

*City Clerk*

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A G E N D A

Agenda for Statutory meeting of the Council of the City of Red Deer to be held at 4:15 P.M., Monday, October 18th, 1965 in Council Chambers, City Hall, Red Deer.

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1. Taking of Oaths of Office - Newly elected Mayor and Aldermen.
2. Confirmation of Minutes of Council meeting, October 4th, 1965.
3. Appointment of various Council Committees, appointment of Council representatives on various Boards, Commissions, etc., appointment of Deputy Mayors. Confirmation of extension of appointments of City Solicitor and City Auditors.
4. Establishing time and dates for future Council meetings.
5. REGULAR BUSINESS:
  - (a) Reports
    - (i) Tenders - Construction of Storm Drains - North Hill.
    - (ii) City Treasurer - Amendments to By-law No. 2070.
  - (b) By-laws
    - By-law No. 2207 - Three readings.

HADDIN, DAVIS & BROWN CO. LIMITED

Consulting Engineers

1134 - 8th Avenue West  
Calgary, Alberta

October 14, 1965

City Commissioner  
City Hall  
Red Deer, Alberta

Attention: Mr. D. Cole

Gentlemen:

Tenders for the Construction of Storm Drains, North Hill

In accordance with your instructions, we prepared Plans, Specifications and Tender Documents for the construction of the North Hill storm drains. Tenders for this work were advertised on Saturday, September 25, 1965 in the Calgary Herald, The Red Deer Advocate and The Edmonton Journal.

Tender Documents were issued to the following:

1. Burns & Dutton Construction (1962) Ltd., 5720 Fourth Street S.E., Calgary.
2. Borger Construction Limited, 2004 - 14A Street S.E., Calgary.
3. N. S. Pawliuk & Son Contracting Ltd., 4825 - 118 Avenue, Edmonton.
4. I. W. Campbell Construction Ltd., 560 Cleveland Crescent, Calgary.
5. Backguard Construction Co. Ltd., 12 Lincoln Park Shopping Centre, Calgary.

A Bulletin providing for certain revisions to the works was mailed to each of the above on October 7. A further Bulletin was sent to each of the above by telegram on October 8, adjusting the amount of Contract Item 3, Page T-1 and Item 1, Page T-3.

Tenders were opened in City Hall at 5:01 p.m. on Tuesday, October 12, 1965. Those present at the tender opening were as follows:

Mr. F. A. Amy, City Clerk  
Alderman, Mr. W. R. Scott, Public Works Committee Chairman  
Mr. N. J. Deck, City Engineer  
Mr. B. C. Van Hees, Haddin, Davis & Brown Co. Limited  
Mr. R. H. Vickerman, Haddin, Davis & Brown Co. Limited

Also present were other members of City staff and City Council, as well as representatives of various construction companies.

The following tenders were received in the amounts shown:

	Alternative A (Pipe)	Alternative B (Pipe & Duct)
Borger Construction Ltd.	212,431.97	Not Tendered
Burns & Dutton Construction (1962) Ltd.	Not Tendered	226,339.30
I. W. Campbell Construction Ltd.	Not Tendered	179,571.00

Extension of quantities were checked and found to be correct as tendered.

Each tender submitted was accompanied by the required certified cheque for at least 10 percent of the tender amount. Borger Construction Ltd. submitted a Consent of Surety to provide a Performance Bond for only 10 percent of the tender sum, rather than 100 percent of the tender sum as required and as submitted by each of the other two bidders.

Only Borger Construction Ltd. enclosed a completed Bulletin for the revisions mailed out on October 7. All three bidders adjusted their tenders for the revisions sent out by telegram on October 8.

The completed Bulletin enclosed by Borger Construction Ltd. showed a total saving for the seven manholes under Alternative A of \$875 if the revised manhole design was used. This same Bulletin showed that there would be a net total saving of \$38.76 if vitrified tile pipe was used instead of concrete pipe for the 425 lin. ft. of 12 inch and 15 inch pipe.

By a telephone call today to Mr. Barnes of I. W. Campbell Construction Ltd. we learned that their bid price for the 425 ft. of 12 inch and 15 inch concrete pipe would not change if vitrified tile pipe, as per the Bulletin, was specified in place of concrete pipe.

The Campbell tender enclosed a welded wire fabric alternative to the specified duct design which had been previously submitted to, and approved by, our company prior to the opening of tenders.

The low tender submitted for Alternative B by I. W. Campbell Construction Ltd. is very close to our estimate and is in line with the current trend of construction prices for work of this nature in this area. This firm has recently been engaged in work of this type in Calgary and we believe that they can satisfactorily complete this project. We, therefore, recommend for your consideration acceptance of this tender. We further recommend that the vitrified tile pipe be used in place of the concrete pipe in the 12 and 15 inch sizes.

We wish to draw to your attention at this time that the construction of ducts instead of pipe will require a longer disruption of road traffic at any given point of construction. This inconvenience is more than offset by the difference in the bid price between duct and pipe.

We will hold these tenders until instructions are received on the preparation of Contract Documents.

Yours truly,  
R. H. Vickerman, P. Eng.

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Recommend Council approval of acceptance of tender of I. W. Campbell Construction Ltd. and award of contract to that firm at tendered price of \$179,571.00.

City Commissioner

\* \* \* \* \*

October 12, 1965

To: City Clerk

From: City Treasurer

Amendments to By-law 2070  
City of Red Deer Pension Plan

Explanatory notes why the by-law should be amended.

1. Since no employee of the Red Deer Fairgrounds Commission participates in the plan, and because the Commission will be dissolved as at December 31, 1965, it is proposed to delete the word "Red Deer Fairgrounds Commission" wherever it appears in the By-law.

2. Section 5. In 1961, the City appointed Trustees (Mayor, Commissioner, and Treasurer) and a Manager (Osler, Hammond & Nanton Ltd.) The pension monies were invested by Midland-Osler Securities Ltd. and Montreal Trust Company acted as custodian.

The trustees, in considering all aspects of this arrangement, concluded that a change of funding media should be made. We have two objections to the present funding procedure; firstly, the performance of the fund has been certainly less than that of other funds. As at the end of three years the market value of the fund was \$175,211.60; the net deposit to the fund amounted to \$165,130.20; the gain of \$10,081.40 is equivalent to earnings of only 4% annually. Secondly, from an administrative viewpoint, we were concerned with the apparent inability of Midland-Osler Securities to produce periodic statements which are satisfactory for actuarial purposes. In addition we find that, had the pension contributions been deposited with the Canada Trust Fixed Income Fund during the same period the gross yield would have been 5.59%; after deduction of the trust company's fee, the net yield would have been slightly over 5%, representing a difference in the value of the fund, at December 31, 1963, of approximately \$2,500.00.

Therefore, with all due respect to the fund management for performing a service to the City by making the portfolio eligible, the Trustees decided to transfer the City Pension Fund to a Corporate Trustee. After reviewing various submissions, Canada Trust Co. was chosen for handling the investment of the City's Pension Fund. Since it became then necessary to prepare a new trust agreement with a Corporate Trustee (both investment manager and custodian), the functions of the Trustees had to be reviewed also. In consultation with the City Solicitor we concluded that the former "Trustees" shall now be known as the "Pension Committee" and that the duties and functions of this body be defined, which is in fact what is outlined in Section 5.

3. In view of the numerous amendments to By-law 2070 it is felt that it is less confusing to repeal the by-law and ask Council to pass a new one, rather than make these various amendments to the existing by-law.



4. Section 8. Under the terms of the Plan, any surplus over actuarial requirements may be used to increase the amount of pension credited to the date of such valuation for participants who have either reached normal retirement date or have attained an age within ten years of normal retirement date. Such adjustments, under the terms of the Plan, were to be limited, in any case, to 10% of the amount of pension to date. As of January 1, 1964 the surplus amounted to \$47,469.88. The trustees had to decide in which way this surplus was to be distributed. After careful consideration of the matter, we recommended that all pensions, which have been credited to participants since the inception of the plan be increased by 33 1/3%. In addition to this, pensions for those who have attained normal retirement age, or are within ten years of normal retirement age, be further increased by 20%.

The amendments spell out the discretionary authority of the Pension Committee and certain pension ceilings.

Section 14. The amendment proposes a change in the vesting feature of the plan and is self-explanatory.

5. The former Exhibit "B" is deleted.

6. The trust agreement between the Pension Committee and the City Library Board has been revised to meet the requirements of the new procedure. (Formerly Exhibit "C", now Exhibit "B")

7. The passage of the new by-law is a prerequisite to the signing of the trust agreement between the Pension Committee and Canada Trust Co. Since the actual cash is being transferred now from Midland-Osler Securities Ltd. to Canada Trust, it is desirable to have the trust agreement completed as soon as possible so that the transactions are covered by a formal agreement.

8. I should mention that it will be necessary to amend Section 11 in the near future in view of the recent changes to the Old Age Security Act. Furthermore, the by-law will be subject to revision when possible changes to our present plan may be made as a result of the Canada Pension Plan. These amendments can be made, however, after passage of the new by-law and therefore would not hold up the readings of the by-law at this time.

9. I would be pleased to provide any additional explanation which may be required.

John J. Grohn,  
City Treasurer

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BY-LAW NO. 2207

WHEREAS the Council of the City of Red Deer deem it expedient to establish a Pension Plan for the employees hereinafter referred to,

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

1. A Pension Plan for the benefit of employees of the City of Red Deer, employees of the Library Board of the City of Red Deer, and their dependants, is hereby established effective January 1st, 1961 in accordance with the provisions of the Text of the said Pension Plan hereunto attached as Exhibit "A" and made a part hereof and as from time to time amended.
2. Adherence and contribution to the said Pension Plan shall be compulsory for all employees, other than those whose normal retirement date occurred before December 1st, 1961, and who participated in a Pension Plan referred to in a contract between the City and the Government Annuities Branch of the Government of Canada, and compulsory as a condition of the employment of all permanent employees hereafter employed by the City of Red Deer, and the Library Board of the City of Red Deer.
3. The said employees and the City shall contribute to the Pension Plan in a manner set out in the said Text and the contribution of the said employees shall be deducted from their salaries.
4. Upon the Library Board of the City of Red Deer executing an agreement joining in the said Pension Plan, each of the parties shall act for and assume responsibility only in respect of its own employees and the said agreement shall make provision for the conditions of withdrawal therefrom of any party.
5. The Mayor, the Commissioner and the City Treasurer, for the time being, are hereby appointed trustees, to be known as "the Pension Committee", to carry out the provisions of subsections (1) and (2) of Section 394 of the City Act, and to hold and administer the funds of the said Pension Plan in accordance with the following terms and conditions:
  - (a) The City of Red Deer and the Library Board of the City of Red Deer (hereinafter collectively referred to as "the Employer") may deliver or cause to be delivered from time to time to the Pension Committee, money or property acceptable to the Pension Committee for the purposes of the said Pension Plan, all of which, together with the earnings, profit and increments thereon, without distinction between principal and income, shall constitute the fund hereby created and established."
  - (b) The Pension Committee, for the time being, shall accept the trust hereby created and established and undertake to arrange the safekeeping, investment, administration and distribution of the said Fund in accordance with the provisions of the Bylaw, by executing and delivering the form hereunto annexed and marked Exhibit "B" forming part hereof.
  - (c) The duties and responsibilities of the Pension Committee shall be limited to carrying out the terms of the Bylaw and acting as agent of the Employer in the payment of benefits as well as necessary expenses provided for under the Plan, but the Pension Committee shall be under no duty to seek contributions from the Employer.
  - (d) All directions, orders, requests, instructions and communications of every kind from the Employer to the Pension Committee shall be in the form of resolutions of the Council transmitted to the Pension Committee in writing. The Pension Committee shall be and is hereby indemnified and saved

harmless from all liability for acting in accordance with this Bylaw and with such directions, orders, requests and instructions so provided or purported to be provided by the Employer, and the Pension Committee shall not be liable for any loss to or diminution of the said Fund or otherwise howsoever in respect thereof unless the same be caused by their willful and wanton misconduct.

6. Bylaw 2070 is hereby repealed.

READ A FIRST TIME IN OPEN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_ 1965 A.D.

READ A SECOND TIME IN OPEN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_  
1965 A.D.

READ A THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL this \_\_\_\_\_ day of  
\_\_\_\_\_ 1965 A.D.

\_\_\_\_\_  
MAYOR

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

EXHIBIT "A" TO BY-LAW NO. 2207TEXT OF PENSION PLANFOR EMPLOYEES OFTHE CITY OF RED DEER1. DEFINITIONS:

For the purpose of this Pension Plan the following words and phrases have the following meanings regardless of any definitions at variance therewith in any other document.

"Actuary" means the actuary or firm of actuaries appointed by the Employer for the purpose of this Plan.

"Employer" means the City of Red Deer, and the Library Board of Red Deer.

"Continuous Service" means continuous employment with the Employer on a permanent basis, without interruption except for regular vacation periods, or authorized sick leave granted by the Employer and except for absence (with or without pay) on leave of absence duly authorized by the Employer.

"Effective Date" means the effective date of this Plan, which is January 1, 1961.

"Employee" means an employee or officer of the Employer who is employed on a permanent basis.

"Plan" means the Pension Plan contained herein for the benefit of the employees of the Employer.

"Participant" means an employee who has become a member of this Plan.

"Previously Established Pension Plan" means the pension plan established by the City of Red Deer with the Canadian Government annuities Branch which was in effect immediately prior to the effective date of this Plan.

"Retirement" includes Normal Retirement and Early Retirement and means the severance of a Participant from active service with the Employer as contemplated by Sections 9 and 10 hereof and as provided for under Section 11 and 16 hereof.

"Termination" means the severance of a Participant's employment with the Employer, where such severance is not due to death or retirement.

"Trust Agreement" means the Trust Agreement executed between the Employer and Pension Committee for the purposes of and which forms part of this Plan. (Exhibit "B" to By-law No. 2207.)

"Trust Fund" means the Pooled Investment Account established under the terms of the Pension Trust Agreement for the accumulation of contributions as herein described and for the payment of certain benefits to Participants and their designated beneficiaries or estates as herein provided.



"Pension Committee" means the Trustee appointed by By-law No. 2207 upon the terms of the Trust Agreement and appearing as signatory thereto and its successors duly appointed for the purposes of holding, investing and administering the Trust Fund.

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms, associations, and corporations and vice versa where the context so requires.

## 2. ADMINISTRATION OF THE PLAN

The Plan shall be administered by the Employer, and for such purpose, the Employer may employ or appoint actuaries, accountants, counsel (who may be counsel for the Employer) and obtain such other services as it may require from time to time in the administration of this Plan; the fees for such services shall be paid out of the Trust Fund except to the extent that the Employer may agree to pay them.

The Employer shall be entitled to rely upon all tables, valuations, certificates and reports furnished by any actuary or accountant, and upon opinions given by any counsel (who may be counsel for the Employer), in each case duly selected by the Employer, and no officer or representative of the Employer, including actuaries, accountants, counsel and others employed or appointed by the Employer for the purposes of this Plan, nor the Employer, shall be liable because of any act, or failure to act, on his or its part, or on the part of the Employer or any employee or officer of the Employer, or former employee, his personal representative, or other person whatsoever, except only as such individual may be liable for his own gross negligence, wilful misconduct or bad faith.

## 3. ELIGIBILITY

Every employee who was a Participant of the Previously Established Pension Plan on 31 December 1960, and whose Normal Retirement Date occurs after 31 December, 1961, shall become a Participant of this Pension Plan on 1 January 1961.

Every employee who was a Participant of the Previously Established Pension Plan on December 31, 1960 and whose Normal Retirement Date occurs on or before 31 December, 1961 shall continue to be a Participant of the Previously Established Pension Plan, and shall not join this Plan.

Every permanent employee in the employ of the Employer on the 1st day of January, 1961 who is not a Participant of the Previously Established Pension Fund may join this Plan.

Every other employee shall be required to join this Plan as a condition of his employment on the 1st day of January or July coincident with or immediately following the date at which the employee shall have been appointed to the status, or designated as a fulltime permanent employee of the Employer. Provided, however, that with the exception of employees who were Participants of the Previously Established Pension Plan, no employee will be permitted to join this Plan after his attainment of age 60.

A person whose employment with the Employer is terminated and who is later re-employed, shall be deemed to be a new employee as of the date of resuming employment.

#### 4. AUTHORIZED ABSENCES

Leaves of absence for service in Her Majesty's Forces and other leaves of absence granted by the Employer for any purpose shall be considered as continuous service for all purposes of this Plan.

If a Participant is granted leave of absence with pay, his contributions to the Plan and the Employer's contributions in respect of him shall both continue and he shall both continue to earn pension credits. In addition, he may also make voluntary contributions as though actively employed. If a Participant is on leave of absence without pay, both the contributions of the Participant and of the Employer in respect of him shall cease and he shall not accrue pension credits during such period of leave of absence without pay, provided that any such employee may make additional voluntary contributions as provided for in Section 6 (b) hereof.

#### 5. EARNINGS

Earnings of a Participant shall mean his gross earnings received from the Employer as determined by the Employer, up to a maximum of \$30,000 per annum.

#### 6. PARTICIPANT'S CONTRIBUTIONS

##### (a) Required Contributions

Commencing January 1, 1961, each Participant shall contribute to the Plan, by way of regular payroll deductions, 5% of his earnings as defined in Section 5 hereof, while he is a Participant of the Plan.

##### (b) Additional Voluntary Contributions

For the purpose of increasing the amount of pension to which he will be entitled upon retirement, a Participant shall have the option of contributing additional amounts over and above the required contributions. A Participant's decision to make such additional voluntary contributions shall be revocable by such Participant at any time, but contributions already made may not be withdrawn while the Participant remains in the service of the Employer.

Notwithstanding the above, a Participant's total contributions each year may not exceed the amount permitted as a deduction from income under the terms of the Income Tax Act Canada (presently \$1,500.).

#### 7. CONTRIBUTIONS BY THE EMPLOYER

The Employer shall contribute each year such amounts as determined by the Actuary which, when added to the Participant's required contributions, will furnish the Future Service benefits provided by this Plan subject, however, to a minimum contribution by the Employer of 5% of the earnings, as defined in Section 5 hereof, of all employees who are Participants of the Plan.

#### 8. NORMAL PENSION

For service with the Employer after joining this Plan, each Participant will receive an annual pension, payable monthly and commencing at his Normal Retirement Date,  $1\frac{1}{2}\%$  of his average annual earnings, as defined in Section 5 hereof, for each year and fraction of a year of contributory participation in this Plan.

Also, on each successive third anniversary of this Plan, the Actuary shall conduct an actuarial investigation into the adequacy of the Trust Fund to provide the benefits accrued under the Plan, should the Fund, in the opinion of the Actuary, be more than sufficient to provide the benefits accrued to the investigation date, such excess amount shall be apportioned in an equitable manner as determined by the Pension Committee, as defined in By-law No. 2207, on the advice of the Actuary.

Provided, however, that in no event shall the total annual pension for any participant, calculated in accordance with the two preceding paragraphs to be received during the first year of retirement, exceed 70% of such participant's average annual earnings during the five consecutive years in which he contributed to the Pension Plan were the highest.

In addition to the above, if a Participant has made additional voluntary contributions in accordance with Section 6 (b) hereof, he shall receive an additional pension which will be determined at his retirement date by the Employer on the advice of the Actuary, and shall be determined by reference to the amount of such voluntary contributions accumulated to the date of his retirement.

Such pensions as are payable in accordance with the provisions of this Plan are in addition to, and do not in any way replace, the pensions earned prior to the Effective Date of this Plan by employees of the Employer under the Previously Established Pension Plan.

#### 9. NORMAL RETIREMENT

A Participant's normal retirement date shall be the first day of the month coincident with or immediately following the date on which such Participant attains age 60, if a fireman, and age 65 if other than a fireman.

#### 10. ALTERNATIVE RETIREMENT

##### (a) Early Retirement (including disability retirement)

At any time during the ten (10) year period immediately prior to his Normal Retirement Date, a Participant may be granted an Early Retirement Pension with the consent of the Employer. In such event, the Participant shall receive, commencing at his Early Retirement Date, an adjusted pension which will be the actuarial equivalent of the normal pension accrued to the date of such Early Retirement.

##### (b) Postponed Retirement

If a Participant is permitted by the Employer to remain in active employment beyond his Normal Retirement Date, all contributions in respect of such Participant shall cease on his Normal Retirement Date, provided that he may continue to make additional voluntary contributions as herein provided. The pension of a Participant who postpones his retirement shall commence on his Postponed Retirement Date and shall be calculated in the same manner as provided for in Section 8 hereof as if such Participant had retired on his Normal Retirement Date.

#### 11. TYPES OF PENSIONS

The normal form of pension provided under the terms of this Plan is one that specified payments of pension for the entire lifetime of the retired Participant and guarantees that should the Participant die after his pension has commenced but before he has received sixty (60) monthly payments thereof, the payments shall be continued to his designated beneficiary or estate until sixty (60) monthly payments in all shall have been made. If the Participant's death occurs after sixty (60) monthly payments of pension have been made, all payments shall cease with the payment immediately preceding the Participant's death.



For those Participants who may prefer other types of pension, the following optional forms of pension are available, provided that each such Participant must signify by written notice to the Employer at least one month to his retirement date, the optional type of pension that he wishes to receive. The amount of any optional form of pension shall be the equivalent, as calculated by the Actuary, of the amount of normal pension accrued to the date of retirement.

(a) Lifetime - Guaranteed Ten (10) Years

This type of pension specified payments of pension for the remaining lifetime of the retired Participant and guarantees that, should the Participant die after his pension has commenced but before he has received one hundred and twenty (120) monthly payments thereof, the payments shall be continued to his designated beneficiary or estate until one hundred and twenty (120) monthly payments in all shall have been made. If the Participant's death occurs after one hundred and twenty (120) monthly payments of pension have been made, all payments shall cease with the payment immediately preceding the Participant's death.

(b) Lifetime - Guaranteed Fifteen (15) Years

This type of pension specified payments of pension for the remaining lifetime of the retired Participant and guarantees that, should the Participant die after his pension has commenced but before he has received one hundred and eighty (180) monthly payments thereof, the payments shall be continued to his designated beneficiary or estate until one hundred and eighty (180) monthly payments in all shall have been made. If the Participant's death occurs after one hundred and eighty (180) monthly payments of pension have been made, all payments shall cease with the payment immediately preceding the Participant's death.

(c) Lifetime - Ceasing at Death

While the amount of Pension under this option is greater than the payment under any other type of pension, the payments thereof cease with the payment immediately preceding the Participant's death, regardless of the number of payments he has received.

(d) Joint and Survivorship Option

A Participant who desires to have his pension continue forth lifetime and another person may elect a Joint and Survivorship pension which shall continue to be paid as long as either the retired Participant or the Joint Annuitant shall live.

In the event of the death of the Joint Annuitant before the Participant retires, the pension will become payable at the retirement date of the Participant as if this option had not been elected.

(e) Pension Integrated with Old Age Security Pension

Any Participant who retires before reaching age 70 may elect a pension which shall be in a greater amount up to age 70 years, decreasing to a lesser amount thereafter and shall provide, so far as possible, a level income from retirement date, through integration of the pension payable under the Old Age Security Act 1951 (as amended to date of retirement).



In all cases the pension is payable for the entire lifetime of the retired Participant. The guaranteed period applies only to the period immediately following retirement and safeguards payments of pension in the event of the retired Participant within that period. The Employer may from time to time adopt or establish other types of pension options consistent with the legislation affecting the Plan.

#### 12. BENEFITS ON DEATH PRIOR TO RETIREMENT

In the event of the death of a Participant prior to his actual retirement date, his designated beneficiary or estate shall be entitled to receive an amount equal to the deceased Participant's total contributions, accumulated with compound interest at the rate of 4% per annum from the end of the year in which such contributions were received, to his date of death.

#### 13. DESIGNATED BENEFICIARY

A Participant during his lifetime may, by written notice communicated to the Employer, designate a person or persons to receive such benefits as may be payable upon or after his death under the provisions of this Plan and may also, by written notice communicated to the Employer during such Participant's lifetime, alter or revoke such designation from time to time, subject always to the provisions of any annuity, or other contract or law governing designation of beneficiaries from time to time in force which may apply.

If on the death of a Participant there is no designated beneficiary or if the person designed by the Participant as his beneficiary is not then living, such sums as may be payable upon or after his death shall be payable to the deceased Participant's estate.

If any instance where the beneficiary of a Participant is the spouse or dependent of such Participant, the Participant may elect, or in default of such election, after his death, the beneficiary may elect that the settlement of the death benefits provided under the provisions of Section 12 hereof be made in any one of the following ways:

- (a) in the form of a life annuity; with or without a guaranteed period, provided that such guaranteed period shall not exceed twenty years;
- (b) in installments payable over a period not in excess of twenty years;
- (c) in a lump sum.

#### 14. BENEFITS ON TERMINATION OF EMPLOYMENT

In the event of a Participant's employment with the Employer being terminated before his retirement, other than through death, he shall be entitled to a refund of his total contributions, accumulated with compound interest at the rate of 4% per annum from the end of the year in which such contributions were received to his date of termination.

Such Participant may elect to have his own contributions refunded to him in a lump-sum payment, transferred to another Registered Pension Plan, or Registered Retirement Savings Plan, or used to purchase for him a single premium deferred annuity from either the Canadian Government Annuities Branch and/or licensed life insurance company.

Alternatively, the Participant may elect to leave his contributions in the Plan, in which event he shall be entitled to a paid up deferred pension, to commence on his normal retirement date, in such amount as had been credited to him up to the date of his termination. Such deferred pension shall not, however receive adjustments from time to time, as described in Section 8.

#### 15. METHOD OF PAYMENT OF BENEFITS PRIOR TO RETIREMENT

Death and termination benefits under the provisions of the Plan shall be provided directly from the Trust Fund.

#### 16. METHOD OF PAYMENT OF PENSIONS

For the purposes of this Plan, retirement will always occur on the first day of the month.

The Participant's first pension cheque will be payable on his retirement date and subsequent cheque will be issued monthly thereafter up to and including the cheque payable immediately prior to his death. Pension and other payments due after a retired Participant's death shall be paid in the appropriate amounts by cheque payable to the order of the persons entitled thereto.

Pension benefits shall normally be provided by an annuity, or annuities, purchased from the Dominion Government Annuities Branch and/or a licensed life insurance company. However, the Employer may, on the advice of the Actuary, direct that some or all of the pension benefits, will be provided directly out of the Trust Fund.

#### 17. ASSIGNMENT OF BENEFITS

Assignment of any benefits under this Plan other than by election of a Joint and Survivorship option under the Plan or the appointment of a beneficiary to receive any benefits under this Plan, shall not be permitted, and any such assignment or attempt thereat shall be void and of no effect.

#### 18. PROOF OF AGE

It is necessary for the purpose of accurate calculations of all pension benefits provided under this Plan, for proof of age to be established by each Participant. No payment of pension shall be made to any Participant until such proof of age is furnished. Should the Participant elect a Joint and Survivorship type of pension, proof of age of the contingent annuitant must also be furnished.

Therefore, proof satisfactory to the Employer, of the date of birth of each Participant will be required as soon as possible after enrollment in the Plan.

#### 19. EFFECT ON PREVIOUSLY ESTABLISHED PENSION PLAN

With the exception of the employees referred to in the second paragraph of Section 3 hereof, the Previously Established Pension Plan is discontinued and replaced by this Plan as of the Effective Date of this Plan. Contributions shall be made to the Previously Established Pension Plan subsequent to the First day of January 1961 only in respect of the Participants referred to in the second paragraph of Section 3 hereof. This plan shall not effect any benefits earned by employees under the Previously Established Pension Plan.

## 20. CHANGE OR DISCONTINUANCE OF THE PLAN

The Employer has made every effort to develop this Plan as a safeguard to its employees, and as an undertaking which will meet future conditions insofar as they can be anticipated at the present time. The Employer expects to continue the Plan indefinitely, but reserves the right to modify or discontinue the Plan, should future conditions, in the judgement of the Employer, warrant such action.

However, all contributions made by the Employer are irrevocable, and together with all contributions made by the Participants, may only be used exclusively for the benefit of Participants, retired Participants, their beneficiaries and estates and co-annuitants. No change or modification will affect any right which a Participant may have had with respect to the terms of payment of, or the amount of, pension provided by contributions made by the Participant and the Employer on his behalf, prior to the effective date of such change or modification.

In the event of the discontinuance of this Plan, contributions made by the Employer cannot be withdrawn, but must remain in the Trust Fund. In such event, the assets of the Plan shall be allocated amongst the Participants, retired Participants, their beneficiaries and estates and co-annuitants by reference to the contributions to this Plan of such Participants and in such a manner determined by the Employer in consultation with the Actuary.

EXHIBIT "B"

to

BY-LAW 220'

TRUST AGREEMENT

between

THE CORPORATION OF THE CITY OF RED DEER

AND THE LIBRARY BOARD OF THE CITY OF RED DEER

and

R. E. BARRETT - MAYOR FOR THE TIME BEING

DENIS COLE - COMMISSIONER FOR THE TIME BEING

JOHN J. GROHN - CITY TREASURER FOR THE TIME BEING

made as of the

\_\_\_\_\_ day of \_\_\_\_\_, 1965.



THIS AGREEMENT made this \_\_\_\_\_ Day of \_\_\_\_\_ A.D. 1965

B E T W E E N:

THE CORPORATION OF THE CITY OF RED DEER,  
AND THE LIBRARY BOARD OF THE CITY OF RED DEER,  
(hereinafter sometimes referred to as  
"The Employer"),

- and -

R. E. BARRETT - Mayor for the time being  
DENIS COLE - Commissioner for the time being  
JOHN J. GROHN - City Treasurer for time being,  
of the City of Red Deer  
(hereinafter referred to as "Pension Committee")

EXHIBIT "B" to BY-LAW NO. 2207

WHEREAS the City of Red Deer has By-law No. 2207 established a Pension Plan (herein called "The Plan") for employees of the Employer, and this Agreement referred to as "Exhibit B" is attached to and forms part of the said By-law.

AND WHEREAS under the said By-law contributions will be made in respect of the Plan, to be held and administered for the benefit of the participants in the Plan, their beneficiaries or their estates, as may from time to time be designated in accordance with the Test of the Plan, which text is referred to as "Exhibit A" attached to and forming part of the said By-law.

AND WHEREAS the Employer desires that the Pension Committee hold, invest and administer the funds of the Plan and arrange for the safekeeping and investment of the Funds of the Plan in accordance with the said By-law.

NOW THEREFORE in consideration of the premises, and of the covenants herein contained, the Employer and the Pension Committee covenant and agree together as follows:

Establishment of Trust

1. The Employer may deliver or cause to be delivered from time to time to the Pension Committee, money or property acceptable to the Trustee for the purposes of the Plan, all of which, together with the earnings, profit and increments thereon, without distinction between principal and income, shall constitute the fund hereby created and established.
2. The Pension Committee accepts the trust and undertakes to arrange the safekeeping, investment, administration and distribution of the Fund in accordance with the provisions of the said By-law.
3. The duties and responsibilities of the Pension Committee shall be limited to carrying out the terms of the said By-law, acting as agents of the Employer in the payment of benefits as well as necessary expenses provided for under the Plan. The Pension Committee shall be under no duty to seek contributions from the Employer.

4. All directions, orders, requests, instructions and communications of every kind from the Employer to the Pension Committee shall be in the form of resolutions of the Council transmitted to the Pension Committee in writing. The Pension Committee shall be and is hereby indemnified and saved harmless from all liability for acting in accordance with the said By-law and with such directions, orders, requests and instructions so provided or purported to be provided by the Employer.

5. The trust hereby created shall be administered, construed and enforced according to the laws of the Province of Alberta.

6. The undersigned, being the Mayor, Commissioner or City Treasurer, as the case may be, for the time being, of the City of Red Deer, hereby accepts the trust created and established by By-law 2207 of the City of Red Deer, and undertakes to carry out the said trust in accordance with the said By-law.

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MAYOR

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COMMISSIONER

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CITY TREASURER

CITY COUNCIL 1965/66

COUNCIL COMMITTEES

<u>FINANCE:</u>	<u>NORMAL MEETING DATE:</u>	<u>SECRETARY</u>
Ald. Power (Ch) Ald. Ferguson Ald. McGregor	2 P.M. - 3rd Wed. every month	R. Stollings
<u>PUBLIC WORKS:</u>		
Ald. Bowerman (Ch) Ald. Spelman Ald. McCullough	4 P.M. - 2nd Wed. every month	F. A. Amy
<u>SPECIAL PROJECTS:</u>		
Ald. Ferguson (Ch) Ald. McGregor Ald. Parkinson	When called.	F. A. Amy
<u>SOCIAL SERVICE:</u>		
Ald. Taylor (Ch) Ald. Parkinson Ald. Spelman	4 P.M. 2nd Thurs. every other month commencing November	R. Stollings
<u>BUS:</u>		
Ald. Ferguson (Ch) Ald. McGregor	When called	F. A. Amy
<u>POLICE:</u>		
Mayor (Ch) Ald. Spelman Ald. Power Ald. Bowerman	4 P.M. - 4th Wed. every month	R. Stollings
<u>BY-LAWS:</u>		
Ald. Power (Ch) Ald. Parkinson Ald. McCullough	Monday between Council meeting when called	F. A. Amy
<u>LAND:</u>		
Ald. Bowerman (Ch) Ald. Ferguson Ald. McGregor	When Called	F. A. Amy
<u>CITIZENS RECOGNITION:</u>		
Ald. McCullough	When Called	
<u>EMERGENCY MEASURES ORGANIZATION:</u>		
Ald. Ferguson	When called	

NOTE: The Mayor is ex-officio member of all Committees and  
Chairman of Police Committee

# CITY COUNCIL 1965/66

## BOARDS, COMMISSIONS AND COMMITTEES

### IND. DEV. BOARD

1st Tuesday each  
month - 12:00 Noon  
Capri Hotel

* Mayor	)		
* Ald. Power	)	Council members	
* Ald. McCullough	)	one year	
Mr. J. Ferris (exp. Oct. 66)	)	nominated	
* R. Cunning (exp. Oct. 67)	)	by Chamber	Appointed by
			Council for
Mr. E. Johnstone (exp. Oct. 66)	)	nominated	2 year terms
* Mr. J. Martin (exp. Oct. 67)	)	by Council	
Commissioner	)		Continuing
City Engineer	)	non-voting	members
Planning Director	)	members	by
Sec/Manager of C.of C.	)		By-Law

### RECREATION BOARD

1st Wednesday each  
month - 8:00 P.M.  
(Recreation Centre)

* Ald. Bowerman	)	
* Ald. Parkinson	)	
Mrs. Stewart (exp. Apr. 66.)	)	
Mr. Truant (exp. " " )	)	
Mr. R. MacBey (exp. " " )	)	Nominated by Board.
Mr. H. Hay (exp. " " )	)	Appointed by Council
Mrs. Frizzell (exp. Apr. 67 )	)	for 2 year terms.
Mr. A. Baker (exp. " " )	)	
Mr. A. Myhre (exp. " " )	)	

### EXHIBITION BOARD

Mayor  
Ald. Power

Note: City is entitled to appoint  
2 members to 9 - man Board  
of Directors. Other members  
elected by shareholders.

### REG. PLANNING COMM.

3rd Monday each  
month - 1:30 P.M.

\* Mayor  
\* Ald. Spelman  
\* Mr. F. B. Moore  
(Alternate - Ald. Parkinson)

Note: City is entitled to 3  
members. Total membership  
22 representing  
17 municipalities and  
including 2 Provincial  
appointees.

### MUNICIPAL PLANNING

Every Tuesday -  
2:15 P.M.

Mayor	)		
Deputy Mayor	)	Continuing	Secretary
Commissioner	)	By-law	F. A. Amy
City Engineer	)	appointment.	
City Solicitor	)		
Planning Director	)		

### LIBRARY BOARD

2nd Wednesday  
each month -  
4:30 P.M.

* Mr. A. Allen		for 3 years expiring Dec. 31, 68
* Dr. W. B. Parsons		for 3 years " " " "
Mr. R. Scammell		expires Dec. 31, 67
Ald. Taylor		" Dec. 31, 67
Mr. H. Dawe		" Dec. 31, 66
Mrs. N. Eaglesham		" Dec. 31, 66
Mayor (ex officio)		



CENTENNIAL COMMITTEE

4th Tuesday each  
month - 7:30 P.M.

\* Ald. Taylor  
\* Ald. McCullough  
Mr. E. Johnstone  
Mr. W. Bolze  
Mr. A. Allen  
Rev. G. Dobie  
Mr. S. Bleviss  
Mr. H. Schaetzle  
Mr. C. R. Braithwaite

Secretary

R. Stollings

ARCHIVES

3rd Thursday each  
month - 7:30 P.M.  
Conference Room

* Ald. Taylor	1 year expiring Oct. 66
* Mr. F. Horne	2 years " Oct. 67
* Mr. P. Gordon	" " " " "
* Mrs. A. Gaetz	" " " " "
Mr. J. Welsh	" " " " 66
Mr. I. Turner	" " " " "
Mr. E. Meeres	" " " " "

RED DEER HEALTH UNIT

\* Ald. Parkinson

NOTE: City entitled to one  
member out of 5.  
Other members are  
elected representa-  
tives from the region.

PENSION COMMITTEE

Mayor )  
Commissioner )  
City Treasurer)

Continuing By-law appointment

FAIRGROUNDS

Ald. Spelman  
Ald. Ferguson  
Ald. Bowerman

This Committee will be dissolved  
on Dec. 31, 1965 when the Exhibition  
Board will take over functions.

AUX. HOSPITAL BOARD

Mr. G. Sinclair  
Mr. P. Tredgett

TWILIGHT LODGE FOUNDATION

Mayor  
Ald. Taylor  
Ald. Spelman

DEV. APPEAL BOARD

3rd Thursday each  
month - 7:00 P.M.

Ald. Power  
Ald. McGregor  
H. L. Kalbfleisch  
Rev. G. Dobie  
Wm. Wilson

Secretary

R. Stollings

PARKS BOARD:

4 P.M. - 2nd Thurs.  
every other month  
commencing December.

Ald. Taylor (Ch)  
Ald. Bowerman  
City Engineer  
Recreation Director  
Chairman - Kin Canyon Committee of Kinsmen Club  
President - Red Deer Horticultural Society  
Mr. K. Bissell

Secretary - ~~P. A. Amy~~  
R. Stollings

PROPOSED

DEPUTY MAYORS

Bowerman	Nov. Dec., 1965
Taylor	Jan. Feb., 1966
Power	Mar. Apr., 1966
Ferguson	May June, 1966
Spelman	July, 1966
McGregor	August, 1966
McCullough	September, 1966
Parkinson	October, 1966

CITY COUNCIL 1965/66

COMMITTEES, BOARDS AND COMMISSIONS DISTRIBUTION OF ALDERMANIC DUTIES

<u>Alderman Power</u>	Finance (Ch) Police By-laws (Ch) (6) Industrial Board Exhibition Board Development Appeal Board
<u>Alderman Taylor</u>	Social Services (Ch) Parks (Ch) Library Board (6) Centennial Archives Twilight Lodge
<u>Alderman Ferguson</u>	Finance Special Projects (Ch) Land (5) + Bus (Ch) E.M.O. (Fairgrounds)
<u>Alderman Spelman</u>	Public Works Police Social Services (5) + Planning Commission (Fairgrounds) Twilight Lodge
<u>Alderman Bowerman</u>	Public Works (Ch) Police Land (Ch) (5) + Parks Recreation Board (Fairgrounds)
<u>Alderman McGregor</u>	Finance Land Special Projects (5) Bus Appeal Board
<u>Alderman McCullough</u>	Public Works By-laws Industrial Development (5) Centennial Citizens Recognition
<u>Alderman Parkinson</u>	Social Services Special Projects Health Unit (5) + Recreation Board By-laws (Planning Commission - Alt)