



**Alexandra District Energy Utility Bylaw No. 8641  
Amendment Bylaw No. 9205**

The Council of the City of Richmond enacts as follows:

1. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended:
  - (a) by adding a new Section 13.12 after Section 13.11 as follows:

**13.12                      Adjustment for building mechanical system**

*If the City or a Customer, discovers or is notified, that a building mechanical system is using the DEU for less than 70% of all the annual space heating and cooling and domestic hot water requirements for a building on a Designated Property, contrary to section 22.2 of this Bylaw, then, if:*

- (a) the General Manager, Engineering & Public Works provides the Customer with written notice that the City is satisfied that the Customer did not know or could not reasonably have known of the non-compliance with section 22.2 of this Bylaw (the "GM Notice");*
- (b) the Customer carries out all necessary repairs and works to bring the building mechanical system into compliance with section 22.2 of this Bylaw or to the satisfaction of the General Manager, Engineering & Public Works (the "Repair Works") within 12 months of the date of the GM Notice, or such longer or shorter period as may be agreed to by the City in writing (the "Repair Period"); and*
- (c) the Customer supplies to the City, in form and content satisfactory to the General Manager, Engineering & Public Works, a letter signed by the registered professional responsible for the design of the Repair Works, confirming that all Repair Works have been completed,*

*then:*

- (d) Part 20 (Offences) of this Bylaw will not apply to the Customer for the time period, as estimated by the City, during which the Customer was not in compliance with section 22.2 of this Bylaw; and*

(e) *the City may adjust the Customer's bill to provide a credit in accordance with section 13.13 below.*

(b) by adding a new Section 13.13 after Section 13.12 above as follows:

**13.13 Credit for qualifying overpayment**

*When a Customer qualifies under section 13.12 above and the City exercises its discretion under section 13.12(e) to provide a credit, then:*

(a) *the City will estimate the amount of energy that the building should have used from the DEU in compliance with section 22.2 (the "**Compliant Energy Use Amount**") for the twelve month period preceding the date of the GM Notice (the "**Reference Period**"), in accordance with either:*

- (i) *the building's energy modeling report supplied to the City under section 21.1(c) of this Bylaw; or*
- (ii) *a building energy use review performed by a third party qualified professional appointed by the City, including a determination of overall energy use for space heating and cooling and domestic hot water requirements for the building, the proportion of actual DEU utilization for these requirements, and the DEU utilization required for compliance with section 22.2 of this Bylaw,*

*at the City's discretion.*

(b) *If the actual amount of energy used by the building from the DEU during the Reference Period ("**Actual Energy Use Amount**") is lower than the Compliant Energy Use Amount, the City will credit the Customer's account with the Cost Difference as calculated by the City, provided that the Cost Difference shall not exceed the Maximum Credit Amount.*

(c) *For the purposes of this section 13.13:*

- (i) *"**Cost Difference**" means the sum of the Reference Period Cost Difference and the Repair Period Cost Difference;*
- (ii) *"**Maximum Credit Amount**" means the amount, as calculated by the City, representing the difference between the cost of DEU energy actually used by the Customer's building and the Rates paid by the Customer, during the Reference Period and the Repair Period;*

(iii) *"Reference Period Cost Difference"* means either:

- i. *the difference between the cost of natural gas used by the Customer during the Reference Period based on the Customer's natural gas bills, and the cost of natural gas that the Customer would have used if the Customer's building had used the Compliant Energy Use Amount; or*
- ii. *the difference between the cost of DEU energy actually used by the Customer's building and the Rates paid by the Customer, during the Reference Period,*

*as determined by the City; and*

(iv) *"Repair Period Cost Difference"* means either:

- i. *the difference between the cost of natural gas used by the Customer during the Repair Period based on the Customer's natural gas bills, and the cost of natural gas that the Customer would have used if the Customer's building had used an amount of DEU energy equivalent to the Compliant Energy Use Amount or a pro-rated portion thereof; or*
- ii. *the difference between the cost of DEU energy actually used by the Customer's building and the Rates paid by the Customer, during the Repair Period,*

*as determined by the City.*

(c) by deleting Schedule C (Rates and Charges) in its entirety and replacing with a new Schedule C as attached as the Schedule to this Amendment Bylaw.

- 2. This Bylaw will come into force and take effect on the date of adoption shown below.
- 3. This Bylaw is cited as **"Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 9205"**.

FIRST READING

JAN 26 2015

SECOND READING

JAN 26 2015

THIRD READING

JAN 26 2015

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating Dept. <i>[Signature]</i>
APPROVED for legality by Solicitor <i>[Signature]</i>

\_\_\_\_\_  
MAYOR

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CORPORATE OFFICER

**Schedule**

***SCHEDULE C to BYLAW NO. 8641***

***Rates and Charges***

**PART 1 - RATES FOR SERVICES**

*The following charges will constitute the Rates for Services for the Service Area excluding shaded Area A as shown in Schedule A to this Bylaw:*

- (a) Capacity charge – a monthly charge of \$0.084 per square foot of gross floor area, and a monthly charge of \$1.125 per kilowatt of the annual peak heating load supplied by DEU as shown in the energy modeling report required under Section 21.1.(c); and*
- (b) Volumetric charge – a charge of \$3.599 per megawatt hour of Energy returned from the Heat Exchanger and Meter Set at the Designated Property.*

**PART 2 - RATES FOR SERVICES APPLICABLE TO AREA A**

*The following charges will constitute the Rates for Services applicable only to the Designated Properties identified within the shaded area (Area A) shown in Schedule A to this bylaw:*

- (a) Capacity charge – a monthly charge of \$0.0452 per square foot of gross floor area; and*
- (b) Volumetric charge – a charge of \$0.00 per megawatt hour of Energy returned from the Heat Exchangers and Meter Sets at the Designated Property.*