



## **AGENDA**

**February 18, 2025 – County Council Meeting – 10:00 a.m.**

- 1. Call to Order**
- 2. Changes to Agenda and Adoption of Agenda**
- 3. Confirmation of Minutes**
  - 3.1 January 23, 2025 Council Meeting
- 4. Delegations**
- 5. Council Priorities**
- 6. Requests for Decision**
  - 6.1 Subdivision File #01-2025
  - 6.2 Fire Services Bylaw No. 1362-25
  - 6.3 Fire Department Utility Terrain Vehicle
  - 6.4 RCMP Vermilion Detachment Priorities for 2025
  - 6.5 2025 FCM Membership Renewal
- 7. Reports**
  - 7.1 Reeve
  - 7.2 Council
  - 7.3 CAO
  - 7.4 Planning and Community Services
  - 7.5 Protective Services
  - 7.6 Corporate Services
- 8. Correspondence and Information Items**
  - 8.1 Vegreville Chamber of Commerce re Pysanka 50<sup>th</sup> Anniversary
  - 8.2 RCMP Transparency and Trust Multi-Stakeholder Forum
  - 8.3 Canadian Union of Postal Workers re Canada Post Review
  - 8.4 Lamont County re ICF Extension Agreement
  - 8.5 Village of Mannville re ICF Amending Agreement
  - 8.6 Alberta Municipal Affairs re Joint Use and Planning Agreements
- 9. Councillor Requests (Information Requests and Notices of Motion)**
  - 9.1 Action Item List
- 10. Closed Session**
  - 10.1 Gravel Contract
  - 10.2 2024 Year End Reserve Fund Transfer
  - 10.3 Leasing of County Owned Agricultural Lands
- 11. Open Session**
- 12. Motions Arising out of the Closed Session**
  - 12.1 Gravel Contract
  - 12.2 2024 Year End Reserve Fund Transfer
  - 12.3 Leasing of County Owned Agricultural Lands
- 13. Adjournment**



## **COUNCIL MEETING MINUTES**

**January 23, 2025**

Council Members Present: Reeve Roger Konieczny, Division 3  
Deputy Reeve Kevin Bentley, Division 7  
Councillor Joey Nafziger, Division 1  
Councillor Eric Anderson, Division 2  
Councillor Cliff Wowdzia, Division 4  
Councillor Tara Kuzio, Division 5  
Councillor Carl Ogrodnick, Division 6

Administration Present: Pat Podoborzny, Chief Administrative Officer  
Jason Warawa, Director of Corporate Services  
Norm De Wet, Director of Operations  
Mike Fundytus, Director of Protective Services  
Davin Gegolick, Director of Planning and Community Services  
Audra Kropielnicki, Executive Coordinator  
Quentin Bochar, Agriculture Fieldman and Municipal Services Manager

### **1 CALL TO ORDER**

Reeve Konieczny called the meeting to order at 10:00 a.m.

### **2 ADOPTION OF AGENDA**

#### **2025-001**

**Moved by:** Councillor Anderson

THAT the January 23, 2025 regular Council meeting agenda be adopted as presented.

**Carried**

### **3 CONFIRMATION OF MINUTES**

3.1 December 16, 2024 County Council Meeting

#### **2025-002**

**Moved by:** Councillor Nafziger

THAT the December 16, 2024 regular Council meeting minutes be adopted as presented.

**Carried**

### **4 DELEGATIONS**

### **5 PUBLIC HEARING – Bylaw Enforcement Officer Bylaw No. 1359-24**

Reeve Konieczny declared the Public Hearing open for Bylaw Enforcement Officer Bylaw No. 1359-24 at 10:17 a.m.

Administration introduced proposed Bylaw Enforcement Officer Bylaw No. 1359-24 and provided a brief overview.

There were two members of the public present.

There were no written submissions received.

Council heard from the following members of public:

1. Dwayne Kisilevich
2. Chad Bown

*Michelle Pinon, Vegreville News Advertiser entered at 10:23 a.m.*

Reeve Konieczny declared the Public Hearing closed at 10:34 a.m.

**6 COUNCIL PRIORITIES**

**2025-003**

**Moved by:** Councillor Kuzio

THAT the Council Priorities be accepted as information.

**Carried**

**7 REQUESTS FOR DECISION**

7.1 Road Encroachments on CN Property

**2025-004**

**Moved by:** Councillor Nafziger

THAT Council approve entering into a lease agreement with Canadian National Railway for the encroachments on Township Road 502A in the Hamlet Minburn and Township Road 512A in the Hamlet of Ranfurly.

**Carried**

7.2 Road Closure Bylaw No. 1353-24

**2025-005**

**Moved by:** Deputy Reeve Bentley

THAT Council approve Second Reading to Road Closure Bylaw No. 1359-24.

**Carried**

**2025-006**

**Moved by:** Councillor Anderson

THAT Council consider giving unanimous and final consent to Third and Final Reading of Road Closure Bylaw No. 1353-24.

**Carried**

**2025-007**

**Moved by:** Councillor Wowdzia

THAT Council approve Final Reading to Road Closure Bylaw No. 1353-24.

**Carried**

7.3 Bylaw Enforcement Officer Bylaw No. 1359-24

**2025-008**

**Moved by:** Councillor Nafziger

THAT Council approve Second Reading to Bylaw Enforcement Officer Bylaw No. 1359-24.

**Carried**

**2025-009**

**Moved by:** Councillor Kuzio

THAT Council direct Administration to arrange two public engagement sessions prior to third and final readings of Bylaw Enforcement Officer Bylaw No. 1359-24 with one meeting in the Hamlet of Minburn and one in the Hamlet of Lavoy.

**Carried**

7.4 Subdivision File No. 09-2024

**2025-010**

**Moved by:** Councillor Anderson

THAT Council move to conditionally approve Subdivision File No. 09-2024 per the recommendations of the report.

**Carried**

7.5 Subdivision File No. 10-2024

**2025-011**

**Moved by:** Councillor Ogradnick

THAT Council move to conditionally approve Subdivision File No. 10-2024 per the recommendations of the report.

**Carried**

7.6 BF 01865 Repair Tender

**2025-012**

**Moved by:** Councillor Wowdzia

THAT County Council approve including BF 01865 in the 2025 bridge repair tender at an approximate cost of \$383,000.00, including engineering and contingency, with any cost overages to be covered by Bridge Reserves.

**Carried**

7.7 Fleet Truck Tender 2025

**2025-013**

**Moved by:** Councillor Anderson

THAT County Council approve the purchase of one half-ton F150 4X4 from Vegreville Ford for a cost of \$53,275 and one three-quarter ton F250 4X4 from Vegreville Ford at a cost of \$62,046 excluding GST.

**Carried**

7.8 Bylaw No. 1354-24 Weed Control on Provincial Highways

**2025-014**

**Moved by:** Councillor Anderson

THAT County Council give First Reading to Bylaw No. 1354-24 Weed Control on Provincial Highways.

**Carried**

**2025-015**

**Moved by:** Councillor Ogradnick

THAT County Council give Second Reading to Bylaw No. 1354-24.

**Carried**

**2025-016**

**Moved by:** Deputy Reeve Bentley

THAT the County of Minburn Council consider giving unanimous and final consent to Third and Final Reading of Bylaw No. 1354-24.

**Carried**

**2025-017**

**Moved by:** Councillor Wowdzia

THAT the County of Minburn Council give Third Reading to Bylaw No. 1354-24, and that Bylaw No. 714-1973 be rescinded on the date this bylaw comes into force.

**Carried**

7.9 Bylaw No. 1355-24 Warble Control Area

**2025-018**

**Moved by:** Councillor Kuzio

THAT County Council give First Reading to Bylaw No. 1355-24 Warble Control Area which rescinds Bylaw No. 668-1971.

**Carried**

**2025-019**

**Moved by:** Councillor Nafziger

THAT County Council give Second Reading to Bylaw No. 1355-24 Warble Control Area.

**Carried**

**2025-020**

**Moved by:** Councillor Ogrodnick

THAT County of Minburn Council consider giving unanimous and final consent to Third and Final Reading of Bylaw No. 1355-24 Warble Control Area.

**Carried**

**2025-021**

**Moved by:** Councillor Anderson

THAT County of Minburn Council give Third Reading to Bylaw No. 1355-24 Warble Control Area, and that Bylaw No. 668-1971 be rescinded on the date this bylaw comes into force.

**Carried**

- 7.10 Bylaw 1356-24 Rescinding Warble Control Area Amending Bylaw No. 679-1972

**2025-022**

**Moved by:** Deputy Reeve Bentley

THAT County Council give First Reading to Bylaw No. 1356-24 Warble Control Area.

**Carried**

**2025-023**

**Moved by:** Councillor Wowdzia

THAT County Council give Second Reading to Bylaw No. 1356-24 Warble Control Area.

**Carried**

**2025-024**

**Moved by:** Councillor Kuzio

THAT County of Minburn Council consider giving unanimous and final consent to Third and Final Reading of Bylaw No. 1356-24 Warble Control Area.

**Carried**

**2025-025**

**Moved by:** Councillor Ogrodnick

THAT County of Minburn Council give Third Reading to Bylaw No. 1356-24 Warble Control Area and that Amending Bylaw No. 679-1972 be rescinded on the date this bylaw comes into force.

**Carried**

- 7.11 Bylaw No. 1357-24 Agricultural Appeal Committee

**2025-026**

**Moved by:** Councillor Nafziger

THAT County Council give First Reading to Bylaw No. 1357-24 establishing an Appeal Committee for agricultural concerns.

**Carried**

**2025-027**

**Moved by:** Councillor Anderson

THAT County Council give Second Reading to Bylaw No. 1357-24.

**Carried**

**2025-028**

**Moved by:** Deputy Reeve Bentley

THAT County of Minburn Council consider giving unanimous and final consent to Third and Final Reading of Bylaw No. 1357-24.

**Carried**

**2025-029**

**Moved by:** Councillor Ogrodnick

THAT County of Minburn Council give Third Reading to Bylaw No. 1357-24.

**Carried**

7.12 Agricultural Service Board Terms of Reference

**2025-030**

**Moved by:** Councillor Kuzio

THAT County Council approve the Terms of Reference for the Agricultural Service Board.

**Carried**

7.13 Education Requisition Deferral and Repayment Terms

**2025-031**

**Moved by:** Councillor Kuzio

THAT Council approve the repayment of the 2025 education requisition deferral for non-residential property by increasing the non-residential education tax rate equally over a two-year period in both 2025 and 2026.

**Carried**

7.14 County of Minburn and County of Vermilion River Intermunicipal Collaboration Framework (ICF) Extension

**2025-032**

**Moved by:** Councillor Anderson

THAT County of Minburn Council approve the amending agreement to extend the Intermunicipal Collaboration Framework Agreement with County of Vermilion River from 2024 to 2027.

**Carried**

7.15 Candidate Nominations to be Accompanied by Deposit Bylaw No. 1360-25

**2025-033**

**Moved by:** Councillor Nafziger

THAT County of Minburn Council give First Reading to Candidate Nominations to be Accompanied by A Deposit Bylaw No. 1360-25.

**Carried**

**2025-034**

**Moved by:** Councillor Ogrodnick

THAT County of Minburn Council give Second Reading to Candidate Nominations to be Accompanied by a Deposit Bylaw No. 1360-25.

**Carried**

**2025-035**

**Moved by:** Deputy Reeve Bentley

THAT County of Minburn Council consider giving unanimous and final consent to Third and Final Reading of Bylaw No. 1360-25.

**Carried**

**2025-036**

**Moved by:** Councillor Wowdzia

THAT County of Minburn Council give Third Reading to Candidate Nominations to be Accompanied by a Deposit Bylaw No. 1360-25 and that Bylaw 912-83 be rescinded on the date this bylaw comes into force.

**Carried**

7.16 Election Bylaw No. 1361-25

**2025-037**  
**Moved by:** Councillor Ogrodnick  
THAT Council give First Reading to Elections Bylaw No. 1361-25.  
**Carried**

**2025-038**  
**Moved by:** Councillor Nafziger  
THAT Council give Second Reading to Elections Bylaw No. 1361-25.  
**Carried**

**2025-039**  
**Moved by:** Councillor Kuzio  
THAT Council consider giving unanimous and final consent to Third and Final reading of Elections Bylaw No. 1361-25.  
**Carried**

**2025-040**  
**Moved by:** Councillor Wowdzia  
THAT Council give Third reading to Elections Bylaw 1361-25 and that Bylaws 1351-21, 1225-13, and 959-86 be repealed on the date this bylaw comes into force.  
**Carried**

**8               REPORTS**

- 8.1 Reeve
- 8.2 Council

*Reeve Konieczny recessed the meeting at 11:30 a.m.*  
*Reeve Konieczny reconvened the meeting at 11:37 a.m.*

- 8.3 CAO
- 8.4 Operations
- 8.5 Planning and Community Services
- 8.6 Protective Services
- 8.7 Corporate Services

**2025-041**  
**Moved by:** Councillor Wowdzia  
THAT Council accepts the reports as presented.  
**Carried**

**9               CORRESPONDENCE AND INFORMATION ITEMS**

9.1       **Town of Vegreville Annual Family Day Breakfast**

Letter received from Town of Vegreville seeking additional funding of \$250 to support broader advertising of the annual Family Day breakfast.

**2025-042**  
**Moved by:** Councillor Wowdzia  
THAT Council approves an additional \$250 for advertising costs.  
**Carried**

9.2       **Vegreville Jr. B Rangers Thank You**

Thank you received from Vegreville Jr. B. Rangers for donation of a gift basket for their 50<sup>th</sup> anniversary celebration.

9.3     **Elk Island Public Schools re Annual Education Results Report**  
  
Received a copy of the Annual Education Results Report for 2023-24.

9.4     **Elk Island Public Schools re Alberta Rural Education Symposium**  
  
Letter received about the Alberta Rural Education Symposium initiatives and registration information.

**2025-043**  
**Moved by:** Councillor Kuzio  
THAT Council accept the correspondence as information. **Carried**

**10           COUNCILLOR REQUESTS** (Information Requests and Notices of Motion)

10.1    Action Item List  
  
**2025-044**  
**Moved by:** Councillor Anderson  
THAT Council accept the Action Item List as information. **Carried**

**11           CLOSED SESSION**

**12           OPEN SESSION**

**13           MOTIONS ARISING OUT OF THE CLOSED SESSION**

**14           ADJOURNMENT**

Reeve Konieczny declared the meeting adjourned at 12:09 p.m.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Acting Chief Administrative Officer



# STRATEGIC PRIORITIES CHART (February 2025)

## COUNCIL PRIORITIES

### NOW

- 1. RECREATION AGREEMENT VEGREVILLE:** Intermunicipal
- 2. ASB STRATEGIC PLAN:** Consultant
- 3. WASTE AGREEMENT VEGREVILLE:** Intermunicipal

### TIMELINE

May 2025  
March 2025  
May 2025

### NEXT

- ASB POLICY REVIEW
- REVIEW WINTER MAINTENANCE POLICY
- CROSSROADS ECONOMIC DEVELOPMENT FRAMEWORK
- REGIONAL ARB INVESTIGATION
- REGIONAL SDAB INVESTIGATION

### ADVOCACY

- *Policing Services/Costs (RMA)*
- *Bridge Funding Continuity (RMA)*
- *Wind Energy Restoration Strategies (RMA)*
- *Broadband Speeds (RMA)*
- *SL3/SL4 Seniors Facility Support (AHS)*
- *Water Act Enforcement and Approvals (AEP)*
- *Rural Medical Services (RMA)*

## ADMINISTRATIVE INITIATIVES

### OFFICE OF THE CAO

- 1. WIND ENERGY PROJECTS – Soil Segregation/End of Life Advocacy – Awaiting action from the province*
- 2. RECREATION AGREEMENT: VEGREVILLE** – February 2025
- 3. WASTE AGREEMENT VEGREVILLE**
- 2025 Municipal Election Legislation – April 2025
- ICF Extensions with municipal neighbours – March 2025
- Elected Officials Committees and Boards Terms of Reference – May 2025

### CORPORATE SERVICES

- ERP Conversion Project – May 2025
- Cashflow forecast/investment portfolio update – February 2025
- Multi-factor Authentication Implementation – March 2025
- REGIONAL ARB INVESTIGATION – March 2025
- Update Procurement Policy – April 2025
- Update IT Policies/Procedures – March 2025
- Update HR Policies/Documents – March 2025

### Planning and Community Services

- CROSSROADS ECONOMIC DEVELOPMENT FRAMEWORK – Summarized Public BRE Report - February 2025
- Cemetery Survey and Software - GIS Development – February 2025
- REGIONAL SDAB INVESTIGATION – March 2025
- COMMUNITY INVESTMENT PROGRAM PROPOSAL – March 2025
- Website Update – May 2025
- 360-Degree Video Solution – MRF driving roads – July 2025
- Crossroads Communications Project - December 2025

### Protective Services

- Updated Health & Safety Manual – Ongoing
- Bylaw Enforcement Role – Ongoing
- Exploring WUI opportunity – March 2025

### OPERATIONS

- Operations Shop Concept Investigation –needs strategic plan from Council
- Projects – Planning underway for 2025
- Bridges – Capital replacement tenders being posted - February and March 2025
- REVIEW WINTER MAINTENANCE POLICY – April 2025

### AGRICULTURE & UTILITIES

- 1. ASB STRATEGIC PLAN** – March 2025
- ASB POLICY REVIEW – June 2025
- 3. WASTE AGREEMENT VEGREVILLE** – May 2025
- Utilities – Emergency response plan for water line breaks – March 2025

### CODES:

BOLD CAPITALS = Now Priorities; CAPITALS = Next; *Italics* = Advocacy; Regular Case = Operational Strategies

## 2 – 3 Year OUTLOOK

- 1. Service Level Review – February 2026*
- 2. Strategic Plan Workshops – March 2025*



## Council Request for Decision (RFD)

Title: \_\_\_\_\_

Meeting Date: \_\_\_\_\_ Department: \_\_\_\_\_

**Recommendation:**

**Background:**

☐ See Appendix

**Legislative Guidance:**

☐ Provincial ☐ Municipal ☐ None

*Details:*

**Council Priorities Chart:**

☐ Yes ☐ No

*Details:*

**Previous Council Direction:**

**Financial Implications:**

☐ Capital ☐ Operations ☐ Other

*Details:*

**Communication and Engagement:**

**Implementation Timeline:**

**Attachments:**

Prepared By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_



## COUNTY OF MINBURN NO. 27

P.O. Box 550  
4909 - 50th Street  
Vegreville, Alberta  
Canada T9C 1R6

Phone: (780) 632-2082  
Fax: (780) 632-6296

www.MinburnCounty.ab.ca  
E-Mail: info@minburncounty.ab.ca

### **COUNTY OF MINBURN NO. 27 SUBDIVISION AUTHORITY OFFICER REPORT**

#### **A. BACKGROUND:**

**File Number:** 01-2025

**Legal:** SE 13-51-8-W4M

**Owner:** Tymchyshyn Enterprises Inc.

**Applicant:** Krawchuk Land Surveys Ltd.

**Date Accepted:** January 17, 2025

**Decision Due Date:** March 18, 2025

**Existing Use:** Agricultural/Rural Residential

**Proposed Use:** Rural Residential

**Gross Area:** 60.78 Ha (150.29 ac)

**Proposed Area:** Lot 1, Block 1 – 6.16 Ha (15.22 ac)

**Zoning:** A: Agricultural District

**Division:** 1

#### **B. DESCRIPTION OF PROPOSAL:**

The subject property is located on SE 13-51-8-W4M in Division 1, 7 km north of Hwy 16 on Rge Rd 80, bordering the County of Vermilion River. The applicant is proposing to separate the existing yard site from the quarter section.

Proposed Lot 1 is 6.16 Ha (15.22 ac) containing the treed fenced area, dwelling, and outbuildings. Proposed Lot 1 is bounded by an unnamed creek to the south, creating a natural boundary between the existing acreage (Lot 1, Block 1, Plan 092 4368) on the SE corner of the quarter. The proposed remnant parcel primarily consists of brush and pasture with low areas and an unnamed creek. There is existing access to proposed Lot 1 off Rge Rd 80 and one existing approach off Twp Rd 512 providing access to the proposed remnant parcel. Road widening dedication has already been dedicated towards Rge Rd 80 and Twp Rd 512.

#### **C. NOTIFICATION:**

Adjacent property owners and agencies were notified on January 22, 2025 – no objections received.

**D. COMPLIANCE:**

The proposed subdivision complies with the Subdivision and Development Regulation and municipal statutory plans. The existing septic pump out appears to meet the minimum required setbacks to new property boundaries; however, the location of the septic pump out was unable to be confirmed during inspection.

**E. RESERVES:**

Pursuant to Section 663 of the *Municipal Government Act*, reserves are owed. It is recommended that the reserves owing be collected in accordance with Part 3.8 of the Municipal Development Plan:

- Proposed Lot 1, Block 1 – cash-in-lieu of municipal reserve and environmental reserve easement (to ensure the bank of unnamed creek remains in its natural state)
- Proposed remnant parcel – deferred reserve caveat

**F. RECOMMENDATION**

That the proposed subdivision application be **approved**, subject to the following conditions:

1. That prior to endorsement, a registerable instrument be prepared by an Alberta Land Surveyor and submitted to the County of Minburn, and the registerable instrument shall be in conformance with the approved tentative plan of subdivision, with emphasis on the proposed property boundaries being located a minimum distance of 90 m (300 ft.) from the existing septic pump out.
2. That the registered owner/developer shall cause to have registered an environmental reserve easement on proposed Lot 1, Block 1 encompassing the land from the unnamed creek that forms the southern boundary of proposed Lot 1, Block 1 upward to the top of the bank along the unnamed creek as identified on the registerable instrument.
3. That pursuant to Division 8, Part 17 of the *Municipal Government Act*, 2000, as amended, cash-in-lieu of municipal reserve land owing for the area of the proposed Lot 1, Block 1 is to be paid to the County of Minburn. The calculation is as follows: begin with the area of the proposed Lot 1, Block 1 as shown on the registerable instrument, subtract the amount of land dedicated for environmental reserve easement as identified on the registerable instrument, multiply by \$2,260.00/acre, then multiply by 10%.
4. That pursuant to Division 8, Part 17 of the *Municipal Government Act*, 2000, as amended, a deferred reserve caveat is to be registered against the proposed remnant parcel calculated as follows: begin with the existing titled area (SE 13-51-8-W4M), subtract the amount of land within the proposed Lot 1, Block 1 as shown on the registerable instrument submitted for endorsement, then multiply by 10%.

5. That all outstanding property taxes are to be paid pursuant to Section 654 of the Municipal Government Act, 2000 as amended.

Information Items (these are not conditions of approval):

1. That a development permit application is required for any proposed future development of the subject lot (i.e. addition, change in use, Accessory Building, etc.). Please contact County of Minburn Planning and Development at 780-632-2082 for further information.
2. That the necessary Safety Code Permits, which include building, plumbing, electrical, gas and private sewage permits would be required prior to any and all new construction, alteration, or change in use or occupancy of a building on-site. Please contact the Inspections Group for further information on Safety Code Permit requirements.
3. That registration of the proposed subdivision at the Land Titles office may result in a change in the assessment of proposed Lot 1, Block 1. Please contact Municipal Assessment Services at 780-939-3310 with regards to any questions about assessment.
4. The proposed subdivision may be affected by a permanent, naturally occurring body of water or watercourse. The Province has an interest in the Crown ownership of Provincial waterbodies/or Public Land boundaries in Alberta. **Development or water diversion may not occur in waterbodies including wetlands, watercourses, or Public Lands without prior consultation and approval from Alberta Environment and Protected Areas.** If you have any questions about development on or near water bodies, watercourses, or public land please contact Alberta Environment and Protected Areas prior to undertaking any activity (including construction of a private driveway) within or near the lake/wetland.
5. That approval of this application does not excuse the applicant from ascertaining and complying with the requirements of other municipal bylaws, easements, environmental reserve easements, covenants, conservation agreements, development agreements, or Provincial or Federal statutes, regulations, licenses or codes or standards of practice.

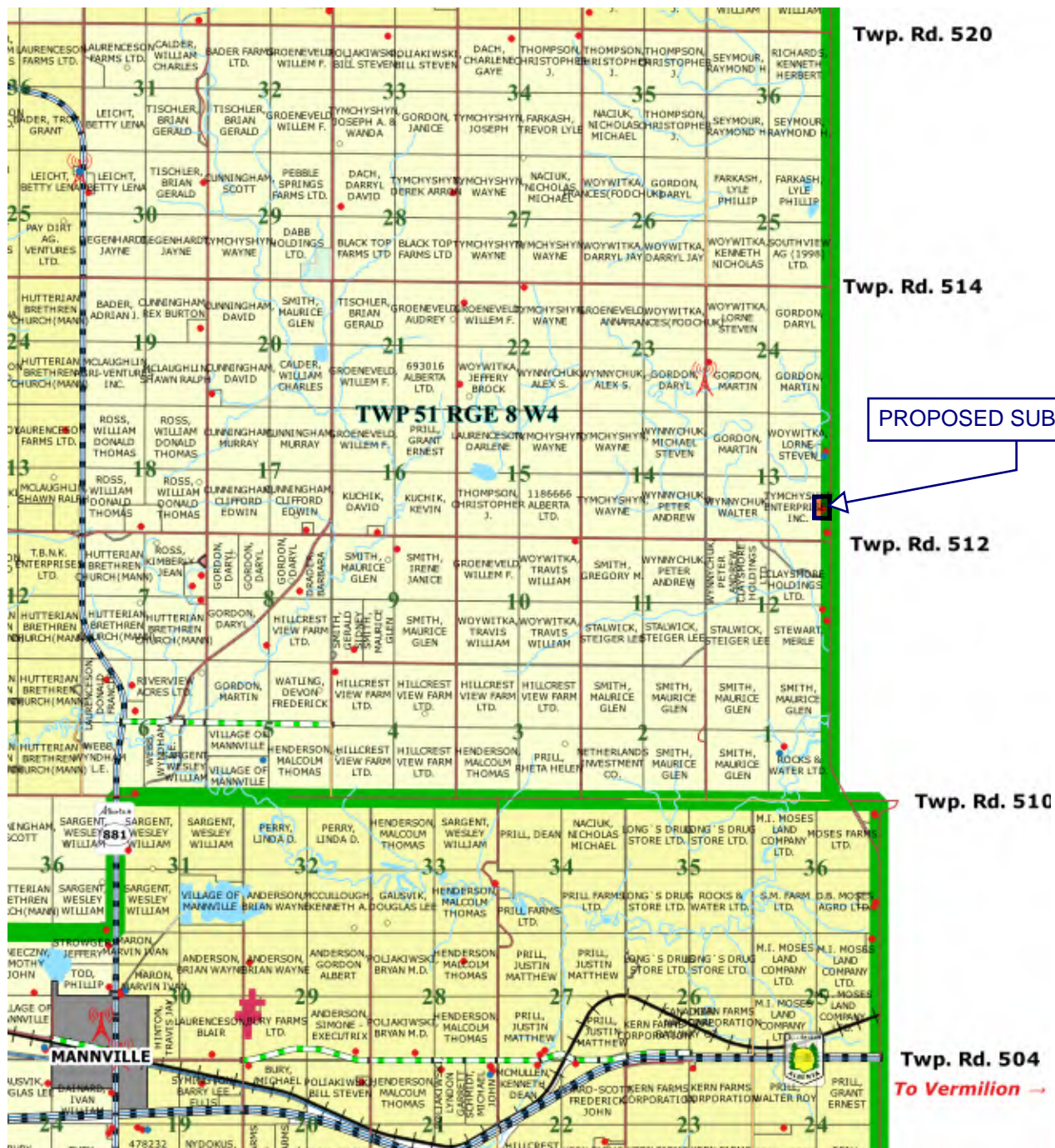
**G. ATTACHMENTS:**

- ◆ Location plan
- ◆ Tentative Plan of Subdivision
- ◆ Inspection Summary

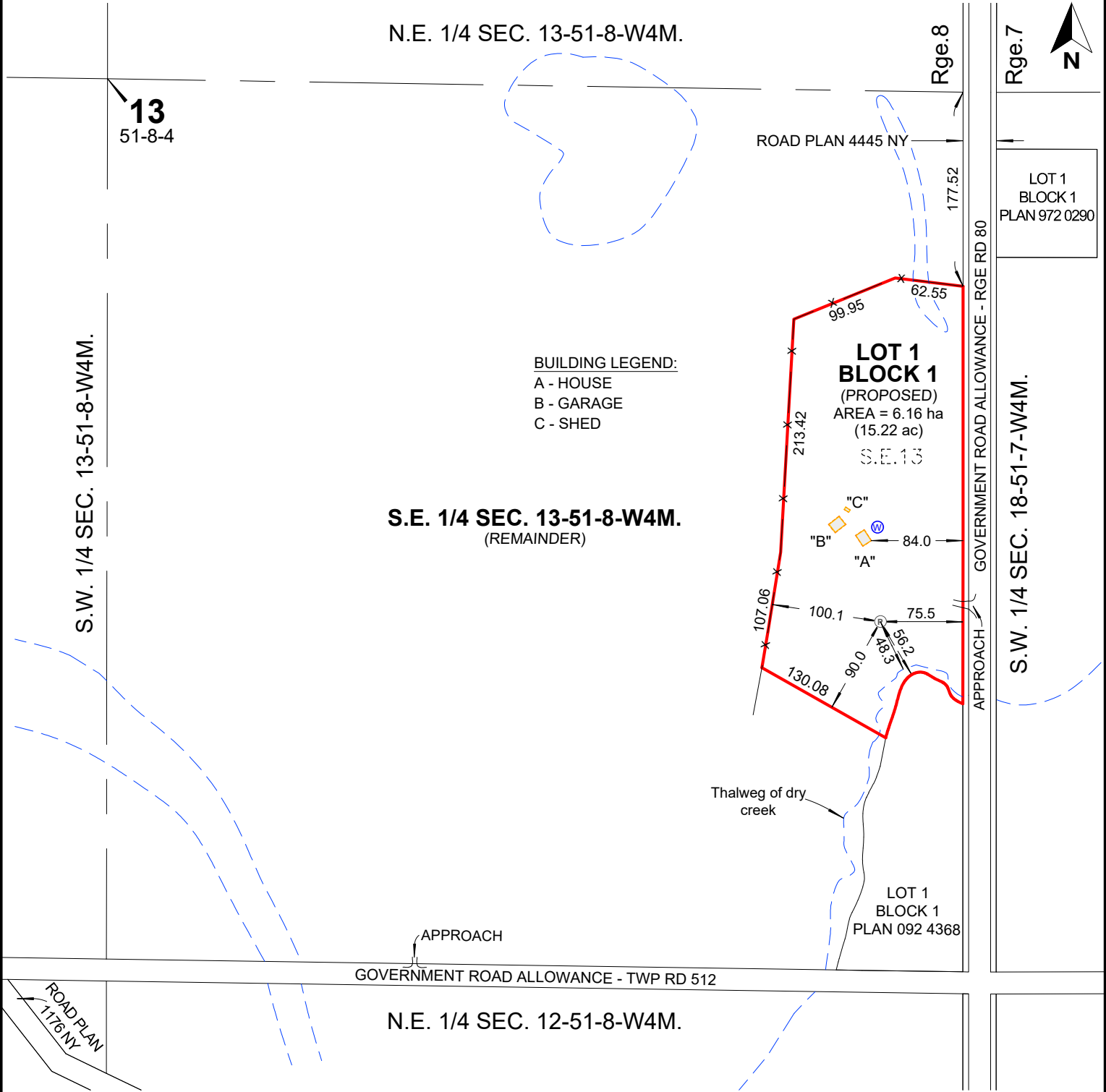
Prepared by Davin Gegolick on February 11, 2025



# Location Plan



TENTATIVE PLAN  
SHOWING PROPOSED SUBDIVISION WITHIN  
S.E. 1/4 SEC.13 TWP.51 RGE.8 W.4 M.  
COUNTY OF MINBURN No. 27



- Notes:
- Preliminary survey conducted on July 31st 2024, dimensions and areas are more or less and **subject to change**.
  - Distances are in metres and decimals thereof.
  - Aerial imagery: © Microsoft Corporation © Digital Globe
  - Location of low/wet areas derived from imagery dated October, 2023

Table of Offsets:	
Pumpout to Boundaries:	
E	- 75.50
S.E.	- 56.2
S.W.	- 90.0
W	- 100.11
Pumpout to:	
Water well	- 86.4
House	- 71.0

KRAWCHUK  
LAND SURVEYS LTD

Box 945, St. Paul, AB, T0A 3A0  
info@krawchuklandsurveys.ca  
Ph. 780-614-5653  
Fax. 833-859-4204

Legend:

x

Ⓟ

Ⓜ

Building  
Fenceline  
Low/Wet area  
Subject parcel boundaries  
Pumpout  
Water Well

Abbreviations:

ac.

E.

ha.

M.

N.

acre

East

hectare

meridian

North

R/W right of way

S.

W.

South

West

Scale 1:5000

0

10

25

50

100

Date issued: Jan. 17, 2025

File: 24-01-0115 Rev 1



TENTATIVE PLAN  
SHOWING PROPOSED SUBDIVISION WITHIN  
S.E. 1/4 SEC.13 TWP.51 RGE.8 W.4 M.  
COUNTY OF MINBURN No. 27



- Notes:
- Preliminary survey conducted on July 31st 2024, dimensions and areas are more or less and **subject to change**.
  - Distances are in metres and decimals thereof.
  - Aerial imagery: © Microsoft Corporation © Digital Globe
  - Location of low/wet areas derived from imagery dated October, 2023

Table of Offsets:	
Pumpout to Boundaries:	
E	- 75.50
S.E.	- 56.2
S.W.	- 90.0
W	- 100.11
Pumpout to:	
Water well	- 86.4
House	- 71.0

**KRAWCHUK**  
LAND SURVEYS LTD

Box 945, St. Paul, AB, T0A 3A0  
info@krawchuklandsurveys.ca  
Ph. 780-614-5653  
Fax. 833-859-4204

Legend:

- Building
- Fenceline
- Low/Wet area
- Subject parcel boundaries
- Pumpout
- Water Well

Abbreviations:

- ac. acre
- E. East
- ha. hectare
- M. meridian
- N. North

R/W right of way

- S. South
- W. West

Scale 1:5000

0 10 25 50 100

Date issued: Jan. 17, 2025  
File: 24-01-0115 Rev 1



Drone images of proposed Lot 1 facing north: treed area, dwelling and garage, proposed south boundary is bank of unnamed creek, east north north proposed boundaries are marked by an existing fence, access is via Rge Rd 80. Remnant parcel is primary productive farmland with hills and low/wet areas.



Proposed Lot 1 facing NE:





Approach to proposed Lot 1 (where vehicle is parked). Dwelling, garage, and shed can be seen in the distance.



Another approach to remnant parcel off Hwy 16





Drone photo of proposed Lot 1 facing east (fenced area)



Facing NW: existing acreage (Lot 1, Block 1, Plan 0924368) is immediately south of proposed Lot 1 (corner of Rge Rd 80/Twp Rd 512). Proposed Lot 1 is immediately north of the existing acreage (north side of the unnamed creek)





What appears to be the location of the septic pump out in the trees as identified on the tentative plan of subdivision. Will confirm location with surveyor once they complete the Survey Plan.







**Inspection Summary:**

- Topography – rolling, sloping towards the banks of the unnamed creek
- Soil characteristics – loam/clay
- Nature of vegetation and water – proposed Lot 1 contains tree stands and is bounded on the south by the unnamed creek.
- Private Sewage/water well – confirmed the existing water well, but unable to confirm exact location of the septic pump out due to the dwelling being unoccupied and snow cover.
- Use of land in the vicinity – Agricultural, rural residential acreage immediately to the south, Agricultural land and rural residential acreages within County of Vermilion River to the east – no compatibility issues.



## Council Request for Decision (RFD)

Title: \_\_\_\_\_

Meeting Date: \_\_\_\_\_ Department: \_\_\_\_\_

**Recommendation:**

**Background:**

☐ See Appendix

**Legislative Guidance:**

☐ Provincial ☐ Municipal ☐ None

*Details:*

**Council Priorities Chart:**

☐ Yes ☐ No

*Details:*

**Previous Council Direction:**

**Financial Implications:**

☐ Capital ☐ Operations ☐ Other

*Details:*

**Communication and Engagement:**

**Implementation Timeline:**

**Attachments:**

Prepared By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

**COUNTY OF MINBURN NO. 27**

**BYLAW NO. 1362-25**

A BYLAW OF THE COUNCIL OF THE COUNTY OF MINBURN NO. 27, VEGREVILLE, IN THE PROVINCE OF ALBERTA TO AMEND FIRE SERVICES BYLAW NO. 1326-25.

**WHEREAS**, the *Municipal Government Act*, Revised Statutes of Alberta, 2000, Chapter M-26, as amended from time to time, allows Council to pass a bylaw to amend a bylaw of the municipality.

**AND WHEREAS**, County Council at its meeting of February 22, 2022 passed Fire Services Bylaw No. 1326-22.

**AND WHEREAS**, County Council deems it necessary to amend Fire Services Bylaw No. 1326-22.

**NOW THEREFORE** the County of the County of Minburn No. 27 in the Province of Alberta, duly assembled hereby enacts the following:

- 1. County of Minburn No. 27 Fire Services Bylaw No. 1326-22 is hereby amended by:
  - 1.1 Deleting 7.1 Council delegates its authority to appoints fire Guardians under the Forest and Prairie Protection Act and replacing with 7.1 Council delegates all of its authority under the under the *Forest and Prairie Protection Act*, to the Chief Administrative Officer and the Fire Chief.
  - 1.2 Deleting 7.2 in its entirety.
- 2. **SEVERABILITY**
  - 2.1 Each provision of this Bylaw is independent of all other provisions. If any provisions of this Bylaw are declared invalid for any reason by a court of competent jurisdiction, all other provisions will remain valid and enforceable.
- 3. **EFFECTIVE DATE**
  - 3.1 Bylaw No. 1362-25 comes into force on the date of the third and final reading passed in Council with unanimous consent of the members present this 18<sup>th</sup> day of February 2025.

FIRST READING ..... February 18, 2025  
SECOND READING ..... February 18, 2025  
THIRD READING ..... February 28, 2025

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer

**COUNTY OF MINBURN NO. 27**

**BYLAW NO. 1326-22**

A BYLAW OF THE COUNCIL OF THE COUNTY OF MINBURN NO. 27, VEGREVILLE, IN THE PROVINCE OF ALBERTA TO ESTABLISH AND OPERATE A FIRE DEPARTMENT, AUTHORIZE THE PREVENTION AND CONTROL OF FIRES, AND AUTHORIZE THE RECOVERY OF RELATED FEES, EXPENSES, AND CHARGES.

**WHEREAS**, the *Municipal Government Act*, Revised Statutes of Alberta, 2000, Chapter M-26, as amended from time to time, provides that a Council may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property, services provided by or on behalf of the municipality, and the enforcement of bylaws.

**AND WHEREAS**, the *Municipal Government Act* further provides that a municipality may impose a system of licenses, permits or approvals and may collect, pursuant to a bylaw, costs and expenses incurred by the municipality for extinguishing fires.

**AND WHEREAS**, the *Forest and Prairie Protection Act*, as amended from time to time, provides that a council of a municipal district is responsible for fighting and controlling all fires within the boundaries of the municipal district, other than areas contained in a forest protection area.

**AND WHEREAS**, Council of the County of Minburn No. 27 wishes to establish a fire service within the County and provide for the efficient operation of such a service;

**AND WHEREAS** Council of the County of Minburn No. 27 wishes to provide for the prevention regulation and control of the lighting of fires within the County.

**NOW THEREFORE** the County of the County of Minburn No. 27 in the Province of Alberta, duly assembled hereby enacts the following:

**1. TITLE**

- 1.1 This Bylaw may be cited as the “**Fire Services Bylaw**”.
- 1.2 In the event that any provision of this Bylaw is inconsistent with any provincial legislation, the provincial legislation prevails.

**2. DEFINITIONS**

- 2.2 Words in this Bylaw have the same meaning as those set out in the *Municipal Government Act* except for the definitions provided within Schedule “A” of this Bylaw.

**3. ESTABLISHMENT AND PURPOSE OF THE FIRE DEPARTMENT**

The Minburn County Fire Department is hereby established for the purpose of:

- 3.1 Preventing and extinguishing fires;
- 3.2 Investigating the cause of fires in accordance with the Quality Management Plan provided by the Safety Codes Council and approved by Council;
- 3.3 Preserving life, property and the environment, and protecting persons and property from injury or destruction by fire;
- 3.4 Providing rescue services and medical emergency co-response;
- 3.5 Preventing, combatting and controlling incidents;



- 3.6 Carrying out pre-fire planning and fire inspections in accordance with the Quality Management Plan provided by the Safety Codes Council and approved by Council;
- 3.7 Purchasing and operating apparatus and equipment for extinguishing fires or preserving life, property and the environment;
- 3.8 Enforcing provisions of the *Safety Codes Act*;
- 3.9 Preventing prairie or running fires and enforcing the provisions of the *Forest and Prairie Protection Act*;
- 3.10 Fulfilling the requirements of any mutual aid agreements with other municipalities;
- 3.11 Assisting with emergency management;
- 3.12 Providing public education and information regarding fire safety;
- 3.13 Training or other Member development;
- 3.14 Enforcing this Bylaw and any other applicable bylaws and policies of the County and any applicable enactments;
- 3.15 Controlling and mitigating incidents involving Dangerous Goods; and
- 3.16 Otherwise providing emergency services as required;

in accordance with the policies and guidelines established by the County from time to time and all applicable legislation.

#### **4. AUTHORITY AND RESPONSIBILITY OF THE FIRE CHIEF**

- 4.1 The Director of Protective Services shall be appointed by and report to the Chief Administrative Officer and shall also hold the position of Fire Chief.
- 4.2 The Fire Chief shall be responsible for managing the overall delivery of Fire Protection by the Fire Department, subject to:
  - (a) this Bylaw;
  - (b) all applicable County policies;
  - (c) the direction of the CAO; and
  - (d) any agreements the County has with other municipalities or other entities, however constituted, that provide fire protection in the County.
- 4.3 The Fire Chief may prescribe rules, regulations, policies and is responsible for the day-to-day operation of the Fire Department which includes but is not limited to:
  - (a) use, care, maintenance and protection of Fire Department Property;
  - (b) the appointment, recruitment, conduct, discipline, duties, training and responsibilities of Members;
  - (c) the efficient operation of the Fire Department; and

may perform such other functions and have such other powers and responsibilities as the Chief Administrative Officer may from time to time prescribe.
- 4.4 The Fire Chief may, subject to the approval of Council negotiate and enter into agreements with the Province of Alberta, other municipalities or other entities, however

constituted, for the purchase, joint use, control and management of Fire Department property, and for the purpose of providing fire protection within or outside the County.

- 4.5 The Fire Chief is authorized to delegate, and to authorize further delegations of any powers, duties and functions delegated to the Fire Chief by Council under this Bylaw.

## **5. RESPONSIBILITY OF MEMBERS**

- 5.1 Members are responsible for performing their duties in accordance with this Bylaw and applicable policies of the County.

## **6. AUTHORITY AND RESPONSIBILITY OF MEMBER IN CHARGE**

- 6.1 The Member in Charge at an Incident shall be in charge of the control, direction and management of all Apparatus, Equipment and manpower assigned to that Incident and shall continue to act as the Member in Charge until relieved by another Member authorized by the Fire Chief to do so.
- 6.2 The Member in Charge shall take action as deemed necessary for preserving life and property from injury or destruction by fire or other emergency and is authorized to:
- (a) enter, pass through or go over buildings, structures or property whether adjacent or in proximity to an Incident and to cause Members or Apparatus to enter or pass through or over the building, structure or property without permission;
  - (b) establish boundaries or limits and keep persons from entering the area within the prescribed boundaries or limits unless authorized to enter by the Member in Charge;
  - (c) request the assistance of Enforcement Officers to ensure restrictions on persons entering within the boundaries or limits outlined in Section 6.2(b) are enforced;
  - (d) cause a building, structure or thing to be pulled down, demolished or otherwise removed;
  - (e) secure County manpower and Equipment which the Member in Charge considers necessary to deal with an Incident;
  - (f) secure and/or commandeer privately owned Equipment which the Member in Charge considers necessary to use in an Incident and authorize payment for use of the Equipment;
  - (g) require any adult person who is not a Member, and who is not exempt in any applicable regulations, to assist in:
    - (i) extinguishing a fire or preventing the spread thereof;
    - (ii) removing furniture, goods and merchandise from any building or structure on fire or in danger thereof and in guarding and securing same; and
    - (iii) demolishing a building or structure at or near the fire or other Incident.

## 7. APPOINTMENT AND POWERS OF FIRE GUARDIANS

~~7.1 Council delegates its authority to appoint Fire Guardians under the *Forest and Prairie Protection Act*.~~

Council delegates all its authority under the *Forest and Prairie Protection Act* to the Chief Administrative Officer and the Fire Chief.

~~7.2 The Chief Elected Official, the Chief Administrative Officer, and all Councillors are deemed Fire Guardians by virtue of the *Forest and Prairie Protection Act*.~~

7.3 Fire Guardians shall have the authority and power to:

- (a) exercise all powers prescribed for Fire Guardians under the *Forest and Prairie Protection Act*;
- (b) issue Fire Permits in accordance with this Bylaw;
- (c) issue a Fire Permit unconditionally or to impose any conditions on the Fire Permit that the Fire Guardian considers appropriate, in his or her sole discretion, given the nature of the fire and prevailing circumstances, location and environmental conditions;
- (d) suspend or cancel a Fire Permit at any time;
- (e) refuse to issue a Fire Permit where, in the opinion of the Fire Guardian, there is a risk to the public or to property in relation to the proposed fire;
- (f) enforce the provisions of the *Forest and Prairie Protection Act* and this Bylaw within the boundaries of the County;
- (g) require any able-bodied adult person who is not exempt by the regulations of the *Forest and Prairie Protection Act* to assist in extinguishing fires and preventing the spread thereof;
- (h) commandeer and authorize payment for the possession or use of any Equipment for the purposes of extinguishing a fire;
- (i) enter into a closed area under the *Forest and Prairie Protection Act* without a permit or written permission of a forest officer subject only to the regulations of the *Forest and Prairie Protection Act*;
- (j) obtain the following information from any person found on public property or leaving or entering public property;
  - (i) name;
  - (ii) address;
  - (iii) an account of their activities;
  - (iv) the route of the activities they carry out; and
  - (v) the route they intend to follow on the public property;
- (k) enter on any property or premises, except a private dwelling house, without a warrant for the purpose of discharging his or her duties under this Bylaw or the *Forest and Prairie Protection Act*;
- (l) enter any private dwelling house that is on fire without a warrant for the purpose of extinguishing the fire or to prevent the spread thereof;

- (m) direct the operations of extinguishing or controlling a fire or operations to preserve life and property;
- (n) perform work relating to the extinguishing or controlling of a fire or operations to preserve life and property and enter onto any property for the purpose of extinguishing or controlling a fire; and
- (o) prevent interference with the efforts of persons engaged in the extinguishing of fires or preventing the spread thereof by regulating the conduct of the public at or in the vicinity of the fire.

## **8. PERMITTED AND PROHIBITED FIRES**

- 8.1 No person shall light or cause to be lit any outdoor fire or permit any outdoor fire to be lit upon land owned or occupied by them or under their control within the boundaries of the County except as otherwise provided for under this Bylaw.
- 8.2 No person shall burn or cause to be burned any Prohibited Debris within the boundaries of the County.
- 8.3 No person shall light or cause to be lit an outdoor fire or permit any outdoor fire to be lit upon land owned or occupied by him or her or under his or her control except in accordance with this Bylaw or the *Forest and Prairie Protection Act* or both.
- 8.4 Any person who builds, ignites, or permits a fire within the County must ensure that the fire is not left unsupervised at any time.
- 8.5 Notwithstanding Section 8.8.3 of this Bylaw, Fire Permits are not required under this Bylaw for the following activities:
  - (a) cooking of food using a portable appliance;
  - (b) Recreational Fires or cooking of food in Acceptable Fire Pits or Acceptable Fireplaces, provided that:
    - i) only clean fuel is used such as natural gas, dry wood, or charcoal, in amounts that can be contained within the Acceptable Fire Pit or Acceptable Fireplace below the mesh screen;
    - ii) a means, acceptable to the Fire Chief of controlling or extinguishing the fire is available on the property and within reasonable distance from where the fire occurs;
    - (iii) the fire is kept under control and supervised at all times by a responsible adult person until such time as the fire has been completely extinguished; and
    - (iv) flame height does not exceed one meter above the structure or container;
  - (c) burning in fireplaces in or attached to dwellings as provided by legislation;
  - (d) an outdoor fire lit by the Fire Department for training or preventive control purposes;
  - (e) an outdoor fire prescribed by the regulations of the *Forest Prairie and Protection Act*; and
  - (f) burning of Burnable Debris when burned within an Acceptable Burning Barrel and/or incinerator.

## 9. FIRE PERMITS

- 9.1 An application for a Fire Permit shall be made electronically in writing on the form adopted by the County as may be amended from time to time.
- 9.2 Upon receipt of an application for a Fire Permit, the Fire Guardian may, in his or her discretion, refuse to issue a Fire Permit with, or without conditions.
- 9.3 A Fire Permit shall only be valid for the time period expressly indicated on the Permit, as determined by the Fire Guardian issuing the Permit at his or her sole discretion, having regard for the nature and purpose of the fire, prevailing circumstances and environmental conditions.
- 9.4 A Fire Guardian may extend the period of time that an existing Fire Permit remains valid, as long as the extension is requested and approved prior to the expiration of the Fire Permit.
- 9.5 A Fire Guardian may, in his or her sole discretion, terminate, suspend or cancel a Fire Permit at any time. Upon receiving notification of termination, suspension or cancellation of the Fire Permit, the Fire Permit holder shall immediately extinguish any fire set pursuant to the Fire Permit.
- 9.6 On receiving notice that additional conditions have been imposed on a Fire Permit, the Fire Permit holder must immediately comply with the additional conditions.
- 9.7 A Fire Permit is not transferrable.
- 9.8 Each Fire Permit application must contain the following information:
  - (a) the name and address of the applicant and the name and address of the Owner of the property on which the applicant proposes to set a fire;
  - (b) the legal and municipal description of the property on which the applicant proposes to set a fire;
  - (c) the period of time for which the Fire Permit is required;
  - (d) the precautions that will be taken by the applicant to ensure that the proposed fire remains under control;
  - (e) the signature and authorization of the applicant; and
  - (f) consent for the proposed fire by the Owner of the property if different than the applicant.
- 9.9 Fire Permits must have an identifying number and contain the name and signature of the Fire Guardian that issued the Fire Permit.
- 9.10 Every person who sets a fire under authority of a Fire Permit shall:
  - (a) comply with any terms or conditions of the Fire Permit;
  - (b) keep the Fire Permit at the site of the fire;
  - (c) produce and show the Fire Permit to a Fire Guardian, a Member or an Enforcement Officer upon request;
  - (d) have a responsible person in attendance at the fire at all time;

- (e) keep the fire under control;
- (f) extinguish the fire before expiration of the Fire Permit or upon cancellation of the Fire Permit; and
- (g) be responsible for any costs incurred by the Fire Department if called upon to extinguish a fire subject to a Fire Permit if, in the opinion of the Fire Chief or his designate, the fire is a hazard to persons or property.

## **10. FIRE ADVISORIES**

- 10.1 The Fire Chief may, from time to time issue a Fire Advisory, during which the issuance of any new Fire Permits is prohibited and all active Fire Permits are suspended. A Fire Advisory may be issued when, in the opinion of the Fire Chief, the prevailing environmental conditions give rise to an increased risk of fire.
- 10.2 A Fire Advisory imposed pursuant to Section 10.10.1 of this Bylaws shall remain in force until either the date provided in the notice of the Fire Advisory or until such time as the Fire Chief provides notice to the public that the Fire Advisory is no longer in effect.
- 10.3 All notices pertaining to a Fire Advisory shall be provided to the public. Notice may be in the form of signage, posting on the County Facebook page or by any means which the Fire Chief determines is appropriate for the purpose of informing the public of the Fire Advisory.
- 10.4 When a Fire Advisory is in place:
  - (a) no one authorized by the County to issue a Fire Permit, including a Fire Guardian, shall issue a Fire Permit; and
  - (b) the Fire Chief or their designate shall not issue any Fireworks Permits.
- 10.5 When a Fire Advisory is in place, no person shall;
  - (a) ignite a fire unless the fire is exempt from requiring a Fire Permit pursuant to Section 8.8.5 of this Bylaw; or
  - (b) sell, purchase, possess, handle, discharge, fire or set of Fireworks within the County.

## **11. FIRE BANS**

- 11.1 The Fire Chief may, from time to time, prohibit all fires within the County or a portion of the County when the Fire Chief in their sole discretion, determines that the prevailing environmental conditions could give rise to an increased risk of fire or increased risk of a fire running out of control.
- 11.2 A Fire Ban imposed pursuant to Section 11.1 of this Bylaw shall remain in force until either the date provided in the notice of the Fire Ban or until such time as the Fire Chief provides notice to the public that the Fire Ban is no longer in effect.
- 11.3 Notice of a Fire Ban shall be provided to the public. Notice may be in the form of signage, through a public service message on the local radio stations, by posting on the County Facebook page, or by any means which the Fire Chief determines is appropriate for the purpose of informing the public of the Fire Ban.

11.4 When a Fire Ban is in place, no person shall:

- (a) ignite a fire, whether or not the person is the holder of a Fire Permit, and every person shall immediately extinguish any fire lit one the person knows or ought to know of the Fire Ban; or
- (b) handle, discharge, fire or set off Fireworks within the County.

11.5 All Fire Permits issued within the area affected by the Fire Ban are suspended for the duration of the Fire Ban.

## **12. FIRE SAFETY PLANS**

12.1 As required by the *Safety Codes Act*, all buildings or parts of buildings undergoing construction or demolition must have a fire safety plan which must comply with the requirements of the *Safety Codes Act*.

## **13. FIRE AND DANGEROUS GOODS INCIDENT REPORTING REQUIREMENTS**

13.1 The Owner or authorized agent of any property damaged by fire must immediately report the particulars of the fire to the Fire Department in the manner and form prescribed by and to the satisfaction of the Fire Chief.

13.2 The Owner or authorized agent of any property containing Dangerous Goods which sustains release of the Dangerous Goods must immediately report the particulars of the release to the Fire Department in the manner and form prescribed by and to the satisfaction of the Fire Chief.

## **14. SERVICE FEES AND CHARGES**

14.1 When the Fire Department has taken any action for the purpose of:

- (a) site inspections to determine if occupancy requirements are being adhered to, pursuant to relevant legislation.
- (b) requested site inspections and required fire investigations;
- (c) business inspections;
- (d) preparing a copy of an Incident report;
- (e) responding to an Incident; or
- (f) responding to a False Alarm;

the applicable fee as set out in the County of Minburn Master Rates Bylaw must be paid to the County by the Owner of the subject property.

14.2 The fees charged by the Fire Department for services rendered pursuant to this Bylaw are set out in the County of Minburn Master Rates Bylaw.

14.3. The fees and charges described in this Section shall be a debt due and owing to the County and collection of unpaid fees and charges may be undertaken by civil action in a court of competent jurisdiction.

## **15. FIRE PROTECTION CHARGES**

15.1 When the Fire Department has extinguished a fire within or outside the County for the purpose of preserving life, property or the environment from injury or destruction, the

Fire Chief may charge any costs incurred by the Fire Department in taking such action to:

- (a) the person or persons causing or contributing to the fire; or
- (b) the Owner or occupant of the parcel of land;

and all persons charged are jointly and severally liable for payment of the Fire Protection Charges to the County.

- 15.2 Fire Protection Charges shall be paid within thirty (30) days of the receipt.
- 15.3 Collection of unpaid Fire Protection Charges may be undertaken by civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien which the County is entitled to on the parcel of land in respect of which the indebtedness is associated.
- 15.4 The Owner of a parcel of land within the County is liable for Fire Protection Charges incurred in relation to the Fire Department extinguishing fires on that parcel and the County may add to the tax roll of the parcel of land all unpaid Fire Protection Charges, which forms a special lien against the parcel of land in favour of the County from the date the amount was added to the tax roll.

## **16. INSPECTION AND ENFORCEMENT**

- 16.1 Where a parcel of land does not comply with this Bylaw or a person contravenes this Bylaw, the County may pursue enforcement in accordance with this Bylaw, any enactment, including the *Municipal Government Act* or any common law right.
- 16.2 The Fire Chief, or their designate, is authorized to carry out inspections of land and structures, issue orders, remedy conditions and contraventions and enforce this Bylaw in accordance with the *Municipal Government Act*.

## **17. OFFENCES**

- 17.1 No person shall:
  - (a) contravene any provision of this Bylaw;
  - (b) damage or destroy Fire Department Property;
  - (c) falsely represent himself as a Member;
  - (d) obstruct or otherwise interfere with Fire Department access to:
    - i) the scene of an Incident;
    - ii) a fire hydrant, cistern or other body of water designated for firefighting purposes; or
    - (iii) to connections for fire mains, stand pipes or sprinkler systems.
  - (e) cause or permit a Burning Hazard or Fire Hazard to exist on a parcel of land;
  - (f) deposit, discard or abandon any burning matter or substance so as to create a Burning Hazard;
  - (g) light a fire or cause a fire to be lit during a Fire Ban;
  - (h) If a Fire Permit is required under this Bylaw or the *Forest and Prairie Protection Act*, or both, light a fire unless they are the holder of a valid Fire Permit;



- (i) provide false, incomplete or misleading information to the Fire Chief, a Fire Guardian, a Member or an Enforcement Officer with respect to a fire or a Fire Permit application;
- (j) light a fire on any land not their own without the written consent of the Owner of the land;
- (k) permit a fire lit by that person to pass from their own land to the land of another person;
- (l) light a fire without first taking sufficient precautions to ensure that the fire can be kept under control at all times;
- (m) conduct any activity that might reasonably be expected to cause a fire unless that person exercises reasonable care to prevent a fire from occurring;
- (n) conduct any activity that involves the use of a fire, where smoke produced by the fire may impede the visibility of vehicular and pedestrian traffic on any road or highway;
- (o) light a fire on land owned or controlled by the County except with the County's express written consent;
- (p) burn Prohibited Debris;
- (q) impede, obstruct or otherwise hinder a Member or Enforcement Officer from carrying out their duties under this Bylaw or related legislation; or
- (r) impede, obstruct or otherwise hinder access to property or Equipment required for use by a Member or Enforcement Officer in carrying out their duties under this Bylaw or related legislation.

## **18. OFFENCE**

- 18.1 A person who contravenes or fails to comply with any provision of this Bylaw is guilty of an offence and is liable to a fine in an amount not less than \$500. No person found guilty of an offence under this Bylaw is liable to imprisonment.

## **19. VIOLATION TICKETS**

- 19.1 An Enforcement Officer is authorized and empowered to immediately issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any person that the Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

## **20. SEVERABILITY**

- 20.1 Each provision of this Bylaw is independent of all other provisions. If any provisions of this Bylaw are declared invalid for any reason by a court of competent jurisdiction, all other provisions will remain valid and enforceable.

## **21. REPEAL AND COMING INTO FORCE**

- 22.1 This Bylaw shall come into full force and effect on the date of final passing thereof.
- 22.2 Upon coming into force of this Bylaw, the following Bylaws and any other amendments, as well as any previously passed motions of Council that may be in conflict with this Bylaw shall be repealed and no longer have any force or effect:

- (a) Bylaw No. 1171-04 – Establishment and Operation of a Fire Department
- (b) Bylaw No. 1176-05 – Establishing Boundaries of Rural Fire Protection Areas
- (c) Bylaw No. 1209-11 – Prevention and Control of Fires

22.3 Bylaw No. 1326-22 comes into force on the date of the third and final reading and passed by Council with unanimous consent of the members present the 22<sup>nd</sup> day of February 2022.

FIRST READING..... February 22, 2022

SECOND READING..... February 22, 2022

THIRD READING ..... February 22, 2022

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer

## **Schedule “A”**

### **Definitions**

1. **“Acceptable Burning Barrel”** means an outdoor receptacle that meets the following specifications:
  - (a) a minimum of three metres clearance is maintained from any building, property line or other combustible material when measured from the nearest edge;
  - (b) the opening does not exceed one metre in width or diameter when measured between the widest points or outer edges;
  - (c) the receptacle has closed sides made from brick, concrete blocks, heavy gauge metal or other non-combustible material that is acceptable to the Fire Chief;
  - (d) a spark arrestor mesh screen with openings no larger than 12.5 millimetres that is constructed of expanded metal (or equivalent material) is used to cover the opening in a manner sufficient to contain and reduce the hazards of airborne sparks; and
  - (e) is only used on agricultural lands.
2. **“Acceptable Fire Pit”** means an outdoor receptacle that meets the following specifications:
  - (a) a minimum of three metres clearance is maintained from any building, property line or other combustible material when measured from the nearest fire pit edge;
  - (b) the fire pit height does not exceed six hundred millimetres when measured from the surrounding grade to the top of the pit opening;
  - (c) the pit opening does not exceed one metre in width or in diameter when measured between the widest points or outer edges;
  - (d) the fire pit has enclosed sides made from brick, concrete blocks, heavy gauge metal, or other non-combustible material that is acceptable to the Fire Chief; and
  - (e) a spark arrestor mesh screen with openings no larger than 12.5 millimetres that is constructed of expanded metal (or equivalent material) is used to cover the fire pit opening in a manner sufficient to contain and reduce the hazards of airborne sparks.
3. **“Acceptable Fireplace”** means an outdoor receptacle that meets the following specifications:
  - (a) a minimum of one metre clearance is maintained from any building, property line, or other combustible material when measured from the nearest fireplace edge;
  - (b) the fireplace is constructed of materials such as bricks or rocks that are heat and flame resistant;
  - (c) the fireplace is equipped with a chimney that is not less than two and one-half metres in height when measured from the base of the burning area;
  - (d) the fireplace chimney is equipped with a regulation screen designed to contain and reduce the hazards of airborne sparks;
  - (e) the base of the fire burning area is not less than three hundred millimetres above the surrounding grade; and

- (f) the fire chamber does not exceed one and one-quarter metres in width and is at least four hundred millimetres, but not more than six hundred millimetres in depth; and
  - (g) clay fire pots are required to meet the above requirements and should have a layer of sand or gravel in the bottom to prevent burn-through.
- 4. **“Apparatus”** means any vehicle with machinery, or Equipment for firefighting operated by or for the Fire Department whether that vehicle operates on land, in the air, or on water.
- 5. **“Burnable Debris”** applies to farm use only and means the following materials:
  - (a) grass and weeds;
  - (b) leaves and tree prunings;
  - (c) brush and fallen trees on newly cleared property; and
  - (d) wood material from the construction or demolition of buildings that does not contain wood preservatives, as long as those materials are present on farming or agricultural land.
- 6. **“Burning Hazard”** means an actual or potential occurrence of fire or other combustion or organic or inorganic material that could endanger human life or property or damage property.
- 7. **“Chief Administrative Officer”** or **“CAO”** means the Chief Administrative Officer of the County of Minburn No. 27 or his/her authorized delegate pursuant to the *Municipal Government Act*.
- 8. **“Council”** means the duly elected Council of the County of Minburn No. 27.
- 9. **“County”** means the County of Minburn No. 27.
- 10. **“Dangerous Goods”** means any product, substance or organism specified in the regulations, or included by its nature, in any of the classes listed in the regulations under the *Dangerous Goods Transportation and Handling Act*.
- 11. **“Enforcement Officer”** means a Bylaw Enforcement Officer employed by the County in accordance with the *Municipal Government Act* and includes a member of the Royal Canadian Mounted Police, and when authorized, a Community Peace Officer appointed by the Solicitor General of Alberta in accordance with the *Peace Officers Act*.
- 12. **“Equipment”** means any tools, devices, material or supplies used by or for the Fire Department to respond to an Incident.
- 13. **“Fire Advisory”** means an order issued pursuant to this Bylaw for the purpose of fire prevention and which involves the immediate cessation of all activities under a Fire Permit for the duration of the Advisory.
- 14. **“False Alarm”** means any notification, by whatever means received, by the Fire Department, respecting the existence of a condition, circumstance, fire or other event containing an imminent, serious danger to persons or property, wherein such condition, circumstance, fire or other event does not in fact exist.
- 15. **“Fire Ban”** means an order issued by the Minister responsible for the *Fire and Prairie Protection Act*, or an order issued pursuant to this Bylaw, for the purpose of suspending all Fire Permits, prohibiting the lighting of, and requiring the extinguishment of all fires within the County.
- 16. **“Fire Chief”** means the person employed by the County as the Director of Protective Services, or his or her designate.

17. **“Fire Department”** means the department as established by Council and organized by the County consisting of, among other things, all persons appointed or recruited to the various positions within the Fire Department, including all Members.
18. **“Fire Department Property”** means all real and personal property owned or controlled by the County and designated for use by the Fire Department including but not limited to Apparatus, Equipment and fire stations.
19. **“Fire Guardian”** means any individual appointed as a Fire Guardian pursuant to the *Forest and Prairie Protection Act* or this Bylaw.
20. **“Fire Hazard”** means combustible material that, through its nature, location, condition or arrangement, or any combination of those factors, may be ignited and, if ignited, could create a Burning Hazard.
21. **“Fire Permit”** means a permit issued by an individual authorized by the County to do so pursuant to this Bylaw, authorizing the setting of a specific type of fire, and includes a fire permit issued by a Fire Guardian pursuant to the *Forest and Prairie Protection Act*.
22. **“Fire Protection”** means any and all of the services enumerated in Section 3 of this Bylaw and includes any other service delivered by or for the Fire Department that is authorized by Council.
23. **“Fire Protection Charges”** means all costs incurred by or for the Fire Department in providing Fire Protection both within and outside the County’s boundaries.
24. **“Incident”** means a fire or medical situation where a fire or explosion is imminent, or any other situation presenting danger or possible danger to life, property, or the environment, and to which the Fire Department has responded.
25. **“Master Rates Bylaw”** means the County’s current *Master Rates Bylaw*, as amended or replaced from time to time.
26. **“Member”** means any person who is duly appointed a member of the Fire Department and includes the Fire Chief.
27. **“Member in Charge”** means the Fire Chief, or in the absence of the Fire Chief, the highest-ranking Member who first arrives at the scene of an Incident.
28. **“Owner”** means the person or persons listed on title as the registered owner of property at the Land Titles Office.
29. **“Person”** means any individual, firm, partnership, association or corporation.
30. **“Prohibited Debris”** means any material that when burned will result in the release of dense smoke or toxic air contaminants to the atmosphere as outlined in any legislation or bylaw written to protect and enhance the environment and includes but is not limited to materials described as:
  - (a) straw and stubble;
  - (b) animal manure;
  - (c) chemicals and chemical containers;
  - (d) combustible material in automobiles;
  - (e) household refuse;
  - (f) non-wooden material;
  - (g) paints and painting materials;

- (h) pathological waste;
  - (i) rubber or plastic, or anything containing or coated with rubber or plastic or similar substances, except rubber or plastic attached to shredded scrap steel;
  - (j) tires;
  - (k) toxic substances;
  - (l) used oil; or
  - (m) wood or wood products containing substances for the purpose of preserving wood.
31. **“Recreational Fires”** means a fire confined within a non-combustible structure or container, which is lit for the purpose of cooking, obtaining warmth or viewing for pleasure and is fueled by dry wood, charcoal, natural gas, or propane.
32. **“Violation Ticket”** means a violation ticket issued for an offence committed against any of the provisions of this Bylaw under the *Provincial Offences Procedure Act*.



## Council Request for Decision (RFD)

Title: \_\_\_\_\_

Meeting Date: \_\_\_\_\_ Department: \_\_\_\_\_

**Recommendation:**

**Background:**

☐ See Appendix

**Legislative Guidance:**

☐ Provincial ☐ Municipal ☐ None

*Details:*

**Council Priorities Chart:**

☐ Yes ☐ No

*Details:*

**Previous Council Direction:**

**Financial Implications:**

☐ Capital ☐ Operations ☐ Other

*Details:*

**Communication and Engagement:**

**Implementation Timeline:**

**Attachments:**

Prepared By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_



## RFD Appendix





## Council Request for Decision (RFD)

Title: \_\_\_\_\_

Meeting Date: \_\_\_\_\_ Department: \_\_\_\_\_

**Recommendation:**

**Background:**

☐ See Appendix

**Legislative Guidance:**

☐ Provincial ☐ Municipal ☐ None

*Details:*

**Council Priorities Chart:**

☐ Yes ☐ No

*Details:*

**Previous Council Direction:**

**Financial Implications:**

☐ Capital ☐ Operations ☐ Other

*Details:*

**Communication and Engagement:**

**Implementation Timeline:**

**Attachments:**

Prepared By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

---

**PROVINCE OF ALBERTA**

**PROVINCIAL POLICE SERVICE AGREEMENT**

**April 1, 2012**

---



## TABLE OF CONTENTS

ARTICLE 1.0	INTERPRETATION .....	6
ARTICLE 2.0	PURPOSE AND SCOPE .....	12
ARTICLE 3.0	TERM OF AGREEMENT .....	14
ARTICLE 4.0	EXCLUSIONS AND INCLUSIONS.....	15
ARTICLE 5.0	INCREASE OR REDUCTION IN THE PROVINCIAL POLICE SERVICE .....	16
ARTICLE 6.0	MANAGEMENT OF THE PROVINCIAL POLICE SERVICE.....	17
ARTICLE 7.0	THE COMMANDING OFFICER AND THE OPERATION OF THE DIVISION.....	19
ARTICLE 8.0	RESOURCES AND ORGANIZATION.....	21
ARTICLE 9.0	EMERGENCIES & SPECIAL EVENTS.....	23
ARTICLE 10.0	MUNICIPALITIES .....	26
ARTICLE 11.0	BASIS OF CALCULATION OF PAYMENT .....	27
ARTICLE 12.0	ACCOMMODATIONS PROGRAM .....	36
ARTICLE 13.0	REMOVAL OF BUILDINGS & LIVING QUARTERS AND TRANSFER OF BUILDINGS, LIVING QUARTERS & LAND .....	45
ARTICLE 14.0	EQUIPMENT .....	48
ARTICLE 15.0	TRANSFER OF OWNERSHIP OF EQUIPMENT .....	49
ARTICLE 16.0	JAILS AND LOCK-UPS .....	51
ARTICLE 17.0	METHOD OF PAYMENT .....	52
ARTICLE 18.0	FINANCIAL PLANNING & REPORTING.....	53
ARTICLE 19.0	DIRECTED REVIEWS OF THE SERVICE .....	55
ARTICLE 20.0	BILATERAL REVIEW.....	57
ARTICLE 21.0	CONTRACT MANAGEMENT COMMITTEE .....	58
ARTICLE 22.0	CMC FIVE YEAR REVIEWS.....	63
ARTICLE 22.1.0	TOTAL COMPENSATION.....	65
ARTICLE 23.0	DISPUTES .....	67
ARTICLE 24.0	NOTICE.....	69
ARTICLE 25.0	AMENDMENT.....	70
ARTICLE 26.0	SURVIVAL.....	70
ANNEX 'A':	SCHEDULE OF PERSONNEL RESOURCES ASSIGNED TO THE PROVINCIAL POLICE SERVICE.....	72
ANNEX 'B':	REQUEST FOR INCREASE OR DECREASE OF THE PROVINCIAL POLICE SERVICE .....	73
ANNEX 'C':	PLANS FOR DIVISIONAL MAJOR CAPITAL, MINOR CAPITAL AND LIVING QUARTERS.....	75
ANNEX 'D':	PROJECTED BUDGETS FOR DIVISIONAL MAJOR CAPITAL, MINOR CAPITAL AND LIVING QUARTERS.....	76
ANNEX 'E':	SCHEDULE OF PAYMENTS – REDUCTION OF DEFERRED AMOUNTS OTHERWISE OWING.....	77
ANNEX 'F':	CREDIT AGAINST THE FAIR MARKET VALUE OF DETACHMENTS .....	80
ANNEX 'G':	ELEMENTS INCLUDED IN TOTAL COMPENSATION .....	81

---

Memorandum of Agreement

BETWEEN:

CANADA,

AND

ALBERTA.

Introduction

Whereas:

- A. Canadians place a high priority on living in a safe and secure society. They look to their governments, at all levels, to provide the leadership required to develop programs and policies that reduce the risk of crime. To meet these expectations, provincial, territorial, and federal governments work together to provide a society that is reflective of Canadian values - a society in which the incidents of crime are reduced and when they do occur are investigated effectively and efficiently. One of the components of a safe Canadian society is policing services that are professional and responsive to community needs.
  - B. The Royal Canadian Mounted Police (RCMP), Canada's national police force, maintains a strong and vital federal presence in all Provinces and Territories. Additionally the RCMP, through the police service agreements provides police services to eight Provinces, three Territories, and to a large number of Municipalities. The police service agreements provide a professional, cost effective policing model that: is responsive to the Province, Territory, or Municipality within which it operates; fosters seamless cooperation between all levels of policing; facilitates the sharing of intelligence; and promotes innovation. The police service agreements afford Canada the benefit of maintaining a federal policing presence across the country; a presence that is deployable and has the capacity to respond to national events that are beyond the policing capacity of Provinces, Territories, Municipalities, or Canada to address alone.
  - C. The RCMP, built on a foundation of well-trained police officers and non-police personnel, using proven policing techniques, is well placed to aid in the administration of justice in the Provinces and Territories and in carrying into effect the laws in force therein;
-

### Authorities

D. The Parties recognize that:

- (i) Alberta has the constitutional jurisdiction over the administration of justice which includes the responsibility for policing,
- (ii) the RCMP is a federal entity and matters relating to the control, management, and administration of the RCMP are within exclusive federal jurisdiction, and
- (iii) the Commissioner of the Royal Canadian Mounted Police, under the direction of the Federal Minister, has the control and management of the RCMP and all matters connected therewith;

E. Section 21 of Alberta's *Police Act* c.P-17 RSA 2000, as amended, provides that the Provincial Minister may, with the approval of the Lieutenant Governor in Council, enter into, execute and carry out an agreement with Canada authorizing the Royal Canadian Mounted Police to carry out the powers and duties of the provincial police service;

F. Section 20 of the *Royal Canadian Mounted Police Act* provides that the Federal Minister may, with the approval of the Governor in Council, enter into an arrangement with the government of any province for the use or employment of the RCMP or any portion thereof, in aiding the administration of justice in the province and in carrying into effect the laws in force therein;

G. The RCMP acting under this Agreement as the Provincial Police Service aids the province in the administration of justice by implementing the provincial policing objectives, priorities and goals as determined by the Provincial Minister;

H. Canada and Alberta recognize that through this Agreement a relationship with respect to provincial policing is established in the Province, built on consultation between Canada and Alberta, characterized by respecting each other's constitutional responsibilities and by responding to each other's needs, all in a manner that recognizes the evolving nature of law enforcement.

### Mutual Benefits

I. Contract policing is recognized as an effective national policing model to address the cross jurisdictional (i.e., municipal, provincial, territorial, national and international) and evolving nature of crime. Canada and Alberta receive benefits from the RCMP acting as the provincial police service by:

- (i) facilitating the flow of intelligence between all levels of policing,
-

- (ii) having a direct connection, through the RCMP, between municipal, provincial, territorial, national and international policing that is important to modern policing and security of provincial infrastructure and communities,
- (iii) promoting Canadian sovereignty through the RCMP presence across Canada including in isolated communities and at Canada's borders,
- (iv) having RCMP members available for redeployment,
- (v) sharing the costs and use of common police and administrative services, and
- (vi) having a professional, efficient and effective police service that reflects reasonable expenses for operating and maintaining a police service.

#### Implementation

- J. Canada and Alberta are committed to working together towards the common goal of providing a professional, efficient and effective police service committed to aiding in the administration of justice in the Province and carrying into effect the laws in force therein; and in furtherance of these goals, this Agreement will be implemented in a manner that:
- (i) ensures meaningful engagement among Alberta, the RCMP and the Department regarding substantive decisions affecting the quality and cost of Provincial Police Service within the Province,
  - (ii) respects the need to be responsive to changing policing requirements and can accommodate potential changes including those in relation to policing policies, strategies, methodologies, models, and police review and complaint mechanisms that may arise during the term of the Agreement,
  - (iii) ensures the RCMP provides information, explanations and responds to Alberta in respect of the Provincial Police Service provided in the Province and the costs of the Provincial Police Service,
  - (iv) promotes the principles of public trust, transparency and accountability.

#### Authorizing Orders

- K. By Order in Council P.C.2011-895 dated August 18, 2011, the Governor in Council authorized the Minister of Public Safety and Emergency Preparedness to enter into this Agreement on behalf of the Government of Canada;
- L. By Order in Council number 109/2011 dated March 23, 2011, the Lieutenant Governor in Council authorized the Solicitor General and Minister of Public Security of Alberta to enter into this Agreement on behalf of the Government of Alberta;

**NOW, THEREFORE,** in consideration of their respective obligations set out below, the Parties hereto agree as follows:

---

## **ARTICLE 1.0      INTERPRETATION**

- 1.1 In this agreement each of the following terms will, unless the context otherwise requires, have the meaning set out beside it:
- a) “Accounts” has the meaning given to it in subarticle 11.8;
  - b) “Accommodations Program Charge” means:
    - i) in respect of the Fiscal Year beginning April 1, 2012, the amount set out in paragraph 12.13;
    - ii) in respect of Fiscal Years beginning April 1, 2017, April 1, 2022, and April 1, 2027, the amount established in accordance with subarticle 12.16; and
    - iii) in respect of all other Fiscal Years of this Agreement, the amounts established in accordance with subarticle 12.14.
  - c) “Applicable CRF Lending Rate” means the rate of interest approved by the Minister of Finance for Canada, in the month that an item of Equipment - Type A is purchased, for amortized loans from the Consolidated Revenue Fund for Canada equal to the period of amortization set for item of Equipment - Type A under subparagraph 11.2(b)(x);
  - d) “Attorney General” means the provincial minister responsible for the administration of justice within the Province;
  - e) “Building” means any building, structure, improvement and other fixture on, above or below the surface of the land, that is administered, acquired or constructed by Canada and used by Canada to provide and maintain a Provincial Police Service within the Province during the term of this Agreement, but does not include any Living Quarters or any divisional or regional headquarter buildings. For greater certainty, a Building will be considered to have been acquired or constructed in the Fiscal Year in which it becomes available for use by the Service;
  - f) “Commanding Officer” means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;
  - g) “Commissioner” means the Commissioner of the Royal Canadian Mounted Police;
  - h) “Companion Document” means the [2012 Police Service Agreement Interpretation and Administrative Procedures Guide], the initial version of which is dated the \_\_\_\_ day of \_\_\_\_, 20\_\_ and was initialled for identification by the co-chairs of the Contract Management Committee;
-



- i) "Comparable Police Services" means those police services selected, from time to time, by the RCMP Pay Council or its successors, or such other police services as may, from time to time, be agreed in writing between the Parties;
  - j) "Criminal Operations Officer" means the officer of the RCMP appointed by the Commissioner to supervise criminal operations in the Service under the overall direction of the Commanding Officer;
  - k) "Department" means the department over which the Federal Minister presides;
  - l) "Detachment" means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;
  - m) "Detachment Commander" means the employee in charge of a Detachment who manages its physical, financial and human resources;
  - n) "Directed Review" means a documented evidence-based analysis of the efficiency, effectiveness, relevance, performance or compliance of the Service or the policing services provided under this Agreement;
  - o) "Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;
  - p) "Earned Retirement Benefit" means an allowance that is earned and accumulated over time and then paid out in a lump sum to the member upon retirement;
  - q) "Emergency" means an urgent and critical situation of a temporary nature that requires a deployment of additional police resources to maintain law and order, keep the peace or protect the safety of persons, property or communities;
  - r) "Equipment" means, at a minimum, all property other than land and buildings whether purchased, leased, constructed, developed or otherwise acquired, and includes Equipment - Type A and Equipment - Type B;
  - s) "Equipment - Type A" refers to Equipment acquired on a non-recurring or extraordinary basis such as specialized motor vehicles, ships and other watercraft, aircraft of any kind, whether manned or un-manned, identification systems, telecommunication and other communication systems including radio towers and related assets that may be affixed to real property;
  - t) "Equipment - Type B" refers to Equipment acquired on an annual or recurring basis such as standard police cruisers, radio and computer equipment, security and investigational equipment such as identification devices, firearms, photographic devices and systems, and technology and other licensing fees;
-

- u) "External Review Committee" means the Committee that is defined in the *Royal Canadian Mounted Police Act*;
  - v) "Fair Market Value" or "FMV" means an amount equal to the fair market value as determined by an independent appraisal obtained by Canada;
  - w) "Federal Minister" means the federal Minister responsible for the Royal Canadian Mounted Police;
  - x) "Fiscal Year" means the period beginning on April 1 in any year and ending on March 31 in the next year;
  - y) "Full Time Equivalent Utilization" or "FTE Utilization" is the total number of work days spent by an individual utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year divided by the total number of work days contained in that Fiscal Year;
  - z) "Living Quarters" includes any dormitory, room in residence, apartment, house or other living space that is not part of a detachment building and that is owned by Canada or leased by the RCMP for Members;
  - aa) "Major Event" means an event of national or international significance that is planned in advance, within Canada, that requires additional police resources and for which the overall responsibility for security rests with Canada;
  - bb) "Member" means any member of the RCMP appointed pursuant to the *Royal Canadian Mounted Police Act* and any Regulations made pursuant thereto and, without limitation, includes any regular member, special constable, special constable member and civilian so appointed;
  - cc) "Municipal Police Service" means the aggregate of resources and Members utilized by Canada to provide policing services in any Municipality under an agreement with the Municipality, but does not include those resources and Members utilized primarily in:
    - i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information Centre System, identification services, or the Canadian Police College;
    - ii) national security investigation services;
    - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
    - iv) services provided to or on behalf of federal government departments; and
    - v) the Provincial Police Service provided under this Agreement.
-

- dd) "Municipal Policing Agreement" means an Agreement that covers a period beginning April 1, 2012 between Canada and a Municipality in the Province for the provision by Canada of a Municipal Police Service;
  - ee) "Municipality" means any city, town, village, summer village, urban service area of a special municipality or other organized area that is designated as such by any law of the Province;
  - ff) "Office of the Superintendent of Financial Institutions" means the Office of the Superintendent of Financial Institutions established by Section 4 of the *Office of the Superintendent of Financial Institutions Act*;
  - gg) "Parties" means Canada and Alberta;
  - hh) "Pension Contribution" means, with respect to any Member or federal public service employee, the aggregate of the employer's contributions made under the *Royal Canadian Mounted Police Superannuation Act*, the *Supplementary Retirement Benefits Act*, the *Public Service Superannuation Act*, the *Special Retirement Arrangements Act*, and the *Canada Pension Plan*;
  - ii) "Province" means the Province of Alberta;
  - jj) "Provincial Minister" means the provincial Minister responsible for policing services in the Province;
  - kk) "Provincial Police Service" or "Service" means the aggregate of resources, Members and Support Staff utilized by Canada to provide policing services in the Province, but does not include those resources, Members and Support Staff utilized primarily in:
    - i) policing services of a national or international nature, such as forensic laboratories, the Canadian Police Information Centre System, identification services, or the Canadian Police College;
    - ii) national security investigation services;
    - iii) protective security such as security at embassies and airports, and security for internationally protected persons;
    - iv) services provided to or on behalf of federal government departments; and
    - v) a Municipal Police Service provided under a separate agreement.
-

- ll) "Public Complaints Commission" means the Commission that is defined in the *Royal Canadian Mounted Police Act*;
  - mm) "Region" means a grouping of Divisions or subdivisions, created by the Commissioner, for the purposes of administration;
  - nn) "Royal Canadian Mounted Police" or "RCMP" means the police force for Canada continued under the *Royal Canadian Mounted Police Act*;
  - oo) "Royal Canadian Mounted Police Program" or "RCMP Program" means an activity, or any portion thereof, undertaken by the RCMP in direct support of the provision and maintenance by Canada of more than one provincial or territorial police service of a jurisdiction with which Canada has an agreement similar to this Agreement, and if the costs incurred by Canada as a result of that activity are shared under this Agreement, such as training and recruitment, and accommodations;
  - pp) "Salary" means monetary compensation, including annual salary, service pay, senior constable allowance, shift allowance, and other pay provided in recognition of additional duties or time worked;
  - qq) "Special Event" means an event of a short duration that is organized in advance, for which the overall responsibility for policing rests with the provincial or municipal government, and for which additional police resources are required to maintain law and order, keep the peace or protect the safety of persons, property or communities;
  - rr) "Staff Relations Representative Program" means the program established under the *Royal Canadian Mounted Police Regulations, 1988*;
  - ss) "Support Staff" means all those individuals, other than Members, who are utilized by Canada in the Province to provide and maintain the Provincial Police Service;
  - tt) "Total Compensation" means the total value to the Member of:
    - i) Salary and other cash entitlements,
    - ii) benefits, and
    - iii) Pension Contribution,as further described in Annex "G";
  - uu) "Unit" means a named component of the Division to which Members of the Provincial Police Service are assigned.
-

1.2 Each of the following is attached hereto and forms a part of this Agreement:

- a) Annex 'A' – Schedule of Personnel Resources Assigned to the Provincial Police Service;
- b) Annex 'B' – Request for Increase or Decrease of the Provincial Police Service;
- c) Annex 'C' – Plans for Divisional Major Capital, Minor Capital, and Living Quarters;
- d) Annex 'D' – Projected Budgets for Divisional Major Capital, Minor Capital, and Living Quarters;
- e) Annex 'E' – Schedule of Payments - Reduction of Deferred Amounts Otherwise Owning;
- f) Annex 'F' – Credit against the Fair Market Value of Detachments; and
- h) Annex 'G' – Elements Included in Total Compensation.

1.3 If Canada enters into a similar agreement to provide and maintain a Provincial Police Service with any other province after the execution of this Agreement, Canada will provide notice in writing to Alberta attaching the final form of that later agreement, and , in the event that there is a different or an additional provision contained in that later agreement,

- i) Alberta may elect to have this Agreement amended so as to reflect the intent of that provision;
- ii) such election is to be made within 6 months from the date of written notice of execution of that later agreement;
- iii) in no event may such an election be made later than October 1, 2013; and
- iv) the election must be made by notice in writing, such notice to be made in accordance with Article 24.

1.4 This Agreement constitutes the entire and only agreement between the Parties for the provision and maintenance of the Provincial Police Service and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are expressly incorporated by reference into this Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained or referenced in this Agreement.

---

**ARTICLE 2.0      PURPOSE AND SCOPE**

- 2.1    a)    Canada will, subject to and in accordance with the terms and conditions of this Agreement, provide and maintain a Provincial Police Service within the Province during the term of this Agreement.
- b)    Canada is hereby authorized by Alberta to carry out the powers and duties of the provincial police service for the purpose of providing the Provincial Police Service in accordance with this Agreement.
- c)    The number of personnel listed in Annex 'A', as adjusted from time to time in accordance with the provisions of Article 5, sets out the maximum number of Members and Support Staff that will be utilized by Canada to provide and maintain the Provincial Police Service.
- 2.2    Those Members who form part of the Provincial Police Service will:
- a)    perform the duties of peace officers; and
- b)    render such services as are necessary to:
- i)    preserve the peace, protect life and property, prevent crime and offences against the laws of Canada and the laws in force in the Province, apprehend criminals, offenders and others who may be lawfully taken into custody; and
- ii)    execute all warrants and perform all duties and services in relation thereto that may, under the laws of Canada or the laws in force in the Province, be executed and performed by peace officers.
- 2.3    a)    The Provincial Police Service will not be required to perform any duties or provide any services which are not appropriate to the effective and efficient delivery of police services in the Province.
- b)    If, at the date of this Agreement, the Provincial Police Service is performing any duties or providing any services referred to in paragraph (a), the Service will continue to perform such duties and provide such services until such time as these duties and services are performed or provided by some other persons.
- c)    During the term of this Agreement, and at such times as they may mutually agree, the Commissioner and the Provincial Minister will identify, discuss and, if it is mutually agreed to be feasible, Alberta will use its best efforts to implement alternative means by which the Provincial Police Service would cease to perform any of the duties or provide any of the services referred to in paragraph (a).
-

- 2.4 The Provincial Minister, in consultation with the Commanding Officer, may require the Provincial Police Service from time to time to temporarily provide assistance or special expertise to other police agencies in the Province.

**ARTICLE 3.0      TERM OF AGREEMENT**

- 3.1      Notwithstanding the date on which this Agreement is executed and subject to subarticle 3.3, this Agreement will take effect from and cover the period beginning April 1, 2012 and ending March 31, 2032.
- 3.2      This Agreement may be extended or renewed for an additional period upon terms that are agreed to by the Parties.
- 3.3      (a)      This Agreement may be terminated on March 31 in any year by either Party giving the other Party notice of such termination not less than 24 months prior to the date of the intended termination.
- (b)      In the event of termination of this Agreement, the Parties agree, during the period following that notice and the date of the intended termination, to cooperate and assist each other to effect an orderly transition of service from the RCMP as the Provincial Police Service to such other police service that is authorized by Alberta to carry out those powers and duties.
-



**ARTICLE 4.0      EXCLUSIONS AND INCLUSIONS**

- 4.1 Subject to subarticle 4.3, the Provincial Minister may, by giving notice in writing to the Federal Minister, include or exclude any geographic area, or function within a geographic area, from the responsibility of the Provincial Police Service, so long as any such inclusion or exclusion does not unreasonably affect the continued provision by Canada of the Provincial Police Service during the term of this Agreement.
- 4.2     a) Any inclusion pursuant to subarticle 4.1 will not take effect unless agreed to by the Provincial Minister and the Federal Minister.
- b) Any exclusion pursuant to subarticle 4.1 will take effect as soon as practicable, but no later than 12 months after receipt of the notice provided for by subarticle 4.1.
- 4.3 Subject to the other terms and conditions of this Agreement, neither Canada nor Alberta will add to or delete from the duties or functions of the Provincial Police Service as they were on March 31, 2012, without prior consultation and agreement between the Federal Minister and the Provincial Minister, which agreement will be reflected in an amendment to this Agreement and take effect from and after such date as may be agreed to by Canada and Alberta.
-

**ARTICLE 5.0      INCREASE OR REDUCTION IN THE PROVINCIAL POLICE SERVICE**

- 5.1 Canada will increase the number of Members and Support Staff as soon as practicable within one year from the receipt of a written request and confirmation of the corresponding financial commitment from the Provincial Minister.
  - 5.2 Canada will decrease the number of Members and Support Staff as soon as practicable within one year from the receipt of a written request from the Provincial Minister unless the Federal Minister gives written reasons to the Provincial Minister stating that the requested reduction would lower the level of resources below the standard referred to in paragraph 6.3(a).
  - 5.3 Every written request and financial confirmation made in accordance with subarticle 5.1 and every written request made in accordance with subarticle 5.2 will be made in the form substantially as set out in Annex 'B'.
  - 5.4 Whatever change is made in accordance with subarticle 5.1 or 5.2 will be recorded in Annex 'A'.
-

**ARTICLE 6.0      MANAGEMENT OF THE PROVINCIAL POLICE SERVICE**

- 6.1 The Provincial Minister will set the objectives, priorities and goals of the Provincial Police Service.
- 6.2 The internal management of the Provincial Police Service, including its administration and the determination and application of professional police standards and procedures, will remain under the control of Canada.
- 6.3
- a) The minimum level of policing is the aggregate resources required to maintain public and officer safety. The minimum level of policing provided by the Provincial Police Service will meet the standard determined by the Commissioner in consultation with the Provincial Minister.
  - b) The Provincial Minister will determine, in consultation with the Commissioner, the level of policing service to be provided by the Provincial Police Service, and that level will meet or exceed the standard determined in accordance with paragraph (a).
- 6.4 Nothing in this Agreement will be interpreted as limiting in any way the jurisdiction of Alberta in respect of the administration of justice and law enforcement in the Province.
- 6.5
- a) The Parties recognize Canada's interest in pursuing harmonized professional police standards and procedures across Canada on the basis of established policing best practices. Therefore, the Parties commit to identify opportunities to harmonize those standards and procedures and Alberta will assist Canada in that effort if it is feasible and appropriate.
  - b) Alberta will consult with the Commissioner prior to establishing professional police standards or procedures which are to be considered by the Commissioner under paragraph (c).
  - c) In determining the professional police standards or procedures in respect of the Provincial Police Service, the Commissioner will harmonize those standards or procedures to be substantially similar to or exceed the comparable professional police standards or procedures applicable to all other police services in the Province, unless the Commissioner is of the opinion that to do so would be contradictory to a requirement imposed by law, or would negatively affect the RCMP's ability to deliver effective or efficient police services.
  - d) If the Commissioner forms an opinion referred to in paragraph (c), the Commissioner will consult with the Provincial Minister.
  - e) If following the consultation referred to in paragraph (d), the Commissioner is still of the opinion referred to in paragraph (c) then, upon the request of the Provincial Minister, the Commissioner will provide the Provincial Minister with written reasons explaining the basis for the opinion.
-

- f) The Parties acknowledge and agree that any Dispute arising out of the application of this subarticle will be subject to the dispute resolution process set out in Article 23.

**ARTICLE 7.0      THE COMMANDING OFFICER AND THE OPERATION OF THE DIVISION**

- 7.1 For the purposes of this Agreement, the Commanding Officer will act under the direction of the Provincial Minister in aiding the administration of justice in the Province and in carrying into effect the laws in force therein.
- 7.2 The Commanding Officer will:
- a) implement the objectives, priorities and goals as determined by the Provincial Minister under subarticle 6.1, including, to the extent practicable, the deployment of the Provincial Police Service personnel and Equipment to reflect provincial priorities;
  - b) consult with the Provincial Minister on a regular basis to provide information pertaining to the operational and administrative status of the Provincial Police Service; such consultation will occur as and when required but in no case on less than a quarterly basis and with respect to the financial planning and reporting according to Article 18;
  - c) provide the Provincial Minister with an annual report in a mutually agreed upon format, by July 1 of each year, on the status of the implementation of Alberta's objectives, priorities and goals for the Service during the previous Fiscal Year;
  - d) in a reasonable and timely manner, provide the Provincial Minister or the Attorney General with any information that comes into the possession of any Member utilized in the Province and which materially affects the administration of justice in the Province; the information will be provided in a manner and in a form to be agreed upon by the Commanding Officer and the Provincial Minister or Attorney General;
  - e) provide the Provincial Minister each month with the particulars of any new or outstanding complaints made against the Service by any member of the public to the RCMP; the form and substance of the particulars will be agreed upon by the Commanding Officer and the Provincial Minister.
- 7.3 Subject to applicable laws, the Provincial Police Service will, upon specific or general request from Alberta, make best efforts to provide Alberta with information, including personal information, that may be needed for the administration of justice in the Province or to carry into effect the laws in force therein.
- 7.4 Before appointing a Commanding Officer, a Criminal Operations Officer, or the Deputy Criminal Operations Officer responsible for policing under this Agreement in the Division, the Commissioner will consult with the Provincial Minister.
-

- 7.5 The Commanding Officer, Criminal Operations Officer, or the Deputy Criminal Operations Officer responsible for policing under this Agreement in the Division will be replaced as soon as practicable after receipt by the Commissioner of a written request from the Provincial Minister which satisfies the Commissioner that sufficient cause exists that the officer concerned no longer commands the confidence of the Provincial Minister.
- 7.6 (a) At the request of the Provincial Minister, prior to the appointment of a Detachment Commander in the Division the Commanding Officer will consult with the Provincial Minister; and
- (b) the Provincial Minister may also request that the Commanding Officer consult with the community, in which case, such consultation is to be undertaken in accordance with the RCMP's policies on community participation.
- 7.7 A Detachment Commander in the Division will be replaced as soon as practicable after receipt by the Commanding Officer, or if required, the Commissioner, of a written request from the Provincial Minister which satisfies the Commanding Officer, or if required, the Commissioner, that sufficient cause exists that the Detachment Commander no longer commands the confidence of the Provincial Minister.
-

**ARTICLE 8.0      RESOURCES AND ORGANIZATION**

- 8.1      a)      Subject to paragraph (b), the number and location of Detachments and Units and any changes to the organizational structure of the Service will be agreed to by the Provincial Minister and the Commanding Officer or, if required, the Commissioner.
- b)      Prior to approving the location of the divisional headquarters, the Federal Minister will consult with the Provincial Minister and consider any recommendations that the Provincial Minister may wish to provide in respect of the location.
- 8.2      In each Fiscal Year, the Commanding Officer will give to the Provincial Minister annual statements, and such additional statements as may be reasonably requested from time to time by the Provincial Minister, of the composition of the Provincial Police Service that show or include:
- a)      a current organization chart of the Division;
- b)      the location and function of all Members and Support Staff who are not casual employees;
- c)      the location and function of all casual employees and temporary employees;
- d)      the number of Members by rank utilized as part of the Service and shown by Detachment, Unit and at divisional headquarters; and
- e)      the number of vacancies;
- and in each case an explanation of changes since the previous annual statement.
- 8.3      For the purposes of human resource planning for the next Fiscal Year, the Commanding Officer will consult with and obtain approval, or approval in principle, from the Provincial Minister on or prior to September 1 of each year, for the number of Members and Support Staff required to maintain the level of policing service provided by the Provincial Police Service as determined by the Provincial Minister pursuant to paragraph 6.3(b).
- 8.4      The Commanding Officer, upon receiving reasonable notice, will provide the Provincial Minister with any additional information, to the extent possible, relating to human resource and organizational planning of the Service.
-

- 8.5 The RCMP will use its best efforts to ensure that the percentage of recruits that are engaged from Alberta attains the annual average of the following two percentages:
- a) the percentage that the number of Members in the Division is of the number of Members in the RCMP; and
  - b) the percentage that the population of the Province is of the population of Canada.
-



**ARTICLE 9.0      EMERGENCIES & SPECIAL EVENTS**

9.1 If, in the opinion of the Provincial Minister an Emergency in an area of provincial responsibility exists or is likely to exist in the Province:

- a) the Provincial Police Service will, at the written request of the Provincial Minister made to the Commanding Officer, be redeployed to such extent as is reasonably necessary to maintain law and order, keep the peace and protect the safety of persons, property or communities; and
- b) Alberta will pay the costs of the redeployment including Salary, transportation and maintenance as follows:
  - i) Alberta will pay 70 per cent of such costs to Canada; and
  - ii) after 30 days from the redeployment Alberta will pay 100 per cent of such costs to Canada where the Emergency arises as a result of a municipal police strike or dispute, or the disbandment of a municipal police force for an area which is not normally policed by the RCMP.
- c) Alberta agrees to use reasonable efforts to as soon as practicable resolve any strike or dispute or to establish a new police service for that area.

9.2 a) In the circumstances described in paragraph 9.1(a) the Provincial Minister may, in writing, request the Commanding Officer or, if required, the Commissioner to temporarily increase the strength of the Provincial Police Service.

- b) If, in response to a request made under paragraph (a) such a temporary increase in strength is agreed and made, Alberta will pay to Canada 100 per cent of all of the costs of the increase including Salary, transportation and maintenance.
- c) Without limiting the discretion of the Commanding Officer or the Commissioner, as the case may be, under paragraph (b), and after consultation with the Provincial Minister, no such temporary increase in the size of the Provincial Police Service will be made if the Commissioner, having regard to the other responsibilities and duties of the RCMP, is of the opinion that such increase should not take place.

9.3 If, in the opinion of the Commissioner, an Emergency in an area of provincial responsibility exists or is likely to exist outside the Province:

- a) the Commissioner may, after consultation with the Provincial Minister and with the approval of the Federal Minister, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (and any necessary Equipment) to deal with such an Emergency;
-

- b) during the period of any withdrawal Alberta will not bear the Salary and incremental costs of the Members and Equipment withdrawn from the Provincial Police Service.

9.4 If, in the opinion of the Commissioner, there is a need to use part of the Provincial Police Service with respect to an Emergency in an area of federal responsibility that exists or is likely to exist anywhere in Canada:

- a) the Commissioner may, after consultation with the Provincial Minister, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (and any necessary Equipment) to perform any duties or functions to deal with such Emergency;
- b) if the Emergency exists inside the Province, Canada will pay all costs of the withdrawal and redeployment including Salary, transportation and maintenance as follows:
  - i) Canada will pay all such costs for the first 30 days at the cost-sharing ratio set out in subarticle 11.1;
  - ii) after 30 days, Canada will pay 100 per cent of all such costs; and
- c) if the Emergency exists outside the Province, Alberta will not bear the Salary and incremental costs of the Members and Equipment withdrawn.

9.5 If, in the opinion of the Commissioner, there is a need to use part of the Provincial Police Service with respect to a Major Event that exists or is likely to exist anywhere in Canada:

- a) the Commissioner may, in consultation with the Provincial Minister, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (and any necessary Equipment) to perform any duties or functions with respect to such Major Event;
- b) Canada shall pay 100 per cent of all costs of the withdrawal and redeployment including Salary, transportation and maintenance, for the duration of the entire Major Event.

9.6 Withdrawal or redeployment of Members from the Provincial Police Service in accordance with this Article will not extend for a period of more than 30 consecutive days without further consultation between the Federal Minister and the Provincial Minister.

---

- 9.7     a)     For the purpose of a Special Event, the Provincial Police Service will be redeployed to provide additional police resources as is reasonably necessary to maintain law and order, keep the peace and protect the safety of persons, property or communities.
- b)     For the purposes of paragraph (a), the redeployment of additional police resources will be based on the Provincial Police Service's operational assessment of the type of gathering, potential crowd behaviour and other situational factors. The duties to be performed by the additional police resources are to be in accordance with subarticle 2.2 and paragraph 2.3(a).
- c)     Alberta will pay all of the costs of the redeployment including Salary, transportation and maintenance at the cost-sharing ratio set out in subarticle 11.1.
-

**ARTICLE 10.0      MUNICIPALITIES**

- 10.1 Subject to any other Agreement between the Parties, the Provincial Police Service will not be required to perform any municipal policing services in any Municipality having a population of 5,000 or more.
- 10.2 The Parties acknowledge, subject to the approval of the Governor in Council of Canada and the Lieutenant Governor in Council of the Province, that:
- a) if on March 31, 2012, with respect to any Municipality, there was any agreement between Canada and the Municipality for the provision by the RCMP of a Municipal Police Service, that agreement may be replaced with a new Agreement dated April 1, 2012.
  - b) if on March 31, 2012, the RCMP provided Provincial Policing Services in any Municipality with a population of 5,000 or more, the Municipality will, if it wishes to continue to receive policing services from the RCMP, enter into a Municipal Policing Agreement.
  - c) if on March 31, 2012, the RCMP provided policing services in any Municipality that, during the term of this Agreement, attains a population of 5,000 or more the Municipality will, if it wishes to continue to receive policing services from the RCMP, enter into a Municipal Policing Agreement.
  - d) if during the term of this Agreement, the RCMP provided policing services to any area that was not a Municipality but becomes a Municipality with a population of 5,000 or more, the Municipality will, if it wishes to continue to receive policing services from the RCMP, enter into a Municipal Policing Agreement.
-

**ARTICLE 11.0      BASIS OF CALCULATION OF PAYMENT**

- 11.1 Subject to any other terms of this Agreement, in respect of each Fiscal Year Alberta will pay to Canada 70 per cent of the cost of providing and maintaining the Provincial Police Service as determined in accordance with this Article.
- 11.2 The cost referred to in subarticle 11.1 will include the following expenditures made by Canada in each Fiscal Year:
- a) the direct cost of providing and maintaining the Provincial Police Service in the Province, including:
    - i) all operation and maintenance costs such as Salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies, payments in lieu of taxes, and miscellaneous operational expenses as established by the RCMP's Chart of Accounts;
    - ii) all costs of Equipment purchases, except if the cost for an Equipment purchase is equal to or exceeds \$150,000 and if the Provincial Minister has requested that such cost for that purchase be amortized in accordance with subparagraph 11.2(b)(x);
    - iii) subject to the written agreement of the Federal Minister, all expenditures made to acquire or construct Buildings, if the Provincial Minister has requested that such costs be included so as to pay for a Building in a manner other than under the accommodations program established under Article 12.
  - b) the indirect cost of providing and maintaining the Provincial Police Service, including:
    - i) the cost to Canada for the employer's Pension Contribution with respect to Members under the *Royal Canadian Mounted Police Superannuation Act*, the *Special Retirement Arrangements Act*, and the *Supplementary Retirement Benefits Act* determined by the report referred to in subarticle 11.8;
    - ii) the cost to Canada for the employer's Pension Contribution with respect to federal public service employees, which Pension Contribution shall be determined annually by reference to the Actuarial Report of the Office of Superintendent of Financial Institutions;
-

- iii) the cost to Canada for the employer's contributions made under the *Canada Pension Plan* for all employees, including, but not limited to:
    - A) Members, and
    - B) Support Staff, including Support Staff performing guard duties for lock-ups maintained by the Service;
  - iv) the cost to Canada of the employer's contributions for employment insurance for all employees, including, but not limited to:
    - A) Members, and
    - B) Support Staff, including Support Staff performing guard duties for lock-ups maintained by the Service;
  - v) the following administration costs related to a Division or Region:
    - A) core administration costs,
    - B) Earned Retirement Benefit, pay in lieu of leave, maternity, paternity, and parental leave,
    - C) special leave, and
    - D) health services,

calculated by dividing the total cost of such administration by the total FTE Utilization of Members in the Division or Region for the Fiscal Year (excluding Members who are assigned to administration in the Division or Region) and multiplying the result by the total FTE Utilization of Members in the Provincial Police Service for the Fiscal Year;
  - vi) for the Fiscal Years beginning April 1, 2012 and ending March 31, 2015, all the costs of recruiting, of the Cadet Training Program at Depot, and of the Police Dog Service Training Centre incurred by Canada (including costs such as payments in lieu of taxes, transportation of recruits, relocation of trainers to the training facility and the costs of relocation of recruits to their first posting but excluding those costs incurred in respect of Major Capital) will be deemed to be equal to the product obtained by multiplying \$3,500 by the FTE Utilization of Members in the Provincial Police Service for the Fiscal Year;
-

- vii) beginning April 1, 2015, the cost of recruiting, the Cadet Training Program at Depot, and the Police Dog Service Training Centre to be determined as follows:
- A) The average of all the costs incurred by Canada in respect of recruiting for the RCMP for the previous three Fiscal Years, divided by the average FTE Utilization of Members in the RCMP for the previous three Fiscal Years and multiplying that result by the FTE Utilization of Members in the Service for the Fiscal Year.
  - B) The average of all the costs incurred by Canada in respect of the Cadet Training Program at Depot (including costs such as payments in lieu of taxes, transportation of recruits and relocation of trainers to the training facility and the costs of relocation of recruits to their first posting but excluding those costs incurred in respect of Major Capital) for the previous three Fiscal Years, divided by the average FTE Utilization of Members in the RCMP for the previous three Fiscal Years and multiplying that result by the FTE Utilization of Members in the Service for the Fiscal Year.
  - C) The average of all the costs incurred by Canada in respect of the Police Dog Service Training Centre for the previous three Fiscal Year, less the average of any revenues received by Canada in respect of the sale of any dogs or provision of training services to third parties for the previous three Fiscal Years, divided by the average FTE Utilization of Police Dog Service teams utilized by the RCMP for the previous three Fiscal Years and multiplying that result by the total FTE Utilization of Police Dog Service Teams in the Service for the Fiscal Year.
- viii) the cost of maintaining and providing the Police Records and Occurrence System (PROS) to be calculated by dividing the total cost to Canada of maintaining and providing the PROS, exclusive of any costs as may be agreed in writing between the Parties, by the total number of system users and multiplying by the total FTE Utilization of Members in the Provincial Police Service for the Fiscal Year;
- ix) the cost incurred by Canada in providing security at points of entry in respect of the Provincial Police Service, including at divisional or regional headquarters determined on a proportional basis relative to the total occupancy of the building;
- x) if any item of Equipment - Type A costs at least \$150,000 and if requested by the Provincial Minister, an amount equivalent to the straight line amortization of the capital cost over the estimated life of that item of equipment, together with interest at a rate equal to the Applicable CRF Lending Rate on the unpaid balance of the capital cost. The estimated life
-

of that item of equipment will be no longer than the period determined by the RCMP to depreciate such equipment and the amortization period will not exceed the estimated life of that item of equipment. The Provincial Minister may also specify an amortization period that is shorter than the estimated life of the item of equipment;

- xi) the cost of maintaining and providing the Public Complaints Commission to be calculated in each Fiscal Year by dividing the total cost to Canada of maintaining and providing the Public Complaints Commission for that Fiscal Year by the total FTE Utilization of Members in the RCMP in that same Fiscal Year and multiplying the result by the FTE Utilization of Members in the Provincial Police Service in that same Fiscal Year;
  - xii) the cost for legal advisory services received by the RCMP in direct support of providing and maintaining the Provincial Police Service within the Province, and those costs are to be calculated by:
    - A) dividing the applicable base amount determined in accordance with clauses B and C by the total FTE Utilization of Members in all the police services of each province, territory and municipality with which Canada has an agreement similar to this Agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year;
    - B) for the Fiscal Year beginning April 1, 2012 and ending March 31, 2013, the applicable base amount is to be \$2,000,000; and
    - C) each base amount established under this Agreement will be adjusted in the next following Fiscal Year to establish a new base amount to be applicable to that next following Fiscal Year, such adjustment is to be calculated on the basis of any change during the immediately preceding Fiscal Year in the National Consumer Price Index determined by Statistics Canada, such adjustment to be made immediately following when that change becomes known.
    - D) The initial value of the Consumer Price Index will be \_\_\_\_\_, for the month of November 2011, as set out in Table 6 of the Consumer Price Index, published by Statistics Canada.
    - E) For greater certainty, the costs for legal advisory services are not to include those costs related to a matter where Canada and Alberta are adverse in interest or if the costs are excluded by operation of subparagraph 11.2(c)(iii) or subarticle 11.7.
-



- xiii) the costs incurred by Canada to provide and maintain the enhanced reporting and accountability capacity to provide improved administration of this Agreement, and those costs are to be calculated by:
- A) dividing the applicable base amount determined in accordance with clauses B and C by the total FTE Utilization of Members in all the police services of each province, territory and municipality with which Canada has an agreement similar to this Agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year;
  - B) for the Fiscal Year beginning April 1, 2012 and ending March 31, 2013, the base amount is to be \$2,500,000; and,
  - C) each base amount established under this Agreement will be adjusted in the next following Fiscal Year to establish a new base amount to be applicable to that next following Fiscal Year, such adjustment is to be calculated on the basis of any change during the immediately preceding Fiscal Year in the National Consumer Price Index determined by Statistics Canada, such adjustment to be made immediately following when that change becomes known.
  - D) The initial value of the Consumer Price Index will be \_\_\_\_\_, for the month of November 2011, as set out in Table 6 of the Consumer Price Index, published by Statistics Canada.
  - E) The Parties acknowledge that the enhanced reporting and accountability capacity will, to the extent reasonably possible, generate such reporting as may be required under the terms of this Agreement.
  - F) The Parties agree that the resources dedicated to such capacity may only be increased by agreement between Canada and all of provinces and territories with which Canada has an agreement similar to this Agreement, and if an increase is agreed to, that the base amount will be revised by agreement in writing.
  - G) The Parties commit to work together to avoid a duplication of existing capacity within the Service and to explore ways in which they can better utilize that capacity to provide improved administration of this Agreement.
-

- c) the direct cost of the Provincial Police Service in the Province will not include:
  - i) the cost of interdivisional transfers of personnel or equipment;
  - ii) the cost of equipment if such cost is \$150,000 or more per item and if the Provincial Minister has requested that such cost be amortized under subparagraph 11.2(b)(xi).
  - iii) the cost of any civil action, compensation claim, *ex gratia* payment or claim for associated legal fees; and
  - iv) the cost incurred by Canada in respect of providing point of entry security for federal buildings other than divisional or regional headquarters.

11.3 For purposes of determining costs pursuant to this Article, any Member who is on:

- a) sick leave or suspended for more than 30 consecutive days,
- b) parental leave,
- c) a training course not related to the Provincial Police Service, or
- d) pension retirement leave

will be deemed not to be in the Provincial Police Service and the costs relating thereto will be allocated to divisional administration.

11.4 There will be deducted from the cost payable by Alberta in respect of the Provincial Police Service:

- a) 70 per cent of any refunds or reimbursements subsequently obtained by Canada with respect to any expenses that were paid by Alberta as a direct cost;
  - b) 70 per cent of the revenue received by Canada from leased accommodations and Living Quarters deductions from Members utilized by Canada to provide and maintain the Service;
  - c) 70 per cent of any revenue received by Canada from a municipality in respect of accommodations also paid for by Alberta; and
  - d) 70 per cent of any amount received by Canada from the sale, transfer out of the Service or other disposition of any item of Equipment that cost less than \$150,000 and that was purchased by Canada for use in the Service.
-

- 11.5 Canada will pay 100 per cent of all of the costs incurred in respect of the External Review Committee and the Staff Relations Representative Program or their respective successors.
- 11.6 In respect of the Provincial Police Service, Alberta will pay to Canada 100 per cent of all of the following costs:
- a) hospitalization, medical examination or treatment, including mental health examination or treatment, for any person in the custody of the RCMP except if such costs have been incurred in the obtaining of evidence;
  - b) witness fees, transportation, maintenance and escort costs for persons (except for Members and Support Staff) required as witnesses in criminal and civil proceedings and proceedings under provincial laws;
  - c) conveyance by a third party that is obtained by a Member of the Service for a disabled, injured, ill or deceased person if the cost of the service is not paid by or on behalf of the person or their estate;
  - d) all incremental costs incurred when, at the request of Alberta, the scope and duration of a search and rescue operation is extended beyond that which the Commanding Officer considers to be appropriate in the circumstances and the Commanding Officer has so advised the Provincial Minister.
- 11.7
- a) In the event that any Member utilized in the Provincial Police Service receives, by virtue of provincial legislation, the benefit of any statutory defence to any claim or action and in connection therewith Alberta may be or may become liable for any of the payments contemplated by subparagraph 11.2(c)(iii), Canada will indemnify and hold harmless Alberta with respect to any such claim or action and Canada will assume the conduct and the carriage of any proceeding relating to such claim.
  - b) Alberta will promptly notify Canada of any claim or action referred to in paragraph (a).
  - c) If Alberta should compromise or settle any such claim or action without the consent of Canada, Canada will not be liable to indemnify or save harmless Alberta.
-

11.8 “Accounts” means each of the accounts established under the *Royal Canadian Mounted Police Superannuation Act*, under the *Special Retirement Arrangements Act*, and under the *Supplementary Retirement Benefits Act*.

- a) There will be a pension panel (the “panel”) consisting of three members; Canada will appoint one member; the Provinces and Territories with which Canada has an agreement similar to this Agreement will together appoint the second member; and the two members so appointed will together appoint a third member who will act as the chairperson.
  - b) The panel will review and report upon the rate of Pension Contribution by Canada with respect to the *Royal Canadian Mounted Police Superannuation Act* and the *Supplementary Retirement Benefits Act*; the report will be made every three years or as otherwise determined by the panel based on the availability of the relevant Report of the Office of the Superintendent of Financial Institutions and, will establish the amount that will be used, for the purposes of this agreement, as a substitute for the Pension Contributions for the next period.
  - c) The first report will be made for the three-year period commencing April 1, 2014.
  - d) For all periods the panel will determine the rate by both a prospective and retrospective review of the relevant information.
  - e) In preparing any of its reports, the panel will use the following practices and principles:
    - i) when conducting a retrospective review, the panel will establish its processes in accordance with generally accepted accounting and actuarial principles;
    - ii) when conducting a prospective review, the panel will use the assumptions and the database of the relevant Report of the Office of the Superintendent of Financial Institutions;
    - iii) for all purposes of its deliberations, the panel will assume that Canada's contributions will be made in accordance with the report of the panel;
    - iv) for each report under this Agreement, the surplus/deficit values determined in the immediately preceding pension panel report will be used to determine the corresponding opening values of the immediately subsequent report;
    - v) for greater clarity, the surplus/deficit values used to determine the substitute of the rate of Pension Contribution, being the surplus/deficit values determined in accordance with (iv), will reflect the historical practice of the panel of determining a split between “shareable” and “non-shareable” surplus/deficit values;
-

- vi) any shareable surpluses or deficits in the Accounts will be amortized by the panel's calculations using generally accepted accounting and amortization principles; the appropriate amortization period (which may extend beyond the term of this Agreement) will be determined by the panel;
  - vii) unless the parties otherwise agree, upon the termination of this Agreement the panel will make binding recommendations with respect to the settling of the final contribution, or reimbursement, relating to Pension Contribution between the parties;
  - viii) for the purpose of making any determination affecting either Alberta or Canada, the Accounts will be treated as a single account.
-

**ARTICLE 12.0      ACCOMMODATIONS PROGRAM****Governing Principles**

- 12.1 The Parties agree to establish an accommodations program of works based on the following principles:
- a) sustainability of the program in all provinces and territories with which Canada has an agreement similar to this Agreement;
  - b) providing for a transition to a program that is based on sharing of actual costs;
  - c) affordability of the program to both Parties;
  - d) increasing accountability and transparency by institutionalizing the practices of joint planning and regular reporting;
  - e) providing a flexible program that is responsive to the particular needs of Alberta; and
  - f) using the monies paid by Alberta under the Accommodations Program Charge to support the accommodations program in the Province.

**Purpose and Scope of the Accommodations Program**

- 12.2 Accommodations supplied by Canada for use by the Provincial Police Service will be of a standard that is necessary for the Service to carry out its responsibilities under this Agreement.
- 12.3 Under the accommodations program of works Canada agrees to maintain, renovate, replace or increase the number of Buildings and Living Quarters in accordance with the Divisional Major Capital Plan, the Divisional Minor Capital Plan, and the Divisional Living Quarters Plan.
- 12.4 Alberta will pay to Canada an amount equal to 70 per cent of the total expenditures made by Canada in respect of the obligation described in subarticle 12.3, except those expenditures made by Canada in respect of acquiring land. Such payments are to be made in accordance with this Article.
- 12.5 Canada, in carrying out its responsibilities under this Article, will do so in accordance with applicable laws and in accordance with its own legislation, regulations, policies, practices, procedures, and directives of the Treasury Board of Canada.
-



12.6 The Parties agree that:

- a) any requirement to renovate, replace or acquire new divisional or regional headquarter buildings will be by means of a separate agreement; and
- b) subject to the written agreement of the Federal Minister, any costs that are agreed to be shared in respect of those headquarter buildings may be included in this Agreement through an adjustment to the Accommodations Program Charge to be tracked as a line-item and to be made by amendment in accordance with Article 25.

12.7 It is agreed that if there is a requirement for works under the accommodations program that are greater than the RCMP can reasonably undertake as based on Alberta's payment under the Accommodations Program Charge in accordance with subarticle 12.18, then:

- a) subject to the approval of the Federal Minister and the Provincial Minister, there will be an increase made to the Accommodations Program Charge in order to account for the increase in projected costs; or
- b) the terms and conditions under which the works would be undertaken will be subject to a separate agreement and that the cost share established in subarticle 12.4 will apply.

12.8 Despite any payments made by Alberta under this Agreement, there shall be no transfer, granting or creation of any interest in real property or a license, as those terms are defined in the *Federal Real Property and Federal Immovables Act*, from Canada in favour of Alberta. All of the real property that is held, acquired, used or administered by Canada to provide and maintain the Provincial Police Service shall remain at all times the sole property of Canada. For greater certainty, Canada and Alberta agree that no real property interest whatsoever, or a licence are acquired, created or implied by this Agreement.

#### **Setting of the Projected Plans and Budgets**

12.9 The Plans for Divisional Major Capital, Divisional Minor Capital, and Divisional Living Quarters for the Provincial Police Service are to be determined for each Fiscal Year by the RCMP in consultation with the Provincial Minister, and such plans are to address standards and designs.

12.10 The Projected Budgets for Divisional Major Capital, the Divisional Minor Capital, and the Divisional Living Quarters for the Provincial Police Service are to be determined for each Fiscal Year by the RCMP in consultation with the Provincial Minister.

---

12.11 It is agreed that:

- a) each plan established under subarticle 12.9 will be recorded in Annex 'C' of this Agreement; and
- b) each Projected Budget established under subarticle 12.10 will be recorded in Annex 'D' of this Agreement.

*Movement of Monies between Budgets*

- 12.12 a) It is agreed that monies paid under the Accommodations Program Charge in respect of the Projected Budgets for Divisional Major Capital, the Divisional Minor Capital, and the Divisional Living Quarters may be transferred by the RCMP between those budgets in any Fiscal Year, up to a maximum of 20 per cent of the originating budget without prior approval and the transfer may also include amounts above 20 per cent with the prior written approval of the Provincial Minister.
- b) If monies amounting to a cumulative total of less than 20 per cent are moved, the RCMP will notify Alberta as soon as practicable.

**Setting of the Accommodations Program Charge**

*The Accommodations Program Charge for Fiscal Year 2012-2013*

12.13 The Accommodations Program Charge for the Fiscal Year beginning April 1, 2012 is \$\_\_\_\_\_.<sup>1</sup>

---

<sup>1</sup> Explanatory note: The Accommodations Program Charge for FY 2012-13 is equal to the total of the projected total financial commitment set out in each of the Divisional Major Capital Projected Budget, the Divisional Minor Capital Projected Budget, and the Divisional Living Quarters Projected Budget for that Fiscal Year. The budgets are subject to finalization following Canada - Alberta implementation discussions.

The Divisional Major Capital Plan, the Divisional Minor Capital Plan, and the Divisional Living Quarters Plan for the Provincial Police Service in respect of that Fiscal Year will be set out in Annex 'C'.

The Divisional Major Capital Projected Budget, the Divisional Minor Capital Projected Budget, and the Divisional Living Quarters Projected Budget for the Provincial Police Service in respect of that Fiscal Year will be set out in Annex 'D'.

---

*Adjustment to the Accommodations Program Charge for NB-CPI*

- 12.14 a) Each Accommodations Program Charge established under this Agreement, other than those Accommodations Program Charges established in respect of the Fiscal Years beginning April 1, 2017, April 1, 2022, and April 1, 2027, will be adjusted, as calculated in accordance with paragraph (b), in the next following Fiscal Year to establish a new Accommodations Program Charge to be applicable to that next following Fiscal Year.
- b) The adjustment to each Accommodations Program Charge is to be calculated on the basis of any change during the immediately preceding Fiscal Year in the Non-residential Building Construction Price Index (NB-CPI), and the adjustment is to be made immediately following when that change becomes known.
- c) For the purposes of paragraph (b), the applicable NB-CPI will be that determined by Statistics Canada in respect of the City of Calgary, or any other NB-CPI determined for a jurisdiction that may reasonably be substituted for the Province that may be agreed to in writing, from time to time, between the Parties.

**Five-Year Reconciliation**

- 12.15 a) During the Fiscal Years beginning April 1, 2016, April 1, 2021 and April 1, 2026 respectively, there will be a Five-Year Reconciliation undertaken and completed by the Parties.
- b) The results of each Five-Year Reconciliation will inform the setting of the projected plans and budgets determined under subarticle 12.9 and subarticle 12.10 in respect of each next following Fiscal Year.
- c) As part of each Five-Year Reconciliation the RCMP will:
- i) determine the aggregate of expenditures made by Canada in respect of the accommodations program of works undertaken in accordance with this article during the previous Fiscal Years of this Agreement;
  - ii) determine the aggregate of payments by Alberta made under paragraph 12.18 during the previous Fiscal Years of this Agreement;
-

- iii) determine, in consultation with the Provincial Minister, what changes, if any, should be made to the Plans for Divisional Major Capital, Divisional Minor Capital, and Divisional Living Quarters to either increase or decrease the pace of the accommodations program undertaken;
  - A) for greater certainty, the Parties agree that in no event will a decrease in the pace of the works undertaken in respect of the accommodations program be made if such a decrease will affect the sustainability of the program;
- iv) determine, in consultation with the Provincial Minister, what changes, if any, should be made to the Projected Budgets for Divisional Major Capital, the Divisional Minor Capital, and the Divisional Living Quarters to either increase or decrease the Accommodations Program Charge in respect of the Fiscal Years to begin April 1, 2017, April 1, 2022, and April 1, 2027;
  - A) for greater certainty, the Parties agree that in no event will a decrease to the Accommodations Program Charge be made if the decrease will affect the sustainability of the accommodations program.

*Setting the Accommodations Program Charge Following the Five-Year Reconciliation*

12.16 Following the Five-Year Reconciliation described in subarticle 12.15, an Accommodations Program Charge in respect of the Fiscal Years beginning April 1, 2017, April 1, 2022, and April 1, 2027 will be established by adding the projected total financial commitment set out in each of the Divisional Major Capital Projected Budget, the Divisional Minor Capital Projected Budget and the Divisional Living Quarters Projected Budget in respect of each of those Fiscal Years respectively.

**Payments by Alberta**

12.17 Expenditures made by Canada for the accommodations program in respect of:

- a) acquiring, constructing or renovating a Building,
- b) Minor Capital, and
- c) Living Quarters

that are not included in the direct costs of the Service under subparagraph 11.2(a)(iii) in any Fiscal Year will be paid for by Alberta as follows.

*Under the Accommodations Program Charge*

12.18 In each Fiscal Year during the term of this Agreement, Alberta will pay an amount equal to the applicable Accommodations Program Charge for that Fiscal Year.

---

*Schedule of Payments under Annex 'E' – Reduction of Deferred Amounts Otherwise Owing*

- 12.19 Alberta will make payments each Fiscal Year in accordance with the attached schedule of payments set out in Annex E' towards the deferred amount projected to be left owing at the end of the term of this Agreement.
- 12.20 The Parties agree that the schedule of payments in Annex 'E' is to be formulated so as:
- a) to require Alberta to pay, as of March 31, 2032, 70 per cent of the total expenditures projected to be made by Canada in respect of the obligation described in subarticle 12.3 during that Fiscal Year; and
  - b) to minimize or eliminate the deferred amount projected to be left owing by Alberta at the end of this agreement.
    - i) For greater certainty, the amount to be paid in accordance with Annex 'E' and credited under subarticle 12.22 together with the amount paid under the Accommodations Program Charge in respect of buildings used as detachments will be used to determine if Alberta is projected to be paying 70 per cent of the aforementioned expenditures as of March 31, 2032.

*Revisions to the Schedule of Payments Following each Five-Year Reconciliation*

- 12.21 If, following the completion of a Five-Year Reconciliation, it is determined that the scheduled payments are no longer projected to result in Alberta paying, as of March 31, 2032, 70 per cent of the total expenditures, Alberta agrees that the schedule of payments in Annex E' will be revised in each next following Fiscal Year to re-establish a schedule of payments that is projected to result in Alberta paying, as of March 31, 2032, 70 per cent of the expenditures projected to be made by Canada in respect of the obligation described in subarticle 12.3 in that Fiscal Year.

*Credit for the Present Value of Monies Paid towards Deferred Amounts Otherwise Owing*

- 12.22 a) Every dollar (\$1) paid in accordance with the schedule in Annex 'E' will be a credit towards the amount left owing at the end of this Agreement to be paid in accordance with subarticle 12.25 as if each dollar were a dollar plus an amount equal to the percentage of increase in value to be applied to every dollar (\$1) paid during that Fiscal Year as identified in column 'F' of Annex 'E'.
- b) In no event will the percentage of increase in value identified in column 'F' of Annex 'E' be subject to further review.
-

- 12.23 a) Despite paragraph 12.22(a), if Alberta fails to make any payment due in accordance with the schedule in Annex E' the aggregate of any payments made prior to that time will be treated as if they were payments made during the Fiscal Year in which the failure to make a scheduled payment occurs and each dollar will be credited as if it were a dollar plus an amount equal to the percentage of increase in value to be applied to every dollar (\$1) paid during the Fiscal Year of that failure as identified in column 'F' of Annex 'E'; and
- b) following any such failure, subject to the prior agreement of the Federal Minister in writing, the Province may resume making payments in accordance with the schedule in Annex 'E'.

*Additional Lump Sum Payments towards the Reduction of Deferred Amounts Otherwise Owing*

- 12.24 In addition to the payments to be made in accordance with Annex 'E', in any Fiscal Year if the Federal Minister and the Provincial Minister so agree, Alberta may make additional payments towards the deferred amount projected to be left owing at the end of the term of this Agreement.

Subject to paragraphs (a) and (b), the terms of and timing of additional payments are to be agreed to in writing between the Parties.

- a) If Alberta has made each payment scheduled in Annex 'E', then every dollar (\$1) paid under this subarticle will be a credit towards the amount left owing as if each dollar were a dollar plus an amount equal to the percentage of increase in value to be applied to every dollar (\$1) paid during that Fiscal Year as identified in column 'F' of Annex 'E'.
- b) If Alberta has not made each payment scheduled in Annex 'E', then every dollar (\$1) paid under this subarticle will be a credit towards the amount left owing as if every dollar were a dollar (\$1).

*Payment of the Deferred Amount Left Owing at the End of this Agreement*

- 12.25 At the end of the term of this Agreement or at the termination of this Agreement, Alberta will pay to Canada the total amount that it owes in respect of the expenditures made by Canada for the accommodations program provided by Canada in respect of the obligation described in subarticle 12.3 that are to be shared by Alberta under subarticle 12.4, and
- a) payment is to be made no later than 180 days following the receipt of an invoice from Canada for that amount;
- b) the amount that remains owing by Alberta is to be calculated in accordance with subarticle 12.26.
-

*Calculation of the Deferred Amount Left Owing at the End of this Agreement*

12.26 The total amount owing by Alberta under subarticle 12.25 is to be calculated by:

- a) determining the aggregate of expenditures made by Canada in respect of the obligation described in subarticle 12.3 during the life of this Agreement, and subtracting from that aggregate:
  - i) the aggregate of payments by Alberta made under paragraph 12.18 during that same period, together with
  - ii) the total amount of the credit determined in accordance with subarticles 12.22, 12.23, and 12.24.
- b) any expenditure made by Canada for which Alberta has already paid its share by including that share of the direct costs of the Service during any Fiscal Year by operation of subparagraph 11.2(a)(iii) will not be included when determining the aggregate of expenditures made by Canada; and
- c) the payments made by Alberta under subparagraph 11.2(a)(iii) will not be included when determining the aggregate of payments made by Alberta.

12.27 In no event will the credit determined under subarticles 12.22, 12.23, and 12.24 result in an amount becoming owing to Alberta as a result of the calculation described in subarticle 12.26.

**Survival of Payment Obligations**

12.28 Despite any other provision of this Agreement, the amount owed under paragraph 12.25 will survive the expiration or termination of this Agreement until it is paid in its entirety.

**Reporting and Accountability**

12.29 The Parties acknowledge that the reporting and accountability in respect of the accommodations program are included in such provisions as:

- a) the consultation, planning, and reporting undertaken in respect of the setting of the plans and budgets described in subarticles 12.9 and 12.10;
  - b) the consultation and reporting undertaken in the Five-Year Reconciliation described in subarticle 12.15;
  - c) the planning and reporting described in Article 18 (Financial Planning and Reporting);
-



- d) the ability to undertake bilateral reviews under Article 20; and
  - e) the reporting and accountability provisions of Article 21 (Contract Management Committee).
-

**ARTICLE 13.0      REMOVAL OF BUILDINGS & LIVING QUARTERS AND  
TRANSFER OF BUILDINGS, LIVING QUARTERS & LAND**

- 13.1 If any Building or Living Quarters that Canada acquired, constructed, or renovated during the term of this Agreement is removed by Canada from the use of the Provincial Police Service, the accountability for that Building or Living Quarters will be dealt with in accordance with the following provisions:
- a) if Alberta paid in full, by operation of subparagraph 11.2(a)(iii), for the expenditures related to the acquisition, construction or renovation of the Building or Living Quarters Alberta will be credited 70 per cent of the Fair Market Value of the Building or Living Quarters less all reasonable costs incurred by Canada in the disposition of the land and Buildings or Living Quarters including the costs incurred as a result of any requirements imposed by law;
  - b) if Alberta has not yet paid its full share of the expenditures owing, Alberta will be credited with a percentage of the Fair Market Value of the Building or Living Quarters that is equal to the proportion of the amounts paid by Alberta for that Building or Living Quarters up to the time of removal divided by the original expenditures made by Canada, less all reasonable costs incurred by Canada in the disposition of the land and Building or Living Quarters including the costs incurred as a result of any requirements imposed by law;
  - c) the Fair Market Value referred to in paragraph (a) and (b) is to be determined as of the time immediately preceding the removal of the Building or Living Quarters and is exclusive of any amount attributable to the value of the land; and
  - d) if any amount remains owing in respect of a Building or Living Quarters, the payments left owing will cease in the Fiscal Year when the Building or Living Quarters was removed.
- 13.2 Subject to all applicable laws and any necessary approval by Canada, the ownership of any land and Buildings or Living Quarters held by Canada and used for the provision of the Provincial Police Service and no longer required by Canada may, at the option of Alberta, be acquired through a transfer of administration under a separate agreement.
- 13.3 In the event of the expiry or termination of this Agreement, it is agreed that to acquire land and such Buildings or Living Quarters situated thereon that are no longer required by Canada that Alberta will pay Canada an amount equal to:
- a) the Fair Market Value for the Buildings or Living Quarters, less the amount equal to the proportion of the original costs incurred by Canada in respect of that Building or Living Quarters that have already been paid by Alberta;
  - b) the Fair Market Value of the land; and
-

- c) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.

13.4 Despite 13.3, in the event of the expiry or termination of this Agreement, it is agreed that to acquire any land and any building used as a detachment situated thereon that is no longer required by Canada Alberta will pay to Canada an amount equal to:

- a) if the building has been used as a detachment since before April 1, 1992, until the time of the expiry or termination:
    - i) 30 per cent of the Fair Market Value of the building;
    - ii) the Fair Market Value of the land; and
    - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
  - b) if the building was first used as a detachment at some time between April 1, 1992 and March 31, 2012, and continues to be used as a detachment at the time of the termination:
    - i) the Fair Market Value of the building less the credit granted for the number of Fiscal Years that detachment was used, which credit is equal to a percentage of that Fair Market Value determined in accordance with Annex 'F';
    - ii) the Fair Market Value of the land; and
    - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
  - c) if the building was first used as a detachment at some time between April 1, 1992 and March 31, 2012 and continues to be used as a detachment on March 31, 2032:
    - i) 30 per cent of the Fair Market Value of the building;
    - ii) the Fair Market Value of the land; and
    - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
-

- 13.5 a) The option to acquire land and such Buildings or Living Quarters situated thereon that are no longer required by Canada may only be exercised by Alberta if it has provided notice in writing of the intent to exercise that option, and
- i) in the event of termination such notice must be received by Canada at least 6 months prior to the date of the intended termination; or
  - ii) in the event of expiry such notice must be received by Canada at least 3 months prior to the date of the expiry.
- b) If Canada receives such a notice then within 6 months following the effective date of termination or expiry Canada will identify which land or such Buildings or Living Quarters situated thereon that Canada continues to require and will inform Alberta of such by notice.
- 13.6 For greater certainty, unless the Parties agree otherwise, the option to transfer administration and the credits established under this article will cease to apply at the earlier of the following two dates:
- a) the effective date of termination or expiry if Alberta has not provided notice under paragraph 13.5(a); or
  - b) 12 months from the receipt by Alberta of the notice required under paragraph 13.5(b).
-

**ARTICLE 14.0      EQUIPMENT**

- 14.1    a)      Equipment supplied by Canada for use by the Provincial Police Service will be of a standard and quantity that is necessary for the Service to carry out its responsibilities under this Agreement.
- b)      Canada, in procuring such Equipment, will do so in accordance with its own procurement practices and procedures, directives of the Treasury Board of Canada and the *Government Contract Regulations*.
- 14.2    If any item of Equipment - Type A that was purchased during this Agreement by Canada at a cost of more than \$150, 000 for the Provincial Police Service is lost, damaged, destroyed or removed from the Provincial Police Service, the financial consequences from the loss, damage, destruction or removal of that item will be determined as follows:
- a)      if Alberta paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, Alberta will be credited 70 per cent of the Fair Market Value, if any, of that item;
- b)      if Alberta has not yet paid its full share of the purchase cost of the item, Alberta will be credited with a percentage of the Fair Market Value of that item that is equal to the proportion of the amounts paid by Alberta for that item, exclusive of interest, up to the time of loss, damage, destruction or removal divided by the original acquisition costs incurred by Canada for that item;
- c)      the Fair Market Value referred to in paragraphs (a) and (b) is to be determined as of the time immediately preceding the loss, damage, destruction or removal of the item; and
- d)      if any item of Equipment is subject to amortization in accordance with subparagraph 11.2(b)(x) the payments will cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.
-

## **ARTICLE 15.0      TRANSFER OF OWNERSHIP OF EQUIPMENT**

15.1 In the event of the expiry or termination of this Agreement:

- a) subject to subarticle 15.2, the ownership of any item of Equipment that was purchased by Canada for the Provincial Police Service and in respect of which Alberta has paid its full share, will, at the option of Alberta:
  - i) be transferred to Alberta after it pays to Canada an amount equal to the amount that the current Fair Market Value exceeds the amount, exclusive of interest, that was already paid to Canada by Alberta for that item of Equipment; or
  - ii) remain vested in Canada, in which case Canada will credit Alberta with the amount, if any, by which the current Fair Market Value exceeds the amount that Canada paid for that item of Equipment;
- b) subject to subarticle 15.2, if any item of Equipment - Type A that cost more than \$150,000, was purchased by Canada for the Provincial Police Service and amortized under subparagraph 11.2(b)(x) and Alberta has not yet paid its full share of the expenditures owing for that item of Equipment, then the ownership of that item of Equipment will, at the option of Alberta:
  - i) be transferred to Alberta after it pays to Canada an amount equal to the amount that the current Fair Market Value exceeds the amount, exclusive of interest, that was already paid to Canada by Alberta for that item of Equipment; or
  - ii) remain vested in Canada, in which case Canada will credit Alberta with a percentage of the Fair Market Value that is equal to the proportion of the amounts paid by Alberta for that item, exclusive of any interest, up to the time of the expiry or termination divided by the original acquisition costs incurred by Canada for the item and, any amortized amount remaining owing by Alberta in respect of that item of equipment will cease;
- c) the Fair Market Value referred to in paragraphs (a) and (b) is to be determined as of the time immediately preceding the termination or expiry.

15.2 The option to transfer ownership of an item of Equipment referred to in paragraphs 15.1 (a) and (b) may only be exercised by Alberta if it has provided notice in writing of the intent to exercise that option, and

- a) in the event of termination such notice must be received by Canada at least 6 months prior to the date of the intended termination; or
-

- b) in the event of expiry such notice must be received by Canada at least 3 months prior to the date of the expiry; and
  - c) the transfer must be completed within 6 months following the effective date of termination or expiry, unless the Parties agree otherwise.
-



**ARTICLE 16.0      JAILS AND LOCK-UPS**

- 16.1 Canada is under no obligation to maintain any jails for prisoners committed to custody for less than two years for an offence committed within the Province against the *Criminal Code* or the laws of the Province but, if necessary due to remoteness or the absence of an efficient alternative, such prisoners may be held in lock-ups maintained by the RCMP. The number and size of police lock-ups presently maintained by the RCMP will continue to be maintained by the RCMP and will not be reduced without prior consultation with the Provincial Minister.
-

**ARTICLE 17.0      METHOD OF PAYMENT**

- 17.1 a) Subject to paragraph (c), all amounts payable by Alberta will be due 45 days from the date of receipt of an invoice from Canada; payment will be made by cheque payable to the Receiver General for Canada and sent to the Commissioner in Ottawa, or as Canada might otherwise direct in writing, by registered mail; if the Commissioner and the Provincial Minister agree in writing, payments may be made by any other method.
- b) Canada will invoice for payment on a quarterly basis, on or about July 1, October 1, January 1 and March 31 in each Fiscal Year; with the invoices being for the four periods ending June 30, September 30, December 31, and March 31, respectively, and each invoice will cover 1/4 of the estimated cost of the Provincial Police Service for that Fiscal Year.
- c) Any deficiency in payment or over-payment by Alberta in one Fiscal Year will be credited to or debited against Alberta, as the case may be, and will be reflected in the first invoice of the succeeding Fiscal Year.
- 17.2 It is agreed that the payment of money by Alberta that becomes due under this Agreement is subject to an appropriation being available in an amount sufficient for the payment in the Fiscal Year when the payment falls due.
- 17.3 It is agreed that the performance by Canada of its obligations under this Agreement, including the performance of duties and the rendering of services by the RCMP, are subject to an appropriation by Parliament that is of an amount that is sufficient for the performance of those obligations in each Fiscal Year.
-

**ARTICLE 18.0      FINANCIAL PLANNING & REPORTING**

- 18.1    a)    Each Fiscal Year the Commanding Officer and the Provincial Minister will, in an agreed upon format and schedule, exchange information necessary for the RCMP to prepare the projected Multi-Year Financial Plan for the Provincial Police Service for the consideration of the Provincial Minister in preparation of the annual budgets for the Service.
- b)    For the purposes of paragraph (a), the Multi-Year Financial Plan will cover a period of three Fiscal Years, or up to five Fiscal Years, as determined by the Provincial Minister, beginning on the first day of the next Fiscal Year.
- c)    For the purposes of paragraphs (a) and (b), the information exchanged between the Commanding Officer and the Provincial Minister will, at a minimum, address the following:
- i)    the number of positions required for the Provincial Police Service;
- ii)    budgetary considerations affecting the Provincial Police Service;
- iii)    the proposed multi-year infrastructure and equipment plans;
- iv)    any significant deviation between the budget for the previous Fiscal Year and expenditures for the current Fiscal Year; and
- v)    any other agreed upon information.
- d)    Each Fiscal Year the Commanding Officer will, on or before June 1, provide the Provincial Minister with the Multi-Year Financial Plan.
- e)    Each Fiscal Year the Provincial Minister will, on or before June 15, provide the Commanding Officer with the projected annual budget for the Provincial Police Service for the next Fiscal Year, as well as the projected budgets, if available, for the balance of the Multi-Year Financial Plan.
- f)    Each Fiscal Year the Provincial Minister will, to the extent they become available, provide the Commanding Officer with updates of the projected annual budget for the next Fiscal Year for the Provincial Police Service until the conclusion of the provincial budget process for the next Fiscal Year.
- 18.2    a)    The Provincial Minister will, at the conclusion of the provincial budget process for each Fiscal Year, provide to the Commanding Officer:
- i)    a written statement indicating the approved annual budget for the Provincial Police Service for that Fiscal Year; and
-

- ii) if available, a written statement indicating any changes to the projected annual budgets for the balance of the then current Multi-Year Financial Plan.
  - b) The Commanding Officer will seek approval from the Provincial Minister as soon as feasible with respect to any proposed changes to the said approved annual budget.
- 18.3 The Commanding Officer will at mutually agreeable intervals during the Fiscal Year, and in a standardized format, provide the Provincial Minister with the following:
- a) details of the year-to-date expenditures together with the forecasted expenditures for the remainder of the Fiscal Year including explanations of any material variances from the approved annual budget referred to in subparagraph 18.2(a)(i);
  - b) proposed changes or updates to the Service's multi-year infrastructure and equipment plans.
- 18.4 The Commanding Officer will, no later than three months following the conclusion of each Fiscal Year, provide the Provincial Minister in a standardized format with an accurate, detailed accounting of all actual expenditures for the Provincial Police Service, together with an explanation of any material variances from the approved annual budget referred to in subparagraph 18.2(a)(i).
- 18.5 The Commanding Officer will obtain the approval of the Provincial Minister prior to purchasing Equipment – Type A over \$150,000.
- 18.6 Each Fiscal Year the Commanding Officer will provide the Provincial Minister with a copy of the current RCMP's Chart of Accounts used to record financial transactions.
- 18.7 The Commanding Officer, being given reasonable notice, shall provide the Provincial Minister with any additional information reasonably relating to the financial implications of the Provincial Police Service.
- 18.8 In addition to the above, the Parties will work to continue to strengthen the overall administration of this Agreement including developing and implementing on-going initiatives to improve long-term financial planning, with a view to achieving greater predictability and transparency when budgeting for future policing costs.
-

**ARTICLE 19.0      DIRECTED REVIEWS OF THE SERVICE**

- 19.1 a) The Contract Management Committee (as defined in Article 21) may provide in writing to the RCMP matters to be considered for inclusion in the RCMP's departmental audit plan for activities undertaken in support of any Provincial or Territorial Police Service.
- b) The RCMP will provide the Contract Management Committee with a description of the matters relating to the Provincial Police Service that are included in the RCMP's departmental audit plan for each Fiscal Year.
- 19.2 a) In each Fiscal Year, the Commanding Officer will consult the Provincial Minister when developing the Division's plans for conducting Directed Reviews of the Service.
- b) The Provincial Minister may identify, following consultation with the Commanding Officer, specific Directed Reviews to be conducted of the Service or on the policing services provided under this Agreement.
- c) The Service will, to the extent possible, participate in any Directed Review identified under paragraph (b).
- d) The subject matter, scope, participation of provincial officials, and timing of any Directed Review undertaken in accordance with paragraph (b) will be determined between the Provincial Minister and the Commanding Officer.
- e) The Provincial Minister may request, which request may not be unreasonably denied, that an independent third-party mutually agreeable to the Parties be appointed to conduct Directed Reviews ("Independent Reviewer"). If the Provincial Minister does not request the appointment of an Independent Reviewer, Directed Reviews will be conducted by the Service.
- f) The Independent Reviewer will be provided with access to information relevant to the agreed-upon subject matter and scope subject to:
- (i) compliance with all applicable laws, federal policies and other requirements for the protection of information to which the RCMP is subject to, and
  - (ii) any Memorandum of Understanding entered into between the Commanding Officer and the Provincial Minister, if, in the opinion of the Provincial Minister or the Commanding Officer, such a Memorandum of Understanding is necessary or desirable.
-

- g) If an Independent Reviewer is appointed at the request of the Provincial Minister Alberta will pay 100 per cent of costs of that Directed Review.
  - h) Each report generated by an Independent Reviewer or the Service as a result of a Directed Review will be provided to both the Provincial Minister and the Commanding Officer as soon as practicable.
-

**ARTICLE 20.0      BILATERAL REVIEW**

- 20.1 The Parties may, in accordance with this Article, undertake bilateral reviews of matters arising out of the implementation of this Agreement, and prior to initiating a Dispute under Article 23 the Parties should give due consideration to undertaking such bilateral reviews.
  - 20.2 The frequency, scope and subject matter to be reviewed are subject to the agreement of the Parties.
  - 20.3 If one Party wishes to propose a matter for review, that Party will notify the other Party in writing of the matter it proposes to be reviewed, together with full written details thereof.
  - 20.4 If a Party is in receipt of a notice provided under subarticle 20.3 that Party will respond in writing as soon as practicable to provide notice of its agreement or counter-proposal, together with full written details thereof.
  - 20.5 In no event will the provisions of subarticle 11.1 and subarticle 12.4 (the cost share) be subject to further review, unless the Parties expressly agree otherwise.
  - 20.6 No amendment to this Agreement arising out of any review under this Article will take effect unless and until an agreement in writing has been duly executed as provided by subarticle 25.1.
-

**ARTICLE 21.0      CONTRACT MANAGEMENT COMMITTEE**

- 21.1 There will be a Contract Management Committee ("Committee" or "CMC") to support the delivery of professional, efficient and effective police services under this Agreement and to meet the evolving needs of each Party.
- 21.2 The Committee will provide a forum for information sharing between Committee representatives in order to foster timely consultation and collaboration on service delivery, policing policies, and other issues that will or may affect the governance, costs, quality or capacity of:
- a) the Service in any of the provinces or territories with representatives on the Committee; or
  - b) a RCMP Program.
- 21.3
- a) Issues and proposals that will or may affect governance, cost, quality or capacity of the Service, or a RCMP Program, will be brought to the Committee's attention in a reasonable and timely manner in order to allow for meaningful consultation and collaboration on such issues prior to decisions on such matters being made.
  - b) Without limiting the foregoing, the Committee will be consulted in advance with respect to any proposed addition or deletion to the cost items included in the cost base, as well as any other proposed change that affects the cost of the Service such as allocation formulas or costing methodologies.
  - c) Committee representatives will undertake best efforts to provide all relevant information on substantive issues and proposals under consideration in a timely manner.
  - d) The Committee will seek consensus on, and will make reasonable efforts to achieve effective and timely resolution of all matters brought to it for consideration.
- 21.4 With respect to RCMP Programs:
- a) The Commissioner will cause, in each Fiscal Year or at such other period as may be set by the Committee, a Multi-Year Financial Plan for the accommodations program provided for under Article 12 and the recruiting and training program referred to under subparagraph 11.2(b)(vii) to be provided to the Committee.
  - b) The Committee may on a reasonable basis and from time to time require that the Commissioner cause a Multi-Year Financial Plan to be provided to CMC in respect of RCMP Programs other than those described in paragraph (a).
-



- c) Once the Committee has required that the Commissioner cause a Multi-Year Financial Plan to be provided under paragraph (b) the RCMP's representative will make best efforts to provide a Multi-Year Financial Plan in accordance with this Article for that program.
  - d) Subject to paragraphs (a), (b) and (c), each Fiscal Year the Commissioner will cause a Multi-Year Financial Plan to be prepared and delivered to the Committee, no later than September 15, for each RCMP Program required.
  - e) For the purposes of paragraph (d), each Multi-Year Financial Plan will cover a period of at least three Fiscal Years that will begin on the first day of the next Fiscal Year.
  - f) For the purposes of paragraphs (d) and (e), the information in the Multi-Year Financial Plan will, at a minimum, address the following:
    - i) any budgetary considerations affecting the Service;
    - ii) any proposed multi-year infrastructure and equipment plans;
    - iii) any significant deviation between the Multi-Year Financial Plan for the previous Fiscal Year and the expenditures for the current Fiscal Year; and
    - iv) any other information necessary for the Committee's review and consultation.
- 21.5 In each Fiscal Year, the RCMP's representative will seek the views of the Committee in respect of any Multi-Year Financial Plan provided pursuant to paragraph 21.4(c), and, with the goal of achieving a consensus of support for those Plans among Committee representatives, will make reasonable efforts to achieve effective and timely resolution of all matters raised in respect of any Plan.
- 21.6 With respect to any Multi-Year Financial Plan provided to the Committee in accordance with sub-paragraph 21.4(c), if the Committee has not indicated a consensus of support for such Multi-Year Financial Plan by December 15 of that Fiscal Year, then the Committee Co-chair from the provinces and territories will, within a reasonable time, provide a written record to the Commissioner setting out the part, or parts, of the Multi-Year Financial Plan that was, or were, not supported by the Committee, and an explanation of why it was not supported.
- 21.7 If the Commissioner is in receipt of the written record referred to in subarticle 21.6 the Commissioner will, within a reasonable time, provide a written response to that record.
-

21.8 With respect to RCMP Programs, the RCMP's representative will provide the Committee with a description of the matters relating to the RCMP Programs that are included in the RCMP's departmental audit plan for each Fiscal Year:

- a) Each Fiscal Year, the RCMP's representative will consult the Committee when developing the plans for conducting Directed Reviews of a RCMP Program.
  - b) The Committee may request specific Directed Reviews be conducted on a RCMP Program.
  - c) The RCMP will, to the extent reasonably possible, participate in any Directed Review requested under paragraph (b).
  - d) The subject matter, scope and timing of any Directed Review undertaken in response to a request received under paragraph (b) will be determined between the RCMP's representative and the Committee.
  - e) The provinces and territories, through their Co-chair, may request that an independent third-party agreeable to the RCMP's representative be appointed ("Independent Reviewer") to conduct a Directed Review. If the Co-chair from the provinces and territories does not request the appointment of an Independent Reviewer, a Directed Review will be conducted by the RCMP, or in accordance with the RCMP's internal protocols, procedures, and practices.
  - f) The Independent Reviewer will be provided with access to information relevant to the agreed-upon subject matter and scope subject to:
    - i) compliance with all applicable laws, federal policies and other requirements for the protection of information to which the RCMP is subject to, and
    - ii) any Memorandum of Understanding entered into between the RCMP's representative and the Co-chair from the provinces and territories, if, in the opinion of the RCMP's representative, such a Memorandum of Understanding is necessary or desirable.
  - g) Each report generated by an Independent Reviewer or the RCMP in accordance with departmental audit protocols, procedures, and practices, as a result of a request made under paragraph (b), will be provided to both the Committee and the RCMP's representative as soon as practicable following its completion.
-

- h) If a Directed Review is conducted by an Independent Reviewer, Alberta's share of the costs incurred by Canada in respect of that Review will be included in the indirect costs of the Service, and that share is to be determined by:
    - i) dividing the total cost of the Review by the total FTE Utilization of Members in the police services of each province and territory with which Canada has an agreement similar to this Agreement and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year.
- 21.9
- a) The Committee will be comprised of one representative from each province and territory with which Canada has an agreement similar to this Agreement, one representative from the Department, and one representative from the RCMP.
  - b) The Committee will have two Co-chairs, one Co-chair from the provinces and territories and one Co-chair from the Department.
  - c) The Co-chairs, in consultation with all Committee representatives, are responsible for co-ordinating the issues to be considered by the Committee and, for determining the time, manner and place of each meeting.
- 21.10
- a) The Committee may:
    - i) set its operating procedures, such procedures will address at a minimum Records of Discussion and secretariat support services, and
    - ii) create standing or ad hoc sub-committees as required.
  - b) The Committee will meet in person as frequently as circumstances may require but in any event no less than semi-annually.
  - c) The Committee may provide assistance on the interpretation of the policing agreements.
  - d) The Committee will maintain, approve and update changes to the Companion Document.
  - e) The Committee will facilitate the process for the Five-Year Review pursuant to Article 22.
-

- f) Following the consultation and collaboration described in subarticle 21.3, and subarticle 21.5 the Committee Co-chairs will provide each other with a written record of the views expressed by the Committee representatives; such record is to be provided in a reasonable and timely manner so that the views may be considered before decisions on matters referred to in subarticle 21.2 are made.
  - (i) The Co-chair representing Canada will provide a written record of the views expressed by the Department and the RCMP.
  - (ii) The Co-chair representing the provinces and territories will provide a written record of the views expressed by the provinces and territories.
- g) Each Committee representative will ensure that the results of the discussions of the Committee outlined in the written records produced in conformity with paragraph (f) are communicated to those in their respective jurisdictions responsible for making such decisions in advance of such decision being made.
- h) Costs associated with the Committee will be shared amongst its members as determined by the Committee.

21.11 The Parties agree that the Companion Document does not form part of this Agreement, and that the references to the Companion Document are not intended to incorporate the Companion Document into this Agreement.

---

**ARTICLE 22.0      CMC FIVE YEAR REVIEWS**

- 22.1 The Parties agree that there will be periodic reviews related to substantive issues, including but not limited to financial issues, arising out of the implementation of this Agreement involving the provincial or territorial police service of more than one province or territory with which Canada has an agreement similar to this Agreement.
- 22.2 These reviews are to be known as Five-Year Reviews ("Reviews") and are to be conducted in accordance with this Article.
- 22.3 A Review will be conducted during Fiscal Years 2016-2017, 2021-2022, and 2026-2027, and each Review will be concluded on or before April 1 in the years 2017, 2022, and 2027.
- 22.4 The Parties recognize that Canada or any province or territory with which Canada has an agreement similar to this Agreement may propose a matter for inclusion in the Review.
- 22.5 The Parties agree that:
- a) all matters proposed for inclusion in the Review will be referred to the Contract Management Committee for consideration as provided for under paragraph 21.10(e);
  - b) matters referred to the Contract Management Committee under paragraph (a) will be provided in writing and will include the full written details thereof;
  - c) no Party may propose a matter for inclusion in the Review earlier than 18 months or later than 12 months in advance of the date on which the Review is to be concluded, unless the Parties agree otherwise;
  - d) only those matters identified by the Contract Management Committee for inclusion in the Review by April 1 of the year within which the Review is to take place will be reviewed, unless the Parties agree otherwise;
  - e) the costs incurred by Canada as determined in accordance with Article 11 and Article 12 for the provision of the Provincial Police Service may only be reviewed pursuant to a Review under this Article; and
  - f) in no event will the provisions of subarticle 11.1 and paragraph 12.4 (the cost share) be subject to further review, unless the Parties agree otherwise.
- 22.6 The results of each Review together with any recommendations determined by the Contract Management Committee will be provided, as soon as practicable, to the Federal, Provincial and Territorial Deputy Ministers responsible for the administration of this Agreement for their review and consideration.
-

- 22.7 No amendment to this Agreement arising out of any Review under this Article will take effect unless and until an agreement in writing has been duly executed as provided by subarticle 25.1.
-

## **ARTICLE 22.1.0     TOTAL COMPENSATION**

- 22.1.1 The Parties acknowledge their shared interest in maintaining a police service that is reasonably and competitively compensated.
- 22.1.2 From time to time, and as required by the Contract Management Committee, the Committee will be provided with a report comparing Total Compensation received by Comparable Police Services in Canada to be prepared by a party mutually agreeable to the Parties.
- 22.1.3 Subject to 22.1.4, if the report establishes that, for a third consecutive Fiscal Year, the average total value of the Total Compensation received by each individual constable in the Service exceeds the average total value of the Total Compensation that is provided to each individual member of a comparable rank to constable of the three Comparable Police Services in Canada receiving the highest average total value of Total Compensation per member at that rank, then the Committee may initiate a review of the Total Compensation received by Members who are constables.
- 22.1.4 a) No review may be initiated if the Committee has previously indicated a consensus of support for a Total Compensation package projected to be above that average for that period; and
- b) no review may be initiated if, after having received the report referred to in subarticle 22.1.3, the Committee indicates a consensus of support for a Total Compensation package having been above the average for that period.
- 22.1.5 a) Following the completion of any review undertaken by the Committee, the Committee may present recommendations with respect to Total Compensation for consideration by their respective Deputy Ministers;
- b) upon receiving recommendations Deputy Ministers will meet with a view to seeking consensus on how best to address the issue, up to and including appropriate adjustment strategies, if required; and
- c) the Deputy Ministers will ensure that the results of their discussions are communicated to those responsible for making decisions affecting Total Compensation.
- 22.1.6 Despite any other provision of this Agreement, any aspect of Total Compensation will not be subject to any review of any type other than in accordance with this Article, unless the Parties agree otherwise.
-

- 22.1.7 (a) Alberta's share of the total cost incurred by Canada in respect of each report or review will be included in the indirect costs of the Service; and
- (b) Alberta's share of those costs is to be determined by dividing the total cost of the report by the total FTE Utilization of Members in the provincial and territorial police services of each province or territory with which Canada has an agreement similar to this Agreement and multiplying the result by the total FTE Utilization of Members utilized by Canada to provide and maintain the Provincial Police Service for the Fiscal Year.
-



**ARTICLE 23.0      DISPUTES**

- 23.1 Any issue, matter of general concern, or dispute ("Dispute") arising from this Agreement will be a matter for consultation and resolution between the Parties.
- 23.2 The Parties will consult each other should there be any issue, matter of general concern, or dispute arising from the interpretation or implementation of this Agreement, and will, in good faith, attempt to resolve the matter before providing written notice of a Dispute.
- 23.3 If one Party has provided the other Party with a written notice identifying the nature of the Dispute and containing a request for a meeting, consultations are to take place in a timely manner.
- 23.4 If a Dispute is related to an invoice under this Agreement, consultation will take place in the following manner:
- a) Within 30 days of providing notice identifying the nature of the Dispute and containing a request for a meeting, the Commanding Officer will attempt to resolve the Dispute with the Assistant Deputy Minister of the Province responsible for issues related to this Agreement.
  - b) If some or all of the issues in dispute are not resolved within 60 days of receipt of the notice provided under subarticle 23.3, then the Parties will attempt to resolve the Dispute through a second level of discussion, to be undertaken between the Federal and Provincial Assistant Deputy Ministers responsible for issues related to the Agreement.
  - c) If some or all of the issues in dispute are not resolved within 120 days of receipt of the notice provided under subarticle 23.3, then the Parties will attempt to resolve the Dispute through a third level of discussion, to be undertaken between the Federal and Provincial Deputy Ministers responsible for issues related to this Agreement.
  - d) If some or all of the issues in dispute are not resolved within 180 days of receipt of the notice provided under subarticle 23.3, then the matter will be referred to the Federal Minister and the Provincial Minister for resolution in such manner as they will see fit.
- 23.5 Notwithstanding subarticle 23.4, any Dispute arising from this Agreement may be referred to the Federal Minister and the Provincial Minister, or their Deputy Ministers, for consultation and resolution at any time and in such manner as they see fit.
- 23.6 If a Dispute is not resolved through consultation, it may be dealt with through an alternative dispute resolution process on such terms and within such time as may be agreed to in writing by the Parties.
-

- 23.7 All information exchanged during any part of this process will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during any part of this process.
- 23.8 The provisions of this Agreement will continue to apply despite any Dispute.
-

**ARTICLE 24.0      NOTICE**

24.1 Any notice that is required or permitted under this Agreement, to be given by one Party to the other Party, will be given in writing and sent by email, regular or registered mail, courier or facsimile. Notice will be considered as having been received upon delivery of the courier, or one day after being sent by email or facsimile, or five calendar days after being mailed.

24.2 (a) All correspondence and notice to Canada will be addressed to:

Minister of Public Safety and Emergency Preparedness,  
269 Laurier Avenue West,  
Ottawa, Ontario, K1A 0P8

Facsimile: 613-954-5186; and

(b) All correspondence and notice to Alberta will be addressed to:

Solicitor General and Minister of Public Security  
Office of the Solicitor General and Minister of Public Security  
Solicitor General and Public Security  
402 Legislature Building  
10800 - 97 Avenue  
Edmonton, AB T5K 2B6

Facsimile: 780-415-9566.

24.3 Either Party may, by providing notice to the other Party, change their address in Article 24.2.

---

**ARTICLE 25.0      AMENDMENT**

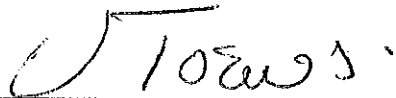
25.1    This Agreement may only be amended by the written agreement of the Parties.

**ARTICLE 26.0      SURVIVAL**

- 26.1    The obligations and rights set out above in Articles 17 (Method of Payment), 24 (Notice), and 25 (Amendment) will survive the expiry or termination of this Agreement.
- 26.2    The obligations and rights set out in Article 11 (Basis of Calculation of Payment) will survive following the expiry or termination of this Agreement until the date on which the amount owed by the Province under that article is paid in its entirety.
- 26.3    The obligations and rights set out above in subarticles 12.25, 12.26, 12.27 and 12.28 (Accommodations Program) will survive until the day on which the amount owed by the Province under this Agreement is paid in its entirety.
- 26.4    The obligations and rights set out above in subarticles 13.2, 13.3, 13.4, 13.5, and 13.6 (Removals of Buildings & Living Quarters and Transfer of Buildings, Living Quarters & Land) will survive following the expiry or termination of this Agreement until the option to transfer administration and the credits established under Article 13 cease to apply, such cessation to be determined in accordance with subarticle 13.6.
- 26.5    The obligations and rights set out above in Article 15 (Transfer of Ownership of Equipment) will survive for 6 months following the expiry or termination of this Agreement.
-

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through duly authorized representatives.

SIGNED on behalf of Canada



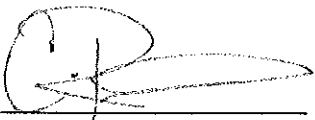
Minister of Public Safety and  
Emergency Preparedness

SIGNED on behalf of Alberta



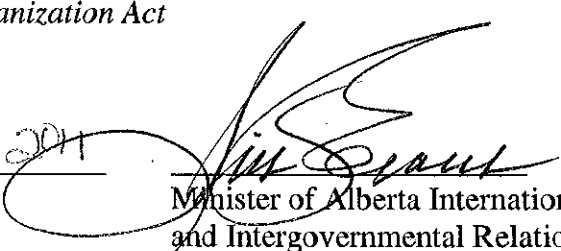
Solicitor General and Minister of Public Security

APPROVED pursuant to the *Government Organization Act*



Witness

August 31, 2011  
Date



Minister of Alberta International  
and Intergovernmental Relations

**ANNEX 'A':**      **SCHEDULE OF PERSONNEL RESOURCES ASSIGNED TO THE**  
**PROVINCIAL POLICE SERVICE**

**ANNEX 'B':            REQUEST FOR INCREASE OR DECREASE OF THE  
PROVINCIAL POLICE SERVICE**

**Request for an Increase**

1.        Form of letter to be used to request an increase for the purposes of subarticle 5.1:

[Federal Minister]

Dear Minister

Pursuant to subarticle 5.1 of the Provincial Police Service Agreement, I am writing to request an increase to the personnel resources, to be recorded in Annex 'A', and to be assigned to the Provincial Police Service.

I request an increase of \_\_\_\_\_ [Regular Members / Civilian Members / Support Staff] assigned to the Provincial Police Service, so as to increase the total strength of [Regular Members / Civilian Members / Support Staff] from \_\_\_\_\_ to \_\_\_\_\_.

I confirm our incremental financial commitment for the costs for the requested increase.

This letter and your reply will serve as an amendment to Annex 'A'.

Yours truly,

[Provincial Minister]

---

**Request for a Decrease**

2. Form of letter to be used to request an increase for the purposes of subarticle 5.2:

[Federal Minister]

Dear Minister

Pursuant to subarticle 5.2 of the Provincial Police Service Agreement, I am writing to request a decrease of \_\_\_\_\_ [Regular Members / Civilian Members / Support Staff] assigned to the Provincial Police Service and recorded in Annex 'A'. This will decrease the total strength of [Regular Members / Civilian Members / Support Staff] assigned to the Provincial Police Service from \_\_\_\_\_ to \_\_\_\_\_

This letter and your reply will serve as an amendment to Annex 'A'.

Yours truly,

[Provincial Minister]

---



ANNEX 'C':

**PLANS FOR DIVISIONAL MAJOR CAPITAL, MINOR CAPITAL  
AND LIVING QUARTERS**

ANNEX 'D':

**PROJECTED BUDGETS FOR DIVISIONAL MAJOR CAPITAL,  
MINOR CAPITAL AND LIVING QUARTERS**

**ANNEX 'E':**                    **SCHEDULE OF PAYMENTS – REDUCTION OF DEFERRED AMOUNTS OTHERWISE OWING**

In this Annex,

- a) Column 'A' is the expenditures projected to be made by Canada for the construction or acquisition of buildings to be used as detachments;
  - b) Column 'B' is the total amount projected to be owing by the Province for expenditures made by Canada to construction buildings used as detachments, and
    - i) those amounts will be included in the projected budget for Major Capital established in accordance with subarticle 12.10 for Fiscal Year 2012-2013; and
    - ii) beginning in Fiscal Year 2013-2014 those projected amounts will be adjusted in accordance with subarticles 12.14 and 12.15;
  - c) Column 'C' is the amount projected to be owing by Alberta for expenditures made by Canada to construction buildings used as detachments that is not deferred;
  - d) Column 'D' is the amount projected to be owing by Alberta for expenditures made by Canada to construction buildings used as detachments that is to be deferred;
  - e) Sub-column 'E1' is the amount to be credited under paragraph 12.22(a) in respect of the accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2012-2013 through 2016-2017;
  - f) Sub-column 'E2' is the projected amount to be credited under paragraph 12.22(a) in respect of the accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2017-2018 through 2031-2032, and beginning in Fiscal Year 2017-2018, that projection will be revised in accordance with subarticle 12.21;
  - g) Column 'F' is the percentage of increase in value to be applied in accordance with subarticle 12.22 to every dollar (\$1) paid during the corresponding Fiscal Year;
  - h) Sub-column 'G1' is the resulting net schedule of accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2012-2013 through 2016-2017 after the applicable percentage of increase in value is applied;
  - i) Sub-column 'G2' is the projected schedule of accelerated payments that are to be made by Alberta under subarticle 12.19 for Fiscal Years 2017-2018 through 2031-2032, and beginning in Fiscal Year 2017-2018, that projection will be revised in accordance with subarticle 12.21;
-

- j) Column 'H' is the projected total payment to be made by Alberta in each Fiscal Year, as revised from time to time; and
  - k) Column 'I' is the amount projected to be owing by Alberta for expenditures made by Canada to construction buildings used as detachments that is to be deferred after applying the credit determined in accordance with paragraph 12.22 (a).
-

## Annex E – Alberta – Accelerated Payment Model

Fiscal Year	(A)	(B)	(C)		(D)		(E)		(F)	(G)		(H)	(I)				
	Projected Construction Cost (@ 100%)	70% of Projected Construction Costs  (B & H must equal to achieve 70% in year 20)	Non Deferred Provincial Share of Detachment Major Capital portion of Accommodation Charge (Projected for years 1-20)		Projected Deferred Amount		Accelerated Payment Value (Projected credit) Payment - Target 70% by Year 20		Acceleration Percentage Credit to Alberta	Resulting Net Provincial Accelerated Payment		Projected Total Provincial Payment	Outstanding Deferred Amount				
			Indexed by 2% annually														
			C1 (first 5 years)	C2 (years 6-20 projected)	D1 (first 5 years)	D2 (years 6-20 projected)	E1 (first 5 years)	E2 (years 6-20 projected)		G1 (first 5 years)	G2 (years 6-20 projected)			H1 (first 5 years)	H2 (years 6-20 projected)	Annual (D - E = I)	Cumulative balance
2012/13	\$7,353,136	\$5,147,195	\$2,161,822		\$2,985,373			\$345,413	71.7%	\$97,679		\$2,259,501	\$2,639,960				
2013/14	\$7,500,199	\$5,250,139	\$2,205,058		\$3,045,081			\$690,826	69.2%	\$212,576		\$2,417,634	\$2,354,255				
2014/15	\$7,650,203	\$5,355,142	\$2,249,160		\$3,105,982			\$1,036,239	66.8%	\$343,792		\$2,592,951	\$2,069,743				
2015/16	\$7,803,207	\$5,462,245	\$2,294,143		\$3,168,102			\$1,381,652	64.5%	\$490,471		\$2,784,614	\$1,786,450				
2016/17	\$7,959,271	\$5,571,490	\$2,340,026		\$3,231,464			\$1,727,065	62.3%	\$651,799		\$2,991,824	\$1,504,399				
2017/18	\$8,118,456	\$5,682,919	\$2,386,826			\$3,296,093		\$2,072,478	60.1%		\$826,996	\$3,213,822	\$11,578,424				
2018/19	\$8,280,825	\$5,796,578	\$2,434,563			\$3,362,015		\$2,417,891	58.0%		\$1,015,321	\$3,449,883	\$12,522,548				
2019/20	\$8,446,442	\$5,912,509	\$2,483,254			\$3,429,255		\$2,763,304	56.0%		\$1,216,067	\$3,699,321	\$13,188,500				
2020/21	\$8,615,371	\$6,030,760	\$2,532,919			\$3,497,841		\$3,108,716	54.0%		\$1,428,561	\$3,961,480	\$13,577,624				
2021/22	\$8,787,678	\$6,151,375	\$2,583,577			\$3,567,797		\$3,454,129	52.2%		\$1,652,161	\$4,235,738	\$13,691,292				
2022/23	\$8,963,432	\$6,274,402	\$2,635,249			\$3,639,153		\$3,799,542	50.4%		\$1,886,255	\$4,521,504	\$13,530,303				
2023/24	\$9,142,700	\$6,399,890	\$2,687,954			\$3,711,936		\$4,144,955	48.6%		\$2,130,262	\$4,818,216	\$13,097,884				
2024/25	\$9,325,554	\$6,527,888	\$2,741,713			\$3,786,175		\$4,490,368	46.9%		\$2,383,627	\$5,125,340	\$12,393,691				
2025/26	\$9,512,065	\$6,658,446	\$2,796,547			\$3,861,899		\$4,835,781	45.3%		\$2,645,821	\$5,442,368	\$11,419,808				
2026/27	\$9,702,307	\$6,791,615	\$2,852,478			\$3,939,137		\$5,181,194	43.7%		\$2,916,343	\$5,768,821	\$10,177,751				
2027/28	\$9,896,353	\$6,927,447	\$2,909,528			\$4,017,919		\$5,526,607	42.2%		\$3,194,714	\$6,104,242	\$8,669,063				
2028/29	\$10,094,280	\$7,065,996	\$2,967,718			\$4,098,278		\$5,872,020	40.7%		\$3,480,479	\$6,448,197	\$6,895,321				
2029/30	\$10,296,166	\$7,207,316	\$3,027,073			\$4,180,243		\$6,217,433	39.3%		\$3,773,205	\$6,800,278	\$2,037,190				
2030/31	\$10,502,089	\$7,351,462	\$3,087,614			\$4,263,848		\$6,562,846	37.9%		\$4,072,481	\$7,160,095	\$2,559,133				
2031/32	\$10,712,131	\$7,498,491	\$3,149,366			\$4,349,125		\$6,908,259	36.5%		\$4,377,915	\$7,527,281	\$2,559,134				
Sub Total	\$178,661,865	\$125,063,305	\$11,250,208	\$41,276,380	\$15,536,002	\$57,000,715	\$5,181,194	\$67,355,523		\$1,796,316	\$37,000,208	\$13,046,525	\$78,276,588				
GRAND TOTAL	\$178,661,865	\$125,063,305	\$52,526,588		\$72,536,717		\$72,536,717			\$38,796,525		\$91,323,113	\$0				

**ANNEX 'F':****CREDIT AGAINST THE FAIR MARKET VALUE OF DETACHMENTS**

The credit determined in respect of the number of Fiscal Years that detachment has been used to be applied against the Fair Market Value of the building in accordance with subparagraph 13.4(b)(i) will be the amount indicated in the table below, where column 'A' is the Fiscal Year that the building was first used as a detachment and column 'B' is the amount of the credit.

A	B
All Years Prior	70.0%
1992-1993	66.5%
1993-1994	63.0%
1994-1995	59.5%
1995-1996	56.0%
1996-1997	52.5%
1997-1998	49.0%
1998-1999	45.5%
1999-2000	42.0%
2000-2001	38.5%
2001-2002	35.0%
2002-2003	31.5%
2003-2004	28.0%
2004-2005	24.5%
2005-2006	21.0%
2004-2005	17.5%
2007-2008	14.0%
2008-2009	10.5%
2009-2010	7.0%
2010-2011	3.5%
2011-2012	0.0%

In respect of buildings used as detachments since before April 1, 1992, the credit to be applied against the Fair Market Value of the building under subparagraph 13.4(a)(i) is equal to 70 per cent.

**ANNEX 'G':****ELEMENTS INCLUDED IN TOTAL COMPENSATION*****Elements included in calculation of Total Compensation*****Cash Compensation**

Annual Salary  
 Annual Service Pay  
 Senior Constable Allowance  
 Shift Allowance

**Pension/Savings**

Defined Benefit Pension Plan  
 Defined Contribution Pension Plan  
 and Savings Plans  
 Severance and Gratuity Plans

**Group Benefits**

Basic Life Insurance  
 Optional Life Insurance  
 Accidental Death &  
 Dismemberment  
 Survivor Income Benefits  
 Dental Insurance  
 Health Care Benefits  
 Sick Leave and Short-Term  
 Disability  
 Long-Term Disability  
 Retirees Benefits  
 Health Services Spending Account  
 Maternity & Parental Leave

**Paid Time Off**

Vacation Entitlement  
 Designated Paid Holidays  
 Paid Meal Breaks

***Elements compared on a descriptive basis only*****Leave Policies and Practices**

Maternity & Parental Leave  
 Compassionate Leave  
 Leave in Lieu of Overtime  
 Special Paid Leave  
 Leave Without Pay  
 Other Paid Leave

**Compensation for Work Conditions**

Overtime & Other Payments  
 Rescheduling Allowance  
 Standby Pay  
 Acting Pay

**Miscellaneous Allowances**

Relocation Allowance  
 Special Duty Allowance  
 Hospitality Allowance  
 Plainclothes Allowance  
 Kit Allowance  
 Other Allowances

**Perquisites**

Cars  
 Car Allowance  
 Car/Cellular Phone  
 Telephone Allowance  
 Club Memberships  
 Other



## Council Request for Decision (RFD)

Title: \_\_\_\_\_

Meeting Date: \_\_\_\_\_ Department: \_\_\_\_\_

**Recommendation:**

**Background:**

☐ See Appendix

**Legislative Guidance:**

☐ Provincial ☐ Municipal ☐ None

*Details:*

**Council Priorities Chart:**

☐ Yes ☐ No

*Details:*

**Previous Council Direction:**

**Financial Implications:**

☐ Capital ☐ Operations ☐ Other

*Details:*

**Communication and Engagement:**

**Implementation Timeline:**

**Attachments:**

Prepared By: \_\_\_\_\_

Reviewed By: \_\_\_\_\_





## REEVE AND COUNCIL REPORTS

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**For Presentation at** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**County Meetings (include date):**

**Boards and Committee Meetings (include date):**

**Education and Professional Development (include date):**

**County of Minburn Functions and Events (include date):**



## **REEVE AND COUNCIL REPORTS**

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**For Presentation at** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**County Meetings (include date):**

**Boards and Committee Meetings (include date):**

**Education and Professional Development (include date):**

**County of Minburn Functions and Events (include date):**



## **REEVE AND COUNCIL REPORTS**

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**For Presentation at** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**County Meetings (include date):**

**Boards and Committee Meetings (include date):**

**Education and Professional Development (include date):**

**County of Minburn Functions and Events (include date):**



## REEVE AND COUNCIL REPORTS

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**For Presentation at** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**County Meetings (include date):**

**Boards and Committee Meetings (include date):**

**Education and Professional Development (include date):**

**County of Minburn Functions and Events (include date):**



## REEVE AND COUNCIL REPORTS

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**For Presentation at** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**County Meetings (include date):**

**Boards and Committee Meetings (include date):**

**Education and Professional Development (include date):**

**County of Minburn Functions and Events (include date):**



## REEVE AND COUNCIL REPORTS

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**For Presentation at** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**County Meetings (include date):**

**Boards and Committee Meetings (include date):**

**Education and Professional Development (include date):**

**County of Minburn Functions and Events (include date):**



## REEVE AND COUNCIL REPORTS

**Name:** \_\_\_\_\_ **Division:** \_\_\_\_\_

**For Presentation at** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**County Meetings (include date):**

**Boards and Committee Meetings (include date):**

**Education and Professional Development (include date):**

**County of Minburn Functions and Events (include date):**



## **Office of the CAO Report**

**For Presentation at** February 17, 2025 **Council Meeting**

**From Date:** January 18, 2025

**To Date:** February 14, 2025

---

### **Internal Meetings:**

- Council Meeting – January 23
- Senior Leadership Meeting – January 28
- Managers Team Meeting – January 29
- Committee of the Whole – February 12
- Staff Annual One on One - Ongoing

### **External Meetings:**

- RMA District 5 Meeting – January 24
- East Central Regional ESS Meeting – February 5
- Quad CAO Meeting – February 6

### **Education and Professional Development:**

- Tour of ROTC – January 20
- FOIP and PIPA Legislation Updates – January 22
- Introduction to Disability Management – January 28
- Agencies, Boards and Commissions access to Information – February 4
- Grants and Your Municipality Artificial Intelligence – February 4
- Permanent Electors Registration – February 5
- Elections Webinar – February 5
- RMRP Law Seminar – February 7
- Brownlee Emerging Trends Seminar – February 13
- Working Well Workshop – February 13

### **Senior Leadership Team Support:**

- 2025 Municipal Election and Elected Official Training
- Boards and Committees Terms of Reference
- Social Media posts
- Bylaw Officer Bylaw and ASB Strategic Plan Open Houses
- Training for admin that have taken on new responsibilities
- Council meeting packages
- Policy and Bylaw development
- ICF agreement discussions
- ASB Strategic Planning
- Coverage for Director of Operations
- Council Policy and Bylaw Review





## **ADMINISTRATION REPORTS**

**Name:** Davin Gegolick

**Department:** Planning and Community Services

**Reviewed by:** Pat Podoborzny

**For Presentation at:** February 18, 2025 Council Meeting

**From Date:** January 16, 2025

**To Date:** February 12, 2025

---

### **Planning Update:**

- Issued development permits:
  - Addition to dwelling – Pt. SW 3-53-11-4
  - Addition to dwelling – SW 34-53-15-4
  - Farm shop – NW 28-50-12-4
  - Farm shop – Pt. SW 20-51-13-4
  - Addition to dwelling – NE 10-52-15-4
  - Farm storage buildings – SW 6-53-15-4
  - Addition to dwelling – SW 6-53-15-4
  - Secondary dwelling – SW 6-53-15-4
  - Tiny Home – Pt. NW and NE 31-52-15-4
- Providing support to Mannville on development applications
- Bylaw Enforcement Officer Bylaw/Draft ASP Strategic Plan Open House – February 18 (Lavoy) and February 19 (Minburn)
- New oil well activity in Mannville area
- Attended Permanent Elector Register Communications Plan webinar
- Completed training – Supervisor's Role, Fire Extinguisher Safety, WHMIS, Office Ergonomics, and Workplace Harassment and Violence Prevention.

### **Subdivision Update:**

- Ongoing subdivision inquiries
- Accepted Subdivision file #01-2025 and #02-2025

### **Economic Development Update:**

- Crossroads meeting – January 22

- Hoping to hear from CECI and NRED grant applications within the next month
- BRE summary report
- Next steps: communications marketing project – welcome pkg for newcomers
- Attended Northeast Alberta Food Marketers Association (NAFMA) meeting
- Attended Supporting Local Business webinar hosted by EDA
- Updated County online business directory
- New website design has been approved, design will take approximately 2 months with plan to go live by May.

#### **Community Services:**

- Ongoing communications with community groups, sharing grant application opportunities
- Working with Vegreville FCSS on organizing the Vegreville Family Day pancake breakfast

#### **Attachments:**

- RFD – Subdivision File #01-2025



## ADMINISTRATION REPORTS

**Name:** Mike Fundytus

**Department:** Protective Services

**Reviewed by:** Pat Podoborzny

**For Presentation at:** February 18, 2025 Council Meeting

**From Date:** January 16, 2025

**To Date:** February 13, 2025

---

### Fire Department Update:

Call Type	Date	Details	Station Dispatched
MVC	Jan 16	Hwy 16 near RR 121	Innisfree
Medical	Jan 17	County Medical EMS dispatch issues wrong FD was dispatched, and EMS arrived before issues were sorted out	Mannville
MVC	Jan 24	Hwy 16 RR 94	Mannville
MVC	Jan 24	Hwy 16 Hwy 857	Vegreville
MVC	Jan 27	Twp 530 RR 145	Vegreville
Medical	Feb 1	County Medical Fire arrived 3 minutes and 16 seconds before EMS	Innisfree
MVC	Feb 1	Hwy 16A RR 152	Vegreville
Structure Fire	Feb 1	Village of Mannville, small electrical fire	Mannville/Innisfree
Medical	Feb 2	Village Medical **Did not respond lack of responders available**	Innisfree
Medical	Feb 3	Village Medical Fire arrived 15 minutes and 31 seconds before EMS	Innisfree
Medical	Feb 4	County Medical Fire arrived approximately 10 minutes before EMS	Mannville/Innisfree
MVC	Feb 5	Twp 534 RR 154	Vegreville
Medical	Feb 9	Village Medical Fire arrived 13 minutes and 2 seconds before EMS	Mannville/Innisfree

Medical	Feb 10	County Medical Fire arrived 9 minutes before EMS	Mannville/Innisfree
---------	--------	--	---------------------

- Total Fire Responses:
  - Mannville – 6
  - Innisfree – 8
  - Vegreville – 4
- Currently issuing fire permits until February 28.
- Current staffing in protective services is 1 FT Director, 1 FT Emergency Responder (term), 29 paid on call firefighters (13 Innisfree Station 16 Mannville station). 1 paid on call firefighter is on medical leave, 1 member moved from Mannville to Innisfree, 1 member resigned due to increased work commitments. 1 member not attending calls or training regularly.
- Zane Polishuk and I travelled to Winnipeg January 30-31 to complete the Fort Garry fire truck manufacturing plant tour as well as the pre-construction meeting for Unit 910 replacement.
- Successful grant application from Farm Credit Canada for \$3,000.00 for Fire Department UTV purchase.

#### **Emergency Management Update:**

- Regional Emergency Management Exercise to be held February 26, 27.

#### **OH&S Update:**

- Working to integrate reporting features of H&S software into all departments.

#### **RCMP Liaison :**

- Vermilion Detachment priorities.



## ADMINISTRATION REPORTS

**Name:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Reviewed by:**

**For Presentation at:** \_\_\_\_\_ **Council Meeting**

**From Date:** \_\_\_\_\_ **To Date:** \_\_\_\_\_

---

**Department Updates:**

**Department Updates Cont'd.:**

**Attachments:**

**COUNTY OF MINBURN NO. 27**  
**2025 Monthly Progress Report - At January 31, 2025**  
*~Final~*

Decision Papers - Operating								
Project Name	20%	40%	60%	80%	100%	Budget	Spent	Comments
Staff Remuneration / Compensation	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 140,000	N/A	Implemented January 1/2025 - Ongoing costs
Admin Bldg. Mechanical & Electrical Study	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 52,500	\$ 1,980	Awarded to TWS; site visit completed in November; waiting on report & additional testing
Financial ERP System Replacement	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 200,000	\$ 167,199	Contract awarded; system process discovery in progress
Emergency Responder Permanent Employee	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 97,200		
MRF 360 Degree Video of County	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 40,000		MRF will complete road scanning May to July 2025
Crossroads Capacity Building Projects	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 60,000		Awaiting results on CECI and NRED grant applications
Communications Project/Dev. Package	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 10,000	\$ -	Received SCOP Program funding approval; project to commence in 2025
Lavoy Infrastructure Assessment	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 60,000		Generating scope of work ionternally
Cemetery Survey / GIS Project	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 140,000	\$ 45,679	Survey plans delivered in December, GIS site to be developed in early 2025, monuments will be installed in spring 2025
Decision Papers - Capital								
Project Name	20%	40%	60%	80%	100%	Budget	Spent	Comments
Fire Fighting Utility Terrain Vehicle	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 65,000		
Admin Bldg. Front Entry Rehabilitation	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 78,000	\$ 2,900	Door completed January 2025
New Fire Truck - Unit #910 Replacement	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 275,000	\$ -	Tender awarded to Fort Gary
Innisfree Fire Station Cold Storage Upgrade	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 115,000	\$ 77,322	Tender awarded to Fullswing Construction; work is underway
Innisfree Fire Turnout Gear Mobile Lockers	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 13,000		
Turn Out Gear Decontamination Extractors	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 23,000		
Unit #518 Motor Scraper - Refurbishment	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 183,000	\$ 33,120	Refurbishment begun; progress photos being sent from Finning
Fleet Truck Replacement (2)	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 130,000		
Skidsteer Sweeper	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 15,000		
2025 CAT 160 Motor Graders (2)	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 1,339,620		Purchase Orders issued
Vegreville Fire Truck	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 320,000		
BF75589 Bridge Work / Engineering	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 646,000	\$ 58,921	Project to be completed in 2025 with all other STIP projects
Ranfurly Sidewalk Rehabilitation	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 47,300		
Bridges (STIP Approved 4 Capital Bridges)	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ 1,992,000		Design work ongoing, tenders for construction out early 2025
Road Maintenance Activities								
Road Projects	20%	40%	60%	80%	100%	Comments		
Road Construction	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>			
Gravel Haul Program	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>			
Oiling Projects	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>			
Dust Controls	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>			
Roadside Mowing	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>			
Roadside Brushing	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Project Started approximately 9300m completeted		



## VEGREVILLE AND DISTRICT CHAMBER OF COMMERCE

Box 877, Vegreville, Alberta T9C 1R9  
Phone: (780) 632-2771; Fax: (780) 632-6958  
vegchamb@telus.net



**MISSION:** Action through connection.

**VISION:** To represent promote and enhance the interest of Vegreville and district business community.

Dear Chamber Member,

On behalf of the Vegreville & District Chamber of Commerce, I am reaching out to invite your support for an extraordinary milestone—the 50th anniversary of the World's Largest Pysanka. This momentous event will take place on July 26, 2025, and promises to be a vibrant celebration of our community's heritage, culture, and pride.

For five decades, the Pysanka has stood as a cherished symbol of Vegreville, representing harmony, prosperity, and cultural richness. It draws thousands of visitors each year, supporting local businesses and shining a spotlight on our community as a destination for tourism and heritage appreciation.

When it was first designed in 1973, the Pysanka commemorated the 100th anniversary of the Royal Canadian Mounted Police. Its intricate patterns—symbolizing life, faith, eternity, and protection—are a testament to the creativity and dedication of our community. The construction of the monument was a collaborative effort, with over 6,000 individual pieces and more than 12,000 hours of work. Its grand dedication day on July 28, 1975, brought 1,500 people together and firmly placed Vegreville on the map.

To mark this golden anniversary, we are planning an exciting day filled with activities that will bring the community together and attract visitors from near and far, including a pancake breakfast, on-stage entertainment, food trucks, a beer garden, a kids' inflatable zone, farmers market, and so much more.

This celebration is more than just an event—it's an opportunity to showcase the strength, unity, and vitality of Vegreville's business community and its role in preserving our heritage.

To make this vision a reality, we are seeking sponsorship partners who share our commitment to promoting Vegreville and its cultural legacy. Sponsorship funds will help cover essential costs, including fencing near the rail tracks, additional washroom facilities, and high-quality entertainment. We are also seeking groups to take on key roles, such as organizing the pancake breakfast or beer garden.

As a sponsor, your organization will play a key role in this historic celebration. Your support will be prominently recognized, with your sign or banner proudly displayed, reflecting your commitment to enhancing our community and its legacy.

### 2025 Chamber Sponsorship

Town of Vegreville  
Vegreville Dental Centre  
Webb's Machinery Ltd.  
Grant Miller Motors Ltd.  
The Medicine Shoppe  
Brokerlink  
Vegreville & District Co-op  
Ziegler's Fashion & The Quilt Rack  
TD Bank

Community Futures Elk Island Region  
Vegreville Ford Sales & Services  
Blessed Be Wellness & Beauty Inc.  
Quest Disposal & Recycling Inc.  
Wiebe Insurance Brokers Ltd.  
Bilyk Financial Services Ltd.  
Synergy Chartered Professional Accountants

Town of Mundare  
InnoTech Alberta  
Lakeland REA Ltd.  
County of Minburn No. 27  
Wilde Advisory Group  
Richardson Pioneer Ltd.  
R.J.V. Gas Field Services  
Spectre Systems





## VEGREVILLE AND DISTRICT CHAMBER OF COMMERCE

Box 877, Vegreville, Alberta T9C 1R9  
Phone: (780) 632-2771; Fax: (780) 632-6958  
[vegchamb@telus.net](mailto:vegchamb@telus.net)



I would love the opportunity to discuss this sponsorship in more detail and explore how we can work together to make this milestone truly special. Please let us know by Friday, February 21, if you are able to partner with us. This will allow us to finalize our budget and plans the following week.

Thank you for considering this opportunity to celebrate Vegreville's heritage while supporting an event that will benefit the entire community. I look forward to partnering with you to honor the legacy of the Pysanka and make this event unforgettable.

Warm regards,

Connie Steinwand  
General Manager  
Vegreville & District Chamber of Commerce  
780-632-2771  
[vegchamb@telus.net](mailto:vegchamb@telus.net)

Town of Vegreville  
Vegreville Dental Centre  
Webb's Machinery Ltd.  
Grant Miller Motors Ltd.  
The Medicine Shoppe  
Brokerlink  
Vegreville & District Co-op  
Ziegler's Fashion & The Quilt Rack  
TD Bank

### 2025 Chamber Sponsorship

Community Futures Elk Island Region  
Vegreville Ford Sales & Services  
Blessed Be Wellness & Beauty Inc.  
Quest Disposal & Recycling Inc.  
Wiebe Insurance Brokers Ltd.  
Bilyk Financial Services Ltd.  
Synergy Chartered Professional Accountants

Town of Mundare  
InnoTech Alberta  
Lakeland REA Ltd.  
County of Minburn No. 27  
Wilde Advisory Group  
Richardson Pioneer Ltd.  
R.J.V. Gas Field Services  
Spectre Systems



## **Sponsorship Opportunities:**

### **50th Anniversary of the World's Largest Pysanka**

#### **Sponsorship Levels**

##### **Platinum Sponsor – \$2,000 and above**

Premium logo placement on event banners, posters, and promotional materials.

Recognition as a Presenting Sponsor on print and digital media.

Acknowledgment during stage announcements throughout the event.

Opportunity to display signage at the event.

Recognition on website as Platinum Sponsor

##### **Gold Sponsor – \$1,000 to \$1,999**

Recognition on print and digital media.

Acknowledgment during stage announcements.

Opportunity to display signage at the event.

Recognition on website as Gold Sponsor

##### **Silver Sponsor – \$500 to \$999**

Acknowledgment during stage announcements.

Opportunity to display signage at the event.

Recognition on website as Silver Sponsor

##### **Bronze Sponsor – Up to \$499**

Acknowledgment during stage announcements.

Opportunity to display signage at the event.

Recognition on website as Silver Sponsor

## **In-Kind Contributions**

We also welcome in-kind contributions of products, goods, or volunteer services.

Please indicate what your company or organization would like to provide:

---

Please indicate the approximate value of this contribution: \_\_\_\_\_

In-kind contributions will be recognized at the sponsorship level equivalent to the estimated value of the donation.

## **Special Opportunities for Not-for-Profit Groups/Organizations**

Operation of the Pancake Breakfast:

Operation of the Beer Gardens:

### **Submission Deadline: February 21, 2025**

Please complete and return this form by February 21, 2025, to ensure your sponsorship is included in our promotional materials.

Thank you for your generosity and support in making this celebration unforgettable!

Good day Reeve Konieczny,

The RCMP's Open Government Office responsible for enterprise transparency needs your help! They have launched a public consultation on the [draft Strategic Plan for a RCMP Transparency and Trust Multi-Stakeholder Forum](#) and are looking for your feedback.

### **Your Call to Action**

We are excited to share that our strategic plan for a RCMP Transparency and Trust Multi-Stakeholder Forum consultation is live on PlaceSpeak, an independent online engagement platform. This is an opportunity for you to be actively involved in our decision-making, helping us increase public trust and align with RCMP's mandates for transparency. The strategic plan provides context around the global, national, and organizational necessity of a consultation body, outlining the mandate, role, and next steps with the implementation of the RCMP's own Transparency and Trust Multi-Stakeholder Forum.

The consultation will last three weeks, where participants have until **February 14<sup>th</sup>, 2025**, to submit their feedback on the strategic plan. We look forward to hearing from you as your feedback will directly contribute to shaping the future of RCMP policy and governance instruments and more. Check out the consultation and participate here: [PlaceSpeak - Strategic Plan to Establish a RCMP Multi-Stakeholder Forum](#).

It is important to note that the RCMP is committed to hearing from you while protecting your privacy. This consultation will be done using a third-party vendor, [PlaceSpeak](#). PlaceSpeak is an independent engagement platform that verifies the participants are not AI generated users, ensuring that we are gaining meaningful feedback data from real voices in our Canadian communities. The platform prioritizes user security, safeguarding participants' personal information throughout the process.

### **Consultation Background:**

In 2023, the RCMP published its first [RCMP Transparency and Trust Strategy and Action Plan](#) and have been working hard to advance our mandate and vision to create an open by default RCMP that is a more trusted, efficient, and responsive public safety department. Committed to [Canada's 5<sup>th</sup> National Action Plan on Open Government \(2022-24\)](#) and aligning with the [RCMP's renewed core values](#), we are dedicated to **Acting with Integrity** and **Taking Responsibility** by being transparent about our actions and decisions and holding ourselves accountable. The draft Transparency and Trust Multi-Stakeholder Forum Strategic Plan enables us to continuously involve the public in decision-making and increase public trust to further enhance transparency, integrity, participation, and accountability within the RCMP.

For more information or questions please do not hesitate to contact the Open Government Office at: [EnterpriseTransparency-Transparenceauseindelorganisation@rcmp-grc.gc.ca](mailto:EnterpriseTransparency-Transparenceauseindelorganisation@rcmp-grc.gc.ca). In addition, please refer to our **Questions and Answers** attached.

Thank you,



Sergeant Corey Buckingham  
Chief of Police  
Vermilion Detachment

# Public Consultation on the Draft Strategic Plan to establish a RCMP Transparency and Trust Multi-Stakeholder Forum

## Questions and Answers

**Q:** Why is it important that I participate?

**A:** Public trust in policing is essential to ensure the RCMP is an organization that is more open, trusted, efficient, and responsive. We recognize that a key component in achieving these goals is community participation, including our responsibility to collaborate and reflect on community insights in the development of our policy instruments and governing bodies.

**Q:** When I log on to PlaceSpeak, is the RCMP collecting my private information?

**A:** No, the RCMP will not be collecting private information, but only opinions and ideas from members of the public who wish to participate in the consultation without any link to identifiable information. PlaceSpeak commits and is architected to segregate the private information you use to create your account from feedback that you provide in consultations.

For information on the RCMP's privacy practices, please contact:

[RCMP Access to Information and Privacy Branch](#)

[atipb@rcmp-grc.gc.ca](mailto:atipb@rcmp-grc.gc.ca)

**Q:** What will the RCMP do with my comments and feedback?

**A:** Your valuable comments and feedback will be used to guide draft policies, programs, and services of the RCMP. We will keep communities informed on decisions and recommendations made promptly through this consultation on our RCMP web page (coming soon).

**Q:** How long will the RCMP keep my comments and feedback?

**A:** At minimum, the RCMP will retain comments and feedback obtained through the public consultation tool in accordance with the retention period set out for the type of document under review.

**Q:** Do I have to register with PlaceSpeak to provide my comments?

**A:** Yes, it is a requirement to identify that participants are actual people from a Canadian community. PlaceSpeak's key purpose is to connect you with proponents of consultation in your area that require

verification that you reside within specific boundaries. Private information is never shared with, or displayed to, other visitors or users of the site. PlaceSpeak provides preferences for you to control how your private information is shared on the site and who can see your residential location.

**Q:** Who is leading this work in the RCMP?

**A:** In 2021 the RCMP created an Open Government and Data Governance directorate, dedicating full-time resources to the advancement of Open Government at the RCMP. At its core, the Open Government and Data Governance directorate's work is to advance our collective efforts of enhancing trust in our data (Data and Information Governance) and trust in our organization (Open Government / Enterprise Transparency). Transparency at the RCMP, enabled by an Open Government / Enterprise Transparency approach, offers up opportunities to enhance accountability, foster trust, drive innovation and change, enhance services and policies, foster evidence-based decision making, nurture community policing and become a more efficient and responsive public safety organization as a whole.

**Q:** Who do I contact if I am having issues with the consultation tool?

**A:** PlaceSpeak provides access to a direct messaging chat box to ask your questions. In addition, you can send your questions through the Contact Us page, by email to [info@placespeak.com](mailto:info@placespeak.com) or by phone at 1-844-907-6977.

**Q:** What is the purpose of the Transparency and Trust Multi-Stakeholder Strategic Plan?

**A:** As committed in [Canada's 5<sup>th</sup> National Action Plan on Open Government](#), the RCMP has developed a draft strategic plan to establish its own Transparency and Trust Multi-Stakeholder Forum. The strategic plan provides readers with context around the global, national, and organizational necessity of a consultation body. It outlines the mandate, role, and next steps in its implementation.



**BY EMAIL AND MAIL**

January 16, 2025

Roger Konieczny, Reeve  
County of Minburn No. 27  
Box 550 4909 50 St  
Vegreville, AB T9C 1R6

RECEIVED

JAN 29 2025

Dear Roger Konieczny:

COUNTY OF MINBURN NO. 27

**RE: Industrial Inquiry Commission Reviewing Canada Post**

As you may know, the Canada Industrial Relations Board, as instructed by the Minister of Labour, Steven MacKinnon, ordered the resumption of mail service at Canada Post on December 17, 2024, under Section 107 of the *Canada Labour Code*. What many do not know is that under Section 108, he also created an Industrial Inquiry Commission led by William Kaplan that will work with CUPW and Canada Post to examine the future of the public post office with a very broad scope.

The Commission has been tasked with reviewing the obstacles to negotiated collective agreements, as well as making recommendations about the future structure of Canada Post. The Commission has until May 15, 2025, to submit its final report to the government.

While time is extremely short, the good news is that there is an opportunity for you to make a submission as part of the Commission's public review. CUPW would like to ensure that the views of municipalities are considered. Therefore, if at all possible, we would like you to provide input to the Commission.

During the last public review on the mandate of Canada Post in 2016, the active engagement of municipalities was critical in the decision to maintain door-to-door delivery and immediately stop the further rollout of community mailboxes. However, there is nothing to stop the Commission from making recommendations to bring that back or to suggest other cutbacks.

We have enclosed a sample resolution that your municipality can adopt about making a submission to the Commission, expanding services at the public post office, and the need for more robust public stakeholder consultation. We have also included a document with some suggested themes to consider for your written submission. If you can, please let us know if you plan to participate, pass a resolution, and can send us copies of the materials you submit.

**Upcoming Federal Election**

We also find ourselves in a period of federal political uncertainty, with the possibility of a federal election only months away. This will raise public discussion and debates on many issues affecting the public and all municipalities.

In all likelihood, it will be the next federal government that will determine what will be done with the Commission's report.

In the run-up to the federal election, we urge you to question the political parties on their intentions for Canada Post, and insist they make clear their public commitments regarding the following issues:

- Preserving our universal and public postal service;
- Maintaining the moratorium on post office closures;
- Maintaining door-to-door mail delivery; and,
- Establishing postal banking to offset the loss of financial services in many communities.

Thank you very much for considering our request. There's a lot at stake and we appreciate anything you can do to help. CUPW is confident that we can build on our past success and convince the Commission to recommend against service cuts, to maintain good jobs in our communities, expand services that generate additional revenues to keep Canada Post self-sustaining and allow us to build a universal, affordable and green public postal system for future generations.

For more information, please visit [deliveringcommunitypower.ca](http://deliveringcommunitypower.ca) or contact Brigitte Klassen at [bklassen@cupw-sttp.org](mailto:bklassen@cupw-sttp.org).

Sincerely,



Jan Simpson  
National President

Encl.

c.c. National Executive Committee, Regional Executive Committees, Regional and National Union Representatives, CUPW Locals, Specialists







## Canada Post is Under Review through Section 108 of the *Canada Labour Code*

As you may know, the Minister of Labour, Steven MacKinnon, ordered the resumption of mail service at Canada Post just before the holiday break, ordering CUPW members to return to work under Section 107 of the *Canada Labour Code*. What many do not know is that under Section 108, he also created an Industrial Inquiry Commission lead by William Kaplan that will work with CUPW and Canada Post to examine the future of the public post office with a very broad scope.

It will review Canada Post's financial situation, the possible diversification or alteration of delivery models, Canada Post's viability as it is currently configured, as well as bargaining issues, including full-time employment, health and safety and job security and produce a report not later than May 15, 2025. Accordingly, Kaplan's "recommendations may include amendments to the collective agreement, and any other changes to be implemented, including the structures, rights and responsibilities of the parties in the collective bargaining process."

### The Commission is Seeking Input

We have an incredibly short timeline to follow. Hearings will begin January 27 with statements from both CUPW and Canada Post. The good news is that there is an opportunity for third parties to send in a written submission to the Commission as part of its public review. CUPW and Canada Post must have their bilingual submissions in to the commission by end of day Monday, January 20. We do not have a date or mechanism yet for third-party submissions, but it could be very soon. CUPW would like to ensure that the views of community groups, municipalities, allied organizations and labour are also considered. Therefore, if at all possible, we would like you to provide input to the Commission.

**Please let us know if you will be making a submission. Please contact Brigitte Klassen at [bklassen@cupw-sttp.org](mailto:bklassen@cupw-sttp.org), so we can provide you with more details on how to send it to the Commission as soon as we have more information.**

**As time is of the essence and to help get you started on your submission, here are some suggested themes to consider that are important supplements to CUPW's bargaining demands.**

- Keep Canada Post a Public Service
- Maintain universal service at a uniform price
- Expanded services to diversify and generate new revenue streams, no service cuts
  - add financial services
  - maintain the moratorium on post office closures to enable community hubs (meeting spaces, sales of local crafts, community gardens, government services for all levels of government)
  - maintain door-to-door delivery and increase where financially viable
- Major changes to Canada Post should not be made without full public consultation conducted through a mandate review involving all stakeholders



## Keep Canada Post a Public Service

The Commission will examine the financial situation at Canada Post. Currently, the Crown Corporation is required only to be self-sufficient. It is completely user-funded and does not rely on taxpayer dollars. Canada Post still tends to prioritize major, high-profit customers over the public and providing a public service. Canada Post must not lose sight of its public interest objectives.

Major changes to Canada Post and the *Canadian Postal Service Charter* should not be made without full public consultation and hearings conducted through a mandate review involving all stakeholders. There is simply not enough time to do this under the Labour Minister's *Canada Labour Code* Section 108 order.

## Maintain universal service at a uniform price

There have also been calls in the media and by various think tanks to privatize or deregulate Canada Post with little regard for the impact on public service or working conditions. Though transaction mail has been in decline, there are still over 2 billion letters delivered every year to an increasing number of addresses. Canada Post has an exclusive privilege (a monopoly) to handle letters so that it is able to generate enough money to provide affordable postal service to everyone, no matter where they live, be it a large urban centre or a rural or isolated community. There is no comparison in the world of a deregulated or privatized post office that serves anything near Canada's vast size and geography.

It will become increasingly difficult for our public post office to provide universal postal service if the exclusive privilege is eroded or eliminated. The exclusive privilege funds its universality. If parts of the service are deregulated or privatized, competitors will leave it to Canada Post alone to provide increasingly expensive delivery service to rural and remote communities, while they compete in profitable urban areas.

Providing Canada Post with an exclusive privilege to handle addressed letters is a form of regulation. Reducing or eliminating this privilege is deregulation. We have this regulation for a reason.

## Expanded services to diversify and generate new revenue streams, no service cuts

For years, CUPW has been advocating for new and expanded services to help diversify and create new revenue streams as a direct means to handling decline in letter volumes. Many of these services, such as postal banking, already exist in many other post offices around the world and they generate significant revenue. Around the world, more than 1.2 billion people hold postal bank accounts.

Providing new services through the existing corporate retail network ensures that good jobs remain for workers and their families in the communities in which they live.

## Financial Services

Given Canada Post's vast retail network, postal banking would offer in-community service for those who are underbanked or who have had their financial institutions close and leave town. Today, there are many rural communities with post offices, but no banks or credit unions. Very few Indigenous communities are served by local bank branches. Hundreds of thousands of low-income Canadians don't have bank

accounts at all, and almost 2 million Canadians rely on predatory payday lenders for basic financial services.

Postal banking is relatively straightforward. Like commercial banks, post offices would provide everyday financial services like chequing and savings accounts, loans and insurance. Postal banking could also be used to deliver government loans, grants and subsidies to boost renewable energy projects and energy-saving retrofits.

In many countries, postal banking is also mandated to provide financial access for all citizens and to play a role in addressing social inequalities. Postal banking could provide reliable financial services that everyone needs at affordable rates.

## Community Hubs and Moratorium on Post Office Closures

We have also advocated community hubs (provide government services for all levels of government, meeting space, sales of local crafts, community gardens) and EV charging stations.

One of Canada Post's demands during Negotiations was to have the *flexibility* to close more than 130 of the 493 corporate Retail Post Offices that are protected under the current CUPW-Canada Post Urban Postal Operations collective agreement. These are post offices that are run by Canada Post and are not franchises located inside another host business.

While about three-quarters of these are also covered by an additional 1994 moratorium on closures, for those that are not, they could end up being privatized or disappear altogether if we lose this contract language. Residents may then have to travel further for their postal needs. No franchise host business is going to give up retail space for community hubs, nor parking space for charging stations that generate revenue for Canada Post. Longstanding, good-paying, full-time jobs in our communities could be replaced with low-wage, part-time work.

You can find a list of the post offices under the moratorium and how they are protected here:

<https://www.tpsgc-pwgsc.gc.ca/examendepostescanada-canadapostreview/rapport-report/bureaux-outlets-eng.html>

## Senior Check-Ins

We have proposed creating a senior check-in service as well. Senior check-ins could bring peace of mind to loved ones and relatives who don't live nearby. Japan, France and Jersey in the British Isles currently offer effective and successful senior check-in services through their national postal services. Door-to-door postal workers are already watchful for signs that something isn't quite right. They could be allotted extra time on their routes to simply check in on seniors or people with mobility issues who sign up for the service to make sure everything is okay and deliver peace of mind.

Find out more about our service expansion proposals at <https://www.deliveringcommunitypower.ca>



## **Canada Post and the Industrial Inquiry Commission**

**Whereas** the Canada Industrial Relations Board, as instructed by the Federal Minister of Labour, Steven MacKinnon, ordered the end to the postal strike and the resumption of mail service at Canada Post on December 17, 2024, under Section 107 of the *Canada Labour Code*.

**Whereas** the Federal Minister of Labour, Steven MacKinnon, created an *Industrial Inquiry Commission* under Section 108 of *Canada Labour Code*, led by William Kaplan, that will work with the Canadian Union of Postal Workers (CUPW) and Canada Post to examine the future of the public post office, including possible changes to the *Canadian Postal Service Charter*.

**Whereas** Canada Post is, first and foremost, a public service.

**Whereas** the *Commission* has been tasked with reviewing the obstacles to negotiated collective agreements between CUPW and Canada Post, the financial situation of Canada Post, Canada Post's expressed need to diversify and/or alter its delivery models in the face of current business demands, the viability of the business as it is currently configured, CUPW's negotiated commitments to job security, full-time employment, and the need to protect the health and safety of workers.

**Whereas** the *Commission* only has until May 15, 2025, to submit its final report to the government and make recommendations about the future structure of Canada Post.

**Whereas** while there is room for written input, the *Commission* process is not widely publicized, nor equivalent to a full and thorough public service review of Canada Post's mandate allowing for all stakeholder input, as has been undertaken by previous governments.

**Whereas** it will be crucial for the *Commission* to hear our views on key issues, including maintaining Canada Post as a public service, the importance of maintaining the moratorium on post office closures, improving the *Canadian Postal Service Charter*, home mail delivery, parcel delivery, keeping daily delivery, adding postal banking, greening Canada Post, EV charging stations, food delivery, improving delivery to rural, remote and Indigenous communities, and developing services to assist people with disabilities and help older Canadians to remain in their homes for as long as possible – and at the same time, helping to ensure Canada Post's financial self-sustainability.

**Therefore, be it resolved** that (name of municipality) provide input to the *Commission* in the form of a written submission.

**Therefore, be it resolved** that (name of municipality) will write the Federal Minister of Labour, Steven MacKinnon, and the Federal Minister of Public Services and Procurement of Canada, Jean-Yves Duclos, who is responsible for Canada Post, to demand that no changes be made to the *Canada Post Corporation Act*, Canada Post's mandate or the *Canadian Postal Service Charter* without a full, thorough, public review of Canada Post, including public hearings, with all key stakeholders, in every region of Canada.

**PLEASE SEE THE MAILING INFORMATION FOR RESOLUTIONS ON REVERSE SIDE**

## MAILING INFORMATION

1) Please send your resolution to the Commission:

- We do not have a mailing address at this time. As we understand it, this is the email address that will collect the documents on behalf of the Commission:  
[edsc.cdi-iic.esdc@labour-travail.gc.ca](mailto:edsc.cdi-iic.esdc@labour-travail.gc.ca)

2) Please send your resolution to the Ministers responsible for Labour and Canada Post, and your Member of Parliament:

- Steven MacKinnon, Federal Minister of Labour, House of Commons, Ottawa, Ontario, K1A 0A6
- Jean-Yves Duclos, Federal Minister of Public Services and Procurement of Canada, House of Commons, Ottawa, Ontario, K1A 0A6
- Your Member of Parliament

Note: Mail may be sent postage-free to any member of Parliament. You can get your MP's name, phone number and address by going to the Parliament of Canada website at <https://www.ourcommons.ca/Members/en>

3) Please send copies of your resolution to:

- Jan Simpson, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3
- Rebecca Bligh, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3





RECEIVED

January 20, 2025

JAN 24 2025

County of Minburn No. 27  
Pat Podoborzny, Chief Administrative Officer  
4909 – 50 Street  
Vegreville, AB T9C 1R6

COUNTY OF MINBURN NO. 27

**Re: Intermunicipal Collaboration Framework Extension Agreement for Signature**

---

Lamont County is pleased to report that Lamont County Council approved the extension of the ICF with County of Minburn to 2027, which will allow time for the Government of Alberta to update guiding legislation. The resolution to authorize the extension occurred on January 14, 2025. Thank you for your timeliness in responding to our inquiries, resulting in a quick and efficient extension process.

Attached within are two signed originals of the ICF extension agreement. Please sign the originals and return one to our offices at the address below:

Lamont County  
Attn: Debra Irving, P&CS Director  
Box 240  
Lamont, AB T0B 2R0

Further to our correspondence of October 29, 2024, it was subsequently discovered that Minburn and Lamont counties did not enter into an IDP Agreement. No further action is needed on that file.

Should you require further coordination or assistance with amending the attached agreements, please contact Debra Irving, Planning and Community Services Director at [debra.i@lamontcounty.ca](mailto:debra.i@lamontcounty.ca) or by calling (780) 895-2233, ext. 213.

Sincerely,

Peter Tarnawsky  
Chief Administrative Officer



**AMENDING AGREEMENT** entered into this \_\_\_\_ day of January, 2025.

**BETWEEN:**

**LAMONT COUNTY**  
(hereinafter referred to as "Lamont")

**- and -**

**COUNTY OF MINBURN NO. 27**  
(hereinafter referred to as "Minburn")

**ICF AMENDING AGREEMENT**

WHEREAS Lamont and Minburn have entered into an Intermunicipal Collaboration Framework dated February 10, 2020 (the "ICF"); and

AND WHEREAS Ministerial Order No. MSD: 024/23 provides that the date by which a municipality must review an intermunicipal collaboration framework is amended from at least every five years to at least every seven years (the "Ministerial Order");

AND WHEREAS Lamont and Minburn wish to amend the ICF to reflect the extended timeline in the Ministerial Order to review the ICF.

NOW THEREFORE Lamont and Minburn covenant and agree with each other as follows:

1. Section B(3) of the ICF is replaced with the following:

It is agreed by the Municipalities that the Councils shall review at least once every seven years, commencing no later than 2027, the terms and conditions of the agreement.

2. Except for the foregoing amendment, the ICF shall continue in full force and effect and binding in accordance with its terms.

*[Signature Page to Follow]*

IN WITNESS WHEREOF Lamont and Minburn have affixed their corporate seals as attested by their duly authorized signing officers as of the first day above written.

COUNTY OF MINBURN NO. 27

LAMONT COUNTY

\_\_\_\_\_  
Reeve

  
Reeve

\_\_\_\_\_  
Chief Administrative Officer

  
Chief Administrative Officer



**AMENDING AGREEMENT** entered into this \_\_\_\_ day of January, 2025.

**BETWEEN:**

**COUNTY OF MINBURN NO. 27**  
(hereinafter referred to as the "County of Minburn")

**- and -**

**VILLAGE OF MANNVILLE**

**ICF AMENDING AGREEMENT**

WHEREAS the County of Minburn and the Village of Mannville have entered into an Intermunicipal Collaboration Framework dated March 17, 2020 (the "ICF"); and

AND WHEREAS Ministerial Order No. MSD: 024/23 provides that the date by which a municipality must review an intermunicipal collaboration framework is amended from at least every five years to at least every seven years (the "Ministerial Order");

AND WHEREAS the County of Minburn and the Village of Mannville wish to amend the ICF to reflect the extended timeline in the Ministerial Order to review the ICF.

NOW THEREFORE the County of Minburn and the Village of Mannville covenant and agree with each other as follows:

1. Section B(3) of the ICF is replaced with the following:

It is agreed by the Municipalities that the Councils shall review at least once every seven years, commencing no later than 2027, the terms and conditions of the agreement.

2. Except for the foregoing amendment, the ICF shall continue in full force and effect and binding in accordance with its terms.

*[Signature Page to Follow]*

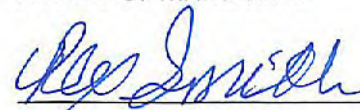
IN WITNESS WHEREOF the County of Minburn and the Village of Mannville have affixed their corporate seals as attested by their duly authorized signing officers as of the first day above written.

COUNTY OF MINBURN NO. 27

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer

VILLAGE OF MANNVILLE

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister*

*MLA, Calgary-Hays*

AR117690

February 13, 2025

Dear Chief Elected Official:

Joint use and planning agreements (JUPAs) between municipalities and school boards operating within municipal boundaries enable the integrated and long-term planning and use of school sites on municipal reserve, school reserve, and municipal and school reserve lands.

On June 10, 2020, Section 670.1 of the *Municipal Government Act* was proclaimed, setting the deadline for municipalities to complete these agreements with the applicable school boards to June 10, 2023. A two-year extension was granted to June 10, 2025, via Ministerial Order No. MSD:013/23.

The ministries of Municipal Affairs and Education have heard from municipalities and school boards about the challenges of meeting this year's deadline. My colleague, the Honourable Demetrios Nicolaides, Minister of Education, and I have agreed to extend the deadline for municipalities and school boards by one year, to June 10, 2026, to provide sufficient time to complete these agreements. As a result, Ministerial Order MSD:013/23 is rescinded and Ministerial Order No. MSD:004/25 is now in effect. Please find attached a copy of the new Ministerial Order.

Municipal Affairs advisory staff can provide additional supports to municipalities to assist with the development of these agreements. Questions regarding JUPAs can be directed to a planning advisor at [ma.advisory@gov.ab.ca](mailto:ma.advisory@gov.ab.ca), or call toll-free by first dialing 310-0000, then 780-427-2225. Should municipalities require support to mediate discussions with school boards, please email [municipalcollaboration@gov.ab.ca](mailto:municipalcollaboration@gov.ab.ca), or call the number above for more information.

Sincerely,

Ric McIver  
Minister

Attachment: Ministerial Order No. MSD:004/25

cc: Honourable Demetrios Nicolaides, Minister of Education



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Calgary-Hays*

MINISTERIAL ORDER NO. MSD:004/25

I, Ric McIver, Minister of Municipal Affairs, pursuant to Section 605(2) of the *Municipal Government Act*, make the following order:

The date by which a municipality must enter into a joint use and planning agreement with a school board, as required by Section 670.1(1) of the *Municipal Government Act*, is extended to June 10, 2026.

Ministerial Order No. MSD:013/23 is hereby rescinded.

Dated at Edmonton, Alberta, this 29 day of January, 2025.

Ric McIver  
Minister of Municipal Affairs

# COUNCIL MEETING ACTION ITEMS

Action List Item No.	Motion No.	Meeting Date	Description	Percentage Completed	Person Responsible	Date Completed	Notes
2265	2023-149	19-Jun-23	Review Code of Conduct Bylaw No. 1280-19.	50%	Pat		Waiting on province to release new standards for Council Code of Conduct.
2367	2024-256	16-Dec-24	Sell 1954 International Fire Truck to Village of Innisfree for one dollar	75%	Pat/Jay		Bill of Sale sent to Innisfree, awaiting their signature and return of a copy of the Bill of Sale.
2371	2025-004	23-Jan-25	Enter into Lease agreement with CNR Railway for encroachments on Twp Rd 502A in Minburn and Twp Rd 512A in Ranfurly.	100%	Davin	23-Jan-25	Agreement signed and returned to CN.
2372	Multiple	23-Jan-25	Add new Bylaws 1353-24, 1354-24, 1355-24, 1356-24, 1357-24, 1358-24, 1359-24, 1360-25, 1361-25 to server and bylaw book. Update bylaw summary.	100%	Audra	24-Jan-25	
2373	2025-009	23-Jan-25	Arrange two public engagement sessions prior to 3rd and final reading of Bylaw Enforcement Officer Bylaw and ASB Draft Strategic Plan	100%	Davin	29-Jan-25	Lavoy Hall booked for Feb 18, Minburn Ag Society Hall booked for Feb 19
2374	2025-012	23-Jan-25	Add BF 01865 Repair Tender to Bridge Repair work being done in 2025	100%	Norm	30-Jan-25	Approved MPA engineering to add this to the 2025 repair tender.
2375	2025-013	23-Jan-25	Advise Vegreville Ford of County truck purchases	100%	Norm	23-Jan-25	Vegreville Ford notified by letter and with a formal Purchase Order.
2376	2025-031	23-Jan-25	Increase Non-Residential Education Tax rate for 2025 and 2026 years.	50%	Jay/Dwight		To be completed as part of the Tax Rate Bylaw preparation in April/May
2377	2025-032	23-Jan-25	Send Amending ICF Agreement to County of Vermilion River for signatures	100%	Pat	27-Jan-25	Executed ICF Extension agreement was sent to the County of Vermilion River.
2378	2025-042	23-Jan-25	Advise Town of Vegreville Council approved \$250 for advertising costs for Annual Family Day Breakfast. Issue payment.	100%	Pat	30-Jan-25	Letter sent to the Town of Vegreville, FCSS