

FILE

DATE: May 9, 1995
TO: All Departments
FROM: City Clerk
RE: PLEASE POST FOR THE INFORMATION OF EMPLOYEES

S U M M A R Y O F D E C I S I O N S

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FOR THE REGULAR MEETING OF RED DEER CITY COUNCIL

HELD IN THE COUNCIL CHAMBERS, CITY HALL

MONDAY, MAY 8, 1995

COMMENCING AT 4:30 P.M.

★ ★

- (1) Confirmation of the Minutes of the Regular Meeting of ^{April 24} ~~May 8~~, 1995

DECISION - CONFIRMED AS TRANSCRIBED

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(2) **UNFINISHED BUSINESS**

- 1) City Clerk - Re: Bylaw 3115/94 - Agreement/Northwestern
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- 2) City Clerk - Re: Land Use Bylaw Amendment 2672/N-95/R.
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- 1) City Clerk - Re: Road Closure Bylaw 3131/95/Sale of Land to Seibel Construction/Adjacent to Lot 1A, Plan 802-2781 . . 5
- 2) City Clerk - Re: Land Use Bylaw Amendment 2672/K-95/Setbacks on Downtown Streets/Road Right-of-Way Widening Report . . 6

(4) **REPORTS**

- 1) Parkland Community Planning Services - Re: Land Use Bylaw Amendment 2672/O-95/Part of the S.E. 1/4 10-38-27-4/Anders East - Phases 3B and 5/Anders East Developments Ltd. . . 21

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- 2) Director of Corporate Services - Re: Revised 1995/96 Budget Resolution . . 22

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- 3) Director of Corporate Services - Re: 1995 Mill Rate Bylaw 3135/95 . . 24

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- 2) David Thompson Health Region - Re: Central Alberta Council
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- 4) Ralph Salomons Realty Inc. - Re: Rezoning Request/Formal
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- 6) C.E. Forgues - Re: 2nd Floor, 6017 - 54 Avenue/Occupancy
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- 7) Ellen J. Geddes/Highland Green Estates Residents - Re: Land Use Concerns and Rezoning Request ... 70

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(6) **PETITIONS AND DELEGATIONS**

(7) **NOTICES OF MOTION**

(8) **WRITTEN ENQUIRIES**

(9) **BYLAWS**

- 1) 2672/K-95 - Land Use Bylaw Amendment provides for amendments to the Land Use Bylaw with respect to setbacks on some of the streets in the downtown area, as outlined in the Road Right-of-Way Widening Report dated September 20, 1994 - 2nd & 3rd readings ... 6

DECISION - BYLAW GIVEN 2ND & 3RD READINGS

- 2) 2672/N-95 - Land Use Bylaw Amendment/5311 - 44 Avenue/R. Gustum/Triplex/Basement Suites - 1st reading ... 3
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- 3) 2672/O-95 - Land Use Bylaw Amendment/Part of the S.E. 1/4 10-38-27-4/Anders East - Phases 3B and 5/Anders East Developments Ltd. - 1st reading ... 21
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- 4) 3115/95 - Agreement/Northwestern Utilities Limited/Natural Gas Franchise - 2nd & 3rd readings .. 1

DECISION - BYLAW GIVEN 2ND & 3RD READINGS

- 5) 3131/95 - Road Closure Bylaw/provides for lane and street closures, due to the sale of land adjacent to Lot 1A, Plan 802-2781 to Seibel Construction Ltd. - 2nd & 3rd readings .. 5

DECISION - BYLAW GIVEN 2ND & 3RD READINGS

- 6) 3135/95 - Mill Rate Bylaw - 3 readings .. 24
.. 86

DECISION - BYLAW GIVEN 1ST & 2ND READINGS

AGENDA

FOR THE REGULAR MEETING OF RED DEER CITY COUNCIL
TO BE HELD IN THE COUNCIL CHAMBERS, CITY HALL,
MONDAY, MAY 8, 1995,
COMMENCING AT **4:30 P.M.**

- (1) Confirmation of the Minutes of the Regular Meeting of April 24, 1995

PAGE

(2) **UNFINISHED BUSINESS**

- | | | |
|----|---|------|
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| 2) | City Clerk - Re: Land Use Bylaw Amendment 2672/N-95/R. Gustum/Triplex/Basement Suites | .. 3 |

(3) **PUBLIC HEARINGS**

- | | | |
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- 3) Director of Corporate Services - Re: 1995 Mill Rate Bylaw 3135/95 . . 24

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- 2) David Thompson Health Region - Re: Central Alberta Council on Aging/Long Term Care Patients in Red Deer . . 34
- 3) Federation of Canadian Municipalities - Re: Municipal Electric Commission/Federal Sales Tax Refund Claim . . 38
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(6) **PETITIONS AND DELEGATIONS**

(7) **NOTICES OF MOTION**

(8) **WRITTEN ENQUIRIES**

(9) **BYLAWS**

1)	2672/K-95 - Land Use Bylaw Amendment provides for amendments to the Land Use Bylaw with respect to setbacks on some of the streets in the downtown area, as outlined in the Road Right-of-Way Widening Report dated September 20, 1994 - 2nd & 3rd readings	.. 6
2)	2672/N-95 - Land Use Bylaw Amendment/5311 - 44 Avenue/R. Gustum/Triplex/Basement Suites - 1st reading	.. 3 .. 83
3)	2672/O-95 - Land Use Bylaw Amendment/Part of the S.E. 1/4 10-38-27-4/Anders East - Phases 3B and 5/Anders East Developments Ltd. - 1st reading	.. 21 .. 84
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6)	3135/95 - Mill Rate Bylaw - 3 readings	.. 24 .. 86

Committee of the Whole:

- 1) Administrative Matter
- 2) Legal Opinion
- 3) Administrative Matter
- 4) Personal Matter

U N F I N I S H E D B U S I N E S SNO. 1

DATE: April 28, 1995

TO: City Council

FROM: City Clerk

RE: CITY OF RED DEER BYLAW 3115/94/PROPOSED AMENDMENT -
NATURAL GAS FRANCHISE

At the Council Meeting of August 29, 1994, first reading was given to Bylaw 3115/94, which proposes to amend the Natural Gas Franchise.

In amending the Natural Gas Franchise, it is required that an application be made to the Public Utilities Board for approval. This application was made and a hearing was held following which the Public Utilities Board approved our application. It would now be appropriate for Council to give second and third readings to the Bylaw, as well as authorize the Mayor and City Clerk to execute the relevant amending agreement.

RECOMMENDATION:

1. That second and third readings be given to Bylaw 3115/94.
2. That a resolution be passed authorizing the Mayor and City Clerk to sign the amending agreement between The City of Red Deer and Northwestern Utilities which amends paragraph 16 of Franchise Agreement dated September 6, 1989 and amended by agreement dated September 1, 1992.



Kelly Kloss
City Clerk

KK/ds

COMMENTS:

We concur with the recommendation of the City Clerk and recommend Council proceed with second and third readings of the Bylaw and authorize the execution of the agreement.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

To The Municipal Franchise Fee

Effective May 8, 1995, the rate of Municipal Franchise Fee paid to the City of Red Deer will be changed at the request of the city. With the change, the Franchise Fee will be applied **only** to the "non-gas" portion of customers' bills. Because the amended fee will apply to a smaller portion of each customer's bill, the fee will increase to 17 per cent from 8.4 per cent. The effect on customers' bills will vary depending on each customer's gas consumption. This change will increase the 1995 gas bill of an average Red Deer residential customer using 150 gigajoules of natural gas annually by about \$13.00 compared to 1994.

The net effect of all rate changes in 1995 is expected to result in a Red Deer customer using 150 GJ of natural gas annually paying about \$606 for natural gas service this year, **an \$87 saving** compared to the \$693 they paid in 1994.

(Over)

The City of Red Deer levies the Franchise Fee on Northwestern Utilities for the cost to the city of providing rights of way for Northwestern's distribution system, the exclusive rights granted to Northwestern to provide natural gas service to the city under the franchise agreement, and in lieu of property taxes. The city charges the fee as a percentage of Northwestern's revenues.

The change is not designed to increase city revenues. It will provide the city with a more stable and predictable source of revenue, permitting more efficient city budgeting and minimizing the need for future property tax increases.



**NORTHWESTERN
UTILITIES LIMITED**
An **ATCO** Company



Public Utilities Board

11th Floor, 10055 - 106 Street, Edmonton, Alberta, T5J 2Y2

Telephone: (403) 427-4901,

Fax: (403) 427-6970

File Nos.: 6675-R3 / 6675-R3-1

April 24, 1995

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

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

CITY OF RED DEER AND NORTHWESTERN UTILITIES LIMITED -
FRANCHISE AMENDMENT
NORTHWESTERN UTILITIES LIMITED - CHANGE TO RIDER "A"

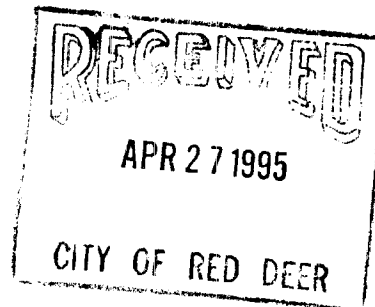
Dear Mr. Kloss:

Enclosed for your information are three copies each of Decisions E95048 and E95049 dated April 24, 1995 relating to the above mentioned matters.

Yours truly,

J. Didier
Application Officer

Enclosures



CC M. Day
A. Roth
A. Wilcock

95/04/28
LK

CITY OF RED DEER / NORTHWESTERN UTILITIES LIMITED
FRANCHISE AMENDMENT / CHANGE TO RIDER "A"
April 24, 1995

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

Mr. Ralph Salisny
Manager
Marketing & Sales
Northwestern Utilities Limited
10035 - 105 Street
Edmonton, Alberta
T5J 2V6

Red Deer Regional Hospital
c/o Donald J. Manning
Crowe Duhamel Manning
2nd Floor, 5233 - 49 Avenue
Red Deer, Alberta
T4N 6G5

Consumers' Coalition of Alberta
c/o James A. Wachowich
Wachowich & Co.
555, 10310 Jasper Avenue
Edmonton, Alberta
T5J 2W4

Jeffery A. Jodoin
Professional Regulatory Services Inc.
Suite 2602, 8210 - 111 Street
Edmonton, Alberta
T6G 2C7

Andrea Maynard
Red Deer Advocate
P.O. Box 5200
2950 Bremner Avenue
Red Deer, Alberta
T4N 5G3

Sent to List Individually Addressed

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

ALBERTA ENERGY AND UTILITIES BOARD

DECISION E95048

re:

THE CITY OF RED DEER

and

NORTHWESTERN UTILITIES LIMITED

In the matter of an Application dated August 29, 1994 for approval to amend the special franchise contract between the City of Red Deer and Northwestern Utilities Limited.

BEFORE:

B. T. McManus, Q.C.	Presiding Member
J. R. Dunstan	Member
Gordon J. Miller	Member

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SCHEDULES

"A" AMENDING AGREEMENT	3 pages
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APPEARANCES

For Northwestern Utilities Limited	: Mr. C.K. Sheard Vice President and General Counsel
For the City of Red Deer	: Mr. J.A. Bryan, Q.C. Bryan & Company
For the Consumers' Coalition of Alberta	: Mr. J.A. Wachowich Wachowich & Company
For the Red Deer Regional Hospital	: Mr. D.J. Manning

WITNESSES

For Northwestern Utilities Limited	: Mr. J. Engler Vice President, Economics and Regulatory Matters
	: Mr. R. Salisny Manager, Marketing and Sales
For the City of Red Deer	: Mr. A. Wilcock Director, Financial Services

1. INTRODUCTION

The subject application was filed with the Public Utilities Board (the PUB) August 29, 1994. The Lieutenant Governor in Council ordered that the Alberta Energy and Utilities Board Act c. A-19.5, S.A. 1994 (AEUB Act) be proclaimed in force on February 15, 1995. The AEUB Act brings together the Energy Resources Conservation Board (the ERCB) and the PUB. Section 8 of the AEUB Act States:

"8(1) All matters that may be dealt with by the ERCB or the PUB under any enactment or as otherwise provided by law shall be dealt with by the Board and are within the exclusive jurisdiction of the Board.

(2) If on the coming into force of this Act any matter is before the ERCB or the PUB,

- (a) the matter shall be continued before or by the Board, and
- (b) the members of the ERCB and the PUB dealing with the matter shall continue to deal with it in their capacity as members of the Board."

In the above quote and in all references hereinafter found "Board" means the Alberta Energy and Utilities Board (AEUB).

Pursuant to the above:

- (a) this matter has been continued before the division of the PUB previously assigned to deal with it; and
- (b) this Decision is issued as a Decision of the Board.

1. INTRODUCTION

By letter dated August 29, 1994, the City of Red Deer (the City) filed an application (the Application) with the PUB, for approval to amend its special franchise agreement (the Special Franchise Agreement) with Northwestern Utilities Limited (NUL or the Company), in accordance with the terms of a proposed Amending Agreement (the Amending Agreement), attached as Schedule "A" to this Decision, which would change the methodology used in calculating the franchise fee payable by NUL to the City.

By correspondence of September 16, 1994 (Exhibit 3) NUL indicated that it supported the Application and advised that it would under separate cover be requesting an amendment to NUL's Rate Rider "A" to provide for collection of the franchise fee from its Red Deer customers. NUL subsequently filed the related application on February 16, 1995 (Exhibit 7). Decision E95049, dated April 24, 1995 issued concurrently with this Decision, will deal with the related application to amend Rider "A".

The Application was lodged pursuant to section 281 of the Municipal Government Act, c. M-26, RSA 1980, as amended. This section provided in part as follows:

"281(1) An application for approval by the Public Utilities Board of any contract, together with any special franchise conferred in respect thereto, entered into pursuant to section 279(1) or section 280, or pursuant to a municipal charter, or any renewal of such a contract or special franchise, shall be made to the Board prior to or forthwith after the first reading of the by-law.

(2) Any such contract entered into pursuant to section 279(1) or section 280, whether or not it contains an express provision to that effect, is subject to the following conditions:

1. INTRODUCTION

(a) that the contract or special franchise conferred in respect thereto may not be altered or renewed without the approval of the Public Utilities Board;"

Effective January 1, 1995 the Municipal Government Act, c. M-26, RSA 1980 was repealed and replaced with the Municipal Government Act, c. M-26.1, RSA 1994 (the MG Act). The Board's jurisdiction to hear the Application was then covered by transitional provisions and Section 45 of the MG Act. This section provides as follows:

45(1) A council may, by agreement, grant a right, exclusive or otherwise, to a person to provide a utility service in all or part of the municipality, for not more than 20 years.

(2) The agreement may grant a right, exclusive or otherwise, to use the municipality's property, including property under the direction, control and management of the municipality, for the construction, operation and extension of a public utility in the municipality for not more than 20 years.

(3) Before the agreement is made, amended or renewed, the agreement, amendment or renewal must

(a) be advertised, and

(b) be approved by the Public Utilities Board."

At the date of the Application the City's prerogative to charge NUL a franchise fee was provided for by Section 14(7) of the Municipal Taxation Act, R.S.A. 1980, c. M-31, which stated:

"(7) A municipality may with the approval of the Public Utilities Board enter into an agreement with the holder of a special franchise whereby the municipality accepts payment of an amount equal to a fixed percentage of the gross revenue of the special franchise from the holder in lieu of taxing the special franchise, lands, improvements, pipelines, works and transmission lines, machinery, equipment and apparatus belonging to and used by the special franchise holder in the exercise of the franchise."

1. INTRODUCTION

Effective January 1, 1995 the Municipal Taxation Act was also repealed and the City's prerogative to charge NUL a franchise fee was then provided for by Section 360 of the MG Act which states in part:

"360(1) A council may make a tax agreement with an operator of a public utility or of linear property who occupies the municipality's property, including property under the direction, control and management of the municipality.

(2) Instead of paying the tax imposed under this Division and any other fees and charges payable to the municipality, the tax agreement may provide for an annual payment to the municipality by the operator calculated as provided in the agreement.

(3) A tax agreement must provide that the municipality accepts payment of the amount calculated under the agreement in place of the tax and other fees or charges specified in the agreement.

(5) An agreement under this section with an operator who is subject to regulation by the Public Utilities Board is of no effect unless it is approved by the Public Utilities Board."

The Special Franchise Agreement has been amended from time to time, most recently by an amending agreement dated September 1, 1992. This amendment changed the method of calculating the franchise fee pursuant to Clause 16 to allow for the application of the franchise tax to transportation customers in addition to sales customers. The fee was to be applicable not only to NUL's transportation revenues but also to the deemed cost of the transported natural gas.

Pursuant to the proposed Amending Agreement, Clause 16 of the Special Franchise Agreement would be changed again in terms of how the franchise fee is calculated, from:

"8.4% of the annual gross revenues of the Company derived from the supply of gas to customers served under Rates 1, 2 and 12 and

1. INTRODUCTION

3.09% of the annual gross revenues of the Company derived from the supply of gas to customers served under Rates 3, 4, 13, 14 and Rate 20 Series within the corporate boundaries of the Municipality, pursuant to Section 14(7) and 14(8) of the Municipal Taxation Act being Chapter M-31 of the Revised Statutes of Alberta, 1980, as amended"

to:

"17.00% of the annual gross revenues of the Company during the particular calendar year derived from the supply of gas to customers within the corporate boundaries of the Municipality, pursuant to Section 14(7) and Section 14(8) Municipal Taxation Act, being Chapter M-31 of the Revised Statues of Alberta, 1980, as amended, exclusive of revenue derived from

- i) the cost of gas as defined in the Company's Rate Schedules as Riders "E" and "F" as they exist from time to time
- ii) the supply of separately metered natural gas used to fuel transportation vehicles
- iii) the aforementioned payment of the Municipality"

A public hearing regarding the Application and the related application of NUL to amend Rate Rider "A" was held in the Provincial Building in Red Deer on February 24, 1995. In accordance with the Board's directions, Notice of the Hearing was published in the Red Deer Advocate on February 6, 1995, and the Notice of Hearing was served on all interested parties from NUL's 1993/1994 general rate application. The Board considers that notice of the hearing was adequate.

Both NUL and the City were represented at the hearing. The Consumers' Coalition of Alberta (the CCA) and the Red Deer Regional Hospital (RDRH) also appeared at the hearing to make submissions opposing the Application. No other interested parties made any submissions.

2. BACKGROUND

The City first granted a franchise to the Company by means of the Special Franchise Agreement dated September 24, 1945. The Special Franchise Agreement has been renewed and amended a number of times, most recently by an agreement dated September 1, 1992, as referred to earlier in this Decision.

The clause of the Special Franchise Agreement which deals with the franchise fee has been altered on various occasions. Initially the franchise fee was provided for in clause 10 of the Special Franchise Agreement dated September 24, 1945 as follows:

"10. So long as the City does not assess for taxation the transmission and distribution systems of the Company situate within the City for municipal, school or other purposes, the Company will pay to the City, in lieu of such taxation, in each and every year five percent.(5%) of the gross receipts of the Company derived from the sale of natural gas within the City,"

The renewal of the Special Franchise Agreement by memorandum of agreement dated November 17, 1967 changed the method of calculation of the franchise fee as follows:

"10. The Company agrees to pay to the City for the period from the 1st day of September, 1967 to the 22nd day of August, 1977 on the sale of gas within the limits of the city of Red Deer as they exist from time to time an amount equal to the sum of seven and three-quarter per cent (7-3/4%) of the gross receipts of the Company during the said period from the sale of gas to domestic and commercial customers and to industrial customers served under Rate No. 1 General Rate or Rate No. 2 Optional Rate and three per cent (3%) of the gross receipts of the Company during the said period from the sale of gas to industrial customers served under Rate No. 3 - Optional High Load Factor Rate,"

2. BACKGROUND

[In the above quote the 7.75% is equal to 8.40% exclusive of the City's payment and the 3% is equal to 3.09% exclusive of the City's payment.]

As indicated earlier in this Decision, this clause was further amended by an amending agreement dated September 1, 1992 to allow for the application of the franchise fee to transportation customers, inclusive of the deemed cost of transported natural gas, in addition to sales customers.

In NUL's most recent general rate application, NUL proposed to eliminate Rate 2 effective January 1, 1995. This proposal was approved in Decision E94084 dated December 22, 1994. One effect of the elimination of this rate was to shift a number of Red Deer customers from Rate 2 where they were paying a franchise tax rate of 8.40% to Rate 3 where they pay a franchise tax rate of 3.09%. This caused an unintentional decrease in the franchise fee paid to the City.

Prior to the elimination of NUL's Rate 2, RDRH was the only Rate 3 customer within the City. At that time RDRH was also the only sales customer being assessed the franchise fee at the 3.09% level.

The City considered a number of ways of amending the franchise fee to correct this situation. The City then made the Application for approval to change the Special Franchise Agreement according to the terms of the proposed Amending Agreement.

2. BACKGROUND

The proposed methodology would eliminate the reduced level of franchise fee for Rate 3 customers. This would contribute to RDRH experiencing a much higher increase in its franchise fee than any other customer within the City. Residential customers would receive a relatively small increase in the franchise fee. Still other customers would experience a substantial decrease from the level of the franchise fee which they were paying before January 1, 1995.

3. POSITION OF THE PARTIES

(a) Consumers' Coalition of Alberta

The CCA impliedly accepted use of a reasonableness test in reviewing the Application, as proposed by NUL:

"... we must look at the reasonableness of it and gauge that reasonableness in view of the alternative which we have submitted. It certainly is reasonable as we have suggested." (Tr., p.82)

The CCA supported some elements of the methodology proposed by the City to amend the franchise fee, to the extent that it is a move towards a single percentage and would prevent automatic increases in the franchise fee due to increases in the gas component of NUL's rates. However, the CCA did not support the fact that the methodology causes residential customers to pay higher amounts for the franchise fee portion of their gas bills, while customers with higher consumptions will experience less of an increase or a decrease in their share of the franchise fee.

The CCA submitted that the proper level of the franchise fee should take into account the corresponding property taxes since this franchise fee is "in lieu of taxing the special franchise, land, buildings, improvements, pipelines, works, machinery, equipment and apparatus belonging to and used by the company in the exercise of the franchise".

3. POSITION OF THE PARTIES**(a) Consumers' Coalition of Alberta**

Specifically the CCA stated:

" It is our submission that while the amounts are not to be identical, they must bear some correlative value to each other under the two methodologies, one I have referred to as property tax, another as franchise tax." (Tr., p.76)

For 1995 the proposed methodology for the franchise fee would collect \$1,592,500 whereas the corresponding property taxes are forecast at \$446,000. The CCA submitted that the Board should be concerned about the size of this discrepancy.

The CCA particularly disagreed with the City using 1994 as the basis of the level of tax, contending that 1994 had seen the highest gas costs in recent years and therefore a franchise fee level based on 1994 revenue could not be considered revenue neutral for 1995. The CCA asserted that the level of franchise fee would be more fair if based on a formula which uses average gas costs for the years since the City entered into the renewal of the Special Franchise Agreement in 1989.

In summation, the CCA asked the Board not to approve the Application. The CCA stated that the parties should be forced to renegotiate the Amending Agreement, particularly to provide for averaging of gas costs.

3. POSITION OF THE PARTIES

(b) Red Deer Regional Hospital

Counsel for RDRH also supported the use of a reasonableness test in reviewing the Application:

"I understand that this Board is here to determine, certainly in this instance, the franchise agreement. And to that end, it has to look at the factors involved, historically and otherwise, in connection with what is reasonable." (Tr., p.87)

RDRH submitted that the proposed methodology included in the Amending Agreement is not reasonable since it is based only on the year of highest revenue received by the City for a franchise fee. RDRH maintained that the City, by implementing this methodology in setting the franchise fee, is trying to ensure that its revenue from this source will continue at the highest level ever received. RDRH contended that it would have been more reasonable to base the level of the fees on historical experience and possibly on a forecast of future trends.

RDRH stated:

"What is reasonable? Well, I think that there has to be an indepth assessment and investigation completed. I agree with Mr. Engler's thoughts that you have to have a look at the historical past and possibly the forecasting and historical future in connection with taxation. Those would be reasonable and rational means by which to consider this as an amending agreement appropriate for the Board to condone or to approve but in the absence of that, my Lord, we can't simply look at this one factor as one good revenue year for the City of Red Deer and say let's fix it. That is not sufficient nor is it reasonable nor is it rational for the City and the utility to come here and say, please approve this. There is no rational process by which they have arrived at that nor could they take the Board to the conclusion that that is a rational process." (Tr., p.90)

3. POSITION OF THE PARTIES

(b) Red Deer Regional Hospital

RDRH submitted that the change in methodology represents discrimination against the hospital since it is the only customer who will experience such a drastic increase in the franchise fee.

Specifically RDRH stated:

"We have been discriminated against in terms of this proposed amendment to the agreement. We are the only ones and it is a huge discrimination. It is equivalent to 48 plus percent in terms of the franchise tax we have previously or were previously obliged to pay."
(Tr., p.91)

3. POSITION OF THE PARTIES

(c) Northwestern Utilities Limited

Counsel for NUL stated that the Application was brought under Section 45 of the MG Act:

"where the Board is really given little or no assistance in the legislation about what the criteria are that the Board should be looking at when approving amendments to franchise agreements. I submit that in the absence of specific direction, the Board should be looking at the question of reasonableness." (Tr., pp.65-66)

Counsel then provided a review of factors intended to provide guidance to the Board in determining what was reasonable.

NUL submitted that the current proposal provides stability in the franchise fee component of customers' bills since it is based solely on the cost of service component of their bills. The cost of service component has remained relatively stable while the gas costs have been volatile in recent years. NUL agreed to the proposal from the City because NUL believed it provided fair treatment to NUL's customers.

NUL suggested that it is reasonable for the City to set the level of the franchise fee based on revenue neutrality with 1994 revenues since the City has received similar revenues in past years from the fee. NUL supported this position with reference to the City's Exhibit Number 8 which indicated the revenue received by the City from the franchise fee since 1983.

3. POSITION OF THE PARTIES
(c) Northwestern Utilities Limited

In response to the CCA's suggestion that the proposed methodology is not revenue neutral NUL stated:

"Well, first of all, I don't think I need to say this but I will say it again, clearly this agreement was made in 1994. It was filed for approval with this Board in August of 1994 and, at that time, there was no expectation of what has happened to gas costs since then and, clearly, the anticipation of the parties was that this transaction would be revenue neutral to the City." (Tr., pp.94-95)

and:

"In fact, it is clear and obvious that the parties, in very good faith, have attempted to do something that is revenue neutral and that will, in fact, as gas prices increase in the future, be very beneficial to customers in many ways, both in respect of stability but also in respect of the total amount that they may have to pay in the future." (Tr., pp.95-96)

In response to RDRH's claim that the City is purposely attempting to guarantee their revenue at the highest level it has experienced NUL stated:

"The evidence of Mr. Engler this morning was that in Mr. Engler's view, the City was really leaving money on the table. That by setting a franchise fee at the rate that it had, it was possibly foregoing a higher amount of revenue than it could have had. That's based on the fact that when this was being negotiated in 1994 the expectation was that gas costs would be higher than they are now and would be higher than they were then." (Tr., pp.97-98)

NUL submitted further that the Board should not be putting itself in the position of judging the amount of money required by the City in its budgetary process. In NUL's view:

"The City of Red Deer Council is master of its budget. It has determined that it needs a certain amount of money from the franchise fee. And whether, as I say, whether that amount is a million five or a million four or a million three, I don't think this Board should really get involved in it unless, and I will put one

3. POSITION OF THE PARTIES
(c) Northwestern Utilities Limited

caveat on that, unless the result is so clearly and obviously unreasonable, and I submit to you it is not that." (Tr., p.95)

In reply to RDRH's concerns about the size of the increase in franchise fee which RDRH would experience as a result of this application NUL stated:

"This is a \$7,000 cost to the hospital on a gas bill in 1994 of approximately \$391,000 as shown in the answer to CCA-10. 7,000 on 391 I suspect, quickly doing some math, is less than 2 percent in terms of their overall gas bill. 48 percent on a very small component of their total gas bill is a misleading way to look at it." (Tr., p.99)

In response to the CCA's contention that the franchise fee should have some correlation to property taxes, NUL submitted that the legislation does not support this. The legislation states that the fee is to be an amount negotiated between the parties. There would be no need for such negotiation if there was a requirement to set the franchise fee at the same level as property taxes.

3. POSITION OF THE PARTIES

(d) The City of Red Deer

The City submitted in its opening remarks that the change in methodology for the franchise fee would have several favorable results. It would result in one uniform rate applicable to all customers within the City. It would allow the City to recover the loss in revenue to the City as a result of the elimination of NUL's Rate 2. Lastly it would remove the volatility in the franchise fee.

The City further submitted that the Application was precipitated by the changes to NUL's rate structure, effective January 1, 1995, as proposed in NUL's general rate application. This change in rate structure would cause a significant decrease in the City's revenue.

At the time the franchise fee methodology was negotiated with NUL it was designed to be revenue neutral to the City. The subsequent decreases in gas costs were not anticipated by the City or NUL.

In regards to the increase in the franchise tax to be paid by RDRH, the City stated:

"I think the bottom line answer is that for sometime the hospital has been receiving a preferred rate and has been paying significantly less than other customers within Red Deer, and as Mr. Engler pointed out, this might give rise to the suggestion that the other customers could claim there was discrimination against them in the sense that they were not entitled to the same rate. On that point I think it is fair to note that there are many other institutions such as schools, colleges, churches, government offices and many charitable facilities who might have equally laudable arguments to put forward with regard to reasons why they should have some preference but don't receive that preference and never have." (Tr., pp.72-73)

3. POSITION OF THE PARTIES**(d) The City of Red Deer**

The City noted that the change in the franchise fee payable by RDRH was almost exclusively the result of the elimination of the preferred rate of 3.09% previously paid by the hospital. The City noted further that there were approximately 40 other customers who by virtue of the elimination of Rate 2 had moved to Rate 3 and none of these customers were at the hearing to oppose the Application.

In support of the reasonableness of the level of the fee the City stated:

"I would submit in conclusion that the new arrangement is fair and it is reasonable and I say that in terms of the existing Rider A percentages which represent franchise fees payable to other municipalities and I think a simple review of the percentages previously approved by the Board would suggest that this percentage is definitely not out of line. And I would also suggest in terms of absolute dollars and amounts recovered by the municipality historically, and again Exhibit Number 10 tells it all, the amount is not unreasonable." (Tr., p.73)

Responding to the CCA's submission regarding a necessary correlation between the franchise fee and property taxes, counsel for the City submitted:

"I would like to move on to this issue of in lieu of or instead of. I think the bottom line of that is that by any definition, they do not mean the same as, and I think that to suggest in any way that they should be the same as or equate to or whatever ignores the fact that, firstly, that is not an appropriate interpretation of the legislation but also to ignore the fact that the new legislation, Section 360, also adds additional words, "and any other fees or charges" so that we have to make sure that when we talk of these things we recognize that those additional fees or charges are included in the percentage franchise fee simply by definition and by the expanded wording or something that is similar in amount." (Tr., p.104)

3. POSITION OF THE PARTIES

(d) The City of Red Deer

The City therefore urged the Board to approve the Application in an expeditious fashion, to avoid further erosion of revenues.

4. BOARD FINDINGS

The Board notes that neither Section 45, nor Section 360 of the MG Act is of assistance in identifying the criteria that the Board should rely upon when considering applications to enter into or renew franchise agreements or related tax agreements. Counsel for NUL submitted that, in the absence of specific statutory direction, the Board should look at the question of reasonableness when reviewing applications. Other counsel either expressly or tacitly agreed.

The Board will firstly consider whether the level of dollars forecast to be collected by the franchise fee is reasonable and secondly, will review the reasonableness of the proposed structure or method of application of the fee.

In terms of determining whether the level to be collected by the franchise fee is reasonable the Board notes the submission of counsel for NUL that the Board should not be putting itself in the position of judging the amount of money required by the City budget from the franchise fee unless the result is clearly and obviously unreasonable. The Board also notes the submission of counsel for the City that the proposed franchise fee, as a percentage of a customer's total bill, is in line with Rider "A" percentages approved by the Board for other municipalities and that the absolute dollar amount to be collected is not unreasonable when compared to amounts collected by the City historically. It was this latter reference - to historical levels or the "revenue neutrality" of the proposal - which attracted the most scrutiny from

4. BOARD FINDINGS

intervenors who considered that the City was motivated to fix its revenue based upon a particularly high revenue year.

The Board notes that the Application was precipitated by the proposed elimination of NUL's Rate 2 which has impacted the City's franchise fee significantly.

"I think as indicated in the testimony the only reason that we looked at changing it at this point was because Northwestern Utilities was changing their rate structure and we were forced to do so." (Tr., p.46)

The Board accepts that it was due to this proposed change in NUL's rates that the City considered it necessary to change the franchise fee provisions of its Special Franchise Agreement.

The Board notes that the Application was received in the Board's offices on September 6, 1994. Any forecasts regarding natural gas prices which were provided to the City to assist the City in making its decision regarding a new methodology for the franchise fee would presumably have been made some time prior to the Application. It would therefore seem probable that at the time this methodology was negotiated, the City and NUL could not have had any accurate information regarding the specific changes that have occurred since then in natural gas prices for 1995.

4. BOARD FINDINGS

The Board notes Mr. Engler's testimony:

"As Mr. Bryan stated in his remarks, the change to the 17 percent rate was determined at a time that it would be revenue neutral. That was early in 1994. At that time, we were expecting gas costs in the order of \$1.85 for 1994 which, in fact, we incurred and, further, we were expecting gas costs in 1995 that would likely be in the order of \$2 a gigajoule." (Tr., p.15)

The Board considers that at the time the proposed methodology was being negotiated NUL and the City might reasonably have forecast natural gas prices being in the order of \$1.85 to \$2.00 per gigajoule in 1995.

In reviewing the City's Exhibits 8, 9 and 10 and the history of the Special Franchise Agreement, it doesn't appear that the City has a history of trying to set or keep its franchise fee at particularly high levels. Rather, what stands out in the historical review is the fluctuation in fee levels which appears to be due to the volatility in natural gas prices. Therefore it would appear that the purpose of the proposed methodology is to stabilize the franchise fee revenue by removing the volatile element of the formula, which is natural gas prices.

It remains for the Board to consider the CCA's argument concerning whether there should be a correlation between the amounts collected under the franchise fee in comparison to what would be collected by a property tax.

The Board does not consider that the CCA's position is supported by Section 360 of the MG Act, or its predecessor, section 14(7) of the former Municipal

4. BOARD FINDINGS

Taxation Act. The legislation does not provide, or even imply, that the franchise fee must be similar, or bear some particular correlation to property taxes. As counsel for NUL submitted, the legislation says something different, in that the franchise fee is to be an amount established in a tax agreement, presumably negotiated by the parties. If the parties were intended by the legislation to set the franchise fee at the same level as property taxes, negotiation would not be necessary. If reference to property taxes was to be a guide in negotiations, the legislation would need to specify or at least imply this. It does not.

As Section 360(2) of the MG Act provides, the tax agreement may establish an annual payment "instead of paying the tax imposed under this Division and any other fees and charges payable to the Municipality". The Board recognizes that "any other fees and charges" can apply to various matters which have from time to time been explicitly detailed in franchise agreements. These matters include, in the case of Red Deer:

"...an exclusive franchise for the purpose of providing the supply of natural gas to the city...together with the exclusive right, authority and permission to use, break up, dig, trench and excavate in the public streets, roads, squares, lanes, utility lots, alleys and/or other public highways or places within the jurisdiction of the City including any area or areas which may hereafter be added to or be incorporated within and with the City and otherwise do such work therein as may from time to time be required to locate, construct, lay, operate, maintain, repair, renew, extend, relay and/or remove the pipelines or lines, plant or equipment of the Company necessary to be installed for the purposes of the agreement". (Clause 1, Special Franchise Renewal Agreement entered into September 6, 1989)

4. BOARD FINDINGS

The Board takes note that other general matters are sometimes explicitly provided for in franchise agreements in consideration of the franchise fee. Counsel for the City, Mr. Bryan, submitted at page 72 of the Tr., that the franchise fee is intended to cover factors in addition to the property tax, factors such as those which Mr. Bryan raised at a City of Edmonton franchise application heard on February 16, 1995 before the present panel of the Board. However, Mr. Bryan did not consider it necessary to specifically repeat these same factors again at the hearing in Red Deer. The Board notes, from page 174 of the Tr. of the City of Edmonton hearing, that the factors raised by counsel included:

"...other components which I would categorize as the use of the rights-of-way and municipally owned or controlled lands, the right to earn a profit, the cost to the municipality of repairing streets and relocating utility service and the administrative costs incurred by the municipality in dealing with the utility".

In short, the franchise fee is payable instead of property taxes "and other matters", with the value of these "other matters" unquantified. Therefore the Board considers a reference or correlation to the level of property taxes to be of limited assistance in determining what is a reasonable overall level of franchise fee.

For the foregoing reasons the Board considers that the level of funding to be recovered by the proposed franchise fee methodology is reasonable in the circumstances.

4. BOARD FINDINGS

With respect to the second element of the Application - the reasonableness of the proposed structure or method of application of the fee - counsel have referred the Board to various alleged aspects of the proposed methodology, such as stability, uniformity and non discrimination and submitted that these aspects demonstrated that the proposal was reasonable. In considering whether these additional aspects are indeed reasonable the Board has considered the arguments of counsel in light of the well accepted attributes, set forth by Bonbright et al, Principles of Public Utilities Rates, 2nd Edition at page 382, for development of a sound rate design. The Board notes that the situation at hand does not involve a complete rate design, but rather the design of a franchise fee which in turn influences the design of a rate rider to pass on the costs of the franchise fee to the utility's customers. Nevertheless, the Board considers it useful to consider the arguments of counsel, in light of certain of Bonbright's attributes, to help determine what is reasonable in the circumstances.

Counsel for the City and NUL submitted that the proposed methodology will increase stability in the level of the fee collected from one year to the next. The Board notes that two of Bonbright's attributes also relate to stability. *Revenue Stability and Predictability ... and Stability and Predictability of the rates themselves ...* In the present case these two attributes are closely related since we are dealing with only one rate. The historical evidence presented in the course of this Application, as well as the arguments supported by all parties involved in the Application, referenced the fluctuations in the franchise fee received by the City over the past 20 years.

4. BOARD FINDINGS

These fluctuations appear to be related more to the volatility in the price of natural gas than to other factors and, accordingly, removal of the price of natural gas from the formula should stabilize amounts collected by the fee.

Once the new formula is in place, the proposed methodology should produce a minimum of unexpected changes in the future. The Board notes the comment of the City's witness, Mr. Wilcox who stated:

"Historically, if you look at what the City of Red Deer has done, we have not changed the rate very frequently. In fact it is decades between rate changes and, in fact, we were trying to now set a rate which would be effective for a number of years into the future because it is not our intention to come in every year or even every second year. I would hope for, say, no more than every 5 years to come in to get the rate adjusted unless there is extra ordinary circumstances". (Tr., pp.46-47)

Therefore the Board considers that the proposed methodology for the franchise fee will enhance stability in amounts collected by the fee, thereby benefitting both customers and the City.

Another of Bonbright's attributes relates to *Fairness of the specific rates in the apportionment of total costs of service* The proposed methodology for the franchise fee applies the same percentage level for all customers against only the Cost of Service component of NUL's rates. The Board has also been moving to rates which are a reflection of the cost of providing service to each customer group. The combination of both of these refinements would appear to provide a formula which properly and fairly allocates the cost of this fee amongst customers.

4. BOARD FINDINGS

A further of Bonbright's attributes relates to the *Avoidance of undue discrimination* ... The Board appreciates the concerns of RDRH regarding the impact on its rates that would be caused by approval of the Application. However, the Board does not consider that the implementation of the proposed methodology is undue discrimination against RDRH. To the contrary, the elimination of the two tiered methodology relating to the fee and the move to a single percentage applied to all classes of customers seems on the face of it to provide less suggestion of any undue discrimination.

Bonbright also considers *The related, practical attributes of simplicity, certainty, convenience of payment, economy in collection, understandability, public acceptability and feasibility of application*, as well as *Freedom from controversies as to proper interpretation*. By moving from two percentage levels to one uniform percentage and by providing a stability in the level of the fee, the proposed methodology would appear to be preferable to the existing methodology in terms of Bonbright's practical-related attributes.

For the foregoing reasons the Board considers that the method of application of the fee is consistent with certain relevant attributes set out by Bonbright et al, thereby adding weight to the arguments of NUL and the City that the proposed revisions to the Special Franchise Agreement are reasonable in the circumstances.

4. BOARD FINDINGS

For all of the foregoing reasons, the Board considers the level of dollars forecast to be collected by the franchise fee, and the methodology of collection, to be reasonable in the circumstances, and the Board therefore approves amendment of the Special Franchise Agreement according to the terms of the Amending Agreement.

5. ORDER

IT IS HEREBY ORDERED THAT:

- (1) The Board hereby approves the Application by the City of Red Deer to amend the Special Franchise Agreement with Northwestern Utilities Limited according to the terms of the Amending Agreement attached as Schedule "A".
- (2) The City shall file with the Board the following documents:
 - a) upon third reading, a copy of By-law No. 3115/94; and
 - b) a copy of the executed Amending Agreement.
- (3) Nothing in this Order shall bind, affect or prejudice the Board in any way in its consideration of any other matter or question relating to the City of Red Deer or Northwestern Utilities Limited.

Dated in Edmonton, Alberta this 24th day of April, 1995.

ALBERTA ENERGY AND UTILITIES BOARD

(Signed) B. T. McMANUS, Q.C.

PRESIDING MEMBER

(Signed) J. R. DUNSTAN

MEMBER

(Signed) GORDON J. MILLER

MEMBER

FOLLOWING IS SCHEDULE "A"
ATTACHED TO AND FORMING PART OF
ALBERTA ENERGY AND UTILITIES BOARD
DECISION E95048

DATED APRIL 24, 1995

ALBERTA ENERGY AND UTILITIES BOARD

(Signed) B. T. McMANUS, Q.C.

PRESIDING MEMBER

(Signed) J. R. DUNSTAN

MEMBER

(Signed) GORDON J. MILLER

MEMBER

AMENDING AGREEMENT

AMENDING AGREEMENT made and entered into this _____ day of
_____ A.D., 19 _____.

BETWEEN:

THE CITY OF RED DEER

a municipal corporation

in the Province of Alberta

(hereinafter referred to as the "Municipality")

OF THE FIRST PART

-and-

NORTHWESTERN UTILITIES LIMITED

a corporation having its head office at

the City of Edmonton in

the Province of Alberta

(hereinafter referred to as the "Company")

OF THE SECOND PART

The Company and the Municipality mutually agree as follows:

Paragraph 16 of the Franchise Agreement dated September 6, 1989 and amended by agreement dated September 1, 1992, is hereby deleted and substituted with the following:

16. The parties agree that with the approval of the Board and upon execution of this agreement, the Company, after said date of execution, shall pay (as hereinafter mentioned) and the Municipality shall accept 17.00% of the annual gross revenues of the Company during the particular calendar year derived from the supply of gas to customers within the corporate boundaries of the Municipality, pursuant to Section 14 (7) and Section 14 (8) Municipal Taxation Act, being Chapter M-31 of the Revised Statutes of Alberta, 1980, as amended, exclusive of revenue derived from

- i) the cost of gas as defined in the Company's Rate Schedules as Riders "E" and "F" as they may exist from time to time
- ii) the supply of separately metered natural gas used to fuel transportation vehicles
- iii) bad debt and late payment revenue
- iv) the aforementioned payment of the Municipality

The Municipality agrees to accept such payment of a percentage of gross revenue provided in this clause, in lieu of taxing the special franchise, lands, buildings, improvements, pipelines, works, machinery, equipment and apparatus belonging to and used by the Company in the exercise of the franchise and related operations in the service area operated within the Municipality. "Said payments in lieu of taxes"

(a) shall commence with the first billing sent by the Company to the customer for the period of gas delivery commencing:

- i. after the date of this agreement and
- ii. after the Board has by order approved any change in rates to the customer made necessary by this paragraph 16.

(b) for parts of a calendar year shall be apportioned according to the said Gross Revenue during the relevant part of the calendar year;

(c) shall be made on a monthly basis on the 15th of the month following receipt by the Company of the Gross Revenues to which the fixed percentage applies.

Provided , however if the Company shall at any time own any lands within the corporate limits of the City, upon which is situated any building or buildings used either in whole or in part as a dwelling or dwellings, or occupied by any person or corporation other than the Company, then the same shall be liable to assessment and taxation in the same manner as other property in the vicinity of such parcel or parcels.

IN WITNESS WHEREOF of the parties hereto have affixed their respective corporate seals under the hands of their proper officers in that behalf, as of the day and year first above written.

THE CITY OF RED DEER

NORTHWESTERN UTILITIES LIMITED

BACK UP INFORMATION
NOT SUBMITTED TO COUNCIL

ALBERTA ENERGY AND UTILITIES BOARD

DECISION E95049

re:

NORTHWESTERN UTILITIES LIMITED

Application by Northwestern Utilities Limited for approval to amend Rate Rider "A" with respect to the City of Red Deer.

BEFORE:

B. T. McManus, Q.C.	Presiding Member
J. R. Dunstan	Member
Gordon J. Miller	Member

APPEARANCES

For Northwestern Utilities Limited	: Mr. C.K. Sheard Vice President and General Counsel
For the City of Red Deer	: Mr. J.A. Bryan, Q.C. Bryan & Company
For the Consumers' Coalition of Alberta	: Mr. J.A. Wachowich Wachowich & Company
For the Red Deer Regional Hospital	: Mr. D.J. Manning

WITNESSES

For Northwestern Utilities Limited	: Mr. J. Engler Vice President, Economics and Regulatory Matters
	: Mr. R. Salisny Manager, Marketing and Sales
For the City of Red Deer	: Mr. A. Wilcock Director, Financial Services

1. BACKGROUND

By letter dated February 16, 1995 (the Application), Northwestern Utilities Limited (NUL) applied to the Alberta Energy and Utilities Board (the Board) for approval to amend its Rate Rider "A" with respect to the City of Red Deer (the City).

Under the proposed amendment, Rider "A" as it relates to the City would be increased to 17% for all customer classes, and would apply to gross revenue excluding Rider "F" revenue. Rider "F" recovers the cost of gas.

Pursuant to the Board's directions, notice of the matter was given in conjunction with the notice for the City's application for approval of the amendment of its natural gas supply and special franchise agreement with NUL. The Board considers Notice in this matter to be adequate.

A public hearing regarding the Application and the related application of the City to amend its special franchise agreement with NUL was held in the Provincial Building in Red Deer on February 24, 1995.

Counsel for NUL and the City jointly presented the two applications at the hearing of these matters. Consumers' Coalition of Alberta and the Red Deer Regional Hospital also appeared at the hearing to make submissions opposing the Applications. No other interested parties made any submissions.

2. BOARD FINDINGS

NUL's Application is lodged pursuant to section 28 of the Gas Utilities Act, c. G-4, RSA 1980. This section provides in part as follows:

28 The Board, either on its own initiative or on the application of a person having an interest, may by order in writing, which shall be made after giving notice to and hearing the parties interested,

- (a) fix just and reasonable individual rates, joint rate, tolls or charges or schedules of them, as well as commutation and other special rates, which shall be imposed, observed and followed thereafter by the owner of the gas utility."

In Decision E95048 dated April 24, 1994 issued in conjunction with this Decision, the Board approved the application by the City for an amendment of its special franchise agreement with NUL, for the reasons stated therein. The amendment provides for payment by NUL to the City of a franchise fee which amounts to 17% of all gross revenue, excluding Rider "F" revenue, collected by NUL for service within the City in lieu of taxing the special franchise, lands, buildings, improvements, pipelines, works and transmission lines, machinery, equipment and apparatus belonging to and used by NUL in its service within the City.

NUL has applied for a change to Rider "A" to pass on to NUL's customers within the City the costs associated with the amended franchise fee methodology.

BOARD FINDINGS

The Board considered the amended franchise fee methodology approved in Decision E95048 to be reasonable for the reasons stated in that Decision. Rate setting pursuant to the Gas Utilities Act is designed to allow utilities to recover reasonably incurred costs. Therefore, to accept as reasonable the amendment of the special franchise agreement, but not allow the related franchise fee costs incurred by NUL to be passed on to customers would amount to an unjustified confiscation from NUL. Accordingly, the Board considers it appropriate for NUL to recover the franchise fee from the customers within the City since the fee is a reasonable cost of providing service to those customers. The Board therefore considers it just and reasonable to approve the amendment to Rate Rider "A" to allow NUL to recover the franchise fee from its Red Deer customers.

3. ORDER

IT IS HEREBY ORDERED THAT:

- (1) The Board hereby approves the Rate Rider "A" attached as Schedule "A" to this Decision as the new Rate Rider "A" applicable to Northwestern Utilities Limited's current rate schedule.
- (2) The new rates for the City of Red Deer as indicated on Rate Rider "A", become effective upon the execution of the amendment to the special franchise agreement, as approved in Decision E95048 dated April 24, 1995.
- (3) Northwestern Utilities Limited shall provide the following notice with every customer's bill in the City of Red Deer on the first occurrence of the new municipal tax:

"Effective (date of amendment of special franchise agreement) the rate of Municipal Franchise Tax paid to the City of Red Deer is increased to 17% from (applicable rate) at the request of the City of Red Deer but will now only apply to the non-gas portion of the bill. The effect of this change on customers' bills will vary depending on each customer's gas consumption."

ORDER

- (4) Nothing in this Order shall bind, affect or prejudice the Board in any way in its consideration of any other matter or question relating to Northwestern Utilities Limited.

Dated in Edmonton, Alberta this 24th day of April, 1995.

ALBERTA ENERGY AND UTILITIES BOARD

(Signed) B. T. McMANUS, Q.C.

PRESIDING MEMBER

(Signed) J. R. DUNSTAN

MEMBER

(Signed) GORDON J. MILLER

MEMBER

FOLLOWING IS SCHEDULE "A"

ATTACHED TO AND FORMING PART OF
ALBERTA ENERGY AND UTILITIES BOARD

DECISION E95049

DATED APRIL 24, 1995

ALBERTA ENERGY AND UTILITIES BOARD

(Signed) B. T. McMANUS, Q.C.

PRESIDING MEMBER

(Signed) J. R. DUNSTAN

MEMBER

(Signed) GORDON J. MILLER

MEMBER

April 24, 1995

Effective by Order
On Consumption
This Replaces Rider "A"
Previously Effective January 23, 1995

NORTHWESTERN UTILITIES LIMITED

Rider "A" to all Rates and any other Riders Thereto

Additions to be made to the Rate of customers resident in municipalities that have agreed to accept payment of a percentage of gross revenue of the special franchise pursuant to Section 14(7) and where applicable 14(8) of The Municipal Taxation Act. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

<u>Municipality</u>	<u>%</u>	<u>Municipality</u>	<u>%</u>
Edmonton	11.11*		
Red Deer	17.0**	Hughendon	Village 5.26
Camrose ¹	8.11	Hythe	Village 8.70
Ft. McMurray	8.70	Innisfree	Village 5.25
Grande Prairie ¹	10.00	Irma ¹	Village 5.26
Lloydminster	7.00	Itaska	Summer Village 5.26
Spruce Grove	5.26	Jasper	Town 5.25
St. Albert	5.26	Kitscoty ¹	Village 5.25
Wetaskiwin	8.27	Lacombe ¹	Town 5.26
Alberta Beach	Summer Village 5.26	Lamont ¹	Town 5.26
Alix	Village 5.25	Lavoy	Village 5.25
Amisk	Village 5.26	Legal ¹	Village 5.26
Argentia	Summer Village 5.26	Lougheed	Village 5.26
Bashaw	Town 5.25	Mannville	Village 5.26
Beaverlodge ¹	Town 8.70	Mayerthorpe	Town 5.26
Bentley	Village 5.26	McLennan ¹	Town 6.25
Berwyn ¹	Village 7.25	Millet ¹	Town 6.25
Bittern Lake	Village 5.26	Minburn	Village 5.25
Blackfalds	Town 5.26	Mirror	Village 5.25
Bon Accord ¹	Town 8.70	Mundare	Town 5.00
Breton	Village 5.25	Nampa ¹	Village 5.25
Bruderheim ¹	Town 5.25	Onoway	Village 5.26
Caroline ¹	Village 5.26	Oyen	Town 8.70
Chipman	Village 5.26	Peace River ¹	Town 7.25
Clive	Village 5.25	Point Alison ¹	Summer Village 5.26
Clyde	Village 5.26	Ponoka	Town 5.26
Cold Lake	Town 5.26	Provost	Town 5.26
Consort	Village 5.26	Rimbey	Town 5.26
Coronation	Town 6.00	Rocky Mtn. House ¹	Town 5.26
Czar	Village 5.26	Rycroft ¹	Village 5.25
Donnelly	Village 5.25	Ryley ¹	Village 5.25
Drayton Valley	Town 6.26	Sangudo	Village 5.26
Eaglesham	Village 5.26	Seba Beach	Summer Village 6.00
Eckville ¹	Town 5.26	Sexsmith ¹	Village 5.25
Edgerton ¹	Village 5.26	Sherwood Park	Unincorporated 5.00
Edson	Town 5.26	Silver Beach	Summer Village 5.26
Entwhistle	Village 5.00	Slave Lake ¹	Town 5.26
Evansburg	Village 5.26	Spirit River	Town 8.70
Fairview ¹	Town 5.25	Stony Plain	Town 8.11
Falher ¹	Town 2.56	Swan Hills	Town 5.26
Fox Creek	Town 4.17	Sylvan Lake	Town 5.26
Gibbons ¹	Town 8.70	Thorsby	Village 5.25
Girouxville ¹	Village 5.25	Toe field ¹	Town 7.00
Golden Days	Summer Village 5.26	Vegreville	Town 8.11
Grande Centre ¹	Town 3.00	Vermillion ¹	Town 5.26
Grimshaw ¹	Town 11.11	Veteran	Village 5.26
Hardisty ¹	Town 5.26	Viking ¹	Town 5.25
Hines Creek	Village 5.25	Warburg	Village 5.25
Hinton	Town 5.26	Whitecourt ²	Town 5.26
Holden ¹	Village 5.25	Wildwood	Unincorporated 5.26

* 2.04% for High Load Factor Customers.

** Applied to gross revenues excluding Rider "F" for all rate classes.

1. Unless otherwise noted, all municipalities have elected to have the percentage of gross revenue from the special franchise collected on sales revenue.
2. If the municipality is noted with superscript (1), the municipality has elected to have the percentage of gross revenue from the special franchise collected on sales revenue, transportation service revenue, and a deemed value for gas applied to volumes transported. If noted with a superscript (2) (Whitecourt only), the above conditions apply with the exception that the deemed value of natural gas is applied only to customers using less than 300,000 GJ per year.

**SUMMARY OF PROCEDURES TO BE FOLLOWED BY
THE MUNICIPALITY IN CONNECTION WITH
THE AMENDMENT OF A NATURAL
GAS FRANCHISE PURSUANT TO
THE MUNICIPAL GOVERNMENT ACT 1968**

Representatives of Northwestern Utilities Limited (NUL) and the Municipality will meet to discuss terms of the Franchise Agreement Amendment. Once the terms of the Amendment have been discussed and agreed upon to the satisfaction of both the Municipality and NUL, the following events will then transpire:

<u>EVENT</u>	<u>RESPONSIBILITY</u>
1. Three (3) copies of the unsigned amending agreement will be sent by NUL to the Municipality	NUL
2. A By-Law (see example included in this Section) authorizing the Mayor and Secretary-Treasurer of the Municipality to sign and execute the amendment is given first reading in Municipal Council.	MUNICIPALITY
3. Two (2) copies of the By-Law are to be certified by the Mayor and Secretary-Treasurer as having received first reading.	MUNICIPALITY
4. A package consisting of one (1) copy each of the : (a) certified By-Law (b) unsigned Amending Agreement, and (c) Natural Gas Supply and Special Franchise Contract Application (see example included in this Section)	MUNICIPALITY

is to be sent to the

Public Utilities Board
Government of the Province of Alberta
11th Floor, Manulife House
10055-106 Street
Edmonton, Alberta
T5J 2Y2

and a second copy of each of the
above is to be sent to the
attention of the:

EVENT**RESPONSIBILITY**

Manager, Marketing and Sales

Northwestern Utilities Limited
10035-105 Street
Edmonton, Alberta
T5J 2Y2

A third copy should be kept for the Municipality files.

- | | | |
|-----|--|--------------|
| 5. | Upon receipt of its package, NUL will prepare and submit to the Public Utilities Board the supporting information required by the Board's regulations to support the application for amendment, and a copy of this information will be sent to the Municipality. | NUL |
| 6. | Upon receipt of its package the Public Utilities Board will require and advise the Municipality to publish a notice of application in a newspaper circulated within the limits of the Municipality. Instructions will be issued by the Board in this regard. | PUB |
| 7. | The Municipality will publish a notice of application as directed by the Public Utilities Board. | MUNICIPALITY |
| 8. | Depending upon the responses received by the Board, if any, from the notice of publication, the Board shall issue instructions regarding attendance at a Board hearing. | PUB |
| 9. | The Municipality may wish to have NUL appear on its behalf, and, if so, should so advise the Board and NUL. Instructions will be received from the Board in this regard. | MUNICIPALITY |
| 10. | When all of the above have been completed to the Board's satisfaction, the Board will conduct a hearing into the application. | PUB |
| 11. | The Board will render its decision on the application and, upon approval of the application, will forward a Board Order to the Municipality and NUL. | PUB |

EVENT**RESPONSIBILITY**

- | | |
|--|--------------|
| 12. NUL will forward to the Municipality three (3) copies of the amending agreement executed by NUL for execution by the Municipality. | NUL |
| 13. The Municipality will give second and third readings to the By-Law and execute the three (3) agreement copies. | MUNICIPALITY |
| 14. Two (2) copies of the executed agreements and two (2) certified copies of the completed By-Law shall be forwarded to NUL | MUNICIPALITY |
| 15. NUL will forward one (1) copy of the certified By-Law and executed Amending Agreement to the Public Utilities Board. | NUL |



Public Utilities Board

11th Floor, 10055 - 106 Street, Edmonton, Alberta, T5J 2Y2

Telephone: (403) 427-4901,

Fax: (403) 427-6970

CC. A. Wilcock
Tom Chapman

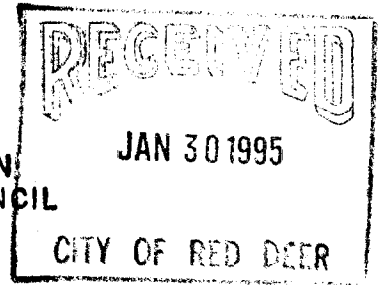
95/02/02 KK

File No.: 6675-R3

January 26, 1995

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

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL



FRANCHISE AMENDMENT
NORTHWESTERN UTILITIES LIMITED (NUL)

Dear Mr. Kloss:

I refer to your application dated August 31, 1994 and to the enclosed copy of By-law No. 3115/94 given first reading and the copy of your agreement with NUL.

The hearing of this matter has been set for February 24, 1995 and will be held in the Provincial Building in Red Deer. I have enclosed a copy of the Notice for your information.

Also enclosed is a copy of the Board's letter to NUL in which the Board has provided NUL with its requirements for publication of the Notice and service of the Notice on interested parties.

If you have any questions regarding this matter please do not hesitate to contact me at 427-4901.

Yours truly,

J. Didier
Application Officer

Enclosures

pc: Mr. Ralph Salisny
Manager
Marketing & Sales
Northwestern Utilities Limited

NOTICE**THE PUBLIC UTILITIES BOARD
FOR THE PROVINCE OF ALBERTA****APPLICATION BY THE CITY OF RED DEER
FOR APPROVAL TO AMEND ITS FRANCHISE
AGREEMENT WITH NORTHWESTERN UTILITIES LIMITED**

An application has been filed with the Public Utilities Board by the City of Red Deer (the City) for approval of an amendment to its special franchise agreement with Northwestern Utilities Limited (NUL). This franchise agreement gives NUL the exclusive right to provide the residents of the City with a supply of natural gas for a period of 10 years from the effective date of the agreement. The agreement also requires the Company to pay the City a franchise tax, which is equivalent to a percentage of its gross revenues from the sale of natural gas within the City in lieu of taxes otherwise payable. The level of franchise tax is presently set at 8.40% for residential and commercial customers and 3.09% for high use (Rate 3 and 13) customers.

The present agreement also requires NUL to apply the franchise tax to natural gas transportation customers as well as sales customers. The franchise tax for transportation customers is calculated based on both the transportation service revenue and the deemed value of the transported gas.

The proposed amendment to this agreement would have the percentage of franchise tax apply only to the non-gas portion of customers' bills and is intended to collect approximately the same amount of revenue for the City. Because the amended tax would apply to a smaller portion of each customer's bill, the percentage of tax applied to bills would be increased to 17% for all customers.

The effect of this change on customers' bills would vary depending on each customer's gas consumption and which level of franchise tax is currently applied to their billings.

Page 2 of 3

This change, if approved, will add about \$13.00 to the yearly bill of an average residential customer using 150 GJ annually. Customers with lower consumption would experience a slightly higher increase in their bills. Customers with higher consumption would experience either a lower increase or a decrease in their bills.

Any other interested customers should contact NUL to determine how this change would impact their rates.

NUL will apply to the Board for approval to revise its rates to comply with the amending agreement.

TAKE NOTICE that the Board will conduct a public hearing of this application in the Provincial Building, 4920 - 51 Street, Red Deer, Alberta on Friday, February 24, 1995 commencing at 9:30 A.M.

To See the Application

Complete copies of the application are available for inspection at the Board's offices in Edmonton. You may also arrange to examine or obtain the filed information by contacting NUL or the City at the addresses indicated below.

To Intervene at the Hearing

If you wish to be registered as an intervenor in these proceedings you must comply with the following procedure. Your intervention must set out your name, your address and the way in which these proceedings affect you. Your intervention can be delivered or mailed to both the Board and to the City at the addresses below prior to your appearance at the Hearing. Alternatively, you may register your intervention at the time of the Hearing. Parties may represent themselves or be represented by counsel. All persons who are registered as intervenors will be entitled to receive from the City and NUL copies of all evidence filed during the proceedings.

Page 3 of 3

If you do not file an intervention, the Board may proceed in your absence and you will not be entitled to further notice of these proceedings.

If you require further information regarding the hearing process, please contact the Public Utilities Board at 11th Floor, 10055 - 106 Street, Edmonton, Alberta, T5J 2Y2 (phone 427-4901).

Copies of the material which the City and NUL have submitted to the Board may be obtained by addressing a request to:

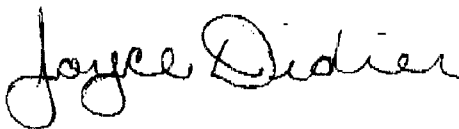
Kelly Kloss
City Clerk
City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4
Phone: 342-8132

- or -

Mr. Ralph Salisny
Manager
Marketing & Sales
Northwestern Utilities Limited
10035 - 105 Street
Edmonton, Alberta
T5J 2V6
Phone: 420-7548

DATED AT THE CITY OF EDMONTON, in the Province of Alberta,
this 30th day of January, 1995.

PUBLIC UTILITIES BOARD


for W. PATERSON
SECRETARY



Public Utilities Board

11th Floor, 10055 - 106 Street, Edmonton, Alberta, T5J 2Y2

Telephone: (403) 427-4901,

Fax: (403) 427-6970

File Nos.: 6675-R3 / 6675-E6

January 26, 1995

Mr. Ralph Salisny
Manager
Marketing & Sales
Northwestern Utilities Limited
10035 - 105 Street
Edmonton, Alberta
T5J 2V6

FRANCHISE AMENDMENTS
CITY OF RED DEER
CITY OF EDMONTON

Dear Mr. Salisny:

I refer to the applications presently before the Board for approval of amendments to the franchise agreements for the City of Red Deer and the City of Edmonton.

Enclosed are copies of the required Notices for both of these applications. It will be necessary for NUL to have the Red Deer Notice published in the Red Deer Advocate and the Edmonton Notice published in the Edmonton Journal. Please allow a minimum of six clear days between the date of the publication of each Notice and the hearing date indicated in each Notice.

The Board believes these Notices should also be served on certain interested parties. Specifically, both Notices should be served on all intervenors from Northwestern Utilities Limited's 1993/1994 general rate application. The City of Red Deer's Notice should also be served on any customers within Red Deer who are currently using transportation service. The City of Edmonton's Notice should likewise be served on any customers within Edmonton currently using transportation service. Lastly, the City of Edmonton's Notice should be served on any intervenors involved in the City's application dated May 24, 1994 for approval of the amendment of its franchise agreement.

Mr. Ralph Salisny
January 26, 1995

The Board will require proof of publication of the Notices and service of the Notice on the various parties. Please complete an affidavit similar to the sample attached, being sure to enclose a copy of the tear sheet from the newspaper.

If you have any questions regarding this matter please do not hesitate to contact me at 427-4901.

Yours truly,

A handwritten signature in cursive script, appearing to read "J. Didier".

J. Didier
Application Officer

Enclosures

pc: Kelly Kloss
City Clerk
City of Red Deer

Marta P. Sherk
Office of the City Solicitor
City of Edmonton

**CROWE DUHAMEL MANNING**

TELEPHONE (403) 343-0812

FAX (403) 340-3545

DENNIS W. CROWE*
DOUGLAS M. DUHAMEL*
DONALD J. MANNING*
KEITH R. LAYCOCK*
DONALD A. PETERSEN*
GERRY N. FEEHAN*
ROBERT J. WARRENDER*
JAMES A. GLASS

BARRISTERS. SOLICITORS, NOTARIES

2nd Floor, 5233 - 49th Avenue
Red Deer, Alberta, Canada T4N 6G5

40912/DJM
Our File No.

FAX TRANSMISSION

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

DATE: February 23, 1995

TO: MR. KELLY KLOSS

FAX NUMBER: 346-6195

RE: City of Red Deer
Application to Amend NUL Franchise
Agreement, Red Deer Regional Hospital
Intervention

NUMBER OF PAGES
(INCLUDING THIS COVER PAGE): 4

FROM: DONALD J. MANNING

COMMENTS: IF YOU HAVE NOT RECEIVED ALL OF THE PAGES OR IF ANY OF
THE PAGES ARE NOT CLEAR, PLEASE CONTACT KATHY OF THIS
OFFICE AT 343-0812, EXTENSION 227.

**CROWE DUHAMEL MANNING**TELEPHONE (403) 343-0812
FAX (403) 340-3545DENNIS W. CROWE*
DOUGLAS M. DUHAMEL*
DONALD J. MANNING*
KEITH R. LAYCOCK*
DONALD A. PETERSEN*
GERRY N. FEEHAN*
ROBERT J. WARRENDER*
JAMES A. GLASS

BARRISTERS, SOLICITORS, NOTARIES

2nd Floor, 5233 - 49th Avenue
Red Deer, Alberta, Canada T4N 6G5

Our File No.

40912/DJM
Via Fax 346-6195

February 23, 1995

Mr. Kelly Kloss
City Clerk
City of Red Deer
P.O. Box 5008
Red Deer, AB T4N 3T4

Dear Sir:

**Re: City of Red Deer
Application to Amend NUL Franchise Agreement
Red Deer Regional Hospital Intervention**

Please be advised that this office acts on behalf of the Red Deer Regional Hospital, who have instructed us to file an Intervention on their behalf in the above matter. I accordingly attach a copy of the Hospital's Intervention which will be elaborated on at the hearing scheduled tomorrow morning.

Yours truly,

CROWE DUHAMEL MANNING

PER:


DONALD J. MANNING

DJM/kc

Encl.



Red Deer Regional Hospital Centre

3042 50A Avenue

Red Deer, Alberta

T4N 4E7

Telephone - (403) 343-4422

Facsimile - (403) 343-4433

Mailing Address

P.O. Box 5030

Red Deer, Alberta

T4N 6R2

City of Red Deer Franchise Tax Intervention

This submission is made on behalf of the Red Deer Regional Hospital Centre. The application requests the approval of franchise tax rates that would result in significant natural gas bill increases to this facility, as detailed on Page 4 of the City's information package. As a public institution with a shrinking budget there is little or no opportunity to pass on or recoup the increased costs. Therefore service levels are likely to be adversely affected.

Specifically, the application seeks Board approval for amendment of NUL's schedule "A" designed to collect franchise taxes payable to the City of Red Deer. The existing schedule "A" percentages apply to all gross revenues within the Red Deer franchise, including gas costs. Under the proposed amendment, a 17% franchise tax rate will be applied to gross revenues, excluding gas cost recovery revenues. The City has indicated that this formula will generate revenues in 1995 equal to the revenues generated in 1994, under the old schedule.

We have some concerns with respect to the following.

- 1) The use of 1994 as the base year for setting the level of franchise tax rates.
- 2) The unreasonableness of a 50% increase in our franchise tax.
- 3) The lack of a cap on future revenues from franchise taxes.

The City indicates the forecast 1995 taxes under the proposed rates are equivalent to the 1994 taxes under existing rates. However 1994 franchise taxes were significantly higher than in previous years due to high gas costs in that year. Data obtained from City of Red Deer finance services show that over the last 12 years, revenue has averaged \$1.15 million and, if averaged over the last 6 years, \$1.21 million was generated. The 1994 figure is 35.8% higher than that of the 12 year average and 28% higher than the 6 year. We question the reasonableness of using 1994 as the base year for setting the franchise tax rates for 1995 and beyond.

One of the City's goals for this amendment was that it "not impact significantly on the current natural gas utility bills of Red Deer customers." We feel that an increase in cost of 50% is of serious impact and is neither fair nor just. The comment that the hospital will see a net decrease in billing costs is true, however, the rate changes that cause this are a separate issue and have already been dealt with by the board.

Another of the City's goals was to "over the years achieve an amount of franchise tax not subject to wide fluctuations that would be a more dependable source of revenue." We agree that the amendment will reduce fluctuations in revenue, however, should we have a cold winter with a commensurate increase in consumption, revenues may increase considerably. The City has shown its desire to stop any decrease in revenue, but has not addressed the possibility of an increase in revenue. Will the City agree to cap the amount of revenue that can be generated from the franchise tax?

In summary, we suggest as follows:

- 1) Reduce the proposed franchise tax rate to a level consistent with an annual average from several years data.

OWNERS & OPERATORS OF:

Red Deer General Hospital
3042 - 50A Avenue
T4N 4E7

St. Michael's Bonanza Auxiliary Hospital
3024 - 50 Avenue
T4N 4E7

Valley Park Mental Health Clinic
6505 - 50 Avenue
T4N 4E7

Red Deer Building Centre
4706 - 50 Avenue
T4N 4E7

Western Nipponia Inc.
4710 - 50 Avenue
T4N 4E7



Red Deer Regional Hospital Centre

3942 50A Avenue

Red Deer, Alberta

T4N 4E7

Telephone - (403) 343-4422

Facsimile - (403) 343-4433

Mailing Address

P.O. Bag 5030

Red Deer, Alberta

T4N 6R2

2) Implement a tax formula that treats each customer fairly, with no large increases or decreases in billing costs for anyone.

3) Include in the tax formula, a method of capping the total amount of revenue that can be generated annually.

I thank you.

K. Metcalfe
Director, Maintenance and Engineering



Henri St. Pierre
Maintenance Supervisor

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

August 31, 1994

Public Utilities Board
Government of the Province of Alberta
11th Floor, Manulife House
10055 - 106 Street
Edmonton, Alberta
T5J 2Y2

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

Dear Sir/Madam:

**RE: CITY OF RED DEER BYLAW 3115/94
PROPOSED AMENDMENT - NATURAL GAS FRANCHISE**

At The City of Red Deer Council Meeting held Monday, August 29, 1994, first reading was given to Bylaw 3115/94 which proposes to amend the Natural Gas Franchise.

Enclosed herewith for your information and records are the following:

- a) Certified copy of Bylaw 3115/94;
- b) Unsigned Amending Agreement;
- c) Natural Gas Supply and Special Franchise Contract Application.

Please note that we will also be forwarding a copy of the above noted documents to Northwestern Utilities Ltd.

I trust that once all the documentation is in order, you will be forwarding the appropriate Notice of Application to our office so that we may publish our intent in the local newspaper.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Director of Financial Services



a delight
to discover!



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

August 31, 1994

Northwestern Utilities Ltd.
10035 - 105 Street
Edmonton, Alberta
T5J 2Y2

Att: Manager,
Marketing and Sales

Dear Sir/Madam:

**RE: CITY OF RED DEER BYLAW 3115/94
PROPOSED AMENDMENT - NATURAL GAS FRANCHISE**

At The City of Red Deer Council Meeting held Monday, August 29, 1994, first reading was given to Bylaw 3115/94 which proposes to amend the Natural Gas Franchise.

Enclosed herewith for your information and records are the following:

- a) Certified copy of Bylaw 3115/94;
- b) Unsigned Amending Agreement;
- c) Natural Gas Supply and Special Franchise Contract Application.

For your information, we have also forwarded the above items to the Public Utilities Board. I trust that you will now be preparing and submitting to the Public Utilities Board the supporting information required by the Board's regulations to support this application for amendment, with a copy of same being forwarded to this office.

If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,


KELLY KLOSS
City Clerk

KK/clr
attchs.

cc: Director of Financial Services

 RED DEER

a delight to discover!

BYLAW NO. 3115/94

Being a Bylaw of The City of Red Deer to authorize the Mayor and City Clerk to execute an agreement with Northwestern Utilities Limited, to amend the subsisting special franchise agreement with Northwestern Utilities Limited.

WHEREAS The City of Red Deer has requested an amendment of the special franchise;

AND WHEREAS Northwestern Utilities Limited has agreed with the terms of the amendment;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 Under the authority of the Municipal Government Act, R.S.A. 1980, Chapter M-26, Section 281 be it enacted that the Mayor and City Clerk be authorized to sign the agreement which is attached to and forming part of this Bylaw and marked as Schedule "A" between The City of Red Deer and Northwestern Utilities Limited to amend the subsisting special franchise agreement with Northwestern Utilities Limited.
- 2 This Bylaw shall come into force upon the agreement being approved by the Public Utilities Board for the Province of Alberta, and upon being given Third reading and finally passed.

READ A FIRST TIME IN OPEN COUNCIL this 29 day of August, 1994.


READ A SECOND TIME IN OPEN COUNCIL this day of, 19.

READ A THIRD TIME IN OPEN COUNCIL this day of, 19.

MAYOR

This is to certify that Bylaw 3115/94 was given First Reading at the August 29, 1994 Meeting of Red Deer City Council, and that this is a certified

CITY CLERK


KELLY KLOSS, City Clerk

FORM OF APPLICATION

Public Utilities Board
11th Floor, Manulife House
10055-106 Street
Edmonton, Alberta
T5J 2Y2

Dear Sirs:

RE: AMENDMENT OF A NATURAL GAS SUPPLY AND SPECIAL FRANCHISE CONTRACT

The Council of the Municipality hereby applies to the Public Utilities Board for approval to amend a natural gas supply and special franchise contract between the Municipality and Northwestern Utilities Limited.

Enclosed herewith is a copy of By-Law No. 3115/94 read the first time on the 29 day of August, 19 94.

The Council hereby declares:

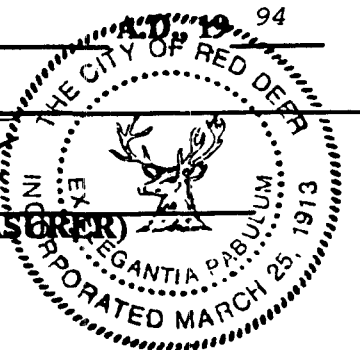
- a) That the natural gas supplier has fully discussed all proposed changes to the natural gas supply and special franchise contract with the Council and the Council understands the reasons for these amendments and is in agreement with them.

DATED THIS 31 DAY OF August

SIGNED: _____

(MAYOR)

(SECRETARY-TREASURER)



BYLAW NO. 2991/89

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

OF

THE CITY OF RED DEER

Being a Bylaw to authorize the Mayor and the City Clerk of The City of Red Deer to sign and execute on behalf of the City an agreement with Northwestern Utilities Limited amending and renewing a certain franchise agreement dated the 24th day of September, 1945 and made between the City and Northwestern Utilities Limited.

WHEREAS the City and Northwestern Utilities Limited entered into an agreement dated September 24, 1945, (hereinafter called the "Franchise Agreement") wherein the City was to be supplied with natural gas;

AND WHEREAS the City and Northwestern Utilities Limited agree that the date on which Northwestern Utilities Limited commenced to supply natural gas to the City pursuant to the original franchise agreement dated September 24, 1945, was the 22nd day of August, 1947;

AND WHEREAS the Franchise Agreement dated September 24, 1945, was renewed, extended and amended for a further period of ten (10) years from August 22, 1967, by agreement dated November 17, 1967;

AND WHEREAS the Franchise Agreement was renewed and extended for a further term of ten (10) years from the 30th day of May 1978, by agreement dated May 30th, 1978;

AND WHEREAS the City deems the privilege or franchise under consideration is necessary and proper for the public convenience and properly conserves the public interests.

NOW THEREFORE THE COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED ENACTS AS FOLLOWS:

1. The City of Red Deer hereby grants to Northwestern Utilities Limited (Company), its successors and assigns, a renewal of the franchise and the rights to be derived under the Franchise Agreement, for a further term of ten (10) years, in accordance with the provisions of the Agreement marked Schedule "A", hereto, and subject to any orders of the Public Utilities Board.
2. Upon the final passing of this Bylaw the Mayor and the City Clerk of the City are hereby authorized, empowered and directed to execute the said Agreement Schedule "A" hereto by, for, and on behalf of The City of Red Deer.

3. This Bylaw shall take effect upon the final passing thereof.

READ A FIRST TIME IN OPEN COUNCIL this 26 day of June 1989.

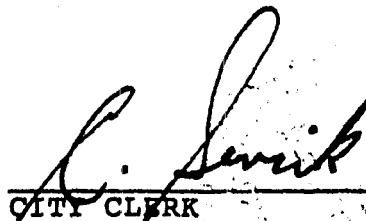
READ A SECOND TIME IN OPEN COUNCIL this 5 day of September 1989.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this 5 day
of September 1989.

MAYOR



CITY CLERK



RENEWAL AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this _____
day of _____ A.D., 19 _____.

BETWEEN:

THE CITY OF RED DEER
a municipal corporation in the Province of
Alberta
(hereinafter called the "City")

OF THE FIRST PART

- and -

NORTHWESTERN UTILITIES LIMITED
a corporation having its head office in the
City of Edmonton in the Province of Alberta
(hereinafter called the "Company")

OF THE SECOND PART

WHEREAS the City and Northwestern Utilities Limited entered into an agreement dated September 24, 1945 (hereinafter called "The Original Franchise Agreement"), wherein the City granted to Northwestern Utilities Limited a special franchise to supply natural gas to the City and the inhabitants thereof for the term of Twenty (20) years from the 30 day of November, 1947;

AND WHEREAS the City and the Company agree that the date on which the Company commenced to supply natural gas to the City pursuant to the original franchise agreement dated the 24th day of September, 1945 was the 22nd day of August, 1947;

AND WHEREAS the franchise agreement was renewed and extended for a further term of Ten (10) years from the 22nd day of August, 1967 by an agreement between the City and the Company dated the 17th day of November, 1967;

AND WHEREAS the franchise agreement was renewed and extended for a further term of Ten (10) years from the 30th day of May, 1978 by an agreement between the City and the Company dated the 30th day of May, 1978;

AND WHEREAS by amending the agreement dated May 10, 1982, the original agreement was amended to provide for the elimination of Company paid service lines;

AND WHEREAS the City and the Company are desirous of renewing the Original Franchise Agreement for a further period of ten (10) years with alterations as agreed between the City and the Company as hereinafter provided;

AND WHEREAS the Original Franchise Agreement together with all amendments and renewals is hereinafter referred to as the "Franchise Agreement";

NOW THIS AGREEMENT WITNESSETH THAT the Franchise Agreement shall be and it and all the terms, conditions and provisions thereof with alterations therein as hereafter provided are declared to be renewed and extended for a period of ten (10) years from the date of execution of this agreement; the terms, conditions, and provisions therefore being amended and altered by deleting all clauses thereof and substituting therefore the following:

1. The City hereby grants to the Company, its successors and assigns, subject to the terms and provisions hereinafter contained, an exclusive franchise for the purpose of providing a supply of natural gas to the City and its residents other than for the City's own industrial uses as provided in clause 19 together with the exclusive right, authority and permission to use, break up, dig, trench and excavate in the public streets, roads, squares, lanes, utility lots, alleys and/or other public highways or places within the jurisdiction of the City including any area or areas which may hereafter be added to or be incorporated within and with the City and otherwise do such work therein as may from time to time be required to locate, construct, lay, operate, maintain, repair, renew, extend, relay and/or remove the pipelines or lines, plant or equipment of the Company necessary to be installed for the purposes of the agreement.

2. The said franchise shall be in full force and effect for a period of ten (10) years from the date hereof with such alterations, if any, as may be agreed upon by the parties and approved by the Public Utilities Board.

3. The said pipelines shall be located in the lanes and alleys rather than in the streets and main thoroughfares of the City when reasonably practicable and where the cost of so doing will not be unreasonably great.

4. In respect to subsequent extensions of its distribution system, the Company agrees that a plan showing the location of the proposed extensions shall be first submitted to and approved of by any person or persons appointed by the Council of the City or its authorized officers for that purpose. The Company shall give notice to the person or persons so appointed as foresaid of its intention to open or break up any of the public streets, roads, squares, lanes, utility lots, alleys and/or other public highways or places in the City not less than ten (10) days before the beginning of such work, except in cases of emergency arising from defects or breaking of the pipe or other works, when immediate notice shall suffice.

5. The Company agrees with the City that it will do as little damage as possible in the execution of the powers hereby granted and will cause as little obstruction as possible during the progress of the work and at all other times and will restore the streets, highways, lanes and other places hereinbefore described within the limits of the City to a state of repair as nearly as possible equal to their former state. When the Company does not have the equipment or labour available to effect the necessary repairs, said repairs will be undertaken by the City at the Company's expense. In this event, the basis of charges to be used by the City shall be such amounts as have been reasonably and necessarily incurred in this regard.

6. The Company agrees to supply the City with a set of detailed plan sheets showing in detail the as constructed locations and alignments of the Company's pipelines. In addition, the Company agrees to supply the City with as many prints of the overall distribution system as the City may reasonably require. These plans and plan sheets will be brought up to date annually.

7. The Company agrees to supply the City's Fire Department with the equipment necessary for the operation of curb boxes and service valves so that in case of fire these may be turned off by the Fire Department if they reach the fire before the Company's representative in Red Deer. The City will notify one of the Company's representatives of every fire, or in the event that they cannot be reached, the Company's standby man who shall be on call 24 hours a day 7 days a week in Red Deer. The Company's representatives will give every possible assistance to the City in preventing, controlling and investigating fires.

8. The Company further agrees that it will protect and indemnify the City against any damages or expenses in connection with the execution of the powers hereby granted and from and against all claims, demands and actions by third persons in respect of damages sustained by reason of any operations of the Company except to the extent that such claim, loss, damages or expenses was caused or contributed to by the fault or negligence of the City.

9. The Company agrees at its own expense and at the request of the City to change the location of any of its pipelines when any of the public streets, roads, squares, lanes, utility lots or other public highways within the City are closed by any by-law of the Council for any public purpose and to carry out such change within a reasonable time; provided, however, that should any of the public streets, roads, squares, lanes and/or other public highways within the City be legally closed for any other reasons, the Company will at the expense of the person or persons for whose benefit such closure was made relocate its pipelines with reasonable speed. In addition, the City agrees that where the Company is required by reason of construction, replacement, repair or alteration by the City in respect of any of its public services, to lower, move, repair, protect or otherwise be put to expense with regard to any of the Company's facilities, such expenses will be borne by the City unless such facilities were not located in accordance with the line assignment given for the facilities in question.

10. Before the City undertakes any construction, replacement, repairs or alterations in respect of any of its public works, the construction, replacement, repairs or alterations of which may in any way affect any of the Company's pipeline or lines, plant or equipment, the City shall give to the Company or its representative in the City ten (10) days' notice in writing, except in cases where the construction, replacement, repairs or alterations by the City are required to be done immediately, when any notice shall suffice. The City agrees with the Company that during any such construction, replacement, repairs or alterations in respect of any of the public works of the City either by itself or its agents, that it will do as little damage as possible to the pipeline or lines, plant or equipment of the Company and the City further agrees to protect, indemnify and save harmless the Company from and against any claims, loss, damages or expenses made against or sustained by the Company by reason of, arising out of or in any way connected

with any such operation of the City except to the extent that such claim, loss, damages or expense was caused or contributed to by the fault or negligence of the Company.

11. A meter which shall be owned by the Company shall be installed for each customer without charge by the Company at a location to be determined by the Company.

12. The Company shall charge for natural gas supplied to the City and its residents such prices and rates as may be approved or fixed from time to time by the Public Utilities Board of Alberta.

13. Other than for its own industrial uses as provided in clause 19, the City agrees that it will not, during the term hereof, grant to any other person, firm or corporation, the right to lay pipes in its public streets, roads, squares, lanes, utility lots, alleys and other public highways or places for the purpose of supplying natural gas to or in the City for any purpose, so long as the Company supplies to the City and its residents their reasonable requirements of natural gas and provided the Company is not in default of the terms hereof.

14. IT IS FURTHER AGREED that at the expiration of the term hereof this franchise may be renewed for a period not exceeding ten (10) years (and so on from time to time) with such alterations, if any, as may be agreed upon by the parties and approved by the Public Utilities Board and that if either party refuses to renew such franchise or if the parties fail to agree as to the conditions of such renewal, then the City, subject to the consent of the Public Utilities Board, may purchase all the rights of the Company within the City limits (as defined) in all matters and things under this franchise and in all apparatus and property situated within the City limits used for the purpose of supplying gas to the City and its residents for such price and on such terms as may be agreed upon with the Company, or failing such agreement, then for such price and on such terms as may be fixed by the Public Utilities Board on the application of either of the parties hereto, but nothing shall be

claimed by or paid to the Company for any and all franchise or franchises received from the City. This clause shall not be taken or read as referring to any property or apparatus forming part of the plant used in connection with the supplying of natural gas to other cities, towns, villages or municipalities.

15. The City consents to exercise within the City by the Company and its successors and assigns, of the powers which may be exercised by a Company with the consent of the municipality under and pursuant to the provisions of the Water, Gas, Electric and Telephone Companies Act.

16. The parties agree that with the approval of the Public Utilities Board and upon execution of this agreement, the Company, after the said date of execution, shall pay (as hereinafter mentioned) and the City shall accept 8.40% of the annual gross revenues of the Company derived from the sale of gas to domestic and commercial customers and to industrial customers served under Rate No. 1 General Rate or Rate No. 2 Optional Rate and 3.09% of the annual gross revenues of the Company derived from the sale of gas to industrial customers served under Rate No. 3 - Optional High Load Factor Rate, all within the City (exclusive of the aforementioned payment to the City) during the particular calendar year, in lieu of taxing the special franchise, lands, buildings, improvements, pipelines, works, machinery, equipment and apparatus belonging to and used by the Company in the exercise of the franchise. "Said payments in lieu of taxes"

- (a) shall commence with the first billing sent by the Company to the customer for the period of gas delivery commencing:
 - i. after the date of this agreement and
 - ii. after the Public Utilities Board has by order approved any change in rates to the customer made necessary by this paragraph 16.
- (b) for parts of a calendar year shall be apportioned according to the said gross revenue during the relevant part of the calendar year;

- (c) shall be made on a monthly basis on the 15th day of the month following receipt by the Company of the gross revenue to which the fixed percentage applies.

Provided, however, if the Company shall at any time own any lands within the corporate limits of the City, upon which is situated any building or buildings used either in whole or in part as a dwelling or dwellings, or occupied by any person or corporation other than the Company, then the same shall be liable to assessment and taxation in the same manner as other property in the vicinity of such parcel or parcels.

17. The Company will not without the consent of the City which consent will not be unreasonably or arbitrarily withheld, assign this franchise agreement or the rights, powers and privileges granted hereby or any of them.

18. This agreement shall enure to the benefit of and shall be binding upon successors and assigns of each of the parties hereto.

19. Upon giving a minimum of 12 months written notice to the Company, the City may elect, subject to agreement between the Company and the City, to supply natural gas for its own industrial uses at locations within the City from properties located within the boundaries of the City in which the City has mineral and/or surface rights. The City will endeavor to give more notice if possible.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals under the hands of their proper officers in that behalf, as of the day and year first above written.

THE CITY OF RED DEER

NORTHWESTERN UTILITIES LIMITED

THIS IS MEMORANDUM OF AGREEMENT REFERRED
TO IN THE FOREGOING BY-LAW AS SCHEDULE "A".

MEMORANDUM OF AGREEMENT made this 24th day of September

A.D. 1945;

BETWEEN:-

THE CITY OF RED DEER, in the
Province of Alberta, (here-
inafter called "the City")

OF THE FIRST PART,

- and -

NORTHWESTERN UTILITIES, LIMITED,
a body corporate having its head
office at the City of Edmonton,
in the Province of Alberta, (here-
inafter called "the Company")

OF THE SECOND PART;

WHEREAS the Company proposes to construct a pipe line
for the transporting of natural gas from a point on its existing
transmission line near Poe, in the Province of Alberta, to the
City of Red Deer, in the Province of Alberta;

AND WHEREAS the Company proposes to enter into a contract
with the City for the purpose of supplying to the City and the
inhabitants thereof such natural gas as they may require;

NOW IT IS MUTUALLY COVENANTED AND AGREED by and between
the parties hereto as follows:-

1. The Company agrees on or before the 30th day of November, 1947,
to provide the City and the inhabitants thereof with a supply of natural
gas, and the City hereby grants to and confers upon the Company, its

successors and assigns, a special franchise to supply natural gas to the City and the inhabitants thereof for the term of twenty (20) years from the said 30th day of November, 1947, or from such earlier date as that upon which the Company may commence to supply natural gas pursuant to this agreement, subject to the renewal of the said franchise or to the purchase by the City of the Company's plant and equipment as hereinafter provided;

Provided that the Council of the City shall have power to extend the time for the provision by the Company of the said supply of natural gas beyond the said 30th day of November, 1947, on good cause shown by the Company;

Provided further that should the Company at any time prior to the said 30th day of November, 1947, conclude that it cannot for any reason undertake the work necessary to perform this agreement the Company will forthwith notify the City in writing of such conclusion and upon such notification being given this agreement shall forthwith be cancelled, determined and at an end.

2. The City hereby grants to the Company, its successors and assigns, approved by the City, subject to the terms conditions and provisos herein contained, permission and power to use, break up, dig, trench, and excavate in the public streets, roads, squares, lanes and (or) other public highways of the City and otherwise do such work therein as may from time to time be required to lay, operate, maintain, repair, renew, extend, relay and (or) remove the pipe lines of the Company necessary to be installed for the purposes of this agreement.

It is understood and agreed that the said pipe lines shall be located in the lanes and alleys rather than in the streets and main thoroughfares of the City when reasonably practicable and where the cost of so doing will not be unreasonably great.

A plan of the original distribution system showing the proposed location of the said pipe lines as aforesaid shall be first submitted to the City and approved by the Council of the City.

In respect of subsequent extensions of its distribution system the Company agreed that a plan showing the location of the proposed extensions shall be first submitted to and approved of by any person or persons appointed by the Council of the City for that purpose. The Company shall give notice to the person or persons so appointed as aforesaid of its intention to open or break up any of the public streets, roads, squares, lanes and/or other public highways in the City not less than two days before the beginning of such work, except in cases of emergency arising from defects or breaking of the pipe or other works, when immediate notice shall suffice.

The Company agrees at its own expense to change the location of any of its pipe lines as soon as possible when any of the public streets, roads, squares, lanes and/or other public highways within the City are legally closed for Municipal or School purposes, and to carry out such change with all reasonable speed.

Should any of the public streets, roads, squares, lanes and (or) other public highways within the City be legally closed for any other purpose the Company will at the expense of the person for whose benefit the area was closed, re-locate its pipe lines as speedily as possible.

The Company agrees with the City that it will do as little damage as possible in the execution of the powers hereby granted and will cause as little obstruction as possible during the progress of the work and at all other times and will restore the streets,

highways, lanes and other places hereinbefore described within the limits of the City to a state of repair as nearly as possible equal to their former state and maintain the same in such state for a period of two years, ordinary wear and tear excepted.

The Company further agrees that it will protect and indemnify the City against any damages or expenses in connection with the execution of the powers hereby granted and from and against all claims, demands and actions by third persons in respect of damages sustained by reason of any operations of the Company in relation to its undertaking.

3. Before the City makes any repairs or alterations to any of its public services, the repairs or alterations of which may in any way affect any of the Company's pipe lines, plant or equipment, the City shall give the Company's representative in the City two days' notice, except in cases where the repairs or alterations by the City are required to be immediately done, when any notice shall suffice. The Company shall thereupon be entitled to appoint a representative to supervise such repairs and alterations and so long as the reasonable directions of the Company's representative are complied with the City shall be free from all liability in connection with any damage done by reason of such repairs or alterations.

4. The Company will with all reasonable diligence commence and complete the construction of such transmission and distribution pipe lines as in the opinion of the Company may be necessary to convey the said natural gas from the Company's pipe line near Pos. as aforesaid, to the City and to distribute the said natural gas to the City and the inhabitants thereof. Provided that should the

Company fail to perform its covenants in this paragraph contained the City may at its option by written notice terminate this agreement, and all right, title and interest of the Company herein and hereunder shall forthwith cease and determine. Provided further that the Company shall not be deemed to be in breach of the covenant in this paragraph contained if it shall have completed the said works and shall have commenced to distribute the said natural gas to the City and to the inhabitants thereof on or before the said 30th day of November, 1947, or on or before such later date as may be agreed upon between the parties as hereinbefore provided.

5. The Company shall during the term of the said franchise supply as much natural gas as may be required by the said City and (or) its inhabitants within the limits of the City when the places or buildings to be supplied therewith are situated on land lying along the line of any low pressure distribution line of the Company. The property line shall be the place of delivery of all natural gas supplied to customers in the City but the Company shall also instal the pipe line from the property line to a meter suitably located in the customer's premises, the said pipe line and meter to be owned and supplied without charge by the Company and to be installed at a location to be determined by the Company. The expense and risk of utilizing and using such natural gas after delivery at the said property line shall be borne by the customer in all cases where the damage resulting from such risk is not attributable to any negligence of the Company, its officers, agents or servants.

6. The By-law of the City authorizing the execution of the

within franchise agreement shall after the second reading thereof be submitted by the City to a vote of the burgesses and the said agreement shall become binding on the City only upon approval of the said By-law being given by the votes of two-thirds of the burgesses voting thereon, provided that when the said franchise agreement shall have so become binding the City will at the request and at the expense of the Company join with the Company in and give its support to an application to the Legislature of the Province of Alberta for an Act of the said Legislature validating the said franchise agreement.

7. The maximum monthly rates which the Company will charge the City and (or) the inhabitants thereof for natural gas sold to and within the City shall be as set out in the following schedule, viz:

GENERAL RATE

<u>Availability:</u>	Available to all customers		
<u>Rates:</u>	First	4 M.C.F.	- \$ 2.50
	All additional	M.C.F.	- .35 per M.C.F. per month.
	MINIMUM	-	\$ 2.50 per month.

General Conditions:

- (1) When accounts are not paid on or before the due date the charge per M.C.F. shall be increased by 3¢ (Three cents) per M.C.F. and the gross rate so arrived at shall apply.

COMMERCIAL AND INDUSTRIAL RATES

Availability: This schedule is available to all Commercial and Industrial Customers.

Net Rates

- (a) Customers whose annual consumption is not greater than 1,500 M.C.F. per year:

Fixed Charge Five Dollars (\$5.00) per month
plus
Consumption Charge Twenty-eight cents (28¢) per M.C.F.
per Month.

- (b) Customers whose annual consumption is greater than 1,500 M.C.F. per year:

Fixed Charge Ten Dollars (\$10.00) per month
plus
Consumption Charge Twenty-four cents (24¢) per M.C.F.
per Month.

GENERAL CONDITIONS:

- (1) This schedule is available only on annual contract, which shall continue from year to year thereafter until either party shall give to the other party at least thirty (30) days prior to the expiration of any such year a written notice of desire to terminate same, whereupon, at the expiration of such year, it shall cease and determine.
- (2) When accounts are not paid on or before the due date the charge per M.C.F. shall be increased by Three cents (3¢) per M.C.F. and the gross rate so arrived at shall then apply.
- (3) When a customer has been billed under one sub-section (a or b) of this rate or under the General Rate and at the end of the year if it would have been cheaper to the customer to have been billed under another sub-section or the General Rate, his account shall be adjusted and the necessary refund made by the Company.

PROVIDED, however, that the Company may sell natural gas to the City and (or) the inhabitants thereof at rates lower than those set out in the said schedule in cases where the quantity of consumption, load factor, and (or) off peak demand warrant it in so doing.

B. The City agrees that it will not, for a period of twenty years, grant to any other person, firm or corporation the right to lay pipes in its streets, highways, lanes, alleys and other public places for the purpose of supplying natural gas to or in

the City for any purpose, so long as the Company supplies to the City and the inhabitants thereof their reasonable requirements of natural gas.

9. It is further agreed that at the expiration of the term hereof this contract may be renewed for a period not exceeding ten (10) years (and so on from time to time) with such alterations, if any, as may be agreed upon by the parties and approved by the Board of Public Utility Commissioners, and that, if either party refuses to renew such contract, or if the parties fail to agree as to the conditions of such renewal, then the City may purchase all the rights of the Company within the City limits in all matters and things under contract, and in all apparatus and property situated within the City limits for the purpose of supplying gas to the inhabitants of the City for such price and on such terms as may be agreed upon with the Company, or failing such agreement, then for such price and on such terms as may be fixed by the Board of Public Utility Commissioners on the application of either of the parties hereto, but nothing shall be claimed by or paid to the Company for any and all franchise or franchises received from the City.

10. So long as the City does not assess for taxation the transmission and distribution systems of the Company situate within the City for municipal, school or other purposes, the Company will pay to the City, in lieu of such taxation, in each and every year five per cent. (5%) of the gross receipts of the Company derived from the sale of natural gas within the City, providing that in the event of the City electing, at any time within five years from the date of the commencement of the franchise hereby granted, to assess the said systems of the Company for

the said purposes, the City shall thereafter, during the balance of the said period of five years, continue to assess the Company's system for taxation as aforesaid. Provided that after the expiration of the said period of five years and within six months from the beginning of each succeeding five year period, the City shall have the right to elect whether it shall for the then ensuing five year period, be paid 5% of the gross receipts of the Company or assess for taxation the said system of the Company.

11. The City doth hereby consent to the exercise within the City by the Company and its successors and assigns approved of by the City, of the powers which may be exercised by a company with the consent of the Municipality under and pursuant to the provisions of the Water, Gas, Electric and Telephone Companies Act.

12. The Company will submit to the City a statement of the expenditures of the Company in connection with the construction of its pipe line south of its existing transmission system near Poe and separately of each of its distribution systems served by the said pipe line, and from year to year of the cost of additions to and extensions thereof and depreciation and amortization charged. All such statements shall be certified as correct by the Company's auditors and the City shall have the privilege of sending to the Company's offices at any convenient time the City's auditors for the purpose of checking and verifying the said statements.

13. If at any time during the term of this agreement any dispute, difference or question shall arise between the parties hereto, touching the construction, meaning or effect of this agreement or concerning any clause or thing herein contained or the rights or liabilities

of the parties respectively under this agreement, then every such dispute, difference or question not within the jurisdiction of the Board of Public Utility Commissioners of the Province of Alberta to decide shall be referred to a mutually satisfactory arbitrator, who shall act as sole arbitrator and in the event of disagreement on the selection of the arbitrator, such arbitrator shall be named and appointed by the Chief Justice of the Province of Alberta, and the award or determination which shall be made by such arbitrator shall be final and binding upon the parties hereto.

14. The Company shall not nor will, without the consent of the Council of the City first had and obtained, assign, whether absolutely or by way of security, this agreement or the rights, powers and privileges granted hereby or any of them.

15. In the event that the Company fails to complete the construction of the pipe line from a point on its existing transmission line as far as a point on the boundaries of the City of Wetaskiwin by the 30th day of November, A. D. 1946, notwithstanding anything hereinbefore contained in this agreement, the City shall have the right at its sole option to terminate this agreement by giving to the Company written notice of termination on or before the 31st day of December, A. D. 1946, and upon such notice being given as aforesaid this agreement shall thereupon cease to have any further force or effect.

16. This agreement shall enure to the benefit of and shall be binding upon the successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corporate seals to be affixed, authenticated by the signatures of their proper officers, the day and year first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

Hubbard Mayor
Robert sec. Gen

NORTHWESTERN UTILITIES, LIMITED

John Garrett
GENERAL MANAGER
W. McKeefe
SECRETARY-TREASURER

THIS IS SCHEDULE "A" forming part of
By-Law 2274 of the City of Red Deer

MEMORANDUM OF AGREEMENT made this 17th day of November 1967:
BETWEEN:

THE CITY OF RED DEER,
a municipal corporation in the
Province of Alberta,
(hereinafter called "the City"),

OF THE FIRST PART

- and -

NORTHWESTERN UTILITIES, LIMITED,
a body corporate having its head
office at the City of Edmonton,
in the Province of Alberta,
(hereinafter called "the Company")

OF THE SECOND PART.

WHEREAS by Agreement made on the 24th day of September, 1945,
(hereinafter called "the franchise agreement") the city granted to the
Company a special franchise to supply natural gas to the City and the
inhabitants thereof for the term of Twenty (20) years from the 30th day
of November, 1947, or from such earlier date as that upon which the
Company may commence to supply natural gas pursuant to the original
agreement; and

WHEREAS the City and the Company agree that the date on which
the Company commenced to supply natural gas to the City pursuant to the
original franchise agreement dated 24th day of September, 1945, was the
22nd day of August, 1947; and

WHEREAS in and by the franchise agreement it was agreed between the City and the Company that at or before the expiration of the term thereof the said franchise agreement might be renewed for a period not exceeding Ten (10) years and so on from time to time with such alterations, if any, as might be agreed upon by the parties and approved by the Public Utilities Board; and

WHEREAS it has been agreed between the City and the Company that the franchise agreement be renewed upon and subject to the terms of this agreement; and

WHEREAS the terms of this agreement have been approved by the Public Utilities Board;

NOW THEREFORE IT IS MUTUALLY CONVENANTED AND AGREED by and between the parties hereto as follows:

1. The City hereby gives, grants and confers upon the Company, its successors and assigns a renewal of the special franchise to supply natural gas to the City and the inhabitants thereof for a renewed term of Ten (10) years from the 22nd day of August, 1967, upon and subject to the terms and conditions of the original franchise agreement dated the 24th day of September, 1945, as amended and altered by this agreement.

2. That the original Franchise Agreement dated the 24th day of September, 1945 be and the same is hereby altered and amended as follows:

a) By striking out Clause 7 of the Franchise Agreement and substituting therefor the following:

"7. The Company shall charge for natural gas supplied to the City and/or the inhabitants thereof such price or rates as may be approved or fixed from time to time by the Public Utilities Board."

b) By striking out Clause 8 and substituting therefor the following:

"8. The City agrees that it will not during the term of the renewed franchise agreement or any further renewal thereof grant to any other person, firm or corporation the right to lay pipes in its public streets, roads, squares, lanes, alleys and other public highways or places for the purpose of conveying or supplying natural gas to or in the City for any purpose so long as the Company supplies to the City and the inhabitants thereof their reasonable requirements of natural gas."

c) By striking out Clause 10 and substituting therefor the following:

"10. The Company agrees to pay to the City for the period from the 1st day of September, 1967 to the 22nd day of August, 1977 on the sale of gas within the limits of the City of Red Deer as they exist from time to time an amount equal to the sum of seven and three-quarter per cent ($7\frac{3}{4}\%$) of the gross receipts of the Company during the said period from the sale of gas to domestic and commercial customers and to industrial customers served under Rate No. 1 General Rate or Rate No. 2 Optional Rate and three per cent (3%) of the gross receipts of the Company during the said period from the sale of gas to industrial customers served under Rate No. 3 - Optional High Load Factor Rate, the said amount to be paid annually on or before the 1st day of March in each year

commencing with the 1st day of March, 1968 for the amount payable hereunder for the preceding calendar year.

"The City agrees to accept the payments made to it by the Company under the preceding paragraph hereof in lieu of and in satisfaction of:

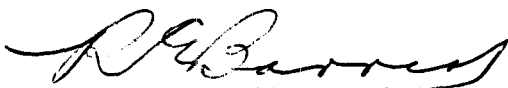
- (a) the five per centum (5%) of the gross receipts of the Company from the sale of natural gas payable by the Company under paragraph 10 of the original Red Deer franchise; and
- (b) one-third of all taxes of any and all kinds howsoever payable by the Company to the City with respect to the calendar year 1967; and all taxes of any and all kinds howsoever payable by the Company to the City with respect to the calendar years 1968 to 1977, inclusive, and in particular without restricting the generality of the foregoing in lieu of all franchise taxes and taxes on lands, buildings, improvements, pipe lines, works, transmission lines, plant, machinery, equipment and apparatus owned by the Company and used solely by it for the purpose of buying, producing, selling and distributing natural gas, provided that notwithstanding the foregoing the Company shall pay to the City frontage taxes, business taxes, special taxes, if any, imposed pursuant to sections 537 to 542, inclusive, of the City Act,

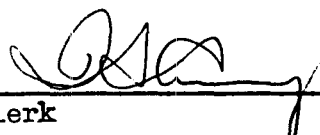
special frontage assessments, and special local benefit assessments, if any, imposed pursuant to Part IX of the said Act."

3. This agreement shall enure to the benefit of and shall be binding upon the successors and assigns of each of the parties hereto.

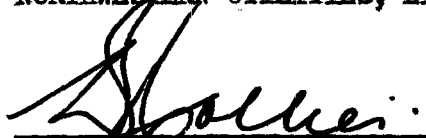
IN WITNESS WHEREOF the parties hereto have hereunto caused their respective corporate seals to be affixed, authenticated by the signatures of their proper officers as of the day and year first above written.

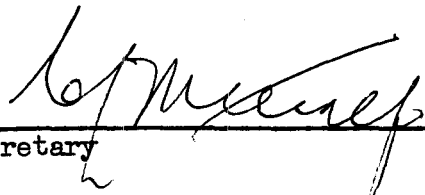
THE CITY OF RED DEER

Per: 
Mayor

Per: 
City Clerk

NORTHWESTERN UTILITIES, LIMITED

Per: 
General Manager

Per: 
Secretary

BY - LAW NO 1072

BY-LAW TO GRANT TO NORTHWESTERN UTILITIES LIMITED A SPECIAL FRANCHISE TO SUPPLY TO THE CITY OF RED DEER AND THE INHABITANTS THEREOF NATURAL GAS

WHEREAS Northwestern Utilities Limited has applied to the Council of the City of Red Deer for the grant to it of the right to supply to the City of Red Deer and the inhabitants thereof such natural gas as may be required by the City and its inhabitants;

AND WHEREAS for the purposes aforesaid the Council of the said City of Red Deer deems it expedient to grant such right and for that purpose to enter into an agreement with Northwestern Utilities Limited in the words and figures contained in the Memorandum of Agreement annexed and marked Schedule "A" to this By-law;

BE IT THEREFORE ENACTED by the Council of the City of Red Deer as follows:-

1. The City of Red Deer hereby grants to Northwestern Utilities Limited the special franchise which the Memorandum of Agreement hereto attached and marked as Schedule "A" purports to grant to it, subject nevertheless to all the covenants, conditions, provisos, restrictions, penalties and other terms set forth in the said agreement.
2. Upon the final passing of this By-law the Mayor and the Secretary-Treasurer of the City of Red Deer are hereby authorised and empowered to execute for and on behalf of the said City of Red Deer the said Memorandum of Agreement, a copy whereof is attached hereto and marked Schedule "A" to this By-law.
3. This By-law shall take effect on the final passing thereof.


Mayor.


Secretary-Treasurer.

BY-LAW NO. 1227

A by-law of the City of Red Deer authorizing the holding of a plebiscite on the agreement giving a franchise to the Northwestern Utilities Limited.

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

1. That a vote be taken by plebiscite on the proposed agreement between the Northwestern Utilities Limited and the City of Red Deer authorizing the City to grant to the Northwestern Utilities Limited a franchise to supply natural gas to the City and its inhabitants as embodied in the proposed agreement to be advertised in the Red Deer Advocate on the 29th day of August, and 5th day of September, 1945.

2. That the vote of the duly qualified burgesses shall be taken on the 24th day of September, 1945, in the Library at the City Hall, in the City of Red Deer, commencing at the hour of nine o'clock in the forenoon until five o'clock in the afternoon of the same day, and that R. S. Gillespie be the returning officer and G. H. Lindsay be the Deputy Returning Officer for taking the same.

3. That the ballot to be submitted to the public and the question to be voted on shall be as follows,-

Are you in favour of the proposed agreement	(FOR THE BY-LAW
between the Northwestern Utilities Limited	{
and the City of Red Deer for the supply of	{
natural gas to the City and its inhabitants?	{ AGAINST THE BY-LAW
	{
	{

4. That the said returning officer shall sum up the number of votes for and against the plebiscite on the 24th day of September, 1945, at the hour of six o'clock in the afternoon at the said Library.

DONE AND PASSED in open council this 21th day of August, A.D., 1945.

H. W. Halladay

Mayor.

A. G. Ayres

Acting Secretary-Treasurer.

A By-law approving the addition to the schedule of rates set out in the franchise agreement between the City of Red Deer and Northwestern Utilities, Limited of a rate to be known as the "High Load Factor Rate."

WHEREAS Northwestern Utilities Limited entered into an agreement with the City of Red Deer, dated September 24, 1945, for the purpose of supplying natural gas to the said City and its inhabitants:

AND WHEREAS the said agreement was approved by Order No. 10314 of the Board of Public Utility Commissioners, dated August 16th, 1945.

AND WHEREAS it appears advisable to add to the schedule of rates in the said agreement set out an additional rate as hereinafter set out:

BE IT ENACTED as a By-Law of the City of Red Deer that the approval of the said Town is hereby given to the addition as aforesaid to the schedule of rates in the said agreement set out of a rate to be known as the "High Load Factor Rate," the particulars of which are:-

"High Load Factor Rate:

1. A Fixed monthly charge of \$20.00 plus an additional monthly charge of \$1.00 per 1,000 cubic feet of maximum 12-hour demand as hereinafter defined, and a consumption charge of 18¢ per m.c.f. for the first 1,000 m.c.f. of gas consumed per month, and 15¢ per m.c.f. for the next 1,000 m.c.f. consumed per month and 12¢ per m.c.f. for all over 2,000 m.c.f. consumed per month shall be made to all consumers who are eligible for the said rate.

2. The said High Load Factor Rate shall be available only on annual contract to consumers whose annual consumption of gas is not less than 6,000 m.c.f., and whose total consumption during the six meter reading periods ending in May, June, July, August, September and October is not less than 40% of the total consumption of such consumers during the 12 meter reading periods ending in the calendar months of January to December inclusive.

3. The maximum 12-hour demand shall be the greatest amount of gas in cubic feet delivered in any 12 consecutive hours during the current billing period or the preceding 11 billing periods, as ascertained by the Company. In the case of a new consumer of gas, the said maximum 12-hour demand shall be estimated by the Company. The Company will upon receipt of a written request from a consumer, install a recording meter to measure the said maximum 12-hour demand. In such event the maximum 12-hour demand established for the current period or for the previous eleven billing periods whether ascertained by the Company as aforesaid or as measured by the said recording meter, shall apply.

Provided, however, that the Company may with the consent of the consumer estimate the maximum 12-hour demand taking into consideration such factors as the effect of the consumer's demands for gas upon the Company's peak load or any other relevant factor.

4. The said High Load Factor Rate shall apply from year to year to those consumers applying therefor, subject to any further order of the Board and subject to termination by either party upon the giving to the other party of 30 days' notice of termination in writing prior to the expiration of any contract year, and that at the termination of such year, the contract shall thereupon terminate.

5. The "Rules and Regulations" of the Company as approved and amended by the Board from time to time shall form part of and apply to all contracts entered into pursuant to this Order notwithstanding anything herein contained, but in the event of any contradiction or ambiguity the terms hereof shall prevail.

6. Nothing in this Order shall be deemed to affect the Board's continuing jurisdiction over the rates charged by the Company.

OPTIONAL HIGH LOAD FACTOR RATE (Camrose-Red Deer Extension)

Availability: To consumers on annual contract whose annual consumption of gas is not less than 6,000 m.c.f., and whose total consumption during the six meter reading periods ending in May, June, July, August, September and October, is not less than 40% of their total consumption for the year.

Fixed Charge	\$20.00 per month plus 1.00 per month per 1,000 cu. ft. of maximum 12-hour demand.	
Commodity Charge	1st 2,000 m.c.f. per month	\$.18 per M.
	Next 2,000 m.c.f. per month	.15 per M.
	All additional per month	.12 per M.

Minimum Monthly Charge fixed charge.

Determination of Demand: The maximum 12-hour demand shall be the greatest amount of gas in cubic feet delivered in any 12 consecutive hours during the current billing period or the preceding 11 billing periods as ascertained by the Company. In the case of a new consumer of gas, the said maximum 12-hour demand shall be estimated by the Company. The Company will upon receipt of a written request from a consumer install a recording meter to measure the said maximum 12-hour demand. In such event the maximum 12-hour demand established for the current period or for the previous 11 billing periods whether ascertained by the Company as aforesaid or as measured by the said recording meter shall apply. Provided, however, that the Company may with the consent of the Consumer estimate the maximum 12-hour

demand taking into consideration such factors as the effect of the consumer's demands for gas upon the company's peak load or any other relevant factor.

Term of Contract: One year and thereafter until terminated by thirty days' written notice.

DONE AND PASSED in open Council this ¹⁴ day of February, A.D. 1946.


Mayor.


Secretary-Treasurer.

BY-LAW NO. 2274

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CITY CLERK OF THE CITY OF RED DEER TO SIGN AND EXECUTE ON BEHALF OF THE CITY AN AGREEMENT WITH NORTHWESTERN UTILITIES, LIMITED, AMENDING AND RENEWING THE FRANCHISE AGREEMENT DATED THE 24th DAY OF SEPTEMBER, 1945, MADE BETWEEN THE CITY AND THE SAID COMPANY.

WHEREAS it is deemed expedient to renew and amend the franchise agreement made and entered into between the City of Red Deer and North-western Utilities, Limited, dated the 24th day of September, 1945, as set forth in the Agreement hereto annexed and marked as Schedule "A".


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

1. That the franchise Agreement made between the City and North-western Utilities, Limited, dated the 24th day of September, 1945, be renewed for a period of Ten (10) years upon and subject to the terms and conditions set forth in the agreement hereto annexed and marked as Schedule "A".
2. That the Mayor and City Clerk of the City are hereby authorized to affix the seal of the City to the agreement set forth in Schedule "A" hereto annexed and to execute the same in the name and on behalf of the City.

READ A FIRST TIME IN OPEN COUNCIL this 11th day of September A.D. 1967.

READ A SECOND TIME IN OPEN COUNCIL this 6th day of November A.D. 1967.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this 6th day of November A.D. 1967.



MAYOR



CITY CLERK

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

BYLAW NO. 2686/80

of

THE CITY OF RED DEER

BEING A BYLAW TO AUTHORIZE THE MAYOR AND SECRETARY/TREASURER OF THE CITY TO SIGN AND EXECUTE ON BEHALF OF THE CITY AN AGREEMENT WITH NORTHWESTERN UTILITIES LIMITED AMENDING THE NATURAL GAS SUPPLY AND SPECIAL FRANCHISE AGREEMENT MADE BETWEEN THE CITY AND THE SAID COMPANY

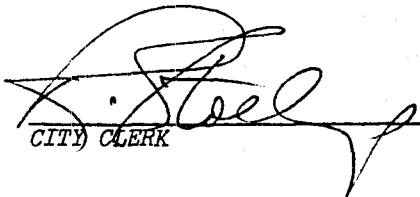
WHEREAS it is deemed expedient to amend the Natural Gas Supply and Special Franchise Agreement with Northwestern Utilities Limited to provide for the elimination of Company paid service lines;

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

(1) That the Mayor and Secretary/Treasurer of the City are hereby authorized to affix the seal of the City to the Agreement set forth in Schedule "A" hereto annexed and to execute the same on behalf of the City.

READ A FIRST TIME IN OPEN COUNCIL this 7 day of July A.D., 1980.

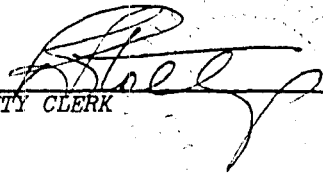

MAYOR


CITY CLERK

READ A SECOND TIME IN OPEN COUNCIL this 10 day of May A.D., 1982

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this 10 day of May A.D. 1982


MAYOR


CITY CLERK

AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN
NORTHWESTERN UTILITIES LIMITED AND THE CITY OF
RED DEER

Northwestern Utilities Limited and the City of Red Deer hereby mutually agree as follows:

(1) Paragraph 14 of the Franchise Agreement between the parties is hereby deleted, and the following substituted:

The Company shall install a meter without charge to the customer at a location to be determined by the Company.

NORTHWESTERN UTILITIES LIMITED

Per: 

Per: 

CITY OF RED DEER

Per: 

Per: 

BY-LAW NO. 2577-78

OF

BACKUP INFORMATION
NOT SUBMITTED TO COUNCILTHE CITY OF RED DEER

Being a Bylaw to authorize the Mayor and the City Clerk of The City to sign and execute on behalf of the City an agreement with Northwestern Utilities Limited amending and Renewing a certain franchise agreement dated the 24th day of September, 1945 and made between the City and Northwestern Utilities Limited.

WHEREAS the City and Northwestern Utilities Limited entered into an agreement dated September 24th, 1945, (hereinafter called the "Franchise Agreement") wherein the City was to be supplied with natural gas, and;

WHEREAS the City and Northwestern Utilities Limited agree that the date on which Northwestern Utilities Limited commenced to supply natural gas to the City pursuant to the original franchise agreement dated September 24, 1945, was the 22nd day of August, 1947; and

WHEREAS the Franchise Agreement dated September 24, 1945, was renewed, extended and amended for a further period of ten (10) years from August 22, 1967, by agreement dated November 17, 1967; and

WHEREAS the City deems the privilege or franchise under consideration is necessary and proper for the public convenience and properly conserves the public interests;

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

1. The City of Red Deer hereby grants to Northwestern Utilities Limited (Company), its successors and assigns, a renewal of the franchise and the rights to be derived under the Franchise Agreement, for a further term of ten (10) years, in accordance with the provisions of the Agreement marked Schedule "A", hereto, and subject to any orders of the Public Utilities Board.

- 2 -

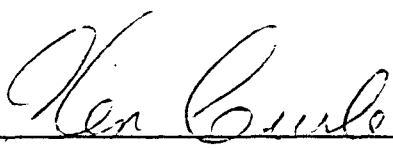
2. Upon the final passing of this By-Law the Mayor and the City Clerk of the City are hereby authorized, empowered and directed to execute the said Agreement Schedule "A" hereto by, for, and on behalf of the City of Red Deer.

3. This By-law shall take effect upon the final passing thereof.

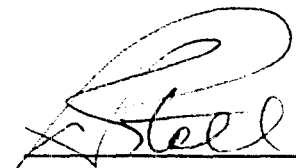
READ A FIRST TIME IN OPEN COUNCIL this 20 day of
February, A.D. 1978.

READ A SECOND TIME IN OPEN COUNCIL this 29 day of
May, A.D., 1978.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED this 29
day of May, A.D. 1978.



MAYOR



CITY CLERK

THIS IS SCHEDULE "A" FORMING
PART OF BYLAW NO. 2577 - 78 OF
THE CITY OF RED DEER

THIS MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO
this 30th day of May A.D., 1978.

THE CITY OF RED DEER
a municipal corporation in the
Province of Alberta
(hereinafter called the "City"),

OF THE FIRST PART,

- and -

NORTHWESTERN UTILITIES LIMITED
a corporation having its head office
in the City of Edmonton in the
Province of Alberta
(hereinafter called "the company")

OF THE SECOND PART.

WHEREAS the City and the Company entered into an
agreement dated September 24th, 1945 (hereinafter called the
"franchise agreement") wherein the City granted to the Company
a special franchise to supply natural gas to the City and the
inhabitants thereof for the term of 20 years from the 30th
day of November, 1947 or from such earlier date as at upon
which the Company may commence to supply natural gas pursuant
to the original agreement;

AND WHEREAS the City and the Company agree that the date on which the Company commenced to supply natural gas to the City pursuant to the original franchise agreement dated the 24th day of September, 1945 was the 22nd day of August, 1947;

AND WHEREAS the franchise agreement was renewed and extended for a further term of 10 years from the 22nd day of August, 1967 by an agreement between the City and the Company dated the 17th day of November, 1967 (hereinafter called the "renewal franchise agreement").

AND WHEREAS the City and the Company are desirous of renewing the franchise agreement for a further period of 10 years with alterations as agreed between the City and the Company as hereinafter provided;

NOW THIS AGREEMENT WITNESSETH THAT the franchise agreement dated the 24th day of September A.D., 1945, amended and renewed as aforesaid, shall be and it and all the terms, conditions and provisions thereof with alterations therein as hereinafter provided are declared to be renewed and extended for a period of 10 years from the date of execution of this agreement; the terms conditions and provisions thereof being amended and altered by deleting all clauses thereof and substituting therefor the following:

1. The City hereby grants to the Company, its successors and assigns, subject to the terms and provisions hereinafter contained, a franchise, exclusive except as hereinafter provided, for the purpose of providing a supply of natural gas to the City and the inhabitants thereof together with the exclusive

right, authority and permission to use, break up, dig, trench and excavate in the public streets, roads, squares, lanes, utility lots, alleys, and (or) other public highways or places within the jurisdiction of the City, including any area or areas which may hereafter be added to or be incorporated within and with the City, and otherwise do such work therein as may from time to time be required to locate, construct, lay, operate, maintain, repair, renew, extend, relay, and (or) remove the pipelines of the Company necessary to be installed for the purposes of this agreement. However, the Company shall not be required to install pipelines to serve areas that have not been officially subdivided or that have not had sewer and water installations completed, or to install pipelines or to connect service lines to serve trailers or temporary dwellings or buildings.

2. The said franchise shall be in full force and effect for a period of ten (10) years from the date hereof with such alterations, if any, as may be agreed upon by the parties and approved by The Public Utilities Board.

3. The said pipelines shall be located in the lanes and alleys rather than in the streets and main thoroughfares of the City when reasonably practicable and where the cost of so doing will not be unreasonably great.

4. In respect of subsequent extensions of its distribution system, the Company agrees that a plan showing the location of

the proposed extensions shall be first submitted to and approved of by any person or persons appointed by the Council of the City or its authorized officers for that purpose. The Company shall give notice to the person or persons so appointed as aforesaid of its intention to open or break up any of the public streets, roads, squares, lanes, utility lots, alleys and (or) other public highways or places in the City not less than ten days before the beginning of such work, except in cases of emergency arising from defects or breaking of the pipe or other works, when immediate notice shall suffice.

5. The Company agrees with the City that it will do as little damage as possible in the execution of the powers hereby granted and will cause as little obstruction as possible during the progress of the work and at all other times and will restore the streets, highways, lanes, and other places affected within the limits of the City to a state of repair as nearly as possible equal to their former state.

6. The Company further agrees that it will protect and indemnify and save harmless the City against any claims, loss, damages or expenses made against or sustained by the City arising out of or in any way connected with the execution by the Company of the powers hereby granted from and against all claims, demands and actions by third persons in respect of damages sustained by reason of any operations of the Company

in relation to its undertaking.

7. The Company agrees at its own expense and at the request of the City to change the location of any of its pipelines when any of the public streets, roads, squares, lanes, utility lots, or other public highways within the City are closed by any bylaw of the City Council for public purposes, and to carry out such change with reasonable speed; provided, however, that should any of the public streets, roads, squares, lanes and (or) other public highways within the City be legally closed for any other than a public purpose, the Company will at the expense of the person or persons for whose benefit such closure was made relocate its pipelines with reasonable speed.

8. The Company agrees that where the lowering and/or alteration of any of the pipe lines becomes necessary due to the City grading and/or gravelling and/or paving any of the highways under which the same have been laid the Company will carry out such lowering and/or alteration at its own expense in the following cases, namely:-

- (a) Where the pipe lines were laid in any calendar year up to and including the year 1954 and where the top of the pipe lines is less than Forty-two (42") inches below the presently existing grade;

(b) Where the pipe lines were laid in the calendar year 1955 and where the top of the pipe lines is less than Forty-two (42") inches below the grade established in the Grade Book of the City;

(c) Where the pipe lines are laid subsequent to December 31, 1955 and where the top of the pipe lines is less than Forty-two (42") inches below the then existing grade or the grade then established in the Grade Book of the City whichever is the lower.

9. The City agrees that in all cases other than those referred to in the next preceding paragraph hereof where the lowering and/or alteration of any of the pipe lines becomes necessary due to the City grading and/or gravelling and/or paving any of the highways under which the same have been laid the lowering and/or alteration will be carried out by the Company but at the expense of the City and the Company agrees to carry out such lowering and/or alteration at the request of the City and the City agrees to pay the expense thereof to the Company.

10. (a) The City agrees that before it commences any work of grading and/or gravelling and/or paving of any of the highways in which any of the pipe lines are located and which may

have to be lowered or altered in accordance with paragraphs 8 and 9 hereof it will give to the Company reasonable prior notice of its intention to commence such work and will then furnish the Company with a copy of a profile map showing the existing grade, the proposed cut to sub-grade required and the final grade of the highway affected;

(b) The Company agrees that upon receipt of such notice and copy of such profile map it will within a reasonable time and wherever possible before the commencement of any such work determine the depth of the pipe lines in question and the Company will so advise the Engineer of the City who shall then be at liberty to check the depth of the said pipe lines;

(c) The City and the Company agree that after the Engineer of the City has satisfied himself as to the depth of the said pipe lines representatives of the City and the Company shall meet, examine all information available and determine;

- (i) Whether or not any lowering and/or alteration of the pipe lines is necessary; and
- (ii) Where any lowering and/or alteration is required also determine the responsibility for the payment of the expense thereof pursuant to paragraphs numbered 8 and 9 hereof as the case may be.

11. The City agrees that in respect of any extension and/or alteration of any of the pipe lines required to be made by the Company to serve new customers or otherwise the City will on the request of the Company provide the Company with a profile map showing the then existing grade, the proposed sub-grade and the final grade for any of the highways in which the extension and/or alteration of any of the pipe lines is to be carried out.

12. In all other cases before the City undertakes any construction, replacement, repairs or alterations in respect of any of its public services, the construction, replacement, repairs or alterations of which may in any way affect any of the Company's pipe line or lines, plant or equipment, the City shall give to the Company or its representative in the City ten days' notice, in writing, except in cases where the construction, replacement, repairs or alterations by the City are required to be done immediately, when any notice shall suffice. The City agrees with the Company that during any construction, replacement, repairs, or alterations in respect of any of the public services of the City, either by itself or its agents, that it will do as little damage as possible to the pipe line or lines, plant or equipment of the Company and the City further agrees to protect, indemnify and save harmless the Company from and against any claims, loss, damages or expenses made against or sustained by the Company by reason

of, arising out of or in any way connected with any such operation of the City.

13. The Company shall during the term of the said franchise supply as much natural gas as may be required by the said City and (or) its inhabitants within the limits of the City, except as hereinbefore excluded, when the places or buildings to be supplied therewith are situated within economical distance of the Company's distribution system.

14. The Company shall install without any charge to the customer a maximum of 100 feet of service line from the property line and any service line in excess of 100 feet shall be paid for by the customer. A meter shall be owned and installed without charge by the Company at a location to be determined by the Company.

15. The terms and conditions for supplying natural gas to all customers in the City shall be in accordance with the Company's Rules and Regulations" as amended or substituted by the Company from time to time and approved by the Public Utilities Board. The Company shall give fifteen (15) days written notice to the City of any proposed addition, alteration or amendment of the "Rules and Regulations" prior to the filing of such additions, alterations or amendments with the Public Utilities Board.

16. The Company shall charge for natural gas supplies to the City and the inhabitants thereof such prices and rates as may be approved or fixed from time to time by the Public Utilities Board of Alberta.

17. The City agrees that it will not, during the term hereof, grant to any other person, firm or corporation the right to lay pipes in its public streets, roads, squares, lanes, utility lots, alleys and other public highways or places for the purpose of supplying natural gas to or in the City for any purpose, so long as the Company supplies to the City and the inhabitants thereof their reasonable requirements of natural gas.

18. IT IS FURTHER AGREED that at the expiration of the term hereof this contract may be renewed for a period not exceeding ten (10) years (and so on from time to time) with such alterations, if any, as may be agreed upon by the parties and approved by the Public Utilities Board, and that, if either party refuses to renew such contract, or if the parties fail to agree as to the conditions of such renewal, then the City may purchase all the rights of the Company within the City limits (as defined) in all matters and things under contract, and in all apparatus and property situated within the City limits for the purpose of supplying gas to the inhabitants of the City for such price and on such terms as may be agreed upon with the Company, or failing such

agreement, then for such price and on such terms as may be fixed by the Public Utilities Board on the application of either of the parties hereto, but nothing shall be claimed by or paid to the Company for any and all franchise or franchises received from the City. This clause shall not be taken or read as referring to any property or apparatus forming part of the plant used in connection with the supplying of natural gas to other cities, towns, villages or municipalities.

19. The City consents to the exercise within the City by the Company and its successors and assigns, of the powers which may be exercised by a Company with the consent of the municipality under and pursuant to the provisions of the Water, Gas, Electric and Telephone Companies Act.

20. The parties agree that upon execution of this agreement the Company, after the said date of execution, shall pay (as hereinafter mentioned) and the City shall accept 8.4% of the annual gross revenues of the Company derived from the sale of gas to domestic and commercial customers and to industrial customers served under rate No. 1 General Rate or Rate No. 2 Optional Rate and 3.09% of the annual gross revenues of the Company derived from the sale of gas to industrial customers served under Rate No. 3 - Optional High Load Factor Rate, all within the City (exclusive of the aforementioned payment to the City) during the particular

calendar year, in lieu of taxing the special franchise, lands, improvements, pipe lines, works, machinery, equipment and apparatus belonging to and used by the Company in the operation of the franchise and related operations in the service area operated within the City. "Said payments in lieu of taxes."

- (a) shall commence with the first billing sent by the Company to the customer for the period of gas delivery commencing -
 - i) after the date of this agreement, and
 - ii) after the Public Utilities Board has by order approved any change in rates to the customer made necessary by this paragraph 20.
- (b) for parts of a calendar year shall be apportioned according to the said gross revenue during the relevant part of the calendar year;
- (c) shall be made in two (2) instalments, the first being on or before July 31st in each year for the percentage of gross revenue applicable to the immediate preceding period January 1 to June 30, and the second on or before February 28th in each year for the immediate preceding period July 1st to December 31st.

"PROVIDED, HOWEVER, if the Company shall at any time own any lands within the corporate limits of the City, upon which is situated any building or buildings used either in whole or in

part as a dwelling or dwellings, or occupied by any person or corporation other than the Company, then the same shall be liable to assessment and taxation in the same manner as other property in the vicinity of such parcel or parcels."

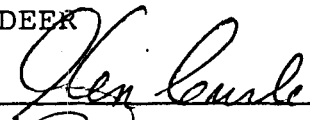
21. The Company will not without the consent of the City assign this franchise agreement or the rights, powers and privileges granted hereby or any of them.

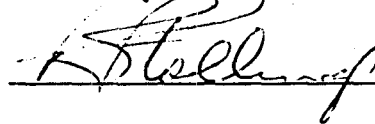
22. This agreement shall enure to the benefit of and shall be binding upon the successors and assigns of each of the parties hereto.

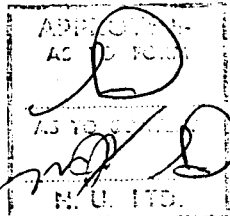
IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals under the hands of their proper officers in that behalf, as of the day and year first above written.

CITY OF RED DEER

Per: _____

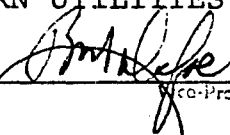


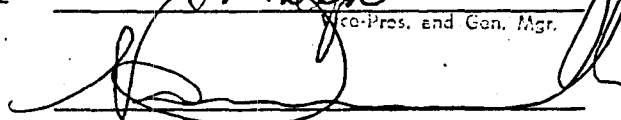




NORTHWESTERN UTILITIES LIMITED

Per _____





Vice-Pres. and Gen. Mgr.

SECRETARY

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NOTICE
THE PUBLIC UTILITIES BOARD
FOR THE PROVINCE OF ALBERTA
APPLICATION BY THE CITY OF RED DEER
FOR APPROVAL TO AMEND ITS
FRANCHISE AGREEMENT WITH
NORTHWESTERN UTILITIES LIMITED

An application has been filed with the Public Utilities Board by the City of Red Deer (the City) for approval of an amendment to its special franchise agreement with Northwestern Utilities Limited (NUL). This franchise agreement gives NUL the exclusive right to provide the residents of the City with a supply of natural gas for a period of 10 years from the effective date of the agreement. The agreement also requires the Company to pay the City a franchise tax, which is equivalent to a percentage of its gross revenues from the sale of natural gas within the City in lieu of taxes otherwise payable. The level of franchise tax is presently set at 8.40% for residential and commercial customers and 3.09% for high use (Rate 3 and 13) customers.

The present agreement also requires NUL to apply the franchise tax to natural gas transportation customers as well as sales customers. The franchise tax for transportation customers is calculated based on both the transportation service revenue and the deemed value of the transported gas.

The proposed amendment to this agreement would have the percentage of franchise tax apply only to the non-gas portion of customers' bills and is intended to collect approximately the same amount of revenue for the City. Because the amended tax would apply to a smaller portion of each customer's bill, the percentage of tax applied to bills would be increased to 17% for all customers.

The effect of this change on customers' bills would vary depending on each customer's gas consumption and which level of franchise tax is currently applied to their billings.

This change, if approved, will add about \$13.00 to the yearly bill of an average residential customer using 150 GJ annually. Customers with lower consumption would experience a slightly higher increase in their bills. Customers with higher consumption would experience either a lower increase or a decrease in their bills.

Any other interested customers should contact NUL to determine how this change would impact their rates.

NUL will apply to the Board for approval to revise its rates to comply with the amending agreement.

TAKE NOTICE that the Board will conduct a public hearing of this application in the Provincial Building, 4920-51 Street, Red Deer, Alberta on Friday, February 24, 1995 commencing at 9:30 A.M.

TO SEE THE APPLICATION

Complete copies of the application are available for inspection at the Board's offices in Edmonton. You may also arrange to examine or obtain the filed information by contacting NUL or the City at the addresses indicated below.

TO INTERVENE AT THE HEARING

If you wish to be registered as an intervenor in these proceedings you must comply with the following procedure. Your intervention must set out your name, your address and the way in which these proceedings affect you. Your intervention can be delivered or mailed to both the Board and to the City at the addresses below prior to your appearance at the Hearing. Alternatively, you may register your intervention at the time of the Hearing. Parties may represent themselves or be represented by counsel. All persons who are registered as intervenors will be entitled to receive from the City and NUL copies of all evidence filed during the proceedings.

If you do not file an intervention, the Board may proceed in your absence and you will not be entitled to further notice of these proceedings.

If you require further information regarding the hearing process, please contact the Public Utilities Board at 11th Floor, 10055-106 Street, Edmonton, Alberta, T5J 2Y2 (phone 427-4901).

Copies of the material which the City and NUL has submitted to the Board may be obtained by addressing a request to:

Kelly Kloss
City Clerk
City of Red Deer
P.O. Box 5008
Red Deer, AB. T4N 3T4
Phone: 342-8132

OR

Mr. Ralph Salisny
Manager
Marketing & Sales
Northwestern Utilities Limited
10035-105 Street
Edmonton, AB. T5J 2V6
Phone: 420-7548

DATED AT THE CITY OF EDMONTON, in the Province of Alberta, this 30th day of January, 1995.

PUBLIC UTILITIES BOARD
W. PATERSON, SECRETARY

**Send
S
THE**

On all nation
appliances,
electronics, sa
priced furnitur
We will give
equal to

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

Here's
perfect
to
The Ba
only in



Mon. to
Thurs.
Sat
Sun



NORTHWESTERN UTILITIES LIMITED

1995 04 28

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

Attention: Mr. Kelly Kloss
City Clerk

Dear Mr. Kloss:

**RE: CITY OF RED DEER BYLAW 3115/94
NATURAL GAS FRANCHISE AMENDMENT**

Enclosed find three(3) copies of the above - named amendment duly executed by Northwestern Utilities Limited. In discussion with Mr. Alan Wilcock, it is our understanding that Bylaw 3115/94 will be given second and third readings at your council meeting of May 8th, 1995. This date will also serve as the Amending Agreement date and will be the date upon which the new franchise fee rate and mechanism will be implemented.

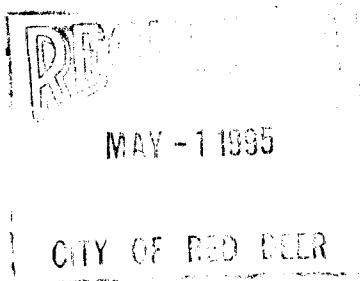
Could you please arrange for these documents to be executed and dated, and return two (2) copies of the executed agreement along with two (2) certified copies to the by-law given second and third readings to my attention. Upon receipt of the documents I will forward one (1) copy to the Alberta Energy and Utilities Board.

If you have any questions, or require any additional information, please do not hesitate to call me at (403) 420-7548 in Edmonton.

Yours truly,

NORTHWESTERN UTILITIES LIMITED

Ralph Salisny, P. Eng.
Manager, Marketing & Sales



RS/am
enc.

cc: A.J. Pirot
R. Armstrong

AMENDING AGREEMENT

AMENDING AGREEMENT made and entered into this 8 day of
May A.D., 19 95.

BETWEEN:

THE CITY OF RED DEER

a municipal corporation

in the Province of Alberta

(hereinafter referred to as the "Municipality")

OF THE FIRST PART

-and-

NORTHWESTERN UTILITIES LIMITED

a corporation having its head office at

the City of Edmonton in

the Province of Alberta

(hereinafter referred to as the "Company")

OF THE SECOND PART

The Company and the Municipality mutually agree as follows:

Paragraph 16 of the Franchise Agreement dated September 6, 1989 and amended by agreement dated September 1, 1992, is hereby deleted and substituted with the following:

16. The parties agree that with the approval of the Board and upon execution of this agreement, the Company, after said date of execution, shall pay (as hereinafter mentioned) and the Municipality shall accept 17.00% of the annual gross revenues of the Company during the particular calendar year derived from the supply of gas to customers within the corporate boundaries of the Municipality, pursuant to Section 14 (7) and Section 14 (8) Municipal Taxation Act, being Chapter M-31 of the Revised Statutes of Alberta, 1980, as amended, exclusive of revenue derived from

- i) the cost of gas as defined in the Company's Rate Schedules as Riders "E" and "F" as they may exist from time to time
- ii) the supply of separately metered natural gas used to fuel transportation vehicles
- iii) bad debt and late payment revenue
- iv) the aforementioned payment of the Municipality

The Municipality agrees to accept such payment of a percentage of gross revenue provided in this clause, in lieu of taxing the special franchise, lands, buildings, improvements, pipelines, works, machinery, equipment and apparatus belonging to and used by the Company in the exercise of the franchise and related operations in the service area operated within the Municipality. "Said payments in lieu of taxes"

(a) shall commence with the first billing sent by the Company to the customer for the period of gas delivery commencing:

- i. after the date of this agreement and
- ii. after the Board has by order approved any change in rates to the customer made necessary by this paragraph 16.

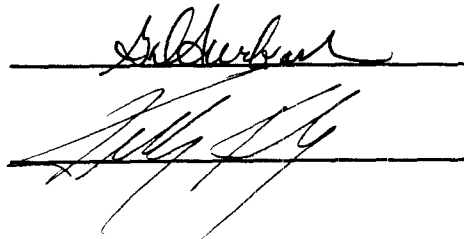
(b) for parts of a calendar year shall be apportioned according to the said Gross Revenue during the relevant part of the calendar year;

(c) shall be made on a monthly basis on the 15th of the month following receipt by the Company of the Gross Revenues to which the fixed percentage applies.

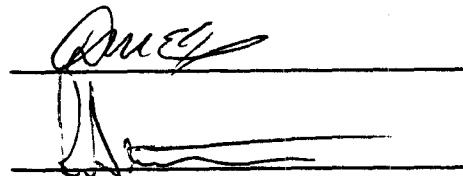
Provided , however if the Company shall at any time own any lands within the corporate limits of the City, upon which is situated any building or buildings used either in whole or in part as a dwelling or dwellings, or occupied by any person or corporation other than the Company, then the same shall be liable to assessment and taxation in the same manner as other property in the vicinity of such parcel or parcels.

IN WITNESS WHEREOF of the parties hereto have affixed their respective corporate seals under the hands of their proper officers in that behalf, as of the day and year first above written.


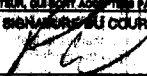
THE CITY OF RED DEER

Two handwritten signatures are written on two horizontal lines. The first signature is in cursive and appears to be 'G. L. H. H. H.'. The second signature is also in cursive and appears to be 'J. L. H. H. H.'.

NORTHWESTERN UTILITIES LIMITED

Two handwritten signatures are written on two horizontal lines. The first signature is in cursive and appears to be 'R. M. H.'. The second signature is also in cursive and appears to be 'J. L. H. H. H.'.

CONSERVATION

PUROLATOR ACCOUNT NO. / N° DE COMPTE PUROLATOR 9126721		MO DY/JR YR/AN 5/11/95		SERVICE OPTIONS / TYPES DE SERVICE		588 877 571 	
SENDER (FROM) / EXPÉDITEUR (DE) CITY OF RED DEER		APT., SUITE / APP., BUREAU		<input type="checkbox"/> AIR AERIEN <input type="checkbox"/> GROUND TERRESTRE		THIRD PARTY BILLING NAME & ADDRESS / FACTURATION À UN TIERS (NOM & ADRESSE)	
STREET ADDRESS / ADRESSE (N° ET RUE) 4914 48TH AVE		APT., SUITE / APP., BUREAU		<input type="checkbox"/> SATURDAY SERVICE DE SAMEDI <input type="checkbox"/> 9:00 A.M. DELIVERY LIVRAISON 9 h <input checked="" type="checkbox"/> 10:30 A.M. DELIVERY LIVRAISON 10 h 30			
CITY / VILLE RED DEER		PROV./STATE/ÉTAT ALTA		CODE: POSTAL/ZIP T4N 3T3		CHARGES / FRAIS	
RECEIVER (TO) / DESTINATAIRE (À) NORTHWESTERN UTILITIES LIMITED		APT., SUITE / APP., BUREAU		<input type="checkbox"/> CASH COMPTANT <input type="checkbox"/> CREDIT CARD CARTE DE CREDIT		CREDIT CARD NO. / N° DE CARTE DE CREDIT EXP	
STREET ADDRESS / ADRESSE (N° ET RUE) 1111 FLOOR, MILNER BLDG. 10040-104 ST.		APT., SUITE / APP., BUREAU		<input type="checkbox"/> SENDER EXPÉDITEUR <input type="checkbox"/> RECEIVER DESTINATAIRE		CONVENIENCE CENTRE COMPTOIR DE SERVICE À LA CLIENTÈLE <input type="checkbox"/> DROP BOX BOÎTE DE DÉPÔT <input type="checkbox"/>	
CITY / VILLE EDMONTON		PROV./STATE/ÉTAT AB		CODE: POSTAL/ZIP T5T 2N6		FOR INFORMATION AND SUPPLIES: 1-800-387-3027 RENSEIGNEMENTS ET FOURNITURES: 1-800-361-0533	
ATTN: (NAME/DEPT.) / À L'ATTENTION DE (NOM/SERVICE) RALPH SALISNY		IMPORTANT - TÉLÉPHONE (403) 420-7510		<input type="checkbox"/> PIECES <input type="checkbox"/> WEIGHT POIDS <input checked="" type="checkbox"/> SUBJECT TO CORRECTION <input type="checkbox"/> SUBJECT À CORRECTION		THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH THE CARRIER MAY BE LIABLE, SHALL NOT EXCEED \$2.50 PER POUND (OR \$4.41 PER KILOGRAM) COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT UNLESS A HIGHER VALUE IS DECLARED ON THE FACE OF THE BILL OF LADING BY THE CONSIGNEE/SHIPPER. N.B. NOTE CAREFULLY CONDITIONS ON BACK HEREOF INCLUDING LIMITATIONS AND EXCLUSIONS OF CARRIER'S LIABILITY, WHICH ARE HEREBY ACCEPTED. LIMITATION DE RESPONSABILITÉ IMPORTANTE, LIREZ S.V.P. LE MONTANT DE TOUTE Perte ou dommage dont le transporteur pourrait être responsable ne doit pas excéder 2,50 \$ la livre (ou 4,41 \$ le kg) calculé sur la pondération totale de l'expédition, à moins qu'une valeur supérieure n'ait été déclarée sur le document de transport par l'expéditeur. N.B. VÉRIFIEZ PRÉCISEMENT LES CONDITIONS AU VERSO, Y COMPRIS LES LIMITATIONS ET EXCLUSIONS DE RESPONSABILITÉ DU TRANSPORTEUR, LESQUELLES SONT ACCEPTÉES PAR LES PRÉSENTS.	
DESCRIPTION (INCLUDING DANGEROUS GOODS / INCLUANT MARCHANDISES DANGEREUSES)		DANGEROUS GOODS MARCHANDISES DANGEREUSES <input type="checkbox"/>		DECLARED VALUE / VALEUR DÉCLARÉE 0001 \$		COURIER SIGNATURE / SIGNATURE DU COURRIER 	
SENDER REFERENCE (IF ANY) / RÉFÉRENCE DE L'EXPÉDITEUR (LE CAS ÉCHÉANT)				SEE TERMS FOR CONDITIONS		DATE 5/11/95	
SENDER SIGNATURE / SIGNATURE DE L'EXPÉDITEUR X [Signature]						PLEASE REFER TO BILL OF LADING NUMBER FOR SHIPMENT STATUS/INQUIRIES. POUR TOUT RENSEIGNEMENT, VÉRIFIEZ NOUS COMMUNIQUER LE NUMÉRO DE CONNAISSANCEMENT.	
SEE TERMS AND CONDITIONS ON REVERSE / CONDITIONS AU VERSO							

BILL OF LADING - NOT NEGOTIABLE / CONNAISSANCEMENT - NON NEGOCIABLE

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

FILE

Northwestern Utilities Limited
Marketing Department
10035 - 105 Street
Edmonton, AB
T5J 2V6

ATTENTION: Ralph Salisny, Manager Marketing and Sales

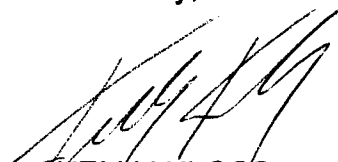
Dear Mr. Salisny:

RE: CITY OF RED DEER BYLAW 3115/94, NATURAL GAS FRANCHISE AMENDMENT

Please find enclosed two copies of the above named Amending Agreement, duly executed and dated by The City of Red Deer. In addition, I have enclosed two certified copies of Bylaw 3115/94.

I trust you will now be forwarding one copy of these documents to the Alberta Energy and Utilities Board. If you have any questions, or require additional information please do not hesitate to call me.

Sincerely,



KELLY KLOSS,
City Clerk

Enclosures

cc. Director of Corporate Services

*a delight
to discover!*

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

FILE

May 9, 1995

Northwestern Utilities Limited
Marketing Department
10035 - 105 Street
Edmonton, AB
T5J 2V6

ATTENTION: Ralph Salisny, Manager Marketing and Sales

Dear Mr. Salisny:

RE: CITY OF RED DEER BYLAW 3115/94, NATURAL GAS FRANCHISE AMENDMENT

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I trust you will now be forwarding one copy of these documents to the Alberta Energy and Utilities Board. If you have any questions, or require additional information please do not hesitate to call me.

Sincerely,

KELLY KLOSS,
City Clerk

Enclosures

cc. Director of Corporate Services



*a delight
to discover!*

NO. 2

DATE: April 28, 1995
TO: City Council
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENT 2672/N-95
5311 - 44 AVENUE, R. GUSTUM/TRIPLEX/BASEMENT SUITES

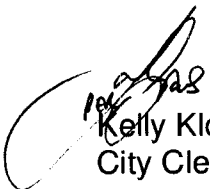
At the Council Meeting of April 24, 1995, Council passed the following resolution concerning the above topic.

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Mr. John B. MacDonald dated April 10, 1995, re: 5311 - 44 Avenue/Triplex, R. Gustum - Owner, hereby instructs the Administration to proceed with the necessary steps to bring the subject site into conformance with the Land Use Bylaw by way of a Land Use Bylaw Amendment and as presented to Council April 24, 1995."

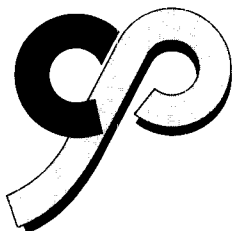
Attached to this Agenda is Land Use Bylaw Amendment 2672/N-95. If first reading is given to this Bylaw, a Public Hearing will be held at the Council Meeting of Monday, June 5, 1995, at 7:00 p.m. or as soon thereafter as Council may determine.

RECOMMENDATION:

That Bylaw 2672/N-95 be given first reading.


Kelly Kloss
City Clerk

KK/ds



**PARKLAND
COMMUNITY
PLANNING
SERVICES**

Suite 500, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570

DATE: April 25, 1995

TO: KELLY KLOSS, CITY CLERK

FROM: TONY LINDHOUT, PLANNER

RE: LAND USE BYLAW AMENDMENT - BYLAW NO. 2672/N-95
R. GUSTUM-OWNER
5311 - 44 AVENUE (WOODLEA), LOT 21, BLK. F, PLAN K9
TRIPLEX/BASEMENT SUITES

Further to your instructions regarding preparation of a Land Use Bylaw amendment pursuant to a motion made by City Council at their meeting held April 24, 1995 which would permit the above noted basement suites, attached please find amending Bylaw No. 2672/N-95.

The proposed amendment, being a land use exception added to Section 4.13.1 of the Land Use Bylaw, will permit 2 basement suites to be located in the detached dwelling at 5311 - 44 Avenue.

Tony J. Lindhout, ACP, MCIP
PLANNER

COMMENTS:

This Land Use Bylaw Amendment is being brought forward as directed by the Council resolution of April 24, 1995.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

Ms. Joy Hoerle
#1 5311 44th Avenue
Red Deer, AB T4N 3J1

May 8, 1995

Mayor & Members of Council
City of Red Deer
Box 5008
Red Deer, AB T4N 3T4

Submitted to City Council

Date: May 8/95

Ladies and Gentlemen:

I am writing to you about the residence at 5311 44th Avenue. I know that you are busy so I will try to be brief. I rented the suite in which I am presently living, 19 years ago for a period of about 3 years. It is a lovely, big, old home in a beautiful neighbourhood. I enjoyed it then, and I enjoy it now. I subsequently became a home owner in the '70's and then sold my home 3 years ago to complete my degree. When I was once again faced with the prospect of becoming a renter, I made enquiries and discovered this suite was available and immediately made arrangements to rent it from Mr. Bob Gustum. I have been here a little over a year now.

There are 3 suites in the building. The 2 downstairs are rented by myself and my daughter. There are 3 young ladies living upstairs, all of whom work or go to school. They are quiet and reasonable young ladies; I have not had occasion to speak to them often. I certainly would speak to them if I had any complaints, because I am a quiet living person. I do not drink and party; I do not throw garbage over fences, and I am quite "fussy" about how the yard looks, even if I don't own it.

Mr. MacDonald, who has complained to you about the building, appears to have some sort of vendetta against Mr. Gustum. When I first moved here, I made efforts to be friendly but my efforts were rebuffed. I cannot say I even know the family. I can say, unequivocally, that this gentleman's allegations are not based on fact and that he is a very unpleasant individual to try and deal with. Other than the one time I tried to talk to him, neighbour to neighbour, I have had little contact with the man and it came as a distressing surprise to me to learn of his allegations.

The house is well kept and it is a pleasure to me to have access to a big yard; I have already purchased some perennials to plant. If any of you would drive by you will see that the house does not look out of place, indeed the way it looks in the neighbourhood, and the mature landscaping around it, is one of the reasons I chose to live here. In these economic times, it would be a hardship for me to move again, as it would be for my daughter, particularly if a move were prompted by unfair accusations.

Please give me a call if any of you would like to look around the yard or in my suite. I would welcome a visit from you. Bob Gustum is, in my opinion, a fair, reasonable and conscientious person and I find him to be an excellent landlord who cares about his tenants and the condition of his property. I hope you will consider all the facts as you make your decision about the zoning of this building.

Sincerely,

M. J. Hoerle
Joy Hoerle

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
TIME	1:06 PM
DATE	May 8/95
BY	KK

May 4, 1995

Submitted to City Council

Date: May 8/95

RE: 5311 44 Ave.

To whom it may concern,

I, Dell Price, residuary at 5328 44 Ave. have had no problems with the tenants or the Landlord at the above said property.

I am very familar with my neighborhood and not aware of noisy neighbors, cluttered yards, and/or parking problems of any kind.

Respectfully,

Dell Price
5328 44 ave
346-1747

THE CITY OF RED DEER	
CLERK'S DEPARTMENT	
RECEIVED	
TIME	1:08 PM
DATE	May 8/95
BY	KK

FILE

DATE: May 9, 1995
TO: Principal Planner
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENTS 2672/N-95 AND 2672/O-95

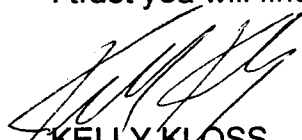
At the Council meeting of May 8, 1995, first reading was given to the above noted Land Use Bylaw Amendments, copies of which are attached hereto.

Land Use Bylaw Amendment 2672/N-95 provides for the property described as 5311 - 44 Avenue (Lot 21, Block F, Plan K9) to be a land use exception added to Section 4.13.1 of the Land Use Bylaw, in order to permit two basement suites to be located in the dwelling.

Land Use Bylaw Amendment 2672/O-95 provides for the rezoning of a portion of Anders East, part of S.E. ¼ 10-38-27-4, to allow for 12 single family lots, 8 (16 units) of semi-detached lots, 1 municipal reserve lot, and 1 public utility lot in Phase 3B, and a 1.383 hectare (3.4 acre) multi-family lot and 2 municipal reserve lots in Phase 5.

This office will now proceed with preparation of advertising for a Public Hearing to be held in the Council Chambers of City Hall on Monday, June 5, 1995, commencing at 7:00 p.m., or as soon thereafter as Council may determine.

I trust you will find this satisfactory.



KELLY KLOSS,
City Clerk

KK/fm

Enclosures

cc. Director of Development Services
Director of Community Services
Recreation, Parks and Culture Manager
City Assessor
Fire Chief
E.L.&P. Manager
Land and Economic Development Manager
Bylaws and Inspections Manager
Council and Committee Secretary, S. Ladwig



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FILE No.

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

Robert and Lillian Gustum
R.R. 3 LCD1
Red Deer, AB
T4N 5E3

Dear Mr. & Mrs. Gustum:

RE: LAND USE BYLAW AMENDMENT 2672/N-95, 5311 - 44 Avenue

Further to my letter of April 25, 1995 concerning the above topic, please be advised as follows:

At the City of Red Deer's Council Meeting held May 8, 1995, Land Use Bylaw Amendment 2672/N-95 received first reading, a copy of which is attached hereto.

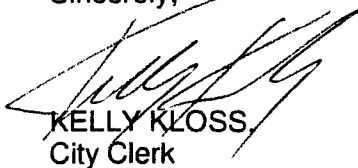
Land Use Bylaw Amendment 2672/N-95 provides for the property described as 5311 - 44 Avenue (Lot 21, Block F, Plan K9) to be a land use exception added to Section 4.13.1 of the Land Use Bylaw in order to permit two basement suites to be located in the dwelling.

This office will now proceed with preparation of advertising for a Public Hearing to be held in the Council Chambers of City Hall on Monday, June 5, 1995, commencing at 7:00 p.m., or as soon thereafter as Council may determine.

The advertising is scheduled to appear in the Red Deer Advocate on Friday, May 19 and May 26, 1995. This letter will also confirm that we have received your deposit of five hundred dollars (\$500) which reflects the approximate cost of public advertising.

If you have any questions or require additional information please do not hesitate to contact the undersigned.

Sincerely,


KELLY KLOSS
City Clerk

KK/fm

Enclosure

cc. Principal Planner
Council and Committee Secretary, S. Ladwig



*a delight
to discover!*

PUBLIC HEARINGSNO. 1

DATE: May 1, 1995

TO: City Council

FROM: City Clerk

RE: PUBLIC HEARING/ROAD CLOSURE BYLAW 3131/95

A Public Hearing has been advertised in regard to Road Closure Bylaw 3131/95, to be held in the Council Chambers of City Hall on Monday, May 8, 1995, commencing at 7:00 p.m., or as soon thereafter as Council may determine.

Road Closure Bylaw 3131/95 provides for lane and street closures, due to the sale of land adjacent to Lot 1A, Plan 802-2781 to Seibel Construction Ltd.

The preceding Bylaw may be given second and third readings following the Public Hearing.

Kelly Kloss
City Clerk

KK/ds

FILE

DATE: May 9, 1995
TO: Land and Economic Development Manager
FROM: City Clerk
RE: ROAD CLOSURE BYLAW 3131/95

At the Council meeting of May 8, 1995, Road Closure Bylaw 3131/95 was given second and third reading by Council following the Public Hearing. Attached hereto is a certified copy of the above noted Road Closure Bylaw.

The decision of Council in this instance is submitted for your information.



KELLY KLOSS,
City Clerk

KK/fm

Enclosure

cc. Director of Community Services
Director of Development Services
Recreation, Parks and Culture Manager
City Assessor
Bylaws and Inspections Manager
E.L.&P. Manager
Principal Planner
Council and Committee Secretary, S. Ladwig

NO. 2

DATE: April 28, 1995
TO: City Council
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENT 2672/K-95

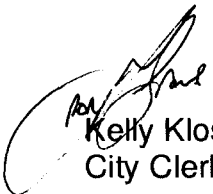
A Public Hearing has been advertised for a Land Use Bylaw Amendment 2672/K-95, to be held on May 8, 1994, at 7:00 p.m. or as soon thereafter as Council may determine.

Land Use Bylaw Amendment 2672/K-95 provides for amendments to the Land Use Bylaw with respect to setbacks on some of the streets in the downtown area, as outlined in the Road Right-of-Way Widening Report dated September 20, 1994.

Unfortunately, two of the section numbers within the Bylaw were incorrect. This does not, however, change the intent of the Bylaw, but a resolution is required by Council to amend the Bylaw by replacing "Section 4.4.1" where it appears in the Bylaw and substituting therefor "Section 4.4.1(1)" and replacing "Section 4.4.2" with "Section 4.4.1(2)".

RECOMMENDATION:

That Council pass the necessary resolution amending Bylaw 2672/K-95 as noted above following which second and third readings be given.



Kelly Kloss
City Clerk

KK/ds

BYLAW NO. 2672/K-95

Being a Bylaw to amend Bylaw No. 2672/80, the Land Use Bylaw of The City of Red Deer.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

That Bylaw No. 2672/80 is hereby amended as follows:

- 1 Section 4.4.1(1) is hereby rescinded and replaced with the following Section:

"4.4.1(1) The minimum required front yard setback and the minimum required side yard setback of a building upon a site which abut any portion of the streets listed below in this section shall be measured and established by adding to each side of the original 20.12 metre street right of way, a building setback requirement of 2.13 metres, namely;

ROADWAY SEGMENT	ORIGINAL R.O.W. WIDTH (METRES)	YARD SETBACK REQUIRED ON EACH SIDE (METRES)
49 Street (52 Avenue to 46 Avenue)	20.12	2.13
45 Street (51 Avenue to 48 Avenue)	20.12	2.13
43 Street (Taylor Drive to 48 Avenue)	20.12	2.13
Gaetz Avenue (Red Deer River to 52 Street)	20.12	2.13
Gaetz Avenue (45 Street to 42 Street)	20.12	2.13
49 Avenue (55 Street to 43 Street)	20.12	2.13
48 Avenue (55 Street to 43 Street)	20.12	2.13

See Map A."

2 Section 4.4.1(2) is hereby rescinded and replaced with the following Section:

"4.4.1(2) Notwithstanding Section 4.4.1, the additional front and side yard requirements of a site abutting the following streets shall be as shown on the attached maps:

55 Street (Gaetz Avenue to 42A Avenue) - See Maps B1, B2, B3;

Ross Street (45 Avenue to the West Boundary of N.E. 15-38-27-4) -
See Maps C1, C2, C3;

40 Avenue (44 Street to 52 Street) - See Maps D1, D2;

45 Street (Taylor Drive to 51 Avenue) - Map E."

3 In all other respects, Bylaw No. 2672/80 is ratified and confirmed.

4 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this 10 day of April A.D. 1995.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1995.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1995.

MAYOR

CITY CLERK

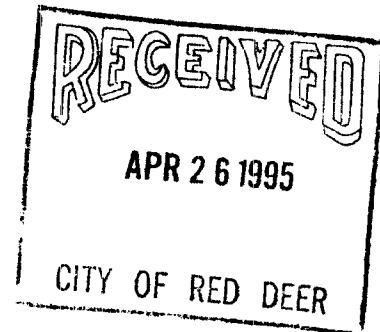
❧ New Life Tabernacle ❧

Box 371 • Red Deer, Alberta • T4N 5E9

3415441

April 25/95

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



Dear Sirs,

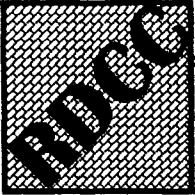
With regards to the proposed Land Use Bylaw Amendment 2672/K-95, we of New Life Tabernacle would like to have a concern addressed. If the proposed setback would take place in the future, our parking situation might not meet acceptable standards. We are not opposed to the setback, but would like some assurance that our status as a church would not be jeopardized because of the possible parking problem.

Sincerely,

Pastor A. Mero

Pastor Mero

P.S. Please advise us if we need be at the May 8th meeting or if this letter is sufficient.

RED DEER COLUMBUS CLUB4950 - 47th AVENUE
RED DEER, AB T4N 6P8

The City of Red Deer
Box 5008
Red Deer, Ab T4N 3T4

April 28, 1995

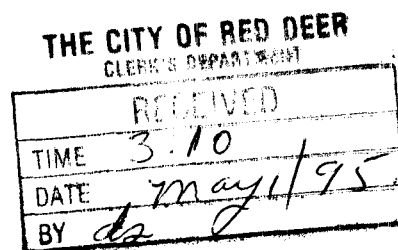
Dear Sirs:

Re: Proposed Land Use Bylaw Amendment 2672/K95

We, the representatives of the Red Deer Columbus Club, are submitting this letter in objection to the bylaw stated above, which would increase the setback by 2.13 meters on 49th Street between 52nd and 47th Avenues.

Yours truly,

Frank Stokowski
Frank Stokowski
President



May 1, 1995

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

Attention: Kelly Kloss, City Clerk

Dear Sirs;

Re: Proposed Land Use Bylaw Amendment 2672/K-95
Legal Description: Lot 5 & 6, Block 2, Plan 7075 A.E.

I object to the additional setback requirement on my property at 4922 - 55th Street. I understand that the zoning of my property is R2 in this location, which is a single family residence and the front yard setback would be indicated as a minimum of 6 m with an additional setback requirement made to our property of 2 m in spite of objections some years ago. Now you are requesting an additional, what would appear to be, 2.13 m on the map, giving a total of 10.13 m requirement.

With our property setback from the rear of the sidewalk a distance of 11.5 m, it means that this setback requirement can be met by 1.37 m.

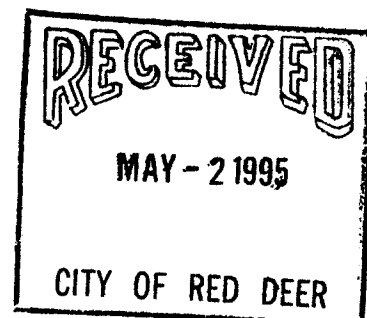
With the sidewalk that measures approximately 1050 mm, it is important that I be informed with reference to the additional setback requirements and the purpose for such a setback. If it is for overhead electrical wiring, I see no reason why this cannot be run along the rear lane resulting in little or no damage to property. It would also coincide with the existing location of electrical overhead wiring. If this setback is for future road widening schemes, then of course it could place our front door right on the street boundary.

Can the City assure us that this required setback is for underground utilities only and not for any possible street widening? I mention this point as to move nearer to the street - the traffic noise would make this location unbearable for living purposes. As this is a historical property, we would like to preserve its character and its existence.

Yours faithfully,


John Murray, ARIBA, MRAIC

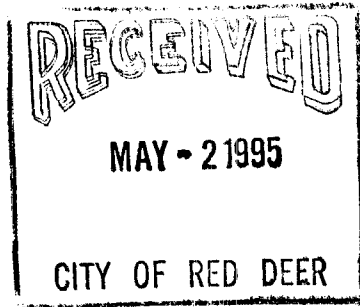
JLM/cf



JOHN MURRAY ARCHITECTURAL ASSOCIATES

May 1, 1995

The City of Red Deer
City Clerk's Dept.
P.O. Box 5008
Red Deer, Alberta
T4N 3T4



Gentlemen:

RE: Proposed Land Use Bylaw Amendment 2672/K-95, in particular Part Four - General Land Use Regulation 4.4 Additional Setbacks whereby an additional setback on front and side yards is proposed as per maps supplied to resident with the letter from the City of Red Deer dated April 20, 1995:

We, the residents of the areas affected by this proposal feel that the proposed changes will result in a devaluation of our property, in that the traffic will be much closer to our home, and the large shade trees and lawns presently in place will be gone. This is a very busy street where traffic speed laws are routinely broken and ignored and we feel that moving the street closer to our homes is a definite move toward the devaluation of our property.

THEREFORE, we, the undersigned, to hereby petition the Council of the City of Red Deer to leave the present bylaw unchanged as we are **OPPOSED** to the amendment of the bylaw.

NAME	ADDRESS
Bevil W. Gilbert	3712 Ross St.
Elizabeth A. Gilbert	3712 Ross St.
Mr. J. H. H. H.	3709 Ross St.
J. Williamson	3705 Ross St.
Gene Clement	3705 Ross St.
Sam M. Gregg	3705 Ross St.
Kenneth G. Hall	3715 Ross St.
Judy M. Mitchell	3715 Ross St.
Glendon	3719 Ross St.
Dennis Gross	3723 Ross St.

May 1, 1995

The City of Red Deer
City Clerk's Dept.
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Gentlemen:

RE: Proposed Land Use Bylaw Amendment 2672/K-95, in particular Part Four - General Land Use Regulation 4.4 Additional Setbacks whereby an additional setback on front and side yards is proposed as per maps supplied to resident with the letter from the City of Red Deer dated April 20, 1995:

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NAME

ADDRESS

Tomy Loria Parkland Manor 373750 St

Illelie Alstad 5007 35th AVE

John L. J. 3736 50TH ST. 343-6557

Ronni Dufre 3736 - 50TH ST 343-6557

Emi E. Toivonen 3732 - 50TH ST. 346-2482

KAVI CHOKKA 3728 - 50th ST. 347-4680

* Linda Spencer 3720 - ROSS ST 340-1202

L. Spencer 3720 - Ross ST. 340-1202

Tracy Spencer 3720 Ross St. 340-1202

May 1, 1995

The City of Red Deer
City Clerk's Dept.
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Gentlemen:

RE: Proposed Land Use Bylaw Amendment 2672/K-95, in particular Part Four - General Land Use Regulation 4.4 Additional Setbacks whereby an additional setback on front and side yards is proposed as per maps supplied to resident with the letter from the City of Red Deer dated April 20, 1995:

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THEREFORE, we, the undersigned, to hereby petition the Council of the City of Red Deer to leave the present bylaw unchanged as we are **OPPOSED** to the amendment of the bylaw.

NAME

ADDRESS

Mrs. Lena Pantzouri	3708-50 St.
Hugh Roberts	3816-50 St.
Rossan	3820-50 St.
Mr. David	3832-50 St.
J. Wood	3836-50 St.
Mr. Wood	3824-50 St.
Mr. Brown	3906-50 St.
Mr. Kish	3910-50 St.
Sida Fish	✓
Mr. Grant	3926-50 th St.

1st Grant	3926-50 St. Red Hair
Margaret Graham	3934-50 St. Red Hair
1st Younger	3708-50 St.

DATE: May 3, 1995

TO: City Clerk

FROM: Engineering Department Manager

RE: PROPOSED LAND USE BY-LAW AMENDMENT # 2672/K-95

The purpose of this amendment is to update the current roadway widening provisions in the By-law. Individual property setback provisions for future road widening have been in the By-law since the 1960's. As the City grows, there is a corresponding increase in vehicle and pedestrian volume. The existing public road rights of way cannot, in many cases, accommodate additional vehicle travel lanes or wider sidewalks without acquiring additional land. This current amendment identifies the roadways in question and indicates an actual amount of widening for each property along that roadway. Although the By-law indicates a need to acquire land from each parcel, some of this setback area has already been provided in terms of actual purchase or dedication to the City or in the form of building setback. Therefore, each parcel of land must be reviewed when questions arise from the landowner, to see if the proposed amendment would apply to their parcel. The proposed By-law amendment significantly reduces the number of properties that were designated under the current By-law for future road widening. Except for 43 Street, from Taylor Drive to 48 Avenue, all the road widenings proposed in the amendment are included in the current By-law.

It is important to note that the proposed amendment only establishes a clear area on private property to, in the future, accommodate a road or walkway widening. The title to the land remains with the property owner, unless he or she wishes to dedicate the widening area to the City for other reasons. When the demand for a wider roadway exists, the City will then contact the individual property owner and negotiate the purchase of this setback area at fair market value. The intent of the By-law is to minimize the inconvenience to the property owner by not having to totally disrupt an existing business or residence when the need to widen occurs, and to minimize the cost of purchasing the widening area by avoiding an expensive building that could be either updated or built on that area without the By-law provision. The By-law only requires the preservation of a clear area that may some day be purchased by the City.

Specific comments relative to three letters received from citizens are:

1. RED DEER KNIGHTS OF COLUMBUS CLUB - 4750 - 47 AVENUE

The By-law amendment does not apply to 47 Avenue; therefore, has no affect on this side of the property.

City Clerk
Page 2
May 3, 1995

The By-law amendment does apply to 49 Street, but the 2.13 m widening has previously been acquired by the City under the current By-law; therefore, there will be no further requirements from this side of the property.

2. JOHN MURRAY ARIBA, MRAIC - LOTS 5 & 6, BLOCK 2, PLAN 7075 AE (55 STREET/49A AVENUE)

The existing By-law requires a 2.0 m setback on these lots as stated by Mr. Murray. The proposed amendment covers the same area; therefore, there would be no further impact to these properties. The actual effect today to the properties would be that the existing 6.0 m front yard setback for the house would become 4.0 m if the City was to purchase this area. In the future, if this property was ever redeveloped with a new building, the total lot depth available to build on would be 2.13 m less.

3. NEW LIFE TABERNACLE - 4801 - 48 STREET

The proposed By-law would apply to the east side of the property along 48 Avenue. In terms of land use, the existing Church status would not be affected. The parking stall layout to the south of the building may change, resulting in a reduced number of stalls. The C1 zoning covering the Church has no parking requirement, but the legal residence in the basement does require two parking stalls. The By-law change would not jeopardize the current land use.

The existing building is only 1.8 m inset from the east existing property line and, therefore, would be within the proposed 2.13 m setback area. Non-structural alterations would be allowed to the existing building and it is anticipated that the new Provincial Municipal Government Act would permit minor structural alterations to the building. Major expansion or improvements to the existing building would not be permitted.

RECOMMENDATION

As the purpose of this By-law amendment is to provide for the future growth of the City and as the mechanism for acquiring the property is through negotiation with the then current landowner, we would respectfully recommend that Council consider passing the proposed amendment.



Ken G. Haslop, P. Eng.
Engineering Department Manager

KGH/emg

c.c. City Planner
c.c. By-laws & Inspections Manager



THE CITY OF RED DEER

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 1, 1995

Alberta Government Telephones Tax Dept.
P. O. Box 1552
Edmonton, Alberta
T5J 2N7

Dear Sirs:

RE: PROPOSED LAND USE BYLAW AMENDMENT 2672/K-95

This letter is a follow-up to our letter of April 20, 1995. We have received a large number of inquiries regarding the intent of this proposed Land Use Bylaw Amendment and we will now attempt to clarify the intent of this proposed amendment.

The City has completed a detailed review of the future road widening requirements throughout the City. Individual property setback provisions for future road widening have been in the Land Use Bylaw since the 1960's. As the City grows, additional vehicle travel lanes and wider pedestrian walkways are needed on some roadways to accommodate the increase in population. The Bylaw needs routine amendments over the years to cover changes in growth patterns. This current amendment actually reduces the number of setback areas in the present Bylaw.

The streets now named in the Bylaw are those that are considered necessary for future transportation network expansion into the 21st Century. In most cases these roads have an existing right of way width of 20.12 m. Typically, roadway expansion will require 2.13 m of land from both sides of the existing road right of way to provide a new wider right of way of 24.38 m. Some road rights of way of 30.0 m or more, will be required. In several areas along these specific roadways named in the Bylaw, the widening has already been purchased or dedicated to the City and further land will not be required.

It is important to note that this Bylaw amendment only establishes a clear area on private property to some day accommodate a road or walkway widening. The title to the land remains with the property owner unless he or she wishes to dedicate the widening area to the City for other reasons. When the demand for a wider roadway exists, the City will then contact the individual property owners and negotiate to purchase this setback area at fair market value. The intent of the Bylaw requirement is to minimize the inconvenience to the property owner by not having to move or relocate an expensive building or portion of a building in this setback area and to minimize the cost of purchasing this setback area when it is required for road widening. The Bylaw does not require you to dedicate this setback area to the City. The Bylaw only requires the preservation of a clear area that may some day be purchased by the City.

New buildings or any type of permanent foundation will not be permitted in the setback area. The Bylaw will be interpreted in the following manner for those buildings that already exist within the setback area.

1. Any building which intrudes into the setback provided for in the Land Use Bylaw would be allowed to make non-structural alterations to the building.
2. Under the proposed amendments to the Provincial Municipal Government Act, it is anticipated that minor structural alterations to a building which intrudes into the setbacks would also be allowed. Each application involving structural alterations would be dealt with on a case by case basis, although some criteria may be developed to guide decision making.

May 1, 1995

Page 2

3. Major expansion of a building which already extends into the setback area or expansion of an existing building into the setback area would not be allowed.

Point #2 on Page 2 of our letter dated April 20, 1995 made reference to setbacks for overhead electrical wiring. This reference was incorrect. It should have read as follows:

- "2. Section 4.4.1(2) is hereby rescinded and replaced with the following section:

4.4.1(2) Notwithstanding Section 4.4.1, the additional front and side yard requirements of a site abutting the following streets shall be as shown on the maps as outlined:"

Should you have any questions or concerns regarding this matter, please contact the:

Engineering Department	342-8158, or
City Clerk's Department	342-8132

Sincerely,

KELLY KLOSS
City Clerk

KK/clr

COMMENTS:

As Council may be aware, the proposed Bylaw Amendment has created some confusion amongst those who are immediately impacted and have now been notified of the changes. A great many of the concerns arise because of a lack of understanding of the intent of the Bylaw, or a simple lack of unawareness that setbacks are already in existence for the majority of these properties. As a result, a follow up letter dated May 1, 1995, which is attached, has been sent to all impacted property owners to try and clarify some of the recurring issues.

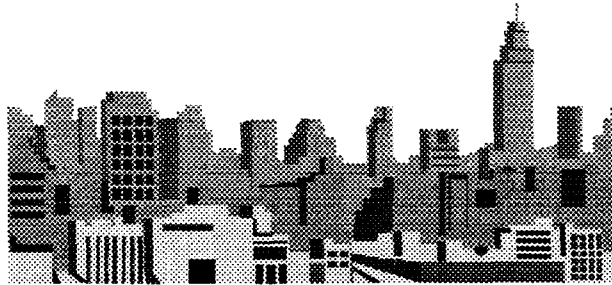
Subject to the results of the Public Hearing, Council can then proceed with second and third readings of this Bylaw.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

ROAD RIGHT OF WAY WIDENING

REPORT



REFERENCE:

THE CITY OF RED DEER
LAND USE BY-LAW NO: 2672/80

DATE:

SEPTEMBER 20, 1994

ORIGINATING DEPARTMENT:

ENGINEERING DEPARTMENT

PARTICIPATING DEPARTMENTS:

BY-LAWS & INSPECTIONS DEPARTMENT
FIRE DEPARTMENT
RED DEER REGIONAL PLANNING
COMMISSION

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1.0 EXECUTIVE SUMMARY

The provision for road widening in the Land Use By-law is necessary for the long-term, orderly, and cost-effective growth of the City. A recent article entitled "Roadways and Rights of Way Can Help Reduce Civic Sprawl", published in the Journal of Commerce, suggests that urban areas close to the downtown centre should have streets with varying right of way widths. The article goes on to state that downtown streets typically have the following right of way widths:

- 30 m right of way as a grand boulevard and the focal point of the community.
- 26 m right of way on main streets within the downtown area.
- 20 m right of way on downtown streets intended to provide access.

These dimensions are not much different from what is being considered in this report. The original right of way width established in the Province of Alberta is 20 m (66 ft). Recognizing the need to provide for growth in traffic volumes, the City has made considerable progress over the years toward obtaining wider rights of way to provide the opportunity for expansion. More space will permit future improvements to either the roadway or the sidewalk. The process of acquiring the wider rights of way is not complete; therefore, any change to the existing practise should be carefully considered.

During the course of this study, the Committee concluded that from the perspective of vehicle capacity, there are a number of roadways that could be deleted from the widening or "setback" provisions of the By-law. The Committee also concluded that there are certain roadways that are key to the development of the City, which should be protected so that the future growth can be accommodated.

These roadways have been identified as follows:

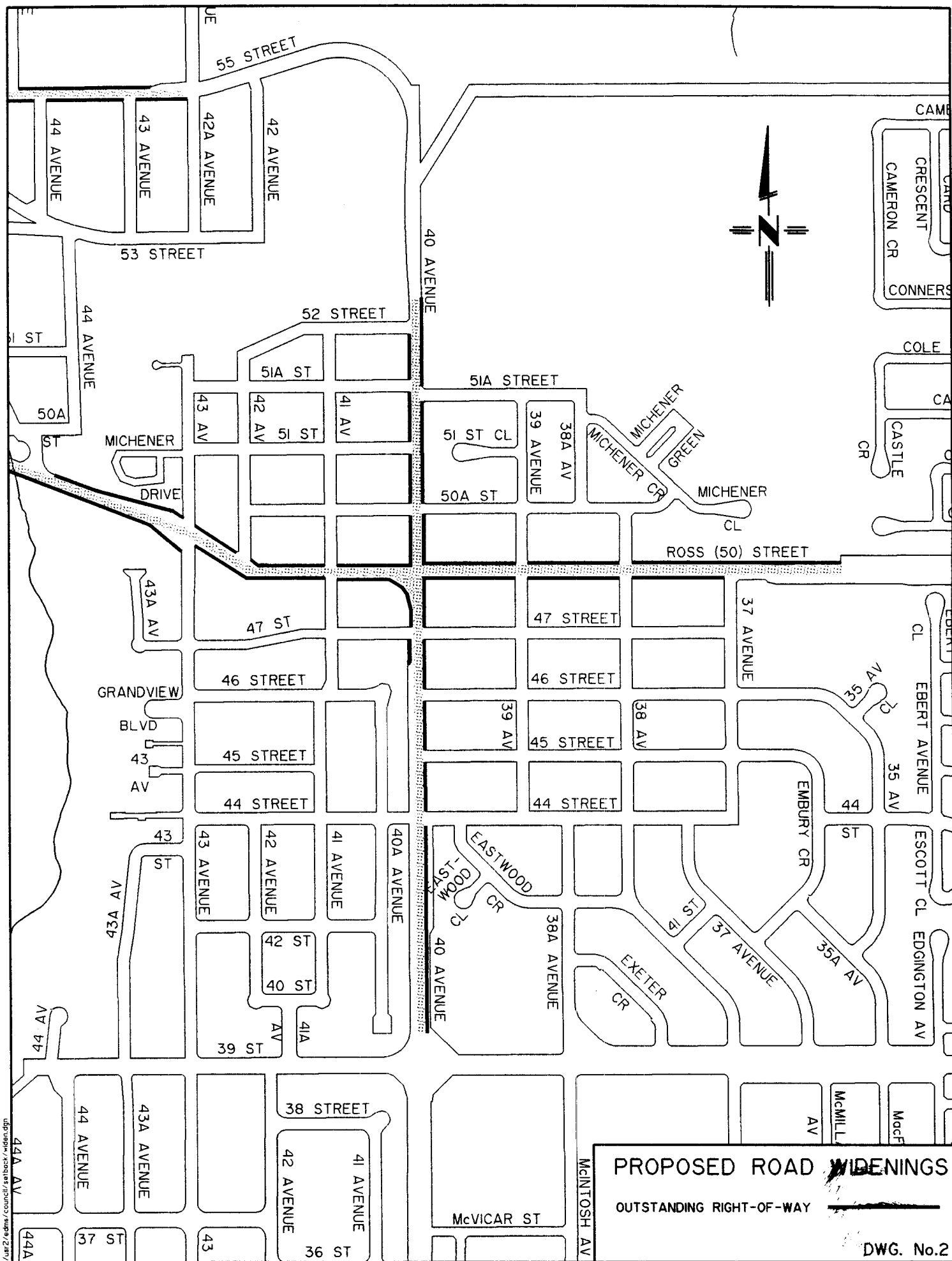
	<u>ROAD WIDENING REQUIREMENTS</u>	<u>ULTIMATE WIDTH</u>
1.	Ross/49 Street One-Way Couplet	30.48 m and 24.38 m
2.	Gaetz/51/49 Avenue One-Way Couplet	30.48 m and 24.38 m
3.	55 Street, from Gaetz Avenue to 42 A Avenue	24.38 m
4.	45 Street, from Taylor Drive to 48 Avenue	24.38 m
5.	43 Street, from Taylor Drive to 48 Avenue	24.38 m
6.	48 Avenue, from 55 Street to 43 Street	24.38 m
7.	Ross Street, from 45 Avenue to Michener Centre Access Road	30.48 m
8.	40 Avenue, from 52 Street to 39 Street	30.48 m

Drawings No. 1 and 2 illustrate the roadways described above. Council should be aware that there are locations within the outstanding road widening areas where buildings have been set back, but the ownership has not been transferred to the City. Although the City does not own the land, the ability exists to acquire the land without building demolition or great cost, when the need occurs.

Due to the hard conversion between Imperial and Metric Systems of Measurement rounded numbers have not been used. Previously acquired road widenings have been based on 7 ft. The exact conversion is 2.13 m. Similarly the 66 ft original right of way width converts to 20.12 m, which when added to 2.13 m of widening on each side of the roadway yields 24.38 m.

The Committee had a great deal of difficulty in deciding if the actual calculated widening (if less than 2.13 m) should be introduced or whether the existing 2.13 m widening under the current By-law should be retained. In order to maintain a constant right of way width and to be fair to other property owners who have previously provided the 2.13 m widening, the majority of the Committee members favoured keeping the existing 2.13 m widening in these instances.

The Land Use By-law should be amended by removing all references to "additional setbacks" as noted in Section 4.4 and a new section inserted that establishes the protected roadways and the ultimate right of way width as per Section 6.0 of the report. It should stipulate that the amount of road widening required to meet the ultimate width should be taken equally from each side and calculated from the base right of way width of 20 m (66 ft). It should also stipulate that any front, rear, or side yard building setbacks, as required elsewhere in the By-law, should be calculated from the ultimate road width.



2.0 INTRODUCTION

This report was initiated at the request of the Downtown Planning Committee and with the concurrence of City Council.

The purpose of the report is to complete a detailed review of the existing road widening setbacks as they relate to properties in the City of Red Deer, to provide clarification as to where and how the road widenings should be acquired, and to indicate the implications of exempting certain sites from the road widening requirement.

Laneways or back alleys in the Downtown area are not included in this review, as the basic 6.1 m (20 ft) lane right of way width is adequate for transportation purposes. There are other needs to be addressed; such as the requirements of the E. L. & P. Department, the Provincial Building Code, and the Alberta Fire Code; which will require wider lane widths for loading and above ground electrical installations. This is the subject of a separate report to Council.

In order to provide a mechanism for input from other concerned City Departments relative to the future road right of way widths, the Engineering Department sought and obtained input from the Fire Department, By-laws & Inspections Department, Planning Commission, and the Community Services Division. The E. L. & P. Department did not have concerns relative to road right of way width. Committee meetings occurred on August 11th, 18th, 25th, September 1st, 12th, and 22nd 1994, to complete the necessary work in order to put forth the recommendations included in the report.

The main philosophy adopted by the Committee was to provide sufficient space for the future construction of a safe and efficient transportation network that will serve the majority of Red Deer citizens at the least possible cost. It was acknowledged that all circumstances would not be covered and that there will be need for updates as the City grows and develops.

3.0 EXISTING LAND USE BY-LAW PROVISIONS

Provision for future road right of way widening has been in place in the current Land Use By-law since or even before the 1960's. Amendments to the By-law have been processed over the years, resulting in some duplication and ambiguity. In addition, through normal growth and development of the City, transportation patterns have changed and the original assumptions made years ago may not be valid.

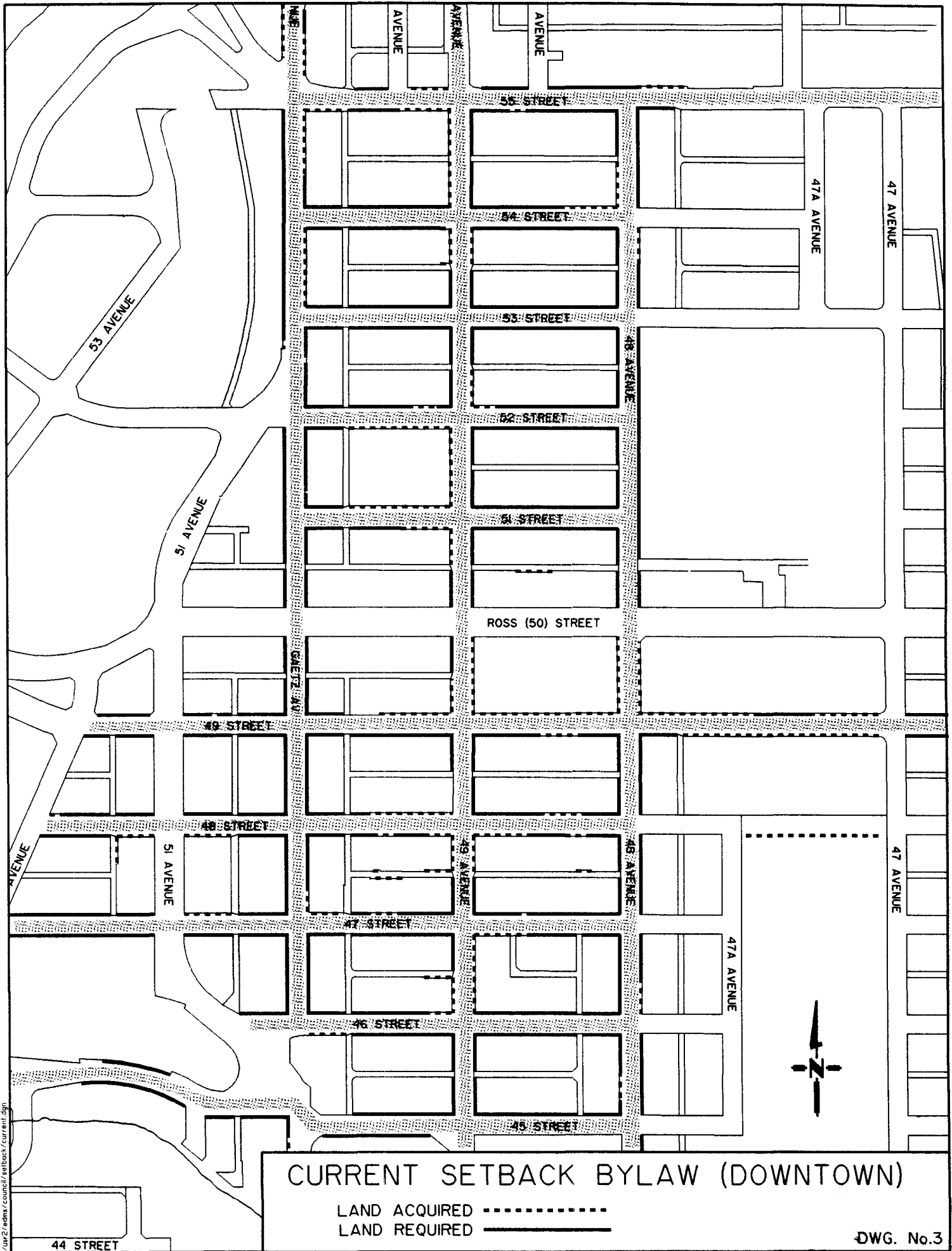
Although there does not appear to be any documentation on file, the Engineering Department believes that the original rationale for designating the current setbacks in the By-law were as follows:

1. To provide space for future road widening as the demand for through or turning movements increased, or a demand for on-street parking or cyclist areas materialized.
2. To provide space for future sidewalk widening to accommodate increasing pedestrian demands or additional streetscape items such as trees, bike storage racks, litter containers, benches, tables, bus shelters, or extension of sidewalk cafes.
3. To provide a more open appearance within the Downtown as the buildings become taller and more dense.

In order to provide for the above, it was determined years ago that the original 20.12 m (66 ft) right of way was inadequate in some areas. The result was the current road setbacks in the By-law which are meant to achieve a 24.38 m (80 ft) ultimate right of way width for the majority of Downtown roadways. This requires a 2.13 m (7 ft) setback to all properties on the affected streets. The derivation of this dimension was likely based upon four travel lanes at 11 ft, two on-street parking lanes at 7 ft, and two sidewalks at 11 ft.

The existing setback requirements have been extracted from the By-law (entitled Section 4.4 ADDITIONAL SETBACKS) and are included in the APPENDIX. Drawing No. 3 has been prepared to assist in determining the existing Downtown dedication status. This information was extracted from legal plans which indicates a title transfer to the City. There are buildings that have been set back in accordance with the current By-law, but the land has not been transferred to the City. (An example is the BAY property on the corner of 49 Avenue and 49 Street.)

We felt that planning criteria number 3 may not be an important issue to the Downtown at this point in the City's development history, and thought it could be ignored. The recommendations arising out of this study are entirely based upon an anticipated demand to accommodate pedestrians, cyclists, the physically challenged, property access, and vehicles with some consideration to standardizing on the amount of widening to avoid staggered right of way widths, inconsistent application, and minimize confusion.



CURRENT SETBACK BYLAW (DOWNTOWN)

LAND ACQUIRED
LAND REQUIRED —————

DWG. No.3

4.0 TRAFFIC ANALYSIS

The table entitled ROADWAY WIDENING REQUIREMENTS, included in the APPENDIX, draws upon information from three areas; the General Transportation Study 1990 by IMC Consulting Ltd, the Engineering Department's "as-built" record plans, and the existing Land Use By-law.

The IMC Study was used to establish an average carrying capacity of a single travel lane during the peak traffic hour and to compare this capacity with the predicted traffic volumes at the 115,000 population level. The IMC study indicates that the carrying capacity of a roadway in an urban environment is governed by the capacity of the signalized intersections. Increased delays and long vehicle queues result from lack of roadway capacity. They state that the capacity of any road section becomes a function of the number of travel lanes and the percentage of green time that is available at intersections. In general, the capacity of an arterial roadway is 800 vehicles per lane per hour, while a collector roadway is typically 600 vehicles per lane per hour due to the lower percentage of green time at a signal that is assigned to the minor street.

There are exceptions, such as the Gaetz and 49 Avenue River Bridges. Due to no side friction, the actual capacity is closer to 1000 to 1200 vehicles per lane per hour. Side friction is a term used to describe the reduction in travel speed of a vehicle in an outside lane, that occurs when a motorist slows or stops to either manoeuvre into a parking stall or a private driveway. If there is congestion in the private driveway or parallel or angled parking exists, the capacity of the outside lane will drop significantly. They also state that the carrying capacity of a one-way road is higher than a two-way road due to less conflicting turn movements. They finally conclude that the above noted generalized capacity values of 800 vehicles per lane per hour and 600 vehicles per lane per hour are considered satisfactory for prediction purposes. The Engineering Department used the 800 vehicles per lane per hour on the two couplets as they are designated in the City Transportation By-law as part of the arterial roadway network.

The future traffic volumes were generated through the use of a computer program called TMODEL/2 Transportation Program. All the existing internal to internal traffic movements within the City were loaded into the model, as were the internal to external traffic movements from the adjacent Provincial Highways. The base transportation network assumed that the following transportation features were in place:

FEATURE		OPERATING BY	STATUS
1.	Taylor Bridge twinned to four lanes	60,000	Existing
2.	43 Street reconnected to Taylor Drive	60,000	Existing
3.	Taylor Drive complete from Ross Street to Delburne Road as four lanes	60,000	Existing
4.	45 Street Overpass dismantled and replaced with an at-grade intersection	60,000	Existing
5.	Ross/49 Street One-Way Couplet	60,000	Existing
6.	32 Street upgraded to four lane divided	60,000	In Progress
7.	67 Street River Bridge twinned to four lanes	75,000	2000
8.	77 Street River Bridge and connecting arterials	90,000	2010

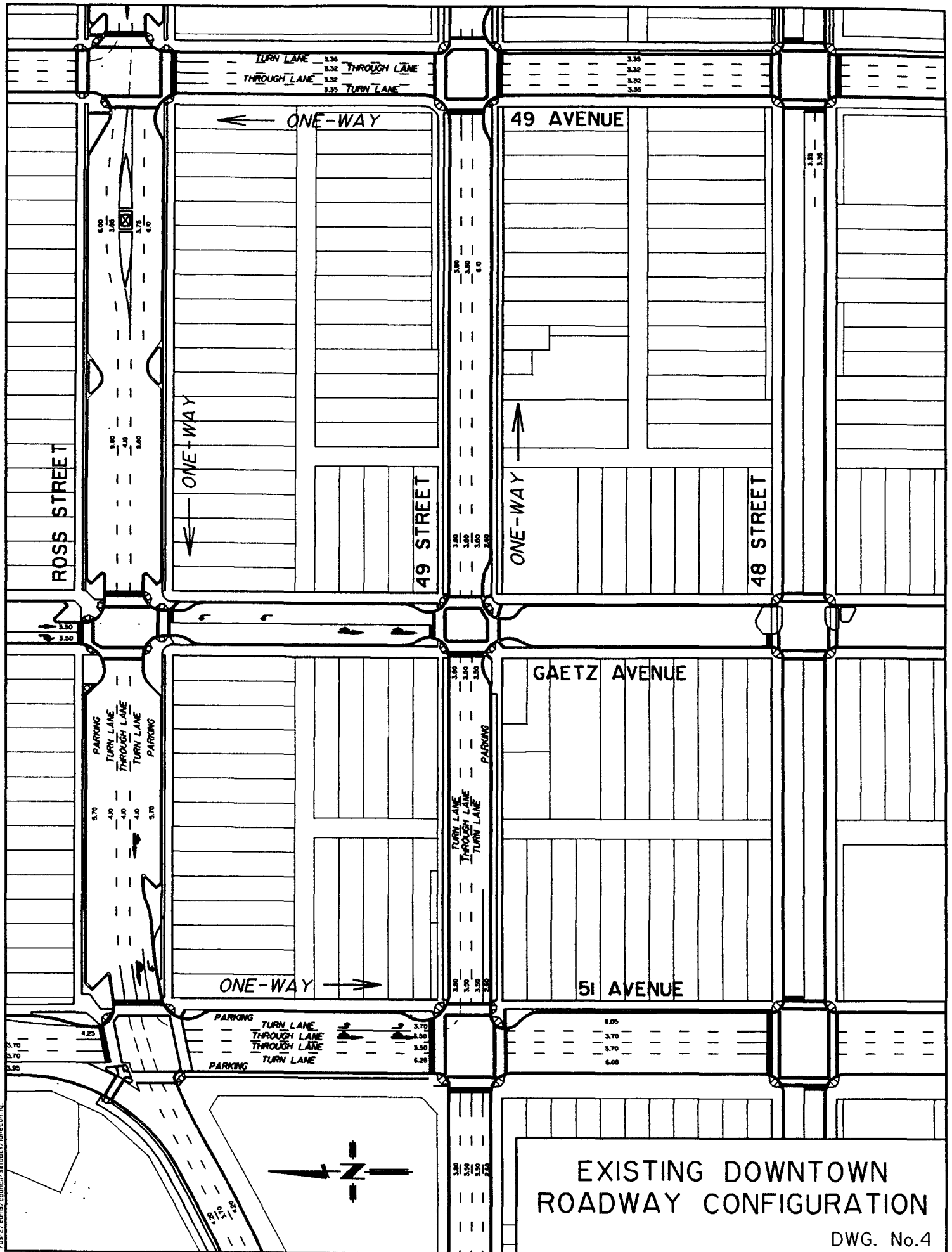
The Engineering Department's record plans were used to extract the existing road right of way, sidewalk and parking widths for inclusion in the table.

The Land Use By-law provided the current setback information for road widening purposes.

The Engineering Department used the direct recommendations extracted from the IMC General Transportation Study to identify the required number of through and turning lanes at the 115,000 population level. The one exception is relative to the Ross/49 Street Couplet. Page 6.14 of the IMC Study recommends three through travel lanes plus turning lanes at each major intersection. Based on the traffic projections contained elsewhere in the report, the Engineering Department feels that two travel lanes plus two turning lanes (first level widening) would be adequate to handle the 115,000 population traffic demand. This is reflected in the recommendations. In other areas where the Transportation Study was unclear or did not provide sufficient information, the Engineering Department used the simple method of dividing the projected traffic volume by the generally accepted capacity figure of 800 vehicles per lane per hour. Once the number of travel lanes was determined, the sidewalk widths were added to generate a new right of way width. The existing standard right of way width of 20.12 m (66 ft) was then subtracted from the new right of way width to yield the required road widening.

Drawing No. 4 indicates the current lane configuration on both the north/south and east/west Downtown couplets. This may be helpful in relating the recommendations in the table to the existing field conditions.

It should be noted that this review did not look at every intersection within the City and, therefore, there may be some additional requirements for road right of way widening surrounding major intersections such as Gaetz Avenue and 32 Street, Gaetz Avenue and Delburne Road, Gaetz Avenue and 77 Street, Gaetz Avenue and Highway 11A, Delburne Road and 40 Avenue, and Delburne Road and 30 Avenue. The Committee suggested that this should be the subject of a separate sub-study as part of the General Transportation Plan Update that is anticipated to occur in 1996 or 1997.



EXISTING DOWNTOWN
ROADWAY CONFIGURATION

DWG. No.4

5.0 DESIGN CROSS SECTIONS

The design assumptions used in the analysis are summarized in this section. There are four roadway cross sections which were used to generate the proposed road widening plan.

1. Basic Cross Section (Drawing No. 5)

Is intended for use where the anticipated traffic volumes are low and where access to businesses is more important than motorist delay or congestion. **A typical application would be 48 Street, between 52 Avenue and 48 Avenue.** The section can be accommodated within the standard right of way width of 20.12 m (66 ft) and provides for one travel lane and one lane of on-street parking in each direction of travel. The sidewalk width of 3.35 m (11 ft) also forms part of this road section.

2. First Level Road Widening Cross Section (Drawing No. 6)

Is required where there is a mixture of both through and local access traffic. **A typical application would be the 49/Ross Street One-Way Couplet.** Truck traffic, City Transit buses, and emergency vehicles frequently use this roadway. This section may be used as a two directional or one-way; however, widening is required to provide the standard width travel lanes. This section is 2.98 m (9.8 ft) wider than the standard right of way and, therefore, requires a minimum 1.49 m (5 ft) right of way widening on each side. The Committee had a great deal of difficulty in deciding if the actual calculated widening (if less than 2.13 m) should be introduced or whether the existing 2.13 m widening under the current By-law should be retained. The majority of the Committee believed that the current By-law provision of 2.13 m should be retained to cover these instances for the following reasons:

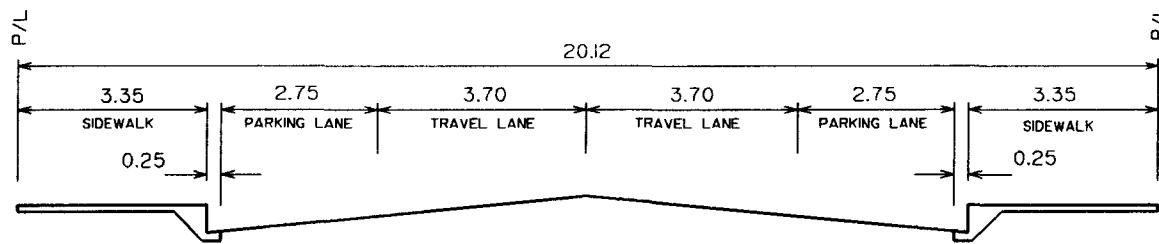
- a. To avoid introducing other width categories which would add to the complexity of interpreting the By-law.
- b. To avoid creating a varying right of way width.
- c. To avoid creating varying building setbacks. Staggered building fronts create corners where garbage and other debris gathers, presents a hazard to the visually impaired, and creates visual exposure problems that may be of concern to some businesses.
- d. To be unfair to those that have previously adhered to the 2.13 m setback.
- e. To provide some flexibility to adjust the sidewalk width if necessary.

3. Second Level Road Widening Cross Section (Drawing No. 7)

Is required on a one-way street system where the traffic use is similar to the first level widening, but the volumes are heavier requiring the one additional travel lane. **An application would be the Gaetz/51/49 Avenue Couplet.** Trucks, buses, and emergency vehicles are frequent users of this road section. This section is 4.26 m (14 ft) wider than the standard right of way and, therefore, 2.13 m (7 ft) is required as a road widening from each side. This widening is identical to the current By-law setback requirements. The travel lane widths have been reduced to 3.5 m, which although below the recommended width of 3.7 m, is acceptable where space is limited. The sidewalk widths have been reduced to 3.0 m in this instance to accommodate the extra lane within the current By-law setback. As can be seen by Drawings No. 9 and 10, the minimum space needed by a pedestrian passing a pedestrian is 1.80 m. This dimension, added to the 1.50 m area for fixed street furniture requires a minimum sidewalk width of 3.35 m (11 ft). The 3.0 m sidewalk width is, therefore, below standard. The Community Services Division has recognized this and confirmed that the 3.0 m width in this instance is adequate. They intend to reduce the fixed street furniture area of 1.50 m to 0.9 m by not planting large trees and are considering alternatives such as shrubs and planters.

4. Third Level Road widening Cross Section (Drawing No. 8)

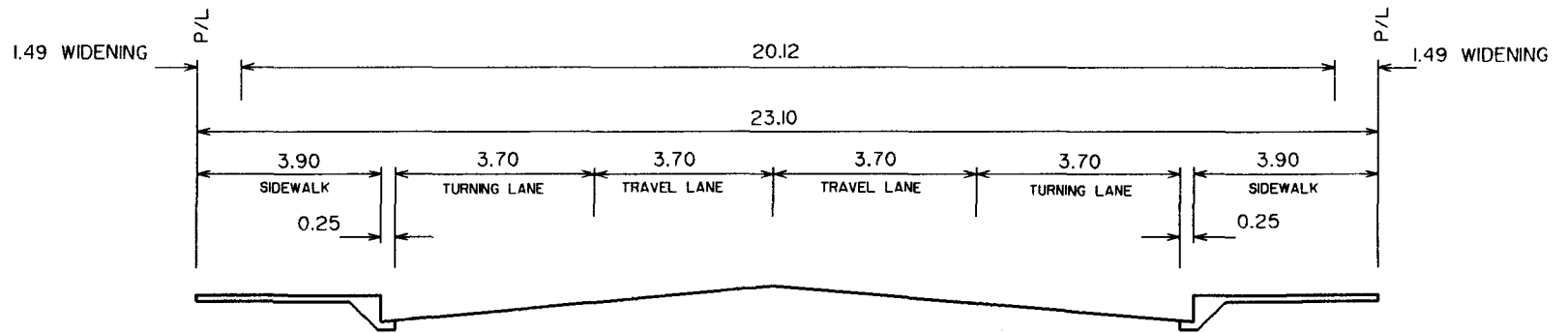
Is intended for use on an arterial roadway where the traffic volumes are anticipated to range up to 30,000 vehicles per day. **An application is 40 Avenue, between 39 Street and 52 Street.** Access to adjacent private properties is restricted; therefore, outside turning lanes are not required. A wider raised centre median is required, however, to separate the left turning vehicles from the straight through traffic. There is a allowance for a 2.5 m sidewalk on one side of the roadway, plus space to install a noise fence, if required. There would be no room to build earth berms as a noise attenuation device. This section is 10 m (33 ft) wider than the standard right of way; therefore, 5 m (16.5 ft) of road widening is required from each side. This arterial right of way is much smaller than the 60 m (200 ft) width used in new residential areas which permits the construction of earth berms as noise attenuating devices. The 30 m (100 ft) section is only intended for use in existing built up areas or in a retrofit situation.



NOTES:

1. STANDARD RIGHT-OF-WAY OF 20.12m
2. TYPICALLY USED ON MINOR DOWNTOWN ROADWAYS
3. NO PROVISION FOR FUTURE ROAD OR SIDEWALK WIDENING.
4. TYPICAL TWO-WAY OPERATION.
5. TYPICAL APPLICATION WOULD BE 48 ST. BETWEEN 52 AVE. AND 48 AVE.

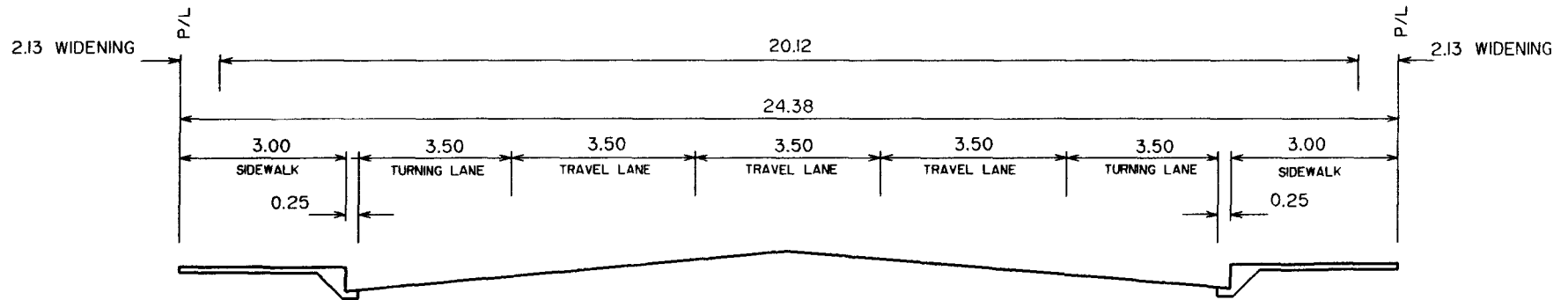
BASIC CROSS-SECTION
DRW. No.5



NOTES:

1. MINIMUM RIGHT-OF-WAY REQUIREMENT OF 23.10m
2. COMMITTEE RECOMMENDED REQUIREMENT OF 24.38m
3. NORMALLY NO PROVISION FOR ON-STREET PARKING UNLESS SPACE PERMITS.
4. COULD BE TWO-WAY OR ONE-WAY OPERATION.
5. TYPICAL APPLICATION WOULD BE 49/ROSS ST. ONE-WAY COUPLET.

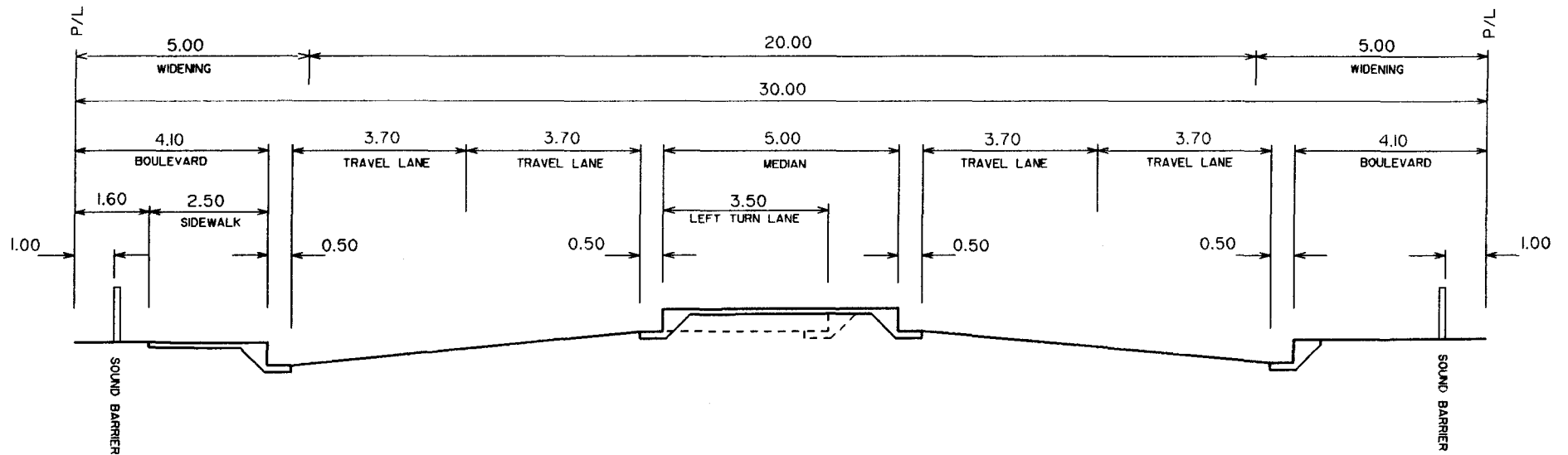
1st LEVEL WIDENING
CROSS-SECTION
DRW. No.6



NOTES:

1. MINIMUM RIGHT-OF-WAY REQUIREMENT OF 24.38m
2. TYPICAL ONE-WAY OPERATION IN SPACE RESTRICTED AREA.
3. NORMALLY NO PROVISION FOR ON-STREET PARKING UNLESS SPACE PERMITS.
4. TYPICAL APPLICATION WOULD BE GAETZ/51/49 AVE. ONE-WAY COUPLET.

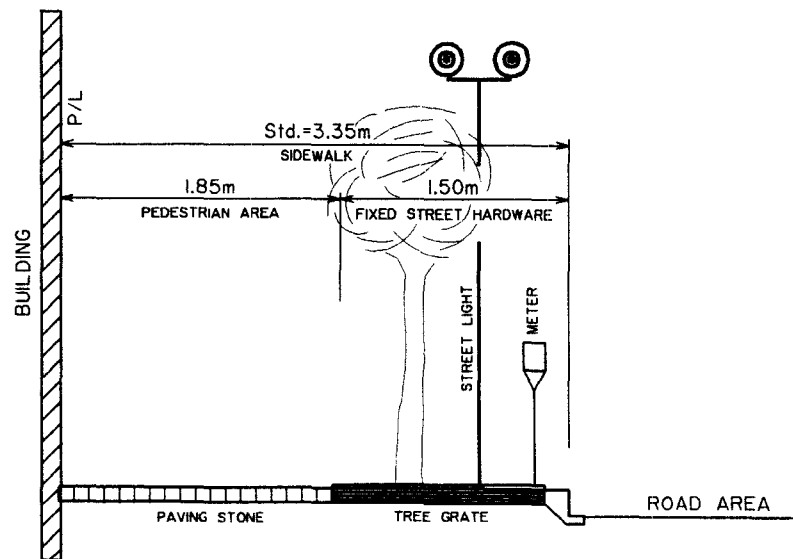
2nd LEVEL WIDENING
CROSS-SECTION
DRW. No.7



NOTES:

1. PROPOSED RIGHT-OF-WAY OF 30.00m
2. DISTANCE BETWEEN OUTSIDE CURBS = 21.80m
3. PROVISION TO CONSTRUCT A 2.50m SIDEWALK ON ONE SIDE.
4. SUFFICIENT RIGHT-OF-WAY HAS BEEN PROVIDED TO ALLOW
FOR A SOUND ATTENUATION WALL TO BE CONSTRUCTED IF REQUIRED.
5. NO PROVISION FOR ON-STREET PARKING.
6. TYPICAL APPLICATION WOULD BE 40 AVE. BETWEEN 39 ST. AND 52 ST.

3rd LEVEL WIDENING
CROSS-SECTION
DRW. No.8



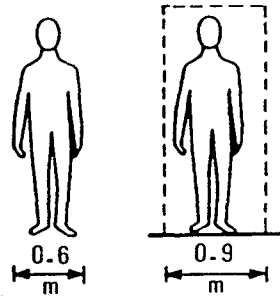
MINIMUM REQUIREMENT TO ACCOMMODATE:	STREET HARDWARE AREA:	TOTAL SIDEWALK WIDTH:
TWO PEDESTRIANS - 1.85m	+ 1.50m	= 3.35m
ONE PEDESTRIAN AND ONE WHEELCHAIR - 2.0m	+ 1.50m	= 3.50m
TWO WHEELCHAIRS - 2.4m	+ 1.50m	= 3.90m

(SEE DWG. No. 10)

DOWNTOWN SIDEWALK CROSS-SECTION

DRW. No.9

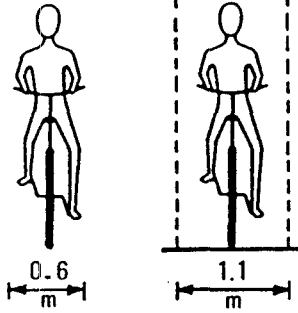
PEDESTRIAN



physically
occupied
space

occupied space
plus
"no touch zone"

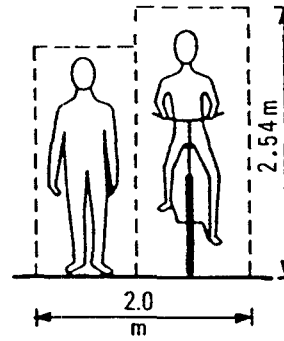
BICYCLE



physically
occupied
space

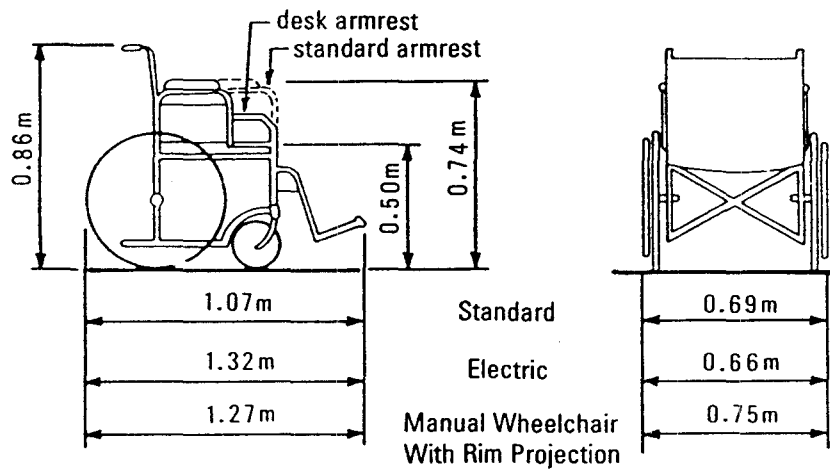
operating space
minimum design

SHARED FACILITY

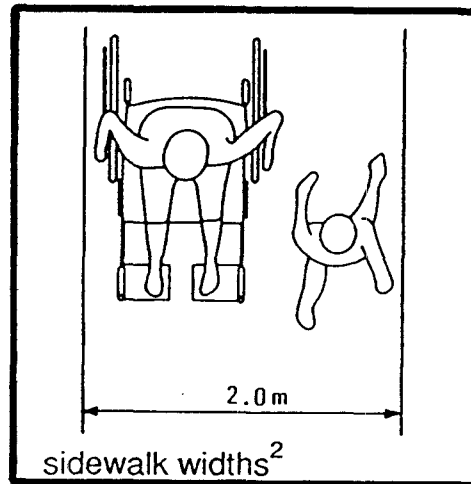
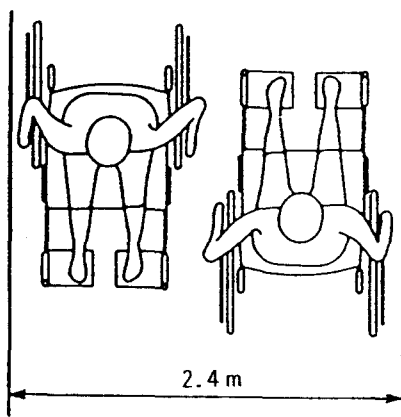


operating space
minimum design

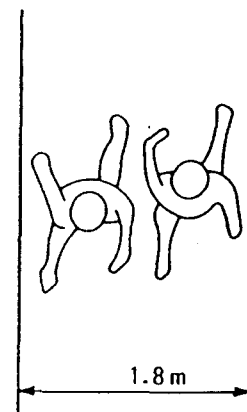
basic pedestrian and shared facility dimensions¹.



wheelchair dimensions²



sidewalk widths²



SIDEWALK REQUIREMENTS and WIDTH DIMENSIONS

6.0 PROPOSED LAND USE BY-LAW CHANGES

The table included below summarizes the recommended roadways that should be protected and the amount of widening required. This table corresponds to Drawings No. 1 and 2.

ROADWAY	EXISTING RIGHT OF WAY WIDTH	WIDENING REQUIRED EACH SIDE	FUTURE RIGHT OF WAY WIDTH
1. 55 Street - 54 Avenue to 42 A Avenue	20.12 m plus roadway widenings already acquired. Also see following note.	2.13 m	24.38 m
NOTE: The north and south property lines of 55 Street, from Gaetz Avenue to 42 A Avenue, are not parallel. If widening is required, a detailed plan will be required showing the correct dimensions for each block.			
2. Ross Street - 45 Avenue to 1/4 line east of 35 Avenue (Michener Centre Access Road)	20.12 m plus widenings already acquired.	10.00 m	30.00 m
NOTE: Based on existing right of way widths, the widening required on each side of Ross Street will vary from 1 m to 5 m. A detailed widening requirement plan has been prepared by the Engineering Department.			
3. 49 Street - 52 Avenue to 47 Avenue	20.12 m plus 2.13 m widenings already acquired.	2.13 m	24.38 m
4. 45 Street - Taylor Drive to 48 Avenue	20.12 m plus 2.13 m widenings already acquired.	2.13 m	24.38 m
5. 43 Street - Taylor Drive to 48 Avenue	20.12 m plus 2.13 m widenings already acquired.	2.13 m	24.38 m
6. Gaetz Avenue - Red Deer River to 52 Street	20.12 m plus 2.13 m widenings already acquired.	2.13 m	24.38 m
7. Gaetz Avenue - 45 Street to 42 A Street	20.12 m plus 2.13 m widenings already acquired.	2.13 m	24.38 m
8. 49 Avenue - 55 Street to 43 Street	20.12 m plus 2.13 m widenings already acquired.	2.13 m	24.38 m
9. 48 Avenue - 55 Street to 43 Street	20.12 m plus 2.13 m widenings already acquired.	2.13 m	24.38 m
10. 40 Avenue - 39 Street to 52 Street	20.12 m plus widenings already acquired.	10.00 m	30.00 m
NOTE: Based on existing right of way widths, the widening required on each side of 40 Avenue will vary from 1 m to 6 m. A detailed widening requirement plan has been prepared by the Engineering Department.			

7.0 DISPOSAL AND ACQUISITION OF ROAD WIDENING AREAS

There is a need to note the difference between a building setback to provide a front yard area and a building setback to accommodate a future road widening. Similarly, there is a need to distinguish between setback areas that exist but remain under private ownership and the dedicated setback areas where the ownership has been transferred to the City, in most cases for a nominal sum or through process of a land exchange.

The Committee recommends that the term "setback" apply only where there is an intent to establish a front, side, or rear yard and that the term "road widening" be adopted where there is a need to provide for a wider road or public right of way. This same principle should be followed in the By-law where there is a need to provide for a wider lane right of way.

The City, unless otherwise directed by Council, must dispose of surplus City owned lands at fair market value. In cases where the City has paid market value for the road widening area and it becomes surplus to the needs of the City, the Committee believes that it could be disposed of at fair market value. Where the road widening area has been acquired by the City at a nominal sum and it becomes surplus to the needs of the City, the Committee believes it should be offered back to the original landowner for a nominal sum.

It was also the feeling of the Committee that there may be little interest by the adjacent landowner to acquire the surplus road widening due to the parcel shape and potential for increased property tax. There may be other effective uses for surplus road widening areas for streetscape items, such as pedestrian or Transit benches which should be fully researched prior to offering any land for sale.

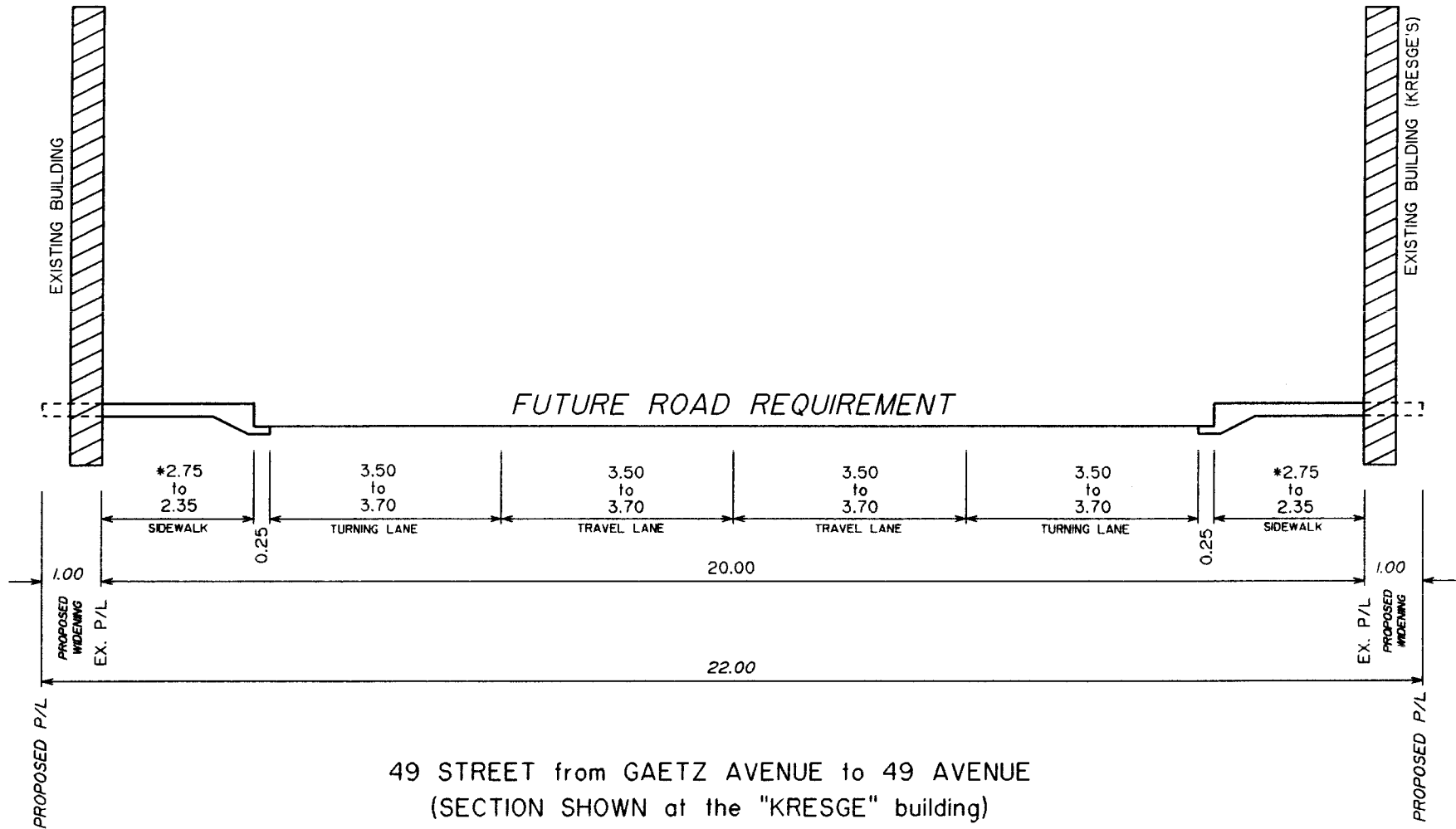
The Committee recommends, with regard to the acquisition of the outstanding road widening areas, that a Right of Way Sales and Acquisition Reserve Fund be established wherein the revenue from the sale of any City owned utility lot, laneway, or roadway would be deposited, and this would provide the necessary funds throughout each year to purchase at market value, the odd pieces of road widening as they become available through development or redevelopment. This would include the legal and survey fees associated with registering a change of land title. There may be times where the developer chooses to dedicate the road widening to the City in return for relaxation of a development permit condition.

8.0 IMPLICATIONS OF ISOLATED SITE EXEMPTIONS

There has been considerable discussion relative to the By-law covering new construction only, and possibly exempting either renovation projects or those buildings that were built prior to the By-law amendment date. The impact to the City from a transportation view point has been identified by the Committee as follows:

1. An immediate bottleneck arises for the pedestrian when it comes time to widen the roadway. Drawing No. 11 illustrates the resulting cross section on 49 Street adjacent to the existing Kresge's building. As one will note from the drawing, regardless of either the 3.5 m or 3.7 m travel lane width, the remaining sidewalk areas are below the recommended standards set out in the Transportation Association Geometric Design Manual for Canada.
2. Alternatively, if the decision is made to provide wider walkways at the expense of the number of vehicle travel lanes, the result is elimination of a traffic lane which would not provide the required vehicle capacity.
3. Non-structural renovations are permitted under the By-law and are a common occurrence. When structural renovations occur, these are often very costly and could significantly increase the property value and length of tenure. When improvements to the roadway are necessary and no provision for right of way widening is made, the land acquisition costs become very expensive, if not prohibitive. This additional cost would be passed on the taxpayers of the City.

In view of the above, the Committee does not support either the exclusion of structural renovation projects or those structures that were built prior to the passing of the By-law amendment.



* BOTH SIDEWALK WIDTHS ARE BELOW RECOMMENDED STANDARD

IMPLICATIONS OF INDIVIDUAL BUILDING EXCEPTIONS

DRW. No. II

9.0 APPENDIX

1. Existing By-law Section 4.4 "Additional Setbacks"
2. Future Roadway Widening Calculations

- (4) Unless Municipal Planning Commission otherwise authorizes, all buildings erected on sites abutting the following streets shall comprise at least two storeys above grade for a depth of at least thirty per cent of the distance from the site boundary abutting the said street to the opposite site boundary and in no case less than a depth of thirty feet.

<u>Abutting</u>	<u>Between</u>	<u>And</u>
Ross Street	48 Avenue	51 Avenue
Gaetz Avenue	45 Street	55 Street
49 Avenue	within C.1 District	
49 Street	48 Avenue	51 Avenue
48 Avenue	49 Street	Ross Street
51 Avenue	45 Street	53 Street

4.3.2 Buildings per Site

- (1) In a residential district not more than one (1) residential building may be erected upon a lot except with the approval of the Development Officer and in accordance with the provisions of Section 78 of the Planning Act. (2672/J-91)
- (2) Not more than one principal building shall be erected and not more than one principal use shall be conducted on a site in a non-residential district except in the case of a group of commercial, industrial or institutional buildings and/or uses which have been approved by the Municipal Planning Commission and which are in conformance with this Bylaw.

4.3.3 Building Design, Character, Appearance

- (1) The design, character, appearance and building materials of any commercial or industrial building abutting on an arterial or major thoroughfare or on a service road parallel and adjacent thereto is subject to approval by the Municipal Planning Commission.
- (2) Metal Clad Buildings
- (a) No building in any district may be metal clad unless the type of metal cladding has been approved by the Municipal Planning Commission.
- (3) Non-combustible Structural Components
- (a) No person shall erect in a C.1 district after the passing of this Bylaw a building having exterior or bearing walls, columns, or arches of wood frame or other combustible material excepting heavy timber construction as defined in the Building Bylaw of the City of Red Deer as amended, provided that the Municipal Planning Commission in its discretion may permit an accessory building of wood frame or other combustible material.

4.4 ADDITIONAL SETBACKS

- 4.4.1** The minimum required front yard and the minimum required side yard of a site abutting any portion of the streets described in this section shall be increased by the corresponding additional setback herein stated, namely,

<u>Street</u>	<u>Portion to which Setback Applies</u>	<u>Additional Setback</u>
		<u>Metres</u>
40 Avenue	44 Street to 52 Street	6.0 east side
	From the lane south of 47 Street to 52 Street	1.5 west side
	39 Street to 44 Street	6.0 east side
48 Avenue	Waskasoo Creek to 55 Street	2.0 each side
49 Avenue	45 Street to Red Deer River	2.0 each side
Gaetz (50) Avenue	39 Street to Red Deer River	2.0 each side
	35 Street to north boundary of Lot 2, Block 1, Plan 8324 E.T.	15.0 east side
	58 Street to 61 Street	4.0 west side
60 Avenue	South City limits to 43 Street	11.0 each side
64 Avenue	67 Street to north City limits	11.0 each side
43 Street	54 Avenue to City limits	1.8 north side
45 Street	From 52 Avenue to 48 Avenue (2672/N-86)	2.0 each side
45 Street	52 Avenue to intersection with 43 Street	2.0 each side
46 Street	From 51 Avenue to 48 Avenue	2.0 each side
47 Street	52 Avenue to 48 Avenue	2.0 each side
48 Street	52 Avenue to 48 Avenue (2672/H-87)	2.0 each side
49 Street	52 Avenue to the lane east of Gaetz Ave. and from approximately 30.5 meters east of said lane to the intersection of 49 Street and Ross Street (2672/S-85)	2.0 north side
49 Street	52 Avenue to the intersection of 49 St. and Ross Street (2672/S-85)	2.0 south side
Ross (50) Street	45 Avenue to 42 Avenue	3.0 both side
Ross (50) Street	42 Avenue to 40 Avenue	4.3 north side

<u>Street</u>	<u>Portion to which Setback Applies</u>	<u>Additional Setback</u> <u>Metres</u>
Ross (50) Street	42 Avenue to 40 Avenue	3.0 south side
Ross (50) Street	40 Avenue to east boundary of S.W. 1/4 of Section 15-38-27-W4	2.7 south side
Ross (50) Street	East boundary of the S.W. 1/4 of Section 15-38-27-W4 to east City limits	8.8 each side
51 Street	Gaetz Avenue to 48 Avenue	2.0 each side
52 Street	51 Avenue to 48 Avenue	2.0 each side
53 Street	Gaetz Avenue to 48 Avenue	2.0 each side
54 Street	Gaetz Avenue to 48 Avenue	2.0 each side
55 Street	Gaetz Avenue to 40 Avenue - subject to Section 4.4.2	2.0 each side
59 Street	54 Avenue to 49 Avenue	2.0 each side
60 Street	Gaetz Avenue to 60 Avenue	2.0 each side
Riverview Ave.	54 Avenue to City limits north	6.0 east side
(Old Hwy.)	54 Avenue to City limits north	4.0 south side
Kerrywood Dr. (to Golf Course)	59 Street to 57 Street	5.0 each side
" "	57 Street to the west boundary of Block K, Plan 1314 H.W.	2.3 each side
" "		
Riverside Dr.	67 Street to north City limits	10.0 both sides

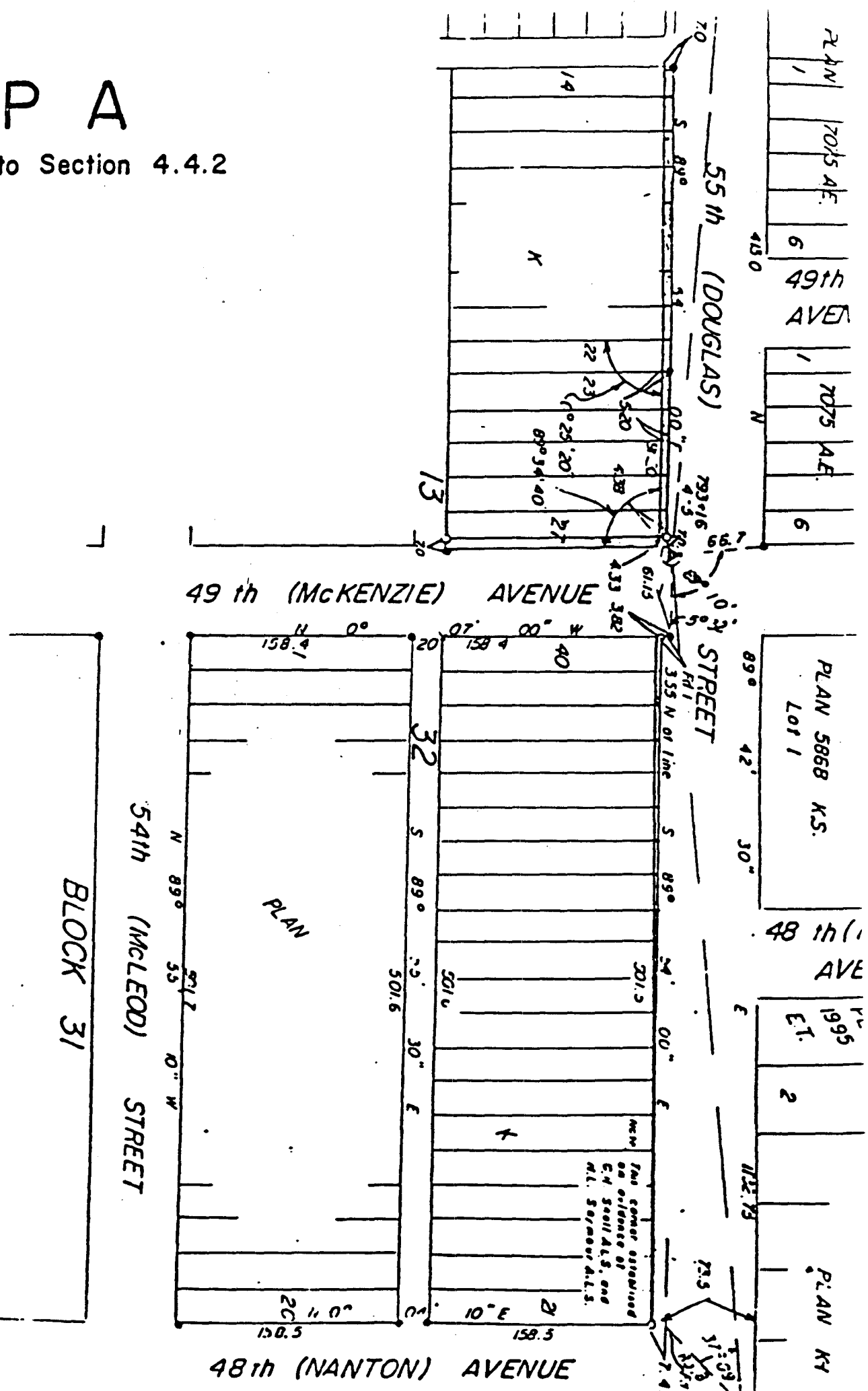
4.4.2 Notwithstanding Section 4.4.1 the additional setback along the south side of 55 Street between Gaetz Avenue and 48 Avenue shall be in accordance with Map A attached hereto.

4.4.3 Section 4.4.1 shall not apply to a lot in respect of which the owner has transferred title to The City of the land that would otherwise be required as additional setback, provided that, where the setback or any portion of it is occupied by a building, the owner has also entered into a License to Occupy agreement with The City. (2672/R-94)

4.5 UTILITY REGULATION STATIONS

- (1) Notwithstanding any other provision of this Bylaw, when a gas, electricity or waterworks pumping, regulating, transformer or storage building or equipment is allowed to be erected on a site, the dimensions of area of which are less than those required, such building or equipment shall be placed on the site in a position which is approved by the Municipal Planning Commission.

Refer to Section 4.4.2



THE CITY OF RED DEER - ENGINEERING DEPARTMENT
ROADWAY WIDENING REQUIREMENTS

ITEM NO.	ROADWAY	CURRENT SETBACKS (WIDENING)	EXISTING RAW WIDTH	EXISTING No. OF LANES	No. OF PARKING LANES	EXISTING SIDEWALK WIDTH	PEAK HOUR TRAFFIC		FUTURE NUMBER OF THRU LANES	FUTURE ON-STREET PARKING OR TURNING LANES	FUTURE MAXIMUM SIDEWALK WIDTH	FUTURE RAW WIDTH	MINIMUM / RECOM'D WIDENING
							1993	@ 115,000 POPULATION					
1. a.	60 STREET - GAETZ AVE. to 54 AVE.	2.0m EACH SIDE	Width Varies	4 @ 3.66m	0	1.50m Monolithic on south side	NOT AVAILABLE	NOT AVAILABLE	4 @ 3.70m	NONE	1 @ 1.50m & 1 @ 2.50M	20.12m	NONE
b.	60 STREET - 54 AVE. to 60 AVE.	2.0m EACH SIDE	20.12m	2 @ 2.99m	2 @ 2.50m	1.50m Monolithic both sides	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 1.50m	20.12m	NONE
2.	59 STREET - 54 AVE. to 49 AVE.	2.0m EACH SIDE	20.12m	4 @ 3.35m	0	1.37m Sep. on south side	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 3.70m	1 @ 1.50m & 1 @ 2.50M	20.12m	NONE
3. a.	55 STREET - GAETZ AVE. to 47 AVE.	2.0m EACH SIDE	20.12m	4 @ 3.35m	0	Width Varies from 1.22m to 3.35m	1,530	2,340	2 @ 3.70m	2 @ 3.70m	2 @ 3.35m	22.00m	1.88/4.26
b.	55 STREET - 47 AVE. to 42A AVE.	2.0m EACH SIDE	20.12m	4 @ 3.35m	0	Width Varies from 1.22m to 3.35m	1,200	1,740	2 @ 3.70m	2 @ 3.70m	2 @ 3.35m	22.00m	1.88/4.26
4.	54 STREET - GAETZ AVE. to 47A	2.0m EACH SIDE	20.12m	1 @ 4.14m (One-way westbound)	2 @ 2.5m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
5. a.	53 STREET - GAETZ AVE. to 49 AVE.	2.0m EACH SIDE	20.12m	2 @ 4.21m	2 @ 2.5m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
b.	53 STREET - 49 AVE. to 48 AVE.	2.0m EACH SIDE	20.12m	1 @ 4.14m (One-way eastbound)	2 @ 2.5m	1.83m Separate (Both sides)	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
c.	53 STREET - 48 AVE. to 47 AVE.	2.0m EACH SIDE	20.12m	2 @ 2.84m	2 @ 2.5m	1.22m Separate (Both sides)	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
6. a.	52 STREET - 54 AVE. to GAETZ AVE.	NONE	20.00m	4 @ 3.38m	0	0	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
b.	52 STREET - GAETZ AVE. to 48 AVE.	2.0m EACH SIDE	20.12m	2 @ 4.21m	2 @ 2.5m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE

THE CITY OF RED DEER - ENGINEERING DEPARTMENT

ROADWAY WIDENING REQUIREMENTS

ITEM NO.	ROADWAY	CURRENT SETBACKS (WIDENING)	EXISTING RAW WIDTH	EXISTING No. OF LANES	No. OF PARKING LANES	EXISTING SIDEWALK WIDTH	PEAK HOUR TRAFFIC		FUTURE NUMBER OF THRU LANES	FUTURE ON-STREET PARKING OR TURNING LANES	FUTURE MAXIMUM SIDEWALK WIDTH	FUTURE RAW WIDTH	MINIMUM / RECOM'D WIDENING
							1993	@ 115,000 POPULATION					
7. a.	51 STREET - GAETZ AVE. to 49 AVE.	2.0m EACH SIDE	20.12m	2 @ 3.50m (One-way eastbound)	1 @ 6.41m (angle parking)	2 @ 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
b.	51 STREET - 49 AVE. to 48 AVE.	2.0m EACH SIDE	20.12m	2 @ 3.90m	2 @ 2.5m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
8. a.	ROSS (50) STREET - 51 AVE. to 45 AVE. (DOWNTOWN - ONE WAY WESTBOUND)	NONE	30.34M	<p>The IMC Transportation Study (page 6.14) states the following: "Our analysis indicates that the couplet system should be implemented in conjunction with the Taylor Bridge widening and development of the Major Continuous Corridor. Both Ross Street (westbound) and 49 Street (eastbound) will require 3 travel lanes with turning lanes at the approaches to each major intersection along this corridor.</p> <p>Based on the projected traffic volumes of 1140 vehicles per hour, the Engineering Department feels that 2 through lanes and 2 turning lanes are adequate.</p>					2 @ 3.70m	2 @ 3.70m	2 @ 3.35m	30.34M	NONE
b.	ROSS (50) STREET - 45 AVE. to 35 AVE. (MICHENER CENTRE ACCESS ROAD) (DIVIDED SECTION)	VARIES	VARIES	<p>The IMC Transportation Study (page 6.14) states the following: "With the implementation of the couplet system and the connection of Ross Street to Taylor Drive, improvements will be required, particularly in the vicinity of 40 Avenue to accommodate projected volumes. The recommended improvements include the construction of each approach of the intersection of 40 Avenue/Ross Street to a five-lane cross-section, which includes a left-turn bay and two through lanes in each direction."</p>					4 LANE DIVIDED - 4 @ 3.70m AND A 3.5m left turn bay at intersections		1 @ 2.50m & 1 @ 1.50m	30.34m	10.00m
9.	49 STREET - 52 AVE. to 45 AVE. (DOWNTOWN - ONE WAY EASTBOUND)	2.0m EACH SIDE	20.12m	<p>The IMC Transportation Study (page 6.14) states the following: "Our analysis indicates that the couplet system should be implemented in conjunction with the Taylor Bridge widening and development of the Major Continuous Corridor. Both Ross Street (westbound) and 49 Street (eastbound) will require 3 travel lanes with turning lanes at the approaches to each major intersection along this corridor."</p> <p>Based on the projected traffic volumes of 1610 vehicles per hour, the Engineering Department feels that 2 through lanes and 2 turning lanes are adequate.</p>					2 @ 3.70m	2 @ 3.70m	2 @ 3.35m	22.50m	2.38/4.26
10.	48 STREET - 52 AVE. to 48 AVE.	2.0m EACH SIDE	20.12m	2 @ 4.21m	2 @ 2.5m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE

THE CITY OF RED DEER - ENGINEERING DEPARTMENT
ROADWAY WIDENING REQUIREMENTS

ITEM NO.	ROADWAY	CURRENT SETBACKS (WIDENING)	EXISTING RAW WIDTH	EXISTING No. OF LANES	No. OF PARKING LANES	EXISTING SIDEWALK WIDTH	PEAK HOUR TRAFFIC		FUTURE NUMBER OF THRU LANES	FUTURE ON-STREET PARKING OR TURNING LANES	FUTURE MAXIMUM SIDEWALK WIDTH	FUTURE RAW WIDTH	MINIMUM / RECOM'D WIDENING
							1993	@ 115,000 POPULATION					
11.	47 STREET - 52 AVE. to 48 AVE.	2.0m EACH SIDE	20.12m	2 @ 4.21m	2 @ 2.5m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
12.	46 STREET - 51 AVE. to 48 AVE.	2.0m EACH SIDE	20.12m	VARIES	2 @ 2.5m	1.22m Separate (Both sides)	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE
13.	45 STREET - TAYLOR DR. to 48 AVE.	2.0m EACH SIDE	20.12m	The IMC Transportation Study (page 6.14) states the following: "A four-lane undivided cross-section is considered sufficient between 49 Avenue and 54 Avenue with channelization at the Major Continuous Corridor Intersection.					2 @ 3.70m	2 @ 3.70m	2 @ 3.35m	22.00m	1.88/4.26m
14.	43 STREET - 54 AVE. to 48 AVE.	2.0m EACH SIDE	20.12m	The IMC Transportation Study (page 6.13) states the following: "With construction of the Major Continuous Corridor, 43 Street will be reconnected as a four-lane undivided roadway across the abandoned CPR R/W. It is recommended that the section of 43 St. between 48 Ave. and 49 Ave. be reconstructed as a four-lane roadway. The need for traffic lights at the intersection of 43 St. / 48 Ave. should be monitored."					4 @ 3.70m	NONE	2 @ 3.35m	22.00m	1.88/4.26m
15.	64 AVENUE - 67 ST. to NORTH CITY LIMITS (HIGHWAY 11A)	11.0m EACH SIDE	20.12m	Remainder of 64 Avenue R/W to be obtained through subdivision when 1/4 section east and west of 64 Avenue are developed.									NONE
16.	60 AVENUE - 43 ST. to SOUTH CITY LIMITS (32 STREET)	11.0m EACH SIDE	20.12m	Remainder of 60 Avenue R/W to be obtained through subdivision when 1/4 section west of 60 Avenue is developed.									NONE
17. a.	59 AVENUE - NORTH OF GORDON ST. to 76 ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	20.12m	2 @ 2.99m	2 @ 2.50m	1.50 Monolithic - east side	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	1 @ 2.50m & 1 @ 1.50m	20.12m	NONE
b.	59 AVENUE - GRANT ST. to NORTH OF GORDON ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	20.12m	2 @ 2.99m	2 @ 2.5m	1.50 Monolithic - both sides	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	1 @ 2.50m & 1 @ 1.50m	20.12m	NONE
c.	59 AVENUE - 70A ST. to GRANT ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	30.48M	2 @ 2.99m	2 @ 2.5m	1.50 Monolithic - both sides	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	1 @ 2.50m & 1 @ 1.50m	30.48m	NONE

THE CITY OF RED DEER - ENGINEERING DEPARTMENT
ROADWAY WIDENING REQUIREMENTS

ITEM NO.	ROADWAY	CURRENT SETBACKS (WIDENING)	EXISTING RAW WIDTH	EXISTING No. OF LANES	No. OF PARKING LANES	EXISTING SIDEWALK WIDTH	PEAK HOUR TRAFFIC		FUTURE NUMBER OF THRU LANES	FUTURE ON-STREET PARKING OR TURNING LANES	FUTURE MAXIMUM SIDEWALK WIDTH	FUTURE RAW WIDTH	MINIMUM / RECOM'D WIDENING
							1993	@ 115,000 POPULATION					
d.	59 AVENUE - 67A ST. to 70A ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	30.48m	2 @ 2.99m	2 @ 2.5m	1.50 Monolithic east side	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	1 @ 2.50m & 1 @ 1.50m	30.48m	NONE
e.	59 AVENUE - 67 ST. to 67A ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	30.48	3 @ 3.66M	0	1.50 Monolithic east side	780	NOT AVAILABLE	2 @ 3.70m	1 @ 3.70m	2 @ 1.5m	30.48m	NONE
f.	59 AVENUE - HOLT ST. to 67 ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	30.48	3 @ 3.66M	0		670	1010	2 @ 3.70m	1 @ 3.70m	2 @ 1.5m	30.48m	NONE
g.	59 AVENUE - 63 ST. to HOLT ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	Width Varies	2 @ 2.99m	2 @ 2.5m	1.50 Monolithic west side	NOT AVAILABLE	1010	2 @ 3.70m	2 @ 2.75m	1 @ 2.50m & 1 @ 1.50m	20.12m	NONE
h.	59 AVENUE - 54 AVE./60 ST. INT. to 63 ST.	6.0m EAST SIDE, 4.0m SOUTHWEST SIDE	30.48m	2 @ 5.49m	0	1.50 Monolithic east side	NOT AVAILABLE	1310	2 @ 3.70m	2 @ 1.8m (Shoulders)	1 @ 2.50m & 1 @ 1.50m	30.48m	NONE
18.	(OLD HIGHWAY) - 54 AVE. to NORTH CITY LIMITS	4.0m SOUTH SIDE	20.12m	Duplication of Item 17 - Riverview (59) Avenue									NONE
19.	52 AVENUE - 49 ST. to 45 ST.	2.0m EACH SIDE	20.12m	2 @ 4.21m	2 @ 2.50m	1.50m Monolithic east side	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 3.70m	1 @ 3.35m & 1 @ 1.50m	20.12m	NONE
20.	51 AVENUE - 52 ST. to 45 ST.	2.0m EACH SIDE	30.48m	52 St. to Ross St. - 3 thru lanes and 2 turning lanes; Ross St. to 47 St. - 2 thru lanes, 2 turning lanes & 2 parking lanes; & 47 St. to 45 St. - 2 thru lanes & 2 turning lanes		2 @ 3.35m	1380	2070	3 @ 3.70m	2 @ 3.70m	2 @ 3.35m	30.48m	NONE

THE CITY OF RED DEER - ENGINEERING DEPARTMENT
ROADWAY WIDENING REQUIREMENTS

ITEM NO.	ROADWAY	CURRENT SETBACKS (WIDENING)	EXISTING RAW WIDTH	EXISTING No. OF LANES	No. OF PARKING LANES	EXISTING SIDEWALK WIDTH	PEAK HOUR TRAFFIC		FUTURE NUMBER OF THRU LANES	FUTURE ON-STREET PARKING OR TURNING LANES	FUTURE MAXIMUM SIDEWALK WIDTH	FUTURE RAW WIDTH	MINIMUM / RECOM'D WIDENING
							1993	@ 115,000 POPULATION					
21. a.	GAETZ AVENUE - 58 ST. to 61 ST.	4.0m WEST SIDE	Width Varies	3 thru lanes & 2 turning lanes	NONE	1 @ 1.52m	NOT AVAILABLE	2500	3 @ 3.70m	2 @ 3.70m	1 @ 1.50m	20.12m	NONE
b.	GAETZ AVENUE - RED DEER RIVER to 55 ST.	2.0m EACH SIDE	Width Varies	2 thru lanes & 2 turning lanes	NONE	1 @ 3.35m & 1 @ 1.22m	2200	2810	3 @ 3.70m	2 @ 3.70m	1 @ 3.35m & 1 @ 1.50m	24.38m	4.26m
c.	GAETZ AVENUE - 55 ST. to 52 ST.	2.0m EACH SIDE	20.12m	3 Thru lanes	2 @ 3.00m	1 @ 3.35m & 1 @ 1.22m	1530	1700	3 @ 3.70m	2 @ 3.70m	1 @ 3.35m & 1 @ 1.50m	24.38m	4.26m
d.	GAETZ AVENUE - 52 ST. to 47 ST. (GAETZ AVENUE PARKING MALL)	2.0m EACH SIDE	20.12m	Varies - One-way southbound	Angle and Parking	2 @ 3.35m	NOT AVAILABLE	NOT AVAILABLE	VARIES	Angle parking on one side and parallel parking on one side	2 @ 3.35m	20.12m	NONE
e.	GAETZ AVENUE - 47 ST. to 46 ST. (GAETZ AVENUE PARKING MALL)	2.0m EACH SIDE	24.38m (Note: 3.35m City sidewalk located on setback area, but title not transferred to City.	Varies - One-way southbound	Angle and Parking	2 @ 3.35m	NOT AVAILABLE	NOT AVAILABLE	VARIES	Angle parking on one side and parallel parking on one side	2 @ 3.35m	24.38m	NONE
f.	GAETZ AVENUE - 45 ST. to 43 ST.	2.0m EACH SIDE	24.38m (Note: 3.35m City sidewalk located on setback area, but title not transferred to City.	2 Thru lanes & 2 turn lanes	1 @ 3.00m	2 @ 3.35m	NOT AVAILABLE	1970	3 @ 3.50m	2 @ 3.50m	2 @ 3.00m	24.38m	NONE
22. a.	49 AVENUE - RED DEER RIVER to 55 ST.	2.0m EACH SIDE	Width Varies	3 @ 4.10m	0	1 @ 2.50m	1680	2980	3 @ 3.70m	NONE	1 @ 3.35m	20.12m	NONE
b.	49 AVENUE - 55 ST. to 43 ST.	2.0m EACH SIDE	20.12m	2 Thru lanes & 2 turn lanes	0	Width Varies from 1.22m to 3.35m	1600	2150	3 @ 3.70m	2 @ 3.70m	2 @ 3.00m	24.38m	4.26m
23.	48 AVENUE - 55 ST. to 43 ST.	2.0m EACH SIDE	20.12m	2 @ 4.82m	2 @ 2.50m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	1600	2 @ 3.70m	2 @ 3.70m	2 @ 3.35m	22.00m	1.88/4.26m
24.	47 AVENUE - 55 ST. to 44 ST.	2.0m EACH SIDE	20.12m	2 @ 4.21m	2 @ 2.50m	Width Varies from 1.22m to 3.35m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	2 @ 3.35m	20.12m	NONE

THE CITY OF RED DEER - ENGINEERING DEPARTMENT
ROADWAY WIDENING REQUIREMENTS

ITEM NO.	ROADWAY	CURRENT SETBACKS (WIDENING)	EXISTING R/W WIDTH	EXISTING No. OF LANES	No. OF PARKING LANES	EXISTING SIDEWALK WIDTH	PEAK HOUR TRAFFIC		FUTURE NUMBER OF THRU LANES	FUTURE ON-STREET PARKING OR TURNING LANES	FUTURE MAXIMUM SIDEWALK WIDTH	FUTURE R/W WIDTH	MINIMUM RECOM'D WIDENING
							1993	@ 115,000 POPULATION					
25. a.	40 AVENUE - 39 ST. to 44 ST. (EAST SIDE)	6.0m EACH SIDE	20.12m	4 @ 3.35m	0		NOT AVAILABLE	2040	4 LANE DIVDED		1 @ 2.50m & 1 @ 1.50m	30.48m	10.00m
b.	40 AVENUE - 44 ST. to 52 ST. (EAST SIDE)	6.0m EAST SIDE	20.12m	4 @ 3.35m	0		NOT AVAILABLE	2040	4 LANE DIVDED		1 @ 2.50m & 1 @ 1.50m	30.48m	10.00m
c.	40 AVENUE - LANE SOUTH OF 47 ST. to 52 ST. (WEST SIDE)	1.5m WEST SIDE	20.12m	4 @ 3.35m	0		NOT AVAILABLE	2040	4 LANE DIVDED		1 @ 2.50m & 1 @ 1.50m	30.48m	10.00m
26. a.	KERRY WOOD DRIVE - 59 ST. to 57 ST.	5.0m EACH SIDE	20.12m	4 @ 3.35m	0	2 @ 1.52m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	1 @ 2.50m & 1 @ 1.50m	20.12m	NONE
b.	KERRY WOOD DRIVE - 57 AVE. to West boundary of Blk. K, Plan 1314 HW	2.3m EACH SIDE	20.12m	4 @ 3.35m	0	2 @ 1.52m	NOT AVAILABLE	NOT AVAILABLE	2 @ 3.70m	2 @ 2.75m	1 @ 2.50m & 1 @ 1.50m	20.12m	NONE
27.	RIVERSIDE DRIVE (40 AVENUE) - 67 ST. to NORTH CITY LIMITS (NORTHLAND DRIVE)	10.0m EACH SIDE	30.48m & 25.30m	Additional right-of-way from 77 Street North to be aquired when the roadway design is finalized.									NONE

May 8, 1995

Lesand Realty Corporation
Parkland Mall
Red Deer, Alberta

Submitted to City Council

Attention: Ms. Heather McKinnon

Date: _____

Dear Madam:

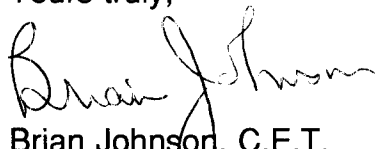
**RE: PROPOSED AMENDMENT TO THE SETBACK BY-LAW
4010 - ROSS STREET
LOTS 21 AND 22, BLOCK 3, PLAN 4516 A.C.**

We have reviewed the letter addressed to the City from Mrs. Jean M. Smith and would like to respond to its content.

Presently the existing Setback By-law shows a setback requirement of 4.3 m for the above named lots. This is the distance measured 4.3 m north of the your south property line which borders Ross Street. The proposed By-law will also require a setback of 4.3 m for this property, and therefore, nothing is changing from the existing By-law. When the City needs to widen Ross Street, we will approach the owner to negotiate a purchase of the land within the setback area. Price will be based on market value at the time of negotiation. There are no current plans to improve this section of Ross Street, but as the City continues to grow it is only a matter of time until traffic delays become a concern and the citizens demand improvements. This roadway is a key arterial linkage between the downtown and the east hill residential area. It also is a direct linkage with Highway 11 east of the City.

We appreciate hearing from you, and if you have further questions please feel free to contact the undersigned at 342-8158.

Yours truly,



Brian Johnson, C.E.T.
Customer Service Administrator

BDJ/cm

c.c. City Clerk

Heather, here's the memo for the City - thanks. *Jean M.*

TO WHOM IT MAY CONCERN - CITY OF RED DEER, ALBERTA, CANADA

Submitted to City Council

RE- ANNEXING OF LAND - 4010 ROSS STREET, RED DEER.

Date: _____

NO, NO, NO to ANY annexation of the above property. The approximate appropriation AMOUNTS TO: 650 PLUS SQUARE FEET from the FRONTAGE.

The City already confiscated land to accommodate a FOUR LANE HIGHWAY and a sidewalk.

The population and # of vehicles in Red Deer DOES NOT WARRANT A SIX LANE HWY ... ESPECIALLY IN A RESIDENTIAL AREA - and WHICH AREA the City ADVISED ME that it WANTS TO KEEP IT RESIDENTIAL and KEEP THE DOWNTOWN AREA FOR BUSINESS.

A BUS STOP was erected outside my property WITH NO NOTIFICATION from the City - another infringement of my rights. Not even a garbage container was provided so the slob that discard their garbage in my hedges and front yard could use it.

Another infringement of my rights - you erected a NO PARKING sign outside my front yard advising I COULDN'T PARK THERE - AGAIN no notification from the city.

It would appear the City of Red Deer has NO REGARD for people's rights.

IS THE City's preposal to BUILD A TUNNEL UNDER MY FRONT PORCH SO TRAFFIC CAN GO THROUGH?

THERE MUST BE PLANNING REGULATIONS DEMANDING buildings be set back a certain footage from the road - annexing any land from the front of 4010 Ross Street would be in contravention of the laws.

There WOULD BE NO RESALE VALUE FOR THIS PROPERTY - WHO, in City Hall, will reimburse for the FIFTY to SEVENTY FIVE PERCENT REDUCTION IN PROPERTY VALUE?

The Bus Stop Sign and NO PARKING SIGN would be SITTING INSIDE MY HOUSE!!

Why would Red Deer City add the financial burden to tax payers for the construction of a SIX LANE HIGHWAY on Ross Street, when the ORIGINAL PLAN was to MAKE ROSS STREET A ONE WAY ... AT NO COST TO RESIDENTS ???

4010 Ross Street was BUILT CIRCA 1902 by a Red Deer Selectman and is CONSIDERED (and LISTED in Red Deer's book) A RED DEER HISTORICAL LANDMARK ... any major road work WILL UNDERMINE this structure and cause major problems. Will the City UNDERTAKE the COST OF ANY SUCH DAMAGE?

When Ross Street was made into a FOUR LANE highway - why did the City not ERECT A NOISE and DIRT BARRIER to protect the residents' property? you now want a SIX LANE highway - IS IT THE INTENTION OF THE CITY TO NOW ERECT SUCH A BARRIER?

I would hope that whomever is responsible for this suggestion (in City Hall) takes a closer look at what is entailed (the WHOLE picture) and abandons this preposal.

Again, NO. NO. NO to any annexation at 4010 Ross Street.

OWNER PRESENTLY LIVES IN
CONNECTICUT. PLS FORWARD
LETTERS C/O ABOVE CARD.

Jean M. Smith May 1st, 1995

Jean M. Smith

070-099
660-065

May 8, 1995

A. Roy Porkka Leasing Ltd.
5 Savoy Crescent
Red Deer, Alberta
T4N 0C9

Submitted to City Council

Date: _____

Dear Sir:

**RE: PROPOSED AMENDMENT TO THE SETBACK BY-LAW
3807 - 50 STREET
LOTS 37 - 40, BLOCK 37, PLAN 5555 A.F.**

We have reviewed your letter that was addressed to the City Clerk and would like to respond to its content.

Presently the existing Setback By-law shows a setback requirement of 2.7 m for the above named lots. This is the distance measured 2.7 m south of your north property line which borders Ross Street. The proposed By-law will replace the 2.7 m setback with a 3.91 m setback, an increase of 1.21 m. When the City needs to widen Ross Street, we will approach you to negotiate a purchase of the land within the setback area. Price will be based on market value at the time of negotiation. There are no current plans to improve this section of Ross Street, but as the City continues to grow it is only a matter of time until traffic delays become a concern and the citizens demand improvements. This roadway is a key arterial linkage between the downtown and the east hill residential area. It also is a direct linkage with Provincial Highway 11 east of the City.

We appreciate hearing from you, and if you have any further questions please feel free to contact the undersigned at 342-8158.

Yours truly,



Brian Johnson, C.E.T.
Customer Service Administrator

BDJ/cm

c.c. City Clerk

5 Savoy Crescent,
Red Deer, AB. T4N 0C9

Phone: 346-3826

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

Submitted to City Council

Date. _____

Attention: City Clerk

Dear Sirs:


RE: Proposed Land Use By-Lay 2672 K-95 - Hearing May 8, 1995.

We own property located at the corner of Ross St. and 38th Ave. (Lot 37 - 40, Blk. 37, Plan 5555 AF).

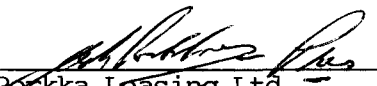
We object to the amendment of the by-law or any taking of additional land for roadway expansion. We need all of the existing property to accomodate parking and customer traffic. Any diminishing of the property size would seriously affect the viability of the existing building as a business site resulting in a substantial claim, not only for property taken, but also for injurious affection of the whole of the property and the businesses located there.

I cannot appear on May 8, 1995 as I will be out of town but please regard this letter **as an official objection.**

Yours truly,


A. Roy Porkka


Maxine M. Porkka


A. Roy Porkka Leasing Ltd.

THE CITY OF RED DEER

9.06 AM	
95/05/05	
BY	FK

060-099
660-065

May 12, 1995

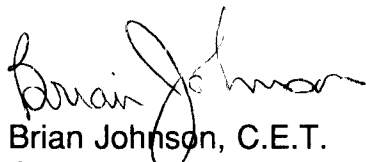
Colonels Chicken Ranch
Sherwood Park Ltd.
202, 10715 - 125 Street
Edmonton, Alberta
T5M 0H2

Attention: Mr. J.D. Fahlman

**RE: THE CITY OF RED DEER SETBACK BY-LAW AMENDMENT
4732 - 54 STREET, RED DEER
LOTS 22 TO 24, BLOCK 33, PLAN 1992 E.T.**

The newly passed By-law Amendment 2672/K-95 will have no affect on the above noted property.

Your truly,



Brian Johnson, C.E.T.
Customer Service Administrator

BDJ/cm

c.c. City Clerk

FILE

DATE: May 9, 1995
TO: Principal Planner
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENT 2672/K-95 SETBACKS -
DOWNTOWN ROAD RIGHT-OF-WAY WIDENING

At the Council Meeting of May 8, 1995, a Public Hearing was held with regard to the above noted Land Use Bylaw Amendment. Following the Public Hearing, the motion as set out hereunder was passed:

"RESOLVED that Council of The City of Red Deer hereby agrees to amend Bylaw 2672/K-95 by replacing the words and numbers 'Section 4.4.1' and 'Section 4.4.2' where they appear in said Bylaw, and substituting therefor the words and numbers 'Section 4.4.1(1)' and 'Section 4.4.1(2)' respectively."

Following passage of the above motion, said Bylaw was given second and third reading, a copy of which is attached hereto.

Land Use Bylaw Amendment 2672/K-95 provides for amendments to the Land Use Bylaw with respect to setbacks on some of the streets in the downtown area as outlined in the Road Right-Of-Way Widening Report dated September 20, 1994.

Please provide this office with the revised Land Use Bylaw pages for circulation and inclusion in the consolidated copy of the Land Use Bylaw.

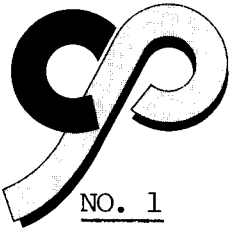


KELLY KLOSS,
City Clerk

KK/fm

Enclosure

cc. Director of Development Services
Director of Community Services
Land and Economic Development Manager
Bylaws and Inspections Manager
E.L.&P. Manager
Fire Chief
City Assessor
Council and Committee Secretary, S. Ladwig



**PARKLAND
COMMUNITY
PLANNING
SERVICES**

21
R E P O R T S

Suite 500, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570

DATE: May 1, 1995
TO: City Council
FROM: Frank Wong, Planning Assistant
RE: **Land Use Bylaw Amendment 2672/O-95**
Part of the S.E. 1/4 10-38-27-4
Anders East - Phases 3B and 5
Anders East Developments Ltd.

Enclosed is a proposed land use bylaw amendment pertaining to the southern portion of Anders East and containing 3.723 ha (9.2 ac.) in two parts.

Anders East Development Ltd. is proposing to develop Phase 3B of the above subdivision consisting of 12 single family lots, 8 (16 units) of semi-detached lots, 1 municipal reserve lot, and 1 public utility lot. They also wish to develop Phase 5 which consists of a 1.383 ha (3.4 ac.) multiple family lot and 2 municipal reserve lots.

Phase 5 complies with the approved outline plan for the area. Phase 3B, however, would require the outline plan to be amended as it included additional semi-detached lots which was not part of the approved outline plan. Planning staff will be holding a public meeting with area residents to explain the proposed changes and to get their input prior to the public hearing of the above bylaw amendment.

Planning staff recommend that City Council proceed with first reading of the proposed amendment.

Frank Wong,
Planning Assistant

COMMENTS:

We concur with the recommendation of the
Parkland Community Planning Services.

Enclosure

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

FILE

DATE: May 9, 1995
TO: Principal Planner
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENTS 2672/N-95 AND 2672/O-95

At the Council meeting of May 8, 1995, first reading was given to the above noted Land Use Bylaw Amendments, copies of which are attached hereto.

Land Use Bylaw Amendment 2672/N-95 provides for the property described as 5311 - 44 Avenue (Lot 21, Block F, Plan K9) to be a land use exception added to Section 4.13.1 of the Land Use Bylaw, in order to permit two basement suites to be located in the dwelling.

Land Use Bylaw Amendment 2672/O-95 provides for the rezoning of a portion of Anders East, part of S.E. ¼ 10-38-27-4, to allow for 12 single family lots, 8 (16 units) of semi-detached lots, 1 municipal reserve lot, and 1 public utility lot in Phase 3B, and a 1.383 hectare (3.4 acre) multi-family lot and 2 municipal reserve lots in Phase 5.

This office will now proceed with preparation of advertising for a Public Hearing to be held in the Council Chambers of City Hall on Monday, June 5, 1995, commencing at 7:00 p.m., or as soon thereafter as Council may determine.

I trust you will find this satisfactory.


KELLY KLOSS,
City Clerk

KK/fm

Enclosures

cc. Director of Development Services
Director of Community Services
Recreation, Parks and Culture Manager
City Assessor
Fire Chief
E.L.&P. Manager
Land and Economic Development Manager
Bylaws and Inspections Manager
Council and Committee Secretary, S. Ladwig

NO. 2

DATE: May 2, 1995
TO: City Clerk
FROM: Director of Corporate Services
RE: REVISED 1995/96 BUDGET RESOLUTION

Attached are revised 1995/96 budget figures amended for:

- Actual requisitions received
- Inclusion of a portion of the 1994 surplus funds approved by Council to be brought forward to 1995.

Requested Action

Council approval of the revised budget figures by resolution prior to consideration of the Mill Rate Bylaw.



A. Wilcock, B. Comm., C.A.
Director of Corporate Services

AW/jt

Att.

f:\d\l\lalan\95bud\revised.res

COMMENTS:

We concur with the recommendation of the Director of Corporate Services.

"G. SURKAN"

Mayor

"M.C. DAY"

City Manager

THE CITY OF RED DEER
1995 & 1996 OPERATING AND MAJOR CAPITAL BUDGETS
AS OF MAY 8, 1995

FUNCTION	1995 BUDGET			1996 BUDGET		
	TOTAL EXPENDITURE	TOTAL REVENUE	NET	TOTAL EXPENDITURE	TOTAL REVENUE	NET
OPERATING BUDGETS:						
Assessment & Tax	\$666,397	\$101,713	\$564,684	\$665,784	\$101,100	\$564,684
Elected Officials & City Clerk	904,410	192,216	712,194	773,614	62,220	711,394
Mayor & City Commissioner	406,750	6,108	400,642	404,088	3,100	400,988
City Hall Operation	657,739	38,795	618,944	621,238	12,294	608,944
Community Services Administration	231,957	231,957	0	231,279	231,279	0
Community Services General	2,166,043	235,169	1,930,874	2,136,565	204,493	1,932,072
Computer Services	1,006,058	361,079	644,979	1,003,553	361,076	642,477
Electric, Light & Power	41,369,402	40,375,440	993,962	42,122,310	41,130,610	991,700
Engineering Services	1,462,069	617,574	844,495	1,461,427	608,642	852,785
Engineering Services Directorate	179,635	179,635	0	181,052	181,052	0
Financial Services Directorate	146,799	146,799	0	146,825	146,825	0
Fire & Ambulance Services	6,615,372	724,679	5,890,693	6,595,717	728,672	5,867,045
General City Operations	27,049,879	63,162,545	(36,112,666)	24,904,392	61,072,542	(36,168,150)
Land & Economic Development	8,968,825	7,168,376	1,800,449	6,743,732	4,940,360	1,803,372
Parking Fund	686,123	686,123	0	663,968	663,968	0
Parks	2,879,671	417,622	2,462,049	2,899,588	387,413	2,512,175
Personnel	596,865	58,493	538,372	587,470	53,060	534,410
Police	7,383,184	924,918	6,458,266	7,376,811	902,434	6,474,377
Protective Inspections	834,477	809,909	24,568	840,597	812,600	27,997
Public Works	31,317,723	25,254,306	6,063,417	31,297,033	25,171,210	6,125,823
Recreation & Culture	4,214,595	1,639,100	2,575,495	4,246,795	1,685,965	2,560,830
Social Planning	2,489,228	1,356,629	1,132,599	2,396,818	1,245,338	1,151,480
Transit	2,795,504	1,512,933	1,282,571	2,922,627	1,636,104	1,286,523
Treasury Services	2,355,537	1,182,124	1,173,413	2,299,641	1,180,567	1,119,074
TOTAL OPERATING BUDGETS	\$147,384,242	\$147,384,242	(\$0)	\$143,522,924	\$143,522,924	\$0
MAJOR CAPITAL BUDGET	22,244,000	22,244,000	0	9,394,000	9,394,000	0
TOTAL OPERATING AND CAPITAL BUDGETS	\$169,628,242	\$169,628,242	(\$0)	\$152,916,924	\$152,916,924	\$0

DATE: May 9, 1995
TO: Director of Corporate Services
FROM: City Clerk
RE: REVISED 1995/96 BUDGET RESOLUTION

At the Council meeting of May 8, 1995, consideration was given to your report dated May 2, 1995 concerning the above topic, and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered the report from the Director of Corporate Services dated May 2, 1995 re: Revised Budget Resolution, hereby approves the revisions as summarized in the above noted report to the 1995 Operating and Major Capital Budgets as originally presented and approved by Council on February 13, 1995, and as presented to Council May 8, 1995."

The decision of Council in this instance is submitted for your information and appropriate action.



KELLY KLOSS,
City Clerk

KK/fm

COMMENTS:

Council's direction is requested as to which option is preferred. Regardless of which option Council chooses, 1st reading should be given to the Bylaw to ensure adequate time is available for final approval of the Bylaw and the preparation and distribution of tax bills for the 1995 taxation year.

Council may wish to give serious consideration to Option 2, which would have the impact of providing a slightly larger split in the mill rate between residential and non-residential properties. This would improve our competitive position in respect to residential property taxes in comparison with other similar Alberta communities.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

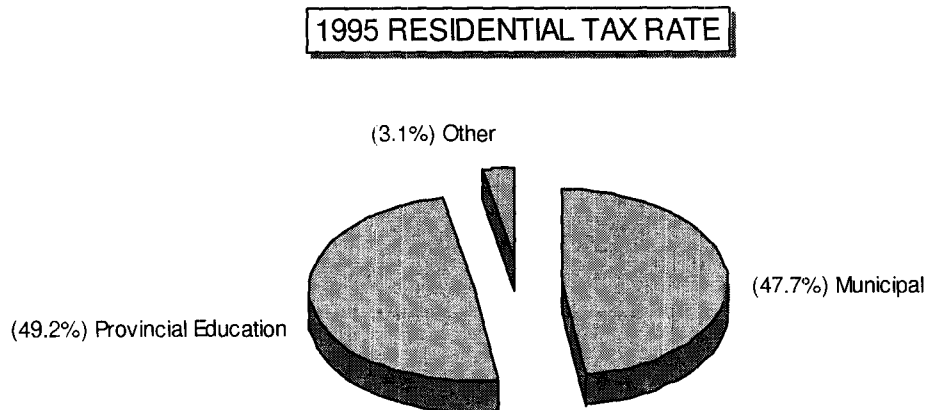
ITEM NO. 2

DATE: April 30, 1996
TO: City Clerk
FROM: Director of Corporate Services
RE: 1996 PROPERTY TAX RATES

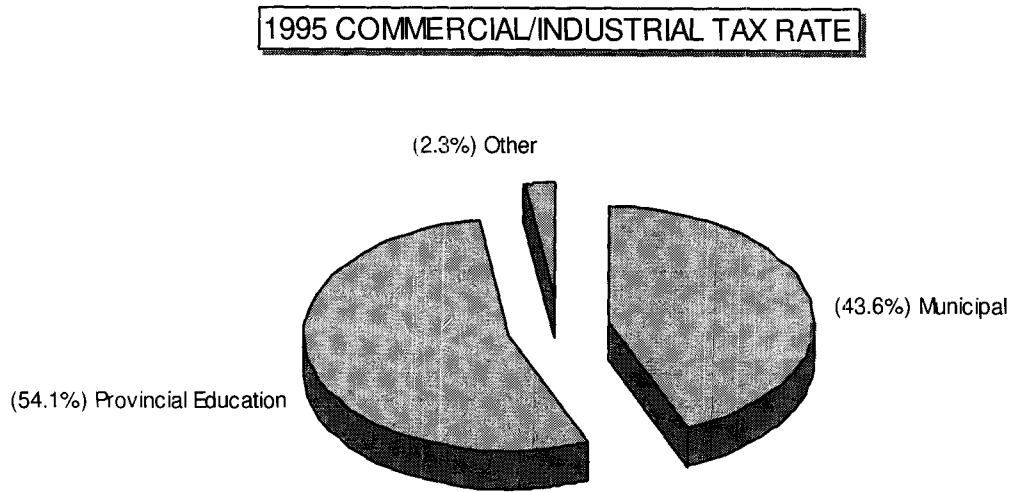
The property tax rates include levies for a number of purposes of which the major ones are:

- Education levies determined by the Province, and
- Municipal levies as determined by City Council.

The following graphs disclose how the 1995 residential and non-residential tax rates for Public School supporters were broken down.



p.2



As indicated on the charts, Provincial education taxes represent 49.2% of the residential tax bill and 54.1% of the non-residential tax bill.

The total education requisition levied against all properties has increased by 2.3% for 1996. The Province determines this requisition and how it will be recovered from different types of properties. For 1996 the increase or decrease in the education levies, as determined by the Province, are:

- a 4.0% increase for residential Public School supporters
- a 1.7% increase for residential Separate School supporters
- a .7% decrease for non-residential Public and Separate School supporters

In determining the 1996 tax rate for Municipal purposes, the previous separate levies for Planning purposes and the Piper Creek Foundation have been incorporated with the Municipal tax rate. As directed by Council, the municipal tax rate is the same as the comparable 1995 tax rate. The exception, of course, is the \$800,000 reduction in the 1996 single family residential property tax rate.

The tax rate for support of the Red Deer Public Library has been reduced to reflect the cancellation of the loan to the Library.

p.3

p.3

There is a small reduction reflected in the tax rates for a refund of an over collection in 1995 for the David Thompson Health Region.

The following chart shows how the single family residential and non-residential tax rates for 1996 and 1995 compare for public school supporters:

	Residential			Non-Residential		
	1996	1995	% Increase (Decrease)	1996	1995	% Increase (Decrease)
Education Requisition	.007711	.007416	4.0%	.010805	.010879	(.7%)
Municipal Purposes	.006687	.007193	(7.0%)	.008771	.008771	0%
Other	.000423	.000466	(9.2%)	.000423	.000466	(9.2%)
Total Tax Rate	.014821	.015075	(1.7%)	.019999	.020116	(.6%)

The changes in tax rates for multiple family properties are disclosed on the following table:

	Public School Multi-family			Separate School Multi-family		
	1996	1995	% Increase (Decrease)	1996	1995	% Increase (Decrease)
Education Requisition	.007711	.007416	4.0%	.007543	.007416	1.7%
Municipal Purposes	.007193	.007193	0%	.007193	.007193	0%
Other	.000423	.000466	(9.2%)	.000423	.000466	(9.2%)
Total Tax Rate	.015327	.015075	1.7%	.015159	.015075	.6%

p.4

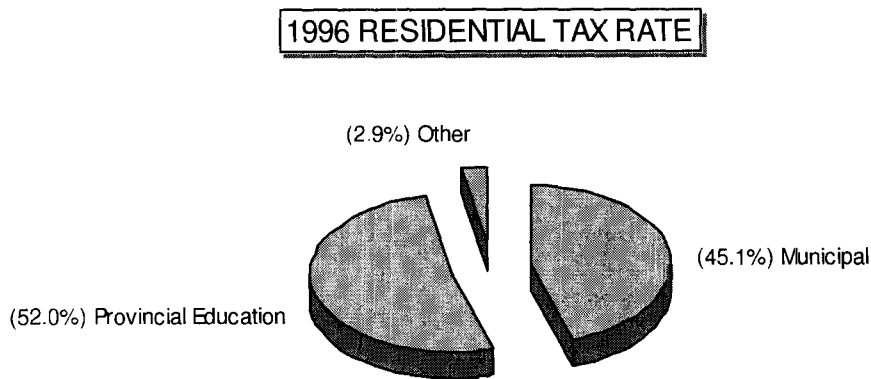
p.4

An average single family residential public school supporter paying \$1,508 property taxes on \$100,000 assessment in 1995, will receive a \$25.40 reduction in 1996 for a total property tax bill of \$1,482. The \$25.40 reduction is the net of the following:

- an increase of \$29.50 in Provincial education taxes
- a reduction of \$50.60 in Municipal taxes, and
- a reduction of \$4.30 in Red Deer Public Library and Health Region taxes.

For separate school supporters the 1996 total tax rate will reduce by 2.8% for single family residential taxpayers and .6% for non-residential taxpayers and increase by .6% for multi-family properties.

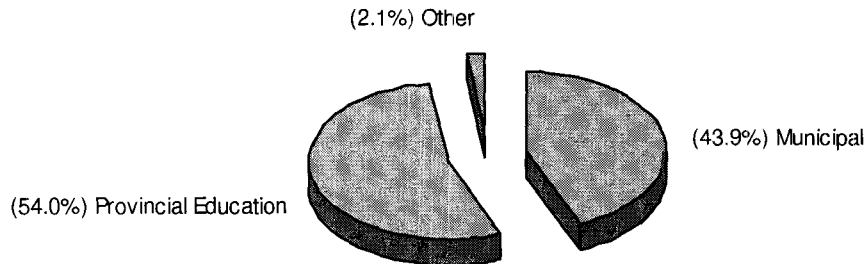
The following graphs show the breakdown of the 1996 property tax bills for single family residential and non-residential public school support tax payers.



p.5

p.5

1996 COMMERCIAL/INDUSTRIAL TAX RATE



It will be noted from the graphs the Provincial Education portion of the single family tax bill has increased from 49.2% in 1995 to 52.0% in 1996. The Municipal portion for the same tax bills has reduced from 47.7% in 1995 to 45.1% in 1996.

Recommendation

Approval of the 1996 Tax Rate Bylaw No. 3168/96.

A. Wilcock, B. Comm., C.A.
Director of Corporate Services

c. City Assessor
Tax Coordinator

a:\m\clk 96 prop tax mill rates mar26 96

DATE: May 9, 1995
TO: Director of Corporate Services
FROM: City Clerk
RE: 1995 MILL RATE BYLAW 3135/95

At the Council meeting of May 8, 1995, consideration was given to your report dated May 2, 1995, concerning the above topic. At this meeting, Council gave first and second reading only to the above noted bylaw, which reflected the inclusion of Option 2 as outlined in your report.

We will be presenting this Bylaw back to Council on May 23, 1995 for consideration of third reading.



KELLY KLOSS,
City Clerk

KK/fm

cc. Information Technology Services Manager

DATE: May 8, 1995

TO: Mayor Surkan
City Manager Day

Submitted to City Council

Date: May 8/95

FROM: City Assessor

RE: 1995 TAX YEAR MILL RATE PROPOSAL

I would like to support Alternative #3 Mill Rate Proposal (retain non-residential tax level; reduce residential) for the following reasons:

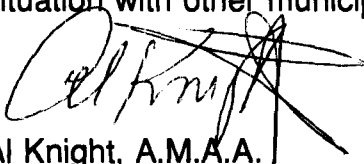
1. Non-residential property owners and/or taxpayers have the option of passing on the tax to the consumer. The residential taxpayer is the one who must pay the extra funds and has no opportunity to "pass on" the levy. In this way, all consumers who support Red Deer, local or from the marketing area, contribute to and support the expenditures to operate and maintain the city.
2. Our current non-residential tax levy is not prohibitive compared to other cities, in either property tax or business tax.
3. We anticipate that, when the reassessment at market value is implemented planned for the 1996 tax year, there will be a shift in the ratios of residential/non-residential assessments with the non-residential portion reducing.

If this is the case, then to maintain a reasonable comparable tax relationship to other municipalities and attract residents, we would almost be forced to implement a greater split mill rate. We currently have a minimal split of 15%, based on the municipal tax portion of the mill rate. In my estimation, it would make sense to collect the same amount of property tax dollars from the non-residential properties in 1995, which would reduce the tax dollars paid by residential properties. This would require a split mill rate in 1995 of approximately 47%, based on the municipal portion only, as would be realized by the mill rate proposed on Option 3.

4. Most other larger municipalities are utilizing a split mill rate in an effort to control the incidence of tax to the various types of properties in their municipalities.

RECOMMENDATION

That The City of Red Deer implement a split mill rate that will keep us in a competitive situation with other municipalities throughout Alberta.


Al Knight, A.M.A.A.
City Assessor

AK/ngl

NO. 1

CORRESPONDENCE



• RED DEER'S •

ORIGINAL

• BUSINESS DISTRICT •

• TOWNE CENTRE ASSOCIATION • B3, 4901 - 48 ST. • RED DEER, ALTA. • T4N 6M4 • (403) 340-TOWN (8696) • FAX (403) 340-8699 •

April 7th, 1995

Mayor Surkan

City of Red Deer

RE: GHOSTS**Dear Mayor Surkan,**

The Ghosts project is about to receive another major boost with the announcement that funding has been secured for the next **two** pieces in the collection. We are very excited about this project and it seems that the imagination of our community is being captured just as we had hoped it would.

With the present planing under way, this project will clearly become a national attraction and estimates to complete now exceed \$1.6 million dollars. By the spring of '96 10% of our goal for the project will have been met.

This brings me to a serious point of concern that will require the City's co-operation. It has come to our attention, that other groups are considering the development of sculpture pieces. We are thrilled that this has occurred, and at the same time deeply concerned that without consistency and some uniformity, the GHOSTS concept will be damaged.

As a result, we are making a simple request of the City. We need the City to establish a policy that all sculpture projects considered in the downtown area, must be developed through the GHOSTS program. There are some criteria that must be adhered to in order to ensure the public art we develop is supportive and not contrary to the overall plan. More importantly, we have now developed highly valuable experience and contacts in developing sculpture pieces, which will benefit any sponsoring group.

We are in the process of forming the GHOSTS FOUNDATION as a voluntary group who undertake the permanent ongoing responsibilities for this project, and in the interim, our Association accepts 100% responsibility for the project.

We therefore respectfully request, that the City of Red Deer establish a policy stating that all public sculpture art is to be developed and directed through the GHOSTS PROJECT. The agency for all contacts shall be the Towne Centre Association.

(cont'd)

Clearly, we will continue to work in close partnership with all City departments and any agencies involved in art projects in the accomplishment of what we envision will become a major and significant attraction for the City of Red Deer.

Thank you very much for your assistance in this matter.

Sincerely yours,

TOWNE CENTRE ASSOCIATION

A handwritten signature in black ink, appearing to read 'J. P. Ferguson', followed by a long horizontal flourish.

John P. Ferguson
General Manager.

DATE: April 13, 1995

TO: KELLY KLOSS
City Clerk

FROM: LOWELL R. HODGSON, Director
Community Services Division

RE: TOWNE CENTRE: GHOSTS PROJECT
Your memo dated April 12, 1995 refers.

The request of the Towne Centre Association is understandable from the perspective of having consistency with the statue program that they initiated. I am supportive of this goal. However, at the same time, free expression, especially in art form, is a treasured right, and I find it difficult for The City to dictate one expression only. Assistance might be given, however, when any proposal comes forward, that they be strongly encouraged to consult and work cooperatively with the Towne Centre Association and this Ghosts Project. If a sculpture were to be placed on public property, as are the ghost statues, this could be controlled by way of approvals, either through a development permit or whatever other process was in place. However, if a piece of art was on private property, The City would have very much less control.

Recommendation:

That Council express support of the Towne Centre Association and the Ghosts Project, indicating that strong encouragement will be given to any business, group or individual proposing to develop sculptures in the downtown to work cooperatively with this existing program.



LOWELL R. HODGSON

:dmg

COMMENTS:

We can appreciate the logic in developing a coherent approach to public art in the downtown, particularly where that art is on public property.

We cannot support a requirement that all public art projects be subject to the approval of a single agency, such as the Towne Centre. However, we can support the development of an approval process in which the Towne Centre can be an active participant with the City.

We recommend that Council direct the Administration to develop a policy and approval procedure for Council's consideration.

It should be noted that such a process will apply to art on public property only. The City would have no jurisdiction over art on private property, although we could certainly encourage private owners/developers to work cooperatively with the public art program.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

Towne Centre Association
B3, 4901 - 48 Street
Red Deer, AB
T4N 6M4

ATTENTION: John Ferguson, Manager

Dear John:

RE: GHOST PROGRAM

At the City of Red Deer Council meeting held on May 8, 1995, consideration was given to your letter dated April 7, 1995 concerning the above topic, and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from the Towne Centre Association dated April 7, 1995 re: Ghosts, hereby directs the Administration to develop a policy and approval procedure for Council's consideration with regards to public art projects within the Downtown area with the Towne Centre Association being an active participant with The City in developing said policy and approval procedure, and as presented to Council May 8, 1995."

The decision of Council in this instance is submitted for your information. Mr. Lowell Hodgson, Director of Community Services, will begin the preparation of the necessary policy relative to this issue, for presentation to Council in due course.

Trusting you find this satisfactory. If you have any questions please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS,
City Clerk

KK/fm

cc. Director of Community Services
Director of Development Services



*a delight
to discover!*

DATE: April 12, 1995
TO: X DIRECTOR OF COMMUNITY SERVICES
DIRECTOR OF CORPORATE SERVICES
DIRECTOR OF DEVELOPMENT SERVICES
BYLAWS & INSPECTIONS MANAGER
CITY ASSESSOR
E.L. & P. MANAGER
ENGINEERING DEPARTMENT MANAGER
FIRE CHIEF (EMERGENCY SERVICES)
INFORMATION TECHNOLOGY SERVICES MANAGER
LAND AND ECONOMIC DEVELOPMENT MANAGER
PERSONNEL MANAGER
PUBLIC WORKS MANAGER
R.C.M.P. INSPECTOR
RECREATION, PARKS & CULTURE MANAGER
SOCIAL PLANNING MANAGER
TRANSIT MANAGER
TREASURY SERVICES MANAGER
PRINCIPAL PLANNER
CITY SOLICITOR

FROM: CITY CLERK
RE: TOWNE CENTRE - GHOSTS PROJECT

Please submit comments on the attached to this office by May 1, 1995, for the Council Agenda of May 8, 1995.

"Kelly Kloss"
City Clerk



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

April 12, 1995

Mr. John P. Ferguson
General Manager
Towne Centre Association
B3, 4901 - 48 Street
Red Deer, Alberta
T4N 6M4

Dear Sir:

I acknowledge receipt of your letter dated April 7, 1995, re: Ghosts.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on May 8, 1995. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m., reconvening at 7:00 p.m.

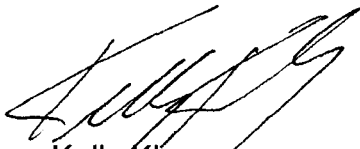
In the event you wish to be present at the Council meeting, would you please telephone our office on May 5, 1995, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on May 5, 1995.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours sincerely,



Kelly Kloss
City Clerk

KK/ds



*a delight
to discover!*



NO. 2

April 17, 1995

Ms. Kelly Kloss
City Clerk
The City of Red Deer
P. O. Box 5008
Red Deer, AB T4N 3T4

**RE: CENTRAL ALBERTA COUNCIL ON AGING -
LONG TERM CARE PATIENTS IN RED DEER**

Dear Ms. Kloss,

In response to your letter of March 16, 1995 regarding the concerns of the Council on Aging, we wish to provide the following comments:

As you are aware, the David Thompson Health Region announced the closure of the West Park Nursing Home in January 1995. The Regional Health Authority met with the above Council and assured them this change was necessary due to the number of nursing home beds in Red Deer being over the provincial guidelines by 75 beds. In addition, the life expectancy of West Park Nursing Home was soon reaching its time and due to the overbedding, replacement was not an option. The Council was assured that the closure would take place in a planned and sensitive manner and that no patient would be "put on the street". A target date for closure was set for September 1, 1995.

I am pleased to advise that we have reduced the number of patients from 70 to 24 as at April 1, 1995. All residents were asked to provide a first choice for re-location and granted this choice. Many residents were returned to their original home communities in the Region in accordance with their request. The waiting list for other patients waiting to get into nursing homes within the Region has virtually diminished as at this date.

It is our intention to ensure additional home care services can be offered to those residents in Lodges to meet their needs and allow them to remain in these Lodges as long as they are able to function safely in them.

Ms. Kelly Kloss
Page 2
April 17, 1995

As a result of the West Park closure, beds have been opened in other communities in the Region who are presently under the Provincial Guidelines for Long Term Care beds. The result of opening these beds will allow for a further shift of patients to these empty beds. This should allow for a very orderly closure to West Park by September 1, 1995.

I trust the aforementioned information will provide City Council with some reassurances towards their concerns.

Yours sincerely,



Al Martin
President & CEO

March 16, 1995

David Thompson Health Authority #6
Box 2099
Rocky Mountain House, Alberta
T0M 1T0

Dear Sir/Madam:

**RE: CENTRAL ALBERTA COUNCIL ON AGING -
 LONG TERM CARE PATIENTS IN RED DEER**

At The City of Red Deer's Council Meeting held March 13, 1995, consideration was given to the brief presented to the David Thompson Health Authority by the Central Alberta Council On Aging, dated February 8, 1995.

At the above noted meeting, City Council passed a resolution offering support for the Council On Aging's desire that the David Thompson Health Authority consider an integrated plan for long term care to be implemented over an extended "phase-in" period. This relates specifically to the closure of the West Park Nursing Home and in more general terms, to the future needs of seniors.

While The City understands the reality of cutbacks, the need to manage them in an orderly and caring manner is of vital importance. The effects of the closure of nursing homes in Red Deer has, and will continue to be felt by the seniors lodges in this City, as they are being forced to provide accommodation for seniors who should be cared for in a nursing home environment. From this aspect alone, The City will be impacted because of the funding we contribute to lodges.

Your consideration of this matter is appreciated.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr

cc: Don Campbell

March 14, 1995

Central Alberta Council On Aging
16 Anders Close
Red Deer, Alberta
T4R 1C3

Att: Don Campbell

Dear Mr. Campbell:

At The City of Red Deer's Council Meeting held March 13, 1995, consideration was given to your correspondence dated February 24, 1995 concerning long term care patients in Red Deer. At this meeting, the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from the Central Alberta Council on Aging dated February 24, 1995, re: Closure of West Park Nursing Home, hereby agrees that a letter be sent to the David Thompson Health Authority in support of the Council on Aging's brief, indicating the need for an integrated plan for long term care, to be implemented over an extended 'phase-in' period, and as presented to Council March 13, 1995."

As indicated in the above resolution, we will now be forwarding a letter to the David Thompson Health Authority in support of the Council on Aging's brief.

If you have any questions or require any additional information, please do not hesitate to call.

Sincerely,



KELLY KLOSS
City Clerk

KK/clr

COMMENTS:

This letter is in response to Council's resolution of March 13, 1995.
Submitted for Council's information.

"G. SURKAN", Mayor
"M.C. DAY", City Manager



April 7, 1995

Her Worship Mayor Gail Surkan
City of Red Deer
P.O. Box 5008
Red Deer, Alberta
T4N 3T4

Mayor D. Laurence Mawhinney
Lunenburg, Nova Scotia
President
Président

Mayor John Les
Chilliwack, British Columbia
First Vice President
Premier vice-président

Councillor Bryon Wilfert
Richmond Hill, Ontario
Second Vice President
Deuxième vice-président

Maire suppléant Claude Cantin
Québec (Québec)
Troisième vice-président
Third Vice President

Alderman Ron Hayter
Edmonton, Alberta
Past President
Président sortant

James W. Knight
Executive Director
Directeur général

Dear Mayor Surkan:

MUNICIPAL ELECTRIC COMMISSION FEDERAL SALES TAX REFUND CLAIM

I am writing to apprise you of the latest developments concerning your municipality's outstanding federal sales tax refund claim with Revenue Canada and to ask you to join with FCM in seeking an acceptable outcome to this tax dispute.

In the 1980s, approximately 80 municipal hydroelectric commissions and municipal electric systems in Ontario and elsewhere in Canada filed claims for federal sales tax refunds. According to our information, outstanding municipal claims total over \$8 million. It has come to our attention that an out-of-court settlement has been reached in a related Hydro-Quebec case considered as a representative test case by the municipal electric industry (Federal Court of Appeal Case # 899-92, Hydro-Quebec and Deputy Minister of National Revenue for Customs and Excise). The settlement provides Hydro-Quebec 70% of its outstanding claim. As you may know, claims from municipal hydroelectric commissions and electric systems were held in abeyance by Revenue Canada pending the outcome of the Hydro-Quebec case. We were therefore surprised and concerned to learn that the Appeals Division of Revenue Canada has decided the settlement package reached with Hydro-Quebec is to be made available only to public and private utilities which "generate" more than 50% of the electricity they sell to customers. This leaves most municipal hydroelectric commissions and electric systems effectively "out in the cold".

.../2



-2-

As you may be aware, the equipment covered by municipal refund claims is exactly the same type, and is used in exactly the same manner, as that of Hydro-Quebec and the public and private utilities which have been accorded the benefit of the settlement. We have been advised by counsel retained by the municipal hydroelectric commissions and electric systems that there is no legal basis to distinguish between utilities based on whether they generate all the electricity they sell, more or less than 50% of the electricity involved, or further process the electricity they acquire from other sources. Under the provisions of the Excise Tax Act and the relevant case law, all municipal hydroelectric commissions and municipal electric systems are equally to be regarded as producers of electricity for federal sales tax purposes.

Representatives of FCM, the Municipal Electric Association, the Canadian Electrical Association and several municipal hydroelectric commissions and electric systems met on March 20 with officials from Revenue Canada and the federal Justice Department to review the matter. The Revenue Canada officials agreed to entertain a legal and technical submission on the municipal position. We believe that concerted action on the part of affected municipal governments and hydroelectric commissions and electric systems is required if the issue is to be resolved in a manner favourable to municipalities.

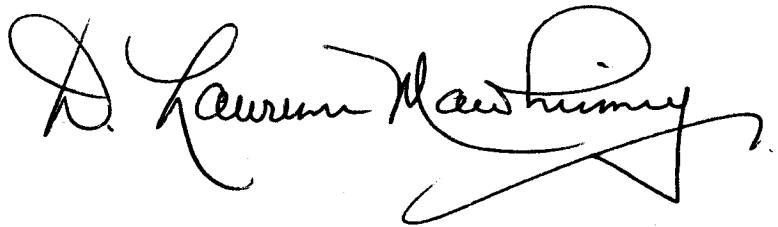
FCM has written to Minister of National Revenue David Anderson requesting that he instruct his officials to review their decision as soon as possible. The settlement reached with Hydro-Quebec and other utilities that generate more than 50% of their power must be made available to the all municipal hydroelectric commissions and electric systems. I encourage you to write to Minister Anderson, local MPs and federal Ministers from your region as soon as possible to request that municipalities be treated equitably by Revenue Canada. I enclose a sample letter for your convenience. Kindly ensure that your letter to the Minister is suitably tailored to fit your own particular situation, including the full amount of your claim and any other relevant information. For your information, the Municipal Electrical Association (MEA) has written to its members in Ontario with outstanding claims asking them to write to the Minister. At that time, MEA members were provided a copy of our correspondence to you for their information.

.../3

-3-

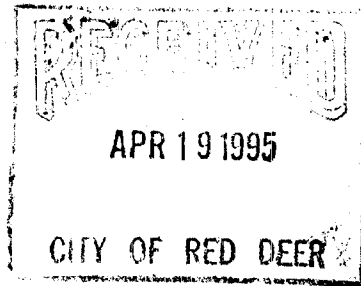
Thank you for your prompt attention to this matter.

Yours sincerely,

A handwritten signature in dark ink, reading "D. Laurence Mawhinney". The signature is fluid and cursive, with a large loop at the end.

D. Laurence Mawhinney
President

DLM/dm:sd
Enclosure



-SAMPLE LETTER-

(Date)

The Honourable David Anderson, PC, MP
Minister of National Revenue
House of Commons
Room 113, East Block
Ottawa, Ontario
K1A 0A6

Dear Minister:

MUNICIPAL ELECTRICAL COMMISSION
FEDERAL SALES TAX REFUND CLAIM

It has come to our attention that an out-of-court settlement has been reached in the Hydro-Quebec case (Federal Court of Appeal Case # 899-92, Hydro-Quebec and Deputy Minister of National Revenue for Customs and Excise), but that the Appeals Division of Revenue Canada has apparently decided that the settlement is only to be made available to public and private utilities which generate more than 50% of the electricity they sell to customers.

As you may be aware, the municipal hydroelectric commission/electric system of our municipality (along with dozens of others) filed parallel federal sales tax refund claims to those at issue in the Hydro-Quebec appeal. The equipment covered by our refund claims is exactly the same type, and is used in exactly the same manner, as that of the public and private utilities which have been accorded the benefit of the settlement. We have been advised by counsel that there is no legal basis to distinguish between utilities based on whether they generate all the electricity they sell, more or less than 50% of the electricity involved, or further process the electricity they acquire from other sources. Under the provisions of the Excise Tax Act and the relevant case law, all municipal hydroelectric commissions and electric systems are equally to be regarded as producers of electricity for federal sales tax purposes.

.../2

-2-

Accordingly, we are extremely concerned at the inequitable treatment which now is being accorded to municipalities and municipal hydroelectric commissions and electric systems by your department. I remind you that, not only was the Hydro-Quebec case viewed as a representative case by the electrical industry, our municipal hydroelectric commission/electric system received correspondence from your officials stating that our refund claim would be held in abeyance pending the outcome of that case.

This is an unacceptable situation and we would ask that you request the Appeals Division of Revenue Canada to review its position. There is no legal or technical basis upon which to discriminate against municipal governments and their hydroelectric commissions/electric systems. The settlement reached with Hydro-Quebec and other utilities that generate more than 50% of their power must also be made available to the municipal hydroelectric commissions and electric systems.

Thank you for your attention to this important matter.

Yours sincerely,

Signature and Title of
Head of Council

c.c: Mr. Pierre Gravelle, Deputy Minister, Revenue Canada
c.c: Local MPs and federal Cabinet Ministers

DATE: May 1, 1995
TO: City Clerk
FROM: Director of Corporate Services
RE: FCM - MUNICIPAL ELECTRIC COMMISSION

It is recommended Council support the request.

The City of Red Deer has had a claim for \$150,000 of Federal Sales Tax paid on the purchase of transformers outstanding for a number of years. If the City was successful in this claim, the City could collect \$150,000 plus interest less 25%.

The only difference between The City of Red Deer's claim and that of Hydro-Quebec is that the City does not generate at least 50% of the power it sells. The equipment on which the Federal Sales Tax is claimed is the same and is used for a similar purpose.

Recommendation

Support the request.



A. Wilcock, B. Comm., C.A.
Director of Corporate Services

AW/jt

DATE: April 27, 1995
TO: City Clerk
FROM: E. L. & P. Manager
RE: FCM - Municipal Electric Commission/Federal
Sales Tax Refund Claim

The status of our federal sales tax refund claims with Revenue Canada will be provided by the Director of Corporate Services. The refunds are administered by the Treasury Department and I am not aware of the present status of the refund claim.

RECOMMENDATION

If we are encountering the problems outlined in the FCM correspondence, I would recommend that the action suggested by FCM should be taken.



A. Roth,
Manager

AR/jjd

p.c. Director of Corporate Services

COMMENTS:

We fully concur with the recommendations of the Director of Corporate Services and the E.L. & P. Manager that Council take the action outlined by FCM.

Should Council agree with this course of action, the sample letter will be tailored to specifically reflect Red Deer's situation.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

DATE: April 27, 1995

TO: DIRECTOR OF COMMUNITY SERVICES

X DIRECTOR OF CORPORATE SERVICES

DIRECTOR OF DEVELOPMENT SERVICES

BYLAWS & INSPECTIONS MANAGER

CITY ASSESSOR

X E.L. & P. MANAGER

ENGINEERING DEPARTMENT MANAGER

FIRE CHIEF (EMERGENCY SERVICES)

INFORMATION TECHNOLOGY SERVICES MANAGER

LAND AND ECONOMIC DEVELOPMENT MANAGER

PERSONNEL MANAGER

PUBLIC WORKS MANAGER

R.C.M.P. INSPECTOR

RECREATION, PARKS & CULTURE MANAGER

SOCIAL PLANNING MANAGER

TRANSIT MANAGER

TREASURY SERVICES MANAGER

PRINCIPAL PLANNER

CITY SOLICITOR

FROM: CITY CLERK

RE: FCM - MUNICIPAL ELECTRIC COMMISSION

Please submit comments on the attached to this office by May 1, 1995, for the Council Agenda of May 8, 1995.

"Kelly Kloss"
City Clerk

Ralph Salomons

REALTY INC.

4440 - 49 AVENUE
RED DEER, ALBERTA
T4N 3W6

BUS. (403) 343-3023
FAX. (403) 343-6490

RE/MAX Real Estate Central Alberta
Each Office Independently Owned & Operated

RE/MAX®**COMMERCIAL****April 20, 1995**

**Mayor and Members of Council
City of Red Deer
4914 - 48th Avenue
Red Deer, Alberta**

**RE: Rezoning
Former Vehicle Licensing Centre, 5220 - 77 Street, Red Deer
Lot 1, Block 2, Plan 782-1439**

The above noted property is currently owned by the Province of Alberta and consists of a 13,256 square foot building on 7.50 acres of land. The New Life Fellowship Christian Reformed Church has successfully obtained an agreement to purchase the property subject to a number of conditions. Those conditions that require City of Red Deer involvement are as follows:

- 1) subdivision of the site into two lots consisting of a three (3) acre parcel and a four and one half (4.5) acre parcel (this has been applied for under a separate application);
- 2) rezoning the southerly 4.5 acre parcel to Public Service (PS) with this property being developed and occupied by the New Life Fellowship Christian Reformed Church;
- 3) spot zoning for the northerly 3.0 acre parcel for the development of a motion picture theatre.

New Life Fellowship has also entered into a conditional offer to purchase with F.F. Base Management Corp. for the sale of the 3.0 acre parcel. Both parties further agree to enter into a cross parking agreement for the joint use of all available parking.

We therefore request Council at its earliest convenience to rezone the site to permit the development of the church and the theatre. It is also

City of Red Deer
Page 2

important to note that both rezonings are necessary in order for the sale of the Alberta Government property to occur.

Yours truly,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Ralph Salomons



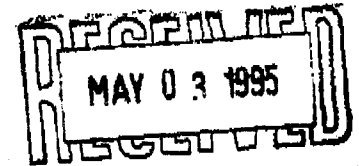
• RED DEER'S •

ORIGINAL

• BUSINESS DISTRICT •

• TOWNE CENTRE ASSOCIATION • B3, 4901 - 48 ST. • RED DEER, ALTA. • T4N 6M4 • (403) 340-TOWN (8696) • FAX (403) 340-8699 •

May 3rd, 1995
Parkland Community Planning
Tony Lindhout

**RE: PROPOSED REZONING AT 5220-77 St.****Dear Tony,**

The above noted zoning request was discussed at the board meeting of May 2nd. The board after lengthy discussion expressed no objection to the zoning change for the church proposed in the existing building. As indicated in your letter, the issue of the rezoning for a movie theatre is another issue.

Movie theatres traditionally are a use approved in only C1 and C2 districts, while C-4 has been designed for business requiring a high level of exposure to arterial traffic or for servicing the motoring public.

There is a substantial supply of both raw land and existing buildings in the C1 and C2 districts that provide ample opportunity for development of additional movie theatre facilities in our community. The City landbank itself is marketing significant acreage in these districts.

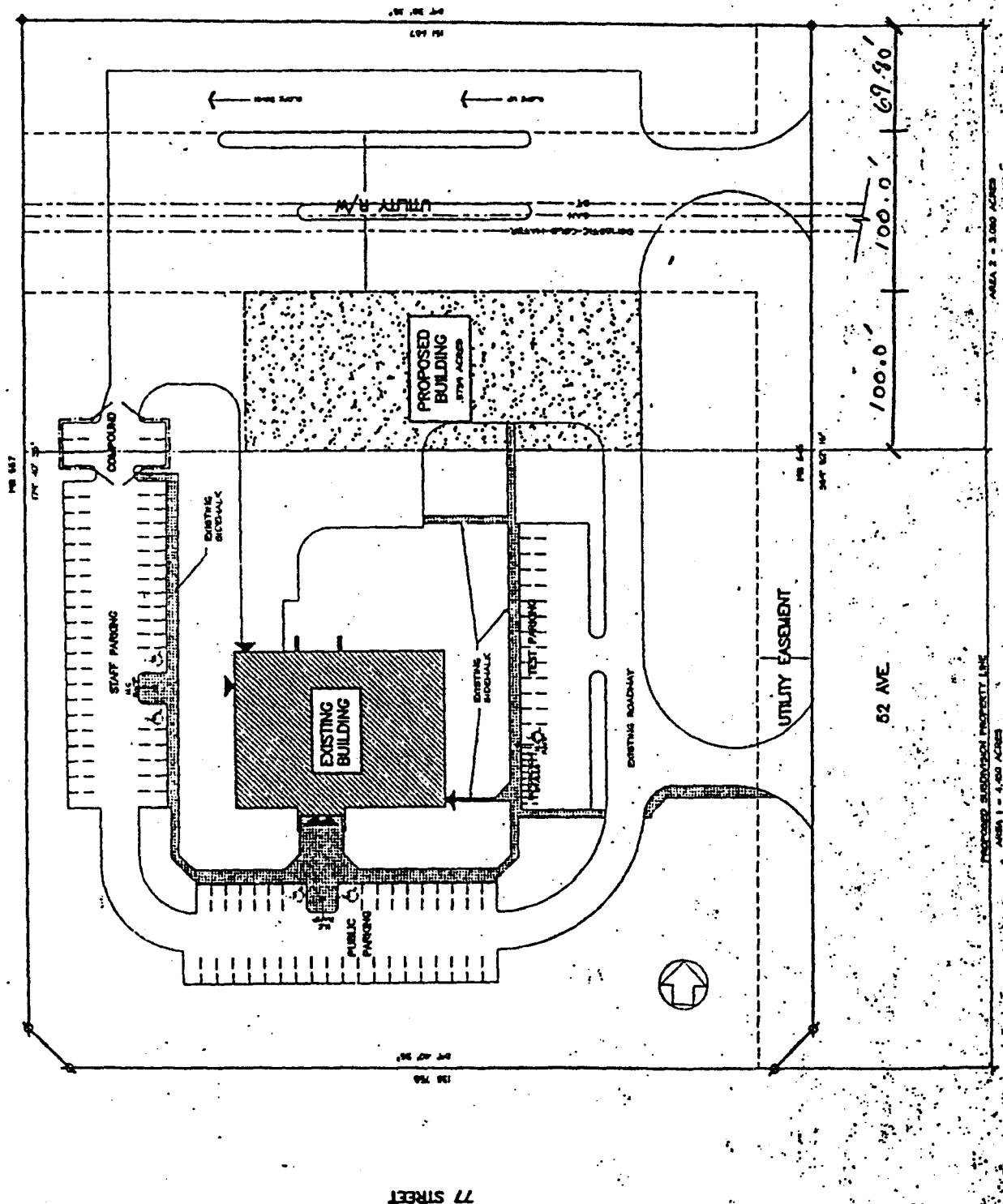
After two years of zoning review, the City, the Planners, our Association, as well business leaders from all across the City, developed significant changes to our zoning policies, relaxing many uses in zones that had been quite restrictive. These changes were only completed and approved one year ago and the proposal before you is a significant change to the intent expressed by the entire community in that process.

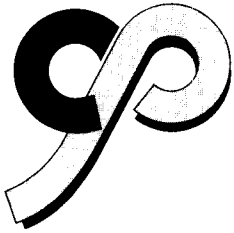
As a result, we are opposed to the rezoning, spot zoning, or modification of the C4 district as proposed in the request for the property located at 5220 - 77 Street. We trust this response is satisfactory and will assist you in your recommendations to City Council.

Sincerely yours,
TOWNE CENTRE ASSOCIATION

John P. Ferguson,
General Manager.

63 AVE.





**PARKLAND
COMMUNITY
PLANNING
SERVICES**

Suite 500, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570

TO: City Clerk **DATE:** May 1, 1995

FROM: Paul Meyette, Principal Planner
Peter Holloway, Bylaws and Inspections Assistant Manager

RE: 5220 - 77 Street (Kentwood)

Ralph Solomons Realty Incorporated are requesting that the former motor vehicles site at the entrance to the Kentwood subdivision be rezoned to allow a church (New Life Fellowship) seating 750 and an eight screen 1200 seat family oriented theatre (featuring second run movies costing \$1.50-\$2.00). It is proposed that the Church occupy the south portion of the site containing the existing building; the theatre is proposed to be located on the north portion of the site.

Background Information

This site is currently zoned C4 - Arterial Commercial which would allow a variety of commercial uses to apply to go on the site. The south portion of the site has good visibility from 77th Street. The north portion of the site has limited visibility. The site is bordered on the south by Northwood Estates, on the west by the existing Kentwood subdivision, on the north by a proposed residential development and to the east by the Lions' Plaza Shopping Centre and Totem Lumber.

Comments

The proposed Church site is an ideal use for the motor vehicles building and could provide a good entrance feature to the neighbourhood; the theatre is an unusual use for this location. Both uses require rezoning. Churches are not allowed in the C4 District as it is designed for commercial use only; in order to accommodate the church, the south portion of the site should be rezoned to public service. A movie theatre is not allowed in the C4 District for two reasons - the service roads which are common in the C4 District could become extremely congested with theatre traffic; the second reason is to allow the growth and development of entertainment uses in the downtown. Theatres are currently allowed in the C1, C1A and the C2 (regional shopping centre) districts.

Public Comments

In order to assess neighbourhood reaction to this proposal, Parkland Community Planning Services hosted a meeting in the neighbourhood on April 28. The real estate agent and representatives of the church and theatre made presentations. Neither the church nor the theatre representatives had any finalized development plans at the meeting. Sixteen Kentwood residents attended the meeting. None of the comments sheets indicated outright opposition to either the church or the theatre however several concerns were expressed and need to be addressed. The comment sheets are enclosed under separate cover. A summary is provided below:

- 8 comments- no access should be allowed from the developments to Kentwood Drive (53rd Avenue)
- 6 comments- ensure adequate mature landscaping/berm along the south, north and west side of the site
- 3 comments- signage should not be obtrusive
- 2 comments- no triple X movies should be allowed
- 2 comments- need attractive building plans
- 2 comments- concerned about noise when the theatre vacates
- 1 comment- no fence along the west side of the property(tends to collect garage)
- 1 comment- add no parking signs along Kentwood Drive
- 1 comment- support for the proposed joint use parking agreement between the theatre and the Church
- 1 comment- concerned about skateboarders using the site
- 1 comment- concerned about cleanliness of the site
- 1 comment- proposed sanctuary may cut into the landscaping on the west side too much
- 1 comment- how will foot traffic access the site?

Some of these comments are more applicable at the development stage rather than the rezoning stages but if Council is in favour of these uses, they should at this time seek some assurance from the developers that these issues will be addressed in the site plan and direct that these site plans be available prior to the public hearing.

Planning Comments

Planning staff are supportive of the proposal to locate a church on the site subject to the church addressing the concerns which the neighbourhood has identified. Planning staff have had considerable discussion about the movie theatre and have identified the following concerns:

- **Scale of the Development:** This proposed 1200 seat theatre would be one of the largest entertainment facilities in the City; although the developer has indicated a willingness to address concerns related to litter, signage, parking lot lighting etc, we are concerned that the theatre may not be an appropriate use adjacent to a suburban neighbourhood.

- **Volume of Traffic:** With the size of this theatre (1200 seats/8 screens) there is a concern about traffic congestion at 52nd Avenue and 77th Street).
- **Council Policy:** Council has passed a number of policies designed to ensure that the downtown area remains a vibrant and viable commercial area. These policies include Vision 2020 which states that

“ the City will establish the Downtown as a vibrant and attractive focal point of the community from an administrative, business, commercial and cultural perspective... “

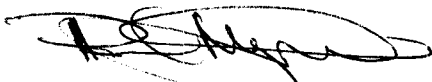
The City’s Downtown Concept Plan states that the City will

“Promote the expansion of the range of entertainment and social activities and attractions”

Entertainment is an area that has seen significant growth in the downtown. Council policies have contributed to that growth as they have been reflected in land use policy and bylaws thereby providing a stable economic base on which this industry has grown. The application to establish a theatre in this area would undermine the growth of the entertainment industry in the downtown.

RECOMMENDATION

In view of the foregoing, staff support the proposed rezoning for a church but we cannot support an amendment to allow a theatre. In order to ensure that the Kentwood residents’ concerns are addressed, staff suggest that Council direct that the site plans be made available for review prior to second and third reading.



Paul Meyette, ACP, MCIP
Principal Planner



Peter Holloway
Bylaws and Inspections Assistant Manager

DATE: April 25, 1995

TO: KELLY KLOSS
City Clerk

FROM: LOWELL R. HODGSON, Director
Community Services Division

RE: REZONING 5220 - 77 STREET
Your memo dated April 21, 1995 refers.

The former Alberta Transportation vehicle licensing centre has sat empty now for many months, with the property advertised for sale. The New Life Fellowship Church, along with F.F. Base Management Corporation, have made an offer to purchase this property, subject to acceptable rezoning to permit the church and a theatre.

I have discussed this proposal with the Social Planning and Recreation, Parks & Culture Managers, and we are supportive of this request with respect to the church. However, we have concern with the theatre adjacent to this neighbourhood development and away from the city core. Efforts have been made to establish the downtown as the centre for entertainment facilities such as theatres and, thus, from a Community Services perspective, we could not support the requested rezoning for the theatre without a strong indication of support from the adjacent community.

RECOMMENDATION

That Council support the request of the New Life Fellowship Church for rezoning the southerly 4½-acre parcel at 5220 - 77 Street to PS. However, we recommend that the spot-zoning of the northerly 3-acre parcel for the development of a motion picture theatre be delayed and subject to the community response.



LOWELL R. HODGSON

:dmg

- c Don Batchelor, Recreation, Parks & Culture Manager
- Colleen Jensen, Social Planning Manager
- Paul Meyette, Principal Planner, P.C.P.S.

135-052

DATE: May 1, 1995

TO: City Clerk

FROM: Engineering Department Manager

RE: **REZONING REQUEST - 5220-77 STREET**
LOT 1, BLOCK 2, PLAN 782-1439

The Engineering Department has reviewed the rezoning request and has no objection to the proposed rezoning.



Ken G. Haslop, P. Eng.
Engineering Department Manager

BDJ/emg

DATE: April 26, 1995

TO: City Clerk

FROM: Fire Marshal

RE: 5220 - 77 STREET (REZONING)

This department has no objection to this proposed rezoning.

A handwritten signature in cursive script, appearing to read "Cliff Robson".

Cliff Robson
Fire Marshal

/co

DATE: April 25, 1995
TO: Kelly Kloss, City Clerk
FROM: Alan Scott, Land and Economic Development Manager
RE: **REZONING 5220 - 77 STREET, RED DEER**

The Land and Economic Development Department has no objections to rezoning of the above property subject to the registered utility rights-of-way remaining in place.



Alan V. Scott

PAR/mm

DATE: April 27, 1995

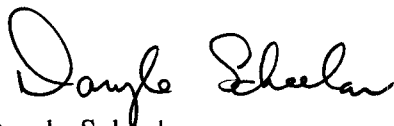
TO: Kelly Kloss
City Clerk

FROM: Daryle Scheelar
E. L. & P.

RE: Rezoning 5220 - 77 Street
Former Alberta Transportation Site
E. L. & P. File #95-065

E. L. & P. have no objection to the rezoning of the two (2) proposed lots at the above address subject to the conditions outlined in our correspondence to Parkland Community Planning Services (see attached).

Should you have any question or comments concerning these conditions please advise.



Daryle Scheelar,
Distribution Engineer

RL/jjd

Attachments (2 pages)

DATE: April 27, 1995

TO: Frank Wong
Parkland Community Planning

FROM: Daryle Scheelar
E. L. & P.


RE: Create 2 Parcels From the Former Alberta Transportation Site
Part of Lot 1, Block 1, Plan 782-1439
PCP File #95203
E. L. & P. File #95-065

E. L. & P. have no objection to this proposed subdivision subject to the following conditions:

1. An understanding that the only practical power source available for the proposed northerly lot 2 is the existing 120/208V transformer presently feeding the former Alberta Transportation site. Any costs related to the possible upgrading of this transformer due to the future development of lot 2 would be the owners responsibility.
2. The existing underground primary power line crosses the proposed northerly lot and will require a registered 2 meter wide utility easement centered on the line with a 3 metre width at the transformer location (see attached).
3. The placement of an additional 2 metre wide utility easement from the existing transformer to the proposed northerly lot such that a 120/208V secondary service could be buried for the future proposed building on lot 2. This easement location would require the co-ordination and agreement of all parties involved (see attached proposal).

E. L. & P. will locate the existing underground cable when the surveyors make their requests through Alberta First Call.

Should you have any questions or comments please advise.


Daryle Scheelar,
Distribution Engineer

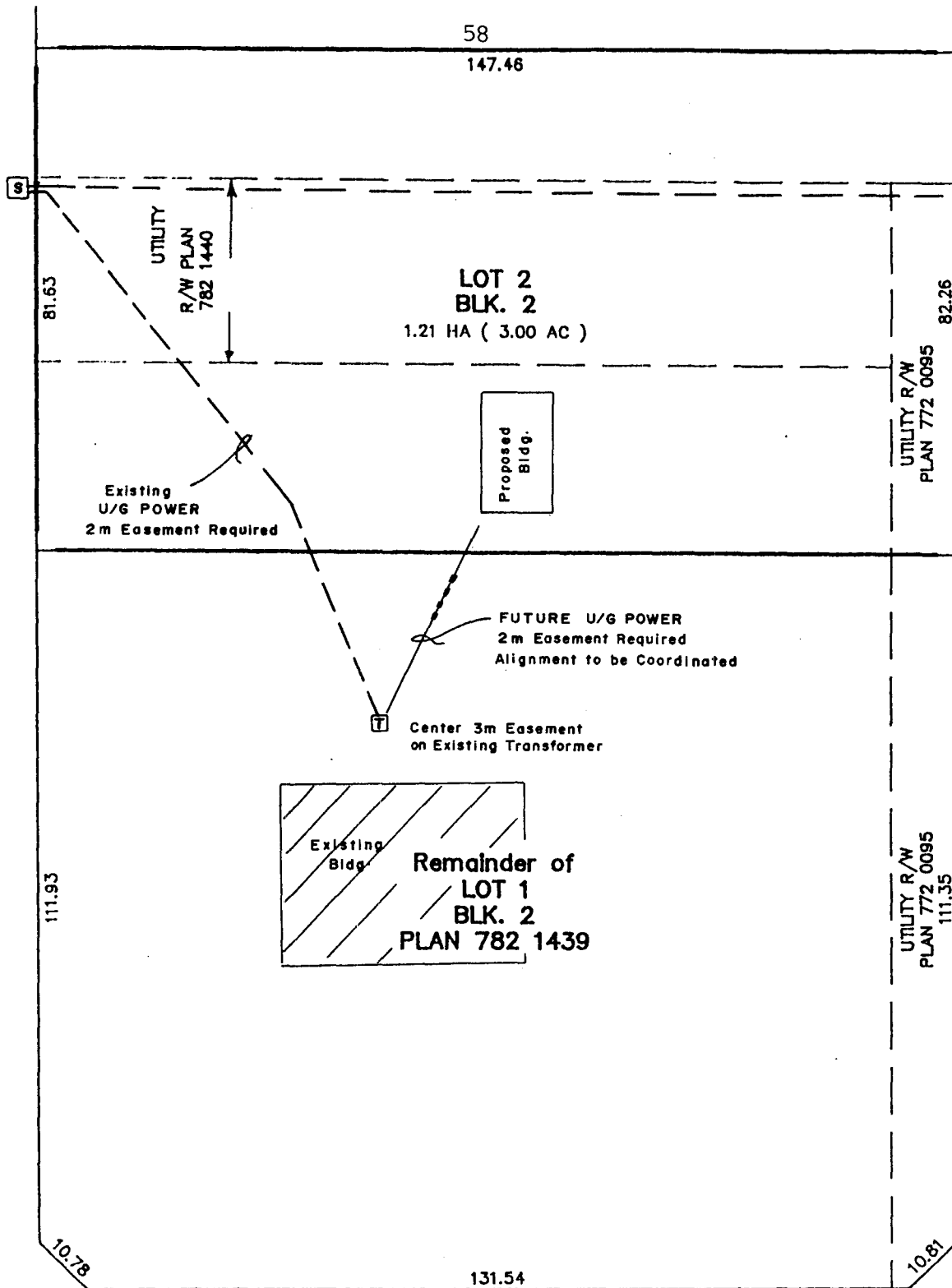
RL/jjd

Attachments

p.c. Brian Johnson, Eng. Dept.
Peter Robinson, Land Dept.

53rd AVENUE

52nd AVENUE



77th STREET

CITY of RED DEER
TENTATIVE PLAN
OF
PROPOSED SUBDIVISION



NOTES:

-Distances shown are in metres.

-Area dealt with is bounded thus

COMMENTS:

We concur with the comments of the Administration with respect to the Church which we consider to be an excellent use for the former vehicle licensing centre. However, for the reasons outlined in the attached reports, we cannot support the establishment of a 1200 seat theatre on this site. As is pointed out in the attached report, there is more than adequate raw land available in areas correctly zoned for this type of development. In addition, we are not convinced that a 1200 seat theatre would not be intrusive on the adjacent neighbourhood.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

BILL RAMJI
103 ANQUETEL STREET
RED DEER AB T4R 2K7

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

May 8, 1995

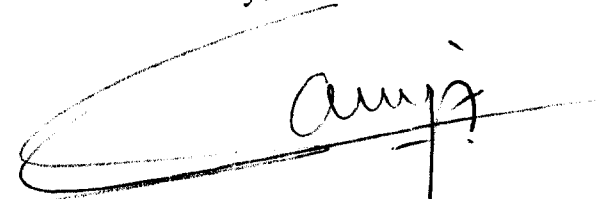
Alderman Larry Pimm:

RE: SPOT ZONING FOR MOVIE THEATRE COMPLEX

Please find enclosed pertinent information in reference to the above. This is being provided to you so that you can make a fair assessment for the requested spot zoning to be addressed at tonight's council meeting.

We have addressed what we feel are the major concerns in this matter, however, if you have any further queries, we will be pleased to answer them this evening.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Ramji', with a large, sweeping horizontal stroke underneath it.

Bill Ramji
F.F. Base Management Corporation

THEATRE SITES - RED DEER

1. Bower Mall - Maximized

Presently ample parking is available on this site in accordance to the land-to-building ratio, however, an addition of this nature would put that ratio off-balance.

2. Parkland Mall - Maximized

The land-to-building ratio on this site is at its maximum capacity.

3. Gelmon Corporation Site - @ \$6.40/sq.ft. + landscaping, paving and site services.

At this price, the 3 to 3.5 acres that we require, would put the land cost at over a million dollars, thus making the project not feasible. In addition, this site is under first right of purchase option to the Gelmon Corporation.

4. City owned land across from the Public Works Site - @ \$2.70/sq.ft.

This site is approximately 2.25 acres and has the eastern portion taken up by a large berm and a rather large Utility-Right-of-Way toward the north - thus making this site not suitable for this project.

5. The Bay and Zellers Buildings

As per copy of attached letter from Hudson's Bay a purchase price of \$1.5 million was set (considerably higher than the proposed land cost) and a parking lot was provided. However, due to low ceilings and the width of the pillars not meeting the specific theatre design requirements, this site was deemed not suitable.

Although no formal offer was made for the Zellers building, once again the height of the building and width of the pillars did not meet theatre design requirements.

6. Proposed Kentwood Site

Need Spot Zoning. This site is an ideal location for the following reasons:

- a. ample parking
- b. financially viable
- c. landscaping, paving and site services in place
- d. positive feedback from Kentwood Community
- e. traffic congestion not an issue due to staggered show times.

7. Newton Site @ \$4.17/sq.ft. + landscaping, paving and site services.

At this price, the 2.2 acre site would put the land cost at almost half a million dollars. The 2.2 acres would not be sufficient for the building and parking requirement as per your CIA zoning regulations. Thus a further cross parking agreement would be required.

8. **Bettenson's Site**

Red Deer Welding, a dangerous goods site, is located adjacent to the Bettenson's site. According to Red Deer City Bylaw, our proposed building would have to be 50m away from Red Deer Welding, thus leaving us short on land acquisition.

CONCERNS AND RESPONSES:

1. **CONCERN:** Parking on the street

RESPONSE: As per regulations, one stall for every 5 seats is the bylaw requirement. We will be providing with the help of a cross-parking agreement with the Church, approximately 400 parking stalls for 1200 people, thus eliminating the street parking concern.

2. **CONCERN:** Traffic congestion

RESPONSE: Due to staggered show times, traffic congestion should not be a concern.

3. **CONCERN:** Entertainment facilities to be designated in the downtown core.

RESPONSE: As per the above information, we have been unsuccessful in our quest for finding a suitable site.

DATE: April 21, 1995

TO: ✓ X DIRECTOR OF COMMUNITY SERVICES
DIRECTOR OF CORPORATE SERVICES
X DIRECTOR OF DEVELOPMENT SERVICES
X BYLAWS & INSPECTIONS MANAGER
CITY ASSESSOR
X E.L. & P. MANAGER
X ENGINEERING DEPARTMENT MANAGER
✓ X FIRE CHIEF (EMERGENCY SERVICES)
INFORMATION TECHNOLOGY SERVICES MANAGER
✓ X LAND AND ECONOMIC DEVELOPMENT MANAGER
PERSONNEL MANAGER
PUBLIC WORKS MANAGER
R.C.M.P. INSPECTOR
RECREATION, PARKS & CULTURE MANAGER
SOCIAL PLANNING MANAGER
TRANSIT MANAGER
TREASURY SERVICES MANAGER
X PRINCIPAL PLANNER
CITY SOLICITOR

FROM: CITY CLERK

RE: REZONING 5220 - 77 STREET, RED DEER

Please submit comments on the attached to this office by May 1, 1995, for the Council Agenda of May 8, 1995.

"Kelly Kloss"
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

April 21, 1995

Ralph Salomons Realty Inc.
4440 - 49 Avenue
Red Deer, Alberta
T4N 3W6

Dear Sir:

I acknowledge receipt of your letter dated April 20, 1995, re: Rezoning/Former Vehicle Licensing Centre, 5220 - 77 Street, Red Deer/Lot 1, Block 2, Plan 782-1439.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on May 8, 1995. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m., reconvening at 7:00 p.m.

In the event you wish to be present at the Council meeting, would you please telephone our office on May 5, 1995, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on May 5, 1995.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours sincerely,


Kelly Kloss
City Clerk
KK/ds



*a delight
to discover!*

COUNCIL MEETING OF MAY 8, 1995

ATTACHMENT TO REPORT ON OPEN AGENDA

**RE: PROPOSED REZONING
CHURCH/MOVIE THEATRE 5220 77 STREET
KENTWOOD**

KENTWOOD PUBLIC MEETING

COMMENTS

**KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE**

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

REGISTRATION (Please Print)

NAME	ADDRESS	POSTAL CODE	TELEPHONE NUMBER
BAIRD THOMAS	49 KENNINGS CRS.	T4P 3M8	346-4501
EDMONDSON Joyce	23 Kirby St.	T4P 3M9	343-6455
Robert			
Clair McGimpsey	24 Kirby St. R.D	T4P 3M9	340-1298
SCOTT MILLER	20 KIRBY ST.	T4P 3M9	342-7029
ROBIN CLARK	2 KIRKLAND DR	T4P 3M7	346-6154
FLOYD VANSCYKE	33 KENNINGS CR	T4P 3M8	340-3714
Marlene Robertson	57 Kennings Cr.	T4P 3M8	346-1487
NEIL & HILDA BAERGEN	139 KEMP AVE	T4P 3P6	346-7934
CATHY DAVIS	9 KEE CLOSE	T4P 3M4	343-9408
Bob Bollinger	16 Kirby St.	T4P 3M8	347-2027
Linda Bollinger	16 Kirby St.	T4P 3M8	347-2027
Kris Wendling	45 Kentwood Drive	T4P 3R1	347-0302
ABE DERKSEN	73 GREGSON CR.	T4P 2K3	341-3641
Bert Bruinsma	4227 43A Ave	T4N 3G6	343-3488
Rita Bruinsma	4227-43A Ave	T4N-3G6	343-3488
STAN SCHALK	RR # 4 RED DEER	T4N 5E4	346-0798

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: Marlene Robertson

ADDRESS 57 Kennings Cr. R.D. T4P3M8

COMMENTS

I think the 2 proposed uses (church + theatre) are
acceptable as described for this site, depending on
the following conditions:

- 1) absolutely no access off Kentwood Dr (53rd Ave.) to either site.
- 2) generous landscaping (this includes land + trees etc.) on north
+ (especially) west sides
- 3) restrictive covenant remains in situ.
- 4) theatre agrees to maintain architectural standards +
family oriented movies only and to monitor parking areas / arcade
for loitering etc.
- 5) I would prefer no connecting roadway behind new
sanctuary (on west side). (could not road be elsewhere?)
- 6) signs to be kept to reasonably moderate size

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: Bob / Linda Belling
ADDRESS 16 Kirby St.

COMMENTS

- no road access to ^{Kentwood} ~~Kentwood~~ Drive. (53 Ave.)
- no fence (garbage collector) along west side of property.
- provide more than just adequate parking
- ensure there is an excellent berm along North & West property lines. - ~~too~~ include grass & trees.
- no XX movies
- add "No Parking" signs along ^{Kentwood} ~~Kentwood~~ Dr.
-

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: CATHY DAVIS
ADDRESS 9 KEE CLOSE

COMMENTS

CHURCH - LEAVE LANDSCAPED AREA
ON WEST END.

MOVIE THEATRE - LANDSCAPING ON
NORTH & WEST END TO HELP WITH
NOISE REDUCTION.

~~BOTH~~ DEVELOPMENTS.
- NO ACCESS FROM
KENTWOOD DRIVE! PLEASE
KEEP TRAFFIC OUT OF
THE SUBDIVISION.

COVENANT BETWEEN CHURCH &
THEATER A MUST.

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: SCOTT MILLER

ADDRESS 20 KIRBY ST.

COMMENTS

I don't have a problem with The church site providing That There is attractive landscaping on the west side and no access from The west side.
- I would prefer no road on the west of the church.

I have a couple of concerns about The theater:

- 1) I would like some fairly heavy landscaping to discourage the "kids" flowing out into our community.
- 2) No access (vehicle) from the West side
- 3) The building is attractive & kept up.
- 4) signage is not obtrusive.
- 5) parking doesn't overflow into the community - though the joint-use parking sounds good.
- 6) The noise problem after the shows are over so that the community is not kept awake.

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: C. McComprey

ADDRESS 24 Kirby St. T4P 3M9

COMMENTS

Make sure there is no access off of Kentwood Drive.
Make sure there is a greenbelt area north
of the new theatre.

Keep good landscaping on the west facing
Kentwood.

I am very concerned that young people - eg. skateboarders
may hang around and increase crime in our very
quiet area.

* I am impressed overall with this proposal. *

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: KRIS WENDLING
ADDRESS 45 KENTWOOD DRIVE

COMMENTS

I AM IN FAVOR OF THE MENTIONED PROPOSAL
WITH THE FOLLOWING CONSIDERATIONS:

1) MAINTAIN ^(PLANTING) NICE LANDSCAPING AS MUCH AS (BERMS)
POSSIBLE ALONG SOUTH SIDE (FRONT OF CHURCH)

2) AS MUCH LANDSCAPING AS POSSIBLE ALONG WEST
AND NORTH SIDES

3) NO ACCESS WHATSOEVER ALONG KENTWOOD DRIVE

4) LOW SIGNAGE; PLEASING ARCHITECTURE ON ~~ALL~~
SIDES. (I.E. NOTHING GAWDY)

→ SOME CONCERNS ABOUT THEATER COMING IN.

→ RETAIN AS MUCH TREE COVERAGE AS POSSIBLE.

I BELIEVE BOTH BUILDINGS COULD BE ASSETS TO
OUR COMMUNITY DUE TO WORSHIP, CLASSES, AND
EMPLOYMENT AS LONG AS IT IS HANDLED
FASTIDIOUSLY SO AS TO NOT DEGRADE
PROPERTY VALUES (DUE TO NOISE, LIGHT, SIGNAGE
AND ARCHITECTURE / LAYOUT).

I WOULD BE VERY INTERESTED IN BEING KEPT
UP TO DATE ON THE PLANS FOR THIS AREA. (AS WELL
AS EMPLOYMENT AT THE THEATER!)

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: BARO THOMAS
ADDRESS 49- KENNINGS CRESC.

COMMENTS

As the back of my property faces this development it is of concern that a landscaped berm be in place. Also I would not like to see access from the west side to the property.

Of concern would be noise from vehicles and patrons in late evening from the theatre.

Cleanliness of the site after the Theatre has closed would also be a concern.

- What damage will be done to landscaping if a lot of walk in traffic?

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME:

FLOYD VANSLYKE

ADDRESS

33 KENNINGS CR. R.D. T4P 3M8

COMMENTS

Proposal generally acceptable, with
some conditions:

(a) New structure too wide, making
it too close to Kentwood Drive.

(Perhaps it could be reshaped without
sacrificing square footage.

(b) Berm + Landscaping (Trees) on
both the west + north sides of
site.

(c) No traffic access from Kentwood
Drive to or from site.

(d) No neon signs, any necessary
signs must be in good taste.

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: Jepp & Bob Edmondson
ADDRESS 23 Kirby St.

COMMENTS (Not for the Press)

We do not want exits or entrances
on to this property from the
west of Kentwood Drive.
Concern for extra traffic
into Kentwood.

KENTWOOD NEIGHBOURHOOD MEETING
REGARDING THE FORMER MOTOR VEHICLES SITE

PARKLAND COMMUNITY PLANNING SERVICES / CITY OF RED DEER

APRIL 27, 1995

NAME: Del & Julie Dargatz

ADDRESS 139 Kemp Ave. R.D. 14P 3R0

COMMENTS

We are supportive of this proposal as presented
 tonight.

FILE

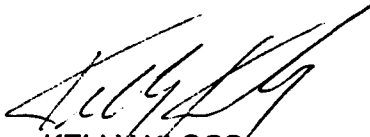
DATE: May 9, 1995
TO: Principal Planner
FROM: City Clerk
RE: REZONING OF FORMER VEHICLE LICENSING CENTRE/5220 - 77 STREET

At the Council Meeting of May 8, 1995, consideration was given to a letter from Ralph Salomons Realty Inc., dated April 20, 1995 concerning the above topic. At this meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Ralph Salomons Realty Inc., dated April 20, 1995 re: Rezoning Former Vehicle Licensing Centre, 5220 - 77 Street, Red Deer (Lot 1, Block 2, Plan 782-1439), hereby approves the zoning of the southernly 4.5 acre parcel currently zoned C4 to Public Service (PS) with this property being developed and occupied by the New Life Fellowship Christian Reformed Church, and further approves the spot zoning of the northerly 3.08 acre parcel for the development of a motion picture theatre, and as presented to Council May 8, 1995."

Please prepare the necessary Land Use Bylaw Amendment for consideration of first reading at the Council Meeting of Tuesday, May 23, 1995. Please provide this amendment to my office by Monday, May 15, 1995, so as same may be included on the agenda.

Thanks.



KELLY KLOSS,
City Clerk

KK/fm

cc. Council and Committee Secretary, S. Ladwig



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FILE

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

Ralph Salomons Realty Inc.
4440 49 Avenue
Red Deer, AB
T4N 3W6

ATTENTION: Ralph Salomons

Dear Sir:

RE: REZONING OF FORMER VEHICLE LICENSING CENTRE/ 5220 - 77 STREET

At the City of Red Deer's Council Meeting held on May 8, 1995, consideration was given to your letter dated April 20, 1995 concerning the above topic, and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Ralph Salomons Realty Inc., dated April 20, 1995 re: Rezoning Former Vehicle Licensing Centre, 5220 - 77 Street, Red Deer (Lot 1, Block 2, Plan 782-1439), hereby approves the zoning of the southernly 4.5 acre parcel currently zoned C4 to Public Service (PS) with this property being developed and occupied by the New Life Fellowship Christian Reformed Church, and further approves the spot zoning of the northerly 3.08 acre parcel for the development of a motion picture theatre, and as presented to Council May 8, 1995."

The decision of Council in this instance is submitted for your information. We will now be preparing the necessary Land Use Bylaw Amendment for consideration of first reading at the Council meeting of Tuesday, May 23, 1995. If first reading is received on this date, a Public Hearing will be held at the Council Meeting of Monday, June 19, 1995 at 7:00 p.m., or as soon thereafter as Council may determine.

.../2



*a delight
to discover!*

FILE

Ralph Salomons Realty Inc.
May 9, 1995
Page 2

In accordance with the Land Use Bylaw, once the proposed amendment is given first reading, you will be required to deposit with the City Clerk prior to public advertising, an amount equal to the estimated cost of advertising, which in this instance is six hundred dollars (\$600). We will require this deposit by no later than May 30, 1995 in order to proceed with the advertising. Once the actual costs are known, you will either be invoiced for, or refunded the balance.

I trust that you will be advising your clients of Council's decision as noted above. If you have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS,
City Clerk

KK/fm

cc. Director of Development Services
Director of Community Services
Bylaws and Inspections Manager
Principal Planner
E.L. & P. Manager
Council and Committee Secretary, S. Ladwig

NO. 5

WESTFAIR FOODS LTD.
WESTFAIR PROPERTIES LTD.

VANCOUVER OFFICE

3189 GRANDVIEW HIGHWAY, VANCOUVER, B.C. V5M 2E9
MAILING ADDRESS: P.O. BOX 2198, VANCOUVER, B.C. V6B 3V7
TELEPHONE (604) 439-5454 FACSIMILE (604) 439-5456**VIA FAX: (403) 346-6195**

April 28, 1995

Gail Surkan, Mayor
City of Red Deer
4914-48 Avenue
Red Deer, Alberta
T4N 3T4

Dear Mayor Gail Surkan:

**Re: Old CPR Train Station
Red Deer, Alberta**

Further to our conversation of Wednesday April 26, 1995 and my subsequent conversation with Allan Scott, Thursday April 27, 1995, this letter represents 422984 Alberta Ltd.'s (Westfair Properties Ltd.) formal request with regards to the complete and absolute discharge of the City of Red Deer caveat no. 922035234 with respect to the Train Station and Real Canadian Superstore Site. A copy of the caveat is attached.

As you may recall the caveat seeks to protect two alleged rights of the City:

1. the right to transfer back of the lands registered to the name of 422984 Alberta Ltd.; and
2. an equitable charge for non-completion of development thereon in the same manner as municipal taxes.

The City's right to call for a transfer back of the relevant lands, were contingent upon failure to complete Phase I of the Option and Development Agreement dated January 25, 1991. This in effect is a non-issue since Phase I was the Superstore building which was completed three years ago, therefore satisfying the condition. The City's right to call for the transfer back is therefore fully extinguished, and the said caveat should be discharged in this respect.

- 2 -

The development of Phase II was to be determined in accordance with the ability of the leasing market (prevailing at the City of Red Deer at the material time) to absorb such proposed construction. It is our feeling and we believe you will agree, that at the present time further development of excess lease space is not warranted. Because the building of excess lease space is unjustifiable in the market at this time, we feel that the second interest sought to be protected by the caveat cannot now be supported.

We would greatly appreciate your assistance in arranging the complete discharge of the said caveat as soon as possible. As time is of the essence in this matter, and subject to your approval, we are prepared to have our lawyers draw up the discharge of Caveat and forward to you for execution

We appreciate your consideration in the above matter and look forward to your response in the near future.

Yours truly,

WESTFAIR PROPERTIES LTD.

Per: J. J. Zimmerman
for:

Joseph M. Crivici, B. Comm.
Leasing Representative

JMC/clf
C04JC-01

Attachment

cc: E. Phoa, Milner Fenerty

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that The City of Red Deer, of Box 5008, in the Province of Alberta, claims an interest in the following described lands namely:

Lot 16, Plan 922-0308
(N.E. 17 - 38 - 27 - W4TH)

EXCEPTING THEREOUT ALL MINES AND MINERALS

(herein called the said lands),

which said lands are described in Certificate of Title No. _____ standing in the register in the name of 422984 Alberta Ltd. and Gelmon Corporation pursuant to an agreement in writing dated the 25th day of January 19 91, between the City of Red Deer of the First Part and 422984 Alberta Ltd. and Gelmon of the Second Part, which said agreement grants unto the City: CORPORATION

- a) The right to take possession of the said lands and register Transfer of Title in the name of the City in the event of a default in the development requirements of the said agreement and;
 - b) An equitable charge on the said lands for non-completion of development thereon determined in the same manner as municipal taxes;
- and it forbids the registration of any person as Transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to the claim of the City of Red Deer.

The City of Red Deer hereby appoints William F. Lees at Box 5008, Red Deer, in the Province of Alberta T4N 3T4 as the place at which notices and proceedings relating hereto may be served.

DATED at the City of Red Deer, in the Province of Alberta, this
3rd day of February, 19 92.


Agent for the Caveator



Our File: 5542

Norbert Altvater

Ross Hetherington

Michael Scrase

Richard W. Assinger

May 3, 1995

DELIVERED BY HAND

The City of Red Deer
City Hall
RED DEER, Alberta

ATTENTION: MR. AL SCOTT

Dear Sir:

RE: C.P.R. TRAIN STATION

We act for John Murray and Suzanne Elizabeth Altvater who have agreed, subject to certain conditions precedent, to purchase the above referenced property, being part of Lot 16A, Plan 9223172, from 422984 Alberta Ltd. All the Purchasers' Conditions Precedent have been satisfied. The agreement is of course also subject to subdivision as well as the following Vendor's Condition Precedent:

that Caveat #922035234 shall have been absolutely discharged, removed and withdrawn from the certificate to title to the Site legally described as Plan 9223172, Lot 16A, excepting thereout all mines and minerals located in the City of Red Deer, as is more particularly located in the City of Red Deer.

On behalf of our clients we hereby request that this Caveat might be discharged and also that council pass a resolution approving this sale.

Yours truly,

ALTVATER and COMPANY

NORBERT ALTVATER

/kh

cc: Mr. J. Murray
cc: Mr. T. Chapman, Q.C.
cc: Mr. J. Crivici

The City Of Red Deer	
Date:	950504
Time:	10:55 am
Rec'd By:	

DATE: May 2, 1995
TO: Kelly Kloss, City Clerk
FROM: Alan Scott, Land and Economic Development Manager
RE: **WESTFAIR PROPERTIES LTD. APPLICATION FOR CAVEAT DISCHARGE**

The City of Red Deer entered into an agreement with the Gelmon Corporation and Westfair Foods, which included a number of clauses relating to the contemplated development of the site. Many of the clauses dealt with the timing of the overall development and the payment schedule. One clause dealt specifically with the overall size of the development and the potential for staging of such construction.

The original proposal anticipated a total development of 134,500 sq. ft. The developer, recognizing the need to stage the impact of such a large quantity of leasable area, asked that the overall proposal be broken down into two stages. As a result, the agreement calls for Phase 1 to consist of not less than 105,000 sq. ft. of gross leasable area, while Phase 2 would consist of not less than 29,500 sq. ft. of gross leasable area. The agreement went on to require that the purchasers complete the construction of Phase 2 "not later than 36 months following completion construction of Phase 1."

Our files indicate that the Bylaws and Inspections Manager confirmed that Phase 1 was completed October 11, 1992, meaning that Phase 2 would be required to be completed, under the terms of the agreement, by October 11, 1995.

However, the agreement also addresses market conditions and their impact on future construction. Clause 7 of the agreement reads in part:

"it is understood and agreed that the construction of Phase 2, including its actual size, components and final configuration and its rate and stages of development, shall be determined by the Optionees in accordance with the ability of the leasing market (prevailing at the City of Red Deer at the material time) to absorb such proposed construction."

Westfair Properties Ltd., owners of the property, are now requesting that the City of Red Deer remove the requirement for Phase 2 development. It is Westfair's contention that the present market conditions are such that additional retail space on this site is not warranted at this time. Given the current vacancy rate in the downtown area of the city, we would agree with Westfair's observation with respect to the development of additional retail space.

City Clerk
Page 2
May 2, 1995

In reviewing the final drawings, it should be noted that the overall development completed in Phase 1 exceeded the requirement by 3495 sq. ft., at 108,495 sq. ft. It should also be noted that the former train station was to be considered as part of the overall development on the site. The train station has approximately 10,000 to 12,000 sq. ft. of potential lease area, which would bring the total development to about 120,000 sq. ft. This is about 15,000 sq. ft. short of what was agreed to for Phase 1 and Phase 2 development.

It should also be pointed out that when the original agreement was structured, the parcel of land being sold by the City consisted of 7.60 acres. In the end, because of a redesign of 51 Avenue, the actual site as surveyed, comprised of 7.12 acres - a reduction in size of 6%. Given the need for parking, landscaping, etc., perhaps the existing development, including the train station, is appropriate for the site in its reduced configuration.

RECOMMENDATION

The Land and Economic Development Department recommends that Council approve the request from Westfair Properties Ltd. to remove the caveat requiring Phase 2 development.


Alan V. Scott

AVS/mm

COMMENTS:

We concur with the recommendation of the Land & Economic Development Manager that the caveat be discharged on this property.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager

DATE: May 1, 1995

TO: DIRECTOR OF COMMUNITY SERVICES

X DIRECTOR OF CORPORATE SERVICES

DIRECTOR OF DEVELOPMENT SERVICES

BYLAWS & INSPECTIONS MANAGER

CITY ASSESSOR

E.L. & P. MANAGER

ENGINEERING DEPARTMENT MANAGER

FIRE CHIEF (EMERGENCY SERVICES)

INFORMATION TECHNOLOGY SERVICES MANAGER

X LAND AND ECONOMIC DEVELOPMENT MANAGER

PERSONNEL MANAGER

PUBLIC WORKS MANAGER

R.C.M.P. INSPECTOR

RECREATION, PARKS & CULTURE MANAGER

SOCIAL PLANNING MANAGER

TRANSIT MANAGER

TREASURY SERVICES MANAGER

PRINCIPAL PLANNER

X CITY SOLICITOR

FROM: CITY CLERK

RE: OLD CPR TRAIN STATION

WESTFAIR PROPERTIES LTD.

Please submit comments on the attached to this office by May 2, 1995, for the Council Agenda of May 8, 1995.

"Kelly Kloss"
City Clerk



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

Westfair Foods Ltd.
P.O. Box 2198
Vancouver, B.C.
V6B 3V7

ATTENTION: Joseph Crivici, Leasing Representative

Dear Sir:

RE: OLD CPR TRAIN STATION, RED DEER, ALBERTA

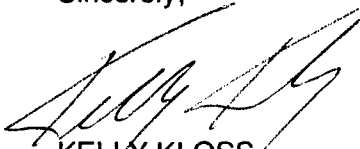
At the City of Red Deer Council Meeting held on May 8, 1995, consideration was given to your letter dated April 28, 1995 concerning the above topic, and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Westfair Properties Limited dated April 28, 1995, hereby approves the request from Westfair Properties Limited to remove the caveat requiring Phase II development as outlined in the Terms of Agreement dated January 25, 1991 between The City of Red Deer and the Gelmon Corporation and 422984 Alberta Ltd., and as presented to Council May 8, 1995."

The decision of Council in this instance is submitted for your information. Please contact the City's Land and Economic Development Manager, Mr. Al Scott, for any follow-up and finalization of the discharge of caveat.

If you have any questions or require additional information please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS,
City Clerk

KK/fm

cc. Director of Community Services
Director of Development Services
City Solicitor



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**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

Altwater & Company, Barristers & Solicitors
2nd Floor, 4909 - 48 Street
Red Deer, AB
T4N 1S8

ATTENTION: Norbert Altwater

Dear Sir:

RE: OLD CPR TRAIN STATION, RED DEER, ALBERTA

At the City of Red Deer Council Meeting held on May 8, 1995, consideration was given to your letter dated April 28, 1995 concerning the above topic, and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Westfair Properties Limited dated April 28, 1995, hereby approves the request from Westfair Properties Limited to remove the caveat requiring Phase II development as outlined in the Terms of Agreement dated January 25, 1991 between The City of Red Deer and the Gelmon Corporation and 422984 Alberta Ltd., and as presented to Council May 8, 1995."

The decision of Council in this instance is submitted for your information. Please contact the City's Land and Economic Development Manager, Mr. Al Scott, for any follow-up and finalization of the discharge of the caveat.

If you have any questions or require additional information please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS,
City Clerk

KK/fm

cc. Director of Community Services
Director of Development Services
City Solicitor

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to discover!*

C.E. FORGUES

BARRISTER & SOLICITOR

203, 6017 - 54th AVENUE
RED DEER, ALBERTA
T4N 6B8

TELEPHONE (403) 342-7044
FAX (403) 342-7055

NO. 6

Our file:

26 April 1995

City Council
City of Red Deer
City Hall
(delivered)

Dear Sirs & Madam:

Re: 2nd floor of 6017 - 54th Avenue

It has been suggested to me that I should apply directly to City Council for the occupancy permit(s) as required by myself and the others who carry on business from offices in the upstairs of this building. Please refer to attached diagram.

I am told that there is not so much a difficulty with my own business being in these premises, but rather with:

- Mr Fraser's realtor office. Glenn Fraser Realty Ltd. is associated with the local Sutton Group franchise.
- Mr Fraser's and Mr Wright's building contractor office. They carry on business through Riser Developments Ltd.

Mr Fraser and myself are joint lessees from the landlord, Danson Properties, of the western half of the upstairs. We developed the western 1200 sq. ft. of the upstairs in December 1993. The current situation is that Mr Fraser and I subrent the one office to Riser Developments.

The whole upstairs was vacant before that except for the debris which was left when Chez Cherrie (a hair salon) went broke and moved out in January 1987. Chez Cherrie had occupied the whole upstairs. The west half of the upstairs was not occupied after that until we moved in in January 1994. The east half of the upstairs was used in the interim by a karate studio for about a year ending when it abandoned in August 1992.

In December 1994 I put in the other office for my articling student, plus the file storage office, which are both in the eastern half of the upstairs. I rent this direct from Danson Properties, without Mr Fraser's participation.

Mr Fraser and I had subrented the current Riser Development office to one Bert McLean,

from C.E. FORGUES, BARRISTER & SOLICITOR

Page 2

mortgage broker, for a number of months, but he fell behind in rent and we gave him the punt in February 1995.

The balance of the eastern half of the upstairs is vacant and undeveloped.

I cannot afford the whole rent load for the west half. I require Mr Fraser's participation on this score, and we both require to subrent the other bit out as we are doing. The physical plant is such that we have to heat and supply electricity to the whole upstairs in order to have those things ourselves, which is another reason I need somebody else up here to cost share.

I have no plans at present to get a bunch of other lawyers up sharing space.

I have no idea what better use the upstairs of this building may have, other than simple offices. Mr Fraser and I believe that we are a stable tenant to the landlord, whom it seems has otherwise historically had difficulties in that regard. We perceive our situation as innocuous and quiet.

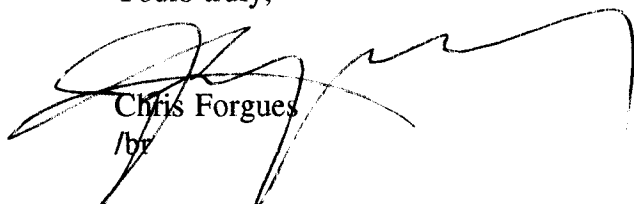
We have been approached by the building inspection authority recently, which noted some deficiencies. We have applied for a building permit which would resolve the deficiencies, but I understand this is being held up pending resolution of our occupancy situation.

Could you please consider this my and our application for an occupation permit for:

C.E. Forgues, Barrister & Solicitor - law offices
 Glenn Fraser / Glenn Fraser Realty Ltd. - realtor's office
 and
 Glenn Fraser and James Wright / Riser Developments Ltd. - contractor's office

to the 2nd floor of 6017 - 54th Avenue. Myself and the others and the landlord would be happy to attend a council meeting to make this request and answer questions.

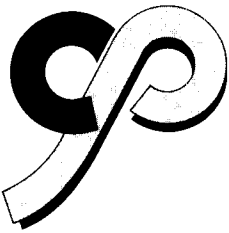
Yours truly,



Chris Forgues
/bf

cc: Building Inspection Dept.

THE CITY OF RED DEER	
CLERK'S DEPARTMENT	
RECEIVED	
TIME	2:20 PM
DATE	95/04/26
BY	CR



**PARKLAND
COMMUNITY
PLANNING
SERVICES**

Suite 500, 4808 Ross Street
Red Deer, Alberta T4N 1X5
Phone: (403) 343-3394
FAX: (403) 346-1570

TO: City Clerk **DATE:** May 1 , 1995

FROM: Paul Meyette, Principal Planner
Ryan Strader, Bylaws and Inspections Manager

RE: Occupancy Permit 6017 - 54 Avenue

C.E. Forgues has written to Council to request a land use change to allow a realtor and a contractor in this two storey development at the corner of 54th Avenue and 59th Street.

Background Information

The building on this site was constructed approximately 20 years ago; the second storey was added in 1979. Initially this building was situated on one of the major access roads to north Red Deer. Construction of Taylor Bridge and the later construction of Taylor Drive have reduced the importance of 59th Avenue in terms of access to north Red Deer.

This building has had a history of difficulty in attracting tenants. Former tenants have included a 7-11 store, a hair salon, a video store and a martial arts studio. Current approved tenants include a Vietnamese fast food and deli shop, Willy's Hamburgers, C.E. Forgues law office, Hairport Hair Styling and Cheers Neighbourhood Pub. The mix of uses in this development are unique in terms of C3 developments within the City. Many of the tenants offer service to a significant portion of northside residents.

One of the problems with this site historically has been a lack of sufficient parking. In meetings with the developer we suggested a joint use parking agreement with the adjacent New Life Fellowship Church. This joint use agreement has been in place for a few years now and does address the bylaw requirements for parking although some signage would be desirable to direct the public to the alternate available parking.

An additional problem faced by this site is the decreasing importance of 59th Street and 54th Avenue as access routes to North Red Deer. Lower traffic volumes would affect the attractiveness of the site for commercial use.

Issues

C.E. Forgues is requesting that Council grant permission to allow occupancy for a realtor's office and a contractor's office (Mr. Forgues own office has already been approved). These uses are not allowed in the C3 District and the site would therefore require a rezoning to allow the uses. The only zones with the extent of uses proposed by Mr. Forgues would be the C1 and C1A (both downtown); this site is not consistent with the purposes of either district. The C1 and C1A Districts are contiguous; Council has not created any C1 or C1A spot zoning within the City. An alternative which Council might consider would be to spot zone (using an exception to the land use bylaw) to allow any offices to locate at this site; this would create a precedent in terms of C3 zoning within the City and would be contrary to the purpose of the C3 District which is to cater to neighbourhood needs. Council should be aware that the C3 District already allows a limited number of offices to serve the neighbourhood such as a doctor's office or a dentist.

Recommendation

Staff do not support the request by C.E. Forgues to allow a contractor and realtor's office at this site. We would be prepared to examine the possibility of C4 zoning in this area however this would not allow a full range of office use which Mr. Forgues appears to be seeking.

Paul Meyette, ACP, MCIP
Principal Planner

Ryan Strader
Bylaws and Inspections Manager

COMMENTS:

We concur with the recommendation of the Parkland Community Planning Services and Bylaws & Inspections Manager.

"G. SURKAN"
Mayor

M.C. DAY"
City Manager

DATE: April 27, 1995

TO: DIRECTOR OF COMMUNITY SERVICES
DIRECTOR OF CORPORATE SERVICES
DIRECTOR OF DEVELOPMENT SERVICES
X BYLAWS & INSPECTIONS MANAGER
CITY ASSESSOR
E.L. & P. MANAGER
ENGINEERING DEPARTMENT MANAGER
FIRE CHIEF (EMERGENCY SERVICES)
INFORMATION TECHNOLOGY SERVICES MANAGER
LAND AND ECONOMIC DEVELOPMENT MANAGER
PERSONNEL MANAGER
PUBLIC WORKS MANAGER
R.C.M.P. INSPECTOR
RECREATION, PARKS & CULTURE MANAGER
SOCIAL PLANNING MANAGER
TRANSIT MANAGER
TREASURY SERVICES MANAGER
X PRINCIPAL PLANNER
CITY SOLICITOR

FROM: CITY CLERK

RE: C.E. FORGUES - OCCUPANCY PERMIT/6017 - 54 AVE.

Please submit comments on the attached to this office by May 1, 1995, for the Council Agenda of May 8, 1995.

"Kelly Kloss"
City Clerk

**THE CITY OF RED DEER**

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

April 27, 1995

Mr. C.E. Forgues
Barrister & Solicitor
203, 6017 - 54 Avenue
Red Deer, Alberta
T4N 6B8

Dear Sir:

I acknowledge receipt of your letter dated April 26, 1995, re: Occupancy Permit.

This item will be discussed and possibly a decision made at the Meeting of Red Deer City Council on May 8, 1995. Council meetings begin at 4:30 p.m., and adjourn for the supper hour at 6:00 p.m., reconvening at 7:00 p.m.

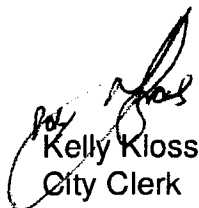
In the event you wish to be present at the Council meeting, would you please telephone our office on May 5, 1995, and we will advise you of the approximate time that Council will be discussing this item.

Would you please enter City Hall on the park side entrance when arriving, and proceed up to the second floor Council Chambers.

This request has been circulated to City administration for comments, and should you wish to receive a copy of the administrative comments prior to the Council meeting, they may be picked up at our office on the second floor of City Hall on May 5, 1995.

If you have any questions in the meantime, please do not hesitate to contact the writer.

Yours sincerely,



Kelly Kloss
City Clerk

KK/ds



*a delight
to discover!*

C.E. FORGUES

BARRISTER & SOLICITOR

203, 6017 - 54th AVENUE
RED DEER, ALBERTA
T4N 6B8

TELEPHONE (403) 342-7044
FAX (403) 342-7055

BACKUP INFORMATION
NOT SUBMITTED TO COUNCIL

Our file:

May 8, 1995

City Council
City of Red Deer
City Hall

faxed to 346-6195

Attention: **Mr Kloss**
City Clerk

Further to our telephone conversation this morning, confirming that we have asked to have our application scheduled for 4:45 p.m. today tabled until further notice.

Yours truly,


Chris Forgues

/br

END



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

C.E. Forgues, Barrister & Solicitor
203, 6017 - 54 Avenue
Red Deer, AB
T4N 6B8

ATTENTION: Chris Forgues

Dear Sir:

RE: REZONING REQUEST, 2ND FLOOR OF 6017 - 54 AVENUE

Please be advised, that, as per your request of April 26, 1995, the above noted topic was withdrawn from Council's consideration on their May 8, 1995 meeting.

It is my understanding that you will contact this office when you wish this item to reappear before City Council. If you have any questions, or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

KELLY KLOSS,
City Clerk

KK/fm

cc. Bylaws and Inspections Manager



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to discover!*

NO. 7

13 April 1995

THE CITY OF RED DEER
CLERK'S DEPARTMENT**To: Mayor Surkan and Members of City Council****Re: Highland Green Estates -- Land Use Concerns and Rezoning Request**

RECEIVED	
TIME	2:50
DATE	April 13/95
BY	AL

Background:

Three years ago, over a period of months in 1992, we met with City Council and the developer several times in an effort to achieve a workable solution for Lots 1-9, 29-36, Blk 7, Plan 6073X--the vacant property Seibel Construction bought from the Daughters of Wisdom for the purpose of a multi-family development. As you will recall, their initial intent was to construct a lower-end 32-unit townhouse complex, but the end result is a high-quality 19-unit "Over-50" seniors' housing complex. The residents of the surrounding community have been very positive concerning this outcome and we were encouraged to learn that workable solutions are possible.

At an evening meeting, April 12, 1995, several concerned area residents met with Paul Meyette, Parkland Community Planning Services, to voice their concerns and to ask questions in light of the recent sale of the former Boomer property and regarding the future of the property, presently owned by the Knights of Columbus immediately adjacent to the "Boomer" property, that is now for sale. The "Boomer" property is zoned R3 D216, and we are again faced with further potential multi-family developments, the impact of which we are unwilling to live with.

Discussion:

While there is nothing we can do about the present zoning on the Boomer property, we recognize that there are several other pieces of property in our area that could be very attractive to developers as possible multi-family developments and that the present zoning on these properties leaves this possibility open.

Back in October, 1992, our committee gathered 187 signatures on a petition that requested the City to halt any further multi-family development in the Highland Green Estates area with the only exception being the consideration of proposals for high quality "Over-50" seniors' housing. Our grounds for this petition were based on the 1992 census which revealed that the percentage of multi-family dwellings in Highland Green was 57% of the total number of housing units, whereas the city's overall average of multi-family housing was at about 25%. We have attached copies of the sheets containing the signatures of the petitioners for your interest.

In 1992, we also pointed out the direct correlation between the rates of break and enter crime and the ratios of multi-family to single family housing--according to Neighborhood Watch statistics, the highest crime rates occur in the highest ratios of multi-family housing. While we have many other concerns, such as diminished property value and increasing traffic flow, which would definitely become larger problems with more multi-family development, we specifically want to address the problem of the zoning on some of these properties as they stand right now.

We want City Council to be aware that, prior to any more sale of land and possible future rezoning applications for the purpose of high-density multi-family development, the Highland Green Estates community residents **remain firmly opposed** to any further multi-family development except, as stated before, for the purpose of high-quality "Over-50" seniors' housing. We believe that the

.....2/

- 2 -

Seibel development is clear evidence that seniors' housing can be done very effectively--I believe these units have all been sold now--and that particular development has indeed enhanced our area. Of course, quality single-family development that is in keeping with the surrounding area would also be acceptable.

Considering the existing high density population in the Highland Green area, there is very little park space left and, unfortunately, these open-space areas are being targeted as prime areas for further high-density housing.

Recommendation:

While we would prefer to leave these untouched areas as they are, we realize that some type of development is inevitable. Therefore, we hereby **strongly urge** Council to consider the following rezoning requests:

1. The lot immediately north of the St. Louis de Montfort school (S-1), currently zoned A1, to be rezoned to **park use**. This is currently owned by the Catholic School Board and is being used as park. A portion of this lot contains an old landfill buried there and would not be suitable for residential development for environmental reasons. The present ball diamond and park area are suitable uses here and should be retained.
2. The lot immediately to the west of the undeveloped school site, currently zoned R3 D216, should also be rezoned to **park use**. Again, the landfill is contained on a major portion of this land, and thus any residential development is unsuitable here. This land, presently owned by the Knights of Columbus, is now up for sale.
3. The south part of the parcel, west of the former Boomer property, also owned by the Knights of Columbus, is presently zoned PS and is also for sale. It is strongly recommended that this property be rezoned to something such as single family housing--or a low-density multiple family, similar to Seibel's development. This would be compatible with the immediately surrounding area.
4. The parcel of land where the AGT microwave tower stands is presently zoned A1. With the advance in technology, this tower may not be necessary for too much longer and here we have another site for potential future development. It is our recommendation that this parcel be rezoned for **single family** use prior to any development proposals being received.

In making these requests, the residents of Highland Green Estates are asking Council to be proactive in determining the type of development which should occur in Highland Green. The alternative will be to react to each proposal as it is made which not only is time-consuming but creates lingering uncertainty and animosity in our neighbourhood.

Respectfully submitted,



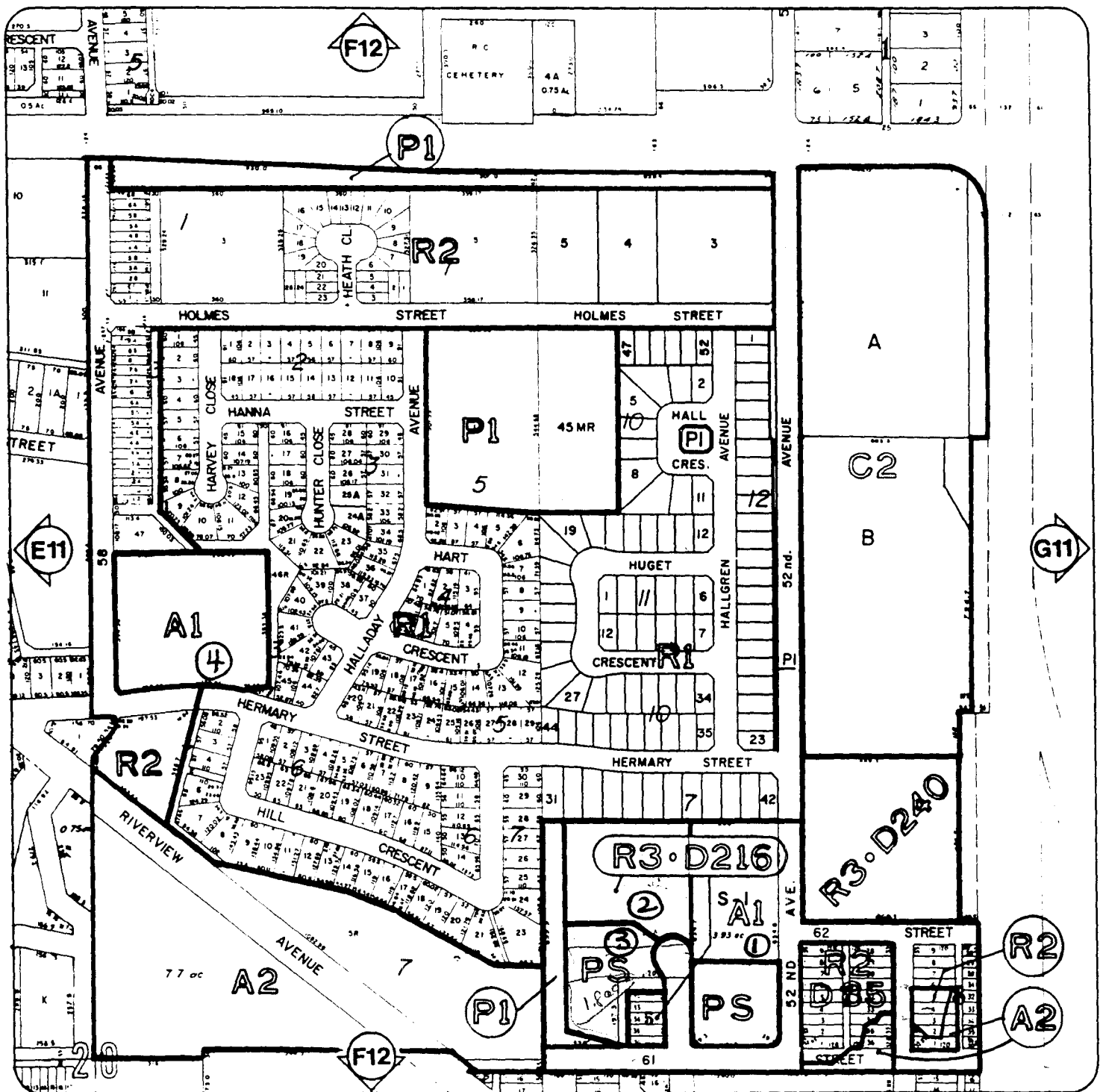
Ellen J. Geddes
On Behalf of Highland Green Estates Residents

11 Hallgren Avenue, Red Deer, AB T4N 6P1
Telephone: 347-3873 (res.) OR 347-3364 (bus.)

City of Red Deer ---⁷² Land Use Bylaw

Land Use Districts

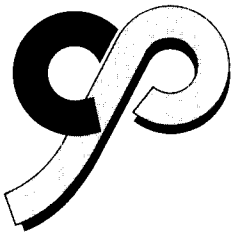
F11



Revisions :

2672 / T-92 (17/AUG./92)
2672 / N-92 (30/NOV./92)

2672 / I-80 (27/OCT./80)
2011 / BBB-77 (19/JAN./81)
2672 / H-81 (13/APR./81)
2672 / K-81 (26/OCT./81)
2672 / AA-81 (23/NOV./81)
2672 / E-85 (1/APR./85)
2672 / A-91 (29/APR./91)



TO: City Clerk **DATE:** April 20, 1995
FROM: Paul Meyette, Principal Planner
RE: Highland Green - Land Concerns

The residents of the Highland Green neighbourhood are requesting that Council identify the type of development which would be acceptable in the Highland Green neighbourhood in advance of any development proposals. In order to achieve this, they are requesting some zoning changes.

Background Information

As noted in the letter from Ellen Geddes, the Highland Green neighbourhood already has a number of multi-family dwellings. In 1992, the residents indicated a strong concern over the proposed development of a townhouse complex south of the Wedgewood Apartments. Following discussions over a period of approximately six months, both the neighbourhood and the developer agreed to a development proposal; the rezoning of the site occurred after this agreement had been reached. At that time, the Highland Green residents focused on the long term development of their neighbourhood and requested that Council consider some form of outline plan for their neighbourhood.

Planning in City Neighbourhoods

In new neighbourhoods, the City has required that developers produce an outline plan which indicates the type of development proposed. If the developer proposes any changes from the original plan, planning staff host a public meeting to gauge neighbourhood reaction. This information is forwarded to Council and considered before any planning or zoning changes are granted.

In older neighbourhoods, there is very little guidance in terms of the development of vacant lands. This means that developers often have no clear idea of what the City's expectations are and residents are required to deal with each development proposal on an ad hoc basis; this is a time consuming exercise for both developers and neighbourhood residents. The lack of a formalized plan to guide land use creates uncertainty and leaves Planning Staff and Council to arbitrate

between residents and developers. In the absence of adopted plans for older neighbourhoods, Council has placed moratoriums on zoning for multifamily development in some of the older neighbourhoods such as Eastview, Parkvale and Woodlea.

The Situation in the Highland Green Estates Neighbourhood

Highland Green Estates was built by a number of different developers. The most recent developments in the neighbourhood include the townhouse site along Holmes Street and the site east of Montfort school which was recently developed for seniors' townhouses. A number of vacant residential parcels still exist in the neighbourhood including :

- a parcel between Gaetz Avenue and 51st Avenue (currently zoned R2 -medium density housing- owned by the Belzerowski family)
- a parcel immediately west of St. Louis de Montfort School (currently zoned R3-D216 high density housing - owned by G. Carfantaine)
- the area north of the school (currently zoned A1 - reserved for future urban development - owned by the Catholic School Board)
- the Knights of Columbus land located north and west of the school this site is (currently zoned R3-D216 - high density housing on the north portion and PS- Public Service on the south portion)
- the AGT Tower site (currently zoned A1- reserved for future urban development)

The request before Council deals with the Knights of Columbus site, the school site and the AGT site.

Planning Comments

Planning staff agree with the general direction taken by the Highland Green residents. The lack of any formalized planning in the neighbourhood has created some anxiety and unless some specific steps are taken in terms of determining future land use, they will in a position of reacting to numerous development proposals which may or may not add positively to the neighbourhood.

Recommendation

Planning Staff recommend that Council consider the following courses of action:

1. Although the Highland Green Estates residents have accepted the zoning on the Belzerowski and the Carfantaine property, planning staff recommend that Council make a commitment to the residents that a public meeting would be held to review any development on either of the sites before consideration of a development permit. A similar Council motion exists for the undeveloped land in the Clearview subdivision.
2. In addressing the request by Ellen Geddes, Council has two options which we would recommend that they consider.

The first option would be to direct that an outline plan be completed which would clearly lay out the development expectations for all undeveloped land in Highland Green Estates and ensure that the zoning corresponds to this plan. This plan would involve the landowners and the neighbourhood in a co-operative venture. Planning staff believe that this plan is required immediately. The disadvantage in this approach is that planning staff would have to delay the start of the Home Occupations Review, which Council has indicated as a high priority, in order to complete the Outline Plan.

The second option would be to proceed immediately with a zoning change. The request by Ellen Geddes to rezone the School playground property from A1 to PS - Public Service would appear to be quite straightforward, although I have not had an opportunity to talk to the Catholic School Board. The rezoning of the Knights of Columbus property is more complex; it would be difficult under the existing planning act to zone private land for park use unless the landowner agrees. Instead, the whole site could be designated "Direct Control" which could provide for a range of uses which Council feels are suitable to the neighbourhood; I have not discussed Direct Control zoning with the owners. There have been no development enquiries on the AGT site so the rezoning to a single family designation, as requested by Ellen Geddes, may be relatively straightforward, although I have not had discussions with the owners. The disadvantage to rezoning the sites immediately is that it does not allow for any discussion with the affected landowners to explain the rationale and consequences of the rezoning and would provide them with little or no input in terms of the ultimate use of their land.

Planning Staff prefer the first option.



Paul Meyette, ACP, MCIP
PRINCIPAL PLANNER, CITY SECTION

DATE: April 18, 1995

TO: KELLY KLOSS
City Clerk

FROM: LOWELL R. HODGSON, Director
Community Services Division

RE: ELLEN GEDDES - HIGHLAND GREEN ESTATES:
LAND CONCERNS

The development of remnant parcels within an existing community is always made more difficult in that the neighbourhood has grown accustomed to existing reality, and perhaps have not investigated or been aware of other plans for these parcels. When development proposals are made, they disturb that present reality and, thus, create concern.

The Highland Green area is one such neighbourhood, as its development has taken place over a long period of time. Parcels of land such as those in question have been zoned for some period of time now, to permit various development. This often is not considered an issue until a proposal comes forward. It would seem that the greatest concern of residents is that of the density of development, and this appeal is to ask Council to permit nothing more than "high-quality, over-50's seniors' housing" or "single-family housing".

I have discussed this request with the Recreation, Parks & Culture and Social Planning Managers, and our comments are as follows:

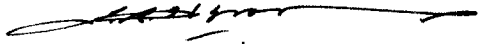
- While we are supportive of the request to be pro-active in zoning and in determining the type of development that will be acceptable on these parcels, we must also respect the fact that these are in private ownership, and the owners must have an equal say in the development of their land. Thus, there is a need for good communication between those landowners, potential developers and the community that surrounds them.
- Currently, we have a three-party agreement with The City, the Catholic Board of Education and the Knights of Columbus that permits two ball diamonds over the former landfill site, on a portion of the Catholic school site, and on the Knights of Columbus site. This agreement terminates next month; however, we are now negotiating a new two-year term, with a two-year renewable option. A clause in this agreement permits the Knights of Columbus to give 30 days' notice if their property was sold and the new owners needed access. Any development on the Knights or the Catholic Board site will be subject to a geotechnical investigation, whether that be single family, seniors or multiple family.
- We concur with the request to re-zone the parcel of land where the AGT tower now stands prior to development proposals. This parcel is among single-family housing and we agree that it should be for this same use.

.../2

City Clerk
Page 2
April 25, 1995
Ellen Geddes: Highland Green Estates

RECOMMENDATION:

That Council receive the letter from the Highland Green Estates residents as information and that Parkland Community Planning staff be requested to convene meetings with the landowners and the concerned residents, in order to find acceptable solutions for all parties involved.



LOWELL R. HODGSON

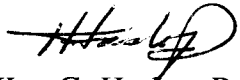
:dmg

- c Don Batchelor, Recreation, Parks & Culture Manager
- Bryon Jeffers, Director of Development Services
- Paul Meyette, Senior Planner, P.C.P.S.

DATE: April 26, 1995
TO: City Clerk
FROM: Engineering Department Manager
**RE: ELLEN GEDDES - HIGHLAND GREEN SUBDIVISION
LAND USE CONCERNS**

The comments we can offer from the Engineering Department relative to the current rezoning request are as follows:

1. Most of parcels 1 and 2 owned by the Separate School Board and the Knights of Columbus respectively, contain an old private landfill as stated and are likely not suited for residential use. Due to potential environmental problems with these sites, the City should not accept ownership. If the properties are retained privately, the City could perhaps entertain a transfer of density from this area to the adjacent developable area.
2. Although there may be merit in being proactive in some circumstances, being so in this instance is difficult due to private ownership. The property owners should be given equal opportunity to express their views particularly as the existing R3 zoning may be the only alternative for the owner to recover his investment.
3. Rezoning is normally considered at time of a proposed development. It is only then that it can be determined if there would be any unreasonable demands on the utility and roadway systems.



Ken G. Haslop, P. Eng.
Engineering Department Manager

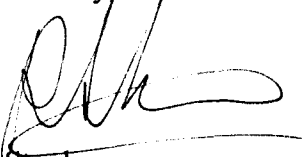
KGH/emg

c.c. Director of Community Services
c.c. By-laws and Inspections Manager
c.c. E. L. & P. Manager
c.c. Fire Chief
c.c. Recreation, Parks, and Culture Manager
c.c. Principal Planner

DATE: April 26, 1995
TO: City Clerk
FROM: Bylaws & Inspections Manager
RE: **HIGHLAND GREEN ESTATES - LAND USE**

In response to your memo regarding the above site, we agree with the comments of Mr. Meyette and Mr. Haslop. It is important that those property owners that are directly affected should have an opportunity to comment on any land use changes. Public hearings or meetings with the community are probably the best way to deal with the issues that have been raised by Ms. Geddes.

Yours truly,

A handwritten signature in black ink, appearing to be 'R. Strader', written over a horizontal line.

R. Strader
Bylaws & Inspections Manager
BUILDING INSPECTION DEPARTMENT

RS/vs

DATE: April 18, 1995

TO: City Clerk

FROM: E. L. & P. Manager

RE: Ellen Geddes - Highland Green Estates - Land Concerns

The E. L. & P. Department has no comments from an electric utility perspective regarding the above correspondence.

A handwritten signature in black ink, appearing to be 'A. Roth', written in a cursive style.

A. Roth,
Manager

AR/jjd

DATE: April 19, 1995
TO: City Clerk
FROM: Fire Chief
RE: ELLEN GEDDES, HIGHLAND GREEN

We have no comments to offer at this time.

A handwritten signature in cursive script, appearing to read "R. Oscroft".

R. Oscroft
Fire Chief

RO/dd

COMMENTS:

We concur with the recommendations of the Parkland Community Planning Services, specifically the first option under Recommendation #2.

For Council's information, the recommended study of the Highland Green areas and public participation process in the Highland Green Area would delay the currently scheduled home occupations study for approximately three months, moving its target completion date from October 1995 to January 1996.

"G. SURKAN"
Mayor

"M.C. DAY"
City Manager



THE CITY OF RED DEER

P. O. BOX 5008, RED DEER, ALBERTA T4N 3T4

FILE

City Clerk's Department
(403) 342-8132 FAX (403) 346-6195

May 9, 1995

Ms. Ellen Geddes
11 Hullgren Avenue
Red Deer, AB
T4N 6P1

Dear Ms. Geddes:

RE: HIGHLAND GREEN ESTATES - LAND USE CONCERNS AND REZONING
REQUEST

At the City of Red Deer Council Meeting held on May 8, 1995 consideration was given to your letter dated April 13, 1995 concerning the above topic, and at which meeting the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Ellen J. Geddes, on behalf of Highland Green Estates residents, dated April 13, 1995 re: Highland Green Estates - Land Use Concerns and Rezoning Request, hereby directs the Parkland Community Planning Service to prepare an outline plan, with the upset cost of \$10,000.00 to prepare said plan being charged as an overexpenditure to the 1995 budget, which would clearly lay out the development expectations for all the undeveloped land in Highland Green Estates and ensure that the zoning corresponds to this plan, with said plan being prepared with involvement of land owners and the neighbourhood, in a cooperative venture with the Parkland Community Planning Services staff, and as presented to Council May 8, 1995.

Council further agrees to not proceed with rezoning of any land within the borders of said plan prior to consideration of said plan by Council."

.../2



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to discover!*

FILE

Ellen Geddes
May 9, 1995
Page 2

The decision of Council in this instance is submitted for your information. As you are aware, Paul Meyette, Principal Planner, has requested the Highland Green Estates community to select ten people to be involved in the process of preparing an outline plan. Please advise Mr. Meyette of the names of these individuals at your earliest convenience.

Thank you for presenting this matter to Council. I look forward to a further report being presented to Council, in due course. If you have any questions or require additional information please do not hesitate to contact the undersigned.

Sincerely,



KELLY KLOSS,
City Clerk

KK/fm

cc. Director of Development Services
Director of Community Services
Principal Planner
Recreation, Parks and Culture Manager
Bylaws and Inspections Manager
E.L.&P. Manager
Fire Chief

FILE

DATE: May 9, 1995
TO: Principal Planner
FROM: City Clerk
RE: ELLEN GEDDES/HIGHLAND GREEN ESTATES - LAND USE
CONCERNS AND REZONING REQUEST

At the Council Meeting of May 8, 1995, consideration was given to correspondence from Ellen Geddes dated April 13, 1995 concerning the above topic. At this the following resolution was passed:

"RESOLVED that Council of The City of Red Deer, having considered correspondence from Ellen J. Geddes, on behalf of Highland Green Estates residents, dated April 13, 1995 re: Highland Green Estates - Land Use Concerns and Rezoning Request, hereby directs the Parkland Community Planning Service to prepare an outline plan, with the upset cost of \$10,000.00 to prepare said plan being charged as an overexpenditure to the 1995 budget, which would clearly lay out the development expectations for all the undeveloped land in Highland Green Estates and ensure that the zoning corresponds to this plan, with said plan being prepared with involvement of land owners and the neighbourhood, in a cooperative venture with the Parkland Community Planning Services staff, and as presented to Council May 8, 1995.

Council further agrees to not proceed with rezoning of any land within the borders of said plan prior to consideration of said plan by Council."

The preceding decision of Council is submitted for your information and appropriate action. As discussed at the above noted Council meeting, questions were raised as to whether this project or another project of the Parkland Community Planning Service would be done by a consultant. In this regard I trust you will be contacting the City Manager, Mike Day, regarding which project would be contracted out. In any event, I trust that you will be overseeing this process to ensure that all Highland Green Estates residents, land owners, and other parties which may be affected, will have input.

It is my understanding that such a process will take approximately three months following which a report would be presented back to Council for consideration.



KELLY KLOSS,
City Clerk

KK/fm

cc. City Manager
Director of Corporate Services
Director of Community Services
Director of Development Services

FILE

DATE: May 9, 1995
TO: Public Works Manager
FROM: City Clerk
RE: ALDERMAN HULL - NOTICE OF MOTION - COMMUNITY OF VOLUNTEERS

At the Council Meeting of May 8, 1995, the following Notice of Motion was submitted by Alderman Hull requesting that the logo on the City's entrance sign be changed from "A Nuclear Weapons Free Zone" to a "Community of Volunteers":

"WHEREAS The City of Red Deer has and does exhibit true volunteer spirit; and

WHEREAS The City of Red Deer recognizes and encourages the spirit of volunteerism; and

WHEREAS The City of Red Deer has a population in which one in every six people is a volunteer; and

WHEREAS The City of Red Deer annually utilizes a minimum of 14,300 volunteers representing 185,000 regular hours, providing services in the areas of social, recreation, and parks programs and endeavors, and which does not take into account special events, or other groups that utilize volunteers outside of the scope of The City of Red Deer; and

WHEREAS The City of Red Deer has been nationally recognized for its excellence in coordinating volunteer supported events such as the World Junior Hockey Championship, the Labatt's Brier, and Skate Canada; and

WHEREAS The City of Red Deer benefits directly through the economic and social impact of volunteerism;

NOW THEREFORE BE IT RESOLVED the Council of The City of Red Deer promote Red Deer as the 'Community of Volunteers' and change the City's entrance sign from 'A Nuclear Weapons Free Zone' to a 'Community of Volunteers'."

I am requesting that you provide me with the approximate cost of making the above noted change so as same can be presented at the May 23, 1995 Council Meeting. I would ask that your report be presented to my office by Monday, May 15, 1995 for inclusion on the agenda.



KELLY KLOSS,
City Clerk

KK/fm

cc. Director of Development Services

BYLAW NO. 2672/N-95

Being a Bylaw to amend Bylaw No. 2672/80, the Land Use Bylaw of The City of Red Deer.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. Section 4.13 Exceptions Respecting Land Use is amended by adding to Sub-section 4.13.1 the following:
 - (25) On those sites or portions thereof, herein listed "detached dwelling with 2 basement suites", is a permitted use in the existing structure only:
 - (a) Lot 21, Block F, Plan K9 (5311 - 44 Avenue)
2. This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of , A.D. 1995.

READ A SECOND TIME IN OPEN COUNCIL this day of , A.D. 1995.

READ A THIRD TIME IN OPEN COUNCIL this day of , A.D. 1995.

MAYOR

CITY CLERK

Ms. Joy Hoerle
#1 5311 44th Avenue
Red Deer, AB T4N 3J1

May 8, 1995

Mayor & Members of Council
City of Red Deer
Box 5008
Red Deer, AB T4N 3T4

Submitted to City Council

Date: May 8/95

Ladies and Gentlemen:

I am writing to you about the residence at 5311 44th Avenue. I know that you are busy so I will try to be brief. I rented the suite in which I am presently living, 19 years ago for a period of about 3 years. It is a lovely, big, old home in a beautiful neighbourhood. I enjoyed it then, and I enjoy it now. I subsequently became a home owner in the '70's and then sold my home 3 years ago to complete my degree. When I was once again faced with the prospect of becoming a renter, I made enquiries and discovered this suite was available and immediately made arrangements to rent it from Mr. Bob Gustum. I have been here a little over a year now.

There are 3 suites in the building. The 2 downstairs are rented by myself and my daughter. There are 3 young ladies living upstairs, all of whom work or go to school. They are quiet and reasonable young ladies; I have not had occasion to speak to them often. I certainly would speak to them if I had any complaints, because I am a quiet living person. I do not drink and party; I do not throw garbage over fences, and I am quite "fussy" about how the yard looks, even if I don't own it.

Mr. MacDonald, who has complained to you about the building, appears to have some sort of vendetta against Mr. Gustum. When I first moved here, I made efforts to be friendly but my efforts were rebuffed. I cannot say I even know the family. I can say, unequivocally, that this gentleman's allegations are not based on fact and that he is a very unpleasant individual to try and deal with. Other than the one time I tried to talk to him, neighbour to neighbour, I have had little contact with the man and it came as a distressing surprise to me to learn of his allegations.

The house is well kept and it is a pleasure to me to have access to a big yard; I have already purchased some perennials to plant. If any of you would drive by you will see that the house does not look out of place, indeed the way it looks in the neighbourhood, and the mature landscaping around it, is one of the reasons I chose to live here. In these economic times, it would be a hardship for me to move again, as it would be for my daughter, particularly if a move were prompted by unfair accusations.

Please give me a call if any of you would like to look around the yard or in my suite. I would welcome a visit from you. Bob Gustum is, in my opinion, a fair, reasonable and conscientious person and I find him to be an excellent landlord who cares about his tenants and the condition of his property. I hope you will consider all the facts as you make your decision about the zoning of this building.

Sincerely,

M. J. Hoerle
Joy Hoerle

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED	
DATE	1:06 PM
BY	May 8/95
BY	KK

May 4, 1995

Submitted to City Council

Date: May 8/95

RE: 5311 44 Ave.

To whom it may concern,

I, Dell Price, residuary at 5328 44 Ave. have had no problems with the tenants or the Landlord at the above said property.

I am very familar with my neighborhood and not aware of noisy neighbors, cluttered yards, and/or parking problems of any kind.

Respectfully,

Dell Price
5328 44 ave
346-1747

THE CITY OF RED DEER
CLERK'S DEPARTMENT

RECEIVED
1:08 PM
MAY 8/95
FK

BYLAW NO.2672/O-95

Being a Bylaw to amend Bylaw No. 2672/80, the Land Use Bylaw of the City of Red Deer.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

- 1 The "Use District Map" as referred to in Section 1.4 is hereby amended in accordance with the Use District Map No. 5/95 attached hereto and forming part of the Bylaw.
- 2 This Bylaw shall come into full force and effect upon the passage of third reading.

READ A FIRST TIME IN OPEN COUNCIL this day of A.D. 1995.

READ A SECOND TIME IN OPEN COUNCIL this day of A.D. 1995.

READ A THIRD TIME IN OPEN COUNCIL this day of A.D. 1995.

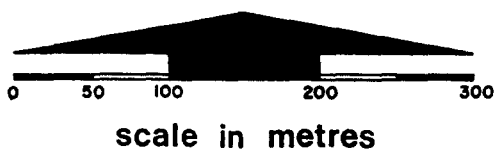
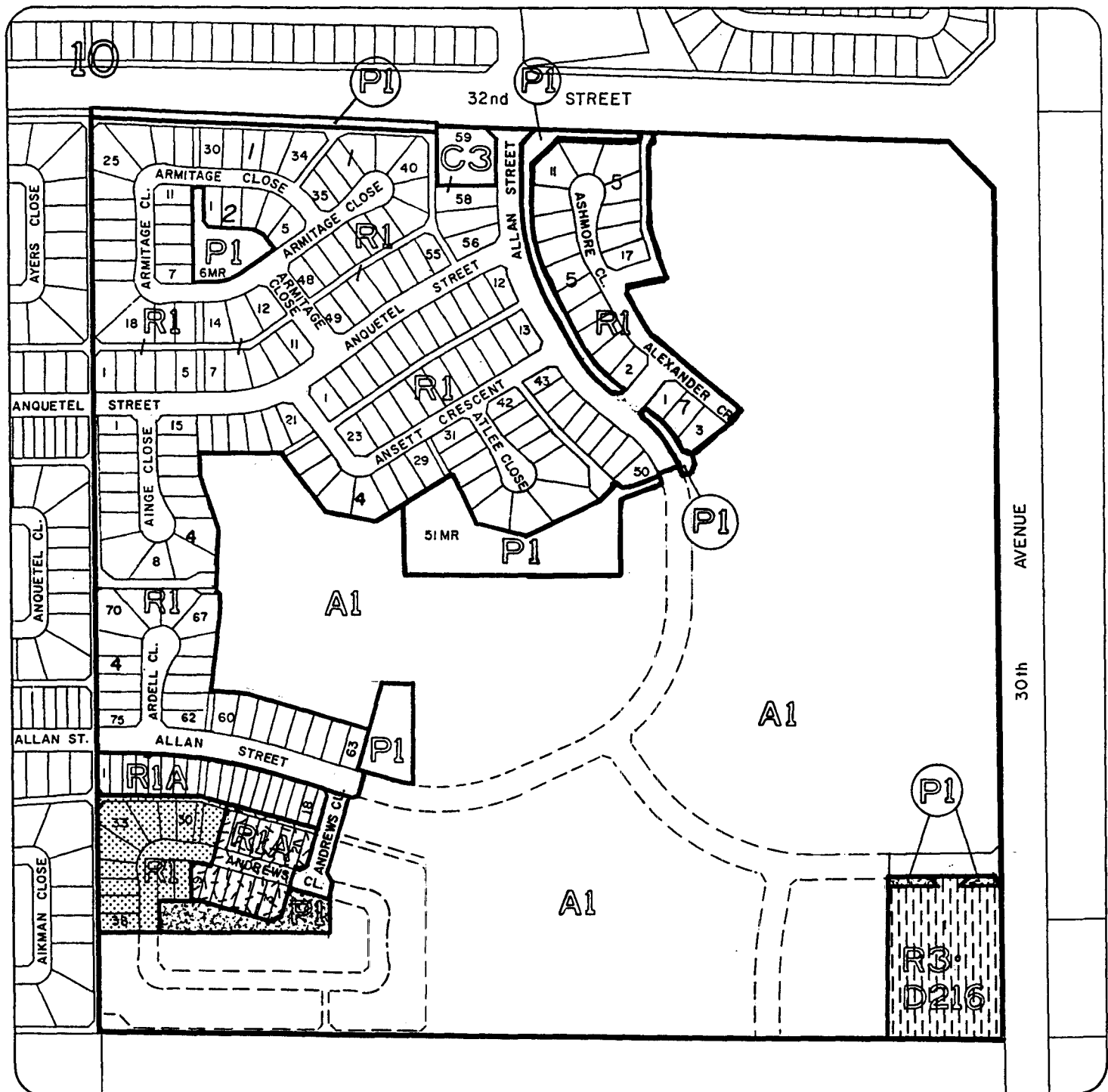
MAYOR

CITY CLERK

City of Red Deer ----⁸⁵ Land Use Bylaw





Land Use Districts

J6



Revisions :

MAP NO. 5/95
(BYLAW No. 2672/0-95)

Change from A1 to R1 , R3-D216 ,
R1A , & P1 .

FILE

DATE: May 9, 1995
TO: Principal Planner
FROM: City Clerk
RE: LAND USE BYLAW AMENDMENTS 2672/N-95 AND 2672/O-95

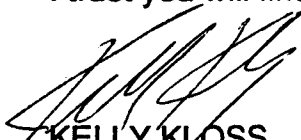
At the Council meeting of May 8, 1995, first reading was given to the above noted Land Use Bylaw Amendments, copies of which are attached hereto.

Land Use Bylaw Amendment 2672/N-95 provides for the property described as 5311 - 44 Avenue (Lot 21, Block F, Plan K9) to be a land use exception added to Section 4.13.1 of the Land Use Bylaw, in order to permit two basement suites to be located in the dwelling.

Land Use Bylaw Amendment 2672/O-95 provides for the rezoning of a portion of Anders East, part of S.E. ¼ 10-38-27-4, to allow for 12 single family lots, 8 (16 units) of semi-detached lots, 1 municipal reserve lot, and 1 public utility lot in Phase 3B, and a 1.383 hectare (3.4 acre) multi-family lot and 2 municipal reserve lots in Phase 5.

This office will now proceed with preparation of advertising for a Public Hearing to be held in the Council Chambers of City Hall on Monday, June 5, 1995, commencing at 7:00 p.m., or as soon thereafter as Council may determine.

I trust you will find this satisfactory.


KELLY KLOSS,
City Clerk

KK/fm

Enclosures

cc. Director of Development Services
Director of Community Services
Recreation, Parks and Culture Manager
City Assessor
Fire Chief
E.L.&P. Manager
Land and Economic Development Manager
Bylaws and Inspections Manager
Council and Committee Secretary, S. Ladwig

BYLAW NO. 3135/95

Being a Bylaw of The City of Red Deer to authorize the rates of taxation for the year 1995.

WHEREAS the total requirements of The City of Red Deer as shown in the annual estimates are as follows:

MUNICIPAL

General	\$ 19,466,798.00
---------	------------------

EDUCATION

Alberta School Foundation Fund	19,417,171.01
Red Deer RCSSD No. 17	2,689,451.98

OTHER

Parkland Community Planning Services	223,500.00
Piper Creek Foundation	289,328.00
Red Deer Public Library	1,190,369.00
David Thompson Health Region No. 6	20,000.00

and

WHEREAS the total assessment of land buildings and improvements amount to \$2,599,633,310.00 of which \$811,119,570.00 is non-residential and

WHEREAS the rates hereinafter set out are deemed necessary to provide the amounts required for municipal, education and other purposes, to pay the 1995 requisitions after a provision for the overrecovery of local school taxes in 1994.

NOW THEREFORE, BY VIRTUE OF THE POWER CONFERRED UPON IT BY THE MUNICIPAL GOVERNMENT ACT, CHAPTER M-26.1, RSA 1994, AMENDMENTS THERETO, THE COUNCIL OF THE CITY OF RED DEER IN THE PROVINCE OF ALBERTA ENACTS AS FOLLOWS:

The City Assessor is hereby authorized and required to levy the rates of taxation as per Schedule "A" on the assessed value of all land, buildings and improvements as shown on the assessment and tax roll and that the same be collected in accordance with Bylaw 2929/87 and amendments.

READ A FIRST TIME IN OPEN COUNCIL this day of May , 1995.

READ A SECOND TIME IN OPEN COUNCIL this day of May , 1995.

READ A THIRD TIME IN OPEN COUNCIL this day of May , 1995.

MAYOR

CITY CLERK

SCHEDULE A

1995 MILL RATES

DESCRIPTION	PUBLIC SCHOOL SUPPORTER			SEPARATE SCHOOL SUPPORTER		
	RESIDENTIAL	NON-RESIDENTIAL		RESIDENTIAL	NON-RESIDENTIAL	
		FARMLAND	OTHER		FARMLAND	OTHER
EDUCATION:						
Alberta School Foundation Fund	7.416	7.416	10.879			
Red Deer RCSSD. No. 17				7.416	7.416	10.879
MUNICIPAL PURPOSES:	7.151	8.232	8.232	7.151	8.232	8.232
OTHER PURPOSES:						
David Thompson Health Region No. 6	0.008	0.008	0.008	0.008	0.008	0.008
Parkland Community Planning Services	0.086	0.086	0.086	0.086	0.086	0.086
Red Deer Public Library	0.458	0.458	0.458	0.458	0.458	0.458
Piper Creek Foundation	0.111	0.111	0.111	0.111	0.111	0.111
TOTAL 1995 MILL RATES	15.230	16.311	19.774	15.230	16.311	19.774

1995 MILL RATES

DESCRIPTION	PUBLIC SCHOOL SUPPORTER			SEPARATE SCHOOL SUPPORTER		
	RESIDENTIAL	NON-RESIDENTIAL		RESIDENTIAL	NON-RESIDENTIAL	
		FARMLAND	OTHER		FARMLAND	OTHER
EDUCATION:						
Alberta School Foundation Fund	7.416	7.416	10.879			
Red Deer RCSSD. No. 17				7.416	7.416	10.879
MUNICIPAL PURPOSES:	6.996	8.574	8.574	6.996	8.574	8.574
OTHER PURPOSES:						
David Thompson Health Region No. 6	0.008	0.008	0.008	0.008	0.008	0.008
Parkland Community Planning Services	0.086	0.086	0.086	0.086	0.086	0.086
Red Deer Public Library	0.458	0.458	0.458	0.458	0.458	0.458
Piper Creek Foundation	0.111	0.111	0.111	0.111	0.111	0.111
TOTAL 1995 MILL RATES	15.075	16.653	20.116	15.075	16.653	20.116

OPTION 3

1995 MILL RATES

DESCRIPTION	PUBLIC SCHOOL SUPPORTER			SEPARATE SCHOOL SUPPORTER		
	RESIDENTIAL	NON-RESIDENTIAL		RESIDENTIAL	NON-RESIDENTIAL	
		FARMLAND	OTHER		FARMLAND	OTHER
EDUCATION:						
Alberta School Foundation Fund	7.416	7.416	10.879			
Red Deer RCSSD. No. 17				7.416	7.416	10.879
MUNICIPAL PURPOSES:	6.535	9.591	9.591	6.535	9.591	9.591
OTHER PURPOSES:						
David Thompson Health Region No. 6	0.008	0.008	0.008	0.008	0.008	0.008
Parkland Community Planning Services	0.086	0.086	0.086	0.086	0.086	0.086
Red Deer Public Library	0.458	0.458	0.458	0.458	0.458	0.458
Piper Creek Foundation	0.111	0.111	0.111	0.111	0.111	0.111
TOTAL 1995 MILL RATES	14.614	17.670	21.133	14.614	17.670	21.133