

## A G E N D A

For the regular meeting of RED DEER CITY COUNCIL, to be held in the Council Chambers, City Hall, MONDAY, FEBRUARY 5th, 1979, commencing at 4:30 p.m.

\*\*\*\*\*

- (1) Confirmation of January 22nd, 1979 minutes and special minutes of January 29th, 1979.

### PUBLIC HEARING

A public hearing will be held at 7 p.m. MONDAY, February 5th, 1979 in respect of Land Use Bylaw Amendments 2588/A-79, 2588/B-79 & 2588/H-79. p. 29

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Committee of the Whole Agenda

(1) Personnel Committee Recommendations

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UNFINISHED BUSINESS

1.

NO. 1

31 January 1979

TO: CITY COUNCIL

FROM: CITY CLERK

RE: BYLAW NO. 2588/F-79

A public hearing was held in respect of the above referred bylaw on Monday, January 29th, 1979. If passed, this bylaw will prohibit apartments and rowhouses in the area bounded on the north by the most southerly property line of the C.P.R. right-of-way; on the east by the most easterly property line, Block 13, Block 12, and Kerrywood Drive; on the south by the southerly property lines of the lots abutting the south side of 55 Street and on the west by the most westerly property line of the lots abutting the west side of 60th Avenue.

Council gave second reading to the aforementioned bylaw at the meeting referred to above, however, prior to voting on second reading, a motion was passed tabling this matter until the February 5th, 1979 Council meeting. The reason for the tabling motion was to allow for a full Council to vote on this bylaw and also to allow sufficient opportunity to prepare an amendment to the bylaw, excluding therefrom the single family dwelling located on the west side of 57 Avenue between 57th Street and 58th A Street which has been boxed in by apartment developments on both sides.

Following is a draft amending resolution which Council may consider passing prior to voting on second reading.

"That Bylaw No. 2588/F-79 be amended by adding the following paragraph to clause (c) in paragraph 2 thereof:

'Excepting thereout and therefrom Lot 17, Block 3, Plan 4592 K.S.'."

" R. STOLLINGS,"  
City Clerk



# THE CITY OF RED DEER

NO. 2

2.

Office of:  
CITY CLERK



RED DEER, ALBERTA

T4N 3T4

January 25, 1979

TO: CITY COUNCIL

FROM: CITY CLERK

Re: Bylaw No. 2626/79, Anti-noise Bylaw

Council of the City of Red Deer gave first and second reading to the aforementioned bylaw at its meeting held on Monday, January 22, 1979. This bylaw is the redrafted version of the initial bylaw prepared and if passed will repeal the earlier anti-noise bylaw approved by Council December 12, 1978 (Bylaw No. 2622/78).

Council may give third reading to Bylaw No. 2626/79 at this meeting.

R. STOLLINGS  
City Clerk

RS/ca

# THE CITY OF RED DEER

NO. 3

3.



Office of:  
CITY CLERK

RED DEER, ALBERTA

T4N 3T4

January 26, 1979

TO: CITY COUNCIL

FROM: CITY CLERK

RE: Bylaw No. 2494/B-79

The above mentioned bylaw, which provides for an amendment to the Taxi Cab Bylaw to increase taxi tariffs for the first one tenth of a mile or 160 meters, received first and second reading by Council at their meeting January 22, 1979 and was set over for third reading at this meeting.

Council consideration of this amending bylaw at this meeting would be appreciated.

R. STOLLINGS  
City Clerk

RS/ca

NO. 4

31 January 1979

TO: COUNCIL

FROM: CITY CLERK

RE: BYLAW NO. 2588/G-79

A public hearing was held regarding the above referred bylaw at the special council meeting held on Monday, January 29th, 1979. If passed, Bylaw 2588/G-79 will prohibit apartments and rowhouses in the area bounded on the north by Holt Street; on the east by 59th Avenue or Riverview Avenue; on the south by 61st Street and on the west by the westerly property line of the lots and parcels abutting the west side of 61st Avenue; excepting thereout and therefrom Lot B, Plan 4024 H.W., Lot 16, Plan 752-0062, Lots A-1, A-2, A-3, A-4, A-5, A-6, Block 4, Plan 4447 R.S., Lots B-2, B-3, B-4, B-5, Block 4, Plan 762-1345, Lots F1, C1, C2, G1, Block 4, Plan 1315 R.S.

At the above referred Council meeting, second reading was given to Bylaw 2588/G-79, however, prior to voting on second reading a motion was passed by Council tabling this matter until the Council meeting of February 5th, 1979, in order that a full Council might be present during the consideration of same.

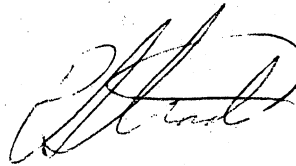
"R. STOLLINGS"  
City Clerk

January 31, 1979

TO: CITY CLERK  
FROM: DEVELOPMENT OFFICER

RE: LOT 2, BLOCK C, PLAN 5031 H.W.  
6905 - 59 Avenue

The above property was recently discussed by City Council who felt the condition of the building located there should be investigated. Our department has sent the owner of the property a letter requesting that the building be removed. He has responded by indicating he will have the building removed by February 2, 1979. A further check will be made of the situation at that time.



✓ RYAN STRADER,  
Development Officer &  
Building Inspector

RS/gr

Commissioners' Comments

*A verbal report will be presented to Council.*

*"K. CURLE" Mayor*

*"M. DAY" City Commissioner*

## RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA  
T4N 5Y5

FILE No.

January 31, 1979

Mr. R. Stollings,  
City Clerk,  
City Hall,  
Red Deer, Alberta.

Dear Sir,

Re: Red Deer Advocate Bower Place Subdivision

The area under consideration is + 19 acres of land located South of 30th Street and North of 28th Street. The City Council at their meeting of January 8, 1979 instructed this office to study the future use of this land and report back to City Council.

Background

Until a few years ago, this site was reserved for a Senior High School to serve the area to the south and south east of the City. The area south of this site and up to Delburne Road was proposed for an industrial park by the Red Deer Regional Planning Commission. The City Council decided that this large site must be used as a residential subdivision.

The rationale behind proposed industrial use was to create a balanced community of industrial as well as residential land uses on both sides of the river in order to reduce the cross city journey to work.

The design of residential layout was approved by the City Council excluding the + 19 acres of land north of 28th Street. At the same time the public school system indicated that they no longer required that site. At a later date a + 35 acre site was advertised as a Shopping Centre south of 28th Street. Last year the City Council gave the right of first refusal to Royal Canadian Legion for a three acre site just behind the Plainsman Motel and reserved the remaining area for future unspecified use.

Based on the City Council's recent decision, we studied the area in two respects, firstly the land use and secondly the design aspect. We proposed six alternative designs for various uses with different road systems. The administration appears to be favouring the attached sketch mainly because of ease of servicing and road pattern, etc. We also considered the development of Mr. Bower's property when they decide to develop it. For this purpose provision is being made to have a loop road linking the north-south road.

Cont'd .../2.

## MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIR - TOWN OF LACOMBE  
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF STETTLE - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS  
VILLAGE OF BOWDEN - VILLAGE OF CAROLINE - VILLAGE OF CREMONA - VILLAGE OF ELDORA - VILLAGE OF PENHOLD - SUMMER VILLAGE OF GULL LAKE  
SUMMER VILLAGE OF ROCHON SANDS - COUNTY OF LACOMBE No. 14 - COUNTY OF MOUNTAIN VIEW No. 17 - COUNTY OF PAINTEARTH No. 15 - COUNTY OF RED DEER No. 23  
COUNTY OF STETTLE No. 6 - IMPROVEMENT DISTRICT No. 10

As far as we are concerned, we prefer residential use for this + 19 acres as well as Mr. Bower's land to the east when it becomes available for development. The residential uses would allow other uses such as Legion or Church, etc. If the City Council adopt the commercial - industrial land use then the agreement with the Legion would have to be renegotiated. As I understand the Red Deer Advocate was against any industrial and commercial land uses in this area and their views are well known. The proper location for Red Deer Advocate is the Northland Industrial Park mainly because of the nature of their operation, including the movement of heavy trucks, etc.

The City Council's attention is drawn to the policy of land advertising when the City offers land for industrial or commercial use. We expect this policy to be followed if the site is offered for commercial - industrial uses.

Yours truly,



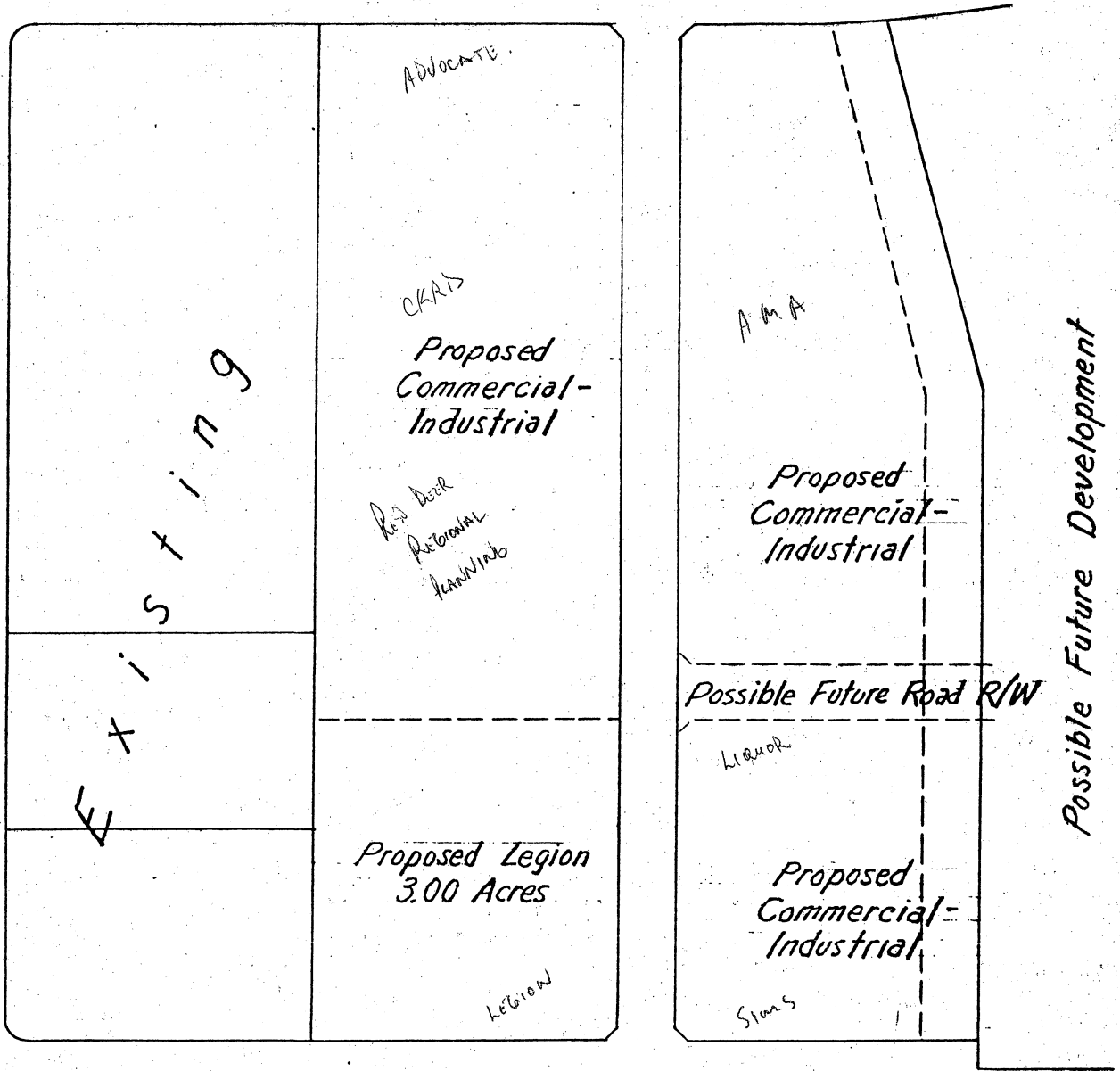
D. Rouhi, MCIP  
Senior Planner  
City Planning Section

Enc.

c.c. City Engineer  
City Assessor  
Mr. A. Scott

/hp

30<sup>th</sup> Street



1" = 200'

28<sup>th</sup> Street

Prepared by: R.D.R.P.C.  
January 31/79



red deer radio - television

9.  
box 5555 red deer, alberta T4N 5H6  
[403] 347-6681 038-3116

January 3, 1979

Mr. Alan Scott  
Director of Economic Development  
City Hall  
Red Deer, Alberta

Dear Mr. Scott:

CKRD Radio and Television has outgrown its present facility on Gaetz Avenue. As you know from our recent discussion, the lack of employee and client parking has created an intolerable situation. CKRD supplies a total of forty parking stalls, the majority of which are on very expensive Gaetz Avenue frontage, originally purchased several years ago for future expansion.

CKRD AM, FM, and TV employs seventy-five people and is in the midst of a tremendous growth situation. Consideration has been given to several alternatives and the decision has been made to relocate, preferably to the South Hill.

It is our intention to construct a new administration and broadcasting production complex with a total area of approximately 25,000 square feet. The plans are now being formulated with a Spring 1979 start contemplated. We feel we will require between two and three acres to accomodate this structure and allow sufficient parking and land scaping area.

The city owned land situated directly behind the Plainsman Motor Inn fronting on Barrett Drive is our first choice. We of course would be prepared to consider any suggestion that the council may wish to propose.

CKRD has been a good corporate citizen in Red Deer for 30 years. We feel that the growth of Central Alberta and of Red Deer will continue at an unprecedented level over the next ten years. With the construction of our new broadcast centre CKRD Radio & TV will be ready to continue making a contribution to this growth.

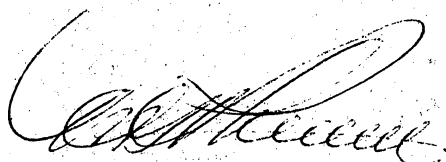


Should you require more information please give me a call.

It would be appreciated if you would make our wishes known to Council. An early reply would enable us to proceed with this plan.

Thank you for your assistance.

Yours sincerely,



M.G. Phillips  
Vice President & General Manager  
CKRD Radio & Television

MP/sc

Commissioners' Comments

We cannot agree with the observations of the Planning Commission. We recommend that as an alternative Council accept the plan submitted for specialized light industrial commercial uses on this property with provision for suitable buffering to permit residential properties to be developed to the east if, as and when same becomes available.

Our recommendation, as previously agreed to by Council, would be the retention of this land for specific specialized types of uses and not all of the uses normally allowed in C.5 or I.1 zones.

During the interim we suggest the Red Deer Advocate and C.K.R.D. be given a right of first refusal on suitable size parcels to meet their individual needs.

"K. CURLE" Mayor

"M.C. DAY" City Commissioner

NO. 1

DATE: January 30, 1979

TO: Mayor  
City Commissioner


FROM: City Treasurer

RE: UTILITY COMPANIES INCOME TAX REBATE

As explained in the attached correspondence from Calgary Power Limited, the income tax rebate received by the City of Red Deer will increase from 12.5% to 18.5% effective February 1, 1979. The City of Red Deer is required to pass the rebate on to its customers. Accordingly, the present rebate allowed by the City to its customers will increase from 7.5% to 11% for billings mailed after February 1, 1979.

You will recall that Council recently approved a 7.5% increase in the City power rates. The above increase in the rebate means the actual net increase is only 4%.

The letter from Calgary Power explains that if the Federal government does not change its announced plan to reduce the rebate of Federal taxes from 95% to 50% the rebate given by Calgary Power would decrease to 11% in April, 1980. If the rebate had remained at 95% of Federal tax a rebate rate of 16 - 18% could have been maintained. This means the result on utility bills would be an effective increase of 3 to 4% of the power charge in April, 1980. As a result of this change, City Council should be asked to consider a resolution objecting to the plan to reduce the rebate of Federal tax from 95% to 50%. The resolution should be submitted to Calgary Power and Red Deer's MLA and M.P.



A. Wilcock, B. Comm., C.A.  
City Treasurer

AW:mw

CC: E. L. & P. Superintendent  
City Clerk

Att'd.

Commissioners' comments

*We concur with the recommendations of the City Treasurer.*

*"K. CURLE" Mayor*

*"M.C. DAY" City Commissioner*



CALGARY POWER LTD. 110-12 AVENUE SW. MAIL: BOX 1900, CALGARY, ALBERTA T2P 2M1 PHONE 267-7110

January 19, 1979.

Mr. A. Wilcock,  
City Treasurer,  
City of Red Deer,  
4914 - 48 Avenue,  
RED DEER, Alberta.

Dear Mr. Wilcock:

As a result of recent amendments of The Utility Companies Income Tax Rebates Act and the corresponding regulations, Calgary Power Ltd. is in a position to increase the rate of income tax rebate from the present 12.5% to 18.5% effective February 1, 1979 through March 31, 1980.

#### Provincial Tax

The new legislation permits the Provincial Treasurer to rebate the Provincial portion of income tax on an almost fully current basis, thus Provincial income tax paid during the 1979 calendar year will be rebated during the 1979 fiscal year. At the same time the Province will pay out, over a three year period 1978 Provincial income tax already on hand.

#### Federal Tax

Three or four months ago the Federal Government announced its intention to discontinue rebating the Federal portion of income tax. Since then the Federal Government has changed its position somewhat and now plans to rebate 50% of the Federal tax rather than the 95% formerly rebated. This change will not affect the consumer until April 1980 because the Federal portion of the income tax rebate is still on a one year lag basis. That is, during the fiscal year 1979, the Company will be rebating 1978 Federal income tax of which 95% is to be returned. However, only 50% of 1979 income tax will be rebated which will affect the 1980/81 rebate period. For your information, I am attaching an MLA Report prepared by Dr. Allan Warrack, Minister of Utilities and Telephones outlining some of the history of the rebate program and the consequences of Federal cancellation or abbreviation of the program.

# CALGARY POWER LTD.

Mr. A. Wilcock,  
Continued

January 19, 1979.  
Page "2"

13.

## Future Years

Introduction of a fully current Provincial rebate will not sustain a rebate rate of 18.5% after March 1980. If the Federal Government is not influenced to change its present position and begins rebating only 50% of Federal income tax, the rate of rebate will decrease significantly in April 1980 to about 11% and will probably remain at this level. If the Federal Government were influenced to continue rebating 95% of Federal income tax a rebate rate of 16%-18% would probably be maintained indefinitely.

## Rate Increase vs. Increased Rebate

Calgary Power Ltd. made application to the Public Utilities Board in December 1978 for average rate increases of 7.5% on February 1, 1979 and 5.8% on February 1, 1980. Increases to various classes of consumer vary from the overall 7.5% increase. The increase in the income tax rebate program will essentially offset the rate increase for a typical householder served directly by Calgary Power Ltd. as indicated below:

	Before Rate Increase With <u>12.5% Rebate</u>	After February 1, 1979 Rate Increase With 18.5% Rebate
Householder's gross bill	\$23.75	\$25.79
Provincial discount -		
Amount	2.97	4.77
Percent	<u>12.5%</u>	<u>18.5%</u>
Householder's net bill	<u>\$20.78</u>	<u>\$21.02</u>

The same principle would apply to a consumer living in a wholesale community if the municipal portion of revenue requirements was not increased.

## Attached Schedules

Schedule "A" sets out actual and estimated revenue and income tax rebates during the 1978/79 rebate period using a rebate rate of 12.5% for the first 10 months and 18.5% for the months of January and February. Estimated final payments against the rebate year are indicated payable in February and March.

Schedule "B" sets out the revenue and income tax rebate for the period April 1, 1979 through March 31, 1980 using a rebate rate of 18.5%. Schedule "B" also sets out the schedule of payments during the fourteen month period beginning in February 1979. You will note quarterly advances will no longer be paid but will be replaced with

Mr. A. Wilcock,  
Continued

January 19, 1979.  
Page "3"

monthly installments. In turn the Provincial Government will discontinue making quarterly advances to Calgary Power Ltd.

Schedule "C" has been provided to assist you in calculating the municipal rebate rate which may be used. You will note the schedule has been designed to provide for an increase in the municipal rebate rate on February 1, 1979, which could be maintained for the following fourteen months.

#### Change in Municipal Rebate Rate

The City of Red Deer will have on hand at the end of January 1979 funds remaining from the advance provided at the beginning of January. These funds along with additional funds which Calgary Power Ltd. will forward in February and March (as indicated on Schedule "C") should enable The City of Red Deer to correspondingly increase its rebate rate to its consumers on February 1, 1979. If this step is taken, Calgary Power Ltd.'s rate increase should have a minor effect on the consumers net billing.

#### New Regulations and Municipal Responsibility

I am also attaching a copy of the regulations along with recent revisions. Your attention is drawn to the following items:

1. Section 11(1)A (as amended)

The term "Provincial Discount: which was used to indicate the reduction arising from the income tax rebate program on consumer bills is to be changed to read "Alberta Income Tax Rebate".

2. Section 12(1)

Requires each wholesale customer to provide an audited certificate at the end of each rebate period.

3. Section 9(2)

Requires each wholesale customer to file an undertaking with the Provincial Treasurer in respect of each rebate period before the utility company can distribute rebate funds to the wholesaler in respect of that rebate period.

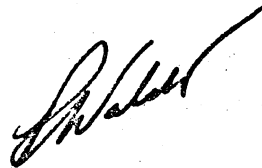
In this regard we are also attaching three copies of the Undertakings for the eleventh rebate period. We urge you to complete these in the near future and forward two copies to Calgary Power Ltd. retaining one for your own files. In this way, there will be no delay in receipt of your April 1, 1979 income tax rebate installment.

Mr. A. Wilcock,  
Continued

January 19, 1979.  
Page "4"

Please feel free to contact the writer should problems arise  
(phone: 267-7281).

Yours very truly,

A handwritten signature in dark ink, appearing to read 'M. R. Waldo', written in a cursive style.

M. R. Waldo,  
Senior Financial Analyst.

MRW/jy  
Attach.-

**MLA REPORT****Utility tax rebate  
cancelled****BY ALLAN WARRACK  
MLA****Three Hills & Minister  
of Utilities & Telephones**

In my cabinet portfolio of utilities and telephones, I receive many complaints about utility rates. These include gas, electricity and telephone rates; however, I believe everyone is aware that our natural gas price protection plan greatly reduces our heating costs.

My impressions are two-fold: (i) people are concerned about utility rates; and (ii) people are very aware of increases in recent years.

Albertans and all my constituents should be alarmed about new bad news about to be imposed by the federal government. That government proposes to repeal the public utilities income tax transfer act.

What results: the federal government will impose increased utility rates. Let me explain.

**TAX REFUND**

Provincial crown corporations do not pay income tax. Investor-owned (private) utilities do. The above act rebates (95 per cent of) these tax monies to the province; the Alberta government in turn flows these funds back to our citizens by way of reduced utility rates. The principle is to treat people equally regardless of the source of their utility service.

The federal government plans to cut off these funds. Electric and gas rates will be forced up.

**31 YEARS**

The federal decision terminates a program that has been in place for 31 years. The purpose of the program was to place the customers of privately-owned utilities on the same footing as customers of tax exempt publicly-owned utilities.

Between 1947 and 1965,

inclusive, the federal government transferred to the provinces 50 per cent of the federal tax paid by utility companies in respect of the distribution and sale to the public of electrical energy, steam and natural gas.

Beginning in 1966, the proportion was increased to 95 per cent in response to provincial arguments that privately-owned utilities were still at a significant disadvantage. (The 5 per cent withheld was to compensate the federal government for the dividend tax credit claimed by shareholders of the utilities.).

I invite all constituents to join in protecting ourselves from the proposed federal government action. Please support your member of parliament. I urge you to write hon. Jack Horner, federal minister of industry, trade and commerce, house of commons in Ottawa.

January 29, 1979

NO. 2

TO: CITY COUNCIL  
FROM: DIRECTOR ECONOMIC DEVELOPMENT  
RE: Lot 1, Block 2, Plan 752-1574  
Northland Industrial Park  
Fred Meyerink

A 1.3 acre parcel of land was sold by the City to Fred Meyerink in 1978 for the development of an automobile dealership. The contractor was Ed's Construction (Red Deer) Ltd. who on January 2, 1979 made application to the City for a rebate based upon the extensive site work which was required on the parcel of land.

The Land Sales policy of the City has been to permit rebates of up to \$2,000.00 per acre for land sites which require extensive work as a result of low-lying areas caused by sloughs, peat moss, etc. According to our Engineering Department, the survey of this particular parcel indicates that roughly half of the site or .70 of an acre was in fact covered by a slough.

In view of this, we feel justified in requesting that Council consider a rebate of the equivalent of \$2,000.00 per acre on the .70 acre parcel ( $.70 \times \$2000 = \$1,400$ ).

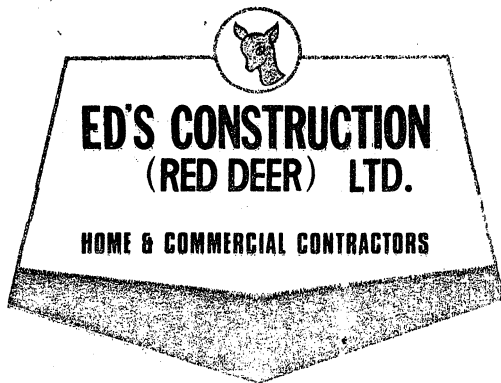
Thank you.

Respectfully submitted,

  
A.V. SCOTT, Director  
Economic Development

AVS/gr





7483 - 50th Avenue  
RED DEER, ALBERTA  
PHONE 347-4886

18.

January 2, 1979

Fred Meyerink

Re: Rebate on Lot-Part of Lot 1 Blk 2 Plan 752-1574  
7445-50 Avenue, Red Deer

To Whom It May Concern;

In regards to the above mentioned lot, we at Ed's Construction have spent the sum of Sixteen thousand dollars (\$16,000.00) before the foundation of the building could be started. After completion of the foundation, Eight thousand dollars (\$8,000.00) was spent on fill to bring the site up to grade. This brings the cost of preparation of the site to Twenty-four thousand dollars (\$24,000.00) which is approximately Fifteen thousand dollars (\$15,000.00) more than the average for a lot of this size.

We hope this is the information you require and if you have any questions please feel free to contact us.

Thank-you.

Yours Sincerely,



Ben Meyer  
General Manager

BM/ps

Commissioners' Comments: We concur with the comments of the Economic Development Director.

"K. CURLE" Mayor

"M.C. DAY" City Commissioner

NO. 3

February 1, 1979

To: Mayor and Members of Council

From: P.S.S. Director

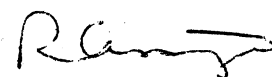
Re: Preventive Social Services Department  
Social Survey

This is to advise you that we received approval a short while ago for a P.E.P. (Priority Employment Program) project to do a survey of households in Red Deer. Our general intention is to obtain statistical information and identify community attitudes from the households surveyed to be used for social planning purposes. The data collected may be used as evidence to support or change community programs, facilities, or policies.

A number of community services (health, housing, education, recreation, social) were contacted to determine what information would be useful for planning purposes. A voluntary advisory committee has been set up with representatives from the Regional Planning Commission, Alberta Social Services, the Regional Hospital, the Public School system, Data Processing, and the Recreation Department. The committee serves to provide on-going direction and advice during the course of the project. Dr. Bill Stuebing from Red Deer College has been contracted to serve as our technical advisor.

Our intention is to prepare a report upon conclusion of the project for presentation to the P.S.S. Board and City Council. Following this the report will be made available to the various community services requesting information and the general public. We anticipate that much of the information obtained will be valuable in determining future planning directions for the City.

This is submitted for your information during the early part of the project. I would be glad to answer any questions that Council might have or to elaborate further on some of the points already mentioned.

R. Assinger  
P.S.S. Director

/ls

January 30, 1979

NO. 4

TO: City Council

FROM: City Assessor

RE: Court of Revision  
(Municipal Taxation Act)

Annually there shall sit a Court of Revision to hear and deal with complaints received against assessments (property and or business).

The Council by bylaw, may establish a Court of Revision consisting of not more than five members and any councillors, commissioners, municipal employee or municipal resident may be appointed.

Council by resolution, may act as the Court of Revision and in that case shall appoint not less than three nor more than five members to form the Court.

In the past, Council has appointed by bylaw, two of its own members and three residents to serve as the Court for a term of 1 year. Last year under bylaw #2579/78 the following persons formed the Court - Alderman Webb, Alderman Callahan, M. Parker, C. hood, and R. E. Barrett.

It is anticipated that this year's complaints could be dealt with in one afternoon (latter part of March).

In order to establish a definite date for the hearings, would Council please make the appointments as required by the Municipal Taxation Act.

Respectfully Submitted,



D. J. Wilson, A.M.A.A.

City Clerk's Comments:

*A draft bylaw to establish the Court will be available for Council consideration.*

"R. STOLLINGS"

January 26, 1979<sup>27.</sup>

NO. 5

Mayor Curle  
Mike Day  
City Council of Red Deer

Re: Annual Report  
Red Deer Landlord/Tenant Advisory Board

Dear Sirs:

Red Deer Landlord/Tenant Advisory Board in 1978 handled on the average of 80 - 100 calls per month, thanks to extension number of City Hall through P.S.S.

These inquires dealt with mostly security deposits not being returned, lack of maintenance, eviction notices, and general information relating to the Landlord/Tenant Act. The majority of complaints concern lack of security deposit return plus 6%; after 10 days required for return.

We have a good output for advertising through the Advocate, Consumers, Police, Tom Boy and Community Services Directory and all other outlets we can find to advertise to let the public know we have a good working Board. As P.S.S. is getting busier, the Board voted to have our own office.

As we have our own direct phone, 347-6530, and office, #7, 4809A - 48 Avenue, Red Deer, T4N 3T2. It has become very busy with to date, January 26, 1979, 232 calls since January 1, 1979 for literature both landlords/tenants re: security deposits, minor complaints, which are given to the board members, or answered by myself. We have had no major problems and all are amicably resolved, office hours being 10:00 a.m. to 3:30 p.m.

Beginning the 1978-79 term, the Landlord and Tenant Advisory Board, asked Council to stagger term of office to have continuity on Board, so four members for 1 year and 4 members for 2 years was passed, Bylaw # 2424/B-78 to amend Bylaw # 2424, for which we thank council.

During the year several Board members attended conferences in Banff, and Calgary, which was in conjunction with the province, Amstaltab, (association members, staff, Alberta Landlord Tenant Advisory Board). Being very educational re: laws governing Landlord Tenant Act for province including the new bill 34-1978.

Five members represent the Red Deer Board: 2 directors, Jim Wocks, June Wilson, Standardization, Peter Massie, Development, Tony Van Essen, Legislative, Mrs. Dicky Mulder.

As chairman of the board 1977-78, I feel we had a good year, and good relations with the City and public and as chairman again this year, feel it will be better.

Sincerely yours,



JUNE WILSON  
Chairman, 1977-78

/ca

NO. 6

January 30, 1979

TO: City Council

FROM: City Assessor

RE: Lot F, Plan 920 NY  
14/16 McVicar Street

May we advise that the Christian Reformed Church has made application to the Local Authorities Board for tax exemption on the education wing and auditorium. The Municipal Tax Exemption Act stipulates that the Municipality shall inform the Board whether or not it objects to the exemption within 40 days of the application, otherwise it is deemed to have no objections to an exemption being granted.

To assist City Council in their deliberation may we submit the following report.

In December 1976, the Red Deer Christian School made application to the Local Authority Board for tax exemption on the basis that they had constructed the extension to the Church for school purposes.

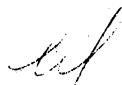
City Council at their meeting of January 24, 1977, agreed to support the request for tax exemption.

The Department of Municipal Affairs on May 3, 1978, advised Mr. Len Nederlof, the President of the Red Deer Christian School, that the Local Authority Board refused the application on the grounds that the property was not owned by them, the title was in the name of the First Christian Reform Church. It was pointed out that the First Christian Reform Church should make another application in 1978 taxation year, and perhaps change the name somewhat to qualify the school. Alternatively, the Church could transfer title of the property to the Red Deer Christian School in order that the school could make application for assessment and taxation exemptions. However, as the Church and School are actually one building, this would not be a practical solution. The other option of course was to apply to City Council yearly for a remission of taxes under section 104 of the Municipal Taxation Act.

In view of the above, the Red Deer Christian School made application to City Council for a tax remission and on September 5, 1978, Council agreed to rebate for 1978 the Municipal portion of \$601.30 and that the School be advised in case they wished to make application to the other taxing authorities (school and hospital).

January 30, 1979  
Page 2

As this is a new application for Tax Exemption,  
City Council's support or rejection is required.



D. J. Wilson, A.M.A.A.

cc Red Deer Christian School  
First Christian Reformed Church

CHRISTIAN REFORMED CHURCH - RED DEER, ALBERTA

24.

Local Authorities Board  
Room 500 10050 - 112 Street  
Edmonton, Alberta  
T5K 2J1

Re: Legal Lot F - Plan 920 NY  
14/16 McVicar Street  
Red Deer, Alberta

Gentlemen:

Relative to captioned property, please accept the enclosed form as our request to assessment and taxation exemption.

Formerly the local assessment department assessed all of the lands, being 2.07 acres +/- at a total 48,500 assessment.

We developed a Christian Day School Education wing and an auditorium, therefore the local assessor charged the principal user (Red Deer Christian School Society) 1/4 of an acre, being a land assessment of 5860. The owners land assessment was subsequently reduced by the same 5860 amount to a present 42,640 land assessment.

We appeal to you to exempt the owners of this additional assessment on the grounds that the use of the improvements is primarily for Christian day education.

Please recognize the church and school both are registered under the Societies Act.

As you may know from previous correspondence, our local city council approved our exemption and we appeal to you for similar consideration.

We await your favourable reply.

Yours truly,  
Christian Reformed Church

enclosures: \$25.00 cheque  
Exempt Application  
Financial Statement  
City of Red Deer Endosment

c.c. Red Deer Christian School Society  
City of Red Deer



APPLICATION FOR EXEMPTION FROM ASSESSMENT AND TAXATION

26.

A. Name of Applicant Christian Reformed Church  
#16 McVicar Street

B. Located in Municipality known as Red Deer, Alberta

C. Legal Description Lot F - Plan 920 NY  
2.07 acres more or less  
#16 McVicar Street

D. D1. Land Assessment 5860 + 42640 = 48,500 total  
D2. Improvements 35900 + 28620 = 64,520 total

E. Purpose of Property est. 88% for Div. Religious Service  
12% for Day School Education

F. Nature and Extend of Improvements Church Sanctuary - with  
educational wings and  
auditorium

G. Source of Income Our improvements and expenditures  
are maintained from donations  
only ( see enclosed financial  
statements)

H. Revenue Producing - if any No it is not, our source of  
income is by donations only.

I. Residential use if any No accommodation nor residence  
exists on the said property.

Commissioners' Comments

*As Council supported a similar application to Local Authorities Board  
in the past, we assume they would wish to support this application.*

"K. CURLE"

Mayor

"M. DAY" City Commissioner

NO. 7

January 25, 1979

TO: City Council

FROM: City Assessor

RE: Property Tax Penalty  
21 Payne Close  
Lot 4, Block 14, Plan 762-1934

With reference to M. J. Kahanyshyn's letter of January 21, 1979, may we advise that property tax penalties are levied on past due accounts in accordance with By-law #2247. Section 112, Subsection 2 of the Municipal Taxation Act states:

"No taxation notice shall be considered irregular, incomplete or otherwise invalid and no exemption from taxation is conferred by reason of any error, omission or misdescription in any taxation notice or by reason of the non-receipt of the notice by any person."

Please be advised that the above property received a penalty of \$158.61. This penalty was levied as follows:

1978 Property Tax due June 30		\$1,078.66
July 1, 1978 - 6% penalty	\$64.72	
Sept 1, 1978 - 3% penalty	\$34.40	
Nov. 1, 1978 - 3% penalty	\$35.33	
Jan. 1, 1979 - 2% penalty	<u>\$24.26</u>	
Total Penalty		\$158.61

The City is not responsible for non-receipt of tax notices as indicated, however, to help insure that all property owners are aware that the tax notices have been mailed, we place an advertisement in the newspaper.

Recommend no cancellation or refund of the penalties levied.

D. J. Wilson, A.M.A.A.

att'd.

Attention: City Clerk

1/21/79

Today I found mail at our new building site at 21 Payne Close. After opening the mail I find the letter was stamped mailed on 8/11/78. I had no prior notification or assessment notices - they may also be lost.

There are no provisions for mail on the construction site, since most of it is being mailed to our current Westpark living house.

I feel since the notices we lost during delivery and later ending up at the 21 Payne Close, still unnoticed till a weekend clean up. The interest charges should be waived.

I am mailing you a letter for \$1,078.66 and deleting the interest charges.

Please take the matter up with the Mayor and City Council to get their opinion. Trust they will accede to my request on the interest charge being waived.

We hope to be living in the house by April 1, 1979.

Thank you.

Enclosed cheque #133 \$1,078.66.

"M.J. KAHANYSHYN"

Note: I have discussed the above with your Tax Department.

Commissioners' comments

Concur fully with the comments of the City Assessor. Each year we receive numerous requests claiming that tax notices were not received, or were delayed as a result of the mails. The Act specifically contemplates this situation and to assist property owners we do advertise. To our knowledge Council have never in the past granted these requests, and we recommend Council uphold this policy and deny the application.

"K. CURLE" Mayor

"M.C. DAY"  
City Commissioner

# THE CITY OF RED DEER

29.



Office of:  
CITY CLERK

RED DEER, ALBERTA

T4N 3T4

February 1, 1979

NO. 8

TO: CITY COUNCIL

FROM: CITY CLERK

Re: Proposed Bylaws 2588/A-79, 2588/B-79  
and 2588/H-79

The aforementioned proposed amendments to the Land Use Bylaw have been advertised for a public hearing to be held Monday, February 5, 1979 commencing at 7:00 p.m.

Bylaw No. 2588/A-79 pertains to an application by Abacus Cities Ltd. relative the Glendale Subdivision to rezone the land between Mustang Acres and 67 Street, west of 59 Avenue to R.1.D and R.2.B. designation and regarding a proposal to create 67 single family dwelling and 2 multiple family dwelling sites.

Bylaw No. 2588/B-79 pertains to an application from Frank A. Greif and Associates Ltd. regarding a proposed subdivision "Henday Place" located north of 77 Street and west of 53 Avenue and if passed would change the designation of the land from A.1 to R.2.B., P.1 and utility lot.

Bylaw No. 2588/H-79, if passed, would provide that no development permit shall be issued until a site plan; the relationship between buildings, structures and open space; the architectural treatment of buildings, the provision and architecture of landscaped open space; and the parking layout for all the rowhouse and apartment projects in any district has been approved by the Municipal Planning Commission. In addition, no residential site shall be developed with a rowhouse or apartment building so as to leave within the area small isolated parcels of land that cannot accommodate future residential development of similar nature and no development permit shall be issued until the location of a site to be developed with rowhouse or apartment buildings and the relationship of this site, the surrounding environs has been approved by the Municipal Planning Commission.

It is suggested that Bylaw 2588/H-79 be given second and third reading but that Bylaws 2588/A-79 and 2588/B-79 be given second reading only and that third reading be withheld until all conditions of development and subdivision are met.

/ca

R. STOLLINGS  
City Clerk

# SK BUILDERS [RED DEER] LTD.

30.

P.O. Box 337  
RED DEER, ALBERTA

Phone 346-7946  
T4N 5E9

31 Jan 1979.

City Clerk  
City of Red Deer  
Red Deer, Alta.

Attention: R. Stollings

Dear Sir:

As a property owner of lot 15 - Blk 10  
Plan 782-2049 and also a recent owner of Lots 11-12  
13-14 Blk 10 Plan 782 - 2962 (until Dec 78) I have  
the following comments.

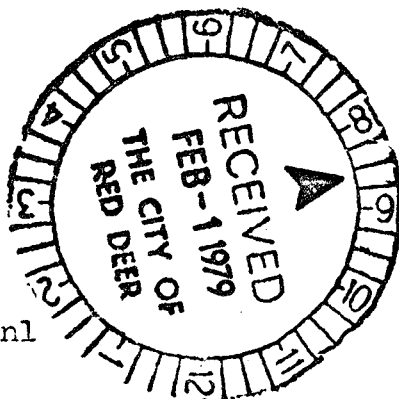
The above noted lands are zoned R2B. I  
note that 2 parcels in the rezoning are proposed to  
be R2B. The original subdivision of Lots 11 - 15 in-  
clusive, a condition of subdivision was semi detached  
dwelling homes being constructed.

With various attempts to utilize my property  
better by building fourplexes, aptment and or apartments  
were met with a deaf ear or ears.

The explanations both verbal and also written  
included a number of excuses.

- (1) density of the area.
- (2) access to 59th ave.
- (3) Parking
- (4) protest of local residents etc.

I will support the proposed rezoning of said  
"Lands", only on the condition of semi detached dwellings  
being constructed the R2B parcels, or that density per  
sq. acre be no greater than if there were duplexes  
constructed.



SH.nl

Yours truly,

*Soren Hansen*  
Soren Hansen  
President

NO. 9

DATE: January 30, 1979

TO: City Commissioner

FROM: City Treasurer

RE: WATER METER TENDERS

Attached are the tenders received for the 1979 supply of water meters. Emco Supply did tender an alternative to the prices shown. The alternative was rejected because it did not meet specifications.

It is recommended the supply of 3/4", 1", 1-1/2" and 2" meters be awarded to Neptune Meters because they are the lowest bidder meeting specifications.

The Purchasing agent and Meter and Sign Foreman recommended the supply of 3", 4" and 6" meters be awarded to Rockwell International because:

1. The turbine meters offered by Neptune meters do not meet the equivalent of the Rockwell compound meter both in physical sizes and also in flow ranges.
2. The 4" meter offered by Emco does not meet the dimensional sizes of the Rockwell Compound.
3. Parts are stocked for the Rockwell meters.

The Purchasing Agent and Meter and Sign Foreman recommend the supply of 5/8" meters be awarded to the second low tender of Neptune because:


1. The inventory for parts of 5/8" meter is all Neptune.
2. The shop is geared to 5/8" Neptune meters.
3. Service vehicles only have one type of meter to carry making installation easier.

- 2 -

4. Record keeping is easier if the meter used is standardized.

Requested Action

As the order will exceed \$5,000 and the second low tender is being recommended for the supply of 5/8" and 3" and the third low for 4"; Council approval is requested. The increased cost of recommended tenders is disclosed on the attached sheet.



A. Wilcock, B. Comm., C.A.  
City Treasurer

AW:mw

CC: City Clerk  
Purchasing Agent  
Meter and Signs Foreman

Att'd.

WATER METER TENDERS1979

<u>METER SIZE</u>	<u>SPECIFICATION</u>	<u>NEPTUNE METERS</u>	<u>ROCKWELL INTERNATIONAL</u>	<u>EMCO SUPPLY</u>
5/8"	Trident or equal	\$ 59.82	\$ 61.25	\$ 53.00
3/4"	Trident or equal	67.84	69.17	84.30
1"	Trident or equal	100.03	101.97	112.93
1-1/2"	Trident or equal	182.80	187.35	235.30
2"	Trident or equal	271.75	279.41	319.13
3"	Rockwell compound  or equal	582.00	806.98	1,045.93
4"		1,150.00	1,271.21	1,263.76
6"		2,231.51	1,785.19	2,258.12

INCREASED COST RESULTING FROM  
ACCEPTING RECOMMENDED TENDERS

<u>METER SIZE</u>	<u>ESTIMATED USAGE</u>	<u>LOW TENDER VALUE</u>	<u>RECOMMENDED TENDER VALUE</u>	<u>INCREASED COST</u>
5/8"	300	\$15,900	17,946	\$2,046
3"	2	1,164	1,614	450
4"	1	1,150	1,271	121

Commissioners' comments

*Concur with the comments of the City Treasurer. We have standardized our meters in the past to avoid duplicate stocking of parts and reduce costs.*

*"K. CURLE" Mayor*

*"M.C. DAY" City Commissioner*



January 31, 1979

NO. 10

TO: CITY CLERK

FROM: DEVELOPMENT OFFICER/BUILDING INSPECTOR

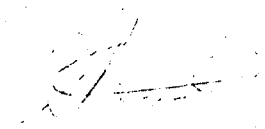
RE: PERMIT FEES - I would appreciate this memo and the attached being brought forward on the next available Council Agenda

The City currently charges fees to individuals or companies when they engage in certain activities in the city. The activities which concern the Inspection Department include construction, demolition, gasfitting, plumbing, heating and erection of signs. Fees or permits for occupying buildings, for processing development applications, are included as well. The fees are intended to offset the cost to the City of plan checking, record keeping, filing, and where necessary, making inspections of the work done.

A survey of the major centres in Alberta was made in reviewing these fees. The results of this survey indicated that most of our fees are lower, in some instances, very much lower, than in other cities. As well, recent records indicate that costs of providing inspections, maintaining a record system and other office expenses have risen to be very close to revenues brought in. Using 1978 figures supplied by the Treasury Department, revenue was approximately \$78,000 above expenses. In projecting our costs, it would appear that in either 1979 or 1980, the department would be operating at a deficit, due to increased growth of our city. In order to maintain our present position of being self sufficient or able to provide a surplus, it will be necessary to raise these fees.

The attached show: (1) a total permit fee comparison between cities; (2) cost of various permits for three types of buildings in Red Deer; (3) permit fee schedules; and (4) various permit costs. Included in the proposed fees is a schedule of building costs that can be used for various projects to determine fees to be charged for building permit purposes.

It is our recommendation that these fees be approved by Council at this time.

  
RYAN STRADER,  
Development Officer &  
Building Inspector

RS/gr

Atts:

# PERMIT FEE COMPARISON

YEAR OF BY-LAW	1978	1979	1978	1977	1974	PROPOSED
BUILDING EXAMPLE	EDMONTON	CALGARY	LETHBRIDGE	GRANDE PRAIRIE	RED DEER EXISTING	RED DEER PROPOSED
Single Residence 1200 Bi-Level Masonry Fireplace Estimated \$40,000 (50,500)	\$178.25	\$190.25	\$172.25	\$157.25	\$116.00	\$178.75
4-Plex 800 sq.ft. Separate Furnaces Estimated Cost \$100,000	\$436.00	\$456.00	\$421.00	\$348.00	\$290.00	\$441.00
17 Suite Apartment Estimated Cost \$300,000	\$981.35	\$1054.35	\$994.00	\$837.00	\$633.00	\$1040.35

EXAMPLE #1

Single Residence - 1200 sq. ft. Bi-Level; (1) Masonry Fireplace; F/A Heating System (110,000 B.T.U.) - Estimated Construction Cost for Permit \$40,000

PERMIT	PROPOSED FEE	EXISTING FEE
<u>Building</u>	1200 sq.ft. @ \$40.00 + Fireplace @ \$2,500 = \$50,500 Const. Cost = \$60.00 + (30,500 @ 2.50) \$76.25 = <u>\$136.25</u>	$\$40,000 \times 2.50 = \underline{\$100.00}$
	<u>\$136.25</u>	\$100.00
<u>Plumbing &amp; Gas</u>	Weeping Tile 3.00 Plumbing Permit 18.00 Gas Permit 6.50 <u>\$27.50</u>	No Charge \$6.00 (6 fixtures) 5.00 <u>\$11.00</u>
		\$11.00
<u>Heating</u>	F/A System \$15.00	\$5.00 \$5.00
TOTAL PERMIT FEE	PROPOSED <u>\$178.75</u>	EXISTING <u>\$116.00</u>

EXAMPLE #2

4-Plex, 800 sq. ft. per Unit, Floor Areas 1600 sq. ft.; Separate Furnaces  
4 x 65,000 B.T.U. Estimated Construction Cost for Permit \$100,000.00

PERMIT	PROPOSED FEE	EXISTING FEE
<u>Building</u>	Main Floor (1600 sq.ft. @ \$40.00 sq.ft.+) 2nd Floor (1600 sq.ft. @ \$30 sq.ft.) = \$112.00 = \$60.00 + (92,000 @ 2.50) \$230.00 = <u>\$290.00</u>	$\$100,000.00 @ 2.50 = \$250.00$ <u>\$250.00</u>
<u>Plumbing &amp; Gas</u>	Weeping Tile 3.00 Plumbing Permit 60.00 Gas Permit 26.00 <u>\$89.00</u>	\$20.00 (20 Fixtures) \$20.00
<u>Heating</u>	F/A System \$15.50 x 4 Units = \$62.00	\$20.00 - \$20.00
TOTAL PERMIT FEES	<u>\$441.00</u>	<u>\$290.00</u>
OCCUPANCY PERMIT	\$500. x 4 = \$20.00	NO CHARGE

EXAMPLE #3

17 Suite Apartment:- 3 Storey, Main Floor Area 3535 sq. ft., Hot Water Heating 80,000 B.T.U. Estimated Construction Cost for Permit \$300,000

PERMIT	PROPOSED FEE		EXISTING FEE	
<u>Building</u>	10,605 sq.ft. (3535 sq.ft.x 3)= \$296,940 = \$60 + (276,940 @ 2.50) \$692.35	=	\$440 (100,000 @ 2.50 + 2,000,000 @ 1.50)	
			<u>\$752.35</u>	<u>\$550.00</u>
<u>Plumbing</u>	Weeping Tile 3.00 Plumbing Permit 204.00 Gas Permit 59.00		NO CHARGE \$68.00 \$10.00	
			<u>\$266.00</u>	<u>\$ 78.00</u>
<u>Heating</u>	Heating System	<u>\$22.00</u>		\$ 5.00
TOTAL PERMIT FEE	PROPOSED	<u>\$1040.35</u>	EXISTING	<u>\$633.00</u>
OCCUPANCY FEE	TOTAL \$50.00		NO CHARGE	

1. (a) The basic fees for all building permits shall be as follows:

38.

## BUILDING PERMIT FEES

Estimated Cost	Fees
Up to and including \$20,000.00	\$3.00 for each \$1,000 or part thereof
Over \$20,000.00	\$60.00 plus \$2.50 for each \$1,000 or part thereof in excess of \$20,000.00

(Applies to both new buildings and alterations of existing buildings)

- (b) When applying for a Building Permit, substantiating evidence or a letter from the architect or engineer stating the total construction costs including mechanical, electrical, etc., should accompany the application. In the absence of such evidence, the reported value should not be less than the following:

Residential and Housing

Main Floor . . . . .	\$40.00 per sq. ft. or \$430.56 per sq. metre
Second Floor . . . . .	\$30.00 per sq. ft. or \$322.93 per sq. metre
Basement & Other . . . . .	
Finished Area . . . . .	\$10.00 per sq. ft. or \$107.64 per sq. metre
Attached Garage . . . . .	\$13.00 per sq. ft. or \$139.94 per sq. metre
Detached Garage . . . . .	\$10.00 per sq. ft. or \$107.64 per sq. metre
Attached Carport . . . . .	\$07.00 per sq. ft. or \$075.35 per sq. metre
Fireplace (Built-in) . . . . .	1 - Hearth \$1,800.00
	2 - Hearths \$2,200.00
Fireplace (Free-standing . . . . .	
Pre-fabricated) . . . . .	1 - Hearth \$1,300.00
	2 - Hearths \$1,800.00
Fireplace (Masonry) . . . . .	1 - Hearth \$2,500.00
	2 - Hearths \$2,800.00

Row Housing or Town Housing

One Storey with fully	
Unfinished Basement . . . . .	\$32.00 per sq. ft. or \$344.46 per sq. metre
Two Storey with fully	
Unfinished Basement	
Main Floor . . . . .	\$ 32.00 per sq. ft. or \$344.46 per sq. metre
Second Floor . . . . .	\$26.00 per sq. ft.
Finished Basement	
Addition . . . . .	\$10.00 per sq. ft. or 107.64 per sq. metre

Apartments and Hotels

Multi-Storey Reinforced	
Concrete Construction . . . . .	\$35.00 per sq. ft. or \$376.75 per sq. metre
Masonry and Wood Framed	
Construction (Three	
Storey or Under) . . . . .	\$28.00 per sq. ft. or \$301.40 per sq. metre
Basement Garage . . . . .	\$15.00 per sq. ft or \$161.47 per sq. metre

Above Ground Garage . . . . . \$13.00 per sq. ft. or \$139.94 per sq. metre

Hospitals

Multi-Storey Reinforced

Concrete Construction . . . . . \$60.00 per sq. ft. or \$645.85 per sq. metre

Masonry and Wood-Framed

or Steel Framed Con-

struction (Three Storey

and Under) . . . . . \$50.00 per sq. ft. or \$538.21 per sq. metre

Wood-Framed Construction

(Three Storey and

Under) . . . . . \$40.00 per sq. ft. or \$430.56 per sq. metre

School and Churches

Reinforced Concrete Con-

struction . . . . . \$40.00 per sq. ft. or \$430.56 per sq. metre

Masonry and Wood-Framed

or Steel Framed Con-

struction (Three

Storey and under) . . . . . \$32.00 per sq. ft. or \$344.46 per sq. metre

Wood-Framed Construction . . . . . \$26.00 per sq. ft. or \$279.87 per sq. metre

Warehouses

Reinforced Concrete Con-

struction (Shell Only) . . . . . \$20.00 per sq. ft. or \$ 215.28 per sq. metre

Masonry and Wood-Framed

or Steel-Framed Con-

struction (Shell Only) . . . . . \$17.00 per sq. ft. or \$182.99 per sq. metre

Additional Interior Part-

ition Including Small

Offices . . . . . \$08.00 per sq. ft. or \$086.11 per sq. metre

Commercial Buildings and Offices

Multi-Storey Reinforced

Concrete Construction . . . . . \$45.00 per sq. ft. or \$484.39 per sq. metre

Masonry and Wood-Framed

Or Steel-Framed Con-

struction . . . . . \$32.00 per sq. ft. or \$344.46 per sq. metre

Wood-Framed Construction . . . . . \$27.00 per sq. ft. or \$290.64 per sq. metre

Restaurants

Masonry and Wood-Framed

Construction . . . . . \$30.00 per sq. ft. or \$322.29 per sq. metre  
Wood-Framed Construction . . . \$25.00 per sq. ft. or \$269.11 per sq. metre

Industrial Plants

Reinforced Concrete Construction . . . . .

\$25.00 per sq. ft. or \$269.11 per sq. metre

Masonry and Wood-Framed  
or Steel-Framed

Construction . . . . . \$17.00 per sq. ft. or \$182.99 per sq. metre  
Wood-Framed Construction . . . \$14.00 per sq. ft. or \$150.00 per sq. metre

Service Stations

Masonry and Wood-Framed

Construction . . . . . \$30.00 per sq. ft. or \$322.29 per sq. metre  
Steel Construction . . . . . \$22.00 per sq. ft. or \$236.81 per sq. metre  
Wood-Framed Construction . . . \$22.00 per sq. ft. or \$236.81 per sq. metre

Public Garages

Reinforced Concrete

Construction . . . . . \$22.00 per sq. ft. or \$236.81 per sq. metre

Masonry and Wood-Framed  
or Steel-Framed

Construction . . . . . \$20.00 per sq. ft. or \$215.28 per sq. metre  
Steel Construction . . . . . \$17.00 per sq. ft. or \$182.99 per sq. metre  
Wood-Framed Construction . . . \$15.00 per sq. ft. or \$161.47 per sq. metre

Additional Cost Due To The Following:

- a) For Sprinklered Buildings . . . \$01.25 per sq. ft. or \$013.46 per sq. metre  
For Air-Conditioned  
Buildings . . . . . \$02.50 per sq. ft. or \$026.91 per sq. metre
- b) The fee for building inspection upon request other than when a  
Building Permit has been issued shall be a flat fee of \$20.00
- c) The fee for demolition of a building shall be a flat fee of \$15.00
- d) The fee for moving a building shall be a flat fee of \$20.00

2. The fees for all permits for plumbing and gas shall be as follows:

47.

For each plumbing fixture, discharge device, or weeping tile system	\$ 3.00
For each house sewer	\$ 8.00
For each dry well	\$ 8.00
For each septic tank	\$ 8.00
For each storm sewer (commercial installation only)	\$15.00
For each mobile home connection	\$10.00
Minimum fee for any plumbing permit requiring inspection will be	\$ 7.00
Reinspection of Job not approved	\$10.00

#### GAS

##### Residences

New installations with not more than four (4) outlets per meter	\$ 6.50
Each additional outlet	\$ 1.50
Minimum fee for any residential gas permit requiring inspection will be	\$ 6.50
Reinspection of gas installation not approved	\$10.00

All major occupancies other than single and two-family residences.

(Fee to be determined by the total B.T.U. rating for all gas  
fixtures, furnaces or other devices installed)

65,000 BTU/HR input or less	\$15.50
65,001 - 200,000 BTU/HR input or less	\$22.00
200,001 - 400,000 BTU/HR input or less	\$26.50
400,000 - 500,000 BTU/HR input or less	\$45.00
500,001 - 1,000,000 BTU/HR input or less	\$59.00
1,000,001 - 5,000,000 BTU/HR input or less	\$105.00
5,000,001 BTU/HR or over	\$143.00
Temporary gas line	\$ 15.50

Maximum permit fees on any permit is \$143.00 except as provided  
hereunder for alterations not requiring an operational test.  
Alterations to an existing gas line not requiring an operation  
test of an appliance served by this line \$15.00  
Reinspection of gas/installation not approved \$10.00



3. Fees for mechanical permits shall be as follows: Installation of alteration of any automatic fire extinguishing system or part thereof, \$10.00 per permit application. Add \$30.00 per man-hour of City inspection procedure on each project where work has commenced before a required mechanical permit has been obtained.

Installation or alteration of any fan unit or duct system or part thereof, other than those covered by a heating permit, or chute, \$10.00 per permit application. Add \$30.00 per man-hour of City inspection procedure on each project where work has commenced before a required mechanical permit has been obtained.

4. Fees for heating permits shall be as follows:

(a) Residential

Each heating unit or system installation	\$15.50
Each major alteration of an existing system	\$15.50
Each vent or metal chimney installed separately	\$15.50
Each replacement furnace	\$15.50
Each inspection or work started without a required permit	\$33.00

(b) Commercial

Each heating unit or system installation	\$22.00
Each major alteration to any existing system	\$22.00
Each replacement furnace	\$22.00
Each inspection of work carried out without a required heating permit	\$33.00

5. OCCUPANCY PERMIT FEES

(Apartment Buildings (Three or more Suites or Apartments))

- Up to ten suites or apartments - \$5.00 per suite or apartment.
- Ten or more suites or apartments - \$50.00

Commercial

- Up to and including 5,000 square feet (464.52 square metres) \$10.00 per 1,000 square feet (9219 square metres) or portion thereof.

Industrial

- Up to and including 5,000 square feet (464.52 square metres) \$15.00 per 1,000 square feet (9219 square metres) or portion thereof.
- Over 5,000 square feet (464.52 square metres) - \$75.00

6. Any work commenced without first obtaining a permit shall be subject to double the amount set out as a fee in the appropriate table, in addition to any penalty which may be imposed in respect of the contravention, unless prior permission has been obtained from the authority having jurisdiction.

SIGN PERMIT FEES

A permit fee in accordance with the following schedule shall accompany all applications for each sign permit or each application for permit for an addition to a sign, provided the minimum fee, exclusive of any costs for a building permit, shall not be less than ten dollars (10.00) for any sign or addition to a sign requiring such a permit.

(a) On Premise Business Identification

Signs intended to be viewed from a public thoroughfare shall be calculated on a basis of \$3.00 per square meter (10.8 square feet) except that;

- (i) comprehensive sign packages as part of a new building or in response to special land use district adopted by City Council for sign control shall pay a fee based on \$2.50 per square meter (10.8 sq. ft.);
  - (ii) the calculation for a freestanding or projecting sign shall be based on the largest individual face of the sign; for marquees, on the sum of the principal face and one additional face; and for cubes, on the total area of any two unidentical faces;
  - (iii) for facia or wall signs, only the copy area shall be used to calculate the sign permit fee;
- (b) Development Applications for signs may be included in the general property Development Application at the discretion of the applicant if the required sign information is available, in which case the required sign permit fee would be reduced by 10%.

BUILDING PERMIT FEES

44.

Calgary - Up to \$20,000 - \$3.00 for each \$1,000.00 or part thereof  
- over \$20,000 - \$60 plus \$2.50 for each \$1,000 in excess of \$20,000

Edmonton - Up to \$20,000 - Same As Calgary  
-over \$20,000 - Minimum Fee \$10.00

Lehtbridge - Up to \$20,000 - \$3.00 for each \$1,000 or part thereof  
-over \$20,000 - \$60.00 plus \$2.00 for each \$1,000 in excess of \$20,000

Medicine Hat - Up to \$30,000 - \$2.00 for each \$1,000 or part thereof  
- over \$30,000 - \$60.00 plus \$1.00 for each \$1,000 thereafter

Grande Prairie - Up to \$20,000 - Same As Calgary  
- over \$20,000 - Same as Calgary

Red Deer - Up to \$100,000 - \$2.50 for each \$1,000 or part thereof  
- over \$100,000 - \$1.50 for each \$1,000 thereafter

OCCUPANCY PERMITS

45.

Calgary - No Charge

Edmonton - No Charge

Lethbridge - Residential, up to 10 suites \$5.00 over 10, \$50.00

Commercial, up to 5,000 sq. ft. \$10.00 per 1,000 over 50, \$15 to \$75

Medicine Hat - \$2.00 flat

Grande Prairie - \$1.00 for every 200 square feet minimum \$10.00

Red Deer - No Charge

PLUMBING PERMIT FEES

Dollar Value

	Cal.	Edmon.	Leth.	Med. Hat	G. Prairie	R. Deer
Weeping Tile	3					
House Sewer	3	5	8		3	
Dry Well	3		8			
Septic Tank	3		8			
Storm Sewer	16.50	5.00	10			
Mobile Connection	11	5	8		3	
Water Service			8		3	
Lawn Sprinkler			8			
Dishwasher			8			
Fire Extinguishing Systems	12		10			
Fire Hydrant or Private Property		5	5			
Fire Hose Cabinet			4			
Extension To Existing Plumbing			8		5	2
Minimum Fee	8	5	10			1
Re-Inspection	8	double	10			2

MECHANICAL FEES

Furnace - 65,000 BTU or less	17	* 8	8	\$8 per	
65,000 - 200,000 BTU or less	24	10	15	install.	
200,000-400,000 BTU or less	29	15	22	up to and	
400,000-500,000 BTU or less	49	20	29	including	
500,000-1,000,000 BTU or less	65	20	45	150,000 BTU	
1,000,000-5,000,000 BTU or less	115	30	75	with addition.	
5,000,000 - Maximum fee or less	157	40	100	\$1. for every	
Temporary Gas Line	17	10	15	100,000	5
New installation-up to 4 outlets	7	8	10	10 (7 Fixtures)	5
Each additional outlet	1	1	2	1	1
Min. fee for residential	7		10		2
Re-Inspection Fee	10		20		2

Residences (Not including apts.)

\* Forced Warm Air System \$12 per furnace  
Gravity Warm Air System \$12 per furnace

Mechanical Permit Fees (Cont'd)

46.

-Residential-

	Installation or Alteration	Cal.	Edmon.	Leth.	Med. Hat.	G. Prairie	R. Deer
1)	Fan or Duct System (other than heating permit)	12	10				
2)	Each hearing unit or system	17	12				
3)	Alteration to existing system	17					
4)	Vent/Metal Chimney installed separate	17		5			
5)	Replacement Furnace	17					
6)	Work Started without permit	50					
7)	Propane Tank			8			

-Commercial-

1)	Each heating unit or system	24	20				
2)	Alterations to existing system	24					
3)	Replacement Furnace (each)	24					
4)	Work Started without permit	50					
5)	Re-Inspection	10					
6)	Exhaust Systems						

Commissioners' comments

*We recommend Council authorize preparation of amendments to our permit fees as outlined by the Development Officer.*

"K. CURLE"  
Mayor

"M.C. DAY"  
City Commissioner

## RECREATION BOARD MEMBERS

## PROVINCIAL WORKSHOP

E N E R G I Z E '79

DATE: March 1 - 4, 1979

LOCATION: Traveller's Motor Hotel  
Peace River, AlbertaRECREATION, PARKS  
AND WILDLIFERecreation  
Development Division

Reserve March 1st, 2nd, 3rd and 4th, 1979 as the dates that you'll be attending the Recreation Board Members Provincial Workshop at the Traveller's Motor Hotel in Peace River.

## PURPOSE OF THIS WORKSHOP

To provide a necessary opportunity for interaction between Municipal Recreation Board Members, Municipal elected Representatives and selected resource people at a provincial level.

## OBJECTIVES

1. Review the relationships between the Council, the Recreation Board and the public at large in providing a wholesome recreation service.
2. Provide an opportunity for Recreation Board Member participation in discussions concerning their role in the future of municipal recreation development.
3. Provide an opportunity to share new ideas and current information on municipal recreation.

## PROGRAM INFORMATION AND REGISTRATION FORMS ARE ENCLOSED

If you are interested in taking advantage of the charter rates for transportation to Peace River, please pay particular attention to the charter ~~headlines~~.

PLAN TO SEND REPRESENTATION FROM YOUR COMMUNITY!

REGISTER NOW!!

A circular stamp with the word "RECEIVED" in a bold, sans-serif font at the top, and the date "JAN 18 1979" in a similar font at the bottom.

January 25, 1979

48.

TO: CITY CLERK

FROM: RECREATION SUPERINTENDENT

The information in your hands has been presented to the Recreation Board and two Recreation Board Members have indicated an interest in going.

This is an excellent conference primarily for elected officials and Board Members. We would encourage any interested Council Members to attend and would be pleased to make arrangements for this.

  
DON MOORE

DM:mg

January 31, 1979.

NO. 12

TO: Council  
FROM: City Clerk

RE: Land Use Bylaw Amendment 2588/K-79

A copy of the above mentioned bylaw is enclosed with this agenda for consideration of Council. This proposed amendment provides for the reclassification of lands in the vicinity of the Roda Development proposal on the South Hill and upon being finalized will enable the development to proceed. It would be our intention at this time to process the bylaw amendment through 1st and 2nd readings and we would suggest that Council withhold 3rd reading until all conditions authorized by Council have been met.

Yours truly,

R. Stollings  
City Clerk

RS/ds  
Encl.



RED DEER REGIONAL PLANNING COMMISSION

50.

NO. 13

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA  
T4N 5Y5

FILE No.

January 29, 1979

Mr. R. Stollings  
City Clerk  
City of Red Deer  
City Hall  
Red Deer, Alberta

Dear Sir:

Re: Land Use Amendment  
Morrisroe Extension

I am enclosing herewith a copy of the Land Use Amendment for the Morrisroe Extension. The subdivision of lots is being approved subject to the land use being approved by City Council.

I would appreciate City Council giving First Reading to this bylaw at this time and final reading after the public hearing. For City Council's information, the plan after the survey would provide 444 single family lots, 38 (76 units) semi detached lots and 3 multiple family sites.

Yours sincerely,



D. Rouhi, MCIP  
Senior Planner  
City Planning Section

/mjw

Encl.

cc: D. Wilson, City Assessor  
B. Jeffers, City Engineer

MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIL - TOWN OF LACOMBE  
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF STETTLER - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS  
VILLAGE OF BOWDEN - VILLAGE OF CAROLINE - VILLAGE OF CREMONA - VILLAGE OF ELMORA - VILLAGE OF PENHOLD - SUMMER VILLAGE OF GULL LAKE  
SUMMER VILLAGE OF ROCHON SANDS - COUNTY OF LACOMBE No. 14 - COUNTY OF MOUNTAIN VIEW No. 17 - COUNTY OF PAINTERTH No. 18 - COUNTY OF RED DEER No. 23  
COUNTY OF STETTLER No. 6 - IMPROVEMENT DISTRICT No. 10

NO. 14

TO MAYOR & COUNCIL

*It is proposed that sections 16(1), 16(2), 16(3) of the City of Red Deer Dog Bylaw 2583/78 be amended in its entirety for the purpose of the separating and clarifying different offences under the bylaw and the specific penalties for each such offence.*

*"T.J. ANDERSON"  
License Inspector*

Commissioners' comments

*Recommend Council amend the Dog Control Bylaw as outlined.  
This amendment has been reviewed by the City Solicitor.*

*"K. CURLE"  
Mayor*

*"M.C. DAY"  
City Commissioner*

NO. 15

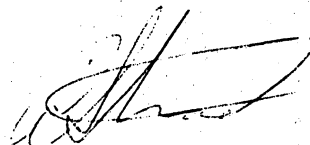
January 31, 1979

TO: CITY COUNCIL  
FROM: DEVELOPMENT OFFICER/BUILDING INSPECTOR  
RE: 44 Oyen Crescent

Further to my memo of January 16, 1979 to you on the above subject, I wish to advise that as of January 31, 1979 the situation has not changed. That is the basement has not been properly back filled or the sub-floor put on. A letter from the owner dated January 23, 1979 indicated he would be starting construction January 26, 1979 on this site.

Council can declare this site as a nuisance and/or dangerous as provided in Nuisance Bylaw # 2060. Council may direct that the owner of the property do certain things to eliminate the situation and if this is not done, have the work done with the costs charged to the owner.

In this case, the basement should be backfilled and the sub-floor put on. We recommend the owner be directed by Resolution of Council to do these things and if they are not completed in 14 days, the Building Inspection Department be authorized to have the work done, the costs being charged in the same manner as taxes.



RYAN STRADER,  
Development Officer &  
Building Inspector

RS/gr

July 27, 1978

TO: City Council  
 FROM: City Assessor

RE: Land Sale Agreement -  
 Lot 28, Block 12, Plan 762-1979  
 Alfred Douglas Rosene & Dorothy E. Rosene  
Oriole Park Extension

With reference to the above described lands. Please see the attached correspondence requesting an application to City Council for the reinstatement of the land sale agreement.

We submit the following summary for Council's perusal.

Mar 18/77 Home owner land sale agreement signed by Alfred and Dorothy Rosene.

Nov 17/77 Final payment due in the amount of \$4,130.00. This payment was not received on time and agreement was declared null and void.

Dec 1/77 File was forwarded to City Solicitor for his interpretation of late payment violation.

Jan 9/78 Received City Solicitor's ruling that it appeared that the agreement was null and void due to late payment and the purchaser would have to make application for reinstatement.

Jan 26/78 Received application for reinstatement from Solicitor R. Schnell. The affidavit accompanying the application noted that Keith Rosene was acting on behalf of Alfred & Dorothy Rosene.

Feb 1/78 Application for reinstatement was forwarded to the City Commissioners for their perusal.

Feb 20/78 City Commissioners approved the reinstatement of the agreement subject to penalties as outlined by the resolution of City Council dated September 26, 1977. Payment and penalties to be paid were as follows:

a) 1½% of total purchase price of	
\$12,390.00	185.85
b) 1½% of delinquent payment per	
month Dec 31	90.86
c) Delinquent payment	<u>4,130.00</u>
Total monies required	<u>4,406.71</u>

An extension for commencement of construction was also granted to March 20, 1978.

- Feb 21/78 The aforementioned approvals were forwarded to R. Schnell and Alfred and Dorothy Rosene.
- Mar 16/78 The monies required to reinstate agreement were received in full.
- Mar 21/78 Correspondence forwarded to R. Schnell and Alfred and Dorothy Rosene that the agreement was again null and void as the March 20, 1978 commencement of construction deadline had not been adhered to. A ten day time limit was given for receipt of application for reinstatement.
- Mar 31/78 An affidavit was received from R. Schnell outlining reasons for reinstatement.
- Apr 4/78 Application for reinstatement was forwarded to City Commissioners for perusal.
- Apr 11/78 Commissioners granted approval for reinstatement and an extension for commencement of construction to April 30, 1978 subject to completion date remaining same.
- Apr 12/78 Decision of City Commissioners forwarded to R. Schnell and Alfred and Dorothy Rosene.
- Apr 18/78 Application for building permit was made. Plans were returned as incorrect.
- Apr 21/78 Building grade certificate issued.
- Apr 27/78 Building permit issued.
- May 1/78 Correspondence forwarded to R. Schnell, Alfred and Dorothy Rosene, Acting Building Inspector and Keith Rosene that the agreement was again null and void as the footings were observed to not be in place as of 9:00 a.m., May 1, 1978. Stop work order was issued by Building Inspection Department until further notice.
- May 17/78 Cheque for refund of monies paid for as per land sale agreement was forwarded to Alfred Rosene. The monies refunded were as follows:
 

Total Purchase Price	12,390.00
Less 1½% of total purchase price/month (13 months 12 days agreement in effect March 18/77 - May 1/78	2,490.39

"Clause 2 subclause (c) (vii) of agreement."

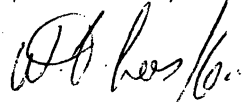
55.

Less monies to bring lot back to shape	300.00
"Clause (3) subclause (e)"	
Total monies refunded	9,599.61

May 29/78 A further application for reinstatement was received from R. Schnell and was denied by the City Commissioners.

Jun 7/78 Received application for reinstatement to be presented to City Council.

Respectfully submitted,



D. J. Wilson, A.M.A.A.

att'd.

August 8, 1978

Council resolved to re-instate the land sale agreement in respect of Lot 28, Block 12, Plan 762-1979 .

November 14, 1978

Letter forwarded from Building Inspection Dept. requesting completion of basement and completion of back filing.

January 3, 1979

Further letter forwarded to Developer advising that complaints are being received over lack of completion and dangerous conditions of the site.

January 23, 1979

Letter from property owner advising will have crews on the site January 26, 1979.

# SCHNELL & LAWRENCE

BARRISTERS AND SOLICITORS

56.

ROBERT E. SCHNELL  
N. PATRICK LAWRENCE, O.C.

601 PROFESSIONAL BUILDING, 4808 ROSS ST.  
RED DEER, ALBERTA T4N 1X5  
(403) 346-8871 TWX 610-841-2400

~~XXXXXXXXXX~~

J. I. MacSween

OUR FILE: 5035

YOUR FILE:

June 7, 1978

Land Department  
City of Red Deer  
City Hall  
Red Deer, Alberta

Dear Sirs:

Re: Alfred Douglas & Dorothy E. Rosene -  
Lot 28, Block 12, Plan 762 1979

This is further to your letter of May 29th in  
the above regard.

Will you please accept this letter as our re-  
quest to have the decision of the City Commissioners ap-  
pealed to City Council. We would request that you place  
the Appeal on the first agenda of City Council following  
July 15th. My client is presently away from Red Deer and  
will not be back here until that time.

I would also request that you attach to the  
material presented to City Council the Affidavit of Keith  
D. Rosene sworn on 12th May, 1978, which Affidavit was  
delivered to you with our request for the further exten-  
sion of the Land Sale Agreement.

Will you please confirm the time and date that  
the matter will be heard by Council.

Yours faithfully,

SCHNELL & LAWRENCE

Per:

R. E. Schnell

RES/mal

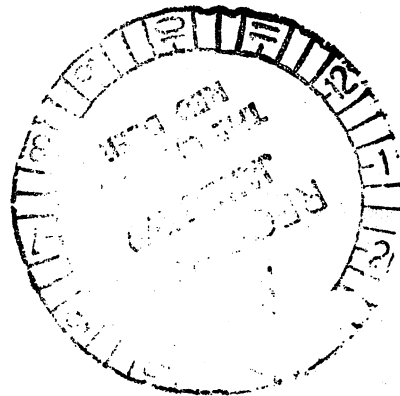
Copy to Mr. Keith D. Rosene  
c/o R. R. #1, Site #1  
Red Deer, Alberta

*Aug 8/78*  
*July 10/78*



R. R. 1, Site 1,  
Red Deer, Alberta

January 23, 1979.



Mr. R. Strader  
Development Officer &  
Building Inspector  
Red Deer, Alberta  
T4N 3T4

Re: 44 Oyen Crescent

Dear Ryan:

Shortly before Christmas, we attempted to backfill the site at 44 Oyen Crescent, as you requested, but found the earth frozen to a depth that a machine small enough to manoeuvre in close quarters was not powerful enough to facilitate the job. I informed Bob at that time however, that we now had a mortgage and interim placed on the property and that after the Christmas break, we would be closing it in and finishing the project by April 1, 1979.

Our offices are closed from December 22, 1978 to January 22, 1979. However, by Friday, January 26, 1979, work crews shall be commencing work once again and steady progress shall be made to our completion date, April, 1979.

Thank you, Ryan, for your consideration in this matter.

Sincerest regards,

A handwritten signature in dark ink, appearing to read "K. D. Rosene", written over a horizontal line.

K. D. Rosene



Commissioners' comments

The attached report from the Development Officer is requesting that Council pass a resolution declaring the site in question a nuisance under The Nuisance Bylaw.

To refresh Council's memory, the attached is a recap of events respecting the property in question.

We strongly recommend Council pass this resolution as we have been receiving complaints from the neighborhood.

In the event the City is forced into backfilling and completing the subfloor, we further recommend that additional steps be taken to recover the land.

"K. CURLE"  
Mayor

"M.C. DAY"  
City Commissioner

WRITTEN INQUIRY

25 January 1979

TO: COUNCIL

RE: Lot 21, Block 2, Plan 782-1624 (East side Gaetz Avenue  
South of Bennett Street)

---

May Council be informed as to the current status of the above described property, which was sold to Canadian Tire Ltd. and Decfo Ltd. in April of 1978.

A rumor in the City would indicate that the original principals of Decfo Ltd. have disposed of their interests in the company. Is this correct or have the City been advised of such action?

ALDERMAN R. L. DALE

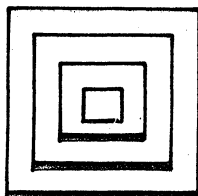
Commissioners' comments

*In accordance with Section 43 of The Procedure Bylaw, Council direction is sought concerning what action is to be taken concerning the above.*

*Mr. A. Scott will be in a position to report verbally on this matter if Council so wish.*

*"K. CURLE" Mayor*

*"M.C. DAY" City Commissioner*



**Red Deer and District  
Museum and  
Archives**

NO. 1

January 19th, 1979

Mayor and Council,  
City of Red Deer,  
City Hall,  
RED DEER, Alberta

Your Worship and Members of Council:

re: ALBERTA'S 75TH ANNIVERSARY

The Province of Alberta's 75th Anniversary will be observed  
in 1980. Have the Council made any plans to celebrate or mark  
this important milestone?

Yours sincerely,

F. Morris Flewwelling,  
Director

FMF/bmk

Commissioners' comments

*What is Council's wish in connection with the above.*

"K. CURLE"  
Mayor

"M.C. DAY"  
City Commissioner

RECEIVED  
JAN 23 1979

Box 762, Red Deer, Alberta, T4N 5H2  
(403) 343-6844

NO. 2M E M OTO: City Clerk

January 17, 1979.

FROM: E. L. & P. Supt.

Re: Calgary Power Ltd.  
Wholesale Power Agreement

The following report is submitted for the information of City Council. It covers the wholesale power agreement with Calgary Power Ltd. and is relative to the proposed rate increase which is also on the Council Agenda.

1. The present wholesale power contract between Calgary Power Ltd. and the City of Red Deer was signed for a ten year period from September 1, 1966 to August 31, 1976 and is still continuing under the Municipal Government Act until terminated by either party on six months notice.
2. Although concern has been expressed by Calgary Power Ltd. over the City's not renewing the contract for another ten year period, it should be noted that this situation has arisen before. From 1960 the contract continued on a short term basis similar to the present situation. Then in 1966 after the City was successful in negotiating a rate reduction plus a cash refund, the agreement was renewed for the ten year period ending in 1976.
3. In negotiating the existing and prior agreements much attention was given to establishing the wholesale power rate. Although clauses within these agreements provided for changing the power rates either by mutual agreement or by a decision from the Public Utilities Board, there was no change in the rates during the terms of those prior agreements. Under the existing agreement, the power rates set out in the contract remained unchanged from 1966 to 1973 but since 1973 to the present, the rates have been increased on 8 occasions and today's rate for energy is 212.5 % of that set out in the last contract that we signed. The 9th increase is now before us and this would place our cost for energy at 237.5 % of the 1973 cost. (six years later)

4. Both Company and City negotiators agree that under present conditions it would be useless to negotiate rates for the proposed renewal agreement. It is anticipated that Calgary Power Ltd. will continue to apply to the P.U.B. for interim rate increases; that the P.U.B. will conduct rate hearings; that the City of Red Deer will have the opportunity to intervene at the hearings and that the P.U.B. will issue decisions to set the rates.
5. The most important revision that the City negotiators have been attempting to negotiate with the Company is the deletion of all clauses and requirements that would restrict the City from obtaining power and energy from other sources or suppliers. Purchased power is the largest item of expense for the E. L. & P. department. In the past six years the cost of energy purchased from Calgary Power Ltd. has increased to 237.5 % of the 1973 energy costs and we can not recommend that City Council renew this agreement which prevents the City from taking alternate courses of action such as generating some or all of its own power requirements; operating peak load shaving generators; purchasing energy from other suppliers etc..
6. To date the draft proposals submitted to us from Calgary Power Ltd. still have these "exclusive right to supply" clauses. Also, in an attempt to relieve the City's concern over the lengthy (10 year) period of the agreement, the Company has offered to include a "contract demand" clause similar to that in the City of Calgary agreement. The City of Red Deer does not want that clause since we would then be tied down by both time and size of our electrical load.
7. In the City of Calgary agreement there are clauses which cover the possibilities of that City deciding to generate its own power but these clauses guarantee the Company the right to supply the City's power requirements up to the "contract demand" plus a proportional share of the energy. Such an agreement would not provide us with any alternative to Calgary Power Ltd.'s rates and is not attractive to the City of Red Deer.

8. Calgary Power Ltd. suggests that their agreements with the City of Calgary and with the City of Lethbridge have been acceptable to those utilities and should be equally acceptable to Red Deer. We note that these agreements were renewed in 1972 and in 1974 respectively. That was prior to and early in the game of frequent rate increases so it is quite possible that these other cities will express the same objections as Red Deer has when the ten year periods run out in 1982 and 1984.
9. Under the next agreement with Calgary Power Ltd. the City of Red Deer will be expected to receive power at 138 KV and to provide the necessary transformers and switchgear. Calgary Power Ltd. has expressed some concern about their existing transformer capacity at our present infeed station. The City of Red Deer have acted to relieve this concern by obtaining additional transformer capacity and will co-operate in the event of problems with the Calgary Power transformers.

#### RECOMMENDATIONS

It is requested that City Council endorse the following recommendations:

1. The City of Red Deer shall continue to negotiate the deletion of all "exclusive rights to supply" clauses from the wholesale power agreement with Calgary Power Ltd..
2. The City of Red Deer shall continue to consider alternative methods of obtaining power and energy.  
  
so that the City of Red Deer can be free to select and initiate action to obtain a supply of power and energy from the most appropriate source either by purchase as we do now; or by generation; or by joint participation with other utilities or industries.
3. All decisions to renew agreements or to act toward obtaining power and energy from other alternate sources shall be made by City Council.

Respectfully submitted,

R. M. Watson, P. Eng.

E. L. & P. Supt.



CALGARY POWER LTD. 201-5301-43 STR. RED DEER, ALBERTA T4N 1C8 PHONE 346-8906

1979-01-22

Mayor K. Curle,  
City of Red Deer,  
City Hall,  
RED DEER, Alberta.

Dear Mayor Curle and Council:

In response to a request from Mayor Curle this letter is a review of the situation that exists relative to the supply of electrical energy to the City of Red Deer from Calgary Power Ltd. and the status of negotiations towards a new supply agreement.

The City and Calgary Power completed the original wholesale power supply agreement in March, 1938. This agreement was renewed from time to time until August 31, 1976 when the 10 year term of the present wholesale supply agreement expired. Under the terms of the Municipal Government Act this agreement continues in force until such time as either party terminates the agreement on six months written notice. Negotiations for a new agreement have been ongoing since April, 1974.

The City of Red Deer and the Calgary Power load in the area is supplied by two transformers, with a capacity of 33 MVA and 42 MVA, located in our main substation opposite the City's Water Treatment Plant. A feeder line from another substation immediately south of the City provides a further 10 MVA, therefore a total of 85 MVA of capacity is available in the area.

In 1966 when the present supply agreement was signed by the City of Red Deer, load was 21 MVA. In 1976 when the initial term of this agreement expired the load was 42 MVA. In December 1978 the City of Red Deer load was 52 MVA, an increase of 148% in the last 12 years. The Calgary Power load is 14 MVA which means that the total load in the area is 66 MVA.

During normal conditions the supply system with a capacity of 85 MVA is very capable of supplying a 66 MVA load. However, we are very concerned that the rapid load growth of the last few years has brought about a situation whereby a failure of the 42 MVA transformer will result in the supply capacity being reduced to 43 MVA, a shortfall of 23 MVA. This would result in an interruption of service to the complete area until such time as we are able to repair or replace the damaged equipment.

We believe that there is agreement with the City of Red Deer both to the need and the type of supply facilities that are required to provide a reliable power supply to the area. With the completion of a mutually satisfactory supply agreement we will provide new 138 KV points of delivery for Red Deer at a new substation in north Red Deer and a new substation adjacent to the E. L. & P. Service Centre. We understand that the City has purchased two new 56 MVA transformers for their substations. This extra transformer capacity will certainly alleviate the possibility of an interruption of service in the short term. Unfortunately, these transformers cannot be energized without approval from the Energy Resources Conservation Board and the purchase and installation of circuit breakers. Under normal conditions this process will take up to 22 months and Calgary Power has not initiated any action in this regard.

Calgary Power is willing to sell the distribution lines and transmission lines within Red Deer as they are no longer required to serve Calgary Power load but can be utilized to serve Red Deer's load. We have agreed to allow Red Deer's distribution circuits to be installed on our transmission line towers and to allow Red Deer to use our transmission line right of way for distribution underground ducts as required. All these things will provide for some basic improvements to the City of Red Deer's electrical distribution system.

We believe that two issues prevent the completion of a new agreement, these are; the rate and the term. We have proposed the application of our standard wholesale rate. This is the same rate that is applicable to all our wholesale customers including the Cities of Calgary and Lethbridge. This rate has been approved by the Public Utilities Board and under the legislation of the Public Utilities Act we are not able to discriminate between customers by making a lower rate available to Red Deer.

For these same reasons we are not able to guarantee that a rate will remain constant over the life of an agreement. To retain our financial stability as our costs increase as a result of: increased operating and capital costs because of inflation, increased costs of capital and the need to install environmental protection equipment, we have no alternative but to seek Public Utilities Board approval for rate increases. To not seek rate relief under these circumstances would jeopardize our ability to install new facilities to supply the ever increasing load. As you well know, the City of Red Deer has the opportunity to, and does, intervene before the Public Utilities Board to ensure that any rate increase is both fair and reasonable. We are sure that the pressures that come from cost increases are not unique to Calgary Power and are also applicable to your own operation.

Calgary Power feels justified in asking for a ten year term because of the major capital expenditures that will be required to ensure a reliable supply to your ever increasing load. This 10 year term is the same as has been applicable to our previous agreement and is standard for loads of this size. We would encourage the City of Red Deer to examine



Page Three  
Mayor K. Curle and Council  
January 22, 1979,

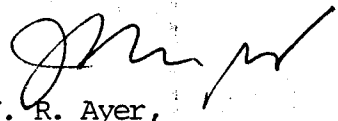
alternative generating sources and we recognize your obligations to your citizens to provide the most economical supply. We would suggest to you that this commitment associated with Red Deer's purchase and installation facilities continues for the 35 - 40 year life of the facilities. With a 10 year supply agreement the City is left with the flexibility to review the situation on an almost continuous basis and to choose the best alternative to the City at the end of this 10 year period. Furthermore Calgary Power has agreed that during their 10 year term Red Deer may generate that portion of their load in excess of 65 MW upon one year's written notice. The lead time associated with the planning, approval, design and construction of new coal fired generating facilities is 10 - 12 years and less for other forms of generation so our present proposal does not seem to be unduly restrictive to the City.

The Mayor, Council and Administration of the City of Red Deer have a responsibility to provide the citizens of Red Deer with a reliable and economical power supply. To accomplish this requires some long term planning and commitment by the City. Calgary Power can only be involved with this process at the request of Red Deer and it is becoming more and more difficult for Calgary Power to plan and construct generation and transmission facilities to supply Red Deer's ever increasing load without some definite commitment on your part. Because of the long lead time required to commission new supply facilities there is a need to determine who should be planning to provide the power supply to the City of Red Deer system over the next 10 years.

We sincerely hope that this provides you with an accurate review of the situation of the status of the power supply to the City of Red Deer. We would welcome an opportunity to meet with you, Council, Commissioner Mike Day and Electric Light and Power Superintendent Bob Watson at any time to discuss this matter in further detail.

Yours very truly,

CALGARY POWER LTD.,

  
J. R. Ayer,  
Manager,  
Red Deer Division.

JRA/db

cc: Commissioner Mike Day

RECEIVED  
JAN 23 1979

M E M O

TO: Mayor Curle; Members of City Council; Commissioner Day.

FROM: E. L. & P. Supt.

January 30, 1979.

Re: Calgary Power Ltd.  
Wholesale Power Agreement

Calgary Power Ltd.'s letter to Mayor K. Curle, dated January 22nd 1979, contains several points related to the City's power requirements but none of these points provide adequate reason for the City to renew an agreement which will lock the City into one supplier of our largest purchased commodity; will grant to that supplier the exclusive right to supply so that no action can be taken to obtain competitive alternatives; and will not offer any relief or stability to the continuing round of price increases for the energy we purchase.

Nevertheless, you wish to learn the answers to the points raised by Calgary Power Ltd. so we offer the following comments:

1. History of Wholesale Power Supply Agreement

Calgary Power mentions the date of the original agreement in March 1938, the renewal from time to time until August 31, 1976 when the ten year term of the existing agreement expired and the present continuation of the agreement under the Municipal Government Act.

Calgary Power makes no mention of the fact that in the past, the City of Red Deer has not renewed the agreement until they were successful in negotiating an acceptable agreement. In my memo to the City Clerk dated January 17, 1979 it is shown that from 1960 to 1966 this agreement continued on a short term basis similar to the present situation; then in 1966 after the City successfully negotiated a rate reduction plus a cash refund the agreement was renewed for another ten year period.

1. History - continued

Since 1973 the rate clause in our agreement has been meaningless and it is expected that we will continue to face applications for interim rate increases; opportunities to intervene at rate hearings and decisions on rates by the Public Utilities Board.

Since 1974 representatives from Calgary Power Ltd. and the City of Red Deer have been negotiating the terms of a renewal agreement. In April 1974 the City stated its objections to the "exclusive right to supply" clauses in the agreement but all proposed agreements drafted by Calgary Power Ltd. continue to contain them.

2. Capacity to Supply City of Red Deer Electrical Loads

Under previous agreements Calgary Power Ltd. has supplied the City of Red Deer at one point of supply (near Water Treatment Plant) and at 25,000 volts.

During our negotiations Calgary Power advised the City that the new agreement would require the City to receive power at 138,000 volts. This means that the City of Red Deer would have to purchase, install and maintain the power transformers at the points of supply. The City can accept this requirement since our electrical load is now much larger; it is consistent with the methods used to supply the cities of Calgary and Lethbridge; we would be able to regulate the the voltage to meet the needs of our customers and by the City owning these transformers Calgary Power would not be able to include the cost and maintenance costs of them in our rate base.

In response to Calgary Power's concern that their largest transformer could fail and that transformer deliveries were about 30 months the City tendered, purchased and have received two new power transformers. It is interesting to note that we received these units within 8 months (not 30).

2. Capacity to Supply - continued

In the event that a Calgary Power transformer does fail we would certainly co-operate by putting our unit in service although from our point of view it is a Calgary Power problem. If a unit fails they presently supply us at 25,000 volts and they should provide repairs or replacements. If they are concerned with overloads, interruption to service or possible failures it is up to them, as long as they continue to supply at 25 KV, to install additional backup.

Their comments on possible interruption of service due to lack of transformer capacity seem to be intended to panic the City into signing a new agreement. Signing a new agreement does not commit Calgary Power to providing additional transformer capacity; the City has had to do this.

In Calgary Power's letter it is noted that the City of Red Deer's load has increased by 148% since 1966. They don't mention that in 1978 the City paid out 550% more for the energy purchased than it did in 1966.

3. New Points of Supply - 138 KV

Calgary Power Ltd. and the City of Red Deer agree that two points of supply are now required, one south of the river and one north of the river. The City has minimized the expense and inconvenience by obtaining substation sites directly beneath the Calgary Power 138 KV transmission line. The City will provide the substations as it has done with the transformers and Calgary Power will be requested to connect its line to our structures.

We have been in contact with the ERCB and they advise us that our application can be processed in 6 to 10 weeks, not 22 months as stated by Calgary Power. Circuit breakers, protective relays and 25 KV switchgear have deliveries of 10 to 12 months, not 22 months.

Once again Calgary Power's comments seem to be presented to promote panic signing of a renewal agreement. The City will supply the substations; Calgary Power does not have to be committed to do so.

4. Sale of Distribution Lines and Transmission Lines

We appreciate Calgary Power's co-operation in offering to sell us their distribution lines and transmission lines when they no longer require them. The City can certainly make good use of some of the rights-of-way. It should be noted that many times such power lines become a liability rather than an asset when other reasons prompt their removal. i.e. roadway widening along 55th Street and Gaetz Avenue. We also note that many of Calgary Power 's lines are not in the best of condition, with stubbed poles etc..

We do appreciate Calgary Power 's co-operation in allowing us to install underground cable along their rights-of-way.

5. Rate - Negotiations

The City has been forced to accept continuing rate increases subject to intervention and subsequent decisions by the P.U.B. so we have <sup>not</sup> wasted any time trying to negotiate a special wholesale rate.

6. Term - Negotiations

The City's objections to a ten year term are not new; that point was negotiated in 1966 too when we requested but did not receive a 5 year term.

7. Exclusive Right to Supply - Negotiations

Deletion of the "exclusive right to supply" clauses from the agreement is the most important item for the City to negotiate.

We can not recommend to City Council any agreement which locks us in to one supplier for either all of our electrical load or for the base load requirements up to a certain "contract demand" plus a proportional share of the total energy requirements. We must be free to evaluate competitive alternatives and be free to take appropriate action.

8. Lead Time

The lead time stated by Calgary Power for installation of coal fired generation may be 10 to 12 years. However, their study of the Red Deer River Dam hydro potential indicates a three<sup>year</sup> development period. The City of Medicine Hat has developed generation installations in similarly short lead times. Thus we disagree with Calgary Power's suggestion that a ten year contract is not restrictive; it is restrictive.

In the event that a decision were made to develop the renewable hydro energy available at the Dickson dam and in the event that the City of Red Deer makes application to build and operate this generating facility; we would expect Calgary Power to intervene and we would guess that one of their main arguments would be that the City of Red Deer agreement has an exclusive right to supply clause preventing Red Deer's participation in such a project.

9. Planning for Red Deer's Electrical Requirements

The E. L. & P. department certainly has done plenty of planning and to date we have not encountered any problems that we couldn't handle. All of our plans have made it easy for Calgary Power to continue to supply us with more and more power.

We can appreciate Calgary Power's desire to have our City sign a renewal agreement for another ten year period. We also realize that Calgary Power is an aggressive power utility, well aware of Red Deer's power requirements in light of the growth our city and very familiar with the multitude of hearings, approvals, etc. that must take place before Red Deer would be allowed to generate its own power. Their circuits in the Alberta power grid pass Red Deer's doorstep; our electrical load is close to one of their proposed thermal sites at Ardley. Surely with all these advantages they should not have to attempt to panic Red Deer into signing an agreement which locks us in for 10 years during a period where rate increases are expected to continue.

9. Planning - continued

The suggestions are there but surely Calgary Power Ltd. is not going to advise us officially that if we don't sign, they won't supply.

Please refer to my memo to the City Clerk, dated January 17th, 1979. I would be pleased to meet with City Council and Calgary Power Ltd. to answer any questions on this matter.

Yours truly,



R. M. Watson, P. Eng.

E. L. & P. Supt.

cc: City Clerk

Commissioner's comments

*I have asked Calgary Power to present this letter because of the confusion that is surrounding the attempt to get an agreement signed between the City of Red Deer and Calgary Power.*

*It is my understanding that Calgary Power is under no obligation to hook into our transformers at the new E.L. & P. site. It is also my understanding that Calgary Power will not undertake to build a second substation in North Red Deer until an agreement has been signed.*

*I am not aware of all the problems as to why an agreement has not been signed, because of the technical aspects of the whole situation.*

*The reason for bringing this whole matter forward is to bring Council's attention to the fact that we have only one substation serving the total City and if we had a fire in same, we cannot determine the time required to connect to alternate power sources, and I feel this could place the City in the position of being without any power for an unknown period of time.*

*There will be someone present from Calgary Power to answer questions from Council as well as the E.L. & P. Supt. on behalf of the City of Red Deer.*

"K. CURLE" Mayor

# McGRATTEN'S MOTEL

73.

AND TRAILER COURT

NO. 3 Camper Trailer Hook-ups

Phone 873-2654

P.O. Box 2018,

Tisdale, Saskatchewan

S0E 1T0.

Jan. 20th. 1979

The Mayor and Council

City Of Red Deer

Red Deer Alberta

Dear Sir's,

At this time I would like to plead for relaxation of the caveat on my half Du-Plex at #40 Nyberg.

To clarify any discrepancies, I am giving you the details of our situation as it stands.

In March of 1977, I purchased a lot from the City of Red Deer. I was fully aware of the residency clause in the contract and had full intentions of living in one half of the Du- Plex after it was completed.

Urbain Zak, Whom I was employed at that time, helped finance the Du-Plex with him getting half upon completion.

By Sept.1st. 1977, I had only earned \$3000.00 in Real Estate so I was at a point where I had to do something about the financial difficulties I was having. At this time Swift Gull Enterprises of Ponoka offered me a management position in Tisdale Sask., which I took. I do not know if you would class that as a transfer but I was hired in Red Deer and got a transfer to Tisdale. Before excepting the job, I spoke to one person on council and one at City Hall about procedures involved in getting the \$5000.00 caveat relaxed.



# McGRATTEN'S MOTEL

74.

AND TRAILER COURT

Camper Trailer Hook-ups

Phone 873-2654

P.O. Box 2018,

Tisdale, Saskatchewan

S0E 1T0.

(2)

After speaking with them, I was with the understanding that there would be no problem in the matter, so in November of 1977, I applied for release of the caveat.

On January 1978, I made tentative agreement to trade my half Du-Flex for equity in property in Saskatchewan. The agreement being for \$42,000.00 which was fair market value of the Du-Flex at that time as there was no landscaping, Appliances, etc.

I am including a list of the actual costs on the half Du-Flex....

House and lot	\$35,954.12
Interim Interest (Credit Union)	\$ 3,900.66
Interest to Royal Bank	\$ 400.00
Total	\$39,254.12

For verification of these figures, contact Urbain Zak, Office 343-0311 or home 347-4027.

Tentative sale at \$42,000.00 to swift Gull Enterprises, Ken Apperly 343-6485.

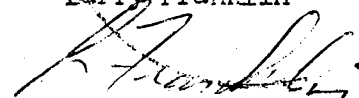
Please put this matter on the agenda for Feb. 5th. council meeting which I and my associates will be present. Urbain Zak, my former employer, Ken Apperly, my present employer and myself will be available to answer any questions.

If you are <sup>in</sup> need of any more information, please get in touch with me immediately.

Thank You

Truly,

Larry Franklin



RECEIVED  
JAN 29 1979

January 30, 1979

75.

TO: CITY COUNCIL  
FROM: CITY ASSESSOR  
RE: Lot 5A, Block 5, Plan 762-0630  
Larry C. Franklin

Further to the attached letter from Larry Franklin we submit for your perusal the following summary of events regarding the sale of the lands to Larry C. Franklin.

March 16, 1977	Land Sale Agreement signed between the City of Red Deer and Larry C. Franklin.
May 16, 1977	Final payment received along with the following documentation: 1. Letter of Authority to City appointing Lizee and Gross as solicitors for Franklin. 2. Land Transfer back in favour of City of Red Deer. 3. Postponement of Caveat to be registered simultaneously with mortgage Request for Land Transfer in the name of Larry C. Franklin and Rosemary Franklin (His wife).
May 20, 1977	Land transfer and Duplicate Certificate of Title and Caveat forwarded to L. Lizee of Lizee and Gross as requested, in trust that documents were to be registered contemporaneously with a mortgage in the name of Franklins for construction of the dwelling.
June 1, 1977	Received Registered Caveat 772096598 registered as per land sale agreement for 12 month occupancy condition against title for Lot 5A.
November 17, 1977	Received letter from L. Franklin requesting relaxation of the residency clause - reasons financial difficulties.
November 22, 1977	Forwarded letter to Franklin requesting a sworn affidavit with more explicit details as to the request for relaxation of the residency clause.
December 7, 1977	Received a letter from Franklin in response to our request of November 22, 1977. Not a sworn statement.
December 15, 1977	Telephoned Franklin advising him that the format of the request must be in the form of a sworn affidavit before it would be presented to the City Commissioners or City Council.

fwd.

December 20, 1977 A letter was received from Mr. Franklin (Tisdale, Saskatchewan) in response to our phone call of December 15, 1977, witnessed by a Commissioner for Oaths in and for Saskatchewan outlining the reasons why he could not comply with the residency clause (Reasons of employment and financial difficulties).

December 22, 1977 The letter received on December 20, 1977 was submitted to the City Commissioners for their decision. The request was "Denied".

January 23, 1978 Requested City Solicitor advice on the procedure of implementing the \$5,000.00 penalty clause for non occupancy.

February 1, 1978 Forwarded the not approved decision of December 22, 1977 by the City Commissioners to the Franklins, outlining the November 28, 1977 Resolution of City Council that they had the right of appeal to Council.

February 15, 1978 Received correspondence from Solicitors of Crowe, Power et al appealing the December 22 decision of the City Commissioners to City Council.

March 6, 1978 City Council resolution of this date upheld the December 22, 1977 decision of the Commissioners "Request be denied".

March 21, 1978 Turned file over to City Solicitor for collection of the \$5,000.00 penalty monies as a search of the utility department records indicated that the Franklins were not residing on the said lands.

April 17, 1978 Received a copy of correspondence directed to L. Lizee's office from City Solicitor requesting payment of the \$5,000.00 be made to the City of Red Deer.

May 5, 1978 City Solicitor advised that he was still waiting for a reply to his letter of April 17, 1978.

August 20, 1978 City Solicitor advised that he was still waiting for a reply to his previous correspondence.

September 13, 1978 Forwarded Land Transfer for Lot 5A in favour of the City of Red Deer to the City Solicitor for registration of the property back into the name of the City.

November 22, 1978 Received notification from Land Titles Office that as of October 5, 1978 the property had reverted back into the name of the City. Notified City Solicitor.

January 29, 1979

Received request from Franklin for relaxation of the residency clause to be presented to February 5, 1979 Council meeting.

D. J. WILSON, A.M.A.A.

Commissoners' comments

*As Council can see from the attached correspondence, this application was denied by the Commissioners on December 22nd, 1977. This decision was appealed to Council on 6 March 1978, and the application was again denied. It would appear that there is no new information, but rather a request that Council reconsider their former decision. We recommend that Council uphold their decision and that this application be denied.*

"K. CURLE" Mayor

"M.C. DAY" City Commissioner

# Twilight Lodge & Homes Foundation

NO. 2

BOARD CHAIRMAN - C. C. COUTTS

ADMINISTRATOR - R. B. WATSON

**ADMINISTRATION OFFICE**

4820 - 33 STREET SOUTH  
RED DEER, ALBERTA  
T4N 0N5

PHONE: (403) 343-1077

**LODGES**

TWILIGHT LODGE  
THE PINES LODGE

**SELF-CONTAINED UNITS**

CENTENNIAL COURTS  
CANYONVIEW PLACE

December 22nd, 1978

Mayor K. Curle  
City Hall  
Red Deer, Alberta

Dear Mayor Curle:

Thank you for your letter of December 20th, 1978.

I appreciate the facts you outlined in your letter regarding the free passes for senior citizens and the deficit of the transit system of \$97,000.00, however, I fail to see how our proposal would affect the deficit of the transit system.

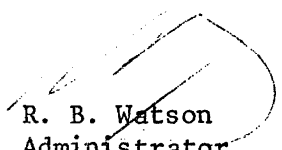
As I mentioned in my letter to you, the seats designated would be for the use of the senior citizens in Red Deer because of the fact that today's society does lack the manners, and I believe this is the reason Calgary and Edmonton designated these seats. The cost of designation would probably be able to be covered by some service group in Red Deer.

I do not feel by doing this that we are legislating common courtesy.

By designating a number of seats to our senior citizens, I believe we are communicating to the general public that these seats are specifically for the aged, as our society of today is not the same as it used to be in the 40's and 50's.

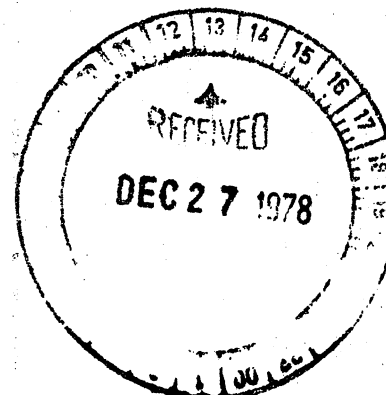
I am sure my thoughts require further discussion between yourself and Council, but as I indicated above, I do not feel that we are legislating, rather that we are communicating to the general public at large that the aged should be given priority when there are no seats available on the buses.

Yours truly,

  
R. B. Watson  
Administrator

RBW/dr

C.C. Alderman Mr. K. McMillan  
Alderman Mr. R. Callahan  
Alderman Mrs. O. Webb



December 20, 1978

Mr. R.B. Watson, Administrator  
Twilight Lodge & Homes Foundation  
4820 - 33 Street, South  
RED DEER, AB  
T4N 0N5

Dear Mr. Watson:

Thank you for your letter dated December 15, 1978, concerning special consideration for senior citizens who ride the Transit System.

Our Senior Citizens are issued free passes which allow them the privilege of using the Transit System at any time, free of charge, with the exception of peak periods during the day. This privilege is revoked during these periods specifically to discourage them using the system at times when our buses are required to cater to the transport of school students.

While I appreciate your concern, under the circumstances, where our Transit System is operating at peak capacity and the annual operating deficit for the Department in 1977 was \$97,455.00, it would seem unrealistic for us to designate a particular number of seats for the sole use of senior citizens.

It is unfortunate that in today's society, some of our young people appear to be lacking in manners, but I'm sure you would agree that we cannot legislate common courtesy. I would hope, too, that the situation which you outline in your letter is the exception rather than the rule of conduct by our juvenile riders.

Hopefully I have been able to explain, from the City's point of view, the situation as it presently exists.

Seasons Greetings,

Yours truly,

KEN CURLE  
Mayor

PS/pb

cc: Transit Superintendent

# Twilight Lodge & Homes Foundation

80.

4820 - 33 STREET SOUTH

RED DEER, ALBERTA

T4N 0N5

Board Chairman - C. C. Coutts

Administrator - R. B. Watson

PHONE: (403) 343-1077

*Copy to New Richmond (in file)  
for contract*

December 15th, 1978

Mayor K. Curle  
City Hall  
Red Deer, Alberta

Dear Mayor Curle:

Just recently, I had the occasion to use your bus system. I noticed at the time, there were a number of "seniors" on the bus, and they had to stand, while our "younger citizens" sat in comfort.

If you concur, it seems to me that a special number of seats be made available for seniors using our bus system. Perhaps this could be discussed at your next Council meeting.

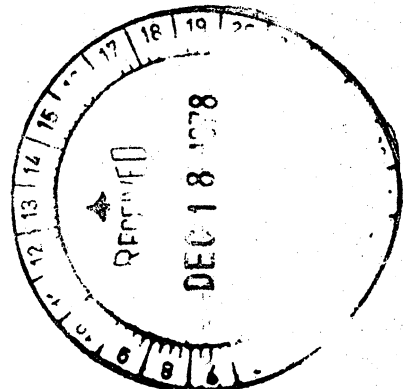
I suppose the days of "Courtesy to Aged" are gone, and perhaps designated seats for them is in order.

Best wishes for the New Year.

Yours truly,

R. B. Watson  
Administrator

RBW/dr



January 23, 1979

Mr. E. Stollings,  
City Clerk,  
City Hall,  
Red Deer, Alberta.

Dear Mr. Stollings:

Re: YOUR MEMO AND LETTER FROM MR. R.B. WATSON  
DESIGNATED SEATS FOR SENIOR CITIZENS

I feel at peak periods we need every available seat to be occupied and cannot reserve seats in the event senior citizens would like to ride.

In the off peak periods there is plenty of room for them to ride in any seat they wish.

Yours truly,

Don Proudler,  
Transit Superintendent.

DP/vk



Commissioners' comments:

*This letter is from the Lodge Administration and we understand the concerns outlined have not been discussed by the Board of Management of the Lodge.*

*As outlined by the Transit Superintendent, there only appears to be a problem at peak times. The whole purpose of our free pass system for Seniors is to encourage the use of the transit system during off-peak hours and to discourage use during the peak periods. Regretfully, we recommend this application be denied.*

*"K. CURLE" Mayor*

*"M.C. DAY" City Commissioner*

# N. D. Lea & Associates Ltd.

TRANSPORTATION ENGINEERS

NO. 5

1455 W GEORGIA ST. • VANCOUVER, B.C. • V6G 2T3 • CANADA

TEL: (604) 685-9381 • CABLE: LEACONSULT • TELEX: 04-55144

Norman D. Lea, S.M.  
J. A. C. Andrews, B.Sc

83.

January 17, 1979

Mr. R. J. Stollings, City Clerk  
City of Red Deer  
4914 - 48th Avenue  
Red Deer, Alberta T4N 3T4

## Transit Service Options for Small Cities

Dear Mr. Stollings:

Did you receive your copy of the guidebook, "Transit Service Options for Small Cities" from Transport Canada? If not, please write to us and we will see that you receive one.

If you did receive the guidebook, we hope that you will find it as interesting to read as we did to prepare. The guidebook was designed specifically for you, the city administrator. It contains a wealth of information on various transit service options and will hopefully assist you in meeting the transit needs of the City of Red Deer.

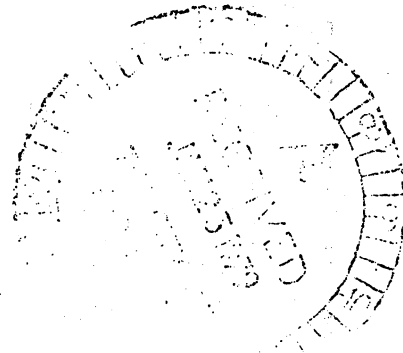
During the preparation of the guidebook -- and, in fact, during some 30 transit projects that our firm has performed for small cities throughout Canada -- we have found that transit is now embracing many nontraditional forms. This expanding role means that there are more options to consider, but it also means that there is a greater chance of finding effective fulfillment to each community's particular needs.

You may be interested to know that we have skilled transit staff available for brief consultation as well as for more extensive undertakings. Frequently, just a few days of a skilled consultant's time at an early stage can be very cost-effective.

Yours very truly,

N. D. LEA & ASSOCIATES LTD.

  
W. G. Atkinson,  
Manager, Transit Division



P.S.: We are preparing a short summary of the guidebook which would be suitable for distribution to Council or Committee members. If you would like some copies of this summary report, drop us a line.

Commissioner's comments

The Transit Superintendent has a copy of the above mentioned report if members of Council wish to review same.

"M.C. DAY"  
City Commissioner

# RED DEER COLLEGE

85.

56 Avenue - 32 Street  
Red Deer, Alberta  
T4N 5H5  
Telephone 346-3376  
Area Code 403

January 29th, 1979

Mr. R. Stollings  
City Clerk  
City of Red Deer  
Red Deer, Alta.

Dear Mr. Stollings:

I am writing on behalf of the Red Deer College Board of Governors enquiring into the interest of City Council in meeting with the Board, as they have on a number of occasions during the past years.

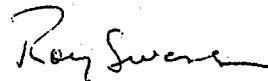
A meeting time proposed by the Board could be during their regular meeting March 21st; having Council join us at approximately 4:30 p.m., meeting until 6:30 p.m. and then joining the Board for dinner. However, the Board is open to any dates suggested by Council with the preference being for a Wednesday evening.

Suggested topics for discussion could be:

- exchange of comments on 5 Year Capital Budgets
- joint projects
- College contribution to the community.

The Board is very much interested in this exchange with City Council.

Sincerely,



R. A. Swanson  
Secretary to the Board  
and  
Director of Administration

:fs



# KLEEN



# Limited

5023 7423 GAETZ AVE. RED DEER, ALBERTA  
T4P 1M5

(403) 346-6631

86.

NO. 7

January 24, 1979

City of Red Deer  
Red Deer, Alberta  
T4N 3T4

ATTENTION Mayor K. Curle

Dear Mr. Mayor:

We would like to apply for a relaxation of the existing bylaws for I1 zoning to allow second floor office space to be utilized not in conjunction with warehouse space. This second floor space to be on a permitted or conditional use basis.

The reason we require this is because as owners of the building there is much valuable space (approximately 3900 square feet) that at the moment could be well utilized. Also due to the high cost of construction, revenue from this area would be much appreciated by Kleen.

Thank you for your consideration of this request. We would appreciate councils decision at the earliest opportunity.

Sincerely with thanks,

D. C. Bruce  
Branch Manager

DCB/jas

RECEIVED  
JAN 29 1979

Chemical Specialties - Industrial Sanitation Supplies and Equipment - Contract Sanitation Maintenance and Consultants  
Fire Prevention Equipment Sales and Service - Airkem Smoke and Odor Counteractants

Branches:

EDMONTON

LETHBRIDGE

CALGARY

GRANDE PRAIRIE

VERNON

VANCOUVER

January 31, 1979

TO: CITY CLERK  
FROM: DIRECTOR ECONOMIC DEVELOPMENT  
RE: KLEEN LIMITED

I cannot support the request from Kleen Limited for a relaxation of the existing by-laws covering I.1 zoning with respect to their second storey office development. The developer was aware of the by-law at the time his plans were first presented and approvals were granted for the sale of the land based upon the understanding that office uses on the second floor were not permitted unless they were an auxiliary use to warehousing on the first floor.

Several developers in our Northland Industrial Park have made the same request in the past and we have turned them down. I cannot see a reason for changing our decision at this time.

Thank you.

  
A.V. SCOTT, Director  
Economic Development

AVS/gr

January 31, 1979

TO: CITY CLERK

FROM: DEVELOPMENT OFFICER/BUILDING INSPECTOR

RE: KLEEN LTD.

The request contained in the letter submitted by the above firm would probably have to be accommodated by an amendment to the Land Use Bylaw, as it requests offices, as a principal use, be either a permitted or discretionary use in I.1 districts. At present offices, when accessory to the principal use of the site, are discretionary; that is, they must be approved by the Municipal Planning Commission.

It is our opinion that Council would have to deal with this matter as an amendment; as The Planning Act does not provide a method for relaxations of Land Use Bylaws. Due to the wording of the Act, it is unclear as to whether or not the Appeal Board has jurisdiction in a request of this nature.



R. STRADER,  
Development Officer &  
Building Inspector

RS/gr

## RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA  
T4N 5Y5

FILE No. 13.00 &amp; 17.47

January 31, 1979

R. Stollings,  
City Clerk,  
City of Red Deer,  
Red Deer, Alta.

Re: Kleen Limited

Dear Sir:

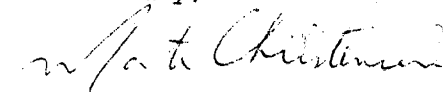
The request to amend the Land-Use By-law to allow offices as a permitted or discretionary use in the I.1 District, raises a serious concern.

One of the growth policies of the City of Red Deer is that, in order to protect the viability of the downtown area offices would be to encourage people to locate in the downtown core. This policy has been consistently maintained over the years. In the past two years, considerable private and public capital has been invested in redevelopment and new office space in the city center. Developers have been willing to pay the higher cost for land knowing that to a certain extent, their investment in creating office space is protected by land-use controls.

The proposed amendment in essence would change the "rules of the game." The entire length of Gaetz Avenue could potentially be developed as office use, which would certainly contribute to the deterioration of the city center.

We strongly recommend that the request be denied.

Yours truly,



Monte Christensen,  
ASSOCIATE PLANNER  
City Planning Section

/cc

## MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIR - TOWN OF LACOMBE  
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF STETTLER - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS  
VILLAGE OF BOWDEN - VILLAGE OF CAROLINE - VILLAGE OF CREMONA - VILLAGE OF ELMORA - VILLAGE OF PENHOLD - SUMMER VILLAGE OF GULL LAKE  
SUMMER VILLAGE OF ROCHON SANDS - COUNTY OF LACOMBE No. 14 - COUNTY OF MOUNTAIN VIEW No. 17 - COUNTY OF PAINTERTON No. 18 - COUNTY OF RED DEER No. 23  
COUNTY OF STETTLER No. 6 - IMPROVEMENT DISTRICT No. 10



Commissioners' comments

We concur fully with the comments of the Planners. As Council is aware, there is a substantial surplus of office space in the Downtown Core of the City, and this will take some time to absorb. The office space has been developed on expensive land in the knowledge that it is only in C1/C2/C3 zones that such space can be developed. To permit such uses in I1 areas would penalize those who have made this investment and destroy the downtown area. In addition it should be noted, that when Council sold this land, the developer was informed that he must conform to the bylaw and when the building plans were submitted showing an inordinate amount of office space, the developer was verbally informed that he might wish to reconsider his building configuration to more appropriately meet the intent of the Bylaw.

We recommend the application before Council be denied.

"K. CURLE"

Mayor

"M.C. DAY"

City Commissioner

# TMR Holdings Ltd.

91.

Suite 206, 4734-55 Street, Red Deer, Alberta T4N 2J1. Phone: (403) 347-2425

NO. 8

January 8, 1979

Mr. R. Stollings  
City Clerk  
The City of Red Deer  
4914 - 48 Avenue  
Red Deer, Alberta

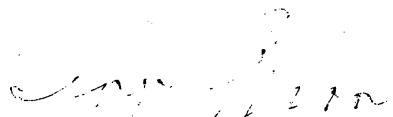
Dear Sir:

T.M.R. Holdings Ltd. requests approval for a 40 suite condominium presently being completed at 4725 - 55 Street, Red Deer.

Attached are two sets of drawings prepared by a surveyor in Edmonton illustrating the layout of the condo suites.

Should you require more information, please contact the undersigned at 347-2425.

Yours truly,

  
George Moore  
Contract Administrator for  
T.M.R. Holdings Ltd.

Encls.

January 30, 1979

TO: City Council  
FROM: City Assessor

RE: Lots 18 - 21, Block 33, Plan 1992 ET  
4725 - 55 Street

With reference to the request by T.M.R. Holdings Ltd. to register the 40 suite apartment by way of a condominium plan, may I advise as follows:

Municipal Planning Commission May 24, 1978, approved the plans for a 40 suite apartment subject to:

1. Dedication of 7' road widening off 55 Street.
2. Consolidation of lots by survey.
3. Parking being paved.
4. Fencing between lot 17 and lot 18 details to be approved by Development Officer.
5. Agreement for electrical supply.
6. Fencing of garbage compound to be approved by Development Officer.

It is our understanding that an application has been made to consolidate the property under the new planning act (copy of letter submitted). The survey and registration of the 7' road widening is being processed for registration and should be finalized within a reasonable length of time. An electrical agreement has been made, thereby only leaving those conditions such as fencing and paving to be completed during summer months.

With respect to the application for a condominium we would have no objections subject to the consolidation of the lots under the Planning Act having been registered and the registration of the road widening prior to the registration of the condominium plan. At the present time, we are dealing with one property owner, under the condominium there would be forty titles issued which could be owned by 40 persons.



D. J. Wilson, A.M.A.A.

January 19, 1979.

TO:  
The Registrar,  
North Alberta Land Titles Office,  
Box 2380,  
Edmonton, Alberta.  
T5J 2T3

Dear Sir:

Re: Consolidation of Title Nos. 782131755,  
782131755A, 782131755B & 782131755C;  
Lots 18, 19, 20 & ptn. 21, Block 33,  
Plan 1992 E.T.

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WE, the undersigned, PINE BUILDERS LTD., being the registered owners of Certificates of Title Nos. 782131755, 782131755A, 782131755B and 782131755C, HEREBY IRREVOCABLY INSTRUCT AND REQUEST you to consolidate the four Titles set out above and to issue one new title evidencing this consolidation.

— DATED at the City of Red Deer, in the Province of Alberta,  
this 19th day of January, A.D. 1979.

PINE BUILDERS LTD.

Per: David K. [Signature]

Per: [Signature]

94.

# RED DEER REGIONAL PLANNING COMMISSION

4920 - 59 STREET

P.O. BOX 5002

TELEPHONE: 343-3394

RED DEER, ALBERTA  
T4N 5Y5

FILE No.

January 16, 1979

Mr. R. Stollings  
City Clerk  
City of Red Deer  
City Hall  
Red Deer, Alberta

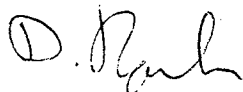
Dear Sir:

Re: TMR Holdings Ltd.  
Lots 18, 19, 20, 21, Block 33, Plan 1992 E.T.

The apartment block is located on the southwest corner of 47 Avenue and 55 Street. It is in the final stage of completion.

We have no objection to City Council granting approval to condominiumize the said apartment.

Yours sincerely,



D. Rouhi, MCIP  
Senior Planner  
City Planning Section

/mjw

cc: City Engineer  
City Assessor  
Commissioners' comments

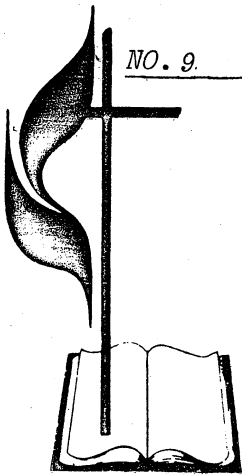
*Concur with the recommendation of the Assessor that Council approve this application conditional upon the consolidation and dedication of setbacks being registered prior to registration of the Condominium Plan.*

*"K. CURLE" Mayor*

*"M.C. DAY" City Commissioner*

#### MEMBERS

CITY OF RED DEER - TOWN OF CARSTAIRS - TOWN OF CASTOR - TOWN OF CORONATION - TOWN OF DIDSBURY - TOWN OF INNISFAIL - TOWN OF LACOMBE  
TOWN OF OLDS - TOWN OF ROCKY MOUNTAIN HOUSE - TOWN OF STETTLER - TOWN OF SUNDRE - TOWN OF SYLVAN LAKE - VILLAGE OF BENTLEY - VILLAGE OF BLACKFALDS  
VILLAGE OF BOWDEN - VILLAGE OF CAROLINE - VILLAGE OF CREMONA - VILLAGE OF ELMORA - VILLAGE OF PENHOLD - SUMMER VILLAGE OF GULL LAKE  
SUMMER VILLAGE OF ROCHON SANDS - COUNTY OF LACOMBE No. 14 - COUNTY OF MOUNTAIN VIEW No. 17 - COUNTY OF PAINTEARTH No. 18 - COUNTY OF RED DEER No. 23  
COUNTY OF STETTLER No. 6 - IMPROVEMENT DISTRICT No. 10



# Woodlea Pentecostal Tabernacle

5350 - 46th AVENUE — PHONE 346 3003  
RED DEER, ALBERTA T4N 3N4

MINISTER: ROBERT G. NORCROSS  
MINISTER OF YOUTH: DAVID R. WELLS

December 15, 1978

City Council  
City of Red Deer  
RED DEER, Alberta

Dear Sirs:

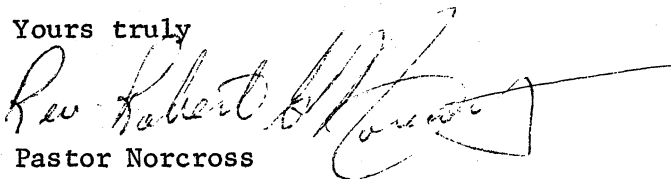
I would like to make formal protest for the ban on parking on 55th Street.

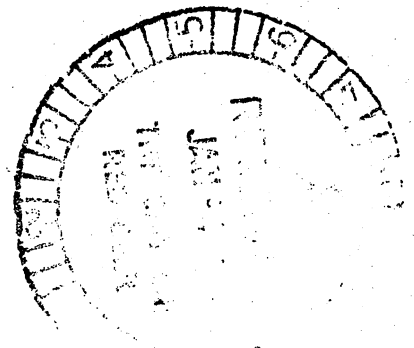
I am aware of the congestion created by the new apartment buildings, I also am aware of the heavy traffic flow Monday through Saturday, but I am not convinced of the so called congestion on Sundays which warrants the ban of on street parking.

The ban which carries over to Sunday is creating great difficulty, especially for our Senior Citizens who attend our church. Many are having to park two and three blocks away. The problem is also heightened because of our recent growth in our congregation of some forty percent.

Therefore, I would ask you to consider to allow on street parking on 55th Street on Sundays. Our needs would only be for parking during the hours of 9:30 a.m. to 1:30 p.m. and 5:30 p.m. to 10:30 p.m.

Yours truly

  
Pastor Norcross



Commissioners' Comments

The above letter was considered by the Traffic Advisory Committee who have reviewed this matter as follows:

"Pastor Norcross of Woodlea Pentecostal Tabernacle expressed concern that the parking ban on 55 Street on Sundays is creating difficulty for Senior Citizens of his congregation who are presently required to park two or three blocks from the Church. He requests that consideration be given to reinstate parking on 55 Street between the hours of 9:30 A.M. - 1:30 P.M. and 5:30 P.M. - 10:30 P.M.

The Committee was of the opinion that if parking were to be allowed on Sundays motorists may park overnight which would hinder traffic movements Monday mornings."

We cannot support the request for reinstatement of parking on 55 Street as this street is very heavily used as a collector street. If parking were allowed for only a short period during the week a problem of enforcement will probably occur, which will create further difficulties.

We recommend this request be denied.

"K. CURLE"  
Mayor

"M.C. DAY"  
City Commissioner

NO. 10

97.

January 31, 1979

Mr. Don Proudler,  
Transit Superintendent,  
The City of Red Deer  
4914 - 48 Avenue,  
RED DEER, Alberta

Re: Additions to Transit & Civic Maintenance Garages

---

Dear Sir:

The tender figure submitted in May 1978 for the additions and alterations to the Transit Garage, Red Deer, amounted to \$643,069.00.

This figure was \$158,651.00 below the architect's estimate, and was approved by City Council with Timcon Construction Ltd. of Red Deer carrying out the work.

When tendering this project, it was tendered in conjunction with the Civic Maintenance Garage additions and alterations, which resulted in a total tender figure for both buildings of \$873,371.00.

Although it was not anticipated that expanded area could be incorporated in the Civic Maintenance Garage plans, the architect prepared drawings showing additional area, and due to an acceptable tender price, this additional area was constructed.

However, during the stages of preliminary drawings and the preparation of working drawings, the area related to the Transit Garage was kept to an absolute minimum, although it did allow for some additional space for expansion.

During the design and tender period, and during construction, discussions took place with the Red Deer Fire Prevention Department, and the company providing the bus-washing equipment. The City Fire Prevention Department indicated that in spite of the fact that other authorities had diesel pumps situated within the building area that Red Deers' Transit Garage would not be allowed this ideal arrangement. The result was that the length of bay for daily maintenance was reduced.

... 2



In discussion with the manufacturer of the bus-washing equipment, the architect was assured that there would be absolutely no problem with the operation of their equipment although some icy parts on windshields of the buses could occur momentarily once they left the heated building area.

It has become apparent that the bus-washing equipment is not capable of operating under low temperature conditions, which is not necessarily the fault of the equipment but is related to poor recommendations.

Now that the bus-washing equipment has been seen in operation, the architect strongly recommends that an addition be placed to the east of the existing bus-wash bay to enable the busses to drip-dry, create a standing area, together with remote controlled doors.

The architect also recommends that expansion to the maintenance bay be created to the west, so that daily maintenance can be carried out within the warm confines of the building.

The capacity of the heating unit controlling hot air delivered to the east exit door of the wash-bay is not running at maximum capacity, and this would be rectified thereby providing almost a warm air drying system for the busses.

Prices have been obtained from Timcon Construction Ltd. for the addition of space to the east of the wash-bay. The price for this work is \$30,462.00.

The price for expansion to the west end of the daily maintenance bay would be \$23,021.00.

The total per square foot cost of these expansions represents \$23.93 per square foot, which is most reasonable.

As the project came well within the budget restraints initially proposed, and as the building was reduced in size to effect savings during the tender period, it is recommended that some of the original funds debentured for this project be used for its' completion to meet:

- a) satisfactory allocation of space to satisfy suitable operation of wash equipment, and to enable the busses to go through a drying period.

- b) to add to the area of the daily maintenance bay to enable maintenance to take place within the heated building area.

In addition to this increase in area, there appears to

... 3

have been no provision made within the City finances for changes and alterations to the building during construction, which is normally covered by a contingency fund.

In some projects this contingency fund is indicated in the specifications, and in other projects it is not indicated within the specifications as the owners often do not wish the contractors to be aware of the exact amount that may be available.

The following items indicate change orders that have to be issued, and in some cases, have been issued on this project, and to have credits and savings on any project, particularly one involving alterations, is normal construction procedure. The following list itemizes the change orders for the transit garage alterations and additions.

Change Order #1: Supply and install 2 Duncan fare box receivers complete with internal vault in lieu of four only fare receptacles.....extra \$5,600.00  
(This was deemed desirable by the client for the security of money, particularly as the Transit System is expanding)

Change Order #6: The existing sewer drain from the floor in the Transit Garage, passed in close proximity to a new main water supply. (This was not acceptable to the City Engineering Department, although information indicating location of the existing sewer line was provided by the City Engineering Department). This is a situation which can exist in any renovation project once excavation has commenced, and necessitated the re-direction of sewer flow from an existing sump pit into a new sewer line.....  
.....extra \$1,508.00.

Change Order #8: In order to utilize existing gas unit heaters in the main garage, and maintain satisfactory air flow for 100% operation of these units, it was necessary to box around the units, between the trusses not only to maintain fireproofing but to ensure that the air-flow was sufficient.....extra \$1,601.00.

Change Order #9: This project involved a complete re-roofing of the existing Transit Garage roof which is indicated within the square foot construction costs. The architect after examining the roof once the old membrane had been removed, felt there was sufficient movement within the roof that a controlled joint was necessary.....  
.....extra \$170.00.

Change Order #10: The diesel tank indicated on the drawings, submitted to the City for a building permit, was found to be unsatisfactory during the construction stage and the City indicated it had to be relocated.....extra \$605.00.

Change Order No.11: Increase blockwall thicknesses to lavatory areas to enable all pipes to be concealed to provide a clean surface. (It was not necessary to increase the block walls, but it was felt it would provide cleaner lines and a better building and the cost was authorized by the architect).....extra \$352.00.

Change Order No.13: As the City required underground power eventually to this building, it was necessary to provide conduit beneath the slab for the new underground service. The extra requested for this work is \$1,387.00, and is under review as it is considered that the underground conduit need only be carried to the extremity of the building at this time, and therefore this was the only work carried out and the additional cost is substantially lower than the figure quoted by the general contractor.

Change Order #15: The wash-bay should be provided with a higher paint finish than normally specified within the building, and it was recommended that an epoxy paint be used to counteract the detergents .....extra \$1,874.25

Change Order #16: Following removal of overhead doors and the introduction of a new ceiling throughout the existing transit garage, which was included in the over-all price, it was noted that the blockwork above the doors that had been removed was poor in appearance and therefore should be drywalled. It was not possible to foresee this situation until construction had commenced. ....extra \$763.64.

Change Order #18: The client requested a valve to water line from main building to bus-washing area.....extra \$96.68.

Change Order #19: Rotation of the overhead make-up air units to the new garage to suit curb provided required the addition of a steel purlin to support extra weight .....extra \$128.70.

Change Order #20: In preparing the storage area of the City Yards, the City provided extra fill which raised adjoining land levels, rather than remove excessive amounts of soil and sub-soil. This resulted in the ground being higher, and necessitated building up the parking lot area to the new garage addition.....extra \$1,087.50.

Change Order #22: A previous price was submitted for painting new concrete block walls to the garage addition, as painting of these walls was not included in the original bid due to cost concerns. A previous submission for painting these walls was \$1,248.45, and a new price for painting the walls has been submitted by the painting contractor for \$785.40.....extra \$785.40.  
(The reason for the reduction in price, is that men on site

had already commenced painting the walls, and therefore the subcontractor is prepared to come down to this negotiated figure for his work, labour and materials).

Change Order #24: Typing Shelf. The drawings indicated a desk to be installed for the secretary/receptionist in the reception area, but a typing shelf and drawer was installed within the construction detailed on the drawings rather than purchase equipment.....extra \$194.96.

Canopy over existing door to remain.....credit \$150.00.

Change Order #28: The radio communication tower base as indicated on the electrical consultants' drawings, resulted in a cable run just under 200 feet from the top of the tower.

Although this is an acceptable length, and it is understood considerable discussions took place between electrical consultants and those supplying the radio equipment, it is understood now that the maximum length indicated is not necessarily the most desirable. It is recommended that the tower base be positioned adjacent to the west wall of the offices.....extra \$517.00.

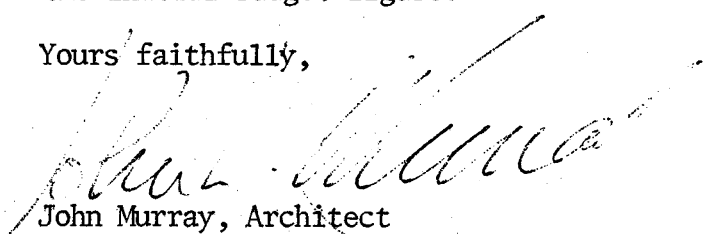
There are some further additions, and some omissions which will result in an overall extra cost over and above the contingencies previously listed of \$19,434.13.

It would appear that for the satisfactory completion of this project a contingency sum is required within the contract price of \$25,000.00 maximum.

I would like to request that Council give consideration for the additions to the east and west end of the wash-bay and daily maintenance bay, and that a contingency sum be incorporated to meet items which became apparent during the construction period, as normally a figure is included either within the specifications or within a clients' budget.

I would like to request this particularly as the square foot cost of this building was extremely competitive and economical, and that even with the change orders and additional costs outlined it is still considerably below the initial budget figure.

Yours faithfully,

  
John Murray, Architect  
A.R.I.B.A., M.R.A.I.C.

DATE: February 2, 1979

TO: City Clerk

FROM: City Treasurer

RE: ADDITIONS TO TRANSIT AND CIVIC MAINTENANCE GARAGES

It appears from the letter of John Murray dated January 31, 1979 on the above that the following additions to the contract are being requested:

1. Addition to east of wash bay	\$30,462
2. Addition to west end of daily maintenance bay	23,021
3. Contingency sum for various change orders	25,000
	<hr/>
Addition requested	\$78,483
	<hr/> <hr/>

Items (1) and (2) were deleted on tendering the project in order to save money. The architect had indicated the changes would not effect the operation of the equipment. This has subsequently been found to be wrong.

City Council had originally approved debenture bylaw No. 2573/78 in the amount of \$1,293,000. This amount has subsequently been found to be in excess of the actual amount required when tenders were received.

If the additions to the contract requested by John Murray were approved, the total cost is estimated to be as follows:

Land purchase	\$158,340
Fencing	2,679
Storm sewer and drainage	24,210
Office renovations	25,942
Contract	873,371
Architects Fees	61,140
West Yards design costs	9,750
Work by City forces	12,412
Furniture (estimated)	10,000
Additions to contract recommended by architect	78,483
	<hr/>
Estimated total cost	1,256,327
	<hr/> <hr/>

The estimated total cost of \$1,256,327 is still \$36,673 less than the bylaw approved by City Council. Accordingly, if Council agree to proceed with all the work recommended by the architect only a resolution of Council will be required.



A. Wilcock, B. Comm., C.A.  
City Treasurer

NOTICES OF MOTION

25 January 1979

TO: COUNCIL

The following notice of motion is submitted to Council by Alderman Dale.

"STANDING POLICY COMMITTEES

(Reference Municipal Government Act, part 3, Section 43 (1) & (2)  
- also - City of Calgary Municipal Handbook, Page 42)

STANDING POLICY COMMITTEES

- 1) Committee of Finance & Budget
- 2) Committee of Community Services
- 3) Committee on Operations and Development
- 4) Committee of Legislation

\*\* All above committees duties are defined in the Municipal Act as well as Calgary Municipal Handbook.

\*\* All appointed Boards with citizens input, i.e. Recreation Board; Social Service Board, etc., work with and under appropriate standing policy committees and report to Council and are responsible to carry out Council Policy and directions.

BE IT RESOLVED THAT COUNCIL OF THE CITY OF RED DEER GIVE CONSIDERATION TO THE APPOINTMENT OF COUNCIL MEMBERS TO THE STANDING POLICY COMMITTEE AS OUTINED ABOVE AND IN ACCORDANCE WITH SECTION 43 (1) & (2) OF THE MUNICIPAL GOVERNMENT ACT."

"R. STOLLINGS"  
City Clerk

BYLAW 2583/A-79

Being a Bylaw to amend Bylaw 2583/78 as amended  
being the Dog Bylaw of the City of Red Deer

Bylaw 2583/78 as amended, is further amended as hereinafter provided

(1) Section (16) of Bylaw 2583/78 is hereby repealed in its entirety, and the following substituted therefore:

(16) (1) Every owner of a dog, who:

- |   |                   |
|---|-------------------|
| (a) fails to register his dog and obtain a license for the current calendar year  | PENALTY - \$25.00 |
| (b) fails to ensure that a collar and tag are worn when dog is off the premises of the owner  | PENALTY - \$15.00 |
| (c) permits his dog to run at large   | PENALTY - \$30.00 |
| (d) fails to confine and house a female dog in heat   | PENALTY - \$30.00 |
| (e) permits dog to bark or howl excessively   | PENALTY - \$30.00 |
| (f) permits dog on parkland, school ground or playground  | PENALTY - \$30.00 |
| (g) fails to immediately remove a dog's defecation from public or private property other than property of dog's owner   | PENALTY - \$30.00 |
| (h) permits dog to bite any person or animal  | PENALTY - \$30.00 |
| (i) permits dog to damage public or private property  | PENALTY - \$30.00 |
| (j) permits dog to chase any person, animal, bicycle or motor vehicle   | PENALTY - \$30.00 |
| (k) interferes with enforcement of by-law (any offence listed in Sec. 14)   | PENALTY - \$50.00 |
| (l) commits for a second time any of the offences listed in items (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), and (k) provided the offence is committed within six months of the committing of the first offence. | PENALTY - \$50.00 |

is guilty of an offence and shall be liable to the penalties herein before above specified.

- (2) The Dogcatcher, License Inspector, Police Constable or By-Law Enforcement Officer may enforce the provisions of this By-Law, and may issue an offence ticket to an owner of a dog alleged to have committed one or more of the above offences and require payment of the appropriate fine as provided.
- (3) (a) A person to whom an offence ticket has been issued may pay the penalty therein specified within the time therein stated.  
  
(b) Should a person not pay the penalty as provided in sub-paragraph (a) hereof, and a prosecution has been entered against him, then he shall be liable on summary conviction to pay the minimum fine equal to the penalty stated in the said offence ticket, plus the sum of ten dollars (\$10.00) and the court costs.  
  
(c) Notwithstanding anything herein contained, if a prosecution has been entered against any person for any offence under the by-law for which an offence ticket has been issued, the City may accept payment of the penalty therein specified plus the sum of ten dollars (\$10.00) in lieu of proceeding with prosecution.
- (4) The offence ticket may be issued by personally serving it upon the alleged offender, or by leaving it at the residence of the alleged offender, or by sending it to the alleged offender by double registered mail.
- (5) Should any person be guilty of an offence for which no penalty is specified, then such person shall be liable upon summary conviction to a fine of not more than \$500.00 and not less than \$25.00 plus costs and default of payment to imprisonment for a period not exceeding sixty (60) days unless such fine and cost including the costs of committal are sooner paid.

READ A FIRST TIME IN OPEN COUNCIL this                      day of                      A.D., 1979

READ A SECOND TIME IN OPEN COUNCIL this                      day of                      A.D., 1979

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this                      day of

A.D., 1979.

---

MAYOR

---

CITY CLERK



BYLAW NO. 2588/K-79

*Being a Bylaw to amend Bylaw No. 2588/78, being the  
Land Use Bylaw of the City of Red Deer.*

*COUNCIL OF THE CITY OF RED DEER ENACTS AS FOLLOWS:*

(1) *The "Use District Map" as referred to in Section 2.1  
is hereby amended in accordance with the Use District  
Map No. 5/79, attached hereto and forming part of this  
bylaw.*

(2) *This Bylaw shall come into force upon the final passing  
hereof.*

*READ A FIRST TIME IN OPEN COUNCIL this                      day of                      A.D. 1979.*

*READ A SECOND TIME IN OPEN COUNCIL this                      day of                      A.D. 1979.*

*READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this                      day of  
A.D. 1979.*

\_\_\_\_\_  
MAYOR

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

BYLAW NO. 2588/L-79

Being a Bylaw to amend Bylaw No. 2588/78, being the  
Land Use Bylaw of the City of Red Deer.

COUNCIL OF THE CITY OF RED DEER ENACTS AS FOLLOWS:

- (1) The "Use District Map" as referred to in Section 2.1  
is hereby amended in accordance with the Use District  
Map No. 6/79, attached hereto and forming part of this  
bylaw.
- (2) This Bylaw shall come into force upon the final passing  
hereof.

READ A FIRST TIME IN OPEN COUNCIL this            day of            A.D. 1979  
READ A SECOND TIME IN OPEN COUNCIL this            day of            A.D. 1979.  
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this            day of  
A.D. 1979.

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MAYOR

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CITY CLERK

*File  
Agenda  
file*

N O T I C E

PROGRAM CHANGE

"Ask the Ministers" session of Friday, March 2, 1979

The Honourable Julian Koziak, Minister of Education (or his designate) will be participating on the panel in place of the Honourable Bert Hohol, Minister of Advanced Education and Manpower.

RECREATION   BOARD   MEMBERS

PROVINCIAL   WORKSHOP

ENERGIZE '79

PEACE RIVER, ALBERTA

P R O G R A M

THURSDAY, MARCH 1, 1979

4:00 - 7:00

REGISTRATION OF DELEGATES

Sign in and pick up your resource binder.

7:00 - 7:30

MEET YOUR GROUP AND GROUP LEADER

Throughout Energize you will be involved in discussions with people from communities of similar size to yours. This is your opportunity to informally meet your group leader and group members.

7:30 - 8:00

WELCOME TO PEACE RIVER

8:00 - 9:00

WHAT HAPPENS TO CHILDREN OF CHANGE?

What will be our tomorrow? What role do we play in shaping our future today? Will the change in our lives that we will experience over the next decade be stressful or restful?

The speaker at this session will talk about Futures, and present some startling facts that you should be aware of today.

9:30

AN EVENING TO MEET - TALK - AND RELAX

Wine and cheese will be served; an opportunity to renew old and make new acquaintances.

FRIDAY, MARCH 2, 1979

7:30 - 8:30

BREAKFAST

Hot breakfast smorgasbord

8:30 - 9:00

GOOD MORNING!

Everything you need to know about the Workshop, but didn't know who to ask.

FRIDAY, MARCH 2, 1979

9:00 - 10:15

1. WHY WASTE TIME?

Why Recreation Boards? What purpose do they serve?

The speaker in this session will talk about some of the reasons that cause Recreation Boards to become ineffective in a community. Let's not waste our time!

2. BLACK, WHITE, OR TONES OF GREY?

What if your Recreation Board is more than an Advisory Board, but is not quite an Operational Board? Is there a middle-of-the-road? Where does the Board's authority start - and where does it end?

3. THE GREAT DEBATE

Community Facilities versus School Facilities.

Be it resolved that school facilities be opened and made available to the general public on a continuous basis.

The debate will include discussion on which party should cover the increased capital and operational costs involved.

4. DOLLARS AND SENSE

Municipal Council regularly deals with budgets, debt retirement, mill rates, debentures, financial statements, and escalating operation costs. Recreation Board Members must be familiar with the working of municipal finance.

Understanding the language is the first step.

10:20 - 11:35

SESSIONS 1 - 4 REPEATED

11:45 - 12:35

COMMUNITY SESSIONS

This is your turn - you're the resource to this session.

11:45 - 12:35

COMMUNITY SESSIONS - continued

This is your opportunity to talk about your concerns, solutions, and successes with others from communities of a similar size and structure.

12:35 - 1:25

LUNCH

Hot Lunch buffet

1:30 - 3:00

ASK THE MINISTERS

Here's an opportunity to ask the Ministers of Recreation, Parks and Wildlife, Community Health and Social Services, Agriculture and Advanced Education about matters affecting recreation development at the community level.

There will be no formal presentations - just question and answer dialogue.

3:00 - 4:30

ISSUES SESSION #1

In this community session you are given an opportunity to identify issues that directly affect the operations of your Recreation Board. As well, you are asked to recommend a suggested solution to each issue.

6:30

MINISTER'S BANQUET

Hosted by the Hon. J. Allen "Boomer" Adair

9:00

NORTHERN LIGHT BALL

This is a semi-formal function. Plan to bring your spouse/escort.

SATURDAY, MARCH 3, 1979

8:00 - 9:00

BREAKFAST

Hot breakfast smorgasbord

9:00 - 10:30

5. TEMPORARILY UNDER CONSTRUCTION

Why do Councils, Recreation Boards and Staff have problems? Why do people moving in the same direction

SATURDAY, MARCH 3, 1979

9:00 - 10:30

5. TEMPORARILY UNDER CONSTRUCTION - continued  
run into each other?

6. OUR GOAL IS TO .....?

What are the most important decisions the Board has to make? Deciding on priorities is determining which is the cart and which is the horse.

7. INTERNATIONAL YEAR OF THE .... CHILD!

Yes, this is the year of the child.

Is recreation creating a positive - or a negative impact on the child in relation to the family?

Is the child a victim or victor?

8. YESTERDAY AND TOMORROW - MEET TODAY

This is a continuation of the opening session. By knowing what might happen if we continue on our current path, how can we plan accordingly to minimize the impact of the future?

10:30 - 12:00

SESSIONS 5 - 8 REPEATED

12:00 - 1:00

LUNCH

Hot lunch buffet

1:00 - 2:30

SHOULD RECREATION GO FIRST - OR LAST?

What can we learn from the tax revolt that is occurring in the United States? What caused it? Which services disappear when taxes are cut? It could happen here and we have a role to play, in recognizing the symptoms and understanding the spin-off effects.



SATURDAY, MARCH 3, 1979

2:30 - 3:30

COMMUNITY SESSIONS

Another chance for you to discuss problems and share successes with others from throughout the province.

5:00

BUSES LEAVE FOR NAMPA

5:30

An experience you don't want to miss!

What's available? ... the "Nampa Story" on how they built a million dollar facility for less than half that amount, a home-cooked meal, curling, skating, broomball, quiet places to talk, refreshments ..... and a Nampa Hoe-down!

8:00

A northern casual dress evening. Bring your spouse/escort and come prepared to have fun!

9:30 - 1:00

Shuttle buses return to Peace River every half-hour.  
(Emergency transportation available)

SUNDAY, MARCH 4, 1979

8:00 - 9:00

CHAIRPERSON'S BREAKFAST

DELEGATES BREAKFAST

Hot breakfast smorgasbord

9:00 - 11:00

THE HIGH COST OF STAYING OPEN

Is the struggle to meet the costs of utilities and insurance discouraging volunteers? What is adequate insurance coverage, and can the community afford it? Are there alternatives and options?

11:00 - 12:00

ISSUES SESSION #2

This is your last opportunity to discuss issues of concern raised during the Workshop, or issues of concern in your community.

SUNDAY, MARCH 4, 1979

12:00 - 12:15

IN SUMMATION

Workshop closing remarks and information on how to  
request follow-up clinics and workshops in your region.

12:30 - 1:30

LUNCH

Hot lunch buffet

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REGISTRATION FORMS AND INFORMATION AVAILABLE DECEMBER 8, 1978

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R E G I S T R A T I O N   F O R M

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER - Home \_\_\_\_\_ Business \_\_\_\_\_

RECREATION BOARD REPRESENTED \_\_\_\_\_

I have attended a previous "Energize" Workshop                      Yes \_\_\_\_\_ No \_\_\_\_\_

COMMUNITY REPRESENTED

CITY \_\_\_\_\_  
TOWN \_\_\_\_\_  
VILLAGE \_\_\_\_\_  
COUNTY \_\_\_\_\_

IMPROVEMENT DISTRICT \_\_\_\_\_  
MUNICIPAL DISTRICT \_\_\_\_\_  
NEW TOWN \_\_\_\_\_  
REGIONAL RECREATION \_\_\_\_\_

COMMUNITY POPULATION

under 2,500 \_\_\_\_\_  
2,500 - 5,000 \_\_\_\_\_  
5,000 - 10,000 \_\_\_\_\_  
10,000 - 15,000 \_\_\_\_\_  
20,000 - and over \_\_\_\_\_  
Major City \_\_\_\_\_

PLEASE INDICATE IF YOU ARE A:

Recreation Board Member \_\_\_\_\_  
School Trustee \_\_\_\_\_  
Councillor \_\_\_\_\_  
Spouse (encouraged to \_\_\_\_\_  
register as a full delegate)

1. I will be attending the Minister's Banquet and Dance.                      Yes \_\_\_\_\_ No \_\_\_\_\_

Number of Guests (additional tickets available at registration) \_\_\_\_\_

2. I will be attending Nampa Night.                      Yes \_\_\_\_\_ No \_\_\_\_\_

Number of Guests \_\_\_\_\_  
(do not indicate spouse if spouse is a registered delegate)

3. I am a Chairperson and will be attending the Chairperson's  
Breakfast.                      Yes \_\_\_\_\_ No \_\_\_\_\_

(see over)



## TAKE OFF INTO THE FUTURE!

Come join our flight into the "Wide Blue Yonder" - a trip into new knowledge, where we can meet the future coming toward us and learn of things to come.

ENERGISE is ACTION - and Peace River is where the action is in March 1979.

Together with our colleagues, guest experts and Government representatives, we can use our Energise experience to plan for a better tomorrow.

A complete flight package has been created to make your journey easy.

The fare saving economy is matched by the convenience and companionship, when we travel together to Peace River.

Our "Energise Special" departs from Calgary (with connecting flights from Lethbridge and Medicine Hat) and touches down to pick up our colleagues in Edmonton before flying direct to Peace River. Our return flight provides the same convenience and comfort. Compared to the normal cost of a three day trip to 'The Peace Country', the value is unmistakeable, and the value in experience is priceless.

Our flight package will include:

- Round trip air fare
- Airport taxes
- Appropriate in flight refreshment services
- Airport departure and reception services
- Transfers from Peace River airport to hotel and return
- Baggage handling
- Accommodation for 3 nights
- Services of local representatives
- Services of all local AMA Travel offices
- Travel wallet
- Souvenir AMA travel flight bag
- Local taxes and service charges

### PER PERSON — CANADIAN \$

ALL FOR JUST	INCLUSIVE AIR PACKAGE									NORMAL RETURN AIR FARE ONLY
FROM	PEACE VALLEY LODGE			CRESCENT HOTEL			* TRAVELLERS HOTEL			
	DBLE	TWIN	SGL	DBL	TWIN	SGL	DBL	TWIN	SGL	
EDMONTON	120	122	143	127	133	163	133	133	163	100.00
CALGARY	161	163	184	168	174	204	174	174	204	144.00
*LETHBRIDGE	203	205	226	210	216	246	216	216	246	192.00
*MEDICINE HAT	208	210	231	215	221	251	221	221	251	198.00

\* includes connecting round trip group air fare to Calgary

*Filing*

1. INTERPRETATION

In this agreement (including the recitals, this clause and the schedules), unless there is something in the subject or context inconsistent therewith, words importing the singular number shall include the plural, and vice versa, words importing the masculine gender shall include the feminine, and words importing persons shall include firms and corporations, and vice versa, and the expressions following shall have the following meanings respectively, that is to say:

- (a) "City's service area" means initially the area as set out on drawing #8B-4 hereto annexed as Schedule H, and thereafter shall be as ordered by the Energy Resources Conservation Board (Alberta);
- (b) "circuit" means a three-phase electric transmission system of three conductors positioned normally in vertical or horizontal spacing configuration on steel tower or wood pole transmission line structures;
- (c) "Company's service area" means that area outside the City's service area;
- (d) "contract demand" means the maximum amount of power the City agrees to purchase and the Company agrees to supply during the term of this agreement and shall be as provided for in Clause 16 hereof;
- (e) "daily registered demand" means the highest total of the coincident demands by the City for power at each point of delivery, as measured in KW, midnight to midnight, by recording thermal demand meters having response periods of 90% in 15 minutes and 30 minute test periods;
- (f) "easement" means the right, license and privilege of ingress and egress to occupy designated right-of-way and to erect, construct, maintain thereon, inspect, repair, replace, alter, reconstruct, remove or relocate power transmission line structures and all works, equipment, apparatus and appurtenances as may be necessary or convenient therewith for the transmission of electrical energy within, upon or over the said right-of-way;
- (g) "KW" means kilowatt or kilowatts;
- (h) "KWH" means kilowatt hour or kilowatt hours;

- (i) "KW of Demand" (billing demand) with respect to a month means the average of the three highest daily registered demands during the 36 month period including and ending with such month, but not less than 75% of the average of the three highest daily registered demands occurring after September 1, 1959.
- (j) "point of delivery" means the point or points of delivery as provided for, and set forth in clause 6 of this agreement;
- (k) "power and energy" means electric power and energy as expressed in KW and KWH respectively;
- (l) "Province" means the Province of Alberta, Canada;
- (m) "P U Board" means the Public Utilities Board of the Province;
- (n) "substation" means an assemblage of equipment for the purpose of switching and/or changing or regulating the voltage of electricity and shall include the connecting loops to the circuits terminating on the substation structure, but not including the equipment fastening the circuits to the substation structure;
- (o) "this agreement" means this instrument of agreement and shall be deemed to include any and every written agreement, between the parties, therein declared supplemental hereto.

## 2. SCHEDULES

Each of the Schedules "G", "H", "I", "J" and "X" hereunto annexed constitutes and is made a part of this agreement and references in this agreement to such Schedules or any of them are to those hereunto annexed.

## 3. CLAUSE HEADINGS

The paragraph or clause headings are inserted in this agreement for convenience or reference only and shall not be referred to for the purpose of, nor shall they affect, the construction or interpretation of this agreement or any of its terms.

## 4. TERM

This agreement shall be and remain in force from the 1st day of September 1972, and thereafter unless and until it shall be terminated as provided in clause 5 hereof.

5. TERMINATION

- (a) Either party may terminate this agreement by and on its having given 10 years' written notice to the other party on the 31st day of August, of either
  - (i) the year 1975, or
  - (ii) any subsequent year.
- (b) In the event of notice of termination having been given by either party, as provided in paragraph (a) hereof, the City and the Company, during the 10-year period of such termination notice, shall collaborate with a view to providing a suitable transition period, next following the date of termination of this agreement, for the tapering-off of the supply of power and energy by the Company to the City in a manner so that the interests of the City and the Company and their respective customers shall be accorded fair and reasonable consideration.

6. POINT OF DELIVERY

The power and energy to be supplied hereunder shall be delivered to the City at the points of delivery as indicated and set out in Schedule "G", or at such other point(s), and under such terms and conditions as may be mutually agreed upon from time to time. All responsibility of the Company for the supply of power and energy hereunder and all liability with respect thereto shall cease at the points of delivery.

7. VOLTAGE AND FREQUENCY

The power and energy to be supplied hereunder shall be furnished in the form of three-phase alternating current at normal voltage as indicated and set out in Schedule "G", or at such other voltages as may from time to time be mutually agreed upon by the parties hereto, and at a normal frequency of 60 hertz, with a variation in voltage of normally not more than 4% above or below normal and a variation in frequency of normally not more than 1% above or below normal.

8. STANDARD OF SERVICE

- (a) The Company shall cause to be taken all usual precautions to guard against diminutions, interruptions or outages in the supply of power and energy to the City and shall cause to be terminated such diminutions, interruptions and outages with all possible dispatch.
- (b) The Company shall maintain normal voltage and frequency to the same extent as, and render service equal to, that usually furnished by modern electric power systems where conditions are similar, and in particular avoid operation at abnormally high or low voltages or frequencies.
- (c) The electrical apparatus installed by the Company for the control of the power and energy supplied shall conform to recognized modern practice.

9. METERING EQUIPMENT

The Company shall provide, install and maintain at the points of delivery, or at such other mutually acceptable locations, suitable metering equipment for measuring the power and energy supplied hereunder.

10. TESTING AND CALIBRATION OF METERS

The meters for the measurement of the power and energy to be supplied under this agreement may, at any time upon the request of either the City or the Company after 10 days' written notice to the other, be tested or calibrated by the proper official delegated by the Department of Consumer and Corporate Affairs of Canada and, where the said meters are found to be true and accurate within the limits prescribed from time to time by the said Department, the expense of such test shall be borne and paid for by the party giving such notice. In the event that the said meters are found not accurate, within the said limits, they shall forthwith be repaired and made good, or new ones substituted therefor, and the expense of tests, repairs and substitutions shall be borne by the Company. The bills for power and energy supplied during the two months next preceding such test shall be corrected in proportion to such error, if any, of the said meters. If such error exceeds the aforesaid limits, then such adjustment shall be accepted by both parties as final.



8. STANDARD OF SERVICE

- (a) The Company shall cause to be taken all usual precautions to guard against diminutions, interruptions or outages in the supply of power and energy to the City and shall cause to be terminated such diminutions, interruptions and outages with all possible dispatch.
- (b) The Company shall maintain normal voltage and frequency to the same extent as, and render service equal to, that usually furnished by modern electric power systems where conditions are similar, and in particular avoid operation at abnormally high or low voltages or frequencies.
- (c) The electrical apparatus installed by the Company for the control of the power and energy supplied shall conform to recognized modern practice.

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The Company shall provide, install and maintain at the points of delivery, or at such other mutually acceptable locations, suitable metering equipment for measuring the power and energy supplied hereunder.

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The meters for the measurement of the power and energy to be supplied under this agreement may, at any time upon the request of either the City or the Company after 10 days' written notice to the other, be tested or calibrated by the proper official delegated by the Department of Consumer and Corporate Affairs of Canada and, where the said meters are found to be true and accurate within the limits prescribed from time to time by the said Department, the expense of such test shall be borne and paid for by the party giving such notice. In the event that the said meters are found not accurate, within the said limits, they shall forthwith be repaired and made good, or new ones substituted therefor, and the expense of tests, repairs and substitutions shall be borne by the Company. The bills for power and energy supplied during the two months next preceding such test shall be corrected in proportion to such error, if any, of the said meters. If such error exceeds the aforesaid limits, then such adjustment shall be accepted by both parties as final.

11. RIGHTS-OF-WAY

The transmission lines owned by the Company and located within the Calgary City limits are as shown in red, green and orange on Drawing C08344A hereto, annexed as Schedule "I".

- (a) The City hereby grants to the Company the right, licence, liberty, privilege and easement within, upon, across, under or over any and all property owned by, or vested in the City, including streets, lanes and other public places, for so long a period as the same are or may be required for the construction, maintenance and operation of
  - (i) the Company's transmission lines located on streets, lanes, and other public places as shown in green on Schedule "I", and
  - (ii) the Company's transmission lines where they cross streets, lanes and other public places, which lines are otherwise located on lands owned by the Company and shown in red on Schedule "I" or on easement secured by the Company and shown in orange on Schedule "I".
- (b) Notwithstanding the provisions of paragraph (a) hereof, if the Company shall cease to require a portion of said transmission lines for its operations and the City does not elect, within a period of 5 years thereafter, to purchase such lines, or failing agreement as to the terms of such purchase, the Company shall, at its expense, remove any such lines and shall restore to their former condition, insofar as reasonably possible, all streets, lanes and other public places upon which such transmission lines are located.
- (c) The said rights-of-way shall be free of charge during the period that the Company is supplying power to the City, and thereafter the Company will pay to the City for the said rights-of-way, on the first of January each year that it maintains its said transmission lines on the said rights-of-way, such amount as the parties hereto may agree upon from time to time, or in default thereof, as may be fixed by the P U Board.
- (d) In the exercise of the use, but without limiting or restricting the grant of the rights-of-way as described in paragraph (a) hereof, the Company shall have regard to, and comply with, the by-laws of the City with respect to the excavation and breaking up of street surfaces, the erection of poles, towers or structures and alteration in street grades or rights-of-way.

12. POWER FACTOR

The City will maintain at the point(s) of delivery, during the term of this agreement, an average power factor of at least 90% lagging at times when the load is in excess of 75% of the KW of Demand.

13. CITY'S USE OF SERVICE

The City shall use, or cause to be used, the power and energy supplied hereunder in accordance with recognized practice, and in such a manner as to avoid sudden or abnormal fluctuations in the demand for power as would cause undue disturbance to the system of the Company.

14. PAYMENT IN RESPECT OF POWER AND ENERGY

In respect of power and energy supplied hereunder, the City shall pay the Company, as and from September 1, 1972, as follows:

- (a) (i) Demand Charge:  
\$1.37 per month per KW of Demand
- (ii) Energy Charge:  
4 mills per KWH for all energy.
- (b) The schedule of rates and charges shall be initially as set out in paragraph (a) hereof and shall be firm for 5 years unless a new schedule of rates and charges is fixed and determined by the P U Board following an application by the Company for a general rate change to its customers throughout the Province.
- (c) Notwithstanding paragraphs (a) and (b) hereof if and in the event that at any time subsequent to September 1, 1972, any royalty, tax, water power rentals or other charge lawfully imposed by a governmental authority for which the Company is or becomes liable be imposed, increased, decreased or removed, the rates and charges payable under the foregoing provisions of this Clause 14 may be adjusted commensurately by mutual agreement, or failing agreement, may be submitted by either party to the P U Board for determination.

15. RENDERING AND PAYMENT OF ACCOUNTS

The Company shall render bills within the first 10 days of each calendar month for the amounts payable for power and energy supplied during the preceding calendar month. Payments of the amounts due by the City according to the bills so rendered and found due shall be made by the City at the Company's head office on or before the 20th day of the calendar month in which the bills are rendered.

16. CONTRACT DEMAND

The contract demand shall be 750,000 KW initially; PROVIDED THAT:

- (a) In the event that the City may wish to consider the purchase of additional amounts of power from the Company in excess of the initial contract demand, the City shall endeavour to so advise the Company in writing sufficiently in advance so as to permit the construction and commissioning of the necessary facilities, recognizing that up to 5 years may be so required.
- (b) Following receipt of such advice the Company shall, within a reasonable period of time, give the City written notice of the rates, terms and conditions for the supply of the City's power and energy requirements in excess of the contract demand then in effect.
- (c) Upon the City and the Company mutually agreeing on the terms and conditions of supply and purchase of such additional power and energy the contract demand shall be increased accordingly.

17. SUPPLY OF POWER AND ENERGY REQUIREMENTS

In this clause 17 the expressions following shall have the following meanings:

- (i) "City's total load demand" means the average of the 3 highest of the previous daily maximum demands in KW of the entire City's requirements of power (whether supplied by the Company or otherwise);
- (ii) "City's requirements" means the power and energy required for use by the City and its utilities and for distribution by the City to its customers.

Subject to the terms and conditions in this agreement contained

- (a) the Company shall supply to the City and the City shall purchase from the Company the entire City's requirements until the KW of Demand shall have reached the contract demand; provided that
- (b) the City may generate
  - (i) such portion of the City's total load demand and such energy as may be supplied from time to time by certain generating equipment as now installed in the City's Glenmore water treating and pumping plant, and
  - (ii) all or a part of the requirements of certain essential City services by existing on site emergency generating equipment installed to assure the uninterrupted supply of electric service but which do not feed back into the City's system; and
- (c) should the City decide to generate, or supply from another source, its requirements in excess of the contract demand, then, as and from the first of the month in which the KW of Demand first reaches the contract demand, the Company shall continue to supply and the City shall continue to purchase
  - (i) the City's power requirement up to the contract demand, plus
  - (ii) a proportion of the City's total energy requirements equal to the proportion that the contract demand bears to the City's total load demand.

PROVIDED HOWEVER, the parties hereto shall collaborate to ensure that the two supplies are co-ordinated and operated in a manner that is fair and equitable to both parties and to their respective customers, and failing agreement, the Company shall sell to the City and the City shall purchase from the Company

- (i) a KW of Demand of not less than the contract demand, and
- (ii) a proportion of the City's total energy requirements equal to the proportion that the contract demand bears to the City's total load demand.

18. SUPPLY OF SERVICE

It is agreed that

- (a) the Company will not, except with the written consent of the City, undertake the supply of power and energy to customers within the City's service area; and
- (b) the City will not, except with written consent for the Company, undertake the supply of power and energy to customers within the Company's service area;

PROVIDED HOWEVER, the Company may supply, and shall have the City's consent to continue the supply of, power and energy to Cominco's fertilizer plant within the City's service area.

19. CIRCUITS FROM JANET TO CITY NO. 2 SUBSTATION

In as much as the double circuit transmission line between the City's No. 2 substation and the Company's Janet substation is partly owned by the City and partly owned by the Company and is located on property partly owned by the City and partly owned by the Company as indicated and set out on Schedule "X", and one circuit is used by the City and one by the Company, it is agreed that the conditions and arrangements as set out in Schedule J shall apply with respect to these circuits.

20. MAINTENANCE AND ALTERATION OF FACILITIES

Each of the parties to this agreement shall be responsible for the maintenance of its rights-of-way and the maintenance, repair, replacements or alterations of its transmission line structures and of the circuits carried on its structures, including up to the termination of the circuits at the respective substations; PROVIDED HOWEVER should either party require and/or request the other for a change, alteration or relocation of a structure or of a circuit (owned by the other party to whom such request is agreeable) the party so requesting such change, alteration or relocation shall pay the other for the costs so incurred.

21. RIGHT OF INSPECTION

The duly authorized representative of either the Company or the City shall have the right, from time to time, to inspect the apparatus and plant of the other party and take records at all reasonable hours and make to the duly authorized representative of the other party, suggestions beneficial to the system of the other party. Either party will place at the disposal of the other log sheets, records of graphical meters and any other information referring to the amount of load carried, power factor, frequency, voltage, current, or other items pertinent to this agreement.

22. SALES PROMOTION AND INDUSTRIAL DEVELOPMENT

The Company and the City shall co-operate and use their best endeavours to encourage the efficient use of electric power and energy by their respective customers and to meet any special requirements for large blocks of power and energy by prospective commercial and industrial customers in the City's service area.

23. NO FRANCHISE

Subject to clause 18 hereof, nothing herein contained shall be read or construed as conferring upon the Company the right or privilege or special franchise with regard to the distribution of power and energy within the City's service area.

24. INDEMNITY

- (a) The Company will indemnify and save harmless the City from and against any and all claims and demands that may be made against, and all loss or damage suffered by, the City by reason of any damage or injury to any person or property, including property of the City, resulting from the transmission lines, substations or transformers owned by the Company.

- (b) The City will indemnify and save harmless the Company from and against any and all claims and demands that may be made against, and all loss or damage suffered by, the Company by reason of any damage or injury to any person or property, including property of the Company, resulting from the transmission lines, substations or transformers owned by the City.

25. ACT OF GOD

If at any time during the term of this agreement the operations of either the Company or the City are suspended, curtailed or interfered with, owing to Act of God, the Queen, the Queen's enemies, war, riot, sabotage, rebellion, tempest, fire, flood or other cause beyond the reasonable control of either party, or by strikes, differences with workmen or like causes, the party whose operations are so suspended, curtailed or interfered with shall not be liable to the other under this agreement until the cause of such suspension, curtailment or interference has been removed; PROVIDED, that each of the parties shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension, curtailment or interference.

26. THE PUBLIC UTILITIES BOARD ACT

Subject to its rights and obligations under The Alberta Natural Resources Act Amendment Act 1946, The Water Resources Act, the water power licences issued thereunder and the regulations referred to in such Acts or licences, the Company agrees to submit its business and operations to the control and supervision of the P U Board under The Public Utilities Board Act, (Alberta).

27. ASSIGNMENT OF AGREEMENT

Neither this agreement nor any rights hereunder shall be assigned by the Company or the City to any person, firm or corporation except with the written consent of the other, and subject thereto this agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their and each of their successors and approved assigns.



IN WITNESS WHEREOF the parties hereto have caused their corporate  
seals to be affixed hereto, duly attested at the hands of their proper  
officers duly authorized in that behalf this 24<sup>TH</sup> day of NOVEMBER 1972.

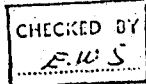
THE CITY OF CALGARY

SH. CORNISH  
Mayor Commissioner

H. S. SPLES  
City Clerk

CALGARY POWER LTD.

M. P. WILLIAMS  
Executive Vice-President



M. A. SHARMA  
Secretary - Treasurer

POWER SUPPLY AGREEMENT

DATED August 1st, 1974

THE CITY OF LETHBRIDGE

AND

CALGARY POWER LTD.

CALGARY POWER LTD.

110 - 12 AVE. S.W.

BOX 1900

CALGARY, ALBERTA

T2P 2M1

THE TWENTY-SECOND DAY OF AUGUST, 1974.

BEFORE: ) IN THE MATTER OF "The Public Utilities  
 ) Board Act";  
The Public Utilities Board for ) AND IN THE MATTER OF "The Municipal  
the Province of Alberta ) Government Act";  
 ) AND IN THE MATTER OF an application by  
 ) the City of Lethbridge for approval of  
 ) agreements with Calgary Power Ltd.

O R D E R

UPON THE APPLICATION of the City of Lethbridge (the "City") for  
an order approving

(a) a power supply agreement altering and renewing the  
agreement dated December 17, 1969 approved by Public  
Utilities Board Order No. 29650; and

(b) a generating equipment sale agreement;

UPON READING the application of the City dated July 30, 1974,  
By-Law No. 3230 of the City, the power supply agreement and the generating  
equipment sale agreement; and

UPON HEARING the representations of the City and of Calgary  
Power Ltd. at a hearing held at Calgary, Alberta on August 21, 1974;

IT IS ORDERED that the entering into the said power supply  
agreement by the City is approved, effective as of August 1, 1974;

AND IT IS FURTHER ORDERED that the entering into the said  
generating equipment sale agreement by the City is approved, effective as  
of August 1, 1974;

IT IS A CONDITION of this Order that the rights hereby conferred shall not be deemed to be exclusive as against Her Majesty the Queen in the right of the Province of Alberta.

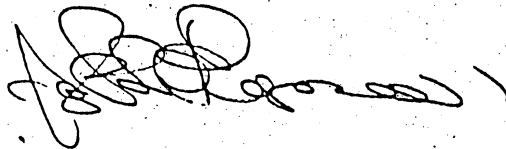
AND IT IS HEREBY DECLARED that nothing in this Order contained shall bind, affect or prejudice the Board in its consideration of any other matter or question relating to the City or to Calgary Power Ltd.

PUBLIC UTILITIES BOARD

*J. C. Saks*  
Member

Certified a true copy

Acting Secretary



*J. P. M. Chapman*  
ACTING SECRETARY (CALGARY)

Member

Member

A BY-LAW OF THE CITY OF LETHBRIDGE TO  
 AUTHORIZE THE MAYOR AND CITY CLERK OF  
 THE CITY TO SIGN, SEAL, AND ON BEHALF  
 OF THE CITY, DELIVER CERTAIN AGREE-  
 MENTS WITH CALGARY POWER LIMITED.

\* \* \* \* \*

WHEREAS it is deemed in the public interest  
 of the City of Lethbridge to enter into an Agreement with  
 Calgary Power Limited, in the form hereto annexed and  
 marked Schedule "A".

NOW THEREFORE, THE COUNCIL OF THE  
 CITY OF LETHBRIDGE IN COUNCIL  
 ASSEMBLED ENACTS AS FOLLOWS:--

1. That subject to the approval first granted of  
 The Public Utilities Board for the Province of Alberta,  
 acting pursuant to The Public Utilities Board Act and The  
Municipal Government Act, the Mayor and City Clerk of the  
 City of Lethbridge are hereby authorized on behalf of the  
 said City to affix the official seal of the City of Leth-  
 bridge to certain Agreements set forth in Schedule "A" and  
 "B" hereto annexed and to sign and deliver the same on  
 behalf of the City.

READ A FIRST TIME this 29th day of JULY A.D. 1974.

Mcanderson  
 Mayor

John G. G. G.  
 City Clerk

READ A SECOND TIME this 7<sup>th</sup> day of OCTOBER A.D. 1974.

Mcanderson  
 Mayor

John G. G. G.  
 City Clerk

READ A THIRD TIME this 7<sup>th</sup> day of OCTOBER A.D. 1974.

Mcanderson  
 Mayor

John G. G. G.  
 City Clerk

## CLAUSE INDEX

### Recital

1. Definitions
2. Clause Headings
3. Term
4. Renewal
5. Supply and Purchase of Power and Energy

### COMPANY'S FACILITIES

6. Voltage and Frequency
7. Standard of Service
8. Points of Delivery
9. Delivery Facilities
10. Metering

### CITY'S FACILITIES

11. Use of Power and Energy Supplied
12. Right-of-Way
13. Exclusive Right

### RATES AND CHARGES

14. Rates for Power and Energy
15. Rendering of Accounts

### GENERAL

16. Right of Inspection
  17. Service Areas
  18. Sales Promotion and Industrial Development
  19. Liability and Damages
  20. Force Majeure
  21. Public Utilities Board
  22. Public Utilities Board Approval
  23. Assignment
- Execution

July 31, 1978


TO: E. L. & P. SUPERINTENDENT

FROM: CITY COMMISSIONER

Enclosed please find a copy of the revised Power Supply Agreement between the City and Calgary Power, together with copies of the Calgary and Lethbridge agreements.

I am forwarding this in order that you might have an opportunity to review same prior to Mike's return from vacation on August 14th, 1978.

You may wish to submit written comments for his perusal.

  
P. SHAW  
Secretary

pms  
Encls.

C. of C. Termination - Clause 5  
Contract Demand - Clause 16



CALGARY POWER LTD. 201-5301-43 STR. RED DEER, ALBERTA T4N 5G1 MAIL BOX 516 PHONE 348-8906

1978-07-26

H. M. C. Day,  
Commissioner,  
City of Red Deer,  
City Hall,  
4914 - 48 Avenue,  
RED DEER, Alberta,

Dear Mike:

Included are six copies of our revised Power Supply Agreement, along with, as requested, single copies of our Agreements with the Cities of Calgary and Lethbridge.

You will at once notice that the rates shown for these Cities are different. This is because the Calgary Agreement goes back to 1972; and the Lethbridge Agreement to 1974. The rates (our standard 6-850 rate) shown in the Red Deer Agreement are correct and apply to all wholesale customers. There is the advantage through the incentive structure of the demand charges, that the larger community pays a somewhat lower unit cost.

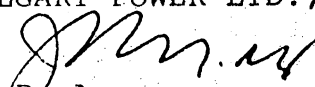
Another difference is that the Red Deer Agreement provides for delivery at 25 KV, this is because of the intended changes which will involve moving from 25 KV now, to 138 KV later.

The urgency of completing the Agreement with enough time to plan and build another point of supply is of great concern to us. We estimate lead time to build a substation in North Red Deer to be twenty-three months; in the meantime our transformers at 8S are taking more load and we have installed auxilliary cooling.

Please review the Agreement and get back to me with your comments as soon as possible.

Yours very truly,

CALGARY POWER LTD.,

  
J. R. Ayer,  
Manager  
Red Deer Division

JRA/db  
Enclosures

cc: D. G. Bacon, Room 902  
G. D. Lyons, Room 904



POWER SUPPLY AGREEMENT  
DATED \_\_\_\_\_, 1978  
THE CITY OF RED DEER  
AND  
CALGARY POWER LTD.

CALGARY POWER LTD.  
110 - 12 AVE. S.W.  
BOX 1900  
CALGARY, ALBERTA  
T2P 2M1

Recital

SCOPE

1. Definitions
2. Clause Headings
3. Term
4. Renewal
5. Supply and Purchase of Power and Energy

COMPANY'S FACILITIES

6. Voltage and Frequency
7. Standard of Service
8. Points of Delivery
9. Delivery Facilities
10. Metering

CITY'S FACILITIES

11. Use of Power and Energy Supplied
12. Right-of-Way
13. Exclusive Right

RATES AND CHARGES

14. Rates for Power and Energy
15. Rendering of Accounts

GENERAL

16. Service Areas
  17. Right of Inspection
  18. Efficient Use and Industrial Development
  19. Liability and Damages
  20. Force Majeure
  21. Public Utilities Board
  22. Board Approval
  23. Not Exclusive Against the Crown
  24. Assignment
- Execution

This Schedule "A" referred to in By No. \_\_\_\_\_ of  
the City of Red Deer.

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of  
\_\_\_\_\_ A.D., 1978.

BETWEEN:

THE CITY OF RED DEER, a Municipal  
Corporation under the laws of  
the Province of Alberta, hereinafter  
called "the City",

OF THE FIRST PART

- and -

CALGARY POWER LTD., a Corporation  
having its Head Office at the  
City of Calgary, in the Province  
of Alberta, hereinafter called  
"the Company".

OF THE SECOND PART

WHEREAS the City has purchased from Calgary Power Ltd. its  
requirements of electric power and energy for its own use and for distribution  
to the inhabitants of the City pursuant to an agreement dated March 30,  
1938 renewed and altered from time to time and most recently renewed by  
an agreement dated September 1, 1966; and

WHEREAS the Company is prepared to continue to supply and the  
City wishes to continue to purchase such electric power and energy; and

WHEREAS the City and the Company are desirous of further  
renewing and altering the power supply agreement dated March 30, 1938 so  
that it shall henceforth provide and read as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties  
hereto mutually covenant, promise and agree with each other as follows:

## 1. DEFINITIONS

In this agreement, including this clause and the recitals, unless the context otherwise requires, the expressions following shall have the following meanings:

- (a) "City's service area" means initially the area as provided for in the Energy Resources Conservation Board (Alberta) Approval No. 7216 dated June 16, 1972 and thereafter as ordered from time to time by the Energy Resources Conservation Board;
- (b) "the Company service area" means the area outside the City service area;
- (c) "diminution" means a temporary drop in supply voltage;
- (d) "energy" means electric energy as measured in kWh;
- (e) "frequency" means the rate of alternation of the supply voltage in cycles per second;
- (f) "interruption" means a short period of time when the supply voltage falls to zero and is restored by automatic devices;
- (g) "kV" means kilovolt or kilovolts;
- (h) "kW" means kilowatt or kilowatts;
- (i) "kWh" means kilowatt hour or kilowatt hours;
- (j) "kVA" means kilovolt-ampere or kilovolt-amperes;
- (k) "month" means calendar month;
- (l) "outage" means a period of time when the supply voltage falls to zero and is restored by some manual action;
- (m) "point of delivery" means the point at which power and energy passes from the circuit of one party to the circuit of the other, as provided for in Clause 8 hereunder;
- (n) "power" means electric power as measured in kW;
- (o) "voltage" in a three phase system means the electrical potential between any two of the three supply conductors.
- (p) "Province" means the Province of Alberta;

## 2. CLAUSE HEADINGS

The paragraph or clause headings are inserted in this agreement for convenience of reference only and shall not be referred to for the purpose of, nor shall they affect, the construction or interpretation of this agreement, or any of its terms.

3. TERM

This agreement shall be effective as and from the date hereof and shall continue in full force and effect for a period of 10 years.

4. RENEWAL

The agreement dated March 30, 1938 made between the City and the Company is hereby renewed and altered so as to provide and read as set forth herein, and shall remain renewable and alterable in accordance with, and subject to the provisions of, The Municipal Government Act of the Province.

5. SUPPLY AND PURCHASE OF POWER AND ENERGY

Subject to the terms and conditions herein contained the Company shall supply and sell all the power and energy required by the City from time to time and the City shall take and purchase from the Company and distribute and sell such power and energy to the customers of the City to the full extent of the requirements of the City and such customers, it being understood and agreed that the maintenance by the Company at the point of delivery of the conditions of voltage and frequency hereinafter provided for shall constitute compliance with its obligations to supply and deliver power and energy hereunder.

6. VOLTAGE AND FREQUENCY

The Company shall supply, and the City shall take delivery of, the power and energy to be supplied hereunder in the form of three phase alternating current, initially at a nominal voltage of 25 kV, and at 138 kV at any points of delivery which may, from time to time be established or altered by mutual agreement between the parties hereto, and at a normal frequency of 60 hertz, with a variation in voltage of normally not more than 4% above or below normal and a variation in frequency of normally not more than 1% above or below normal.

7. STANDARD OF SERVICE

- (a) The Company shall cause to be taken all usual precautions to guard against diminutions, interruptions or outages in the supply of power and energy to the City and shall cause such diminutions, interruptions and outages to be terminated with all possible dispatch.

- (b) The Company shall maintain normal voltage and frequency to the same extent as, and render service equal to, that usually furnished by modern electric power systems where conditions are similar, and in particular avoid operation at abnormally high or low voltages or frequencies.
- (c) The electrical apparatus installed by the Company for the control of the power and energy supplied shall conform to recognized modern practice.

8. POINT OF DELIVERY

The point of delivery of power and energy supplied under the terms of this agreement shall initially be the load side terminals of the Company's metering equipment in the Company's substation designated 8S, provided however that additional points of delivery including 8S if altered shall be established at 138 kV and at locations and under terms and conditions mutually agreed to by the parties hereto. All responsibility of the Company for the supply of power and energy hereunder and all liability with respect thereto shall cease at the point of delivery.

9. DELIVERY FACILITIES

The Company shall, at its cost and expense, install, own, maintain and operate the transmission lines, switches and appurtenant equipment for the delivery of power and energy to the point of delivery at the Company's 8S substation and at the first additional point of delivery. The City shall, at its cost and expense, install, own, maintain and operate all substations, transmission lines, circuits, transformers and appurtenant equipment for the distribution of power and energy beyond the point of delivery.

10. METERING

- (a) The power and energy referred to herein shall be metered by metering equipment supplied, owned and maintained by the Company and installed at the point of delivery or at such other point or points with such other conditions as may be mutually agreed upon.

- (b) Any meter may be inspected by the Company or by the City at any time. The Company may arrange, or within 10 days of a request from the City the Company shall arrange, to have the metering equipment tested and/or calibrated by the proper official delegated by the Department of Consumer and Corporate Affairs of Canada.
- (c) In the event that such test requested by the City reveals that the said metering equipment is true and accurate within the limits prescribed from time to time by the said Department, the expense of such test shall be borne and paid for by the City.
- (d) In the event that the metering equipment is found not accurate within the said limits it shall forthwith be corrected or replaced by equipment that is accurate and the expense shall be borne by the Company, and the accounts for power and energy supplied hereunder shall be corrected as mutually agreed so as to compensate for such error, or failing such agreement, the accounts for the 3 months next preceding such tests shall be adjusted to compensate for such error, and such correction shall be acceptable to both parties as settlement in full to that date of all claims on account of the metering equipment.

11. USE OF POWER AND ENERGY SUPPLIED

- (a) The City shall
  - (i) install, own, maintain and operate all of the apparatus and equipment on the City's side of the point of delivery with the exception of specific items required by the Company, such as metering equipment;
  - (ii) design, install, maintain and operate its apparatus and equipment in accordance with accepted operating practice, and in such a manner so as to avoid sudden or abnormal fluctuations in the demand for power as would cause a disturbance to the system of the Company; and

- (b) The City shall design, install and operate its distribution system and/or design its rate schedules in such a manner so as to maintain and encourage a high power factor and, if the power factor is found to be below 90% lagging under normal operation and if requested in writing by the Company, it shall install with reasonable dispatch at its expense apparatus to correct the normal power factor to 90% or better. The Company shall be entitled to an additional charge as provided for in Clause 14 hereof where such equipment is not installed.

12. RIGHT-OF-WAY

Within its service area, the City shall provide without expense to the Company, right-of-way or easement for the Company's transmission lines and substation equipment upon all property owned by, or under control of, the City along reasonably direct and satisfactory routes approved by the City, to enable the Company to erect, maintain and operate its facilities to supply the City's load.

13. EXCLUSIVE RIGHT

Subject to clause 16 hereof the City shall, during the term hereof and any renewal, purchase exclusively from the Company the power and energy required for its own use and the use of the consumers and shall not, either itself or through any agent, erect or operate an electric generating plant, nor shall it grant to any other person, firm or corporation the right to distribute and/or sell power and energy within the City service area for any purpose and shall prevent any other person or corporation from using the streets and/or lanes within the City for erecting or maintaining an electric distribution system for the distribution of power and energy.

14. RATES FOR POWER AND ENERGY

- (a) The City shall pay for the electric service made available hereunder at the following rates:

(i) Demand Charge:

For the first 1500 kW of Demand - \$8.50 per month per kW

For the next 15500 kW of Demand - \$5.00 per month per kW

For all over 17000 kW of Demand - \$3.45 per month per kW



(ii) Energy Charge:

All energy - 0.85¢ per kWh

- (b) The kW of Demand with respect to a month shall be the highest Metered Demand in the 12 month period including and ending with such month and with the 12 month period including months prior to the commencement of this agreement; with the Metered Demand being the registered demand in kW or, if greater, 90% of the registered demand in kVA, and such registered demand shall

(i) be measured by 15 minute block interval demand metering equipment, or

(ii) at the Company's option, such other approved type of metering equipment as the Company may provide.

15. RENDERING OF ACCOUNTS

The Company shall, during the first 10 days of each month, render an account to the City for amounts payable hereunder in respect of service rendered and power and energy supplied during the preceding month. Such account shall be due and payable when rendered, and a charge of 1% per month (12.68% per annum) shall be payable on all accounts remaining unpaid 20 days after rendering.

16. SUPPLY OF POWER AND ENERGY REQUIREMENTS

At any time after the kW of Demand exceeds 65 MW and upon one years written notice from the City to the Company, the City may generate that portion of the City's total load requirements in excess of the previously established kW of Demand; provided that

- (a) the Company shall continue to supply and the City shall continue to purchase the City's requirements up to the previously established kW of Demand, and
- (b) the Company shall supply a proportion of the City's energy requirements equal to the proportion that the previously established kW of Demand bears to the City's total energy requirements.

17. SERVICE AREA

During the term of this agreement and any renewals hereof,

- (a) the Company will not, except with the written consent of the City, undertake the supply of power and energy to customers within the City service area; and
- (b) the City will not, except with written consent of the Company, undertake the supply of power and energy to customers within the Company's service area;

18. RIGHT OF INSPECTION

A duly authorized representative of either the Company or the City shall have the right, from time to time, to inspect the facilities of the other party and take records at all reasonable hours and make, to the duly authorized representative of the other party, suggestions beneficial to the system of the other party. On request either party will place at the disposal of the other log sheets, records of graphic meters and any other available information referring to the amount of load supplied, voltage, power factor, frequency or any other items pertinent to this agreement. The parties shall interchange information with regard to system short circuit capacity, interrupting rating of equipment, coordination of fuses, switches and circuit breakers and other items pertinent to the efficient operation of their respective facilities.

19. EFFICIENT USE AND INDUSTRIAL DEVELOPMENT

The Company and the City shall co-operate and use their best endeavours to encourage the efficient use of electric power and energy by their respective customers and to meet any special requirements for large blocks of power and energy by prospective commercial and industrial customers in the City's service area.

20. INDEMNITY

- (a) The Company will indemnify and save harmless the City from and against any and all claims and demands that may be made against, and all loss or damage suffered by, the City by reason of any damage or injury to any person or property, including property of the City, resulting from the transmission lines, substations or transformers owned by the Company.

- (b) The City will indemnify and save harmless the Company from and against any and all claims and demands that may be made against, and all loss or damage suffered by, the Company by reason of any damage or injury to any person or property, including property of the Company, resulting from the transmission lines, substations or transformers owned by the City.

21. FORCE MAJEURE

If at any time during the continuance of this agreement, the operations of either the Company or the City are suspended, curtailed or interfered with owing to Act of God, war, rebellion, sabotage, fire or other causes beyond the reasonable control of either party, such as strikes, differences with workmen or like causes, the party whose operations are suspended, curtailed or interfered with shall not be liable to the other under this agreement until the cause or causes of such suspension, curtailment or interference have been removed; provided that each of the parties shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension, curtailment or interference. Nothing herein contained, however, shall relieve the City from its liability to pay for power and energy consumed during any such suspension, curtailment or interference.

22. PUBLIC UTILITIES BOARD

It is understood and agreed that the Company's business and operations, including the rates and charges hereunder, are subject to the control and supervision of the Board, in the same manner and to the same extent as if the Company were an owner of a public utility within the meaning of the Public Utilities Board Act; subject however to the Company's rights and obligations under The Alberta Natural Resources Act, Amendment Act, 1946, the Water Power Licenses thereunder, and the Regulations referred to in such Act or Licenses.

23. BOARD APPROVAL

This agreement shall be inoperative unless and until it is approved by the Board and upon such approval this agreement shall be in full force and effect as and from the date hereof.

24. NOT EXCLUSIVE AGAINST THE CROWN

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province.

25. ASSIGNMENT

Neither this agreement nor any rights hereunder shall be assigned by the Company or by the City or any person, firm or corporation except with the written consent of the other, any such consent of the City being authorized by a resolution of the City Council; subject thereto this agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their and each of their successors and approved assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers as of the day and year first above written.

CITY OF RED DEER

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Mayor

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City Clerk

CALGARY POWER LTD.

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Per

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Per

# CITY OF CALGARY

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APPENDIX "B"

Annexed to and forming part of  
Indenture dated the 20<sup>th</sup> day of NOVEMBER, 1972.

MEMORANDUM OF AGREEMENT made as of the first day of September, A.D. 1959  
and amended as of the / 5<sup>th</sup> day of SEPTEMBER, 1972.

BETWEEN:

THE CITY OF CALGARY, a municipal  
corporation having jurisdiction in  
the City of Calgary in the Province  
of Alberta (hereinafter called  
"the City"),

OF THE FIRST PART,

- and -

CALGARY POWER LTD., a body corporate  
with head office at the City of  
Calgary aforesaid (hereinafter  
called "the Company"),

OF THE SECOND PART.

WHEREAS by an agreement dated September 1, 1959, the City agreed to purchase and the Company agreed to supply electric power and energy to the City for distribution by the City to its customers and said agreement was renewed and altered from time to time and most recently by an agreement dated January 24, 1969 and

WHEREAS the City wishes to continue to purchase and the Company is prepared to continue to supply the City's requirements of electric power and energy; and

WHEREAS the City and the Company are desirous of further renewing and altering the agreement dated September 1, 1959, so that it shall henceforth provide and read as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant, promise and agree with each other as follows;

This is Schedule "A" referred to in By-Law No. 3230 of the City of Lethbridge.

MEMORANDUM OF AGREEMENT made this 1<sup>st</sup> day of August A.D. 1974.

BETWEEN:

THE CITY OF LETHBRIDGE, a Municipal Corporation under the laws of the Province of Alberta, hereinafter called "the City",

OF THE FIRST PART

- and -

CALGARY POWER LTD., a Corporation having its Head Office at the City of Calgary, in the Province of Alberta, hereinafter called "the Company".

OF THE SECOND PART.

WHEREAS by an agreement in writing dated December 17, 1969, the City agreed to purchase and the Company agreed to supply a portion of the City's requirements of electric power and energy and a reserve capability for distribution by the City to its Customers; and

WHEREAS the City now wishes to discontinue generating a portion of its electric power and energy requirements; and

WHEREAS on the first day of August 1974 the City sold and the Company purchased the City's generating equipment including three steam turbines and two gas turbines together with associated generators, boiler plant, control room facilities, cranes and other equipment (hereinafter referred to as the Company's generating equipment) for the sum of \$750,000.00; and

WHEREAS the City and the Company have entered into a lease agreement whereby the Company's generating equipment will occupy and operate within and upon the City's generating plant buildings and land for the period August 1st, 1974 to June 1st, 1981 and thereafter renewable by mutual consent; and

WHEREAS the City wishes to purchase and the Company is prepared to supply the City's total requirements of electrical power and energy; and

WHEREAS the City and the Company are desirous of altering and renewing the agreement dated December 17, 1969 so that it will henceforth provide and read as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant, promise and agree with each other as follows:



## 1. DEFINITIONS

In this agreement, including this clause and the recitals, unless the context otherwise requires, the expressions following shall have the following meanings:

- (a) "City's service area" means initially the area as provided for in the Energy Resources Conservation Board (Alberta) Approval No. 7222 dated May 3, 1972 and thereafter as ordered from time to time by the Energy Resources Conservation Board;
- (b) "Company service area" means the area outside the City's service area;
- (c) "energy" means electric energy as measured in KWH;
- (d) "KV" means kilovolt or kilovolts;
- (e) "KW" means kilowatt or kilowatts;
- (f) "KWH" means kilowatt hour or kilowatt hours;
- (g) "KVA" means kilovolt-ampere or kilovolt-amperes;
- (h) "month" means calendar month;
- (i) "point of delivery" means the point at which power and energy passes from the circuit of one party to the circuit of the other, as provided for in Clause 8 hereunder;
- (j) "power" means electric power as measured in KW;
- (k) "Province" means the Province of Alberta;
- (l) "substation" means the assemblage of equipment installed owned, operated and maintained by the City at its expense for the purpose of switching and/or changing or regulating the voltage of electricity at each point of delivery provided for in Clause 8 hereof.

## 2. CLAUSE HEADINGS

The paragraph or clause headings are inserted in this agreement for convenience of reference only and shall not be referred to for the purpose of, nor shall they affect, the construction or interpretation of this agreement, or any of its terms.

## 3. TERM

This agreement shall be effective as and from the date hereof and shall continue in full force and effect for a period of 10 years.

4. RENEWAL

The agreement dated December 17, 1969 made between the City and the Company is hereby renewed and altered so as to provide and read as set forth herein, and shall remain renewable and alterable in accordance with, and subject to the provisions of, The Municipal Government Act of the Province.

5. SUPPLY AND PURCHASE OF POWER AND ENERGY

Subject to the terms and conditions herein contained the Company shall supply and sell all the power and energy required by the City from time to time and the City shall take and purchase from the Company and distribute and sell such power and energy to the customers of the City to the full extent of the requirements of the City and such customers, it being understood and agreed that the maintenance by the Company at the point of delivery of the conditions of voltage and frequency hereinafter provided for shall constitute compliance with its obligations to supply and deliver power and energy hereunder. Notwithstanding anything herein contained to the contrary the Company shall not be obligated to supply 13,800 Volt power and energy to the City's 115 point of delivery and steam to the City's Waterworks Plant after June 1, 1976 or on such other date and under such other terms and conditions mutually agreed upon by the parties hereto.

6. VOLTAGE AND FREQUENCY

The Company shall supply, and the City shall take delivery of, the power and energy to be supplied hereunder in the form of three-phase alternating current at a nominal voltage of 138,000 volts, or at such other voltages as may from time to time be mutually agreed to by the parties hereto, and at a normal frequency of 60 hertz, with a variation in voltage of normally not more than 4% above or below normal and a variation in frequency of normally not more than 1% above or below normal.

7. STANDARD OF SERVICE

- (a) The Company shall cause to be taken all usual precautions to guard against diminutions, interruptions or outages in the supply of power and energy to the City and shall cause such diminutions, interruptions and outages to be terminated with all possible dispatch.

- (b) The Company shall maintain normal voltage and frequency to the same extent as, and render service equal to, that usually furnished by modern electric power systems where conditions are similar, and in particular avoid operation at abnormally high or low voltages or frequencies.
- (c) The electrical apparatus installed by the Company for the control of the power and energy supplied shall conform to recognized modern practice.

#### 8. POINTS OF DELIVERY

The points of delivery of power and energy supplied under the terms of this agreement shall be the deadend terminals of the Company's transmission line or lines at the City's interconnecting substation or substations. Initially the points of delivery shall be at each of the two City owned substations designated 11S and 146S provided that a third point of delivery may be established under the terms of this agreement and at the City's expense at a mutually acceptable location on the west side of the Oldman River. All responsibility of the Company for the supply of power and energy hereunder and all liability with respect thereto shall cease at the points of delivery.

#### 9. DELIVERY FACILITIES

The Company shall, at its cost and expense, install, own, maintain and operate the transmission lines, and appurtenant equipment for the delivery of power and energy to the points of delivery. The City shall be responsible for all substations, transmission lines, circuits, transformers and appurtenant equipment for the distribution of power and energy beyond the points of delivery.

#### 10. METERING

- (a) The power and energy referred to herein shall be metered by metering equipment supplied, owned and maintained by the Company and installed at the point of delivery or at such other point or points with such other conditions as may be mutually agreed upon.

- (b) Any meter may be inspected by the Company or by the City at any time. The Company may arrange, or within 10 days of a request from the City the Company shall arrange, to have the metering equipment tested and/or calibrated by the proper official delegated by the Department of Consumer and Corporate Affairs of Canada.
- (c) In the event that such test requested by the City reveals that the said metering equipment is true and accurate within the limits prescribed from time to time by the said Department, the expense of such test shall be borne and paid for by the City.
- (d) In the event that the metering equipment is found not accurate within the said limits it shall forthwith be corrected or replaced by equipment that is accurate and the expense shall be borne by the Company, and the accounts for the power and energy supplied hereunder shall be corrected as mutually agreed so as to compensate for such error or, failing such agreement, the accounts for the 3 months next preceding such tests shall be adjusted to compensate for such error, and such correction shall be acceptable to both parties as settlement in full to that date of all claims on account of the metering equipment.

#### 11. USE OF POWER AND ENERGY SUPPLIED

- (a) The City shall
  - (i) install, own, maintain and operate all of the apparatus and equipment on the City's side of the point of delivery with the exception of specific items required by the Power Company, such as metering equipment;
  - (ii) design, install, maintain and operate its apparatus and equipment in accordance with accepted operating practice, and in such a manner so as to avoid sudden or abnormal fluctuations in the demand for power as would cause a disturbance to the system of the Company; and
- (b) The City shall design, install and operate its distribution system and/or design its rate schedules in such a manner so as to maintain and encourage a high power factor and, if the power factor is found to be below 90% lagging at the points of delivery under normal operation

and if requested in writing by the Company, it shall install with reasonable dispatch at its expense apparatus to correct the normal power factor to 90% or better. The Company shall be entitled to an additional charge as provided for in Clause 14 hereof where such equipment is not installed.

## 12. RIGHT-OF-WAY

Within its municipal limits, the City shall provide without expense to the Company, right-of-way or easement for the Company's powerlines and substation equipment upon all property owned by, or under the control of, the City along reasonably direct and satisfactory routes approved by the City, to enable the Company to erect, maintain and operate its facilities to supply the City's load.

## 13. EXCLUSIVE RIGHT

Subject to the observance and performance by the Company of the terms and covenants herein contained, the City shall, during the term hereof and any renewal, purchase exclusively from the Company the power and energy required for its own use and the use of the consumers and shall not, either itself or through any agent, erect or operate an electric generating plant, nor shall it grant to any other person, firm or corporation the right to distribute and/or sell power and energy within the City service area for any purpose and shall prevent any other person or corporation from using the streets and/or lanes within the City for erecting or maintaining an electric distribution system for the distribution of power and energy.

## 14. RATES FOR POWER AND ENERGY

(a) The City shall pay for the electric service made available hereunder at the following rates:

(i) Demand Charge:

For the first 1500 KW of Demand - \$4.79 per month per KW

For the next 13500 KW of Demand - \$2.74 per month per KW

For all over 15000 KW of Demand - \$1.45 per month per KW

(ii) Energy Charge:

All energy - 0.42¢ per KWH

- (b) . The KW of Demand with respect to a month shall be the highest Metered Demand in the 12 month period including and ending with such month;

with the Metered Demand being the registered demand in KW or, if greater, 90% of the registered demand in KVA, and such registered demand shall be measured at the point of delivery by a thermal demand meter with a response period of 90% in 15 minutes and a 30 minute test period; provided that the KW of Demand shall not be increased by reason of abnormal or emergency water pumping required for fire fighting purposes or because of a broken water main.

- (c) The schedule of rates and charges shall be initially as set out in paragraph (a) hereof and shall continue unless and until a new schedule of rates and charges is agreed upon by the parties hereto, or is fixed and determined by the Public Utilities Board of Alberta.
- (d) Notwithstanding paragraphs (a) and (c) hereof if and in the event that at any time subsequent to the date of this agreement any tax, royalty, water power rental, or other charge lawfully imposed by a Governmental authority for which the Company is or becomes liable be imposed, increased, decreased or removed, the rates and charges payable under the foregoing provisions of this Clause 14 may be adjusted commensurately by mutual agreement or, failing agreement, may be submitted by either party to the Public Utilities Board of Alberta for determination.

#### 15. RENDERING OF ACCOUNTS

The Company shall, during the first 10 days of each month, render an account to the City for amounts payable hereunder in respect of service rendered and power and energy supplied during the preceding month. Such account shall be due and payable when rendered, and a charge of 1% per month (12.68% per annum) shall be payable on all accounts remaining unpaid 20 days after rendering.

#### 16. RIGHT OF INSPECTION

A duly authorized representative of either the Company or the City shall have the right, from time to time, to inspect the facilities of the other party and take records at all reasonable hours and make, to the duly authorized representative

of the other party, suggestions beneficial to the system of the other party. Either party will place at the disposal of the other log sheets, records of graphic meters and any other information referring to the amount of load supplied, voltage, power factor, frequency or any other items pertinent to this agreement.

#### 17. SERVICE AREA

It is agreed that

- (a) the Company will not, except with the written consent of the City, undertake the supply of power and energy to customers within the City's service area; and
- (b) the City will not, except with written consent of the Company, undertake the supply of power and energy to customers within the Company's service area;

#### 18. SALES PROMOTION AND INDUSTRIAL DEVELOPMENT

The Company and the City shall co-operate and use their best endeavours to encourage the efficient use of electric power and energy by their respective customers and to meet any special requirements for large blocks of power and energy by prospective commercial and industrial customers in the City's service area.

#### 19. LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties for damages or injuries to, or death of, employees or for damage to the property of either party, or for injuries to, or death of other persons, or damage to their property, arising out of the maintaining of the operating interconnection and the supply of power and energy by one party to the other, the liability for such damages, as between the parties hereto, shall be as follows:

- (a) Each party shall be liable for all damages for such injuries to or death of persons or damage to property, including the property of either party hereto, caused solely by its negligence.
- (b) Each party shall be liable for all damages for such injuries to or death of its own employees or damage to its own property as are caused by the concurrent negligence of both parties hereto, or that are due to causes which cannot be traced to the sole negligence of the other party.

- (c) Each party shall be liable for one half of all damages for such injuries to or death of persons, other than employees of either party, and for one half of all damages for such damage to property not belonging to either party as are caused by the concurrent negligence of both parties hereto, or as are due to causes which cannot be traced to the sole negligence of either party.
- (d) All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto, jointly; provided, however, that in any case where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, and its own election, pay to the other party the proportionate share of the expense which such settlement would involve under the terms of this article, and thereupon said other party shall be bound to protect and indemnify the party making such payment from all further liability and expense on account of such claim.
- (e) In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the party shall include, in addition to the amount paid to the claimant, all costs, charges and expenses incurred by the parties in connection therewith, which shall include legal costs, disbursements and other proper charges and expenditures.

#### 20. FORCE MAJEURE

If at any time during the period of this agreement the operations of either the Company or the City are suspended, curtailed or interfered with owing to Act of God, the Queen, the Queen's enemies, or riots, rebellion, sabotage, tempest, fire or other causes beyond the reasonable control of either party or by strikes, differences with workmen or like causes, the party whose operations are suspended, curtailed or interfered with shall not be liable to the other under this agreement until the cause or causes of such suspension, curtailment or interference has been removed; provided that each of the parties shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension,



curtailment or interference. Nothing herein contained, however, shall relieve the City from its liability to pay for power and energy consumed during any such suspension, curtailment or interference.

#### 21. PUBLIC UTILITIES BOARD

It is understood and agreed that the Company's business and operations, including the rates and charges hereunder, are subject to the control and supervision of the Public Utilities Board, in the same manner and to the same extent as if the Company were an owner of a public utility within the meaning of the Public Utilities Board Act; subject however to the Company's rights and obligations under The Alberta Natural Resources Act, Amendment Act, 1946, the Water Power Licenses thereunder, and the Regulations referred to in such Act or Licenses.

#### 22. PUBLIC UTILITIES BOARD APPROVAL

This agreement shall be inoperative unless and until it is approved by the Public Utilities Board and upon such approval this agreement shall be in full force and effect as and from the date hereof.

#### 23. ASSIGNMENT

Neither this agreement nor any rights hereunder shall be assigned by the Company or the City to any person, firm or corporation except with the written consent of the other, any such consent of the City being authorized by a resolution of the City Council; subject thereto this agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their and each of their successors and approved assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers as of the day and year first above written.

CITY OF LETHBRIDGE

*A. C. Anderson*  
Mayor

*John Field*  
City Clerk

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CALGARY POWER LTD.

*[Signature]*  
President

*Joe Newby*  
Secretary

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a  
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CHECKED BY  
*[Signature]*

*File in Agend 5*

A G E N D A

For COMMITTEE OF THE WHOLE OF RED DEER CITY COUNCIL  
TO BE HELD FOLLOWING THE REGULAR MEETING OF COUNCIL,  
MONDAY, FEBRUARY 5th, 1979.

\*\*\*\*\*

2 February 1979

TO: COMMITTEE OF THE WHOLE

FROM: CITY CLERK

The following report was presented to Committee of the Whole January 22nd, 1979 and no final decision has been made by Council respecting this report.

"R. STOLLINGS"  
City Clerk

18 January 1979

TO: COMMITTEE OF THE WHOLE OF COUNCIL

FROM: PERSONNEL COMMITTEE

At a meeting of the Personnel Committee January 18th, 1979, the following motion was introduced by Alderman Mabb and seconded by Alderman Webb.

"That the Personnel Committee recommend to Council that the City Commissioner's salary be increased by 5% increment plus 7% as per the increase granted to the exempt staff January 8th, 1979, said adjustments to be effective as and from the 24th of December 1978."

The above motion was carried with Alderman Dale registering a dissenting vote.

Alderman W. Mabb, Chairman  
Personnel Committee

48170

THOMAS H. CHAPMAN PROFESSIONAL CORPORATION

Barrister, Solicitor, Notary Public

208 PROFESSIONAL BUILDING  
4808 ROSS STREET  
RED DEER, ALBERTA T4N 1X5

TELEPHONE (403) 346-6603  
TWX 610-841-5684

T. H. CHAPMAN, B.A., L.L.B.

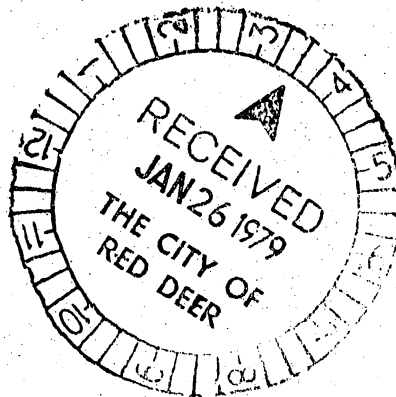
January 25, 1979.

The City of Red Deer,  
RED DEER, Alberta.

Attention: Mr. Don Wilson

Dear Sirs:

Re: Rosene  
Lot 28, Block 12, Plan 762 1979



In response to your correspondence of January 23rd, 1979, I would draw to your attention the provisions of Paragraph 3, commencing on Page 5 of the agreement between the City and Rosene.

Should the City desire, it may declare the agreement to be null and void, and if it should so do, then the steps would be as follows:

1. Firstly, register the Transfer of Land back into the name of the City of Red Deer.
2. Calculate and deduct the interest from such funds pursuant to the agreement.
3. Should the City elect to level the site, rather than resell the lands with improvements thereon, then estimate the costs of such a levelling and clearing and deduct such costs from the purchase price.
4. Refund the balance of purchase price to Rosene.

It would be my view that in this instance the purchaser would in all probability thereupon take proceedings by Court action to get relief from forfeiture under the said agreement, and in view of the fact that some improvements have been effected to the site, at a cost to the purchaser, it would be my view that the Court would be inclined to grant the relief from forfeiture and reinstate the agreement. In any event it would certainly get the attention of the purchaser and may precipitate getting the job done, since we could request that the Court fix times and date for completion should it be so inclined to

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grant relief.

Accordingly I return your complete file.

Yours truly,

*T. H. Chapman / m.w.*  
T. H. CHAPMAN

THC:jr