehicle	
83(b)	Driver of Limousine fail to keep all appointments	
83(c)	Driver of Limousine make appointment preventing Driver from fulfilling it	
83(d)	Driver of Limousine fail to charge prescribed limousine rate	\$1,000.00
83(e)	Driver of Limousine fail to keep daily Trip Sheet	\$500.00
83(f)	Driver of Limousine fail to turn over Trip Sheet(s) to Brokerage at conclusion of work day	
84(a)	Driver of Limousine stand Limousine in Taxi Stand	
84(b)	Driver of Limousine stand Limousine in public parking lot while not under hire	
84(c)	Driver of Limousine pick up passenger(s) not Previously Arranged	
85(a)(i)	Driver of Shuttle fail to have valid Mechanical Inspection Certificate in Shuttle	

<b>Section</b>	<b>Offence</b>	<b>Fine</b>
85(a)(ii)	Driver of Shuttle fail to have written record of current contract while under hire	
85(a)(iii)	Driver of Shuttle fail to have valid Vehicle Inspection Certificate in Shuttle	
85(a)(iv)	Driver of Shuttle fail to have valid Airport Endorsement Permit in Motor Vehicle	
85(b)	Driver of Shuttle fail to keep all appointments	
85(c)	Driver of Shuttle make appointment preventing Driver from fulfilling it	
85(d)	Driver of Shuttle fail to keep a Trip Sheet	\$500.00
85(e)	Driver of Shuttle fail to turn over Trip Sheet(s) to Brokerage at conclusion of work day	
86(a)	Driver of Shuttle stand Shuttle in Taxi Stand	
86(b)	Driver of Shuttle stand Shuttle in public parking lot while not under hire	
87(a)	Brokerage fail to ensure Vehicle for Hire is in compliance with Bylaw	\$500.00
87(b)	Brokerage fail to ensure Person operating Vehicle for Hire has valid Chauffeur's Licence	\$500.00
87(c)	Brokerage fail to ensure Vehicle for Hire Licence is in Vehicle for Hire	
87(d)	Brokerage fail to ensure Mechanical Inspection Certificate is in Vehicle for Hire	
87(e)	Brokerage fail to ensure valid Vehicle Inspection Certificate is in Vehicle for Hire	
87(f)	Brokerage fail to ensure Taxi or Accessible Taxi has sealed Taxi Meter	\$1,000.00
87(g)	Brokerage fail to ensure Taxi or Accessible Taxi charges specified fares	\$1,000.00
87(h)	Brokerage fail to ensure Limousine charges specified fares	\$1,000.00
88(a)	Brokerage fail post Brokerage Licence	
88(b)	Brokerage fail to post terms and conditions imposed on Brokerage Licence	
89(a)	Brokerage fail to maintain Brokerage premises	

<b>Section</b>	<b>Offence</b>	<b>Fine</b>
89(b)	Brokerage fail to inform Chief Taxi Inspector of all trade names used by Brokerage Operations	\$500.00
89(c)	Brokerage fail to immediately notify Chief Taxi Inspector when Vehicle for Hire ceases to be affiliated with Brokerage	\$500.00
89(d)	Brokerage fail to maintain up to date list of Vehicle for Hire Drivers affiliated with Brokerage/Fail to provide Chief Taxi Inspector or Peace Officer with list on demand	\$1,000.00
89(e)	Brokerage fail to maintain up to date list of affiliated Vehicle(s) for Hire with Airport Endorsement permit/Fail to provide Chief Taxi Inspector or Peace Officer with list on demand	\$1,000.00
89(f)	Brokerage fail to adhere to approved Colour Scheme	\$500.00
89(g)	Brokerage fail to install GPS	\$500.00
89(h)	Brokerage fail to provide dispatch services on continuous basis or as required by Chief Taxi Inspector	\$500.00
89(i)	Brokerage fail to provide training to affiliated Drivers	\$1,000.00
89(j)	Brokerage fail to provide services requested by passenger	\$500.00
89(k)	Brokerage fail to provide passenger with same Vehicle for Hire agreed to	
89(l)	Brokerage fail to retain all Trip Sheets of affiliated Drivers for 12 months/make Trip Sheets available for inspection	\$500.00
90(a)	Brokerage fail to keep/retain records for 90 days	\$500.00
90(b)	Brokerage request/require/allow Driver to operate Vehicle for Hire in excess of 12 hours with less than 8 consecutive hours of being off duty in any 24 hour period	\$500.00
91(a)	Brokerage fail to keep list of complaints received	\$500.00
91(b)	Brokerage fail to give list of complaints to Chief Taxi Inspector /Peace Officer on Demand	\$500.00
91(c)	Brokerage fail to advise Chief Taxi Inspector of investigation by Peace Officer	\$500.00
92	Independent Driver Owner cause other Person to operate a Vehicle for Hire	\$500.00
93(a)	Independent Driver Owner fail to hold valid Chauffeur's Permit	\$500.00

<b>Section</b>	<b>Offence</b>	<b>Fine</b>
93(b)	Independent Driver Owner fail to hold valid Vehicle for Hire Licence	\$500.00
93(c)	Independent Driver Owner fail to hold Independent Driver Owner Licence	\$500.00
93(d)	Independent Driver Owner not Owner of Vehicle for Hire	
93(e)(i)	Independent Driver Owner fail to have communications system in Vehicle for Hire	\$500.00
93(e)(ii)	Independent Driver Owner Vehicle for Hire not marked or painted with approved Colour Scheme	\$500.00
93(e)(iii)	Independent Driver Owner Vehicle for Hire not equipped with GPS/camera	\$500.00
93(f)	Independent Driver Owner not knowledgeable/trained in use of equipment	\$1,000.00
93(g)	Independent Driver Owner fail to provide services requested by passenger	\$500.00
93(h)	Independent Driver Owner dispatch other Vehicle for Hire	\$500.00
93(i)	Independent Driver Owner fail to retain all Trip Sheets for 12 months/make Trip Sheets available for inspection	\$500.00
93(j)	Independent Driver Owner Operate Vehicle for Hire after being on duty for 12 hours with less than 8 consecutive hours of being off duty in a 24 hour period	\$500.00
94	Independent Driver Owner fail to keep/retain records for 90 days	\$500.00
95(a)	Independent Driver Owner fail to keep list of complaints received	\$500.00
95(b)	Independent Driver Owner fail to give list of complaints to Chief Taxi Inspector /Peace Officer on demand	\$500.00
95(c)	Independent Driver Owner fail to notify Chief Taxi Inspector of investigation by Peace Officer	\$500.00
97	Interfere with Peace Officer – inspection of Vehicle for Hire	\$500.00
98	Driver fail to produce documents to Peace Officer	
103	Operate/Cause/Permit operation of Vehicle for Hire while Vehicle for Hire Licence suspended	\$1,000.00

All offences under this Bylaw for which no fine is specified in this Schedule “C” shall be a minimum of \$200.00.



**Subject: Lot 4, Block 1, Plan 112 5198 Amendment**  
**- Bylaw No. 13/002 – Highway 69 / Clearwater River Valley Area Structure Plan**  
**- Bylaw No. 13/003 – Land Use Bylaw**

**APPROVALS:**

Carol Theberge, Executive Director  
Glen Laubenstein, Chief Administrative Officer

**Administrative Recommendation(s):**

1. THAT Bylaw No. 13/002, being an amendment to the Highway 69/Clearwater River Valley Area Structure Plan to change the designation of parts of Lot 4, Block 1, Plan 112 5198 and a portion of the adjacent government road allowance from Open Space District to Business Industrial District, be read a first time.
2. THAT Bylaw No. 13/003, being an amendment to the Land Use Bylaw to change the designation of parts of Lot 4, Block 1, Plan 112 5198 and a portion of the adjacent government road allowance from Urban Expansion District to Business Industrial District, be read a first time.

**Summary:**

An application has been received to amend the Land Use Bylaw No. 99/059 and the Highway 69/Clearwater River Valley Area Structure Plan Bylaw No. 99/058 to redesignate the remaining portion of Lot 4, Block 1, Plan 112 5198 and a portion of the adjacent government road allowance from Urban Expansion (UE) District and Open Space District respectively to Business Industrial District (BI) (Attachments 1 and 2). The authority to amend the Land Use Bylaw and the Area Structure Plan is vested with Council under the Municipal Government Act.

**Background:**

The subject properties are located adjacent to Highway 69, west of the Fort McMurray Airport (Schedule A), and the southern portion of Lot 4 is already designated as Business Industrial District. The properties currently lay vacant, although Lot 4 recently contained a project accommodation. A portion of a government road allowance runs adjacent to Lot 4, and received Council approval to be closed on October 9, 2012 (Bylaw No. 12/020). The applicant is presently completing the purchase of this portion of the road allowance and is seeking its redesignation to Business Industrial District along with Lot 4.

The Land Use Bylaw currently designates the northern portion of the property and the government road allowance as Urban Expansion District, which allows for a range of uses from residential to limited commercial and industrial uses. The applicant wishes to redesignate the northern portion of Lot 4 and a portion of the government road allowance to Business Industrial District to expand the number of commercial and industrial uses. The property also falls under the Highway 69/Clearwater River Valley Area Structure Plan, which identifies the lands as Open Space District.

**Rationale for Recommendations:**

The proposed Business Industrial District will allow for the development of a significantly wider range of compatible commercial businesses and general industrial uses on the subject property than are currently available. The current Urban Expansion District does not permit many of the uses needed to satisfy the region's commercial and industrial land shortage. The Commercial and Industrial Land Use Study (CILUS) indicates a shortage of industrial space within the Municipality. This location was specifically identified as appropriate for future commercial and industrial activities, due to its proximity to the Fort McMurray Airport and Lynton Intermodal Facility (Canadian National rail yard).

Policy 5.2.7 in the Highway 69/Clearwater River Valley Area Structure Plan directs new business industrial uses to situate near areas already designated as Business Industrial District. Since the plan identifies the southern portion of Lot 4 as a pre-existing Business Industrial District, the proposed amendment is in keeping with the intent of this policy. Furthermore, the proposed amendment aligns with the Municipal Development Plan's Goal 1, "Responsible Development," and Goal 3, "Economic Resilience," by providing much needed commercial and industrial land in an appropriate area.

Given the size of the proposed business industrial park and the submission of a Traffic Impact Assessment in May 2012, Administration does not anticipate that the traffic generated will negatively impact the site entrance on Highway 69. Alberta Transportation maintains jurisdiction over this stretch of the highway and has also recommended approval of the proposed amendment. However, traffic impacts will be evaluated at the time of subdivision or development permit applications to assess whether improvements to Highway 69 will be required.

Administration supports the amendment and recommends that Bylaw No. 13/002 and Bylaw No. 13/003 be given first reading to allow for the scheduling of a public hearing.

**Attachments:**

1. Bylaw No. 13/002
2. Bylaw No. 13/003

**BYLAW NO. 13/002**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO  
AMEND AREA STRUCTURE PLAN BYLAW 99/058**

**WHEREAS** Section 633 of the Municipal Government Act, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to enact a bylaw adopting an Area Structure Plan.

**AND WHEREAS** Section 191(1) of the Municipal Government Act, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to adopt a bylaw to amend an Area Structure Plan.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in open meeting hereby enacts as follows:

1. The Highway 69/Clearwater River Valley Area Structure Plan Bylaw No. 99/058 is hereby amended by redesignating the northern portion of Lot 4, Block 1, Plan 112 5198 from Open Space to Business Industrial (BI), as depicted in Schedule A.
2. The Chief Administrative Officer is authorized to consolidate this bylaw.
3. This bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

# Highway 69/Clearwater River Valley Area Structure Plan Amendment

## Schedule A

20.12 Government Road Allowance

HIGHWAY 69

88-8-19

20.12 Government Road Allowance

From Open Space District  
to Business Industrial District (BI)

Proposed  
Business  
Industrial

Lot 4  
Block 1  
Plan 112 5198

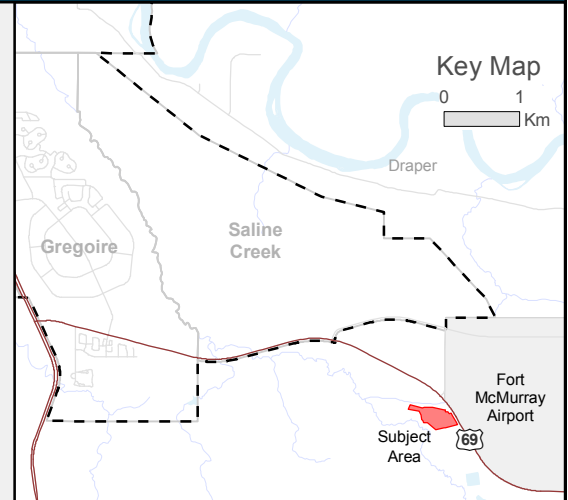
Existing  
Business  
Industrial



Saline Creek

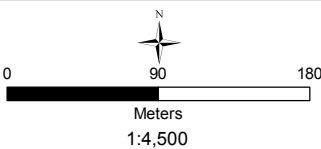
88-8-19

88-8-20

  
88-8-20  
Fort  
McMurray  
Airport



-  Proposed Land Use
-  Road Closure
-  Urban Boundary Line
-  Current Land Use
-  Survey Parcel



Map produced by the Planning and Development  
Department on December 21, 2012 PL1260

**BYLAW NO. 13/003**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO  
AMEND LAND USE BYLAW NO. 99/059**

**WHEREAS** Section 639 of the Municipal Government Act, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to enact a bylaw adopting a Land Use Bylaw.

**AND WHEREAS** Section 191(1) of the Municipal Government Act, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to adopt a bylaw to amend a Land Use Bylaw.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in open meeting hereby enacts as follows:

1. Land Use Bylaw No. 99/059 is hereby amended by redesignating the northern portion of Lot 4, Block 1, Plan 112 5198 from Urban Expansion (UE) to Business Industrial (BI) as depicted in Schedule A.
2. The Chief Administrative Officer is authorized to consolidate this bylaw.
3. This bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

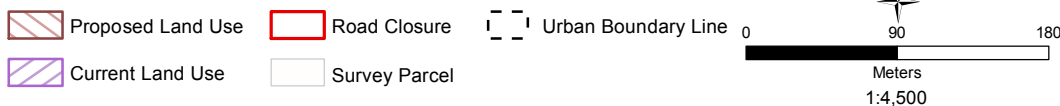
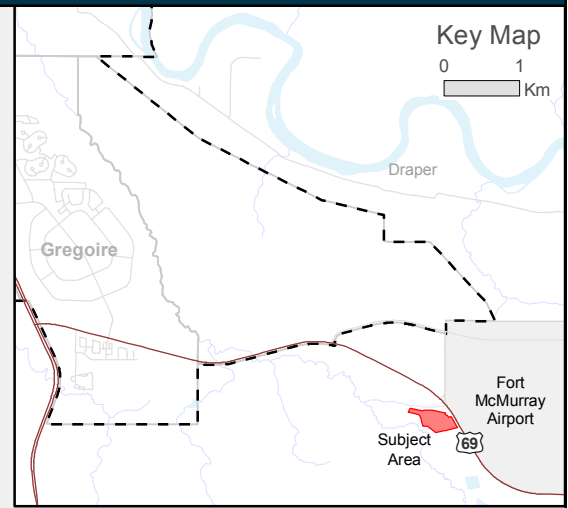
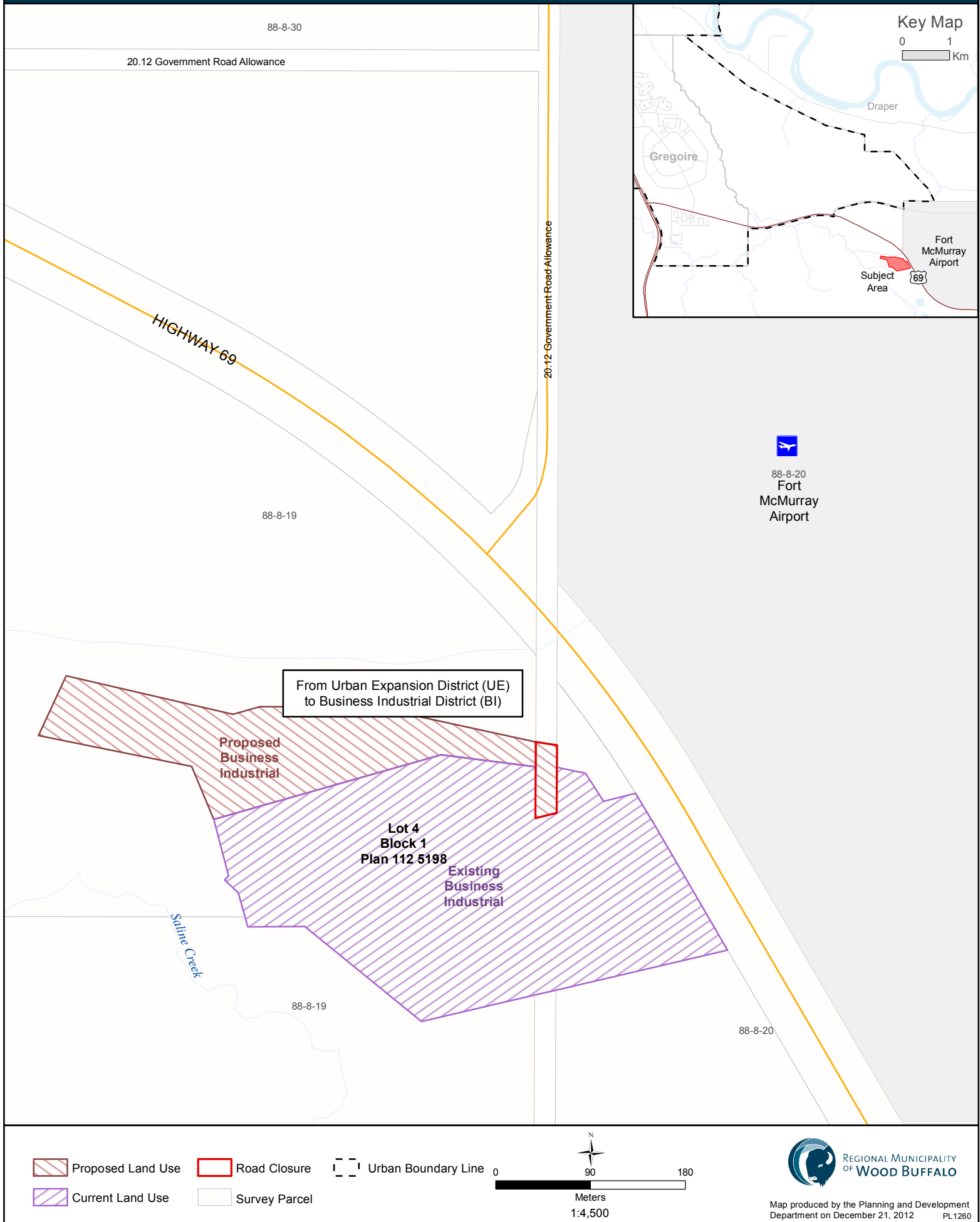
SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

# Land Use Bylaw Amendment

## Schedule A



**Subject: Bylaw No. 13/004 - Land Use Bylaw Amendment for City Centre Area Redevelopment Plan Special Area****APPROVALS:**

Bruce Irvine, City Centre Planning Director  
Carol Theberge, Executive Director  
Glen Laubenstein, Chief Administrative Officer

**Administrative Recommendation:**

THAT Bylaw No. 13/004, being an amendment to the Land Use Bylaw specific to Part 9, the City Centre Area Redevelopment Plan Special Area, be read a first time.

**Summary:**

Since the adoption of the City Centre Land Use Bylaw (CCLUB), a monitoring process was established to ensure the CCLUB is reflective of community needs and development trends in the City Centre (Attachment 1). The key refinements identified from this process include general regulations, transportation and development standards of the City Centre Special Area.

**Background:**

The City Centre Area Redevelopment Plan (CCARP, Bylaw No. 12/003) and the City Centre Land Use Bylaw (CCLUB, Bylaw No. 12/012 and Bylaw No. 12/013) were adopted by Council on February 14, 2012 and April 24, 2012 respectively. These statutory documents guide and regulate land uses, built form, public space, pedestrian amenities, density and parking in the City Centre Special Area. While the CCARP defines long-term directions, the CCLUB is a living document that requires regular updates to reflect building and development trends.

**Rationale for Recommendation:**

The CCLUB is the primary tool to implement the vision for the City Centre. The effectiveness of the CCLUB is maintained by regular assessment and adjustments through ongoing consultations with key stakeholders and residents.

With the overall goal to encourage innovations with flexibility, the outcome of this reflective process suggests minor adjustments and modifications are necessary to clarify some provisions in the CCLUB. The proposed refinements respond to current development conditions, support sustainable built forms and strengthen the identity of the City Centre.

To ensure vitality and active use of streets and public realm, both the CCARP and CCLUB call for attractive streetscapes, pedestrian-friendly corridors and innovative built forms in the City Centre. The proposed refinements are aligned with the vision and objectives that are outlined in the Municipal Development Plan, the Municipal Strategic Plan, and the CCARP. They also align





with other municipal guiding documents in creating a viable urban environment in the City Centre.

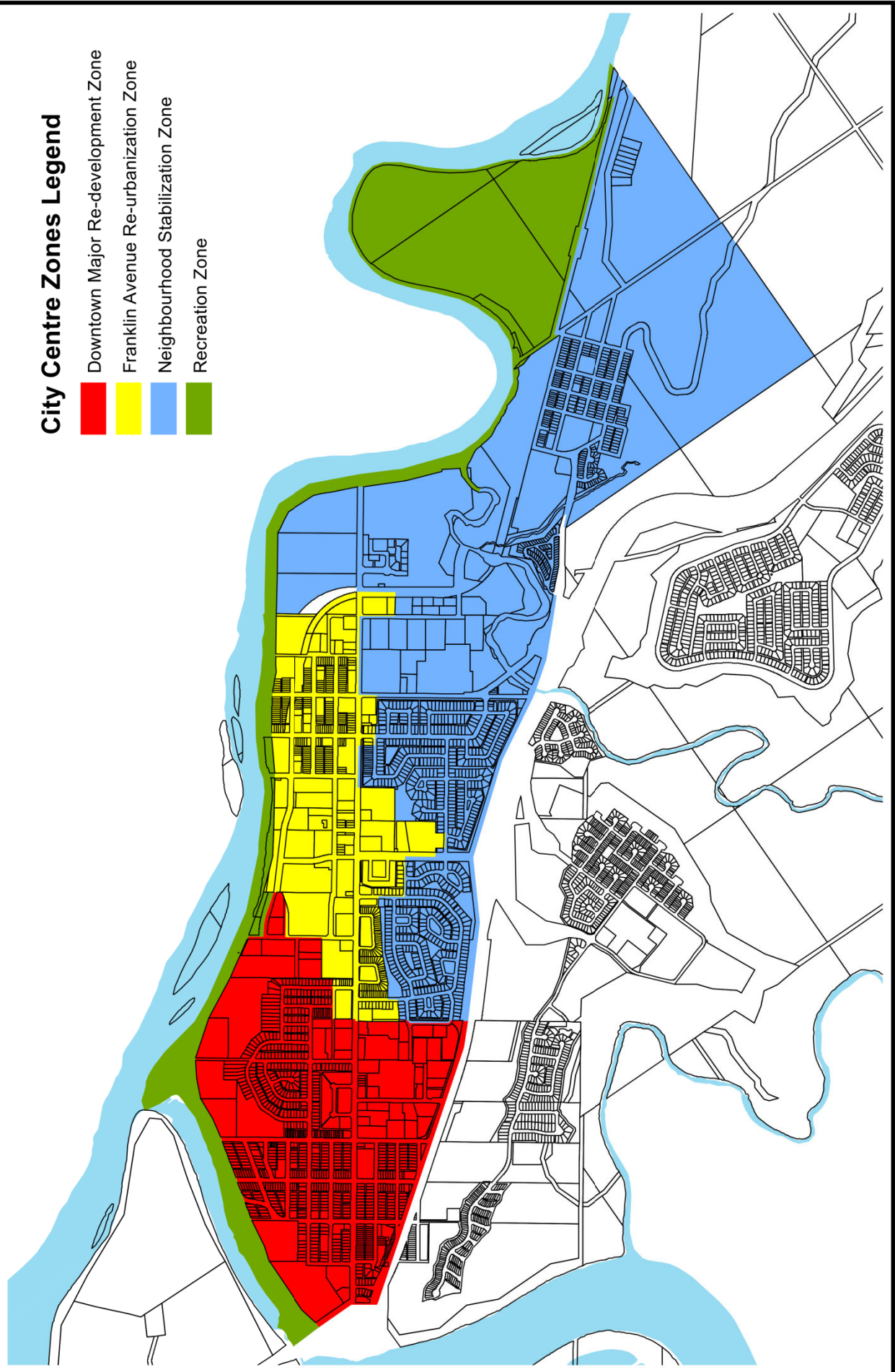
Administration supports the proposed bylaw amendment and recommends that Bylaw No. 13/004 be given first reading.

**Attachments:**

1. Map of the City Centre Special Area
2. Bylaw No. 13/004 - Amendments to the provisions in Part 9, the City Centre Land Use Bylaw

**City Centre Zones Legend**

-  Downtown Major Re-development Zone
-  Franklin Avenue Re-urbanization Zone
-  Neighbourhood Stabilization Zone
-  Recreation Zone





**BYLAW NO. 13/004**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND LAND USE BYLAW NO. 99/059**

**WHEREAS** Section 639 of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to enact a bylaw adopting a Land Use Bylaw.

**AND WHEREAS** Section 191(1) of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to adopt a bylaw to amend a Land Use Bylaw.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in open meeting hereby enacts as follows:

1. THAT Bylaw No. 99/059 is hereby amended as set out in Schedule A, attached to and forming part of this bylaw.
2. THAT the Chief Administrative Officer is authorized to consolidate this bylaw.
3. THAT this bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

## Schedule A - Refinements

**1. Under section 9.4.1:**

Delete the definition of Accessory surface parking and replace as follows:

ACCESSORY SURFACE PARKING means an area of land used for parking of motor vehicles on the surface of the Site, which serves or is intended to serve the uses on the same Site, and may include but is not limited to customer parking, visitor parking and passenger pick up and drop off areas. ACCESSORY SURFACE PARKING also includes land used for parking of motor vehicles off the site where an arrangement for off-site parking has been established under section 9.20.6. ACCESSORY SURFACE PARKING excludes parking offered for uses not located on the Site, except for cases where an arrangement for off-site parking has been established under section 9.20.6.

Delete the definition of FESTIVAL.

Delete the definition of Food and beverage commercial and replace as follows:

FOOD AND BEVERAGE COMMERCIAL means a Development where the primary purpose is the sale of prepared food and beverages to the public for consumption on or off the premises, but does not include drive-thru food pick-up service. FOOD AND BEVERAGE COMMERCIAL includes, but is not limited to, DRINKING LOUNGE, MINOR; FOOD SERVICE, MOBILE CATERING; FOOD SERVICE, TAKE OUT RESTAURANT; FOOD SERVICE, MAJOR RESTAURANT ; and FOOD SERVICE MINOR RESTAURANT. FOOD AND BEVERAGE COMMERCIAL does not include DRINKING LOUNGE, MAJOR; FOOD SERVICE, DRIVE IN OR DRIVE THROUGH; and NIGHTCLUB as defined in Section 10 of this Bylaw.

Delete the definition of Height and replace as follows:

HEIGHT has the meaning set out in section 10 of this bylaw, except that in relation to a Podium, the height shall be measured to the highest point of the Podium structure, not including the Tower portion or any other portion of the Building.

Delete the definition of Mobile Food Vending Carts and replace as follows:

MOBILE FOOD VENDING UNIT means a readily moveable non-motorized unit, of less than 20 square metres in size, designed for the storage, preparation, sale and distribution of food.

Delete the definition of Podium and replace as follows:

PODIUM means the continuous projecting base of a Building, distinct from the Tower or other portions of the Building. A Podium does not include a building for a spectator sports facility.

Delete the definition of Tower and replace as follows:

TOWER means a Building or a portion of a Building located on top of a Podium, with the Height of the Tower extending from the top of the Podium to the top of the Building.

Insert a new definition:

CITY BLOCK AREA means the area located within the perimeter of the city block described by a line extending along the outside of the Lots and across the ends of the lanes that comprise the city block.

**2. Delete section 9.5.7 and replace as follows:**

9.5.7 Reconstruction of Existing Buildings

.1 Notwithstanding any of other provisions in this Bylaw, if a building or structure within the City Centre Special Area that lawfully existed at the date of adoption of this Part 9 is damaged or destroyed, then:

- .1 Repair or reconstruction of the building or structure that commences within 1 year after the damage or destruction occurs and is completed as soon as reasonably practicable thereafter, and
- .2 Continuation of uses within the building or structure that lawfully existed at the date of adoption of this Part 9 and that continue as soon as reasonably practicable after completion of the repair or reconstruction of the building or structure,

are deemed to be conforming, provided that the repair or reconstruction meets the provisions of:

- .4 Section 60 - Development in the Floodplain (Clearwater River Athabasca River Flood Plain Area);
- .5 Section 61 - Development Near Water Bodies and Watercourses; and
- .6 Section 62 - Development Setbacks from Slopes.

**3. Add a section titled 9.5.8 Exemptions as follows:**

“9.5.8 Exemptions

The following developments are exempt from the requirements in sections 9.7 to 9.15 inclusive and section 9.21:

Within a non-conforming building, enlargements or additions to a Residential Building, that constitute less than 5% of the Building or 100m<sup>2</sup> in Gross Floor Area, whichever is greater,

provided that such extensions do not result in an increase in the number of Dwellings within the Building or on the Site;

Within a Non-conforming building, enlargements or additions to a non-Residential Building, that constitute less than 5% of the Building or 100m<sup>2</sup> in Gross Floor Area, whichever is greater.

**4. Delete sections 9.6.1.1.1 and 9.6.1.1.2 and renumber the subsections as follows:**

- .1 To the Street Types in order to accommodate Site specific circumstances;
- .2 To Building and Landscape Frontage Types to accommodate Site specific circumstances;  
and
- .3 To the required Through Block Connections in order to accommodate Site specific circumstances.

**5. Add the following regulation to section 9.6.1 Non-Conforming Buildings, as section 9.6.1.2:**

- .2 The Development Authority may approve changes in use within a non-conforming Building without requiring the building to be brought into conformance, provided that the proposed use is a permitted or discretionary use.

**6. Delete section 9.6.2.3 and replace as follows:**

- .3 The Development Authority shall not allow a variance from the maximum Floor Area Ratio except as set out in this section. The Development Authority may allow a variance of the maximum Floor Area Ratio by up to 10%.

**7. Delete section 9.6.2.5 and replace as follows:**

- .5 With respect to access routes for fire protection, the Development Authority shall not allow a variance to:
  - 1. Building location and orientation,
  - 2. the location of Public Roads,
  - 3. the location of Through Block Connections, or
  - 4. the width of vehicular entrances,

where the variance would result in a Development that does not have fire protection access routes that are at least 8m wide on at least two sides of a Building.

**8. Add the following section to the end of section 9.6.2:**

- .6 The Development Authority shall not allow a variance to the requirements under section 9.16.2 'Downtown Primary Office Employment Area' except as set out in this section. The Development Authority may allow a variance to the requirements under section 9.16.2 'Downtown Primary Office Employment Area' by up to 10%, including the resulting amount of a Building that shall be occupied by Office Commercial. The variance may be allowed to achieve other requirements of this Bylaw including, but not limited to: Building or Landscape Frontage Types, through block connections, retail uses on the ground floor, height requirements, Floor Area Ratio requirements, parking requirements, or the special urban design regulations.
- .7 Notwithstanding Section 28.2 the Development Authority may allow any variance in regard to front, side and rear setback requirements for existing or new principal or accessory buildings, decks and signs.

**9. Delete section 9.7.5.2 and replace as follows:**

- .2 Within the FRA1, PRA1 and PRA2 Land Use Districts a drive-thru component proposed as part of a Development shall meet the following regulations:
  - a. the drive-thru shall be Accessory to the Principal Use of the Development;
  - b. the drive thru lane shall not be located between the Building it serves and Front Lot Line or a designated Corridor;
  - c. If the Site is located on Lot with two Front Lot Lines, then the drive thru lane may be located between the building and the front lot line, as long as the front lot line is not adjacent to a Corridor.;
  - d. the entrance to the drive-thru lane shall not be on Franklin Avenue, Hospital Street, or King Street; and
  - e. the primary entrance to the Building shall be a pedestrian oriented entrance.
  - f. the drive-thru lane shall be at the rear of the Site, located between the Building it serves and the Rear Lot Line; If no rear lot line exists, then the rear lot line is

deemed as the lot line most opposite a corridor, and if located on more than one corridor, then most opposite the higher order corridor.

**10. Delete Section 9.7.6 Landscaping and replace as follows:**

9.7.6 Landscaping

- .1 The provisions of Section 72 of this Bylaw shall apply to all Development within this Part, except for:
  - i. Developments where 100% Site coverage for Buildings is permitted and provided, at the discretion of the Development Authority; and
  - ii. Additions to existing Buildings, where the addition is less than 1,000 m<sup>2</sup> in Gross Floor Area

**11. Delete section 9.7.7.1 and replace as follows:**

- .1 Any trash collection area, or storage area, shall be located adjacent to the lane and shall be within the Principal Building or within a screened area directly adjacent to the Building. For Residential Developments other than Apartment Buildings, Commercial Developments in the Franklin Avenue Re-Urbanization Zone and for developments that are not adjacent to a lane, the trash collection area or storage area may be located separate from the Principal Building in a screened enclosure, not necessarily adjacent to a lane.

**12. Delete section 9.7.11 Green Building Standards, and replace as follows:**

9.7.11 Green Building Standards

- .1 Compliance Methods depend upon the type, size and scope of Building works being proposed. These methods are set out in table 9.7-1 below. Where more than one compliance method is shown, the applicant may choose which compliance method to meet.

Table 9.7-1 Compliance Methods for Green Building Standards.

<b>New Construction:</b>	<b>Compliance Method:</b>
Gross Floor Area > 1,000m <sup>2</sup>	LEED Gold (9.7.11.2) Alternative A (9.7.11.3)
Gross Floor Area < 1,000m <sup>2</sup>	Alternative B (9.7.11.4)
<b>Existing Building Extension:</b>	<b>Compliance Method:</b>
Greater than 30% of existing Gross Floor Area and cumulative area is > 1,000 m <sup>2</sup>	LEED Gold (9.7.11.2) Alternative A (9.7.11.3)
Less than 30% of existing Gross Floor Area	Alternative B (9.7.11.4)
<b>Buildings with high process loads:</b>	<b>Compliance Method:</b>
ice arenas, data centres, Food and Beverage Commercial	(9.7.11.5)

- .2 The LEED Gold Compliance Method is applicable to Buildings that meet the following criteria:

- a. New construction, Gross Floor Area greater than 1,000m<sup>2</sup>;
- b. Existing Building extension greater than 30% existing Gross Floor Area and cumulative area is > 1,000m<sup>2</sup>.

The LEED Gold Compliance Method requires that the project meets the applicable Canada Green Building Council (CaGBC) LEED 2009 Gold Standard for New Construction (NC) or Core and Shell (CS) as amended, replaced or updated from time to time. The choice of LEED credits, energy performance, water use reduction and ventilation rates are at the discretion of the applicant. If the LEED Gold Compliance Method is achieved, the mandatory performance standards in alternative A and B do not apply.

- .3 Alternative A is applicable for Buildings that meet the following criteria:

- a. New construction, Gross Floor Area greater than 1,000m<sup>2</sup>; or

- b. Existing Building extensions greater than 30% existing Gross Floor Area and cumulative area is  $> 1,000\text{m}^2$ .

The required performance standards are as follows:

- .1 Provide an energy model demonstrating a percentage cost improvement in building energy use over the MNECB (Model National Energy Code for Buildings 1997) or ASHRAE ((American Society of Heating, Refrigerating and Air Conditioning Engineers) baseline. Minimum performance improvements are:

	MNECB 1997	ASHRAE 90.1 2007
New Buildings	49%	40%
Core & Shell Buildings	45%	36%
Existing Building Extensions	45%	36%

Calculations shall follow the methodology and guidelines required under LEED NC or CS 2009 and the current LEED Canada Energy Modelling Rules. For mixed use projects that include both residential and commercial uses, where the commercial use is a Core and Shell, the entire building, including the Core and Shell component, must comply with the New Buildings performance standard.

- .2 The development is to achieve a minimum of 50% less potable water use than the water use baseline as defined in LEED NC or CS 2009 Water Efficiency WEc1: Water Use Reduction.
- .3 Landscaping & irrigation systems shall be designed to minimise the use of potable water. Designs shall integrate the use of drought tolerant plants, drip irrigation and demand based control systems. The use of captured rain water is encouraged to further reduce potable water demand.
- .4 Office Commercial space must provide a 20% improvement on fresh air ventilation supply under ASHRAE 62.1 2007: Ventilation for Acceptable Indoor Air Quality, as amended, replaced or updated from time to time.
- .5 The additional energy associated with providing higher fresh air volumes shall be ameliorated through the design of the Building mechanical systems, which may include but are not limited to energy/heat recovery ventilators (ERV/HRV) regenerating units with a minimum efficiency of 80%.

- .6 Full documentation of designs, calculation and analysis shall be supplied to support this application. Approved compliance with Alternative A shall require the applicant to submit documentation; stamped and sealed by the Registered Professional of Record.
- .4 Alternative B is applicable for Buildings that meet the following criteria:
- a. New Construction, Gross Floor Area less than 1,000m<sup>2</sup>; or
  - b. Existing Building extension less than 30% existing Gross Floor Area, but greater than 5% of the building or 100m<sup>2</sup> in area.

The required performance standards are as follows:

- .1 Provide an energy model demonstrating a percentage cost improvement in building energy use over the MNECB (Model National Energy Code for Buildings 1997) or ASHRAE ((American Society of Heating, Refrigerating and Air Conditioning Engineers) baseline. Minimum performance improvements are:

	MNECB 1997	ASHRAE 90.1 2007
New Buildings	40%	30%
Core & Shell Buildings	37%	26%
Existing Building Extension	37%	26%

Calculations shall follow the methodology and guidelines required under LEED NC or CS 2009 and the current LEED Canada Energy Modelling Rules. For mixed use projects that include both residential and commercial uses, where the commercial use is a Core and Shell, the entire building, including the Core and Shell component, must comply with the New Buildings performance standard.

- .2 The development is to achieve a minimum of 30% less potable water use than the water use baseline as defined in LEED NC or CS 2009 Water Efficiency WEc1: Water Use Reduction.
- .3 Landscaping & irrigation systems shall be designed to minimise the use of potable water. Designs shall integrate the use of drought tolerant plants, drip irrigation and demand based control systems. The use of captured rain water is encouraged to further reduce potable water demand.

- .4 Office Commercial space must provide a 20% improvement on fresh air ventilation supply under ASHRAE 62.1 2007: Ventilation for Acceptable Indoor Air Quality as amended, replaced or updated from time to time.
  - .5 The additional energy associated with providing higher fresh air volumes shall be ameliorated through the design of the Building mechanical systems, which may include but are not limited to Energy/heat recovery ventilators (ERV/HRV) regenerating units with a minimum efficiency of 80%.
  - .6 Full documentation of designs, calculation and analysis shall be supplied to support this application. Approved compliance with Alternative B shall require the applicant to submit documentation; stamped and sealed by the Registered Professional of Record.
- .5 Buildings with high process loads such as ice arenas, data centres, Food and Beverage Commercial use, often result in the process load dominating the Building energy use, and therefore significant energy reductions overall can be difficult.
- In such circumstances, the Building will be modeled with the process loads removed from the analysis, in order to test compliance with the criteria described for regular Buildings described in Table 9.7-1.
- Furthermore, the equipment/machinery associated with the process load, will be required to demonstrate “Best Available Technique” (BAT) that meets energy efficient operation.
- .6 The following types of Developments are exempt from meeting the green building standards set out in this section: New Residential Building with less than 1,000m<sup>2</sup> Gross Floor Area.
  - .7 Where an extension to a building is undertaken, the green building standards set out in this section only apply to the extension, not the entire building.
  - .8 An existing building shall not be deemed to be non-conforming only because it does not meet the green building standards in this section.

**13. Delete section 9.7.12.3.1 and replace as follows:**

- .1 The District Energy System will be designed to provide thermal energy to the Downtown Major Redevelopment Zone and the Franklin Avenue Re-urbanization Zone. Device standards are provided in the Municipal Engineering Service Standards.

**14. Delete section 9.7.12.3.2**

Delete: “.2 All Buildings shall utilize the district heating system to create at least 25% of their chilled water requirements for air conditioning through absorption or adsorption chillers.

**15. Delete section 9.7.13 Mobile Food Vending Carts and replace as follows:**

9.7.13 Mobile Food Vending Units

- .1 Mobile Food Vending Units are a Permitted Use in the Downtown Major Redevelopment Zone the Franklin Avenue Re-urbanization Zone, and the Recreation Zone.
- .2 Mobile Food Vending Units are a temporary, mobile use, and are not to be stationed in a specific location as a permanent use.

**16. Insert a new section 9.7.14 Design of Through Block Connections:**

9.7.14 Design of Through Block Connections

- .1 Within the Downtown Major Redevelopment Zone and the Franklin Avenue Re-urbanization Zone, the Development Authority may require, as a condition of issuance of a Development Permit, that the applicant enter into an agreement with the Municipality to include public amenities such a landscaping, specific paving, lighting, seating, and other features that will enhance the use of the walkway, within the design of a Through Block Connection, where the Development Site is greater than 0.3 hectares, and the Building exceeds 2.0 FAR.

**17. Insert a new section 9.7.15 Exemptions from Building and Landscape Frontage Types as follows:**

9.7.15 Exemptions from Building and Landscape Frontage Types

- .1 The following Developments and Uses are exempt from the requirement to provide specific Building or Landscape Frontage Types: Park Use; and public plazas and squares.

**18. Insert a new section 9.7.16 Ground Floor Height Measurement as follows:**

9.7.16 Ground Floor Height Measurement

- .1 If a minimum Ground Floor Height is required, with a specific minimum floor to ceiling measurement, the ceiling shall be considered as the bottom of joists, rafters or supporting structure of the roof or floor structural system above; the floor shall be considered as the highest point of any flooring system. The ceiling does not include any non-structural ceiling surface materials such as suspended acoustical tile. Projections such as pendant lighting, exposed mechanical ducting, exposed electrical or communication raceways, or the bottom chord of structural trusses may extend below the ceiling and shall not be included in the floor to ceiling measurement.

**19. Delete section 9.9.2.13 and replace as follows:**

- .13 Minimum Building or Podium Height regulates the minimum Height of Buildings or Podium Structures.

**20. Delete section 9.9.2.14 and replace as follows:**

- .14 Maximum Podium Height regulates the maximum Height of Podium Structures. Maximum Podium Height does not apply to Spectator Sports Facilities.

**21. Delete section 9.9.2.18 and replace as follows:**

- .18 Minimum Amount of Mid-Block Public Open Space regulates the minimum amount of mid-block public open space required as part of the through block connection. The Mid Block Public Open space is shown as 'd' and 'e' on figure 9.10.3-1. The amount of Mid-block open space provided is calculated by adding area 'd' plus the optional area 'e'. The sum of 'd' plus 'e' shall not be less than the Minimum amount of Mid-block Open Space required.

**22. Insert a new section 9.9.2.19 as follows:**

- .19 Required Location of Mid-block Public Open Space regulates the location of the Mid Block Public Open Space including the distance from the street, shown as 'f', and the

maximum percentage that may be located adjacent to the street in location 'e', in figure 9.10.3-1"

Renumber to end of section 9.9.2

**23. Delete section 9.10.1.6:**

Delete ".6      Building Height

- .1      The Building Height is a minimum 2 Storeys, unless otherwise noted in Table of Specific Development Standards. Maximum Podium Height is 20m or 6 Storeys. Maximum Tower Height is governed by City Centre Height Map – Appendix 3."

**24. Delete Section 9.10.1.7.2 and replace as follows:**

- .2      Surface parking lots not directly serving a primary commercial, institutional, residential or other primary use on the site are not allowed within the CBD1 District.

**25. Add the following to the end of section 9.10.1.7:**

- .3      A Low Wall and Trellis Landscape Frontage or an Urban Fence or Wall Landscape Frontage shall be provided along the boundary of surface parking lots or accessory surface parking lots adjacent to streets upon redevelopment of an existing development.

**26. Delete section 9.10.1.8 and replace as follows:**

.8      Amenity Spaces

- .1      A minimum Amenity Space of 3% of Gross Floor Area of Residential Uses, shall be required for Buildings over 2,000m<sup>2</sup> to the satisfaction of the Development Authority, but in no case shall the Amenity Space be less than an average of 3m<sup>2</sup> of Private Outdoor Amenity Space per Dwelling Unit (Total Private Outdoor Amenity Space for all Dwelling Units divided by the number of Dwelling Units shall be a minimum of 3m<sup>2</sup>).
- .2      Amenity Spaces for Residential Uses may include but are not limited to meeting rooms, fitness facilities, outdoor space, Balconies, and the mid-block Public

Open Spaces adjacent to Through Block Connections, and shall be exempt from Floor Area Ratio calculations.

**27. Revise Table 9.10-1 as follows:**

In the row entitled “Vehicle Entrances Permitted” delete the words, “No Driveways Permitted” and replace with “Driveways are Discretionary” under the columns Morrison Street, Hardin Street North, and Hardin Street South.

In the row entitled “Rear Yard Setback”, delete the text: “Min 1.5m if adjoining rear lane. 0m for attached Buildings.” And replace with “Min. 0m” in all Columns.

Revise the title of the row “Minimum Podium Height” to “Minimum Building or Podium Height”.

Delete the row entitled Mid-block Public Open Space and replace with the two rows set out below for all columns:

Minimum amount of Mid-Block Public Open Space Required	600m <sup>2</sup>
Required location of Mid-block Public Open Space	located adjacent to through block connection, a minimum of 25 m from street, however up to 20% of the midblock public open space may be located adjacent to the street.

In the row entitled “Building and Landscape Frontage Types Permitted” Add “Urban Fence or Wall” to all columns in the table.

**28. Delete section 9.10.4.2.4 and replace as follows:**

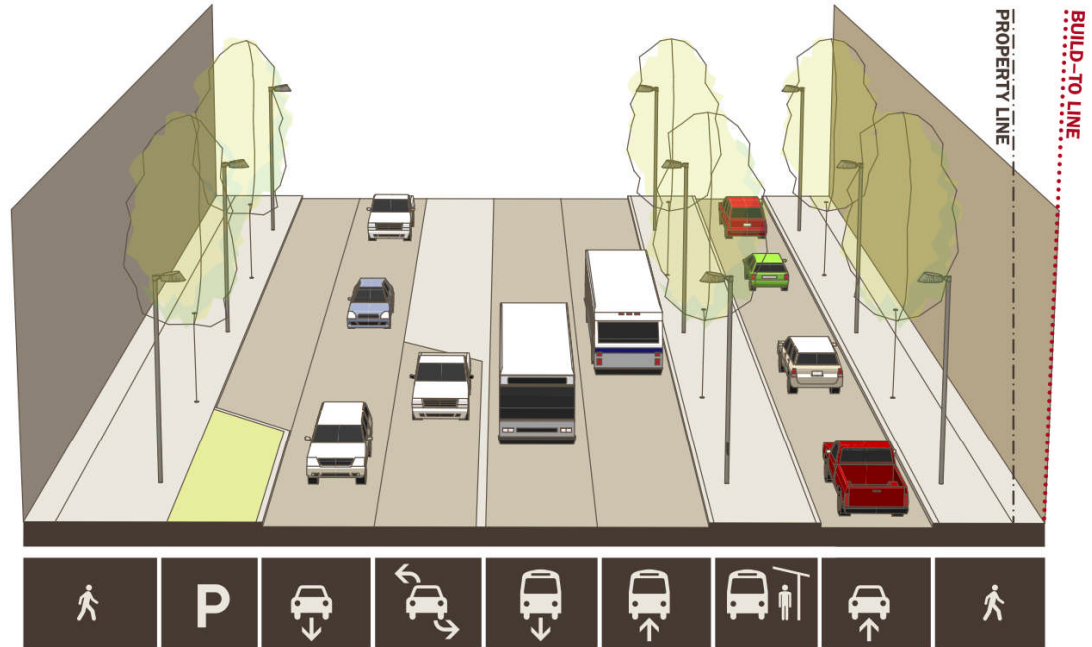
- .4 In addition to the mapped Streets (existing and future) illustrated in the Districts and Corridors Map, the Development Authority may require, for any development within a block face longer than 140m block length, the applicant enter into an agreement with the Municipality to provide an additional connection through the block, as illustrated in figure 9.10.3-1. This additional connection may be any one of the permitted Through Block Connections in accordance with this section, and should be located no closer than 15m to an adjacent Street intersection. These new connections should align with other existing Streets or planned new Streets to facilitate the development and continuity of the pedestrian network.

**29. Delete section 9.10.4.2.6 and replace as follows:**

- .6      The minimum setback from the Front Lot line to the Build-To Line is 1m along Public Roads designated as Corridors, except for Hardin Street North where it is 3m. The minimum setback from the Front Lot line to the Build-To Line is 0 m along Public Roads that are not designated as Corridors. The maximum setback from the Front Lot line to the Build-To Line is 3m along Public Roads, except for Hardin Street North where it is 5m.

30. Delete Figure 9.10.4-1 Franklin Avenue West (looking East) and replace with the following figure:

Figure 9.10.4-1 Franklin Avenue West (looking east)



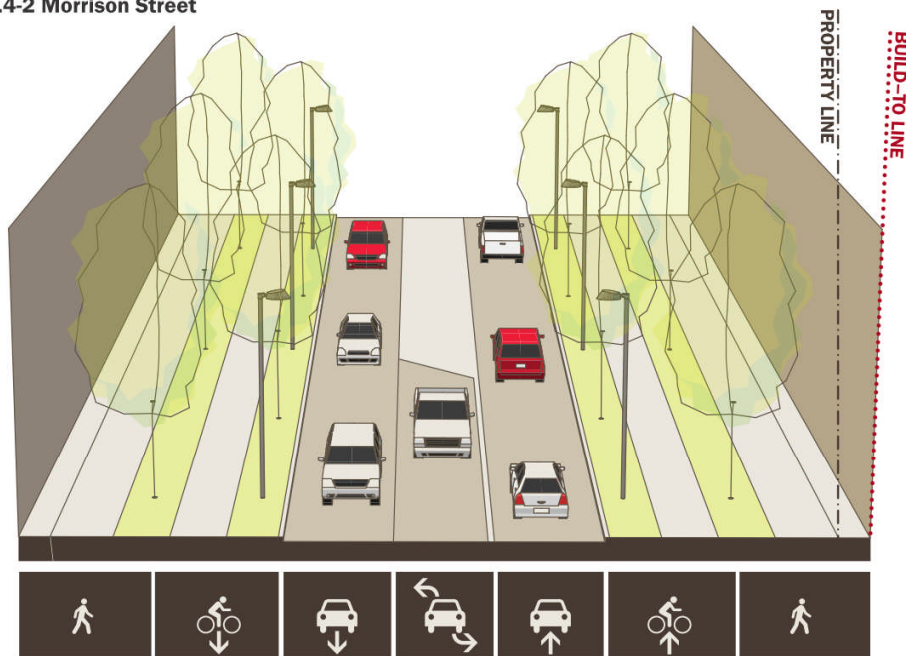
Thoroughfare Type	Boulevard
Character	Mixed-Use
Role in Network	Transit Spine
Right-of-Way Width	30m
Sidewalk Easement	1m – each side of street
Total Width	32m – Build-To Line to Build-To Line
Curb-to-Curb Width	21m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2
Travel Lane Width	3.5m
Turning Lanes	1 left turn lane
Turning Lane Width	3.5m
Parking Lanes	3m between curb flares (north side only)
Curb Radius	tbd
Transit Facilities	BRT two lanes
Bike Facilities	none
Sidewalks	3.5m, south   4.5m, north (incl. easement)/ 3.5m
Planted Boulevard	3m, where occurs

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.

31. Delete Figure 9.10.4-2 Morrison Street and replace with the following figure:

Figure 9.10.4-2 Morrison Street



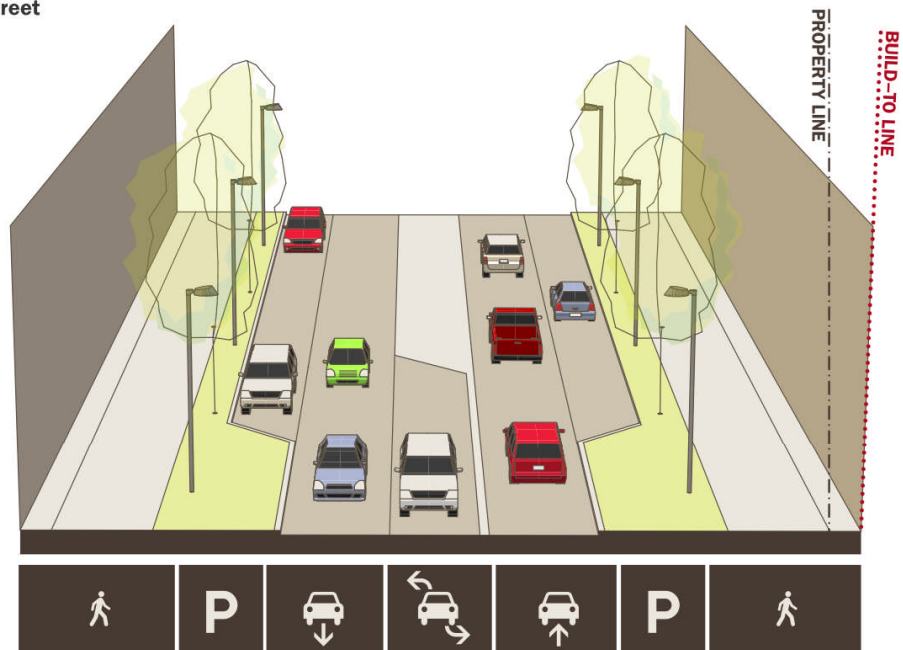
Thoroughfare Type	Street
Character	Civic Corridor
Role in Network	Connects to MacDonald Island Recreation Zone
Right-of-Way Width	25m
Sidewalk Easement	1m – each side of street
Total Width	27m – Build-To Line to Build-To Line
Curb-to-Curb Width	10.2m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2
Travel Lane Width	3.5m
Turning Lanes	1 left turn lane
Turning Lane Width	3.2m
Parking Lanes	none
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	1.8m cycle track – each side of street
Planting Strip	1.8m between cycle track and sidewalk
Sidewalks	3m – each side of street (incl. easement)
Planted Boulevard	1.8m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard and Planting Strip may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.

32. Delete Figure 9.10.4-3 Main Street and replace with the following figure:

Figure 9.10.4-3 Main Street



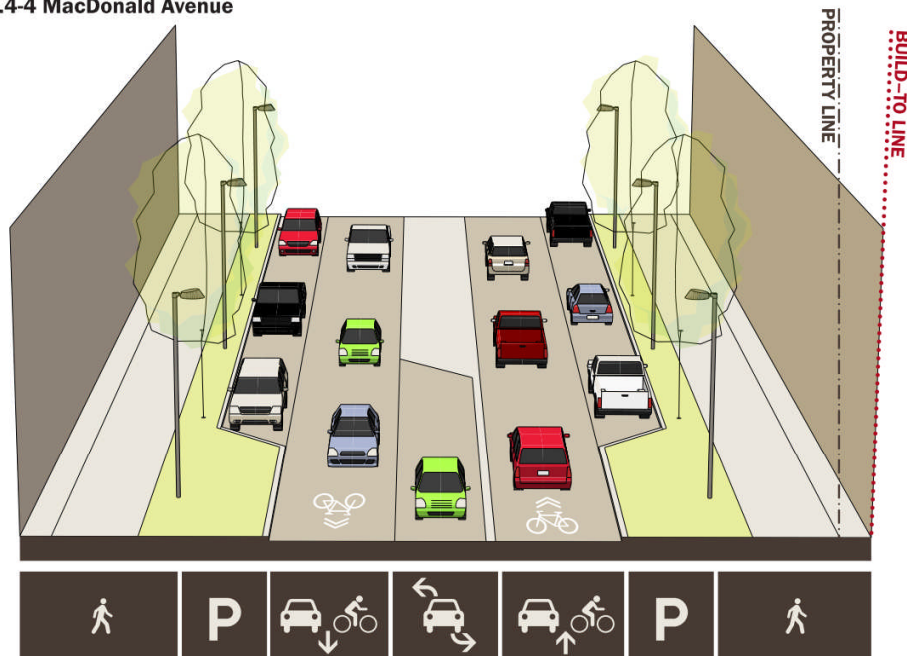
Thoroughfare Type	Street
Character	Small scale retail/ restaurant
Role in Network	Pedestrian Corridor
Right-of-Way Width	25m
Sidewalk Easement	1m – each side of street
Total Width	27m – Build-To Line to Build-To Line
Curb-to-Curb Width	15.2m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2
Travel Lane Width	3.5m
Turning Lanes	1 left turn lane
Turning Lane Width	3.2m
Parking Lanes	2.5m between curb flares
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	Shared street
Sidewalks	4.25m – each side of street (incl. easement)
Planted Boulevard	1.65m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.

33. Delete Figure 9.10.4-4 MacDonald Avenue and replace with the following figure:

Figure 9.10.4-4 MacDonald Avenue



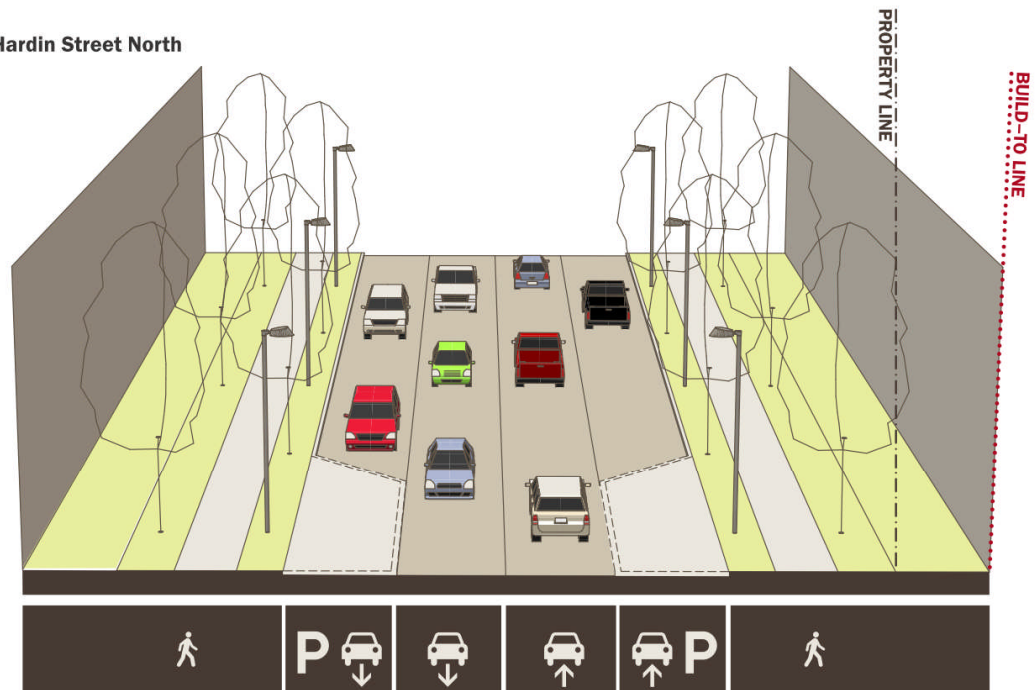
Thoroughfare Type	Street
Character	Entertainment Corridor
Role in Network	
Right-of-Way Width	24m
Sidewalk Easement	1m – each side of street
Total Width	27m – Build-To Line to Build-To Line
Curb-to-curb Width	16.2m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2 lanes
Travel Lane Width	4m with sharrow
Turning Lanes	1 left turn lane
Turning Lane Width	3.2m
Parking Lanes	2.5m between curb flares
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	4m shared lane
Sidewalks	3.75m – each side of street (incl. easement)
Planted Boulevard	1.65m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard and Planting Strip may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.

34. Delete Figure 9.10.4-5 Hardin Street North and replace with the following figure:

Figure 9.10.4-5 Hardin Street North



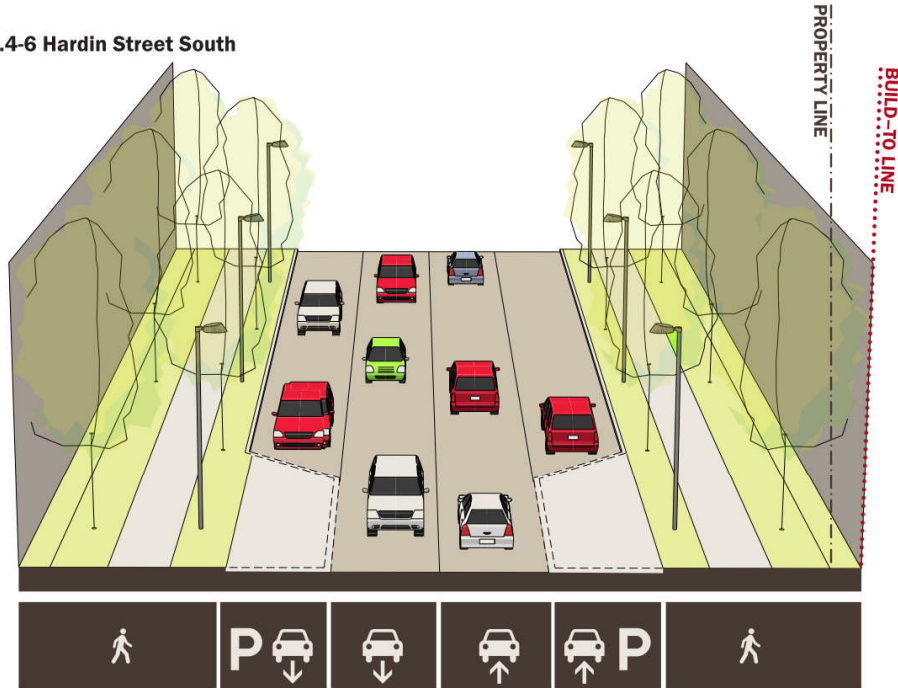
Thoroughfare TType	Grand Avenue
Character	Primarily Residential
Role in Network	
Right-of-Way Width	25m
Sidewalk Easement	3m – each side of street
Total Width	31m – Build-To Line to Build-To Line
Curb-to-Curb Width	14m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2/ 4 lanes
Travel Lane Width	3.5 m
Turning Lanes	n/a
Turning Lane Width	n/a
Parking Lanes	3.5m parking lane option
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	n/a
Planting Strip	4.85m – each side of street (incl. easement)
Sidewalks	2.0m – each side of street
Planted Boulevard	1.65 m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.
- Planting Strip may be interrupted with paved surfaces to provide pedestrian access from sidewalk to buildings.

35. Delete Figure 9.10.4-6 Hardin Street South and replace with the following figure:

Figure 9.10.4-6 Hardin Street South



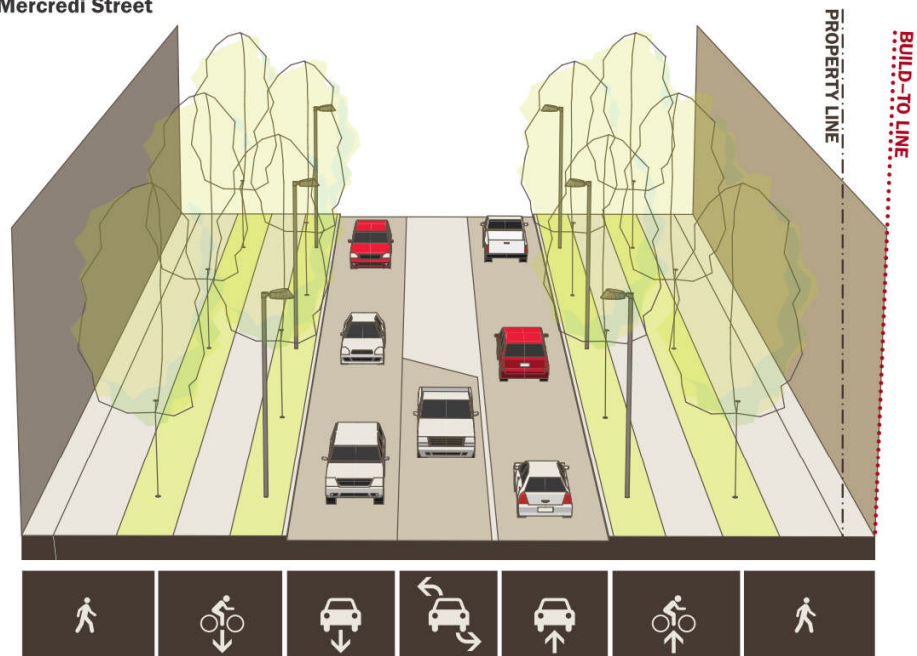
Thoroughfare Type	Grand Avenue
Character	Primarily Residential
Role in Network	
Right-of-Way Width	25m
Sidewalk Easement	1m – each side of street
Total Width	27m – Build-To Line to Build-To Line
Curb-to-Curb Width	14m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2/ 4
Travel Lane Width	3.5 m
Turning Lanes	n/a
Turning Lane Width	n/a
Parking Lanes	3.5m parking lane option
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	n/a
Planting Strips	1.65m – each side of street (incl. easement)
Sidewalks	3.2m –each side of street
Planted Boulevard	1.85m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.
- Planting Strip may be interrupted with paved surfaces to provide pedestrian access from sidewalk to buildings.

36. Delete Figure 9.10.4-7 Father Mercredi Street and replace with the following figure:

Figure 9.10.4-7 Father Mercredi Street



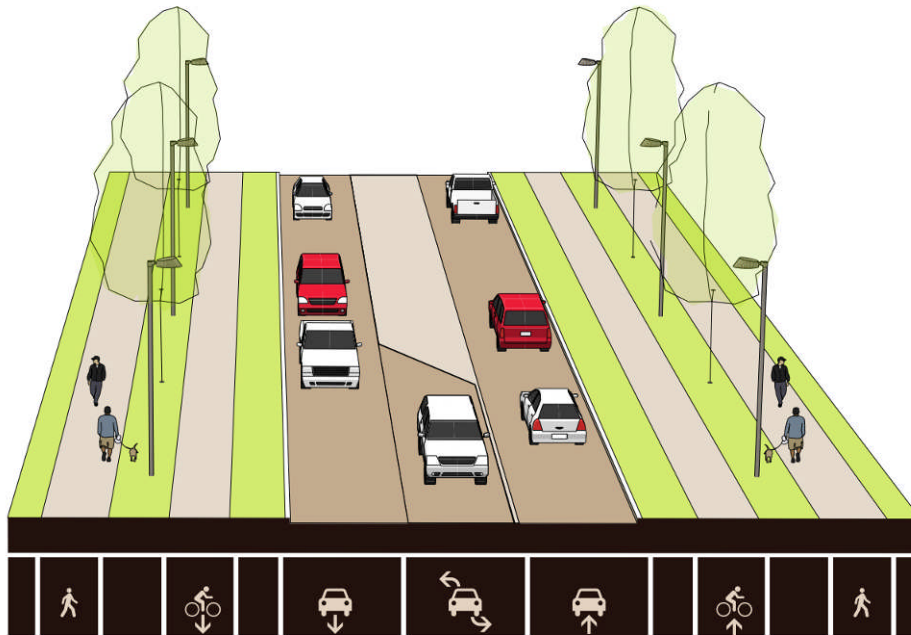
Thoroughfare Type	Street
Character	Mixed-Use
Role in Network	Connects to Snye Park
Right-of-Way Width	25m
Sidewalk Easement	tbd
Total Width	tbd
Curb-to-Curb Width	10.2m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2
Travel Lane Width	3.5m
Turning Lanes	1 left turn lane
Turning Lane Width	3.2m
Parking Lanes	none
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	1.8m cycle track – each side of street
Planting Strips	1.8m – each side of street
Sidewalks	3.0m – each side of street (incl. easement)
Planted Boulevard	1.8m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard and Planting Strip may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.

37. Delete Figure 9.10.4-8 Prairie Loop Boulevard West and replace with the following Figure:

Figure 9.10.4-8 Prairie Loop Boulevard West



Thoroughfare type	Boulevard
Character	Mixed-Use
Role in Network	Perimeter Multimodal Access
Right-of-Way Width	varies
Sidewalk easement	varies
Total width	varies
Curb-to-curb width	varies
Traffic flow	Two-Way
Target speed	60kph
Through Travel Lanes	2
Travel Lane Width	3.5 m
Turning Lanes	1 left turn lane
Turning Lane Width	3.2 (3.7 with median)
Parking Lanes	na
Curb Radius	tbd
Transit facilities	na
Bike Facilities	1.8m cycle track
Sidewalks	vary in width
Planting Strips	vary

**Notes:**

- Street cross sections are representational in nature.
- While the cross section for Prairie Loop Boulevard varies along its length, this cross section is typical of the segment between Morrison Street and Main Street.

**38. Delete section 9.10.5.1.2.1 and replace as follows:**

- .1 The Podium Building Frontage, as set out in Figure 9.10.5.1, is a façade at the base of a Tower, or a façade as part of a Podium Building without a Tower. The Tower is stepped back a minimum of 3m from the Street facing façade of the Podium as illustrated in figure 9.10.3-2. The Podium has a minimum Height of 2 Storeys or 6m along corridors, and a maximum Height of 6 Storeys or 20m.

**39. Delete section 9.10.5.1.3.1 and replace as follows:**

- .1 The Podium Building Frontage, as set out in Figure 9.10.5.2, is a façade at the base of a Tower, or a façade as part of a Podium Building without a Tower. The Tower is stepped back a minimum of 3m from the Street facing façade of the Podium as illustrated in figure 9.10.3-2. The Podium has a minimum Height of 2 Storeys or 6m along corridors, and a maximum Height of 6 Storeys or 20m.

**40. Delete section 9.10.5.1.4.1 and replace as follows:**

- .1 The Podium Building Frontage, as set out in Figure 9.10.5.3, is a façade at the base of a Tower, or a façade as part of a Podium Building without a Tower. The Tower is stepped back a minimum of 3m from the Street facing façade of the Podium as illustrated in figure 9.10.3-2. The Podium has a minimum Height of 2 Storeys or 6m along corridors, and a maximum Height of 6 Storeys or 20m.

**41. Add section 9.10.5.1.7 as follows:**

- .7 Urban Wall or Fence
  - .1 As set out in Figure 9.10.5-6, Street-Facing Lot lines not occupied by Buildings, driveways, or pedestrian paths must be screened with an open framework low wall or fence of either metal, wood, masonry, or a combination.

**42. Delete section 9.10.5.2 and replace as follows:**

- 9.10.5.2 Medium sized Developments on existing Sites
- .1 The Building and Landscape Frontage types shall be provided as set out in this Bylaw for Development that meets the lesser of the following criteria:
    - .1 the total cumulative additions or new Buildings on the Site exceeds 30% of the Gross Floor Area of the Building that existed on the Site as of the date of adoption of this Part 9; or
    - .2 additions and/or new Buildings exceed 2,000m<sup>2</sup> in Gross Floor Area.
  - .2 For Developments greater than 100 m<sup>2</sup> and less than or equal to 1,000m<sup>2</sup> in Gross Floor Area, or where the total cumulative additions and/or new Buildings on the Site is greater than 5% and less than or equal to 15% of the Gross Floor Area of the Building that existed on the Site as of the date of adoption of this Part 9, the following requirements apply:
    - .1 As an exception to providing the Building or Landscape Frontage Type for the entire site, A Low Wall and Trellis Landscape Frontage or an Urban Fence or Wall Landscape Frontage may be provided along the boundary of surface parking lots or accessory surface parking lots adjacent to streets or adjacent to a through block connection.
  - .3 For Developments between 1,000m<sup>2</sup> and 2000 m<sup>2</sup> in Gross Floor Area, or where the total cumulative additions and/or new Buildings on the Site is between 15% and 30% of the Gross Floor Area of the Building that existed on the Site as of the date of adoption of this Part 9, the following requirements apply:
    - .1 As an exception to providing the Building Frontage Type on the entire Site, the Building Frontage Type is only required on the front of the addition and /or new Building; and
    - .2 As an exception to providing the Landscape Frontage Type for the entire Site, the Landscape Frontage Type is only required along the length of the Site along the entire Street frontage faced by the addition and/or new Building; or
    - .3 If the Site is adjacent to a Corridor, as an exception to providing the Landscape Frontage Type for the entire Site, the Landscape Frontage Type is only required along the length of the Site along the Corridor.

**43. In sections 9.10.5.3 to section 9.10.5.6 replace:**

‘Minimum Building Height’ with ‘Minimum Building Height along Corridors’

**44. Delete section 9.10.5.3.5 and replace as follows:**

- .5 Weather Protection: Awnings or canopies must be provided for a minimum of 80% of the overall Building frontage and must comply with the following:
  - a. Awnings or canopies must project a minimum of 1.5m and a maximum of 2.5m over the sidewalk along a Corridor.
  - b. Awnings or canopies must project a minimum of 1.0m and a maximum of 2.5m over the sidewalk not located along a Corridor.
  - c. Awnings or canopies must provide a minimum of 2.5m and a maximum of 4m of vertical clearance over the sidewalk.

**45. Delete section 9.10.5.4.6 and replace as follows:**

- .6 Weather Protection: Awnings or canopies must be provided for a minimum of 80% of the overall Building frontage and must comply with the following:
  - a. Awnings or canopies must project a minimum of 1.5m and a maximum of 2.5m over the sidewalk or Courtyard along a Corridor.
  - b. Awnings or canopies must project a minimum of 1.0m and a maximum of 2.5m over the sidewalk or Courtyard not located along a Corridor.
  - c. Awnings or canopies must provide a minimum of 2.5m and a maximum of 4m of vertical clearance over the sidewalk.

**46. Delete section 9.10.5.6.6 and replace as follows:**

- .5 Weather Protection: Awnings or canopies must be provided for a minimum of 80% of the overall Building frontage and must comply with the following:
  - a. Awnings or canopies must project a minimum of 1.5m and a maximum of 2.5m over the sidewalk along a Corridor.
  - b. Awnings or canopies must project a minimum of 1.0m and a maximum of 2.5m over the sidewalk not located along a Corridor.

- c. Awnings or canopies must provide a minimum of 2.5m and a maximum of 4m of vertical clearance over the sidewalk.

**47. Delete section 9.10.5.4.2 and replace as follows:**

- .2 Courtyard Length: The Courtyard portion of a Forecourt shall span a minimum of 6m along the Primary Street Frontage façade and shall comprise no more than 50% of the Primary Street Building Frontage.

**48. Delete section 9.10.5.5.2.d and replace as follows:**

- d. The Threshold shall cover an area of no more than 15m<sup>2</sup> per Building entry.

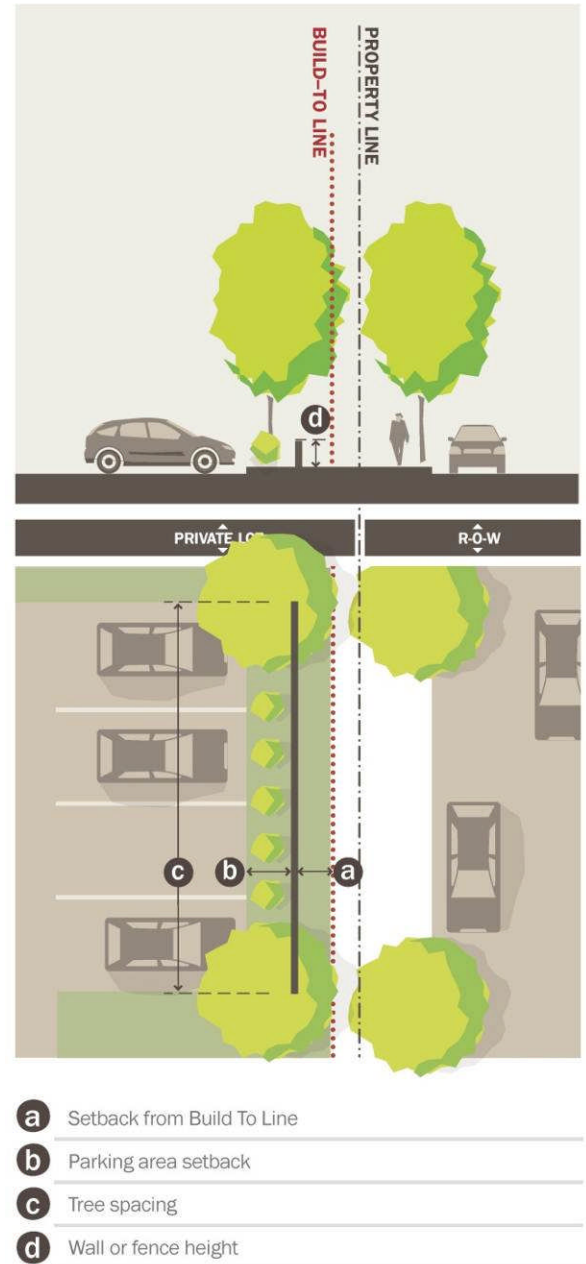
49. Add section 9.10.5.8 as follows:

9.10.5.8 Urban Fence or Wall Landscape Frontage

Urban Fence or Wall Landscape Frontage shall conform to Figure 9.10.5-6 and the following standards:

- .1 Along all public or private Street-facing frontage, surface parking areas shall be screened with a wall and/or fence along the Build-To Line. Walls shall be wood masonry, and/or concrete; fences shall be made of wrought iron, steel, or a similar material (but not chain-link) and must be dark in color. The fence shall be at least 0.6m high and no more than 0.9m high. Fences may be no more than 50% sight obscuring. The wall shall be at least 0.6m high and no more than 0.9m high.
- .2 The Urban Fence or Wall shall be set back a maximum of 1.5m from the sidewalk. The area between the Urban Fence or Wall shall be hardscaped with either masonry pavers or stamped concrete.
- .3 The surface parking area shall be set back, at a minimum, an additional 1.5m to provide room for required landscaping and stormwater infiltration and/or retention.
- .4 In addition to the required fence or wall, trees and shrubs shall be provided. One large tree is required every 9 linear metres minimum along all public or private Street-facing frontages, except where it is necessary to ensure adequate traffic visibility. The minimum shrub height shall be the same as the height of the wall or fence, and the maximum height shall be no more than 1.8m.
- .5 Openings in the Urban Fence or Wall are allowed for pedestrian pathways, sidewalks, plazas, and driveways.
- .6 Ground cover plants must fully cover any remaining landscaped area between the parking area and the Urban Fence or Wall.

Figure 9.10.5-6 Urban Fence or Wall Landscape Frontage



**50. Delete section 9.11.1.7 and replace as follows:**

- .7      Amenity Spaces
- .1      A minimum Amenity Space of 3% of Gross Floor Area of Residential Uses, shall be required for Buildings over 2,000m<sup>2</sup> to the satisfaction of the Development Authority, but in no case shall the Amenity Space be less than an average of 3m<sup>2</sup> of Private Outdoor Amenity Space per Dwelling Unit. Some units may have less than 3m<sup>2</sup> of Private Outdoor Amenity Space, but the amount of Private Outdoor Amenity Space divided by the number of units shall be a minimum of 3m<sup>2</sup>.
- .2      Amenity Spaces for Residential Uses may include but are not limited to meeting rooms, fitness facilities, outdoor space, Balconies, and the mid-block Public Open Spaces adjacent to Through Block Connections, and shall be exempt from Floor Area Ratio calculations.

**51. Revise Table 9.11-1 as follows:**

In the Row entitled “Side Yard Setback” delete the text : “Min. 1.2m side yard adjoining another Lot Min 0m allowed for attached Buildings” and replace with “Min 0m” in all columns.

“In the row entitled “Rear Yard Setback”, delete the text: “Min 1.5m if adjoining rear lane. 0m for attached Buildings.” And replace with “Min. 0m” in all Columns.

Revise the title of the row “Minimum Height” to “Minimum Building Height”.

**52. Delete section 9.11.4.2.4 and replace with:**

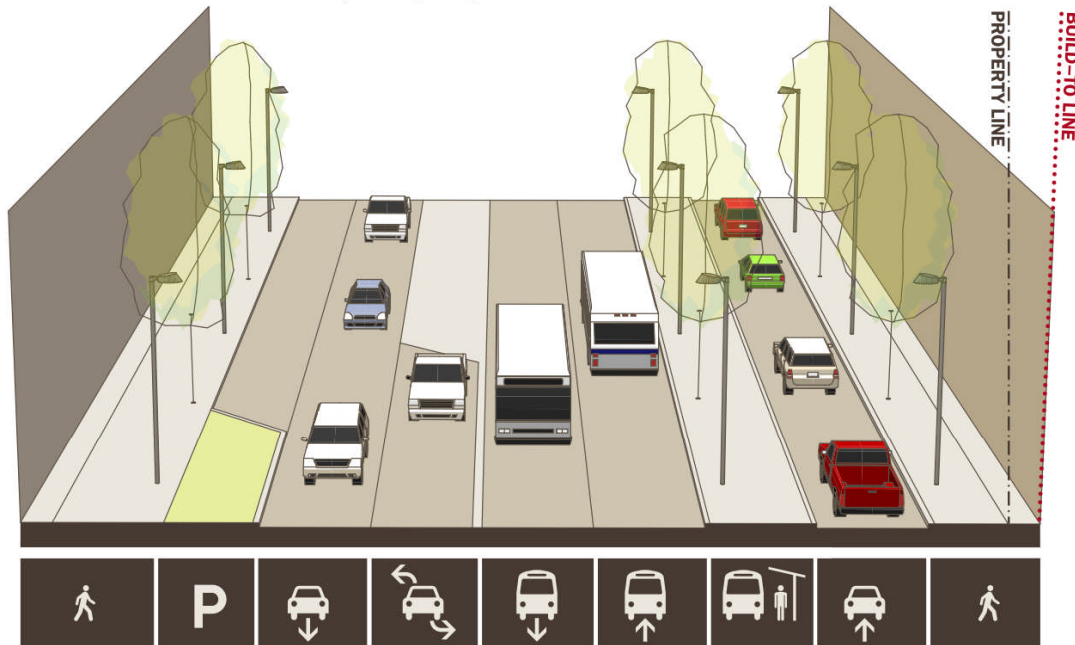
- .4      In addition to the mapped Streets (existing and future) illustrated in the Districts and Corridors Map, the Development Authority may require, for any development within a block face longer than 140m block length, the applicant enter into an agreement with the Municipality to provide an additional connection through the block, as illustrated in figure 9.11.3-1. This additional connection may be any one of the permitted Through Block Connections in accordance with this section, and should be located no closer than 15m to an adjacent Street intersection. These new connections should align with other existing Streets or planned new Streets to facilitate the development and continuity of the pedestrian network.

**53. Delete section 9.11.4.2.6 and replace as follows:**

- .6 The minimum setback from the Front Lot line to the Build-To Line is 1m along Public Roads designated as Corridors, except Prairie Loop Boulevard. The minimum setback from the Front Lot line to the Build-To Line is 0m along Prairie Loop Boulevard and Public Roads that are not designated as Corridors. The maximum setback from the Front Lot line to the Build-To Line is 3m along Public Roads.

54. Delete Figure 9.11.4-1 Franklin Avenue East (looking east) and replace with the following Figure:

Figure 9.11.4-1 Franklin Avenue East (looking east)



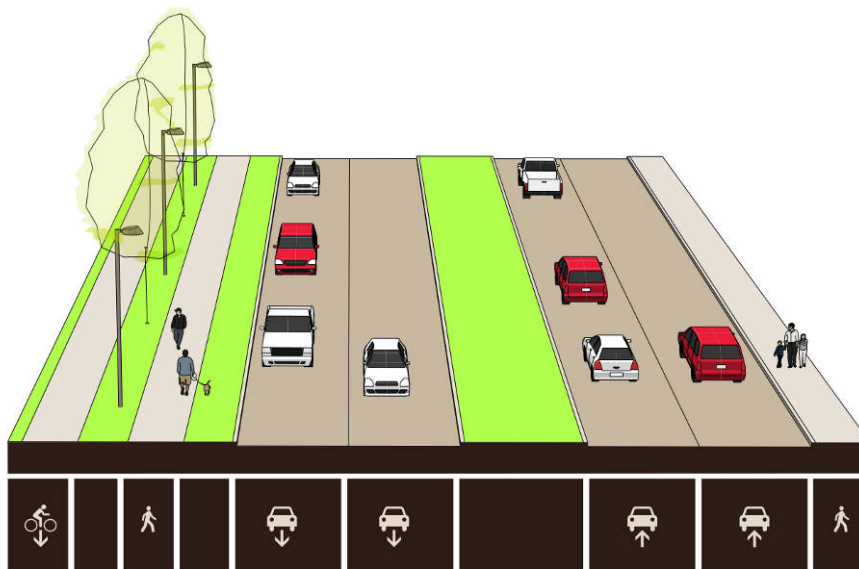
Thoroughfare Type	Boulevard
Character	Mixed-Use
Role in Network	Transit Spine
Right-of-Way Width	30m
Sidewalk Easement	1m – each side of street
Total Width	32m – Build-To Line to Build-To Line
Curb-to-Curb Width	21m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2
Travel Lane Width	3.5m
Turning Lanes	1 left turn lane
Turning Lane Width	3.5m
Parking Lanes	3m between curb flares (north side only)
Curb Radius	tbd
Transit Facilities	BRT two lanes
Bike Facilities	none
Sidewalks	3.5m, south   4.5m, north (incl. easement)/ 3.5m
Planted Boulevard	3m, where occurs

**Notes:**

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.

55. Delete Figure 9.11.4-2 Prairie Loop Boulevard East and replace with the following Figure:

Figure 9.11.4-2 Prairie Loop Boulevard East



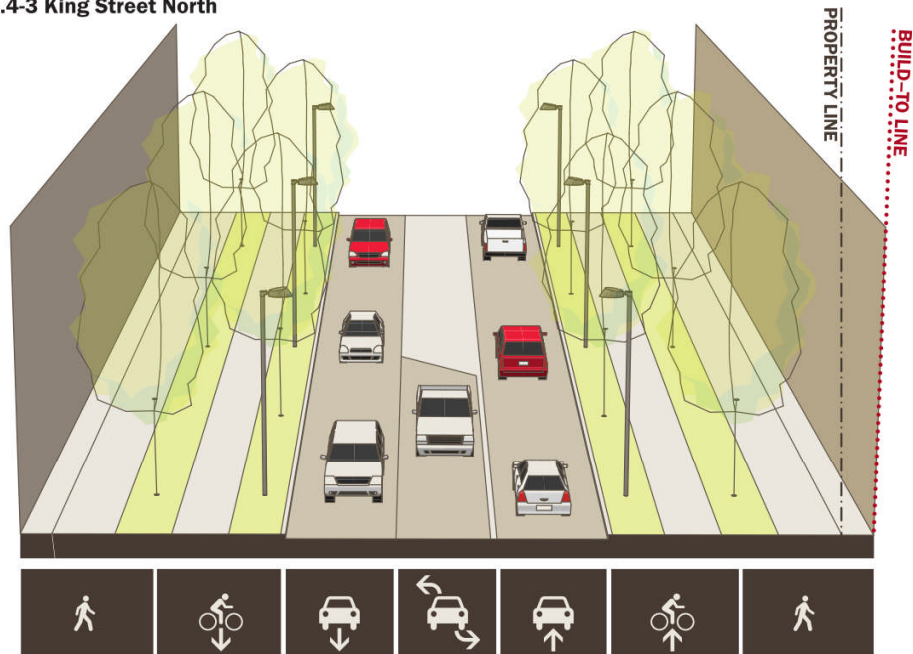
Thoroughfare type	Boulevard
Character	Primarily Commercial
Role in Network	Perimeter Multimodal Access
Right-of-Way Width	varies
Sidewalk easement	varies
Total width	varies
Curb-to-curb width	varies
Traffic flow	Two-Way
Target speed	60kph
Through Travel Lanes	2/ 4 lanes
Travel Lane Width	varies
Turning Lanes	1 left turn lane
Turning Lane Width	3.2 (4.55 median typical)
Parking Lanes	na
Curb Radius	tbd
Transit facilities	na
Bike Facilities	1.8m cycle track
Sidewalks	vary
Planting Strips	2 at 1.8m

**Notes:**

- Street cross sections are representational in nature.
- While the cross section for Prairie Loop Boulevard varies along its length, this cross section is typical of the majority of Prairie Loop Boulevard East.

56. Delete Figure 9.11.4-3 King Street North and replace with the following Figure:

Figure 9.11.4-3 King Street North



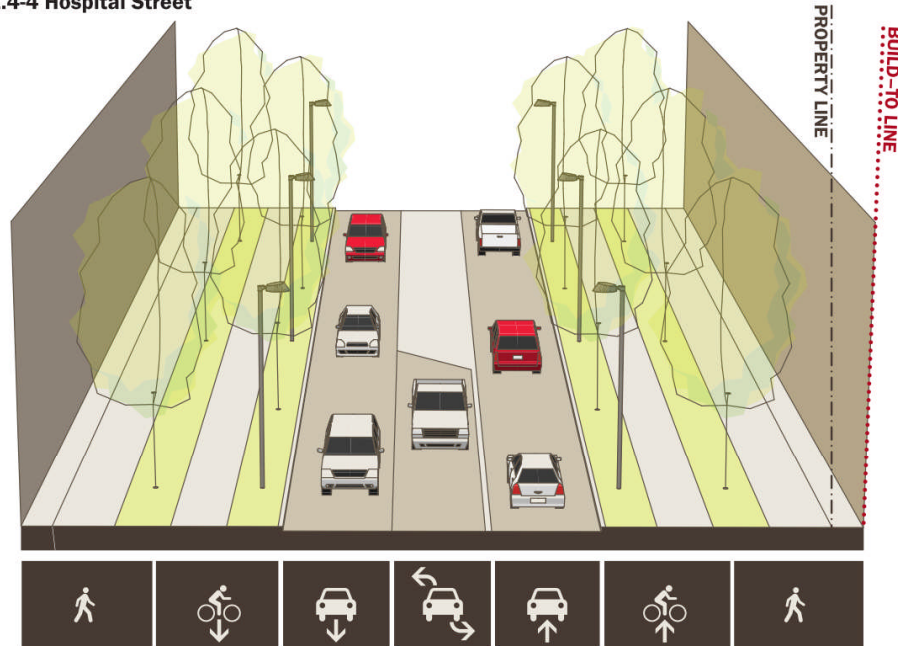
Thoroughfare Type	Street
Character	
Role in Network	
Right-of-Way Width	25m
Sidewalk Easement	1m
Total Width	27m
Curb-to-Curb Width	10.2m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2
Travel Lane Width	3.5m
Turning Lanes	1 left turn lane
Turning Lane Width	3.2m
Parking Lanes	none
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	1.8m cycle track – each side of street
Planting Strips	1.8m – each side of street
Sidewalks	3.0m – each side of street (incl. easement)
Planted Boulevard	1.8m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard and Planting Strip may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.

57. Delete Figure 9.11.4-4 Hospital Street and replace with the following Figure:

Figure 9.11.4-4 Hospital Street



Thoroughfare Type	Street
Character	
Role in Network	
Right-of-Way Width	25m
Sidewalk Easement	1m
Total Width	27m
Curb-to-Curb Width	10.2m
Traffic Flow	Two-Way
Target Speed	30kph
Through Travel Lanes	2
Travel Lane Width	3.5m
Turning Lanes	1 left turn lane
Turning Lane Width	3.2m
Parking Lanes	none
Curb Radius	tbd
Transit Facilities	n/a
Bike Facilities	1.8m cycle track – each side of street
Planting Strips	1.8m – each side of street
Sidewalks	3.0m – each side of street (incl. easement)
Planted Boulevard	1.8m – each side of street at curb

Notes:

- Within the curb-to-curb width specified, the travel lane configuration may vary at intersections.
- Street cross sections are representational in nature.
- Planted Boulevard and Planting Strip may be interrupted with paved surfaces to provide pedestrian access from parked car to sidewalk.

**58. Add the following text to Figure 9.11.4-7**

The parking street illustration is representational in nature. Landscaping may be provided on one side only, parking may be angled, perpendicular, or parallel, drive lanes may be two way, or one way. While a range of configurations are possible, the parking street should provide a pedestrian corridor, landscaping and access to parking.

And Revise the table in Figure 9.11.4-7 in to indicate that the minimum sidewalk width is 2.0m and the minimum Planting strip width is 1.7m

**59. Revise section 9.11.5.2 to read as follows:**

9.11.5.2 Medium sized Developments on existing Sites

- .1 The Building and Landscape Frontage types shall be provided as set out in this Bylaw for Development that meets the lesser of the following criteria:
  - .1 the total cumulative additions or new Buildings on the Site exceeds 30% of the Gross Floor Area of the Building that existed on the Site as of the date of adoption of this Part 9; or
  - .2 additions and/or new Buildings exceed 2,000m<sup>2</sup> in Gross Floor Area.
- .2 For Developments greater than 100 m<sup>2</sup> and less than or equal to 1,000m<sup>2</sup> in Gross Floor Area, or where the total cumulative additions and/or new Buildings on the Site is greater than 5% and less than or equal to 15% of the Gross Floor Area of the Building that existed on the Site as of the date of adoption of this Part 9, the following requirements apply:
  - .1 As an exception to providing the Landscape or Building Frontage Type on the entire Site, A Low Wall and Trellis Landscape Frontage or an Urban Fence or Wall Landscape Frontage may be provided along the boundary of surface parking lots or accessory surface parking lots adjacent to streets or adjacent to a through block connection.
- .3 For Developments between 1,000m<sup>2</sup> and 2000 m<sup>2</sup> in Gross Floor Area, or where the total cumulative additions and/or new Buildings on the Site is between 15% and 30% of the Gross Floor Area of the Building that existed on the Site as of the date of adoption of this Part 9, the following requirements apply:

- .1 As an exception to providing the Building Frontage Type on the entire Site, the Building Frontage Type is only required on the front of the addition and /or new Building; and
- .2 As an exception to providing the Landscape Frontage Type for the entire Site, the Landscape Frontage Type is only required along the length of the Site along the entire Street frontage faced by the addition and/or new Building; or
- .3 If the Site is adjacent to a Corridor, as an exception to providing the Landscape Frontage Type for the entire Site, the Landscape Frontage Type is only required along the length of the Site along the Corridor.

**60. In sections 9.11.5.3 to 9.11.5.7 make the following replacements:**

replace 'Minimum Building Height' with 'Minimum Building Height along Corridors'.

**61. Delete section 9.11.5.3.4 and replace as follows:**

- .5 Weather Protection: Awnings or canopies must be provided for a minimum of 50% of the overall Building frontage and must comply with the following:
  - a. Awnings or canopies must project a minimum of 1.5m and a maximum of 2.5m over the sidewalk along a Corridor.
  - b. Awnings or canopies must project a minimum of 1.0m and a maximum of 2.5m over the sidewalk not located along a Corridor.
  - c. Awnings or canopies must provide a minimum of 2.5m and a maximum of 4m of vertical clearance over the sidewalk.

**62. After section 9.11.5.4.5 insert the following:**

- .6 Weather Protection: Awnings or canopies must be provided for a minimum of 50% of the overall Building frontage and must comply with the following:
  - a. Awnings or canopies must project a minimum of 1.5m and a maximum of 2.5m over the sidewalk or Courtyard along a Corridor.
  - b. Awnings or canopies must project a minimum of 1.0m and a maximum of 2.5m over the sidewalk or Courtyard not located along a Corridor.

- c. Awnings or canopies must provide a minimum of 2.5m and a maximum of 4m of vertical clearance over the sidewalk.

And renumber the following subsections.

**63. Delete section 9.11.5.5.2.d and replace as follows:**

- d. The Threshold shall cover an area of no more than 15m<sup>2</sup> per Building entry.

**64. Delete section 9.11.5.6.5 and replace as follows:**

- .5 Weather Protection: Awnings or canopies must be provided for a minimum of 50% of the overall Building frontage and must comply with the following:
  - a. Awnings or canopies must project a minimum of 1.5m and a maximum of 2.5m over the sidewalk along a Corridor.
  - b. Awnings or canopies must project a minimum of 1.0m and a maximum of 2.5m over the sidewalk not located along a Corridor.
  - c. Awnings or canopies must provide a minimum of 2.5m and a maximum of 4m of vertical clearance over the sidewalk.

**65. Delete section 9.11.5.7.1 and replace as follows:**

- .1 Front Setback: The front façade of the Building must be set back from the Street-facing Lot line a minimum of 1m and a maximum of 4.5m

**66. Delete section 9.14.1 and replace as follows:**

- .1 The maximum Height of Buildings is set out in the City Centre Height Map in Appendix 3. On the City Centre Height map:
  - (a) For areas indicated with Height as Up to 3 Storeys, the maximum Height is 3 Storeys.
  - (b) For areas indicated with Height as Up to 5 Storeys, the maximum Height is 5 Storeys.
  - (c) For areas indicated with Height as Up to 10 Storeys, the maximum Height is 10 Storeys.
  - (d) For areas indicated with Height as Up to 15 Storeys, the maximum Height is 15 Storeys.

- (e) For areas indicated with Height as Up to 25 Storeys, the maximum Height is 25 Storeys.
- (f) For areas indicated with Height as unlimited, no maximum Height shall apply.

**67. Delete section 9.15.2 and replace as follows:**

- .2 For buildings located within the area identified with a maximum Floor Area Ratio of 10, as shown on the City Centre Floor Area Ratio Map – Appendix 2, the Maximum Floor Area ratio is as follows:
  - 1. For sites greater than 0.3 hectares in area, the maximum Floor Area Ratio is 10.0.
  - 2. For sites less than or equal to 0.3 hectares in area , where an addition is proposed to an existing building that has a floor area ratio of 2.0 or greater , the maximum Floor Area Ratio is 5.0.
  - 3. For sites less than or equal to 0.3 hectares in area, where no building exists or where the existing building has a floor area ratio of less than 2.0, the maximum Floor Area Ratio is 2.0.

**68. Delete section 9.15.3 and replace as follows:**

- .3 For buildings located within the area identified with a maximum Floor Area Ratio of 7.5, as shown on the City Centre Floor Area Ratio Map – Appendix 2, the Maximum Floor Area ratio is as follows:
  - 1. For sites greater than 0.3 hectares in area, the maximum Floor Area Ratio is 7.5.
  - 2. For sites less than or equal to 0.3 hectares in area , where an addition is proposed to an existing building that has a floor area ratio of 2.0 or greater , the maximum Floor Area Ratio is 5.0.
  - 3. For sites less than or equal to 0.3 hectares in area, where no building exists or where the existing building has a floor area ratio of less than 2.0, the maximum Floor Area Ratio is 2.0.

**69. Add the following to the end of section 9.15:**

- 5. The provisions limiting the maximum Floor Area Ratio to 2.0 for Sites less than or equal to 0.3 hectares in area, as set out in sections 9.15.2 and 9.15.3, do not apply when the City Block Area is less than 0.7 hectares.

**70. Add to the end of Section 9.16.2.1 (d) as follows:**

- “iv. Buildings constructed to a Floor Area Ratio of 2.0 or less;
- v. Additions of less than 1,000 m<sup>2</sup> to Buildings existing at the date of adoption of this Part 9;

**71. Add to the end of Section 9.16.2.1 as follows:**

- e. If only a portion of a Building is located within the Downtown Primary Office Employment Area, then:
  - Office Commercial shall be the Principal Use occupying a portion of the Gross Floor Area of the entire Building in an amount equal to:
    - at least 60% of the Gross Floor Area of the portion of the Building that is located in the Downtown Primary Office Employment Area.

The minimum Office Commercial Use requirement may be met with the amount of Office Commercial Use located throughout the entire Building even though only a portion of the Building is located within the Downtown Primary Office Employment Area. [For example, if 10,000 m<sup>2</sup> of a 50,000 m<sup>2</sup> Building projects into the Downtown Primary Office Employment Area, then at least 60% of the 10,000 m<sup>2</sup> = 6,000 m<sup>2</sup> shall be Office Commercial in the entire 50,000 m<sup>2</sup> Building].

**72. Delete Section 9.16.3 and replace as follows:**

9.16.3 Snyeside Clearwater Residential Area

- .1 Within the Snyeside Clearwater Residential area shown on the City Centre Districts and Corridors map, Appendix 1, the following regulations apply:
  - a. The R1 Single Detached Residential District regulations shall apply to Sites that meet any one of the following conditions:
    - i a Site area of less than or equal to 0.3 hectares; or
    - ii a Lot frontage of less than or equal to 50m; or
    - iii a Lot depth of less than or equal to 50m.
  - b. A Site plan, to the satisfaction of the Development Officer, shall be submitted prior to Development of Sites that meet all of the following conditions:

- i a Site area greater than 0.3 hectares; and
- ii a Lot frontage greater than 50m; and
- iii a Lot depth greater than 50m.

The Site plan shall show the ultimate build-out of the entire Site and demonstrate how the overall Development will meet the requirements of this Bylaw. The additional Uses, Heights, and Floor Area Ratios set out in Part 9, beyond those permitted in the R1 Single Detached Residential District, shall not be allowed until a Site plan has been submitted to the satisfaction of the Development Officer, in addition to all other requirements.

**73. Revise Titles for section 9.16.1; 9.17.1; 9.18.1; and 9.19.1 as follows:**

**Delete the title** for section “9.16.1 Regulations” and replace with the following title: “9.16.1 Permitted and Discretionary Uses”

**Delete the title** for section “9.17.1 Regulations” and replace with the following title: “9.17.1 Permitted and Discretionary Uses”

**Delete the title** for section “9.18.1 Regulations” and replace with the following title: “9.18.1 Permitted and Discretionary Uses”

**Delete the title** for section “9.19.1 Regulations” and replace with the following title: “9.19.1 Permitted and Discretionary Uses”

**74. Delete table 9.16-1**

and replace with the following revised Table 9.16-1 in order to add Tourism Commercial Use as a Permitted Use in the BOR1, SCL1 and SCL2 Districts

**Table 9.16-1**  
**Land Use Districts within the Downtown Major Redevelopment Zone**

Land Uses	Land Use Districts			
	CBD1 – Central Business District	BOR1 – Borealis	SCL1 – Snyeside /Clearwater Core	SCL2 – Snyeside /Clearwater High Density
● = Permitted Use		○ = Discretionary Use		
Food and Beverage Commercial	●	●	○	○
Institutional and Civic	●	●	●	●
Neighbourhood Commercial	●	●	○	○
Office Commercial	●	●		
Park	●	●	●	●
Parking Structure	●	●	●	●
Recreation Commercial	●	●	○	○
Residential	●	●	●	●
Retail Commercial (<5,000m <sup>2</sup> GFA)	●	●		○
Retail Commercial, Large Format (>5,000m <sup>2</sup> GFA)	○			
Restricted Commercial	○			
Service Commercial	○			
Tourism Commercial	●	●	●	●
Home Occupation	●	●	●	●
Home Business	○	○	○	○
Accessory Surface Parking	○	○	○	○
Accessory Building or Use	●	●	●	●

**75. Delete Festival as a row name and permitted use in table 9.16-2, table 9.17-2 and table 9.19-1**

**76. In Table 9.17-2 allow Institutional and Civic as a permitted use in the PS-CC Public Services City Centre District.**

**77. Delete the introductory clause section 9.17.2.2 and replace as follows:**

- .2 In addition to the above regulations, the development of a float plane base in the PR-CC Parks and Recreation City Centre district is a discretionary use subject to the following:

**78. In Table 9.17-2 under PS-CC Public Services City Centre, add the following as a discretionary use: “Fuel sales associated with boating facilities”.**

**79. In Table 9.19-1 add the following as a discretionary use: “Fuel sales associated with boating facilities” and indicate it is a discretionary use**

**80. Delete the introductory clause section 9.19.2 and replace as follows:**

- .2 In addition to the above regulations, the development of a float plane base in the RIVF Riverfront district is a discretionary use subject to the following:

**81. Add the following to section 9.20.1 Parking and Loading**

- .2 For specific uses set out in Part 7 that do not appear in this section 9.20, the parking requirements in Part 7 shall prevail.
- .3 In Table 9.20-1 The word ‘Arena Spectator Seating and Floor Area’, for which 0 parking spaces are required, only includes the spectator seating and the general floor area used by patrons; it does not include any Retail Uses, Food Service / Restaurant, Offices, Hotels, Commercial uses, or other uses that may be included as part of the Arena structure. These other uses are required to provide parking as set out in Table 9.20-1.

**82. Insert a new section 9.20.6:**

9.20.6 Off Site Parking in City Centre Special Area

Notwithstanding Section 130.5(a) of Part 7, in the City Centre Special Area, except for Residential uses, the Development Authority may allow for the provision of required parking stalls on a site other than the proposed development site provided that the following conditions are met:

- .1 the alternative site is within 180 m of the approved use, and can be secured for a time period equal to that of the approved use;
- .2 there is a convenient walkway from the off-site parking to the development that is the subject of the development permit application;
- .3 the owner of the development proposing to use an off-site parking space has ownership and control of the site where the parking is proposed and has dedicated the site to parking for the benefit of the development in question.

In such cases, a condition of the development permit for the development may require that a restrictive covenant or caveat be registered against the title to the site on which parking spaces are located. The restrictive covenant or caveat shall stipulate that the parking spaces shall be maintained exclusively for the parking requirements of the development. The restrictive covenant or caveat may only be discharged with the Development Authority's approval.

**83. Amend the legend for Table 9.20-1 to read as follows:**

Legend: DRZ - Downtown Major Redevelopment Zone  
FRZ – Franklin Avenue Re-Urbanization Zone  
NSZ – Neighbourhood Stabilization Zone  
RZ – Recreation Zone

**84. Revise the column in table 9.20-1 headed with FRZ to read FRZ; NSZ and RZ**

**85. Amend Table 9.20-1 to include parking requirements for Cottage Cluster developments and for secondary suites**

<b>Cottage Cluster Residential</b>		
Minimum parking requirement per unit	1	1
Maximum parking requirement per unit	1.5	1.5
<b>Secondary Suite</b>		
Minimum parking requirement per unit	1	1
Maximum parking requirement per unit	1.5	1.5

**86. Amend table 9.20-1 to increase the maximum Parking space requirements for Food Service / Restaurant from 2.0 per 100 m<sup>2</sup> to 1.0 per 3.5m<sup>2</sup>, as follows:**

<b>Food Service / Restaurant</b>		
Minimum parking space requirement	1.0 per 100m <sup>2</sup> Public Floor Area	1.0 per 100m <sup>2</sup> Public Floor Area
Maximum parking space requirement	1.0 per 3.5m <sup>2</sup> Public Floor Area	1.0 per 3.5m <sup>2</sup> Public Floor Area

**87. Amend table 9.20-1 to revise parking requirements for schools:**

<b>Elementary / Junior High Schools</b>		
Minimum parking space requirement	1.4 per classroom, plus auditorium requirements set out below	1.4 per classroom, plus auditorium requirements set out below
<b>Senior High School</b>		
Minimum parking space requirement	1.4 per classroom, plus 1.0 per 12 student capacity, plus auditorium requirements set out below	1.4 per classroom, plus 1.0 per 12 student capacity, plus auditorium requirements set out below
<b>College / University</b>		
Minimum parking space requirement	1.0 per 12 classroom seats plus auditorium requirements set out below	1.0 per 10 classroom seats plus auditorium requirements set out below

**88. Amend table 9.20-1 to delete Arena from the last row and add another row setting out requirements for Arena:**

<b>Auditorium / Conference Centre / Exhibition Hall</b>		
Minimum parking space requirement	1 space per 10 seats or 1 per 5m <sup>2</sup> of floor area used by patrons, whichever is less	1 space per 10 seats or 1 per 5m <sup>2</sup> of floor area used by patrons, whichever is less
Maximum parking space requirement	1 space per 3.5 seats or 1 per 3m <sup>2</sup> of floor area used by patrons, whichever is greater	1 space per 3.5 seats or 1 per 3m <sup>2</sup> of floor area used by patrons, whichever is greater

<b>Arena Spectator Seating and Floor Area</b>		
Minimum parking space requirement	0 parking spaces (no minimum is required)	0 parking spaces (no minimum is required)
Maximum parking space requirement	1 space per 3.5 seats or 1 per 3m <sup>2</sup> of floor area used by patrons, whichever is greater	1 space per 3.5 seats or 1 per 3m <sup>2</sup> of floor area used by patrons, whichever is greater

**89. Delete Section 9.21.2.5 and replace as follows:**

- .5 Public Art. Consider Including public art that meets a high standard of quality and permanence as part of a through block connection, ensuring that while the public art may be located on private land, it is visible and accessible to the public. Encourage Public Art as an integral part of larger developments and sites.

**90. Insert after section 9.21.2.17 the following:**

9.21.2.18 Within the SCL 2 areas, encourage development of buildings of various heights to create variation along the skyline in these areas, and to reduce shadow impacts on adjacent parkland. Development of rows of buildings with similar heights in these areas is not encouraged.

And renumber the sections that follow.

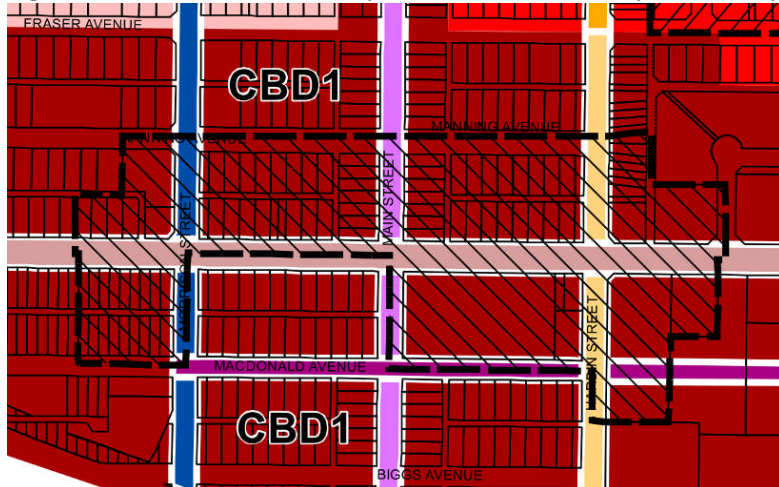
**91. Delete section 9.21.2.18 (now 9.21.2.19) and replace as follows:**

- .19 MacDonald Avenue. Locate Buildings along MacDonald Avenue to provide a rhythm of fine-grained retail establishments with direct access to the Street that contain numerous shop fronts, entrances, and a variety of textures and Building materials to enhance the pedestrian environment.

**92. Revise Appendix 1 – City Centre Districts and Corridors Map as follows:**

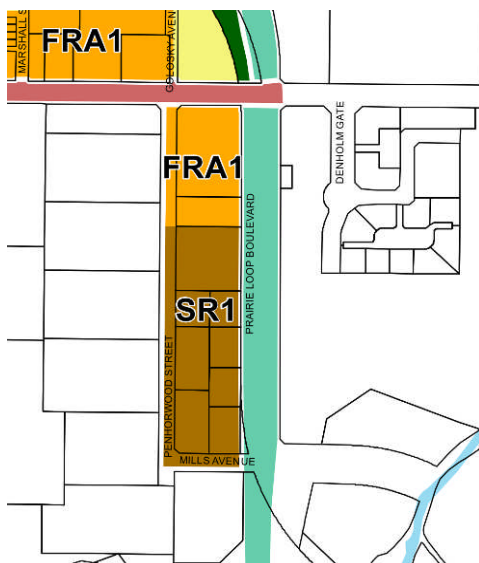
Revise Appendix 1 – City Centre Districts and Corridors Map, as set out in Figure 1 - Revision to Boundary of Downtown Primary Office Employment Area.

Figure 1 - Revision to Boundary of Downtown Primary Office Employment Area.



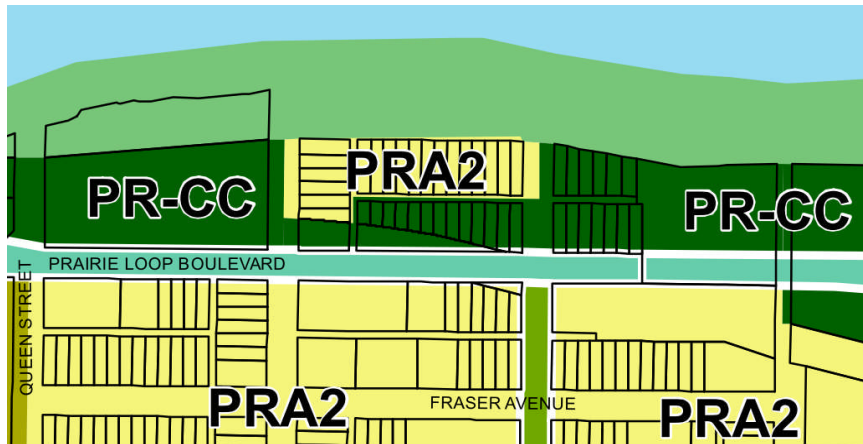
Revise Appendix 1 – City Centre Districts and Corridors Map, as set out in Figure 2 - Revision to Boundary of FRA1 and SR1 District.

Figure 2 Revision to Boundary of FRA1 and SR1 District



Revise Appendix 1 – City Centre Districts and Corridors Map, as set out in Figure 3 - Revision to PRA2 District.

Figure 3 – Revision to PRA2 District



**93. Revise Appendix 2 – City Centre Floor Area Ratio Map as follows:**

Revise Appendix 2 – City Centre Floor Area Ratio Map, as set out in Figure 4 – Reduction in Floor Area Ratio

Figure 4 - Reduction in Floor Area Ratio



<b>Subject: Bylaw No. 13/005 - Land Use Bylaw Amendment for City Centre Area Redevelopment Plan Special Area - Sign Regulations</b>
---

**APPROVALS:**

Bruce Irvine, City Centre Planning Director  
Carol Theberge, Executive Director  
Glen Laubenstein, Chief Administrative Officer

**Administrative Recommendation:**

THAT Bylaw No. 13/005, being an amendment to the Sign Regulations in the Land Use Bylaw specific to the City Centre Area Redevelopment Plan Special Area, be read a first time.

**Summary:**

These regulations are proposed to be part of the Land Use Bylaw (Bylaw No. 99/059) and are referred as Part 7C Sign Regulations for the City Centre. The proposed regulations in the Land Use Bylaw will align with the intents and objectives of the CCARP. The authority to amend the Land Use Bylaw is vested with Council under the *Municipal Government Act*.

**Background:**

The City Centre Area Redevelopment Plan (CCARP, Bylaw No. 12/003) and the City Centre Land Use Bylaw (CCLUB, Bylaw No. 12/012 and Bylaw No. 12/013) were adopted by Council on February 14, 2012 and April 24, 2012 respectively. These statutory documents guide and regulate land uses, built form, public space, pedestrian amenities, density and parking in the City Centre Special Area. While the CCARP defines long-term directions, the CCLUB is a living document that requires regular updates to reflect building and development trends.

The proposed amendment includes signage provisions in the Land Use Bylaw, in both text and illustrations, that are applicable exclusively to the City Centre Special Area. The existing sign regulations for rural and urban communities have been in place since 2001. With a strong commitment to position the City Centre as a focal point of the region, the appearance and placement of signs are important components to ensure aesthetics and safety in establishing place identity.

**Rationale for Recommendation:**

The CCLUB is the primary tool to implement the vision for the City Centre. The effectiveness of the CCLUB is maintained by regular assessment and adjustments through ongoing consultations with key stakeholders and residents. The proposed signs regulations will create an urban environment in the City Centre that is vibrant and attractive for economic and social activities.





To ensure vitality and active use of streets and public realm, both the CCARP and CCLUB call for attractive streetscapes, pedestrian-friendly corridors and innovative built forms in the City Centre. The proposed amendment to the sign regulations are aligned with the vision and objectives that are outlined in the Municipal Development Plan, the Municipal Strategic Plan and the CCARP. They also align with other municipal guiding documents in creating a viable urban environment in the City Centre.

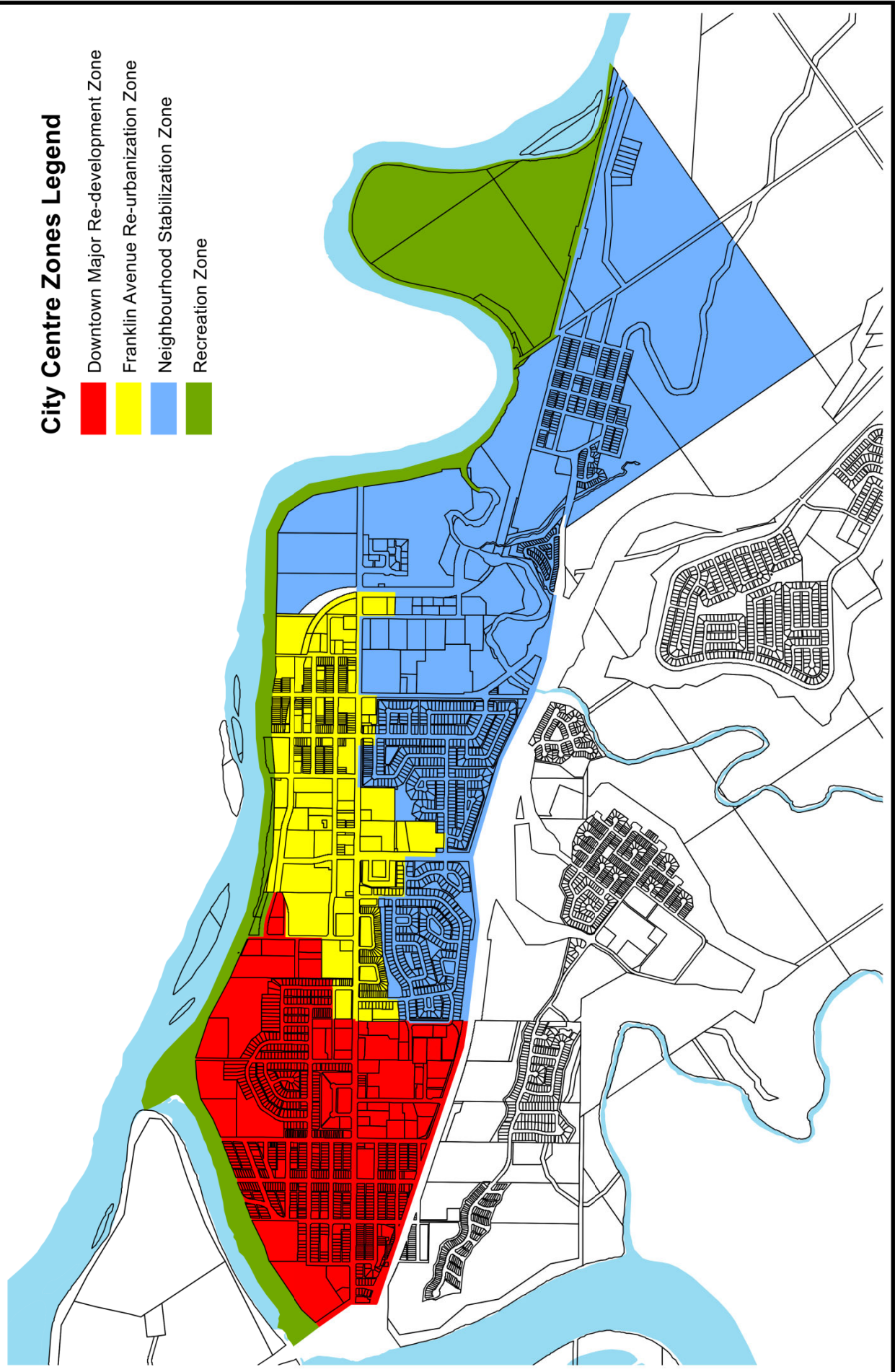
Administration supports the proposed bylaw amendment and recommends that Bylaw No. 13/005 be given first reading.

**Attachments:**

1. Map of the City Centre Special Area
2. Bylaw No. 13/005 - Amendments to sign regulations in the Land Use Bylaw

**City Centre Zones Legend**

-  Downtown Major Re-development Zone
-  Franklin Avenue Re-urbanization Zone
-  Neighbourhood Stabilization Zone
-  Recreation Zone





**BYLAW NO. 13/005**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND LAND USE BYLAW NO. 99/059**

**WHEREAS** Section 639 of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to enact a bylaw adopting a Land Use Bylaw.

**AND WHEREAS** Section 191(1) of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to adopt a bylaw to amend a Land Use Bylaw.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in open meeting hereby enacts as follows:

1. THAT Bylaw No. 99/059 is hereby amended by inserting Part 7C as set out in Schedule A – Sign Regulations for the City Centre, attached to and forming part of this bylaw.
2. THAT the Chief Administrative Officer is authorized to consolidate this bylaw.
3. THAT this bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

## **Schedule A – Sign Regulations for the City Centre**

## Part 7C Signs Regulations for City Centre

### 7C.1 General City Centre Signs Provisions

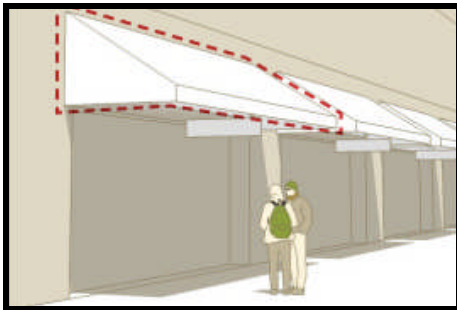
#### .1 Application

- (a) The regulations contained in this Part 7C apply to the areas designated as the City Centre Special Area as shown on Appendix 1 – City Centre Districts and Corridors Map.
- (b) Unless specifically excluded or modified by this Part, the regulations in Part 7B of this Bylaw shall apply to the areas designated as the City Centre Special Area as shown on Appendix 1 – City Centre Districts and Corridors Map.
- (c) Where a discrepancy exists between Part 7B and Part 7C of this Bylaw, the provisions of Part 7C of this Bylaw shall prevail.

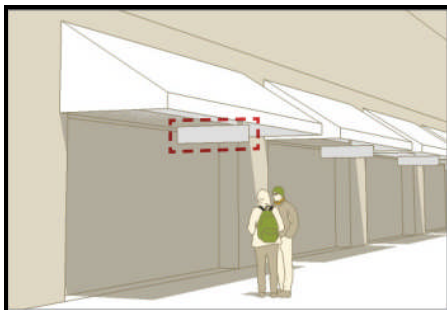
#### .2 Definitions

- (a) In addition to the definitions in Section 156(2) of this Bylaw, in this Part, the following words shall have the following meanings, unless the context requires otherwise:

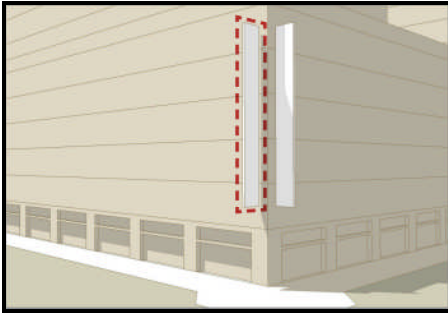
**AWNING SIGN** – means a Sign, which is incorporated as part of the fabric or plastic skin of an Awning.



**BLADE SIGN, HORIZONTAL** – means a horizontal Sign extending generally perpendicular to the Building, often hanging from an Awning.



**BLADE SIGN, VERTICAL** – means a Sign extending out from the Building that runs parallel to the vertical axis of the Building.



**BLADE ZONE** means an area allocated for Vertical Blade Signs extending out from the Podium portion of a Building.

**COMMERCIAL DEVELOPMENT** – means development within the CBD1, BORE1, SCL1, SCL2, PRA1, PRA2, FRA1, and SR1 Districts, excluding any Residential uses within these Districts.

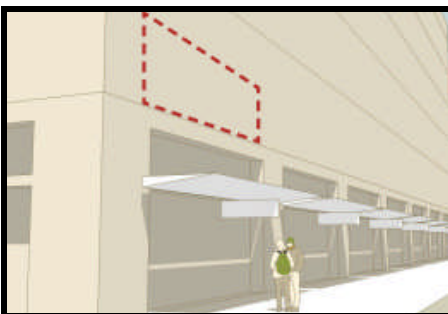
**DEPTH** – means the third dimension of a Sign that is not the Height or the Width, and generally refers to the thickness of the Sign.

**DIGITAL SIGN** – means any Sign that is remotely changed on or off Site and has a varying Message Duration. Digital Signs incorporate a technology or method allowing the Sign to change Copy without having to physically or mechanically replace the Sign Face or its components. Digital Signs include moving effects, Message Transition effects, and video images.

**ELECTRONIC MOVING COPY** – means Copy displayed utilizing electronic screens, televisions, computer video monitors, liquid crystal displays, light emitting diode displays, or any other similar electronic technology where the Copy displays moving images.

**ELECTRONIC STATIC COPY** – means Copy displayed utilizing electronic screens, televisions, computer video monitors, liquid crystal displays, light emitting diode displays, or any other similar electronic technology where the Copy is fixed for a set period of time.

**FASCIA SIGN** - means a Sign, plain or illuminated, running parallel for its whole length to the face of the Building to which it is attached.

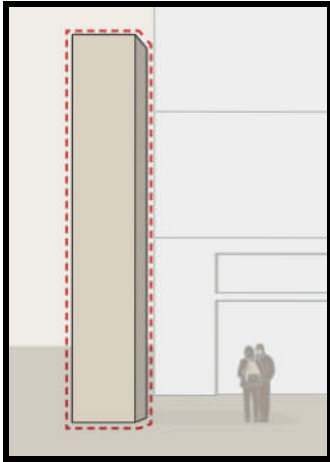


**FIRST PARTY SIGN** – means a Sign which identifies, advertises, promotes, or directs attention to the specific business, service, or activity on the Site on which the Sign is located, or identifies the name of the building. For example City Dentist, Smith Shoes, Northern Law, Jones Building.

**FIRST STOREY** – means the Storey with the floor nearest to the average elevation of the surface of the ground where it meets the front wall of a Building.

**FOOTPRINT** – means the area of the ground surface that a sign covers, but does not include the sign foundation.

**FREESTANDING SIGN** – means a Sign supported by one or more uprights, braces or pylons and which stands independently of a Building and contains only Copy that identifies, advertises, promotes, or directs attention to the specific business, service, or activity on the Site on which the Sign is located..



**GROUND PLANE ZONE** – means, for the purpose of locating and allocating areas for Signs, the zone on the ground adjacent to a Building that is allocated for the location of signage

**INSTITUTIONAL DEVELOPMENT** – means development within the PR-CC, PS-CC and RIVF Districts, excluding any Residential uses within these Districts.

**INTERACTIVE COPY** – means Copy which specifically changes so as to communicate directly with an observer.

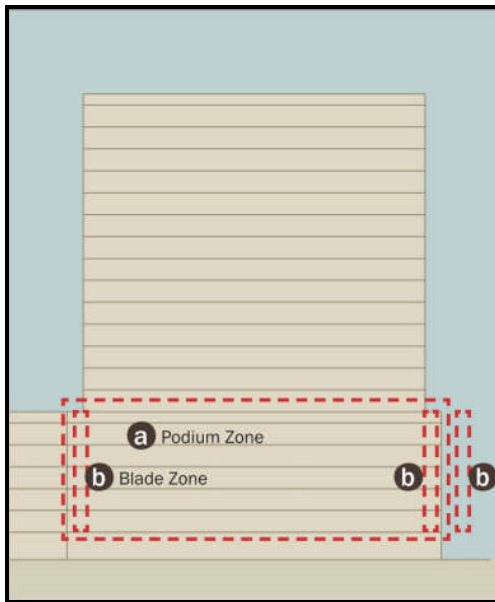
**MESSAGE DURATION** – means the period of time that Copy is displayed on a Sign Face.

**MESSAGE TRANSITION** – means the period of time involved for each change of Copy displayed on a Sign Face.

**NIT** – means a unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela per square meter. Nits are used to describe the brightness of computer displays, such as LCD and CRT monitors.

**PROJECTION** – means the distance that a Sign may extend from the vertical face of a Building.

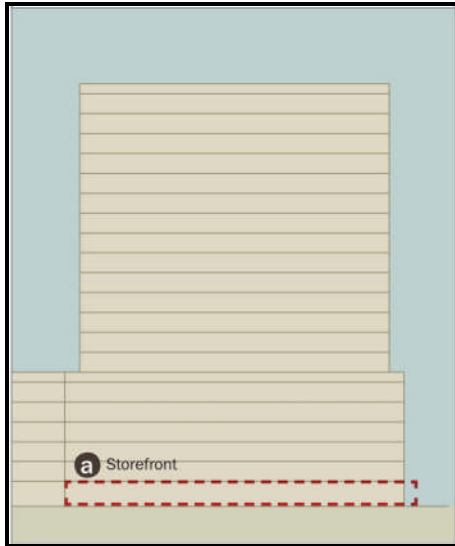
**PODIUM ZONE** – means an area allocated for signage on the Podium of a Building. For the purpose of signage, the definition of the Podium Zone is the portion of any building between 4.5 metres and the top of the podium, or, for a single storey building, between 4.5 metres and the top of the building. For example, on a building that meets the maximum Podium height of six storeys or 20 metres, the Podium Zone would be the portion of the building between 4.5 metres and six storeys or 20 metres. For a single-storey building that meets the minimum building height requirement of 6 metres or two storeys, the Podium Zone would be the distance between 4.5 metres and 6 metres or the top of the second storeys.



**SECOND PARTY SIGN** – A sign which identifies, advertises, promotes, or directs attention to product or service sold or offered on the premises where the sign is located. For example: XYZ shoes available here, we sell ABC stereos, teeth whitening offered here.

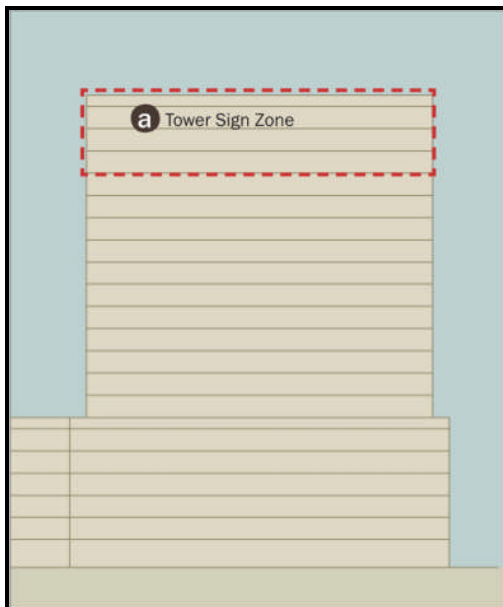
**SIGN** – means any structure, device, light or fixture, or any part thereof, used to identify, advertise or attract attention to any person, object, product, event, place, organization, institution, development, business, group, profession, enterprise or industry and is intended to be seen from on or off the Site.

**STOREFRONT ZONE** – means an area allocated for signage located on the Ground Floor adjacent to the Street, including the Ground Floor portion of the Podium. The Storefront Zone has a maximum height of 4.5 metres. Within the Porch/Stoop/Terrace frontage type, both the first and second Storey are within the Storefront Zone.

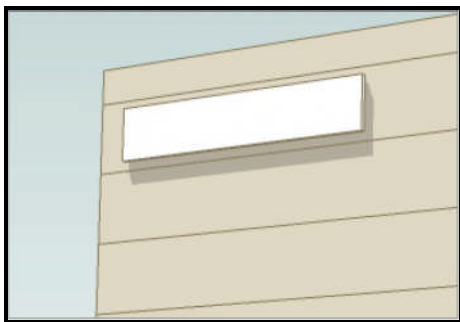


**THIRD PARTY SIGN** – means a Sign that advertises goods, products, services or facilities, or directs persons to a different location from where the Sign is located. Such a Sign is not located on the same parcel as the goods, products, services or facilities it advertises.

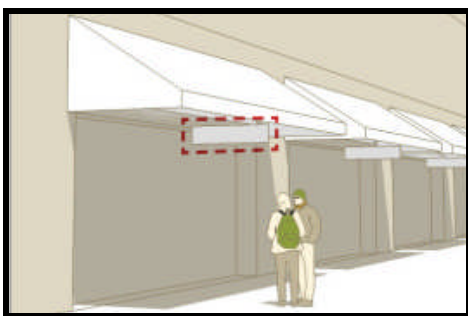
**TOWER SIGN ZONE** – means the area allocated for signage on a Tower.



**TOWER TOP SIGN** – means a Fascia Sign located within the top 25% of the Height of a Building Tower.



**UNDER-CANOPY SIGN** – means a Horizontal Blade Sign, which is attached to the bottom of a Canopy.



**WIDTH** – means the horizontal distance from one end of a Sign to the opposite end.

**WINDOW SIGN** – means a Sign which is painted on, attached to or installed on or inside a window that faces the outside and is intended to be seen from the outside of the Building.



### **.3 Design Review Panel**

- (a) Prior to rendering a decision on a Development Permit application for specific types of Signs located within the City Centre Special Area, the Development Officer shall refer such applications to the Design Review Panel for review. The Development Officer shall not render a decision prior to receiving the Design Review Panel's recommendations. The specific types of Signs requiring referral to the Design Review Panel are as follows:
- i. Tower Top Sign;
  - ii. Sign located within the Tower Sign Zone;
  - iii. Third Party Sign;
  - iv. Signs that cover greater than 30% of the Podium Zone for Buildings on the MacDonald Avenue Corridor.
- (b) The Development Officer, in its discretion, may refer a Development Permit application to the Design Review Panel for any type of Sign that is considered to have a significant impact due to size, location, illumination, design or other factors.

### **.4 Sign development permit application requirements**

- (a) Except as specifically modified in this Section, a Development Permit application for a Sign under this Part shall be in accordance with Section 156(3) of this Bylaw.
- (b) In place of the requirements of Section 156(3)(e), a Development Permit application for a Sign shall be accompanied by one copy of Sign plans drawn to scale showing:
- i. the dimensions of the Sign including the Height, Width, Depth and Length;
  - ii. the Projection from the face of the Building;
  - iii. the method of attachment and character of the structure to which attachment will be made;
  - iv. the Projection that encroaches over a Public Road or other municipal property, where applicable;
  - v. calculations of the Sign Area;
  - vi. the Height of the Sign measured from Grade to the underside of the Sign.

### **.5 Signs Exempt from Development Permits**

- (a) Section 156(7) of this Bylaw is replaced with the following:
- i. No development permit is required for the following sign types provided they comply with Part 7C and other relevant provisions of this Bylaw:
    - 1. A-Board Signs;
    - 2. Construction Site Identification Signs;
    - 3. Incidental Signs;
    - 4. Election Signs;
    - 5. Portable Signs located over an approved marker;

6. Real Estate Sale Signs;
7. Real Estate Directional Signs;
8. Subdivision Directional Signs;
9. Subdivision Marketing Signs;
10. Subdivision Entrance Feature Signs;
11. Display of Flags that are not commercial in nature;
12. Posters in approved Poster Board Sign holders;
13. Community Notice Boards;
14. Posters and Signs approved for Transit Shelter/Transit Bench Signs and bus Signs;
15. Official Signs;
16. Murals;
17. Private Sale Signs;
18. Religious symbols provided they are not illuminated;
19. Non-illuminated Signs that designate the name and address of a building;
20. Signs located inside a Building and not intended to be viewed from the outside;
21. A non-illuminated Fascia or Free-standing Sign located on the Site of a residential dwelling unit which states only the name of the Building or the persons occupying the Building, or both, provided that the Sign area does not exceed 0.2 m<sup>2</sup>;
22. Window Signs occupying less than 20% of a window area;
23. Change of copy in a changeable copy sign; and
24. Replacement of existing panel(s) within a Free Standing or Facia Sign provided:
  - (a) the Sign otherwise conforms to these regulations and has a valid Development Permit;
  - (b) the additional panel(s) do not alter the existing Sign Structure; and
  - (c) the Sign conforms to any applicable Comprehensive Sign Design Plan.

**.6 Non conforming Portable Signs**

- (a) Portable Signs for which a Sign Development Permit has been issued prior to the passage of Part 7C shall remain valid until expiry or cancellation of the permit. These Signs shall bear the required marker in order to remain valid.
- (b) Portable Signs in existence before the passage of Part 7C, for which no Sign development permits have been issued shall be removed within 30 days of the passage of Part 7C.

**.7 Changeable Copy Provisions**

- (a) Section 156(17) (c) of this Bylaw does not apply.

**.8 Sign Owner Responsibilities**

Section 156(18) is replaced with the following:

- (a) The Development Officer may require that the Sign Owner enter into an encroachment agreement with the Municipality where any Permanent Sign such as a Freestanding Sign, Awning Sign, Canopy or Under-Canopy Sign, Projecting Sign, Roof Sign, Fascia Sign or wall Sign is within, Municipal property on terms and conditions satisfactory to the Municipality,

- (b) A Sign, or Sign marker, shall be removed when it is abandoned or upon expiry of the Sign Development Permit.
- (c) Where a tenant panel is removed from a Sign, the Sign owner shall install a blank panel until such time as a new tenant panel is installed.
- (d) All Signs shall comply with the requirements of any relevant federal or provincial legislation and any other relevant municipal bylaws.

#### **.9 Sign Coordination for Multiple Occupancy Sites**

Section 156(19) is replaced with the following:

- (a) Where Sign guidelines (as part of an approved urban design plan) and/or a Comprehensive Sign Design Plan (as part of an approved Development Permit) exist, any Signs placed on the Building or Lot shall conform with the applicable guidelines and Plan.
- (b) Where more than one business is identified on the same Freestanding Sign, the business identification panels shall be of similar character including shape, width and construction materials.

#### **.10 Digital Signs**

- (a) Digital Signs shall be located such that the Sign does not obscure a driver decision point. The Development Officer shall be satisfied that each Copy Area:
  - i. does not physically obstruct the sightlines or view of a traffic control device or traffic control signal for oncoming vehicle traffic;
  - ii. is not located in the field of view near or past the traffic control device or traffic control signal in the sightlines of oncoming vehicle traffic;
  - iii. is not located in the field of view near or past other traffic conflict points such as intersections, merge points, exit ramps, or curved roadways; and
  - iv. Illumination does not compete with or dull the contrast of the traffic control device or traffic control signal for oncoming vehicle traffic.
- (b) Digital Signs shall be located or constructed such that Sign Illumination shall not project onto any surrounding residential premises, shall not face an abutting or adjacent Residential Use, and shall not face a Hospital to the satisfaction of the Development Officer.
- (c) The intensity of exposed bulbs on a Sign, excluding Digital Signs, shall not exceed 1,100 lumens.
- (d) Digital Signs shall use automatic light level controls to adjust light levels at night, under cloudy and other darkened conditions to reduce light pollution, in accordance with the following:
  - i. ambient light monitors shall automatically adjust the brightness level of the Copy Area based on ambient light conditions. Brightness levels shall not exceed 0.3 footcandles above ambient light conditions when measured from the Sign Face at its maximum brightness, between sunset and sunrise, at those times determined by the Sunrise / Sunset calculator from the National Research Council of Canada;

- ii. Brightness level of the Sign shall not exceed 400 nits when measured from the Sign Face at its maximum brightness, between sunset and sunrise, at those times determined by the Sunrise/Sunset calculator from the national research Council of Canada; and
  - iii. Signs abutting or adjacent to natural areas or public parks shall be de-energized daily between 12:00 AM - 5:00 AM.
- (e) For all Sign Applications for Digital Signs, the Development Officer shall review the application in context with the surrounding development, such as (but not limited to): the architectural theme of the area; any historic designations; the requirements of any Statutory Plan; any streetscape improvements; proximity to residential development; driver decision points; and traffic conflict points. The Development Officer may require application revisions to mitigate the impact of a proposed Sign, and may refuse a permit that adversely impacts the built environment.
- (f) Photovoltaic cells, solar panels, or solar collectors and ancillary equipment may be part of the Sign structure in order to provide electrical power solely to the Copy Area. Photovoltaic cells, solar panels, or solar collectors and ancillary equipment may extend above the maximum Sign Height to the satisfaction of the Development Officer. It must be demonstrated that the additional Height is required to achieve sufficient solar exposure to provide electrical power to the Sign.

#### **.11 Flags**

- (a) Subject to the provisions of Part 7C, Flags are permitted in the City Centre Special Area and do not require a Development Permit provided the flag meets the provisions of Section 161 of this Bylaw.
- (b) Multiple flags are permitted per institutional premise, provided that the flags are not commercial in nature.

#### **.12 Temporary and Portable Signs**

- (a) Sections 12 through 17 that follow constitute the Temporary and Portable Sign provisions of this Part.
- (b) Unless otherwise stated, Temporary and Portable Signs are permitted for a maximum of one year; after one year an entirely new permit is required.

#### **.13 A-Board Signs**

- (a) An A-Board Sign is a permitted use in the City Centre Special Area in association with approved Commercial Development and does not require a Development Permit provided the sign meets the provisions of Section 176 of this Bylaw.

#### **.14 Balloon (Inflatable) Signs**

- (a) Subject to the provisions of Part 7C, Balloon Signs are discretionary in the City Centre Special Area, except within the CBD1 District, in association with approved commercial Development provided that the Sign meets the provisions of Section 177 of this Bylaw.
- (b) New permits for Balloon Signs shall not be issued after January 1, 2015 in the CBD1 District.

**.15 Banner Signs**

- (a) Subject to the provisions of Part 7C, Banner Signs are discretionary the City Centre Special Area in association with approved Commercial and Institutional Developments provided that the Sign meets the requirements of Section 178 of this Bylaw.

**.16 Portable Signs**

- (a) Subject to the provisions of Part 7C, Portable Signs are permitted in the City Centre Special Area in association with approved Ground Floor Commercial Development, provided the Sign meets the provisions of Section 181 of this Bylaw.
- (b) New permits for Portable Signs shall not be issued after January 1, 2015 in the CBD1 District.
- (c) Subject to Section 16, a Portable Sign marker shall be valid for a period of up to one year from the date of approval and once a Portable Sign marker is approved and installed on Site, no further Development Permit is required for any Portable Sign placed directly over or in contact with the approved Portable Sign marker for as long as the approval for the sign marker is valid. Only one Portable Sign will be permitted per marker.

## **7C.2 Signage Specifications and Sign Area Allocations**

### **.1 Application**

- (a) For this Part 7C.2, Sections 157 to 170 of this Bylaw are replaced by the following sections 7C.2.2 to 7C.2.11.

### **.2 General**

- (a) The Signs regulations that apply to a Building or Site depend on the Corridor, Land Use District or major zone in which the Building or Site is located.
- (b) The City Centre Districts and Corridors Map, Appendix 1, sets out the Corridors and Land Use Districts that apply to each Lot or Parcel of Land.
- (c) The Corridor type that applies to a specific Street or section of a Street is indicated by the colour and corresponding name shown on the City Centre Districts and Corridors Map, Appendix 1.
- (d) On the City Centre Districts and Corridors Map, Appendix 1, where the Corridor type, as indicated by the mapping colour, extends through an intersection, that Corridor type shall be considered as the higher order Corridor and shall apply to the intersection, and to the intersecting Street until a distance of 30m from the confluence of Lot lines at the corner, or until the next Lot line away from the corner, whichever distance is shorter.
- (e) Where a Lot is adjacent to more than one Corridor type, the Corridor type that is adjacent to the Lot line shall be the Corridor type that applies to that portion of the Lot within 30m of the Corridor. Where more than one Corridor type applies on a corner, then the higher order Corridor shall apply.
- (f) The Land Use District that applies to a Lot is indicated by the colour and letter designations set out on the City Centre Districts and Corridors Map, Appendix 1.
- (g) The location of the major zones including the Downtown Major Redevelopment Zone, the Franklin Avenue Re-urbanization Zone, the Neighbourhood Stabilization Zone and the Recreation Zone are set in the City Centre Zones Legend on the City Centre Districts and Corridors Map, Appendix 1.

### **.3 Application of specifications**

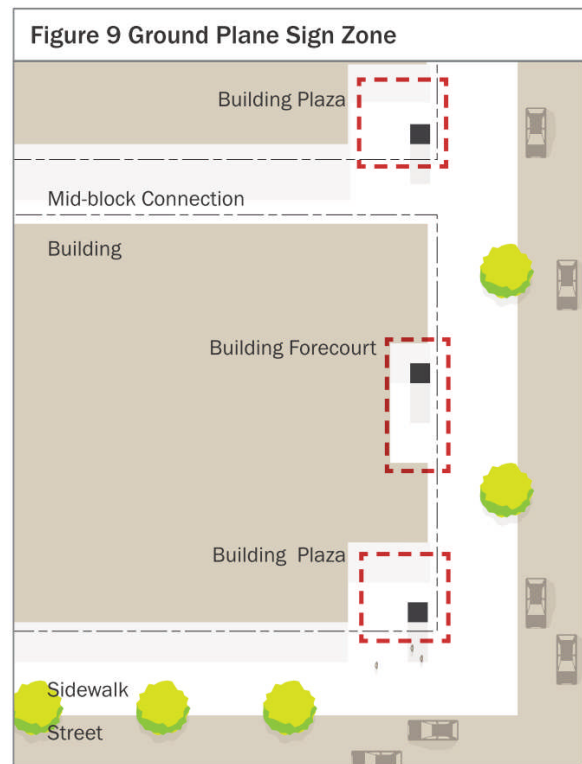
- (a) The specifications and Sign Area Allocations set out for the Downtown General District apply to Buildings and Sites within the Downtown Major Redevelopment Zone that are not subject to the following corridors:
- i. Franklin Avenue West
  - ii. Morrison Street
  - iii. MacDonald Avenue
  - iv. Main Street
- (b) The specifications and Sign Area Allocations set out for the Franklin Re-urbanization District apply to all Buildings and Sites within the Franklin Avenue Re-urbanization Zone that are not subject to the following corridors:
- i. Franklin Avenue East

- (c) The specifications and Sign Area Allocations set out for the specific Corridors apply to the Buildings or Sites subject to the named Corridors.
- (d) The specifications and Sign Area Allocations set out for the Gateway District apply to areas located within 100m of the Highway 63 Right of Way for sites fronting on Hardin Street at the intersection of Hardin Street and Highway 63; and areas located within 100m of the Highway 63 Right of Way for sites fronting on Morrison Street at the intersection of Morrison Street and Highway 63.

#### .4 Downtown General – Sign Area Allocation

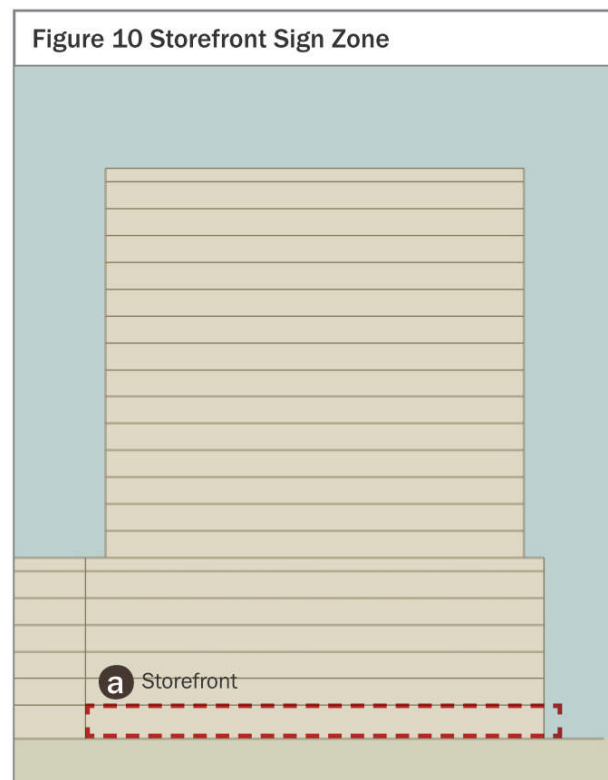
- (a) The regulations in Table 1 apply to signs in the Downtown General District in the Ground Plane Sign Zone.
- (b) The following signs are permitted: Freestanding.

Table 1 – Downtown General, Ground Plane Sign Zone	
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	1m <sup>2</sup>
<b>Width</b>	1m
<b>Depth</b>	1m
<b>Sign Face Surface Area</b>	2m <sup>2</sup> *
<b>Height</b>	2m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	
freestanding signs are limited to street corners and mid-block connections	



- (c) The regulations in Table 2 apply to signs in the Downtown General District in the Storefront Sign Zone.
- (d) The following signs are permitted: Fascia, Blade, Awning, Window.

Table 2 – Downtown General, Storefront Sign Zone				
	maximum			
	<b>Fascia</b>	<b>Blade</b>	<b>Awning</b>	<b>Window</b>
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
* area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



- (e) The regulations in Table 3 apply to signs in the Downtown General District in the Podium Sign Zone.
- (f) The following signs are permitted: none.
- (g) The following signs are discretionary: Fascia, Blade.

Table 3 – Downtown General, Podium Sign Zone		
	maximum	
	<b>Fascia</b>	<b>Blade</b>
	<b>a</b>	<b>b</b>
<b>Width</b>	20% of podium width	2m
<b>Height</b>	20% of podium height	height of podium
<b>Sign Area</b>	not applicable	sign width x height of podium x 2 (two sign faces)
<b>Projection</b>	0.2m	2.5m
<b>Depth</b>	not applicable	0.4m
<b>Number</b>	*	3**
<b>Party</b>	1st	1st
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

- (h) The regulations in Table 4 apply to signs in the Downtown General District in the Tower Plane Zone.
- (i) The following signs are permitted: Tower Top Sign.

Table 4 – Downtown General, Tower Sign Zone	
	maximum
	<b>Tower Top Sign</b>
<b>Width</b>	6m
<b>Height</b>	2m
<b>Sign Area</b>	12m <sup>2</sup>
<b>Projection</b>	0.2m
<b>Number</b>	1*
<b>Party</b>	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

Figure 11 Podium Sign Zone

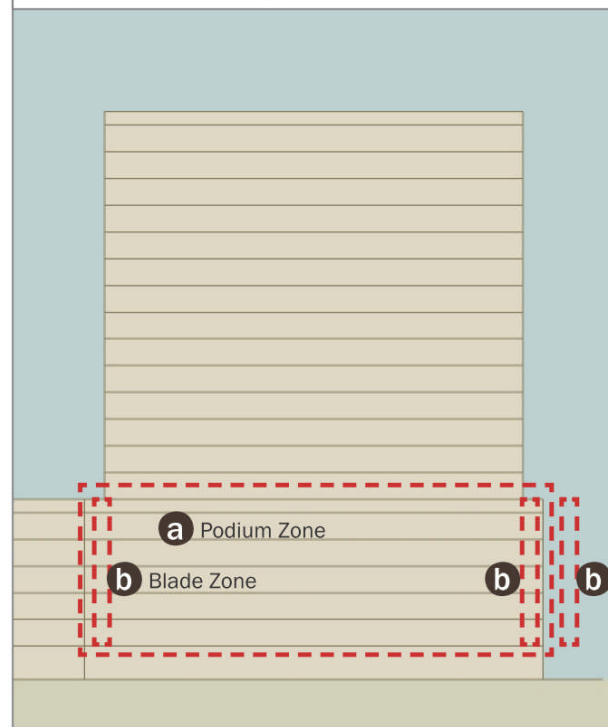
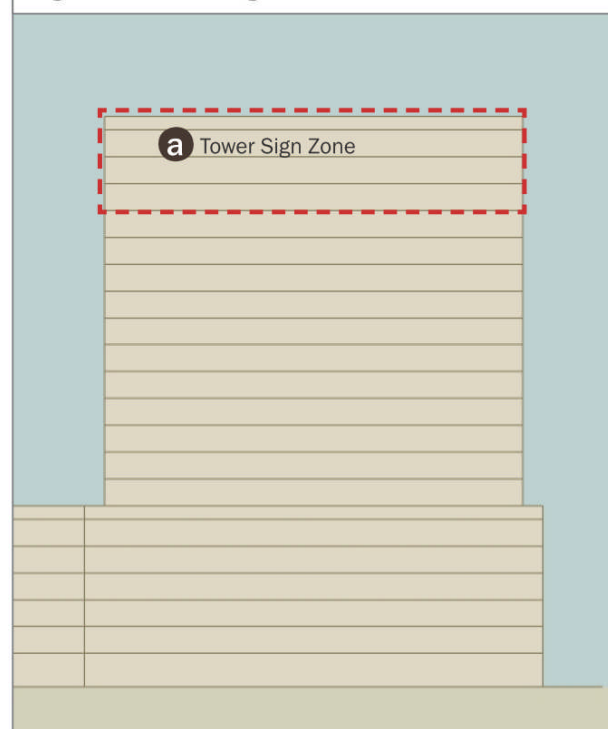


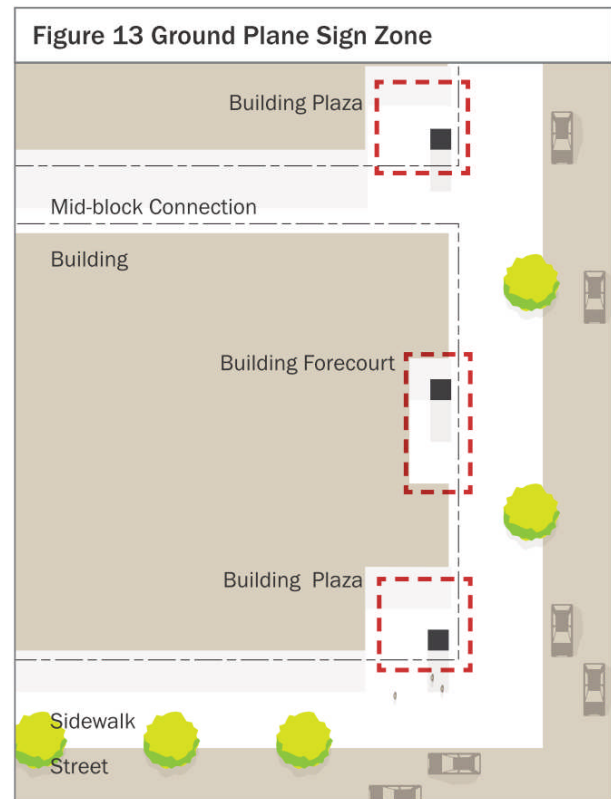
Figure 12 Tower Sign Zone



## .5 Franklin Avenue West – Sign Area Allocation

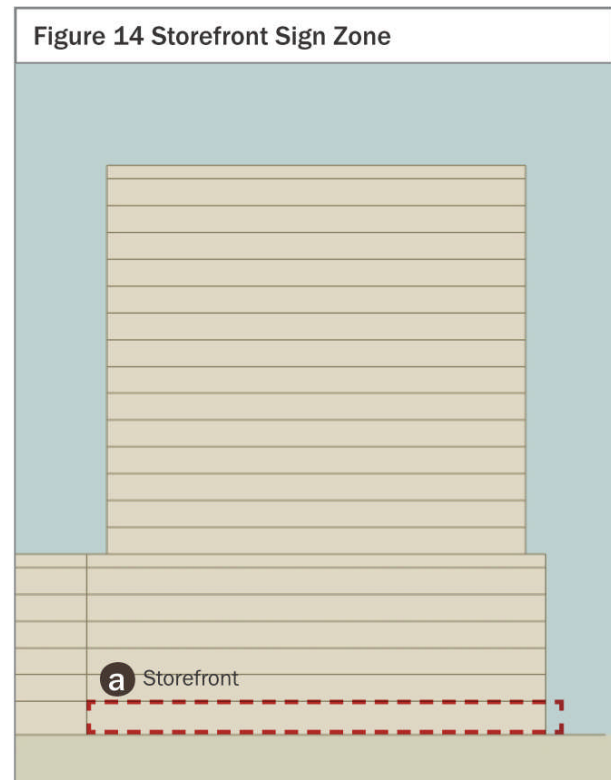
- (a) The regulations in table 5 apply to signs in the Franklin Avenue West Corridor in the Ground Plane Zone.
- (b) The following signs are permitted: Freestanding.

Table 5 – Franklin Avenue West, Ground Plane Sign Zone	
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	1m <sup>2</sup>
<b>Width</b>	1m
<b>Depth</b>	1m
<b>Sign Face Surface Area</b>	6m <sup>2</sup> *
<b>Height</b>	6m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	



- (c) The regulations in Table 6 apply to signs in the Franklin Avenue West Corridor in the Storefront Zone.
- (d) The following signs are permitted: Fascia, Blade, Awning, Window.

Table 6 – Franklin Avenue West, Storefront Sign Zone				
	Maximum			
	Fascia	Blade	Awning	Window
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
*area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



(e) The regulations in Table 7 apply to signs in the Franklin Avenue West Corridor in the Podium Zone.

(f) The following signs are discretionary: Fascia, Blade.

Table 7 – Franklin Avenue West, Podium Sign Zone		
	maximum	
	Fascia	Blade
	<b>a</b>	<b>b</b>
Width	20% of podium width	2m
Height	20% of podium height	height of podium
Sign Area	not applicable	sign width x height of podium x 2 (two sign faces)
Projection	0.2m	2.5m
Depth	not applicable	0.4m
Number	*	3**
Party	1st	1st
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

(g) The regulations in Table 8 apply to signs in the Franklin Avenue West Corridor in the Tower Plane Zone.

(h) The following signs are permitted: Tower Top Sign.

Table 8 – Franklin Avenue West, Tower Sign Zone	
	maximum
	Tower Top Sign
Width	8m
Height	3m
Sign Area	24m <sup>2</sup>
Projection	0.2m
Number	1*
Party	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

Figure 15 Podium Sign Zone

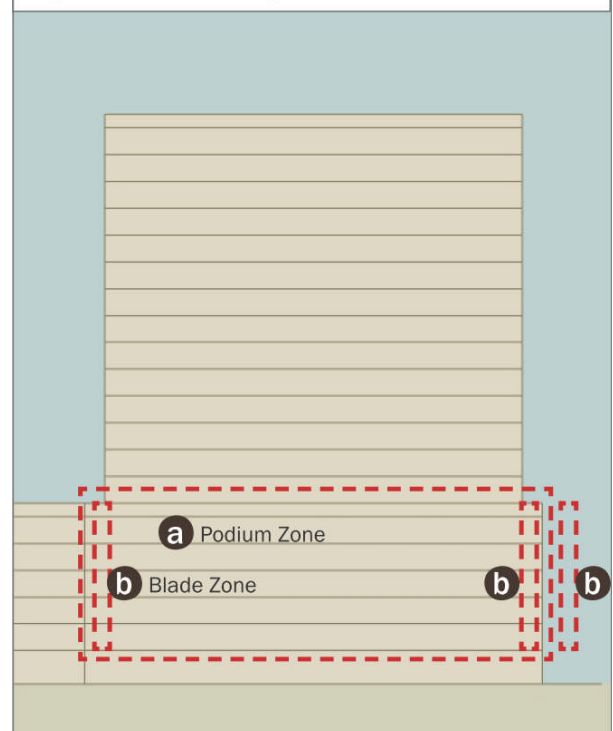
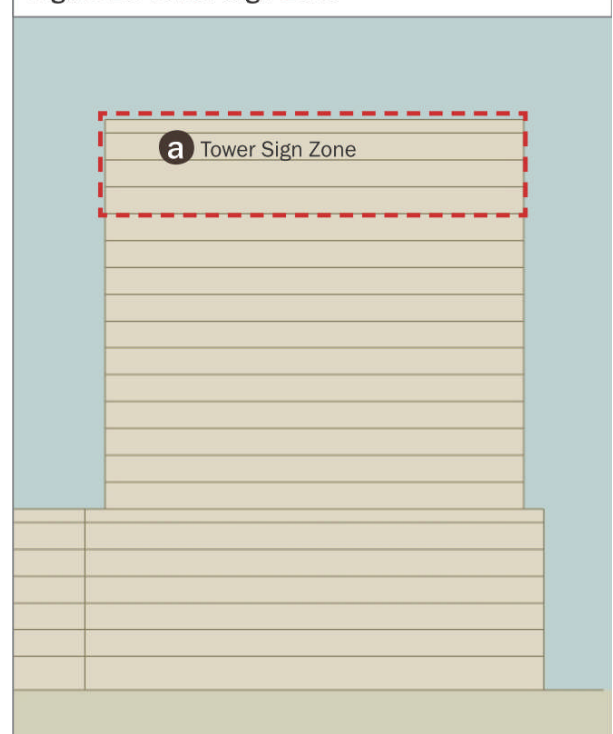


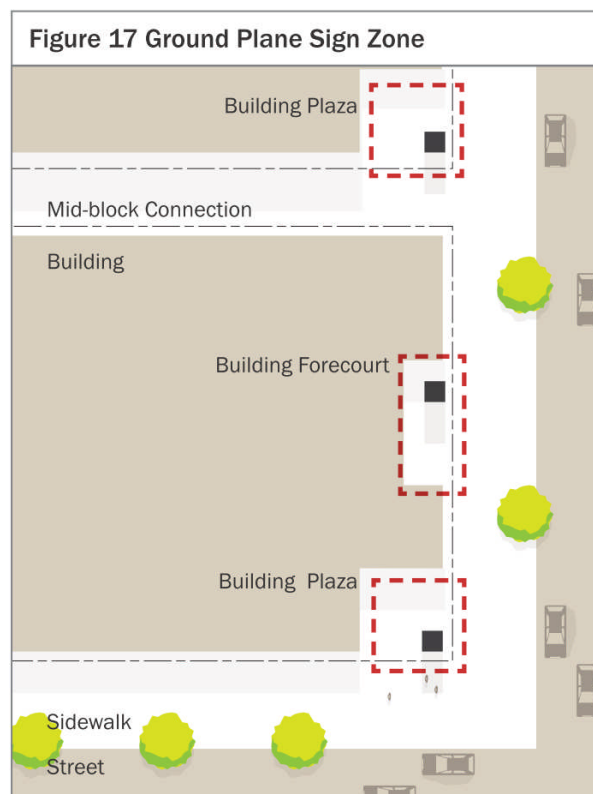
Figure 16 Tower Sign Zone



## .6 Morrison Street – Sign Area Allocation

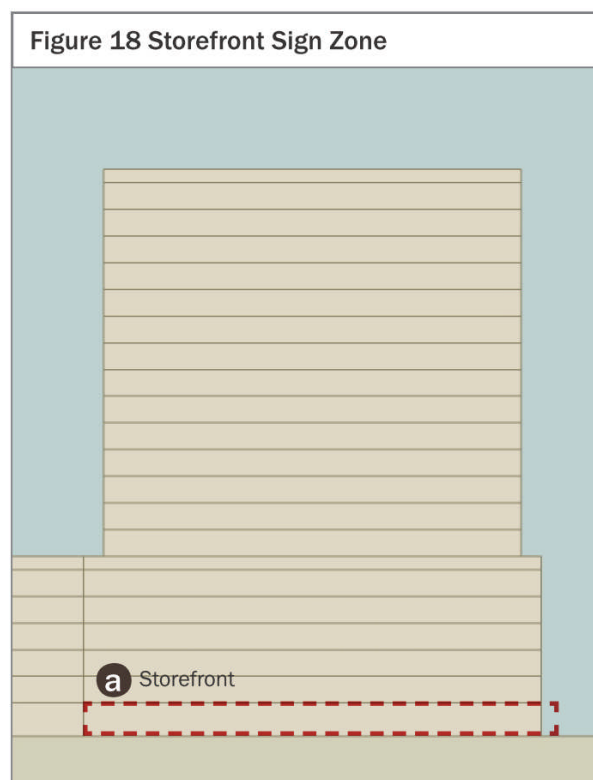
- (a) The regulations in Table 9 apply to signs in the Morrison Street Corridor in the Ground Plane Zone.
- (b) The following signs are permitted: Freestanding.

Table 9 – Morrison Street, Ground Plane Sign Zone	
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	1m <sup>2</sup>
<b>Width</b>	1m
<b>Depth</b>	1m
<b>Sign Face Surface Area</b>	2m <sup>2</sup> *
<b>Height</b>	2m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	



- (c) The regulations in Table 10 apply to signs in the Morrison Street Corridor in the Storefront Zone.
- (d) The following signs are permitted: Fascia, Blade, Awning, Window.

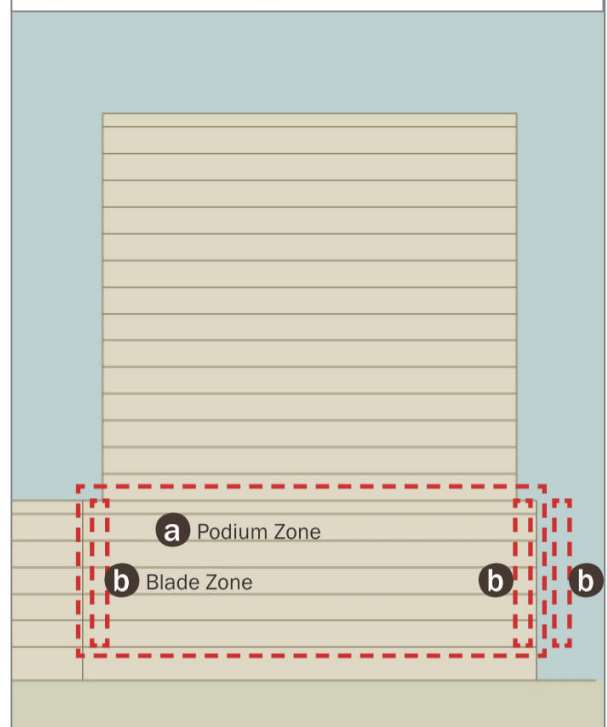
Table 10 – Morrison Street, Storefront Sign Zone				
	maximum			
	<b>Fascia</b>	<b>Blade</b>	<b>Awning</b>	<b>Window</b>
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
*area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



- (e) The regulations in Table 11 apply to signs in the Morrison Street Corridor in the Podium Zone.
- (f) The following signs are permitted: none.
- (g) The following signs are discretionary: Fascia, Blade.

Table 11 – Morrison Street, Podium Sign Zone		
	maximum	
	<b>Fascia</b>	<b>Blade</b>
	<b>a</b>	<b>b</b>
<b>Width</b>	20% of podium width	2m
<b>Height</b>	20% of podium height	height of podium
<b>Sign Area</b>	not applicable	sign width x height of podium x 2 (two sign faces)
<b>Projection</b>	0.2m	2.5m
<b>Depth</b>	not applicable	0.4m
<b>Number</b>	*	3**
<b>Party</b>	1st	1st
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

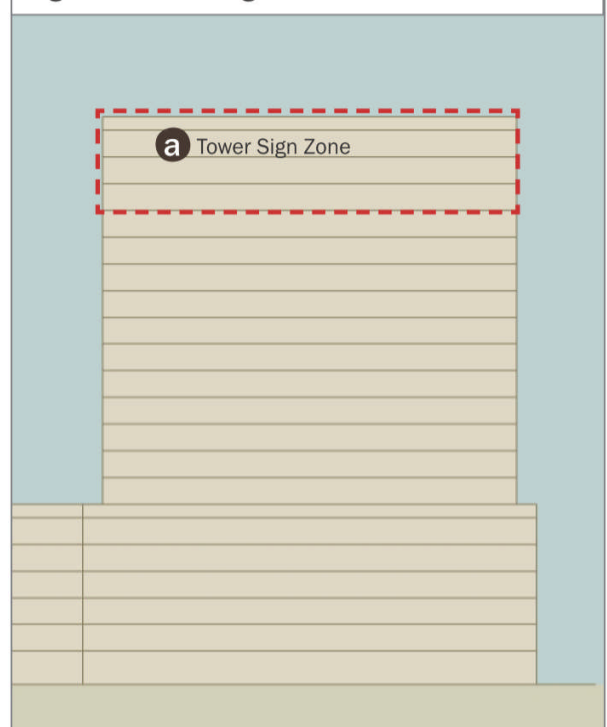
Figure 19 Podium Sign Zone



- (h) The regulations in Table 12 apply to signs in the Morrison Street Corridor in the Tower Plane Zone.
- (i) The following signs are permitted: Tower Top Sign.

Table 12 – Morrison Street, Tower Sign Zone	
	maximum
	<b>Tower Top Sign</b>
<b>Width</b>	8m
<b>Height</b>	3m
<b>Sign Area</b>	24m <sup>2</sup>
<b>Projection</b>	0.2m
<b>Number</b>	1*
<b>Party</b>	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

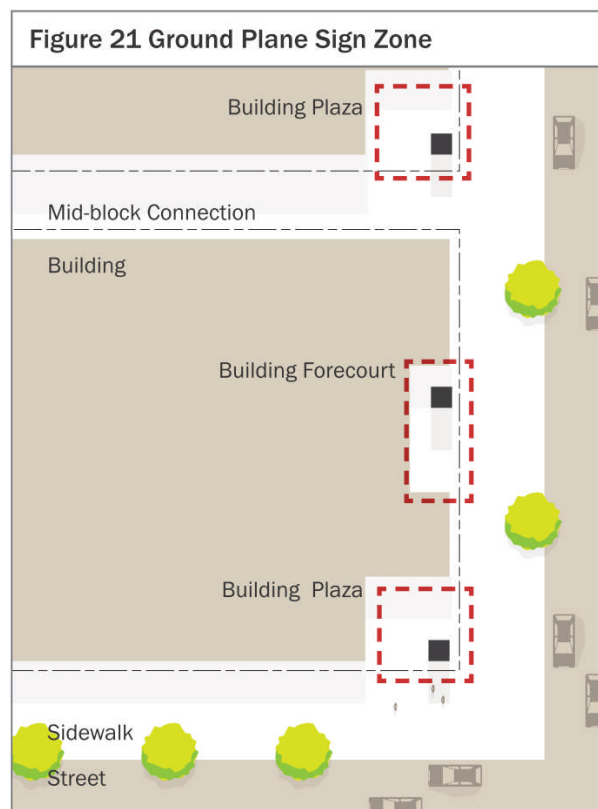
Figure 20 Tower Sign Zone



## .7 MacDonald Avenue – Sign Area Allocation

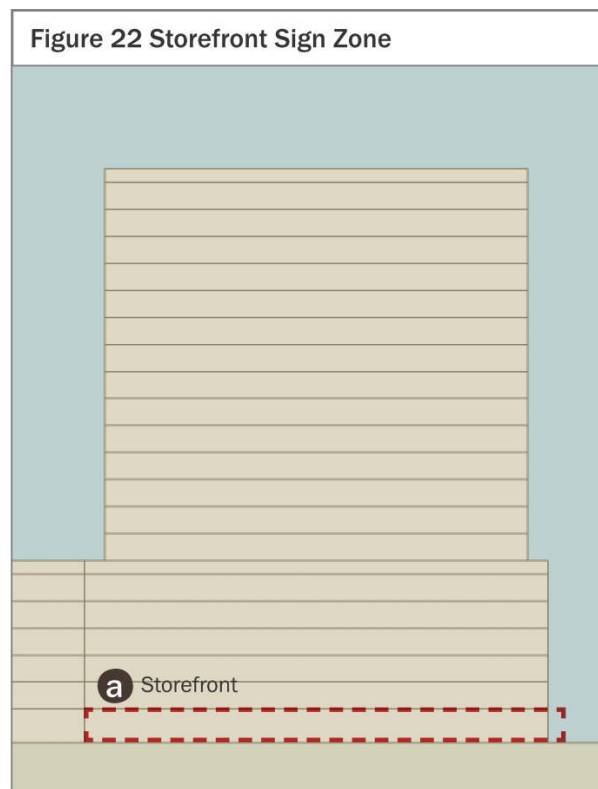
- (a) The regulations in Table 13 apply to signs in the MacDonald Avenue Corridor in the Ground Plane Zone.
- (b) The following signs are permitted: none.
- (c) The following signs are discretionary: Freestanding.

Table 13 – MacDonald Avenue, Ground Plane Sign Zone	
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	1m <sup>2</sup>
<b>Width</b>	1m
<b>Depth</b>	1m
<b>Sign Face Surface Area</b>	9m <sup>2</sup> *
<b>Height</b>	9m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	



- (d) The regulations in Table 14 apply to signs in the MacDonald Avenue Corridor in the Storefront Zone.
- (e) The following signs are permitted: Fascia, Blade, Awning, Window.

Table 14 – MacDonald Avenue, Storefront Sign Zone				
	maximum			
	<b>Fascia</b>	<b>Blade</b>	<b>Awning</b>	<b>Window</b>
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
* area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



- (f) The regulations in Table 15 apply to signs in the MacDonald Avenue Corridor in the Podium Zone.
- (g) The following signs are permitted: Fascia, Blade.

Table 15 – MacDonald Avenue, Podium Sign Zone		
	maximum	
	Fascia	Blade
	<b>a</b>	<b>b</b>
Width	30% of podium width	2m
Height	30% of podium height	height of podium
Sign Area	not applicable	sign width x height of podium x 2 (two sign faces)
Projection	0.2m	2.5m
Depth	not applicable	0.4m
Number	*	3**
Party	1st, 2nd, 3rd	1st, 2nd, 3rd
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

- (h) The regulations in Table 16 apply to signs in the MacDonald Avenue Corridor in the Tower Plane Zone.
- (i) The following signs are permitted: Tower Top Sign.

Table 16 – MacDonald Avenue, Tower Sign Zone	
	maximum
	Tower Top Sign
Width	12m
Height	4m
Sign Area	48m <sup>2</sup>
Projection	0.2m
Number	1*
Party	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

Figure 23 Podium Sign Zone

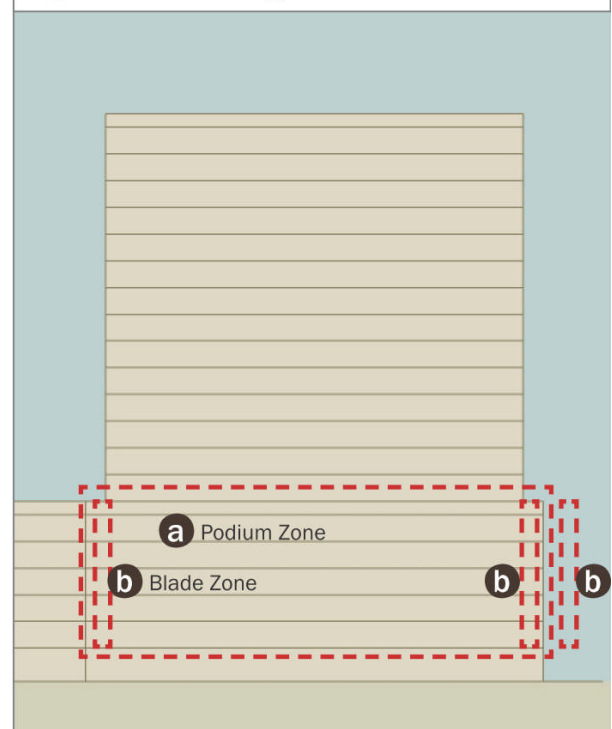
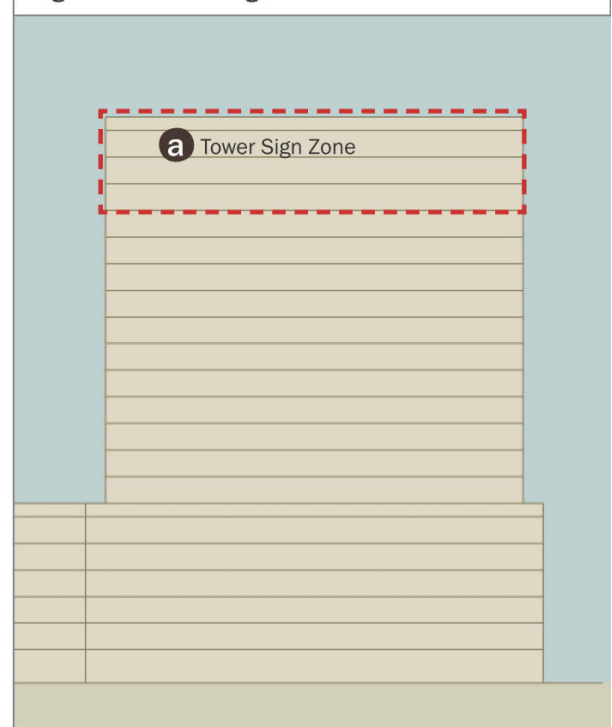


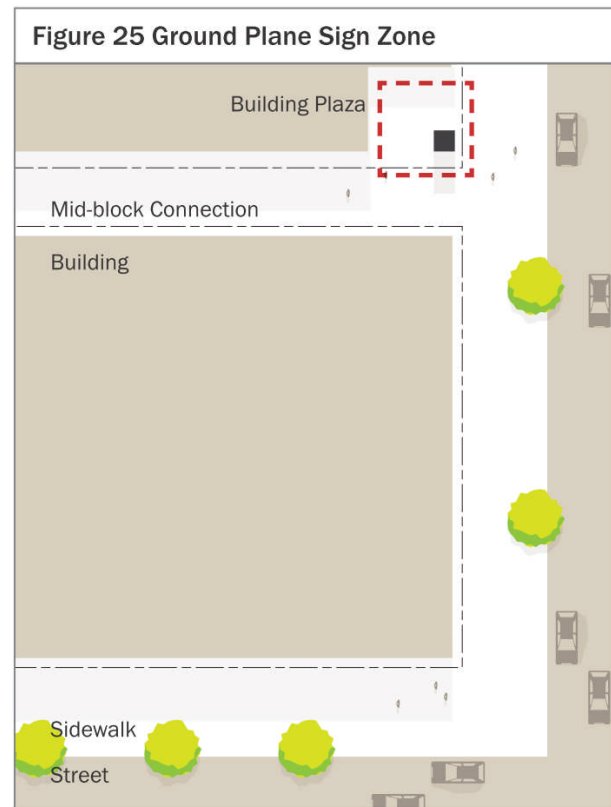
Figure 24 Tower Sign Zone



## .8 Main Street – Sign Area Allocation

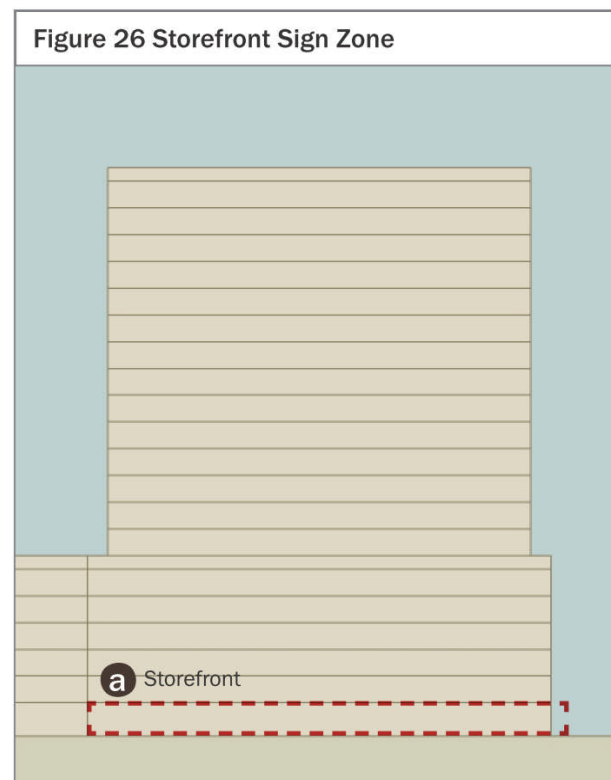
- (a) The regulations in Table 17 apply to signs in the Main Street Corridor in the Ground Plane Zone.
- (b) The following signs are permitted: Freestanding.

Table 17 – Main Street, Ground Plane Sign Zone	
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	1m <sup>2</sup>
<b>Width</b>	1m
<b>Depth</b>	1m
<b>Sign Face Surface Area</b>	2m <sup>2</sup> *
<b>Height</b>	2m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	
freestanding signs are limited to mid-block connections	



- (c) The regulations in Table 18 apply to signs in the Main Street Corridor in the Storefront Zone.
- (d) The following signs are permitted: Fascia, Blade, Awning, Window.

Table 18 – Main Street, Storefront Sign Zone				
	maximum			
	<b>Fascia</b>	<b>Blade</b>	<b>Awning</b>	<b>Window</b>
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
* area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



- (e) The regulations in Table 19 apply to signs in the Main Street Corridor in the Podium Zone.
- (f) The following signs are permitted: none.
- (g) The following signs are discretionary: Fascia, Blade.

Table 19 – Main Street, Podium Sign Zone		
	maximum	
	<b>Fascia</b>	<b>Blade</b>
	<b>a</b>	<b>b</b>
<b>Width</b>	20% of podium width	2m
<b>Height</b>	20% of podium height	height of podium
<b>Sign Area</b>	not applicable	sign width x height of podium x 2 (two sign faces)
<b>Projection</b>	0.2m	2.5m
<b>Depth</b>	not applicable	0.4m
<b>Number</b>	*	3**
<b>Party</b>	1st	1st
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

- (h) The regulations in Table 20 apply to signs in the Main Street Corridor in the Tower Plane Zone.
- (i) The following signs are permitted: Tower Top Sign.

Table 20 – Main Street, Tower Sign Zone	
	maximum
	<b>Tower Top Sign</b>
<b>Width</b>	12m
<b>Height</b>	4m
<b>Sign Area</b>	48m <sup>2</sup>
<b>Projection</b>	0.2m
<b>Number</b>	1*
<b>Party</b>	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

Figure 27 Podium Sign Zone

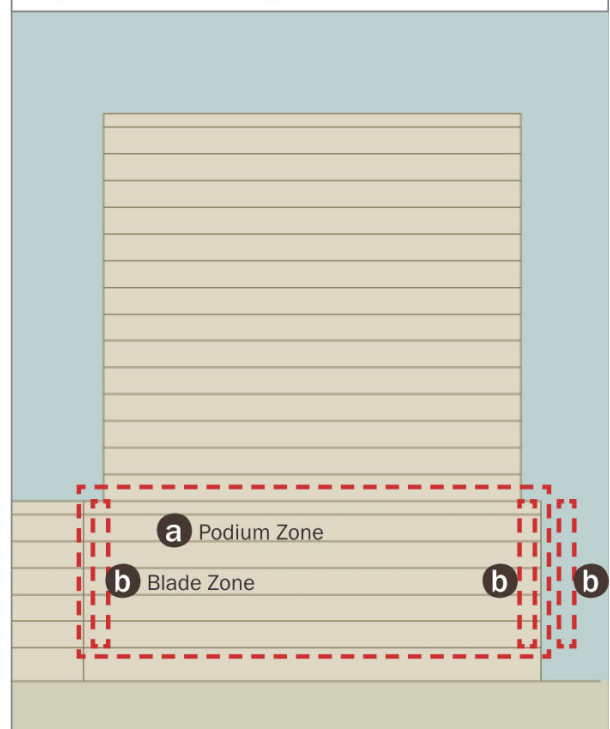
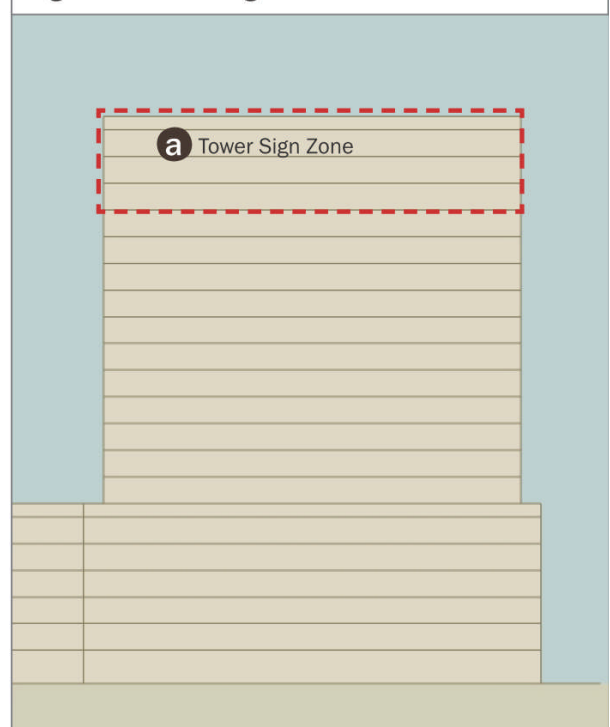


Figure 28 Tower Sign Zone

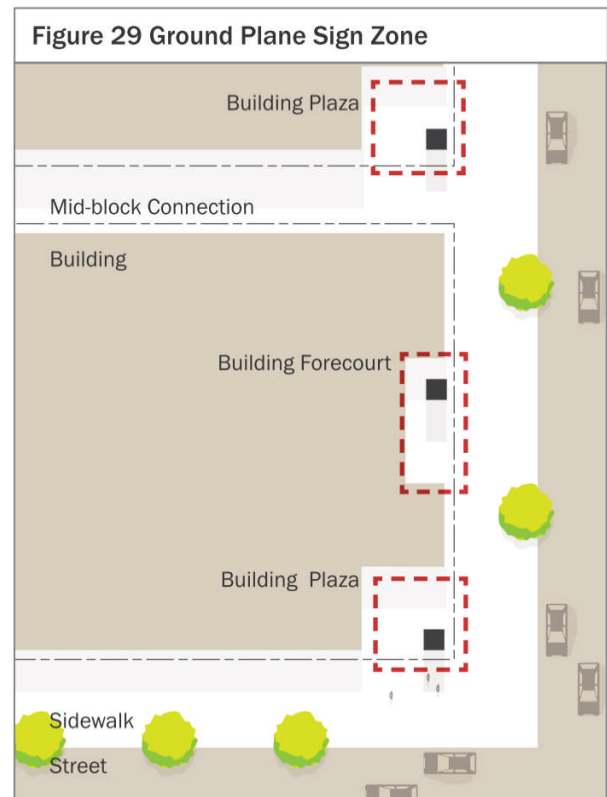


## .9 Franklin Re-Urbanization General – Sign Area Allocation

- (a) The regulations in Table 21 apply to signs in the Franklin Re-urbanization District in the Ground Plane Zone.
- (b) The following signs are permitted: Freestanding.

**Table 21 – Franklin Re-urbanization General, Ground Plane Sign Zone**

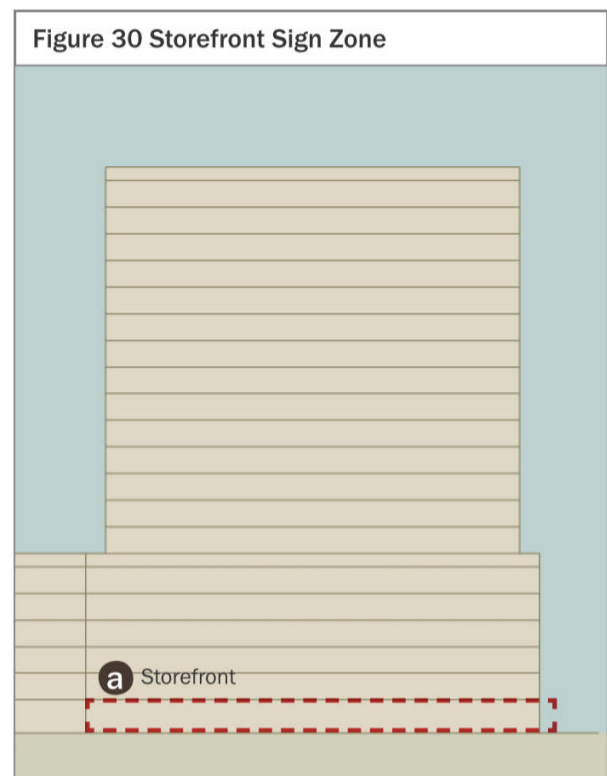
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	1m <sup>2</sup>
<b>Width</b>	1m
<b>Depth</b>	1m
<b>Sign Face Surface Area</b>	2m <sup>2</sup> *
<b>Height</b>	2m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	



- (c) The regulations in Table 22 apply to signs in the Franklin Re-urbanization in the Storefront Zone.
- (d) The following signs are permitted: Fascia, Blade, Awning, Window.

**Table 22 – Franklin Re-urbanization General, Storefront Sign Zone**

	maximum			
	<b>Fascia</b>	<b>Blade</b>	<b>Awning</b>	<b>Window</b>
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
* area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



- (e) The regulations in Table 23 apply to signs in the Franklin Re-urbanization in the Podium Zone.
- (f) The following signs are permitted: none.
- (g) The following signs are discretionary: Fascia, Blade.

**Table 23 – Franklin Re-urbanization General, Podium Sign Zone**

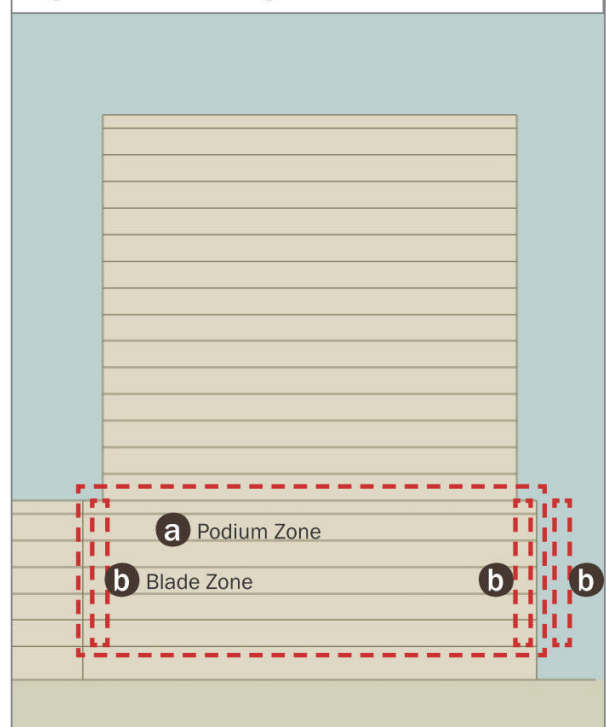
	Maximum	
	Fascia	Blade
	<b>a</b>	<b>b</b>
<b>Width</b>	10% of podium width	2m
<b>Height</b>	10% of podium height	height of podium
<b>Sign Area</b>	not applicable	sign width x height of podium x 2 (two sign faces)
<b>Projection</b>	0.2m	2.5m
<b>Depth</b>	not applicable	0.4m
<b>Number</b>	*	3**
<b>Party</b>	1 <sup>st</sup>	1st
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

- (h) The regulations in Table 24 apply to signs in the Franklin Re-urbanization in the Tower Plane Zone.
- (i) The following signs are permitted: Tower Top Sign.

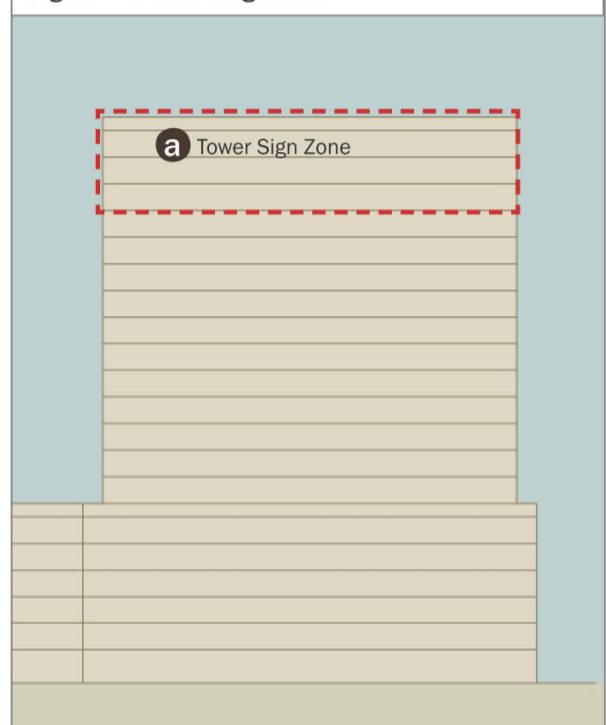
**Table 24 – Franklin Re-urbanization Zone, Tower Sign Zone**

	maximum
	Tower Top Sign
<b>Width</b>	8m
<b>Height</b>	3m
<b>Sign Area</b>	24m <sup>2</sup>
<b>Projection</b>	0.2m
<b>Number</b>	1*
<b>Party</b>	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

**Figure 31 Podium Sign Zone**



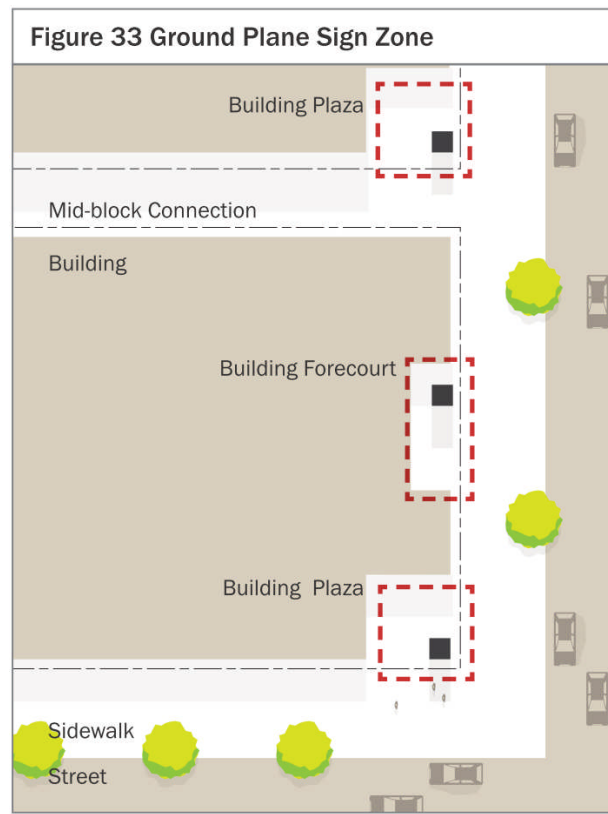
**Figure 32 Tower Sign Zone**



### .10 Franklin Avenue East – Sign Area Allocation

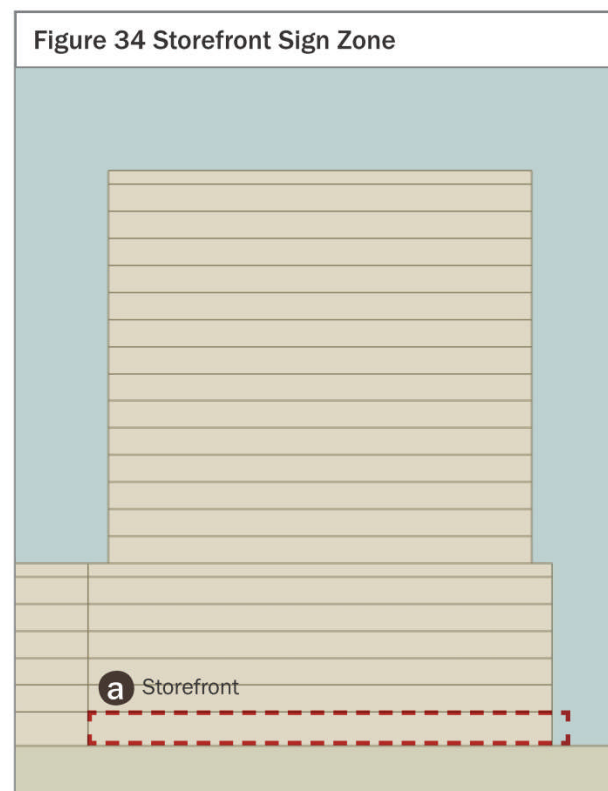
- (a) The regulations in Table 25 apply to signs in the Franklin Avenue East Corridor in the Ground Plane Zone.
- (b) The following signs are permitted: Freestanding.

Table 25 – Franklin Avenue East, Ground Plane Sign Zone	
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	2.25m <sup>2</sup>
<b>Width</b>	1.5m
<b>Depth</b>	1.5m
<b>Sign Face Surface Area</b>	7.55m <sup>2</sup> *
<b>Height</b>	5m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	



- (c) The regulations in Table 26 apply to signs in the Franklin Avenue East Corridor in the Storefront Zone.
- (d) The following signs are permitted: Fascia, Blade, Awning, Window.

Table 26 – Franklin Avenue East, Storefront Sign Zone				
	maximum			
	<b>Fascia</b>	<b>Blade</b>	<b>Awning</b>	<b>Window</b>
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
* area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



(e) The regulations in Table 27 apply to signs in the Franklin Avenue East Corridor in the Podium Zone.

(f) The following signs are discretionary: Fascia, Blade.

Table 27 – Franklin Avenue East, Podium Sign Zone		
	maximum	
	Fascia	Blade
	<b>a</b>	<b>b</b>
Width	20% of podium width	2m
Height	20% of podium height	height of podium
Sign Area	not applicable	sign width x height of podium x 2 (two sign faces)
Projection	0.2m	2.5m
Depth	not applicable	0.4m
Number	*	3**
Party	1st	1st
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

(g) The regulations in Table 28 apply to signs in the Franklin Avenue East Corridor in the Tower Plane Zone.

(h) The following signs are permitted: Tower Top Sign.

Table 28 – Franklin Avenue East, Tower Sign Zone	
	maximum
	Tower Top Sign
Width	8m
Height	3m
Sign Area	24m <sup>2</sup>
Projection	0.2m
Number	1*
Party	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

Figure 35 Podium Sign Zone

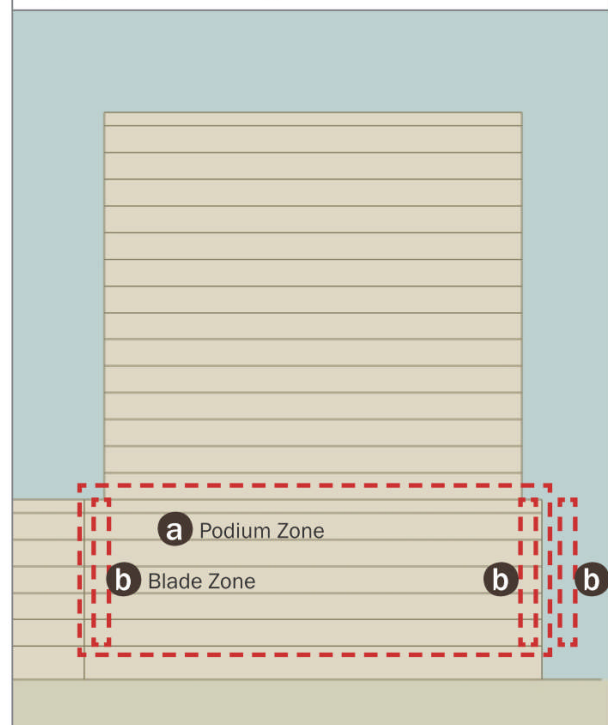
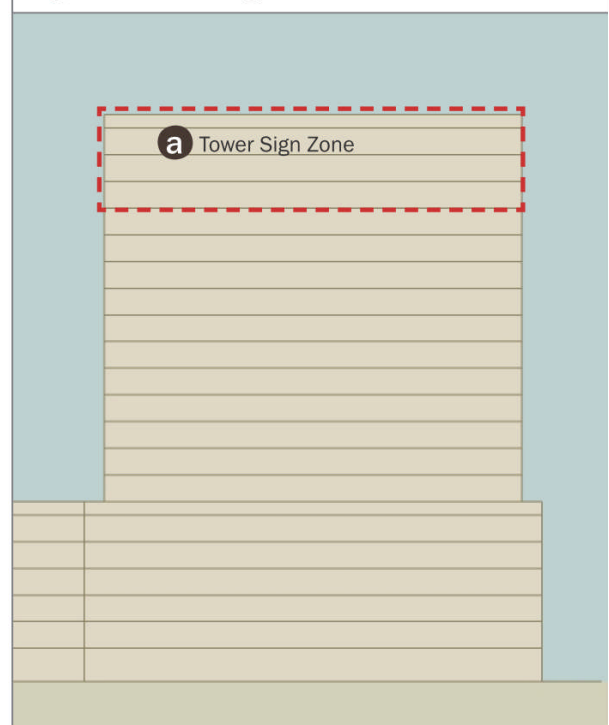


Figure 36 Tower Sign Zone

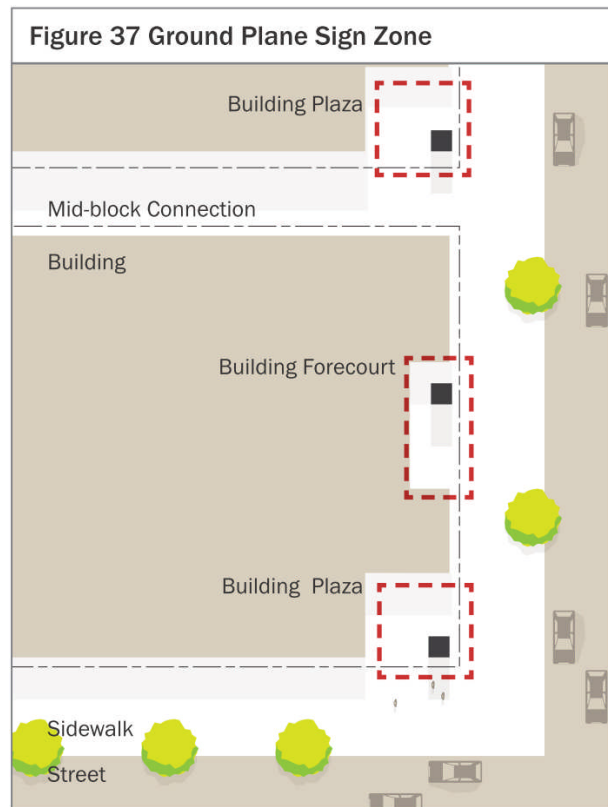


### .11 Central Business District Gateway Areas – Sign Area Allocation

- (a) The regulations in Table 29 apply to signs in the Gateway District in the Ground Plane Sign Zone.
- (b) The following signs are permitted: Freestanding.

**Table 29 – Central Business District Gateway Areas, Ground Plane Sign Zone**

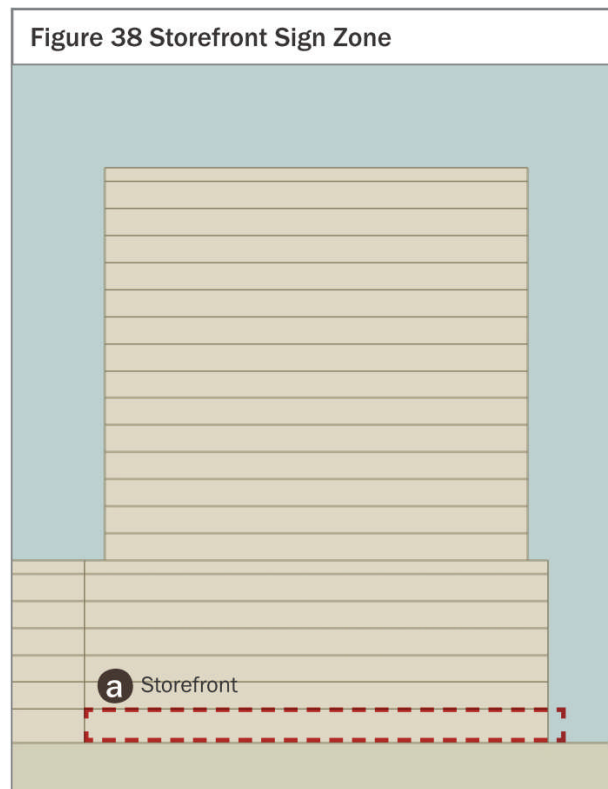
	maximum
	<b>Freestanding</b>
<b>Footprint</b>	1m <sup>2</sup>
<b>Width</b>	1m
<b>Depth</b>	1m
<b>Sign Face Surface Area</b>	2m <sup>2</sup> *
<b>Height</b>	2m
<b>Number</b>	1 per lot
<b>Party</b>	1st
* area per sign face	



- (c) The regulations in Table 30 apply to signs in the Gateway District in the Storefront Sign Zone.
- (d) The following signs are permitted: Fascia, Blade, Awning, Window.

**Table 30 – Central Business District Gateway Areas, Storefront Sign Zone**

	maximum			
	<b>Fascia</b>	<b>Blade</b>	<b>Awning</b>	<b>Window</b>
<b>Width</b>	2m	1.5m	1.5m	n/a
<b>Height</b>	1m	0.4m	0.4m	n/a
<b>Sign Area</b>	2m <sup>2</sup>	0.6m <sup>2</sup> *	0.6m <sup>2</sup>	40%
<b>Projection</b>	0.2m	2m	0.2m	n/a
<b>Clearance</b>	2.7m	2.7m	2.7m	n/a
<b>Number</b>	1**	1**	1**	1***
<b>Party</b>	1st	1st	1st	1st/ 2nd
* area per sign face				
** 1 sign per unit or per 10 linear metres				
*** 1 sign per storefront window				



(e) The regulations in Table 31 apply to signs in the Gateway District in the Podium Zone.

(f) The following signs are discretionary: Fascia, Blade.

<b>Table 31 – Central Business District Gateway Areas, Podium Sign Zone</b>		
	maximum	
	<b>Fascia</b>	<b>Blade</b>
	<b>a</b>	<b>b</b>
<b>Width</b>	20% of podium width	2m
<b>Height</b>	20% of podium height	height of podium
<b>Sign Area</b>	not applicable	sign width x height of podium x 2 (two sign faces)
<b>Projection</b>	0.2m	2.5m
<b>Depth</b>	not applicable	0.4m
<b>Number</b>	*	3**
<b>Party</b>	1st	1st
* 1 sign per 60 linear metres of street face		
** restricted to area within 3m of a street facing corner		

(g) The regulations in Table 32 apply to signs in the Gateway District in the Tower Plane Zone.

(h) The following signs are permitted: Tower Top Sign.

<b>Table 32 – Central Business District Gateway Areas, Tower Sign Zone</b>	
	maximum
	<b>Tower Top Sign</b>
<b>Width</b>	12m
<b>Height</b>	4m
<b>Sign Area</b>	48m <sup>2</sup>
<b>Projection</b>	0.2m
<b>Number</b>	1*
<b>Party</b>	1st
* one per building façade	
Tower Zone is limited to the top 25% of a building tower.	

Figure 39 Podium Sign Zone

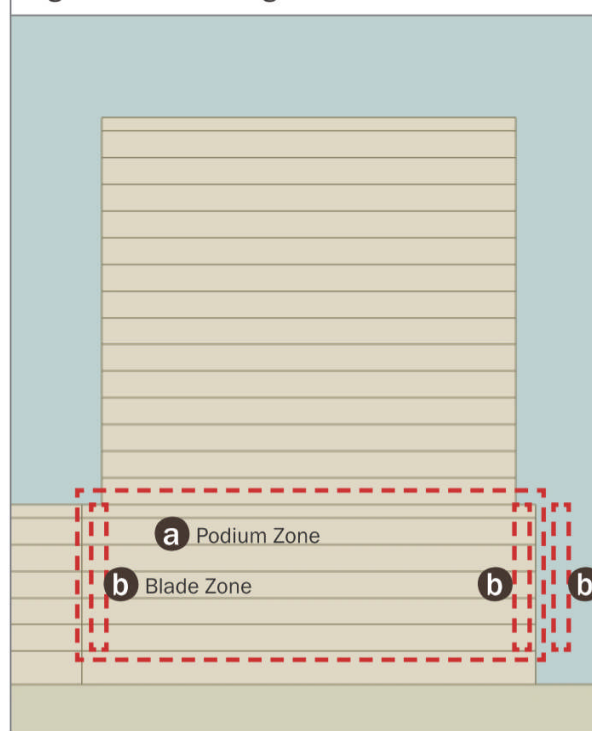
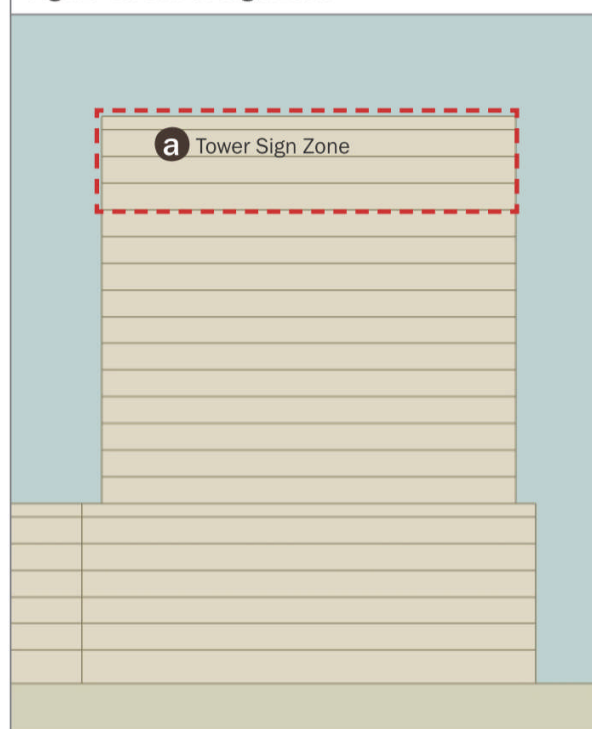


Figure 40 Tower Sign Zone



### 7C.3 Signage Design Regulations

*These regulations are more general in nature to address Signs design issues that are not readily addressed by specific regulations*

- (a) **Overall design of Signs.** Signs should relate well to Buildings and enhance their architectural features with careful attention to detail, materials, size and location. Signs should complement the desired character of the Corridors, Districts and Zones as set out in Section 5 of the City Centre Area Redevelopment Plan, Bylaw No. 12/003, as well as the Building and Landscape Frontage type of the development. Signs should be considered as an integral part of the entire design of the Site and the Building and should be well integrated with building elements and site elements. While being oriented to an audience moving quickly in an automobile, Signs should be scaled and designed to relate well to people who may be walking by or cycling. Signs should be permanent in nature and convey a sense of permanence for the uses they advertise.
- (b) **Location of Signs.** Signs should be located where they enhance and contribute to the desired character of the Corridor, District and Zone, set out in Section 5 of the City Centre Area Redevelopment Plan, Bylaw No. 12/003, and where they are effectively integrated and coordinated with the Building and Landscape Frontage type for the Development. The location of Signs should be designed to consider the cumulative effect of all Signs on the Site, and the surrounding area or corridor, not just the effect of the individual Sign. Signs should be located on same Site or Building as the use to which the Signs relate.
- (c) **Size of Signs.** The size of Signs should fit with the desired character of the Corridor, District and Zone set out in Section 5 of the City Centre Area Redevelopment Plan, Bylaw No. 12/003. The size of Signs should be designed to consider the cumulative effect of all Signs on the Site, and the surrounding area or corridor, not just the effect of the individual Sign. The size of Signs should be considered in relation to the size of other Signs in the vicinity, and not be overly dominant.
- (d) **Material, colour and lighting of Signs.** The material and colour of the casing, framing housing and background Sign Area (the areas not directly covered by letters or numbers) should be coordinated to be complementary with material and colour of the Buildings on the Site where the Sign is located. The lighting for the Sign should be designed to fit with the lighting for the building and the desired character of the Corridor, District and Zone, set out in Section 5 of the City Centre Area Redevelopment Plan, Bylaw No. 12/003.

**Subject: 2013 Debenture Borrowing for New and Previously Approved Capital Projects****APPROVALS:**

Kola Oladimeji, Director  
Elsie Hutton, Chief Financial Officer  
Glen Laubenstein, Chief Administrative Officer

**Administrative Recommendation(s):**

1. That Bylaw No. 13/006, being a debenture borrowing bylaw amendment for the Lift Station Upgrades project, be read a first time.
2. That Bylaw No. 13/007, being a debenture borrowing bylaw for fourteen capital projects approved in the 2013 Capital Budget, be read a first time.
3. That Bylaw No. 13/008, being a debenture borrowing bylaw for seven capital projects approved in the 2013 Capital Budget, be read a first time.
4. That Bylaw No. 13/009, being a debenture borrowing bylaw for Land Acquisition 2013-2014 project, be read a first time.

**Summary:**

Approval of debenture bylaws is required to proceed with projects approved through the Capital budget process. In accordance with Section 251 of the *Municipal Government Act*, Council approval is required for any borrowing.

**Background:**

Twenty-nine projects identifying debenture borrowing as a source of funding were approved by Council as part of the 2013 Capital Budget on December 11, 2012. Debenture borrowing for six projects had been previously approved. The debenture borrowing for the Lift Station Upgrades (South) project, which had been previously approved, is now subject to amendment due to project cost increases while the remaining new twenty-two projects are being presented to Council the first time for approval of debenture borrowing.

The twenty-two new projects requiring debenture borrowing have been grouped into composite bylaws based on the duration or term of the bylaw. This is for efficient administration and it is typical of large municipalities to have several projects covered in a single debenture bylaw.

**Budget/Financial Implications:**

A total of \$410,498,588 in debenture borrowing, ranging from 10 – 25 years duration, is required for the proposed projects. Annual debt service payment of \$30,684,052 is estimated for the first

ten years. This reduces afterwards as projects with a repayment term of ten years would have been fully repaid thereby leaving only projects with a repayment plan greater than ten years. There are no changes to project costs from what has been previously approved by Council and as such there are no changes to budgeted and projected debt ratios.

Estimated debt service consist of principal and interest repayment and based on December 1, 2012 interest rates from the Alberta Capital Finance Authority. Actual interest rates will be applicable rates when debt is drawn.

### **Rationale for Recommendations:**

Section 251 of the *Municipal Government Act* requires that a borrowing bylaw be advertised when the term of borrowing for financing a capital project exceeds five years. Various capital projects approved in the 2013 Capital Budget identifying debenture as a source of funding require terms of borrowing greater than five years and are therefore subject to advertisement.

The impacted projects were approved through the 2013 Capital Budget process and identified debenture borrowing as a source of funding. If debenture borrowing is not approved, the projects cannot proceed as planned. Debenture funds are drawn by the Municipality only once a project commences and funds have been committed or expended, therefore, no costs are incurred if a project is delayed, does not proceed as planned or sufficient cash is available as an interim funding source.

### **Attachments:**

1. Bylaw No. 13/006.
2. Bylaw No. 13/007.
3. Bylaw No. 13/008.
4. Bylaw No. 13/009.
- 5 – 27. Amortization schedules of projects requiring debentures bylaw approval.

**BYLAW NO. 13/006**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND BYLAW NO. 08/017 – DEBENTURE BORROWING BYLAW FOR THE LIFT STATION UPGRADES (SOUTH) PROJECT.**

**WHEREAS** the Council of the Regional Municipality of Wood Buffalo has passed Bylaw No. 08/017 authorizing the issuance of a debenture of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) in respect of the project known as the Lift Station Upgrades (South), the total cost of which was estimated to be TEN MILLION, FIVE HUNDRED THOUSAND DOLLARS, (\$10,500,000);

**AND WHEREAS** the Council of the Regional Municipality of Wood Buffalo wishes to increase the amount of borrowing authorized in respect of the aforesaid project;

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

1. The purpose of this Bylaw is to authorize additional borrowing to finance the cost of the Lift Station Upgrades (South) Project (the “Project”);
2. The authorized expenditure for the Project shall increase from TEN MILLION, FIVE HUNDRED THOUSAND DOLLARS, (\$10,500,000) to SIXTEEN MILLION, THREE HUNDRED THIRTY ONE THOUSAND, SIX HUNDRED EIGHTY (\$16,331,680);
3. That for the purpose of the Project, borrowing in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) authorized by Bylaw No. 08/017 is hereby increased by SIX MILLION (\$6,000,000) to SIX MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000) as per the attached Schedule A;
4. The maximum rate of interest of the borrowing hereby authorized shall not exceed the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing.
5. The term of the borrowing hereby authorized will be the same as authorized by Bylaw No. 08/017, ten (10) years;
6. The terms of repayment of the borrowing authorized hereby will be the same as Bylaw No. 08/017, either annual or semi-annual payments;
7. The sources of money to be used to pay the principal and interest owing under the borrowing hereby authorized will be the same as those authorized under Bylaw No. 08/017;
8. Bylaw No. 08/017 is hereby amended in accordance with the terms of this amending bylaw;

9. This amending Bylaw shall be advertised in accordance with requirements of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended;
10. This Bylaw shall be passed and become effective when it has received a third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

S/N	Total Project budget (all years) Municipal portion (\$)	Project Name	New Debenture Amount (\$)	Debenture Amount Previously Approved (\$)	Additional/ Reduced Amount Required (\$)	Debt service* \$	Duration/term
1	16,331,680	Lift Station Upgrades (South)	6,500,000	500,000	6,000,000	731,215	10
	<b>16,331,680</b>	<b>Total</b>	<b>6,500,000</b>	<b>500,000</b>	<b>6,000,000</b>	<b>731,215</b>	



**BYLAW NO. 13/007**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE INCURRENCE OF AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF TWO HUNDRED SIXTY-EIGHT MILLION, THREE HUNDRED FIFTY THOUSAND, TWO HUNDRED SIXTY-SIX DOLLARS (\$268,350,266) FOR THE PURPOSE OF FUNDING FOURTEEN CAPITAL PROJECTS APPROVED IN THE 2013 CAPITAL BUDGET**

**WHEREAS** the Council of the Regional Municipality of Wood Buffalo has decided to issue a Bylaw pursuant to Section 258 of the *Municipal Government Act* to authorize the financing, responsibility and completion of various capital projects;

**WHEREAS** the Regional Municipality of Wood Buffalo has developed plans, specifications and estimates for the projects and confirms the total cost of the projects listed below is three hundred seventeen million, five hundred ten thousand, ninety-six dollars (\$317,510,096) as per the attached Schedule A:

**WHEREAS** in order to complete the listed projects, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of two hundred sixty-eight million, three hundred fifty thousand, two hundred sixty-six dollars (\$268,350,266), for a period not to exceed twenty (20) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw;

	<b>Project Name</b>	<b>Debenture Financing (\$)</b>
1	Lower Townsite 4 Way Chamber - Construction	5,000,000
2	Conklin Multiplex – Construction	41,000,000
3	Fort Chipewyan Swimming Pool - Construction	6,000,000
4	Safety/Security Facility - City Centre Construction	18,266,540
5	Water / Waste - City Centre Construction	6,179,936
6	Jubilee Centre/McMurray Experience Construction	18,045,019
7	Performing and Visual Arts Center Pre-Construction	29,449,345
8	Sports & Entertainment Arena - Pre-Construction	25,746,331
9	MacDonald Island Bridge Construction	67,073,670
10	Rural Infrastructure Rehabilitation	12,500,000
11	Regional Landfill -Lateral Expansion of Cells 1, 2&3	5,700,000
12	Southwest Water Supply Line - Design	5,000,000
13	MacDonald Island Utility Expansion Construction	19,000,000
14	MacDonald Island Bridge Pre-Construction	9,389,425
	<b>Total</b>	<b>268,350,266</b>

**WHEREAS** the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2012 is three hundred forty-seven million, three hundred sixty-eight thousand, six hundred fifty-nine dollars (\$347,368,659) and no part of the principal or interest is in arrears;

**WHEREAS** the estimated lifetime of the projects financed under this bylaw is equal to twenty (20) years;

**AND WHEREAS** all required approvals for the projects have been obtained and the project are in compliance with all Acts and Regulations of the Province of Alberta;

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

1. That for the purpose of completing the fourteen (14) capital projects listed above, the sum of TWO HUNDRED SIXTY-EIGHT MILLION, THREE HUNDRED FIFTY THOUSAND, TWO HUNDRED SIXTY-SIX DOLLARS (\$268,350,266) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution, by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of TWO HUNDRED SIXTY-EIGHT MILLION, THREE HUNDRED FIFTY THOUSAND, TWO HUNDRED SIXTY-SIX DOLLARS (\$268,350,266) is to be paid by the Regional Municipality of Wood Buffalo at large.
2. The authorized officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purposes as authorized by this Bylaw.
3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed twenty (20) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing.
4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The indebtedness shall be contracted on the credit and security of the Municipality.
6. The net amount borrowed for each project under this bylaw shall be applied only to the individual project specified within this bylaw.
7. In the event that any one project is changed or cancelled, the status of the remaining projects noted in this bylaw shall remain unaffected.

8. This bylaw shall be passed and become effective when it has received third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

S/N	Total Project budget (all years) Municipal portion (\$)	Project Name	New Debenture Amount (\$)	Debenture Amount Previously Approved (\$)	Additional/ Reduced Amount Required (\$)	Debt service* \$	Duration/term
1	13,000,000	Lower Townsite 4 Way Chamber - Construction	5,000,000	-	5,000,000	336,079	20
2	50,000,000	Conklin Multiplex - Construction	41,000,000	-	41,000,000	2,755,844	20
3	13,000,000	Fort Chipewyan Swimming Pool - Construction	6,000,000	-	6,000,000	403,294	20
4	29,239,136	Safety/Security Facility - City Centre Construction	18,266,540	-	18,266,540	1,227,798	20
5	7,867,170	Water / Waste - City Centre Construction	6,179,936	-	6,179,936	415,389	20
6	18,045,019	Jubilee Centre/McMurray Experience Construction	18,045,019	-	18,045,019	1,212,909	20
7	29,449,345	Performing and Visual Arts Center Pre-Construction	29,449,345	-	29,449,345	1,979,459	20
8	25,746,331	Sports & Entertainment Arena - Pre-Construction	25,746,331	-	25,746,331	1,730,558	20
9	67,073,670	MacDonald Island Bridge Construction	67,073,670	-	67,073,670	4,508,404	20
10	25,000,000	Rural Infrastructure Rehabilitation	12,500,000	-	12,500,000	840,196	20
11	5,700,000	Regional Landfill -Lateral Expansion of Cells 1,2&3	5,700,000	-	5,700,000	383,130	20
12	5,000,000	Southwest Water Supply Line - Design	5,000,000	-	5,000,000	336,079	20
13	19,000,000	MacDonald Island Utility Expansion Construction	19,000,000	-	19,000,000	1,277,098	20
14	9,389,425	MacDonald Island Bridge Pre-Construction	9,389,425	-	9,389,425	631,117	20
<b>Total</b>			<b>268,350,266</b>	<b>-</b>	<b>268,350,266</b>	<b>18,037,353</b>	

**BYLAW NO. 13/008**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE INCURRENCE OF AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURES IN THE AMOUNT OF SEVENTY-THREE MILLION, SIX HUNDRED SIXTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-TWO DOLLARS (\$73,668,322) FOR THE PURPOSE OF FUNDING SEVEN CAPITAL PROJECTS APPROVED IN THE 2013 CAPITAL BUDGET**

**WHEREAS** the Council of the Regional Municipality of Wood Buffalo has decided to issue a bylaw pursuant to Section 258 of the *Municipal Government Act* to authorize the financing, responsibility and completion of various capital projects;

**WHEREAS** the Regional Municipality of Wood Buffalo has developed plans, specifications and estimates for the projects and confirms the total cost of the projects listed below is eighty-five million, two hundred and twelve thousand, four hundred and twenty-four dollars (\$85,212,424) as per the attached Schedule A;

**WHEREAS** in order to complete the listed projects, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of seventy three million, six hundred sixty-eight thousand, three hundred twenty-two dollars (\$73,668,322), for a period not to exceed ten (10) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw;

<b>Project Name</b>	<b>Debenture Financing (\$)</b>
1. Fort Chipewyan Richardson River Bridge Replacement - Construction	4,300,000
2. Business Incubator Construction - City Centre	10,906,143
3. Arts and Events - City Centre	6,523,943
4. Snyeside Park System - Construction	37,864,783
5. Central Business District Streetscape - City Centre	6,240,204
6. Surface Parking Relocation/Improvements - Construction	4,733,249
7. Fort Chipewyan Landfill Public Drop-Off Area Construction & Lateral Expansion of Cell 1	3,100,000
<b>Total</b>	<b>73,668,322</b>

**WHEREAS** the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2012 is three hundred and forty-seven million, three hundred sixty-eight thousand, six hundred fifty-nine dollars (\$347,368,659) and no part of the principal or interest is in arrears;

**WHEREAS** the estimated lifetime of the projects financed under this bylaw is Ten (10) years;

**AND WHEREAS** all required approvals for the projects have been obtained and the projects are in compliance with all Acts and Regulations of the Province of Alberta;

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

1. That for the purpose of completing seven (7) capital projects listed below and as per attached schedule 13/002 , the sum of SEVENTY-THREE MILLION, SIX HUNDRED SIXTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-TWO DOLLARS (\$73,668,322) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution, by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of SEVENTY-THREE MILLION, SIX HUNDRED SIXTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-TWO DOLLARS (\$73,668,322) is to be paid by the Regional Municipality of Wood Buffalo at large.
2. The authorized officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this Bylaw.
3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed ten (10) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing.
4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The indebtedness shall be contracted on the credit and security of the Municipality.
6. The net amount borrowed for each project under this bylaw shall be applied only to the individual project specified within this bylaw.
7. In the event that any one project is changed or cancelled, the status of the remaining projects noted in this bylaw shall remain unaffected.
8. This bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

S/N	Total Project budget (all years) Municipal portion (\$)	Project Name	New Debenture Amount (\$)	Debt Amount Previously Approved (\$)	Additional/ Reduced Amount Required (\$)	Debt service* \$	Duration/term
1	4,300,000	Fort Chipewyan Richardson River Bridge Replacement - Const.	4,300,000	-	4,300,000	483,727	10
2	14,791,724	Business Incubator Construction - City Centre	10,906,143	-	10,906,143	1,226,883	10
3	8,023,943	Arts and Events - City Centre	6,523,943	-	6,523,943	733,909	10
4	37,864,783	Snyeside Park System - Construction	37,864,783	-	37,864,783	4,259,586	10
5	10,240,204	Central Business District Streetscape - City Centre	6,240,204	-	6,240,204	701,990	10
6	6,891,770	Surface Parking Relocation/Improvements - Construction	4,733,249	-	4,733,249	532,465	10
7	3,100,000	Fort Chipewyan Landfill Public Drop-Off Area Construction & Lateral Expansion of Cell 1	3,100,000	-	3,100,000	348,733	10
	<b>85,212,424</b>	<b>Total</b>	<b>73,668,322</b>	<b>-</b>	<b>73,668,322</b>	<b>8,287,293</b>	

**BYLAW NO. 13/009**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AUTHORIZE THE INCURRENCE OF AN INDEBTEDNESS BY THE ISSUANCE OF DEBENTURE IN THE AMOUNT OF SIXTY-TWO MILLION, FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$62,480,000) FOR THE PURPOSE OF FUNDING THE LAND ACQUISITION 2013-2014 PROJECT.**

**WHEREAS** the Council of the Regional Municipality of Wood Buffalo has decided to issue a Bylaw pursuant to Section 258 of the *Municipal Government Act* to authorize the financing, undertaking and completion of the Land Acquisition 2013 – 2014 project;

**WHEREAS** the Regional Municipality of Wood Buffalo has made plans, specifications and estimates for the project and confirms the total cost of the Land Acquisition 2013-2014 project is one hundred and eight million, four hundred and eighty thousand dollars (\$108,480,000) as per the attached Schedule A;

**WHEREAS** in order to complete the said project, it will be necessary for the Regional Municipality of Wood Buffalo to borrow the sum of sixty-two million, four hundred and eighty thousand dollars (\$62,480,000), for a period not to exceed twenty (25) years, from the Alberta Capital Finance Authority or another authorized financial institution, by the issuance of debentures and on the terms and conditions referred to in this bylaw;

**WHEREAS** the principal amount of the outstanding debt of the Regional Municipality of Wood Buffalo at December 31, 2012 is three hundred and forty-seven million, three hundred and sixty-eight thousand, six hundred and fifty-nine dollars (\$347,368,659) and no part of the principal or interest is in arrears;

**WHEREAS** the estimated lifetime of the project financed under this bylaw is twenty five (25) years;

**AND WHEREAS** all required approvals for the project have been obtained and the project is in compliance with all Acts and Regulations of the Province of Alberta;

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

1. That for the purpose of Land Acquisition 2013-2014, the sum of SIXTY-TWO MILLION, FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$62,480,000) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution, by way of debenture on the credit and security of the Regional Municipality of Wood Buffalo at large, of which amount the full sum of SIXTY-TWO MILLION, FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$62,480,000) is to be paid by the Regional Municipality of Wood Buffalo at large.

2. The authorized officers of the Municipality are hereby authorized to issue debentures on behalf of the Municipality for the amount and purpose as authorized by this bylaw.
3. The Municipality shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed twenty-five (25) years calculated at a rate not exceeding the interest rate fixed by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing.
4. The Municipality shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The indebtedness shall be contracted on the credit and security of the Municipality.
6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
7. This bylaw shall be passed and become effective when it has received a third reading and been signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

S/N	Total Project budget (all years)		Project Name	New Debenture Amount (\$)	Debenture Amount Previously Approved (\$)	Additional/ Reduced Amount Required (\$)	Debt service* \$	Duration/term
	Municipal portion (\$)							
1	108,480,000		Land Acquisition 2013-2014	62,480,000	-	62,480,000	3,628,191	25
	<b>108,480,000</b>		<b>Total</b>	<b>62,480,000</b>	<b>-</b>	<b>62,480,000</b>	<b>3,628,191</b>	



**Sample Debenture Amortization Schedule**

Lift Station Upgrades

*Principal	\$6,500,000.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$731,215.27

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$6,500,000.00
1	\$6,500,000.00	\$588,215.27	\$143,000.00	\$731,215.27	\$5,911,784.73
2	\$5,911,784.73	\$601,156.00	\$130,059.26	\$731,215.27	\$5,310,628.73
3	\$5,310,628.73	\$614,381.44	\$116,833.83	\$731,215.27	\$4,696,247.29
4	\$4,696,247.29	\$627,897.83	\$103,317.44	\$731,215.27	\$4,068,349.47
5	\$4,068,349.47	\$641,711.58	\$89,503.69	\$731,215.27	\$3,426,637.89
6	\$3,426,637.89	\$655,829.23	\$75,386.03	\$731,215.27	\$2,770,808.65
7	\$2,770,808.65	\$670,257.48	\$60,957.79	\$731,215.27	\$2,100,551.17
8	\$2,100,551.17	\$685,003.14	\$46,212.13	\$731,215.27	\$1,415,548.03
9	\$1,415,548.03	\$700,073.21	\$31,142.06	\$731,215.27	\$715,474.82
10	\$715,474.82	\$715,474.82	\$15,740.45	\$731,215.27	\$0.00

	Principal	Interest	Payment
Total	\$6,500,000.00	\$812,152.68	\$7,312,152.68

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Lower Townsite 4 Way Chamber - Construction

*Principal	\$5,000,000.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$336,078.54

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$5,000,000.00
1	\$5,000,000.00	\$186,078.54	\$150,000.00	\$336,078.54	\$4,813,921.46
2	\$4,813,921.46	\$191,660.89	\$144,417.64	\$336,078.54	\$4,622,260.57
3	\$4,622,260.57	\$197,410.72	\$138,667.82	\$336,078.54	\$4,424,849.85
4	\$4,424,849.85	\$203,333.04	\$132,745.50	\$336,078.54	\$4,221,516.80
5	\$4,221,516.80	\$209,433.03	\$126,645.50	\$336,078.54	\$4,012,083.77
6	\$4,012,083.77	\$215,716.02	\$120,362.51	\$336,078.54	\$3,796,367.75
7	\$3,796,367.75	\$222,187.51	\$113,891.03	\$336,078.54	\$3,574,180.24
8	\$3,574,180.24	\$228,853.13	\$107,225.41	\$336,078.54	\$3,345,327.11
9	\$3,345,327.11	\$235,718.72	\$100,359.81	\$336,078.54	\$3,109,608.38
10	\$3,109,608.38	\$242,790.29	\$93,288.25	\$336,078.54	\$2,866,818.10
11	\$2,866,818.10	\$250,074.00	\$86,004.54	\$336,078.54	\$2,616,744.10
12	\$2,616,744.10	\$257,576.21	\$78,502.32	\$336,078.54	\$2,359,167.89
13	\$2,359,167.89	\$265,303.50	\$70,775.04	\$336,078.54	\$2,093,864.39
14	\$2,093,864.39	\$273,262.61	\$62,815.93	\$336,078.54	\$1,820,601.78
15	\$1,820,601.78	\$281,460.48	\$54,618.05	\$336,078.54	\$1,539,141.30
16	\$1,539,141.30	\$289,904.30	\$46,174.24	\$336,078.54	\$1,249,237.00
17	\$1,249,237.00	\$298,601.43	\$37,477.11	\$336,078.54	\$950,635.57
18	\$950,635.57	\$307,559.47	\$28,519.07	\$336,078.54	\$643,076.10
19	\$643,076.10	\$316,786.26	\$19,292.28	\$336,078.54	\$326,289.84
20	\$326,289.84	\$326,289.84	\$9,788.70	\$336,078.54	\$0.00
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		Principal	Interest	Payment	
Total		\$5,000,000.00	\$1,721,570.76	\$6,721,570.76	

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Conklin Multiplex - Construction

*Principal	\$41,000,000.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$2,755,844.01

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$41,000,000.00
1	\$41,000,000.00	\$1,525,844.01	\$1,230,000.00	\$2,755,844.01	\$39,474,155.99
2	\$39,474,155.99	\$1,571,619.33	\$1,184,224.68	\$2,755,844.01	\$37,902,536.66
3	\$37,902,536.66	\$1,618,767.91	\$1,137,076.10	\$2,755,844.01	\$36,283,768.74
4	\$36,283,768.74	\$1,667,330.95	\$1,088,513.06	\$2,755,844.01	\$34,616,437.80
5	\$34,616,437.80	\$1,717,350.88	\$1,038,493.13	\$2,755,844.01	\$32,899,086.92
6	\$32,899,086.92	\$1,768,871.40	\$986,972.61	\$2,755,844.01	\$31,130,215.51
7	\$31,130,215.51	\$1,821,937.55	\$933,906.47	\$2,755,844.01	\$29,308,277.97
8	\$29,308,277.97	\$1,876,595.67	\$879,248.34	\$2,755,844.01	\$27,431,682.30
9	\$27,431,682.30	\$1,932,893.54	\$822,950.47	\$2,755,844.01	\$25,498,788.75
10	\$25,498,788.75	\$1,990,880.35	\$764,963.66	\$2,755,844.01	\$23,507,908.40
11	\$23,507,908.40	\$2,050,606.76	\$705,237.25	\$2,755,844.01	\$21,457,301.65
12	\$21,457,301.65	\$2,112,124.96	\$643,719.05	\$2,755,844.01	\$19,345,176.68
13	\$19,345,176.68	\$2,175,488.71	\$580,355.30	\$2,755,844.01	\$17,169,687.97
14	\$17,169,687.97	\$2,240,753.37	\$515,090.64	\$2,755,844.01	\$14,928,934.60
15	\$14,928,934.60	\$2,307,975.97	\$447,868.04	\$2,755,844.01	\$12,620,958.63
16	\$12,620,958.63	\$2,377,215.25	\$378,628.76	\$2,755,844.01	\$10,243,743.37
17	\$10,243,743.37	\$2,448,531.71	\$307,312.30	\$2,755,844.01	\$7,795,211.66
18	\$7,795,211.66	\$2,521,987.66	\$233,856.35	\$2,755,844.01	\$5,273,224.00
19	\$5,273,224.00	\$2,597,647.29	\$158,196.72	\$2,755,844.01	\$2,675,576.71
20	\$2,675,576.71	\$2,675,576.71	\$80,267.30	\$2,755,844.01	\$0.00
		Principal	Interest	Payment	
Total		\$41,000,000.00	\$14,116,880.23	\$55,116,880.23	

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Fort Chipewyan Swimming Pool - Construction

*Principal	\$6,000,000.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$403,294.25

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$6,000,000.00
1	\$6,000,000.00	\$223,294.25	\$180,000.00	\$403,294.25	\$5,776,705.75
2	\$5,776,705.75	\$229,993.07	\$173,301.17	\$403,294.25	\$5,546,712.68
3	\$5,546,712.68	\$236,892.87	\$166,401.38	\$403,294.25	\$5,309,819.82
4	\$5,309,819.82	\$243,999.65	\$159,294.59	\$403,294.25	\$5,065,820.17
5	\$5,065,820.17	\$251,319.64	\$151,974.60	\$403,294.25	\$4,814,500.52
6	\$4,814,500.52	\$258,859.23	\$144,435.02	\$403,294.25	\$4,555,641.29
7	\$4,555,641.29	\$266,625.01	\$136,669.24	\$403,294.25	\$4,289,016.29
8	\$4,289,016.29	\$274,623.76	\$128,670.49	\$403,294.25	\$4,014,392.53
9	\$4,014,392.53	\$282,862.47	\$120,431.78	\$403,294.25	\$3,731,530.06
10	\$3,731,530.06	\$291,348.34	\$111,945.90	\$403,294.25	\$3,440,181.72
11	\$3,440,181.72	\$300,088.79	\$103,205.45	\$403,294.25	\$3,140,092.92
12	\$3,140,092.92	\$309,091.46	\$94,202.79	\$403,294.25	\$2,831,001.47
13	\$2,831,001.47	\$318,364.20	\$84,930.04	\$403,294.25	\$2,512,637.26
14	\$2,512,637.26	\$327,915.13	\$75,379.12	\$403,294.25	\$2,184,722.14
15	\$2,184,722.14	\$337,752.58	\$65,541.66	\$403,294.25	\$1,846,969.56
16	\$1,846,969.56	\$347,885.16	\$55,409.09	\$403,294.25	\$1,499,084.40
17	\$1,499,084.40	\$358,321.71	\$44,972.53	\$403,294.25	\$1,140,762.68
18	\$1,140,762.68	\$369,071.37	\$34,222.88	\$403,294.25	\$771,691.32
19	\$771,691.32	\$380,143.51	\$23,150.74	\$403,294.25	\$391,547.81
20	\$391,547.81	\$391,547.81	\$11,746.43	\$403,294.25	\$0.00

	Principal	Interest	Payment
Total	\$6,000,000.00	\$2,065,884.91	\$8,065,884.91

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Safety/Security Facility - City Centre Construction

*Principal	\$18,266,540.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$1,227,798.41

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$18,266,540.00
1	\$18,266,540.00	\$679,802.21	\$547,996.20	\$1,227,798.41	\$17,586,737.79
2	\$17,586,737.79	\$700,196.28	\$527,602.13	\$1,227,798.41	\$16,886,541.51
3	\$16,886,541.51	\$721,202.17	\$506,596.25	\$1,227,798.41	\$16,165,339.34
4	\$16,165,339.34	\$742,838.23	\$484,960.18	\$1,227,798.41	\$15,422,501.11
5	\$15,422,501.11	\$765,123.38	\$462,675.03	\$1,227,798.41	\$14,657,377.74
6	\$14,657,377.74	\$788,077.08	\$439,721.33	\$1,227,798.41	\$13,869,300.66
7	\$13,869,300.66	\$811,719.39	\$416,079.02	\$1,227,798.41	\$13,057,581.26
8	\$13,057,581.26	\$836,070.97	\$391,727.44	\$1,227,798.41	\$12,221,510.29
9	\$12,221,510.29	\$861,153.10	\$366,645.31	\$1,227,798.41	\$11,360,357.19
10	\$11,360,357.19	\$886,987.70	\$340,810.72	\$1,227,798.41	\$10,473,369.49
11	\$10,473,369.49	\$913,597.33	\$314,201.08	\$1,227,798.41	\$9,559,772.17
12	\$9,559,772.17	\$941,005.25	\$286,793.16	\$1,227,798.41	\$8,618,766.92
13	\$8,618,766.92	\$969,235.40	\$258,563.01	\$1,227,798.41	\$7,649,531.52
14	\$7,649,531.52	\$998,312.47	\$229,485.95	\$1,227,798.41	\$6,651,219.05
15	\$6,651,219.05	\$1,028,261.84	\$199,536.57	\$1,227,798.41	\$5,622,957.21
16	\$5,622,957.21	\$1,059,109.70	\$168,688.72	\$1,227,798.41	\$4,563,847.51
17	\$4,563,847.51	\$1,090,882.99	\$136,915.43	\$1,227,798.41	\$3,472,964.53
18	\$3,472,964.53	\$1,123,609.48	\$104,188.94	\$1,227,798.41	\$2,349,355.05
19	\$2,349,355.05	\$1,157,317.76	\$70,480.65	\$1,227,798.41	\$1,192,037.29
20	\$1,192,037.29	\$1,192,037.29	\$35,761.12	\$1,227,798.41	\$0.00

	Principal	Interest	Payment
Total	\$18,266,540.00	\$6,289,428.23	\$24,555,968.23

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Water/Waste - City Centre Construction

*Principal	\$6,179,936.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$415,388.77

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$6,179,936.00
1	\$6,179,936.00	\$229,990.69	\$185,398.08	\$415,388.77	\$5,949,945.31
2	\$5,949,945.31	\$236,890.41	\$178,498.36	\$415,388.77	\$5,713,054.90
3	\$5,713,054.90	\$243,997.12	\$171,391.65	\$415,388.77	\$5,469,057.77
4	\$5,469,057.77	\$251,317.04	\$164,071.73	\$415,388.77	\$5,217,740.73
5	\$5,217,740.73	\$258,856.55	\$156,532.22	\$415,388.77	\$4,958,884.19
6	\$4,958,884.19	\$266,622.25	\$148,766.53	\$415,388.77	\$4,692,261.94
7	\$4,692,261.94	\$274,620.91	\$140,767.86	\$415,388.77	\$4,417,641.03
8	\$4,417,641.03	\$282,859.54	\$132,529.23	\$415,388.77	\$4,134,781.49
9	\$4,134,781.49	\$291,345.33	\$124,043.44	\$415,388.77	\$3,843,436.16
10	\$3,843,436.16	\$300,085.69	\$115,303.08	\$415,388.77	\$3,543,350.47
11	\$3,543,350.47	\$309,088.26	\$106,300.51	\$415,388.77	\$3,234,262.22
12	\$3,234,262.22	\$318,360.90	\$97,027.87	\$415,388.77	\$2,915,901.31
13	\$2,915,901.31	\$327,911.73	\$87,477.04	\$415,388.77	\$2,587,989.58
14	\$2,587,989.58	\$337,749.08	\$77,639.69	\$415,388.77	\$2,250,240.50
15	\$2,250,240.50	\$347,881.56	\$67,507.21	\$415,388.77	\$1,902,358.94
16	\$1,902,358.94	\$358,318.00	\$57,070.77	\$415,388.77	\$1,544,040.94
17	\$1,544,040.94	\$369,067.54	\$46,321.23	\$415,388.77	\$1,174,973.39
18	\$1,174,973.39	\$380,139.57	\$35,249.20	\$415,388.77	\$794,833.83
19	\$794,833.83	\$391,543.76	\$23,845.01	\$415,388.77	\$403,290.07
20	\$403,290.07	\$403,290.07	\$12,098.70	\$415,388.77	\$0.00

	Principal	Interest	Payment
Total	\$6,179,936.00	\$2,127,839.42	\$8,307,775.42

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Jubilee Centre/McMurray Experience - Construction

*Principal	\$18,045,019.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$1,212,908.72

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$18,045,019.00
1	\$18,045,019.00	\$671,558.15	\$541,350.57	\$1,212,908.72	\$17,373,460.85
2	\$17,373,460.85	\$691,704.90	\$521,203.83	\$1,212,908.72	\$16,681,755.95
3	\$16,681,755.95	\$712,456.04	\$500,452.68	\$1,212,908.72	\$15,969,299.91
4	\$15,969,299.91	\$733,829.72	\$479,079.00	\$1,212,908.72	\$15,235,470.19
5	\$15,235,470.19	\$755,844.62	\$457,064.11	\$1,212,908.72	\$14,479,625.57
6	\$14,479,625.57	\$778,519.95	\$434,388.77	\$1,212,908.72	\$13,701,105.62
7	\$13,701,105.62	\$801,875.55	\$411,033.17	\$1,212,908.72	\$12,899,230.07
8	\$12,899,230.07	\$825,931.82	\$386,976.90	\$1,212,908.72	\$12,073,298.25
9	\$12,073,298.25	\$850,709.77	\$362,198.95	\$1,212,908.72	\$11,222,588.48
10	\$11,222,588.48	\$876,231.07	\$336,677.65	\$1,212,908.72	\$10,346,357.41
11	\$10,346,357.41	\$902,518.00	\$310,390.72	\$1,212,908.72	\$9,443,839.41
12	\$9,443,839.41	\$929,593.54	\$283,315.18	\$1,212,908.72	\$8,514,245.87
13	\$8,514,245.87	\$957,481.34	\$255,427.38	\$1,212,908.72	\$7,556,764.53
14	\$7,556,764.53	\$986,205.78	\$226,702.94	\$1,212,908.72	\$6,570,558.74
15	\$6,570,558.74	\$1,015,791.96	\$197,116.76	\$1,212,908.72	\$5,554,766.79
16	\$5,554,766.79	\$1,046,265.72	\$166,643.00	\$1,212,908.72	\$4,508,501.07
17	\$4,508,501.07	\$1,077,653.69	\$135,255.03	\$1,212,908.72	\$3,430,847.38
18	\$3,430,847.38	\$1,109,983.30	\$102,925.42	\$1,212,908.72	\$2,320,864.08
19	\$2,320,864.08	\$1,143,282.80	\$69,625.92	\$1,212,908.72	\$1,177,581.28
20	\$1,177,581.28	\$1,177,581.28	\$35,327.44	\$1,212,908.72	\$0.00

	Principal	Interest	Payment
Total	\$18,045,019.00	\$6,213,155.41	\$24,258,174.41

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Performing and Visual Arts Centre - Pre-Construction

*Principal	\$29,449,345.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$1,979,458.56

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$29,449,345.00
1	\$29,449,345.00	\$1,095,978.21	\$883,480.35	\$1,979,458.56	\$28,353,366.79
2	\$28,353,366.79	\$1,128,857.56	\$850,601.00	\$1,979,458.56	\$27,224,509.23
3	\$27,224,509.23	\$1,162,723.29	\$816,735.28	\$1,979,458.56	\$26,061,785.94
4	\$26,061,785.94	\$1,197,604.98	\$781,853.58	\$1,979,458.56	\$24,864,180.96
5	\$24,864,180.96	\$1,233,533.13	\$745,925.43	\$1,979,458.56	\$23,630,647.83
6	\$23,630,647.83	\$1,270,539.13	\$708,919.43	\$1,979,458.56	\$22,360,108.70
7	\$22,360,108.70	\$1,308,655.30	\$670,803.26	\$1,979,458.56	\$21,051,453.40
8	\$21,051,453.40	\$1,347,914.96	\$631,543.60	\$1,979,458.56	\$19,703,538.44
9	\$19,703,538.44	\$1,388,352.41	\$591,106.15	\$1,979,458.56	\$18,315,186.03
10	\$18,315,186.03	\$1,430,002.98	\$549,455.58	\$1,979,458.56	\$16,885,183.04
11	\$16,885,183.04	\$1,472,903.07	\$506,555.49	\$1,979,458.56	\$15,412,279.97
12	\$15,412,279.97	\$1,517,090.16	\$462,368.40	\$1,979,458.56	\$13,895,189.81
13	\$13,895,189.81	\$1,562,602.87	\$416,855.69	\$1,979,458.56	\$12,332,586.94
14	\$12,332,586.94	\$1,609,480.95	\$369,977.61	\$1,979,458.56	\$10,723,105.99
15	\$10,723,105.99	\$1,657,765.38	\$321,693.18	\$1,979,458.56	\$9,065,340.61
16	\$9,065,340.61	\$1,707,498.34	\$271,960.22	\$1,979,458.56	\$7,357,842.26
17	\$7,357,842.26	\$1,758,723.29	\$220,735.27	\$1,979,458.56	\$5,599,118.97
18	\$5,599,118.97	\$1,811,484.99	\$167,973.57	\$1,979,458.56	\$3,787,633.97
19	\$3,787,633.97	\$1,865,829.54	\$113,629.02	\$1,979,458.56	\$1,921,804.43
20	\$1,921,804.43	\$1,921,804.43	\$57,654.13	\$1,979,458.56	(\$0.00)

	Principal	Interest	Payment
Total	\$29,449,345.00	\$10,139,826.25	\$39,589,171.25

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Sports &amp; Entertainment Arena - Pre-Construction

*Principal	\$25,746,331.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$1,730,557.86

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$25,746,331.00
1	\$25,746,331.00	\$958,167.93	\$772,389.93	\$1,730,557.86	\$24,788,163.07
2	\$24,788,163.07	\$986,912.96	\$743,644.89	\$1,730,557.86	\$23,801,250.11
3	\$23,801,250.11	\$1,016,520.35	\$714,037.50	\$1,730,557.86	\$22,784,729.76
4	\$22,784,729.76	\$1,047,015.96	\$683,541.89	\$1,730,557.86	\$21,737,713.79
5	\$21,737,713.79	\$1,078,426.44	\$652,131.41	\$1,730,557.86	\$20,659,287.35
6	\$20,659,287.35	\$1,110,779.24	\$619,778.62	\$1,730,557.86	\$19,548,508.12
7	\$19,548,508.12	\$1,144,102.61	\$586,455.24	\$1,730,557.86	\$18,404,405.50
8	\$18,404,405.50	\$1,178,425.69	\$552,132.17	\$1,730,557.86	\$17,225,979.81
9	\$17,225,979.81	\$1,213,778.46	\$516,779.39	\$1,730,557.86	\$16,012,201.35
10	\$16,012,201.35	\$1,250,191.82	\$480,366.04	\$1,730,557.86	\$14,762,009.53
11	\$14,762,009.53	\$1,287,697.57	\$442,860.29	\$1,730,557.86	\$13,474,311.96
12	\$13,474,311.96	\$1,326,328.50	\$404,229.36	\$1,730,557.86	\$12,147,983.47
13	\$12,147,983.47	\$1,366,118.35	\$364,439.50	\$1,730,557.86	\$10,781,865.11
14	\$10,781,865.11	\$1,407,101.90	\$323,455.95	\$1,730,557.86	\$9,374,763.21
15	\$9,374,763.21	\$1,449,314.96	\$281,242.90	\$1,730,557.86	\$7,925,448.25
16	\$7,925,448.25	\$1,492,794.41	\$237,763.45	\$1,730,557.86	\$6,432,653.84
17	\$6,432,653.84	\$1,537,578.24	\$192,979.62	\$1,730,557.86	\$4,895,075.60
18	\$4,895,075.60	\$1,583,705.59	\$146,852.27	\$1,730,557.86	\$3,311,370.01
19	\$3,311,370.01	\$1,631,216.76	\$99,341.10	\$1,730,557.86	\$1,680,153.26
20	\$1,680,153.26	\$1,680,153.26	\$50,404.60	\$1,730,557.86	\$0.00

	Principal	Interest	Payment
Total	\$25,746,331.00	\$8,864,826.12	\$34,611,157.12

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

MacDonald Island Bridge Construction

*Principal	\$67,073,670.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$4,508,404.19

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$67,073,670.00
1	\$67,073,670.00	\$2,496,194.09	\$2,012,210.10	\$4,508,404.19	\$64,577,475.91
2	\$64,577,475.91	\$2,571,079.91	\$1,937,324.28	\$4,508,404.19	\$62,006,396.00
3	\$62,006,396.00	\$2,648,212.31	\$1,860,191.88	\$4,508,404.19	\$59,358,183.69
4	\$59,358,183.69	\$2,727,658.68	\$1,780,745.51	\$4,508,404.19	\$56,630,525.01
5	\$56,630,525.01	\$2,809,488.44	\$1,698,915.75	\$4,508,404.19	\$53,821,036.57
6	\$53,821,036.57	\$2,893,773.09	\$1,614,631.10	\$4,508,404.19	\$50,927,263.47
7	\$50,927,263.47	\$2,980,586.29	\$1,527,817.90	\$4,508,404.19	\$47,946,677.19
8	\$47,946,677.19	\$3,070,003.87	\$1,438,400.32	\$4,508,404.19	\$44,876,673.31
9	\$44,876,673.31	\$3,162,103.99	\$1,346,300.20	\$4,508,404.19	\$41,714,569.32
10	\$41,714,569.32	\$3,256,967.11	\$1,251,437.08	\$4,508,404.19	\$38,457,602.21
11	\$38,457,602.21	\$3,354,676.12	\$1,153,728.07	\$4,508,404.19	\$35,102,926.09
12	\$35,102,926.09	\$3,455,316.41	\$1,053,087.78	\$4,508,404.19	\$31,647,609.68
13	\$31,647,609.68	\$3,558,975.90	\$949,428.29	\$4,508,404.19	\$28,088,633.78
14	\$28,088,633.78	\$3,665,745.18	\$842,659.01	\$4,508,404.19	\$24,422,888.60
15	\$24,422,888.60	\$3,775,717.53	\$732,686.66	\$4,508,404.19	\$20,647,171.07
16	\$20,647,171.07	\$3,888,989.06	\$619,415.13	\$4,508,404.19	\$16,758,182.01
17	\$16,758,182.01	\$4,005,658.73	\$502,745.46	\$4,508,404.19	\$12,752,523.28
18	\$12,752,523.28	\$4,125,828.49	\$382,575.70	\$4,508,404.19	\$8,626,694.79
19	\$8,626,694.79	\$4,249,603.35	\$258,800.84	\$4,508,404.19	\$4,377,091.45
20	\$4,377,091.45	\$4,377,091.45	\$131,312.74	\$4,508,404.19	\$0.00

	Principal	Interest	Payment
Total	\$67,073,670.00	\$23,094,413.80	\$90,168,083.80

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Rural Infrastructure Rehabilitation

*Principal	\$12,500,000.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$840,196.34

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$12,500,000.00
1	\$12,500,000.00	\$465,196.34	\$375,000.00	\$840,196.34	\$12,034,803.66
2	\$12,034,803.66	\$479,152.24	\$361,044.11	\$840,196.34	\$11,555,651.42
3	\$11,555,651.42	\$493,526.80	\$346,669.54	\$840,196.34	\$11,062,124.62
4	\$11,062,124.62	\$508,332.61	\$331,863.74	\$840,196.34	\$10,553,792.01
5	\$10,553,792.01	\$523,582.58	\$316,613.76	\$840,196.34	\$10,030,209.43
6	\$10,030,209.43	\$539,290.06	\$300,906.28	\$840,196.34	\$9,490,919.36
7	\$9,490,919.36	\$555,468.76	\$284,727.58	\$840,196.34	\$8,935,450.60
8	\$8,935,450.60	\$572,132.83	\$268,063.52	\$840,196.34	\$8,363,317.77
9	\$8,363,317.77	\$589,296.81	\$250,899.53	\$840,196.34	\$7,774,020.96
10	\$7,774,020.96	\$606,975.72	\$233,220.63	\$840,196.34	\$7,167,045.25
11	\$7,167,045.25	\$625,184.99	\$215,011.36	\$840,196.34	\$6,541,860.26
12	\$6,541,860.26	\$643,940.54	\$196,255.81	\$840,196.34	\$5,897,919.72
13	\$5,897,919.72	\$663,258.75	\$176,937.59	\$840,196.34	\$5,234,660.97
14	\$5,234,660.97	\$683,156.52	\$157,039.83	\$840,196.34	\$4,551,504.45
15	\$4,551,504.45	\$703,651.21	\$136,545.13	\$840,196.34	\$3,847,853.24
16	\$3,847,853.24	\$724,760.75	\$115,435.60	\$840,196.34	\$3,123,092.49
17	\$3,123,092.49	\$746,503.57	\$93,692.77	\$840,196.34	\$2,376,588.92
18	\$2,376,588.92	\$768,898.68	\$71,297.67	\$840,196.34	\$1,607,690.24
19	\$1,607,690.24	\$791,965.64	\$48,230.71	\$840,196.34	\$815,724.61
20	\$815,724.61	\$815,724.61	\$24,471.74	\$840,196.34	\$0.00

	Principal	Interest	Payment
Total	\$12,500,000.00	\$4,303,926.90	\$16,803,926.90

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Regional Landfill - Lateral Expansion of Cells 1, 2 &amp; 3

*Principal	\$5,700,000.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$383,129.53

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$5,700,000.00
1	\$5,700,000.00	\$212,129.53	\$171,000.00	\$383,129.53	\$5,487,870.47
2	\$5,487,870.47	\$218,493.42	\$164,636.11	\$383,129.53	\$5,269,377.05
3	\$5,269,377.05	\$225,048.22	\$158,081.31	\$383,129.53	\$5,044,328.83
4	\$5,044,328.83	\$231,799.67	\$151,329.86	\$383,129.53	\$4,812,529.16
5	\$4,812,529.16	\$238,753.66	\$144,375.87	\$383,129.53	\$4,573,775.50
6	\$4,573,775.50	\$245,916.27	\$137,213.26	\$383,129.53	\$4,327,859.23
7	\$4,327,859.23	\$253,293.76	\$129,835.78	\$383,129.53	\$4,074,565.47
8	\$4,074,565.47	\$260,892.57	\$122,236.96	\$383,129.53	\$3,813,672.90
9	\$3,813,672.90	\$268,719.35	\$114,410.19	\$383,129.53	\$3,544,953.56
10	\$3,544,953.56	\$276,780.93	\$106,348.61	\$383,129.53	\$3,268,172.63
11	\$3,268,172.63	\$285,084.35	\$98,045.18	\$383,129.53	\$2,983,088.28
12	\$2,983,088.28	\$293,636.88	\$89,492.65	\$383,129.53	\$2,689,451.39
13	\$2,689,451.39	\$302,445.99	\$80,683.54	\$383,129.53	\$2,387,005.40
14	\$2,387,005.40	\$311,519.37	\$71,610.16	\$383,129.53	\$2,075,486.03
15	\$2,075,486.03	\$320,864.95	\$62,264.58	\$383,129.53	\$1,754,621.08
16	\$1,754,621.08	\$330,490.90	\$52,638.63	\$383,129.53	\$1,424,130.18
17	\$1,424,130.18	\$340,405.63	\$42,723.91	\$383,129.53	\$1,083,724.55
18	\$1,083,724.55	\$350,617.80	\$32,511.74	\$383,129.53	\$733,106.75
19	\$733,106.75	\$361,136.33	\$21,993.20	\$383,129.53	\$371,970.42
20	\$371,970.42	\$371,970.42	\$11,159.11	\$383,129.53	\$0.00
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		Principal	Interest	Payment	
Total		\$5,700,000.00	\$1,962,590.67	\$7,662,590.67	

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Southwest Water Supply Line - Design

*Principal	\$5,000,000.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$336,078.54

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$5,000,000.00
1	\$5,000,000.00	\$186,078.54	\$150,000.00	\$336,078.54	\$4,813,921.46
2	\$4,813,921.46	\$191,660.89	\$144,417.64	\$336,078.54	\$4,622,260.57
3	\$4,622,260.57	\$197,410.72	\$138,667.82	\$336,078.54	\$4,424,849.85
4	\$4,424,849.85	\$203,333.04	\$132,745.50	\$336,078.54	\$4,221,516.80
5	\$4,221,516.80	\$209,433.03	\$126,645.50	\$336,078.54	\$4,012,083.77
6	\$4,012,083.77	\$215,716.02	\$120,362.51	\$336,078.54	\$3,796,367.75
7	\$3,796,367.75	\$222,187.51	\$113,891.03	\$336,078.54	\$3,574,180.24
8	\$3,574,180.24	\$228,853.13	\$107,225.41	\$336,078.54	\$3,345,327.11
9	\$3,345,327.11	\$235,718.72	\$100,359.81	\$336,078.54	\$3,109,608.38
10	\$3,109,608.38	\$242,790.29	\$93,288.25	\$336,078.54	\$2,866,818.10
11	\$2,866,818.10	\$250,074.00	\$86,004.54	\$336,078.54	\$2,616,744.10
12	\$2,616,744.10	\$257,576.21	\$78,502.32	\$336,078.54	\$2,359,167.89
13	\$2,359,167.89	\$265,303.50	\$70,775.04	\$336,078.54	\$2,093,864.39
14	\$2,093,864.39	\$273,262.61	\$62,815.93	\$336,078.54	\$1,820,601.78
15	\$1,820,601.78	\$281,460.48	\$54,618.05	\$336,078.54	\$1,539,141.30
16	\$1,539,141.30	\$289,904.30	\$46,174.24	\$336,078.54	\$1,249,237.00
17	\$1,249,237.00	\$298,601.43	\$37,477.11	\$336,078.54	\$950,635.57
18	\$950,635.57	\$307,559.47	\$28,519.07	\$336,078.54	\$643,076.10
19	\$643,076.10	\$316,786.26	\$19,292.28	\$336,078.54	\$326,289.84
20	\$326,289.84	\$326,289.84	\$9,788.70	\$336,078.54	\$0.00
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		Principal	Interest	Payment	
Total		\$5,000,000.00	\$1,721,570.76	\$6,721,570.76	

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

MacDonald Island Utility Expansion Construction

*Principal	\$19,000,000.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$1,277,098.44

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$19,000,000.00
1	\$19,000,000.00	\$707,098.44	\$570,000.00	\$1,277,098.44	\$18,292,901.56
2	\$18,292,901.56	\$728,311.40	\$548,787.05	\$1,277,098.44	\$17,564,590.16
3	\$17,564,590.16	\$750,160.74	\$526,937.70	\$1,277,098.44	\$16,814,429.42
4	\$16,814,429.42	\$772,665.56	\$504,432.88	\$1,277,098.44	\$16,041,763.86
5	\$16,041,763.86	\$795,845.53	\$481,252.92	\$1,277,098.44	\$15,245,918.33
6	\$15,245,918.33	\$819,720.89	\$457,377.55	\$1,277,098.44	\$14,426,197.43
7	\$14,426,197.43	\$844,312.52	\$432,785.92	\$1,277,098.44	\$13,581,884.91
8	\$13,581,884.91	\$869,641.90	\$407,456.55	\$1,277,098.44	\$12,712,243.02
9	\$12,712,243.02	\$895,731.15	\$381,367.29	\$1,277,098.44	\$11,816,511.86
10	\$11,816,511.86	\$922,603.09	\$354,495.36	\$1,277,098.44	\$10,893,908.77
11	\$10,893,908.77	\$950,281.18	\$326,817.26	\$1,277,098.44	\$9,943,627.59
12	\$9,943,627.59	\$978,789.62	\$298,308.83	\$1,277,098.44	\$8,964,837.98
13	\$8,964,837.98	\$1,008,153.31	\$268,945.14	\$1,277,098.44	\$7,956,684.67
14	\$7,956,684.67	\$1,038,397.90	\$238,700.54	\$1,277,098.44	\$6,918,286.77
15	\$6,918,286.77	\$1,069,549.84	\$207,548.60	\$1,277,098.44	\$5,848,736.92
16	\$5,848,736.92	\$1,101,636.34	\$175,462.11	\$1,277,098.44	\$4,747,100.59
17	\$4,747,100.59	\$1,134,685.43	\$142,413.02	\$1,277,098.44	\$3,612,415.16
18	\$3,612,415.16	\$1,168,725.99	\$108,372.45	\$1,277,098.44	\$2,443,689.17
19	\$2,443,689.17	\$1,203,787.77	\$73,310.68	\$1,277,098.44	\$1,239,901.40
20	\$1,239,901.40	\$1,239,901.40	\$37,197.04	\$1,277,098.44	\$0.00
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		Principal	Interest	Payment	
Total		\$19,000,000.00	\$6,541,968.89	\$25,541,968.89	

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

MacDonald Island Bridge Pre-Construction

*Principal	\$9,389,425.00
**Budgeted Interest for 20 year debt	3.000%
Term	20
Annual Payments	\$631,116.85

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$9,389,425.00
1	\$9,389,425.00	\$349,434.10	\$281,682.75	\$631,116.85	\$9,039,990.90
2	\$9,039,990.90	\$359,917.12	\$271,199.73	\$631,116.85	\$8,680,073.79
3	\$8,680,073.79	\$370,714.63	\$260,402.21	\$631,116.85	\$8,309,359.15
4	\$8,309,359.15	\$381,836.07	\$249,280.77	\$631,116.85	\$7,927,523.08
5	\$7,927,523.08	\$393,291.15	\$237,825.69	\$631,116.85	\$7,534,231.93
6	\$7,534,231.93	\$405,089.89	\$226,026.96	\$631,116.85	\$7,129,142.04
7	\$7,129,142.04	\$417,242.58	\$213,874.26	\$631,116.85	\$6,711,899.46
8	\$6,711,899.46	\$429,759.86	\$201,356.98	\$631,116.85	\$6,282,139.60
9	\$6,282,139.60	\$442,652.66	\$188,464.19	\$631,116.85	\$5,839,486.94
10	\$5,839,486.94	\$455,932.24	\$175,184.61	\$631,116.85	\$5,383,554.70
11	\$5,383,554.70	\$469,610.20	\$161,506.64	\$631,116.85	\$4,913,944.50
12	\$4,913,944.50	\$483,698.51	\$147,418.33	\$631,116.85	\$4,430,245.99
13	\$4,430,245.99	\$498,209.47	\$132,907.38	\$631,116.85	\$3,932,036.52
14	\$3,932,036.52	\$513,155.75	\$117,961.10	\$631,116.85	\$3,418,880.77
15	\$3,418,880.77	\$528,550.42	\$102,566.42	\$631,116.85	\$2,890,330.35
16	\$2,890,330.35	\$544,406.93	\$86,709.91	\$631,116.85	\$2,345,923.42
17	\$2,345,923.42	\$560,739.14	\$70,377.70	\$631,116.85	\$1,785,184.27
18	\$1,785,184.27	\$577,561.32	\$53,555.53	\$631,116.85	\$1,207,622.96
19	\$1,207,622.96	\$594,888.16	\$36,228.69	\$631,116.85	\$612,734.80
20	\$612,734.80	\$612,734.80	\$18,382.04	\$631,116.85	\$0.00

	Principal	Interest	Payment
Total	\$9,389,425.00	\$3,232,911.91	\$12,622,336.91

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Fort Chipewyan Richardson River Bridge Replacement - Construction

*Principal	\$4,300,000.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$483,727.02

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$4,300,000.00
1	\$4,300,000.00	\$389,127.02	\$94,600.00	\$483,727.02	\$3,910,872.98
2	\$3,910,872.98	\$397,687.82	\$86,039.21	\$483,727.02	\$3,513,185.16
3	\$3,513,185.16	\$406,436.95	\$77,290.07	\$483,727.02	\$3,106,748.21
4	\$3,106,748.21	\$415,378.56	\$68,348.46	\$483,727.02	\$2,691,369.65
5	\$2,691,369.65	\$424,516.89	\$59,210.13	\$483,727.02	\$2,266,852.76
6	\$2,266,852.76	\$433,856.26	\$49,870.76	\$483,727.02	\$1,832,996.49
7	\$1,832,996.49	\$443,401.10	\$40,325.92	\$483,727.02	\$1,389,595.39
8	\$1,389,595.39	\$453,155.92	\$30,571.10	\$483,727.02	\$936,439.47
9	\$936,439.47	\$463,125.35	\$20,601.67	\$483,727.02	\$473,314.11
10	\$473,314.11	\$473,314.11	\$10,412.91	\$483,727.02	\$0.00

	Principal	Interest	Payment
Total	\$4,300,000.00	\$537,270.23	\$4,837,270.23

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Business Incubator Construction - City Centre

*Principal	\$10,906,143.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$1,226,882.81

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$10,906,143.00
1	\$10,906,143.00	\$986,947.67	\$239,935.15	\$1,226,882.81	\$9,919,195.33
2	\$9,919,195.33	\$1,008,660.51	\$218,222.30	\$1,226,882.81	\$8,910,534.82
3	\$8,910,534.82	\$1,030,851.05	\$196,031.77	\$1,226,882.81	\$7,879,683.78
4	\$7,879,683.78	\$1,053,529.77	\$173,353.04	\$1,226,882.81	\$6,826,154.01
5	\$6,826,154.01	\$1,076,707.42	\$150,175.39	\$1,226,882.81	\$5,749,446.58
6	\$5,749,446.58	\$1,100,394.99	\$126,487.82	\$1,226,882.81	\$4,649,051.60
7	\$4,649,051.60	\$1,124,603.68	\$102,279.14	\$1,226,882.81	\$3,524,447.92
8	\$3,524,447.92	\$1,149,344.96	\$77,537.85	\$1,226,882.81	\$2,375,102.96
9	\$2,375,102.96	\$1,174,630.55	\$52,252.27	\$1,226,882.81	\$1,200,472.42
10	\$1,200,472.42	\$1,200,472.42	\$26,410.39	\$1,226,882.81	\$0.00

	Principal	Interest	Payment
Total	\$10,906,143.00	\$1,362,685.11	\$12,268,828.11

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Arts and Events - City Centre

*Principal	\$6,523,943.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$733,908.73

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$6,523,943.00
1	\$6,523,943.00	\$590,381.98	\$143,526.75	\$733,908.73	\$5,933,561.02
2	\$5,933,561.02	\$603,370.38	\$130,538.34	\$733,908.73	\$5,330,190.63
3	\$5,330,190.63	\$616,644.53	\$117,264.19	\$733,908.73	\$4,713,546.10
4	\$4,713,546.10	\$630,210.71	\$103,698.01	\$733,908.73	\$4,083,335.39
5	\$4,083,335.39	\$644,075.35	\$89,833.38	\$733,908.73	\$3,439,260.04
6	\$3,439,260.04	\$658,245.01	\$75,663.72	\$733,908.73	\$2,781,015.03
7	\$2,781,015.03	\$672,726.40	\$61,182.33	\$733,908.73	\$2,108,288.64
8	\$2,108,288.64	\$687,526.38	\$46,382.35	\$733,908.73	\$1,420,762.26
9	\$1,420,762.26	\$702,651.96	\$31,256.77	\$733,908.73	\$718,110.30
10	\$718,110.30	\$718,110.30	\$15,798.43	\$733,908.73	\$0.00

	Principal	Interest	Payment
Total	\$6,523,943.00	\$815,144.27	\$7,339,087.27

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Snyeside Park System - Construction

*Principal	\$37,864,783.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$4,259,585.76

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$37,864,783.00
1	\$37,864,783.00	\$3,426,560.53	\$833,025.23	\$4,259,585.76	\$34,438,222.47
2	\$34,438,222.47	\$3,501,944.87	\$757,640.89	\$4,259,585.76	\$30,936,277.60
3	\$30,936,277.60	\$3,578,987.65	\$680,598.11	\$4,259,585.76	\$27,357,289.95
4	\$27,357,289.95	\$3,657,725.38	\$601,860.38	\$4,259,585.76	\$23,699,564.57
5	\$23,699,564.57	\$3,738,195.34	\$521,390.42	\$4,259,585.76	\$19,961,369.23
6	\$19,961,369.23	\$3,820,435.64	\$439,150.12	\$4,259,585.76	\$16,140,933.59
7	\$16,140,933.59	\$3,904,485.22	\$355,100.54	\$4,259,585.76	\$12,236,448.37
8	\$12,236,448.37	\$3,990,383.90	\$269,201.86	\$4,259,585.76	\$8,246,064.47
9	\$8,246,064.47	\$4,078,172.34	\$181,413.42	\$4,259,585.76	\$4,167,892.13
10	\$4,167,892.13	\$4,167,892.13	\$91,693.63	\$4,259,585.76	\$0.00

	Principal	Interest	Payment
Total	\$37,864,783.00	\$4,731,074.60	\$42,595,857.60

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Central Business District Streetscape - City Centre

*Principal	\$6,240,204.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$701,989.61

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$6,240,204.00
1	\$6,240,204.00	\$564,705.12	\$137,284.49	\$701,989.61	\$5,675,498.88
2	\$5,675,498.88	\$577,128.63	\$124,860.98	\$701,989.61	\$5,098,370.25
3	\$5,098,370.25	\$589,825.46	\$112,164.15	\$701,989.61	\$4,508,544.79
4	\$4,508,544.79	\$602,801.62	\$99,187.99	\$701,989.61	\$3,905,743.17
5	\$3,905,743.17	\$616,063.26	\$85,926.35	\$701,989.61	\$3,289,679.91
6	\$3,289,679.91	\$629,616.65	\$72,372.96	\$701,989.61	\$2,660,063.27
7	\$2,660,063.27	\$643,468.21	\$58,521.39	\$701,989.61	\$2,016,595.05
8	\$2,016,595.05	\$657,624.51	\$44,365.09	\$701,989.61	\$1,358,970.54
9	\$1,358,970.54	\$672,092.25	\$29,897.35	\$701,989.61	\$686,878.28
10	\$686,878.28	\$686,878.28	\$15,111.32	\$701,989.61	\$0.00

	Principal	Interest	Payment
Total	\$6,240,204.00	\$779,692.06	\$7,019,896.06

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Surface Parking Relocation/Improvements - Construction

*Principal	\$4,733,249.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$532,465.22

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$4,733,249.00
1	\$4,733,249.00	\$428,333.74	\$104,131.48	\$532,465.22	\$4,304,915.26
2	\$4,304,915.26	\$437,757.09	\$94,708.14	\$532,465.22	\$3,867,158.17
3	\$3,867,158.17	\$447,387.74	\$85,077.48	\$532,465.22	\$3,419,770.43
4	\$3,419,770.43	\$457,230.27	\$75,234.95	\$532,465.22	\$2,962,540.16
5	\$2,962,540.16	\$467,289.34	\$65,175.88	\$532,465.22	\$2,495,250.82
6	\$2,495,250.82	\$477,569.70	\$54,895.52	\$532,465.22	\$2,017,681.12
7	\$2,017,681.12	\$488,076.24	\$44,388.98	\$532,465.22	\$1,529,604.88
8	\$1,529,604.88	\$498,813.91	\$33,651.31	\$532,465.22	\$1,030,790.97
9	\$1,030,790.97	\$509,787.82	\$22,677.40	\$532,465.22	\$521,003.15
10	\$521,003.15	\$521,003.15	\$11,462.07	\$532,465.22	\$0.00

	Principal	Interest	Payment
Total	\$4,733,249.00	\$591,403.21	\$5,324,652.21

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Fort Chipewyan Landfill Public Drop-Off Area Construction &amp; Lateral Expansion of Cell 1

*Principal	\$3,100,000.00
**Budgeted Interest for 10 year debt	2.200%
Term	10
Annual Payments	\$348,733.44

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$3,100,000.00
1	\$3,100,000.00	\$280,533.44	\$68,200.00	\$348,733.44	\$2,819,466.56
2	\$2,819,466.56	\$286,705.17	\$62,028.26	\$348,733.44	\$2,532,761.39
3	\$2,532,761.39	\$293,012.68	\$55,720.75	\$348,733.44	\$2,239,748.71
4	\$2,239,748.71	\$299,458.96	\$49,274.47	\$348,733.44	\$1,940,289.75
5	\$1,940,289.75	\$306,047.06	\$42,686.37	\$348,733.44	\$1,634,242.68
6	\$1,634,242.68	\$312,780.10	\$35,953.34	\$348,733.44	\$1,321,462.59
7	\$1,321,462.59	\$319,661.26	\$29,072.18	\$348,733.44	\$1,001,801.33
8	\$1,001,801.33	\$326,693.81	\$22,039.63	\$348,733.44	\$675,107.52
9	\$675,107.52	\$333,881.07	\$14,852.37	\$348,733.44	\$341,226.45
10	\$341,226.45	\$341,226.45	\$7,506.98	\$348,733.44	(\$0.00)

	Principal	Interest	Payment
Total	\$3,100,000.00	\$387,334.35	\$3,487,334.35

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

**Sample Debenture Amortization Schedule**

Land Acquisition 2013 - 2014

*Principal	\$62,480,000.00
**Budgeted Interest for 25 year debt	3.100%
Term	25
Annual Payments	\$3,628,191.26

Year	Beginning Balance	Principal	Interest	Payment	End Balance
					\$62,480,000.00
1	\$62,480,000.00	\$1,691,311.26	\$1,936,880.00	\$3,628,191.26	\$60,788,688.74
2	\$60,788,688.74	\$1,743,741.91	\$1,884,449.35	\$3,628,191.26	\$59,044,946.82
3	\$59,044,946.82	\$1,797,797.91	\$1,830,393.35	\$3,628,191.26	\$57,247,148.91
4	\$57,247,148.91	\$1,853,529.65	\$1,774,661.62	\$3,628,191.26	\$55,393,619.26
5	\$55,393,619.26	\$1,910,989.07	\$1,717,202.20	\$3,628,191.26	\$53,482,630.20
6	\$53,482,630.20	\$1,970,229.73	\$1,657,961.54	\$3,628,191.26	\$51,512,400.47
7	\$51,512,400.47	\$2,031,306.85	\$1,596,884.41	\$3,628,191.26	\$49,481,093.62
8	\$49,481,093.62	\$2,094,277.36	\$1,533,913.90	\$3,628,191.26	\$47,386,816.26
9	\$47,386,816.26	\$2,159,199.96	\$1,468,991.30	\$3,628,191.26	\$45,227,616.30
10	\$45,227,616.30	\$2,226,135.16	\$1,402,056.11	\$3,628,191.26	\$43,001,481.14
11	\$43,001,481.14	\$2,295,145.35	\$1,333,045.92	\$3,628,191.26	\$40,706,335.79
12	\$40,706,335.79	\$2,366,294.85	\$1,261,896.41	\$3,628,191.26	\$38,340,040.94
13	\$38,340,040.94	\$2,439,649.99	\$1,188,541.27	\$3,628,191.26	\$35,900,390.94
14	\$35,900,390.94	\$2,515,279.14	\$1,112,912.12	\$3,628,191.26	\$33,385,111.80
15	\$33,385,111.80	\$2,593,252.80	\$1,034,938.47	\$3,628,191.26	\$30,791,859.00
16	\$30,791,859.00	\$2,673,643.63	\$954,547.63	\$3,628,191.26	\$28,118,215.37
17	\$28,118,215.37	\$2,756,526.59	\$871,664.68	\$3,628,191.26	\$25,361,688.78
18	\$25,361,688.78	\$2,841,978.91	\$786,212.35	\$3,628,191.26	\$22,519,709.87
19	\$22,519,709.87	\$2,930,080.26	\$698,111.01	\$3,628,191.26	\$19,589,629.61
20	\$19,589,629.61	\$3,020,912.75	\$607,278.52	\$3,628,191.26	\$16,568,716.86
21	\$16,568,716.86	\$3,114,561.04	\$513,630.22	\$3,628,191.26	\$13,454,155.82
22	\$13,454,155.82	\$3,211,112.43	\$417,078.83	\$3,628,191.26	\$10,243,043.39
23	\$10,243,043.39	\$3,310,656.92	\$317,534.35	\$3,628,191.26	\$6,932,386.47
24	\$6,932,386.47	\$3,413,287.28	\$214,903.98	\$3,628,191.26	\$3,519,099.19
25	\$3,519,099.19	\$3,519,099.19	\$109,092.07	\$3,628,191.26	\$0.00
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Total		Principal \$62,480,000.00	Interest \$28,224,781.59	Payment \$90,704,781.59	

\* The entire Principal has not been drawn

\*\*The interest rate reflected above is the December 1, 2012 rate from the ACFA website

