

Town of Drumheller COUNCIL MEETING AGENDA

March 12, 2012 at 4:30 PM
Council Chamber, Town Hall
703-2nd Ave. West, Drumheller, Alberta



Page

1.0 CALL TO ORDER

- 1.1 Recognition of the Drumheller Valley Secondary School Senior Boys Basketball Team for achieving silver in the 2A Boys Provincials

2.0 MAYOR'S OPENING REMARK

- 3-4 2.1 Letter from Alberta Solicitor General and Public Security re funding under the Municipal Policing Assistance Grant (MPAC) Program
- 2.2 Motion required to appoint Doug Stanford to the Citizens on Patrol Committee

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

- 5-9 5.1.1 Regular Council Meeting Minutes of February 27, 2012
- 10-13 5.1.2 Regular Council Meeting Minutes of March 12, 2012
- 14-15 5.1.3 Special Council Meeting Minutes of February 29, 2012

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

- 16-18 5.2.1 Municipal Planning Commission Minutes of January 19, 2012
- 19-21 5.2.2 Municipal Planning Commission Minutes of February 9, 2012

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

8.1.1 David Edmunds, GEC Architect - Badlands Community Faciity Update

22-25 8.1.2 Bylaw 04.12 being a bylaw to amend the Land Use Bylaw 10.08 by redesignating a portion of LSD 5 of SW1/4-11-29-20W4M from CR - Country Residential District to R1 - Residential District

26-69 8.1.3 RFD - Municipal Police Service Agreement (MPSA) (Federal - 20 year agreement)

8.2. Director of Infrastructure Services

8.3. Director of Corporate Services

8.4. Director of Community Services

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICES OF MOTIONS

13.0 COUNCILLOR REPORTS

14.0 IN-CAMERA MATTERS

14.1 Personnel Matter

rec'd March 19th 11

Agenda Item # 2.1
Prov - 3 yr grant renewal



ALBERTA

SOLICITOR GENERAL AND MINISTER OF PUBLIC SECURITY

Office of the Minister

AR 18265

March 6, 2012

His Worship Terry Yemen
Mayor, Town of Drumheller
703 - 2 Avenue West
Drumheller AB T0J 0Y3

Dear Mayor Yemen:

Alberta Solicitor General and Public Security (the "Ministry") would like to continue to provide funding under the Municipal Policing Assistance Grant (MPAG) Program to your municipality. The objective of the MPAG Program is to assist municipalities responsible for their own policing services under the *Police Act*.

The current MPAG funding agreement expires March 31, 2012. In order to continue to provide funding, we need to enter into a new grant agreement effective April 1, 2012. The three year period from April 1, 2012 to March 31, 2015 aligns with the Government of Alberta's budget cycle and in no way changes the intent of the MPAG Program's ongoing nature, as dependant on budget approval.

Attached are two copies of the agreement for your signature. We ask that you review the documents and return one copy of the signed agreement by March 30, 2012 to:

Assistant Deputy Minister, Public Security Division
10th fl John E Brownlee Building
10365 - 97 Street
Edmonton, AB
T5J 3W7

Please note that we need to sign the same agreement with all 51 municipalities eligible for MPAG funding.

Alberta ■

.../2

402 Legislature Building, Edmonton, Alberta T5K 2B6 Canada Telephone 780-415-9406 Fax 780-415-9566

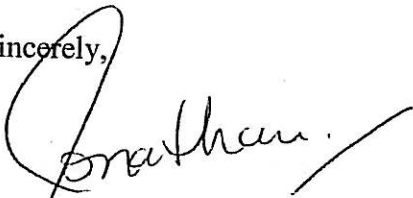
-2-

The agreement has substantively the same funding formula and conditions on use of the grant funds. The changes include:

- a new agreement format to be consistent with government agreement standards. The new format includes the addition of several clauses including, freedom of information and privacy act, hold harmless, waiver, assignment, no employment relationship, time of the essence and choice of law and jurisdiction;
- an administrative update to the funding formula to address a fairness issue for municipalities with populations from 16,667 to 20,000. Using the current formula, the payments to affected municipalities gradually decrease to \$18 per capita at a population of 20,000. However, at a population of 20,001 the payment goes up to \$19 per capita. The issue is resolved by changing the population threshold which marginally increases grant funding to municipalities with population between 16,667 and 20,000. This change has no effect on other municipalities; and
- the time period in the return of funds clause has been extended to June 30th for all instances where funds need to be returned.

If your staff has any questions, they may contact Michael Michalski, Executive Director Financial and Business Services at 780-427-7516.

Sincerely,



Jonathan Denis, QC
Minister

Attachment

cc: Honourable Doug Griffiths, Minister of Municipal Affairs
Honourable Jack Hayden, MLA Drumheller-Stettler
Ray Romanetz, Chief Administrative Officer, Town of Drumheller

**Town of Drumheller
COUNCIL MEETING
MINUTES**

February 27, 2012 at 4:30 PM
Council Chamber, Town Hall
703-2nd Ave. West, Drumheller, Alberta



PRESENT:

MAYOR:

Terry Yemen

COUNCIL:

Andrew Berdahl

Jay Garbutt

Lisa Hansen-Zacharuk

Sharel Shoff

Doug Stanford

Tom Zariski

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Ray Romanetz

DIRECTOR OF INFRASTRUCTURE SERVICES:

Allan Kendrick

DIRECTOR OF CORPORATE SERVICES:

Michael Roy

RECORDING SECRETARY:

Corinne Macdonald

ABSENT:

DIRECTOR OF COMMUNITY SERVICES:

Paul Salvatore

1.0 CALL TO ORDER

1.1 Councillor Lisa Hansen-Zacharuk was sworn in as Deputy Mayor for the months of March and April, 2012.

1.2 Hon. Jack Hayden, MLA Drumheller-Stettler

Hon. Jack Hayden, MLA Drumheller-Stettler was present to provide an overview of MSI and additional grant funding for Drumheller. Mr. Hayden noted that the 2012 Provincial Budget is in debate. He wanted to clarify some confusion he has read in the newspapers on MSI Funding. He stated that all grants the Town applied for last year were approved. He also presented a letter stating the Water Wastewater Treatment Plant grant for the East Coulee Water Treatment Plant project was approved for funding. He also noted that any applications the Town makes, if they let him know, he will provide his support for the grant approvals.

2.0 MAYOR'S OPENING REMARK

2.1 Badlands Community Facility Open House

Mayor T. Yemen advised that he had some exciting news from Guy Latour, Business Manager of the Badlands Community Facility, advising that we have an opening date for the facility. On March 9th there will a Member's Day for those who have pre-purchased memberships; March 10th & 11th there will be an open house for the public; and on March 12th the facility will be fully operational and open to the public.

2.2 Drumheller Institution Water and Sewer Rates

R. Romanetz advised that the Town has entered into a new agreement with the Institution for water and wastewater rates. These rates will come into affect when the Utility Rate Bylaw is passed.

2.3 Director of Corporate Services

R. Romanetz advised that we have hired a new Director of Corporate Services. Jack Kuzminski will join the Town on April 16, 2012. He has a Certified General Accountant designation and brings considerable experience to the position with a wide range of experience in municipal finance, fiscal management and human resources.

2.3 Mayor T. Yemen proclaimed Freedom to Read Week from February 26 to March 3, 2012.

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MOTION 2012.25 Garbutt, Shoff moved that the Agenda be adopted as presented. Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

5.1.1 Regular Council Meeting Minutes of February 13, 2012

MO 2012.26 Shoff, Zariski moved that that the minutes of the Regular Council Meeting of February 13, 2012 be adopted as presented. Carried unanimously.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

8.1.1 Bylaw 03.12, being a bylaw to establish utility rates (water and wastewater)

R. Romanetz noted that discussions were held on this Bylaw at a previous meeting and the rate proposal was reviewed. He advised that the Town is proposing an increase of 3%, which will become effective on Third Reading of the Bylaw.

MO2012.27 Shoff, Hansen- Zacharuk moved First Reading of Bylaw 03.12. Carried unanimously.

MO2012.28 Hansen-Zacharuk, Garbutt moved Second Reading of Bylaw 03.12. Carried unanimously

MO2012.29 Shoff, Hansen-Zacharuk moved no objections to Third Reading of Bylaw 03.12. In favour – Yemen, Berdahl, Hansen-Zacharuk, Shoff, Stanford. Opposed – Zariski. Motion defeated.

Councillor S. Shoff wanted the lost revenue noted. B. Wulff advised the following:

Water shortfall for one month	\$5,740
Wastewater shortfall for one month	\$5,475
Total	\$11,215

Mayor T. Yemen advised that there will be a Special Council meeting held on February 29, 2012 to discuss this matter. Councillor J. Garbutt advised he will be away.

8.1.2 RFD - Drumheller Phase 2 Project Facility(s) Steering Committee Terms of Reference

R. Romanetz reported that the package for the draft Terms of Reference were discussed at a previous meeting. The Terms of Reference for the Steering Committee outlines the steps that have to be taken to prepare a Business Case Analysis/Plan that will ensure a shovel ready project should any available grant money become available. He also suggested that members of the BCF Steering Committee may wish to let their name remain on the Committee as their expertise could be utilized in other areas.

MO2012.30 Hansen-Zacharuk, Berdahl moved that Council approve the Drumheller Phase 2 Project Facility(s) Steering Committee Terms of Reference as presented.

Councillor A. Berdahl suggested that the Design Committee be changed to Development Committee.

Councillors Hansen-Zacharuk, Berdahl agreed to amend the motion.

MO2012.30A Hansen-Zacharuk, Berdahl moved that Council approve the Drumheller Phase 2 Project Facility(s) Steering Committee Terms of Reference, subject to the Curling Rink and Second Ice Surface Design Committee's name be changed to Development Committee.

In favour: Yemen, Berdahl, Hansen-Zacharuk, Shoff, Zariski.
Opposed – Stanford.
Motion carried.

8.1.3 RFD - Drumheller and District Solid Waste Management Association's Notice of Motion to join the Southern Alberta Waste to Energy Alliance (SAEWA)

R. Romanetz reported that the SAEWA was formed in 2008 to explore alternative options to landfilling, specifically Energy from Waste facilities. The Alliance believes that Energy from Waste is the disposal method of the future however it is only viable on a large scale. In order for the Energy from Waste Facility to succeed and be economically viable they need to supply the plant with a consistent 1,000 metric tonnes of waste per day. There are concerns as they do not have a specific organizational structure yet.

SAEWA is currently applying for a legal entity status with the Provincial Government, their bylaws, membership agreement and structure was to be discussed and approved by the group at their last meeting on February 24, 2012.

From the perspective of SAEWA this would be new technology that creates a more environmentally friendly way of handling the waste stream that reduces the reliance on Landfills. It should be noted that the Drumheller & District Regional Landfill (DDRL) was recently upgraded and is considered to be a "State of the Art" Facility which meets all of Alberta Environments approval requirements. The Landfill has capacity to meet our communities' needs for the next 30- 35 years.

Councillor J. Garbutt noted that at the last Solid Waste Management meeting a Notice to Motion was given for their next meeting. He advised that there is a charge of \$.40 per capita to being a member. He also noted there are several questions that have not been answered: what is the benefit of being a member, why would we truck our waste, etc. This project would be for a profit industry.

Council unanimously disagreed with the request received from Southern Alberta Energy from Waste Alliance to have the Town of Drumheller as part of the Drumheller & District Solid Waste Management Association serve as a member of their organization.

8.2. Director of Infrastructure Services

8.3. Director of Corporate Services

8.4. Director of Community Services

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICES OF MOTIONS

13.0 COUNCILLOR REPORTS

14.0 IN-CAMERA MATTERS

There being no further business, Mayor Terry Yemen adjourned the meeting at 5:40 PM.

Mayor

Chief Administrative Officer

**Town of Drumheller
COUNCIL MEETING
MINUTES**

March 12, 2012 4:30 PM Council Chambers, Town Hall
703 - 2nd Ave. West, Drumheller, Alberta



PRESENT:

MAYOR:

Terry Yemen

COUNCIL:

Andrew Berdahl

Jay Garbutt

Sharel Shoff

Doug Stanford

Lisa Hansen-Zackaruk

Tom Zariski

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Ray Romanetz

DIRECTOR OF INFRASTRUCTURE SERVICES:

DIRECTOR OF CORPORATE SERVICES:

William Wulff

DIRECTOR OF COMMUNITY SERVICES:

Paul Salvatore

RECORDING SECRETARY:

Janice Armstrong

ABSENT: Al Kendrick

1.0 CALL TO ORDER

2.0 MAYOR YEMEN'S OPENING REMARKS

2.1 Mayor T Yemen presented a letter from Hon. Jack Hayden Minister of Tourism, Parks and Recreation inviting the Town of Drumheller to consider submitting a bid for the rights to host the 2015 Alberta 55 Plus Winter Games. The community awarded this opportunity will receive base financial support to cover operational, cultural, and legacy aspects of the games.

2.2 Mayor T. Yemen presented a letter from the Hon. Jack Hayden, Minister of Tourism, Parks and Recreation advising that grant funding will be provided to the Town of Drumheller under the 2011 conditional operating funding component of the Municipal Sustainability Initiative. The following projects have been accepted as qualifying projects: Civic Center \$70,032 and the Aquaplex \$50,000.

2.3 Mayor T. Yemen received an invitation from the Town of Hanna to celebrate their 100 Anniversary. The celebrations start on August 4, 2012 and everyone is welcome to attend.

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March 12, 2012
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2.4 R. Romanetz reported that a letter was received from Miles Davison LLP, dated March 1, 2012 in regards to the Badlands Ski Hills vs The Town of Drumheller. The letter stated that at this time no default proceedings or Statement of Defence is required. R. Romanetz reported that he has contacted the Town's Solicitor C. Kloot and once a response is received, a report will be presented to Council.

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2012.32 Hansen-Zacharuk, Shoff moved to adopt the agenda as presented. Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

R. Romanetz advised that due to family emergencies, the minutes of February 27, 2012 Council meeting have not yet been completed and will be presented to Council on March 26, 2012.

5.2 MINUTES OF MEETINGS PRESENTED FOR INFORMATION

5.3 BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1 CAO

8.1.1 RFD – 2012-2014 Operations Budget

R. Romanetz advised that on January 9, 2012 Administration presented the Town's 2012-2014 Operating Budget to Council. The 2012-2014 Corporate Plan includes the 3 year Operating Budget and 2012 Capital Budget for the Town of Drumheller. The Corporate Plan also includes the Strategic Business Plan and the 2012-2012 Service Fee Schedules, both previously approved by Council.

Financial /Budget Implications for the 2012-2014 Operating Budget includes revenue of
2012: \$17,290,517

2013: \$ 18,156,525

2014: \$ 19,008,850.

The proposed Budget includes:

2012 deficit is estimated at \$47,166

2013 surplus is estimated at \$26,246

2014 surplus is estimated at \$279,462 for a net surplus of \$258,542 over three years.

R. Romanetz advised that there is a minor adjustment to the net surplus due to wages and utility

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adjustments.

MO2012.33 Shoff, Berdahl to approve the 2012-2014 Operating Budget as presented. Carried

8.1.2 2012 Capital Budget

R. Romanetz presented the 2012 Capital Budget. The capital budget outlines the capital priorities for the Town of Drumheller and identifies how the priorities will be funded. The capital budget includes \$11,401,166 in capital spending. The majority of the capital projects are also contingent on grants funding from either the federal or provincial governments. With the exception of preliminary engineering, capital projects will not proceed until funding has been approved.

R. Romanetz advised that at council's request, the Town Entrances have been made a priority in 2012 so an additional \$50,000 has been added to the 2012 capital plan to be completed over a number of years. He requested that the funds be used to hire a landscaping consultant to help in the efforts of creating a comprehensive corridor landscaping plan that will not be adversely affected by highway salts and extreme weather conditions.

Councillor Garbutt stated that the multi year plan beyond 2012 shows significant annual deficits that may require future borrowings. CAO Romanetz advised that the multi year plan shows a number of major projects that may be required based on community needs and expectations but does not include all revenue sources. For these projects to move forward, the Town would need to access additional grants or other funding sources. However, by including them in the multi year plan, the projects are identified for review by Council as part of the strategic priority setting process. He also advised that the Town should continue to lobby for an increase to the MSI and Gas Tax funding to fund the current infrastructure deficit.

MO2012.34 Hansen-Zackaruk, Zariski moved to approve the 2012 Capital Plan, totalling \$11,401,166 in expenditures including an additional \$50,000 for the Town Entrances Project to be approved as presented.

In favour - Berdahl, Shoff, Stanford, Hansen-Zackaruk, Zariski, Yemen

Opposed - Garbutt

Motion Carried

8.1.3. New Vintage Home - Utility Reimbursement Request

R. Romanetz presented a request to waive New Vintage Homes Ltd. (Anthony Audia) utility bill by \$10,800.68. R. Romanetz advised that Mr. Audio's situation is unique, with approximately 100 units on sight and all flows going through one 6" meter which is situated at the entrance of his property. Water leakage has been an issue for a couple years and Mr. Audio thought it was on Town property however it was found to be due to aging infrastructure on his property. Repairs have been ongoing but additional leaks continued as the old infrastructure was replaced. With direction from Council it was unanimously agreed not to accept Mr. Audio's request to reduce his utility bill by \$10,800.68 as with all property owners, it is the responsibility of the land owner to make any repairs required on their land and infrastructure.

8.1.4 Municipal Police Service Agreement

Council agreed to table this item until Acting Director of Corporate Services, Bill Wulff had an

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opportunity to participate in the webinar to be held on March 13, 2012.

8.2 Director of Infrastructure Services

8.3 Director of Corporate Services

8.4 Director of Community Services

8.4.1 Appointments to the Economic Development Task Force (tabled to Next Regular Council Meeting)

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

- 9.1 CAO
- 9.2 Director of Infrastructure Services
- 9.3 Director of Corporate Services
- 9.4 Director of Community Services

10.0 PUBLIC HEARING DECISIONS

11.0 DELEGATION DECISIONS

12.0 UNFINISHED BUSINESS

13.0 NOTICES OF MOTIONS

14.0 COUNCILLOR REPORTS

15.0 IN-CAMERA MATTERS

There being no further business the Mayor declared the meeting adjourned at 5:30 PM.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Town of Drumheller SPECIAL COUNCIL MEETING MINUTES



February 29, 2012 5:30 PM
703 – 2nd Avenue West, Drumheller, Alberta

PRESENT:

MAYOR:
Terry Yemen

COUNCIL:

Andrew Berdahl
Jay Garbutt
Sharel Shoff
Doug Stanford
Tom Zariski
Lisa Hansen Zacharuk

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Ray Romanetz

DIRECTOR OF INFRASTRUCTURE SERVICES:

Allan Kendrick

ACTING DIRECTOR OF CORPORATE SERVICES:

Bill Wulff

DIRECTOR OF COMMUNITY SERVICES:

Paul Salvatore

RECORDING SECRETARY:

Bill Wulff

ABSENT: Jay Garbutt

1.0 CALL TO ORDER

Mayor Terry Yemen called the meeting to order at 5:30 PM.

2.0 Third Reading to Town of Drumheller Bylaw 03.12, Utility Rates Bylaw

MO2012.SP01 Shoff, Hansen-Zacharuk moved third reading to Bylaw 03.12.

Discussion on Motion:

In response to a question from Council, it was agreed that Administration will work with the consultant to have a review presented to Council before the next budget process. The purpose of the session is to more fully understand the processes involved and the effects of decisions and the various scenarios available. Council requested that the public be made aware of the cost for processing and distribution of water in accordance with the

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Special Council Meeting
February 29, 2012
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regulatory requirements.

Vote on Motion:
Carried unanimously.

There being no further business, the Mayor declared the Special Council meeting adjourned at 5:41 PM

Mayor

Chief Administrative Officer



**Municipal Planning Commission
MINUTES
Meeting of Thursday, January 19, 2012**

Present: Jeanette Neilson, Member/ Acting Chair
Andrew Berdahl, Councillor/Member
Sharon Clark, Member
Doug Stanford, Councillor/Member
Paul Salvatore, Director of Community Services – Arrived at 4:50
David Suen, Intern for Palliser Regional Municipal Services
Brad Wiebe, Palliser Regional Municipal Services
Cindy Woods, Development Officer
Janice Armstrong, Recording Secretary

Absent: Shawn Francis, Member
Robert Greene, Chairperson

1.0 CALL TO ORDER – 4:35 p.m.

2.0 MINUTES OF NOVEMBER 24, 2011

A. Berdahl moved to accept the minutes of November 24, 2011 as presented. CD

3.0 DEVELOPMENT PERMITS

3.1 T00002-12H Andy's Towing & Salvage – Home Occupation – "R-1a"

C. Woods presented Development Permit T00002-12H submitted by Andrew Echlin for a Towing and Salvage Company to be located at 501 5 Street East; Drumheller on Plan 2089BN; Block 1; Lot 1 & 2. Zoning is "R-1a" Residential.

C. Woods reported that Andrew Echlin would operate a towing business out of his home, however; Mr. Echlin has requested the use of 5th street to park his 2000 GMC C600 flat bed. He indicated that he operates 24 hours a day and this would allow him quick access to his vehicle and response time once a call is received. It was also reported that A. Echlin will not be storing any salvage in this yard as he has a storage yard located in the Little Fish Lake area.

Discussion was held and it was agreed that due to complaints received in the past for oversized vehicles being parked in residential areas and the fact that he would not be in compliance with the Town of Drumheller's Traffic Bylaw 01-03, which states; Part IV(4) "No person shall park a truck having a maximum gross weight in excess of Six Thousand Kilograms (6,000 kg) on any highway within the Town except as otherwise provide in this bylaw and except on the highway designated in Schedule C."

Motion: D. Stanford to refuse Development Permit T00002-12H submitted by Andy Echlin for a Towing and Salvage Company to be located at 501 5 Street East; Drumheller on Plan 2089BN; Block 1; Lot 1 & 2.
Zoning is "R-1a" Residential.

Seconded by S. Clark Cd.



3.2 T00003-12D – Wayne Disk Golf Tournament – Special Event – “A”

C. Woods presented Development Permit T00003-12D for the 2012 Lost Egg Disc Golf Tournament submitted by P.D.G.A (Craig Burrows-Johnson) located at NE- 07-28-19 W4M, Wayne. Zoning for this area is “A” Agricultural.

C. Woods reported that the Hamlet of Wayne along with the P.D.G.A will be hosting the Annual Disc Golf Tournament on August 4th & 5th 2012. This event has taken place in this area for the last few years and is expected to have a turn out of 150 people including spectators. There have been no complaints received for the event and the conditions will be the same as previous years. No camping will be on the site and 2 port-a-potties will be available. A Certificate of Insurance will be provided to the Town of Drumheller prior to event, advising that they will keep the Town harmless and indemnified against any and all expense, loss, damage, claim or action to which the Town may be put arising out of the operation of the event.

Motion: A. Berdahl to approve Development Permit T00003-12D for the 2012 Lost Egg Disc Golf Tournament submitted by P.D.G.A (Craig Burrows-Johnson) to be located at NE 07-28-19 W4M; Wayne the Zoning is “A” Agricultural with the following conditions:

1. Must conform to Land Use Bylaw 10-08.
2. Special Event Permit effective August 4, 2011 to August 5, 2011.
3. Must provide Certificate of Insurance prior to the event in favour of the Town of Drumheller and such policy will keep the Town harmless and indemnified against any and all expenses, loss, damage, claim or action to which the Town may be put arising out of the operation of the said event.
4. Refuse containers and a minimum of two porta sans available on site for public use during the event.
5. There will be absolutely no camping on the premises or on adjacent or nearby properties at any time. Those Patrons wishing to camp should be directed to approved campgrounds only.
6. Development to conform to any/all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
7. Town of Drumheller Community Standards Bylaw to be strictly adhered to at all times.

Seconded by D. Stanford Cd.

3.3 T0001-12-S – Campus Alberta – Placement of Fascia Sign – “DT” Downtown

C. Woods presented Development Permit T-0001-12-S for the placement of a Fascia Sign located at 101, 180 Riverside Drive East; Drumheller on Plan 3147HR; Block 34; Lot 3. Zoning is “DT” Downtown Transition District.

C. Woods advised that Campus Alberta is applying for the placement of an east facing non illuminated fascia sign which will be 12' x 32" (32sq ft). The sign meets all the requirements of Land Use Bylaw 10-08.

Motion: D. Stanford to approve Development Permit T-0001-12-S for placement of a Fascia Sign located at 101, 180 Riverside Drive East; Drumheller on Plan 3147HR; Block 34; Lot 3 with the following conditions:.

1. Must conform to Land Use Bylaw 10-08.
2. Placement, components and appearance of sign as per application. Development Officer/Municipal Planning Commission must first approve any modifications.
3. Developer to ensure authorization for sign placement obtained from property owner.
4. Any/all Safety Codes Permits to be obtained prior to the installation of sign.
5. Contractor(s) to have a valid Business License with the Town of Drumheller.
6. Appearance of sign shall be maintained to the satisfaction of the Development Officer/Municipal Planning Commission.



7. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
8. All Signs shall be removed if business ceases operations or the use of the site is terminated.

Seconded by S. Clark Cd

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

Outdoor Patio Report & Policy

B. Wiebe reported that on January 16, 2012, Council approved a policy for Out Door Patios. At this time on street patios are not listed in the Town of Drumheller Land Use Bylaw. The policy that was passed will ensure that all patios are safe and consistent throughout the municipality. The demands for patios are increasing and may bring more visitors to the downtown area. Factors to consider for approval of an Out Door Patio would be based on sufficient room for pedestrians, wheelchairs and Strollers. A clearance of 5 feet should remain after the patio has been completed. Safety issues, such as site lines, wheelchair ramps and also ensuring there are no negative effects on the adjacent businesses.

Discussion was held and it was agreed that a circulation should also be sent out to all surrounding businesses prior to making application for a development permit so it can be presented as a complete package to the MPC for their decision.

5.0 OTHER DISCUSSION ITEMS

Last Chance Saloon (Wayne) – Outdoor Live Entertainment

C. Woods presented a request from Last Chance Saloon to allow for live entertainment on a permanent basis. F. Dayman, the owner of the saloon, advised that this does not imply that there will be live entertainment on a nightly basis however; it would allow him to hire passing through entertainment without having to go apply for permit every time. F. Daymen reported that he has the community's full support.

Discussion was held and it was agreed that, if there was full community support then the MPC should approve his request. There is an issue in regards to the time that the entertainment would end and if it was in conflict with the Community Standards Bylaw. B. Wiebe advised that the MPC can recommend changes to the Community Standards Bylaw and the Land Use Bylaw so that there is a consistency with the two.

6.0 Adjournment –Motion to adjourn at 6:30 pm.

Chairperson

Development Officer



**Municipal Planning Commission
MINUTES
Meeting of Thursday, February 9, 2012**

Present: Paul Salvatore, Director of Community Services
Robert Greene, Chairperson
Cindy Woods, Development Officer
Linda Taylor, Recording Secretary
Andrew Berdahl, Councillor/Member
Doug Stanford, Councillor/Member
Shawn Francis, Member
Sharon Clark, Member
Brad Wiebe, Palliser Regional Municipal Services
David Suen, Intern for Palliser Regional Municipal Services

Absent: Jeanette Neilson, Member – with regrets

1.0 CALL TO ORDER – 4:35 p.m.

2.0 MINUTES FROM PREVIOUS MEETINGS

Minutes were not presented.

3.0 DEVELOPMENT PERMITS

3.1 T00007-12H – Steward – Replacement of Manufactured Home/Detached Garage-“SCR”

C. Woods presented Development Permit T00007-12H submitted by Don Steward for placement of a manufactured home and new construction of a detached garage located at 112 4 Street West, Lehigh on Plan 8168FS, Block 2, Lot 9-13. Zoning is “SCR” Suburb Community Residential District. Manufactured homes are a discretionary use in this district.

This is a new home replacing an existing manufactured home that will be demolished along with the existing garage, deck and addition. All set backs meet the requirements of the current Land Use Bylaw.

The exterior finishing of the garage will match the new manufactured home and the applicant is requesting a relaxation of 20% on the size to 1080 sq ft and the height to 18’. This is compatible with other accessory buildings in the area.

The Municipal Planning Commission discussed the application.

Motion: A. Berdahl moved that Development Permit T00007-12H submitted by Don Steward for placement of a manufactured home and new construction of a detached garage located at 112 4 Street West, Lehigh on Plan 8168FS, Block 2, Lot 9-13 be approved as presented, subject to the following conditions:

1. Development shall conform to Land Use Bylaw 10-08.
2. Subject to the requirements of Section 71 of Land Use Bylaw 10-08 governing Manufactured Homes (copy attached).
3. Placement of construction as per plans submitted with application.
4. Relaxation granted for over-size detached garage to 1080 sq ft and 18’ high as per application.



5. All required Safety Codes Permits (building, electrical, gas, plumbing and private sewage) to be in place prior to placement of Manufactured Home and/or commencement of any construction or installations.
6. **An over-weight/over-dimensional permit from Road-Data (1-888-830-7623) must be issued prior to relocating structures within the municipality.**
7. If the holder of the permit wishes to make any changes that depart from the description in the application or from any other condition or restrictions imposed, the holder of the permit must obtain prior permission of the Development Officer/Municipal Planning Commission. An additional development application may be necessary.
8. Landscaping to be in accordance with Policy C04-02 and Land Use Bylaw 10-08 and to the satisfaction of the Development Officer/Municipal Planning Commission.
9. All local improvements at owner's expense including, however not limited to, driveways, frontage charges, water/sewer services.
10. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.

Second: S. Francis – Carried

C. Woods presented the commission with a request by Don Steward to enclose their empty lot to the West with a 6' high chain link fence. The fence is for an existing garden and there are no buildings on this property. Mr. Steward advised the height is necessary to keep deer and wildlife out of the garden and would not obscure sight lines.

The Municipal Planning Commission discussed the request and recommended the applicant discuss with neighbours before construction but didn't have any objections to the proposal.

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

Subdivision Report – File No. 80/114

D. Suen presented the following subdivision report: Valley Auto Recyclers Ltd applied to create a one acre subdivision and consolidate with LSD 9 & 10 of NE1/4 Sec3-Twp29-Rng20-W4M, located at the end of Premier Way on the south side of the Prehistoric Parks Industrial area. There is an existing offer to purchase with the Town of Drumheller; this land is situated at the access to their property.

The Municipal Planning Commission discussed the subdivision report.

The Municipal Planning Commission agreed with the recommendations of Palliser Regional Municipal Services.

B. Greene excused himself from the meeting at 4:52 pm.

5.0 OTHER DISCUSSION ITEMS

Municipal Sustainability Plan

B. Wiebe presented the Municipal Sustainability Plan for the new members of the Commission.

P. Salvatore excused himself from the meeting at 4:56 pm.



The Municipal Planning Commission discussed key points of the Municipal Sustainability Plan and indicated areas of interest to focus on.

6.0 Adjournment –Motion to adjourn at 5:55 pm.

Chairperson

Development Officer

**TOWN OF DRUMHELLER
BYLAW NUMBER 04.12**

Agenda Item # 8.1.2

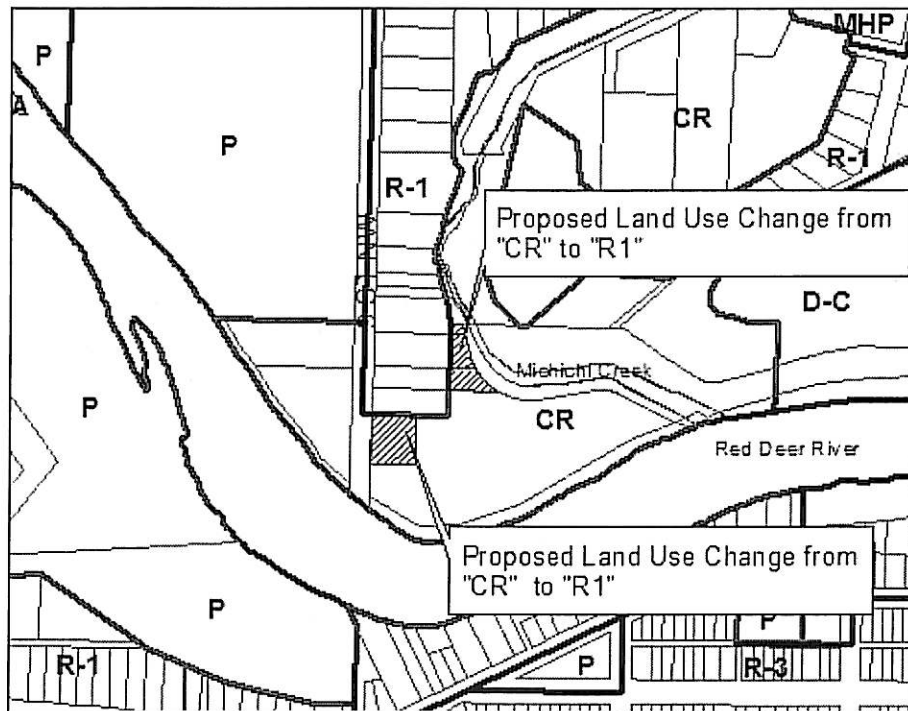
BEING A BYLAW TO AMEND LAND USE BYLAW NO. 10-08 FOR THE TOWN OF
DRUMHELLER IN THE PROVINCE OF ALBERTA.

WHEREAS pursuant to the provision of Section 639 of the *Municipal Government Act*, RSA 2000, Chapter M-26, the Council of the Town of Drumheller (hereinafter called the Council), has adopted Land Use Bylaw No. 10-08;

AND WHEREAS the Council deems it desirable to amend Land Use Bylaw 10-08; and

NOW THEREFORE the Council hereby amends Land Use Bylaw No. 10-08 as follows:

Schedule A, Land Use District Map, by re-designating a portion of LSD 5 of SW 1/4 Sec.11 - Twp. 29 - Rge 20 W4M (C. of T. 021 281 567 +11) in the Town of Drumheller from "CR" – Country Residential District to "R1" – Residential District as shown on the plan below:



READ A FIRST TIME THIS ____th DAY OF _____, 2012.

READ A SECOND TIME THIS ____th DAY OF _____, 2012.

READ A THIRD TIME AND PASSED THIS ____th DAY OF _____, 2012.

MAYOR

CHIEF ADMINISTRATIVE OFFICER



November 25, 2011

File No: 80/112
PRMS #2011-024

Jean & Nick Warkentin
110 9th Street NW
Drumheller, AB T0J 0Y1

RE: PROPOSED SUBDIVISION
Portion of the remaining S.W. ¼ Sec. 11-29-20 W4M
Town of Drumheller
[Existing Use: Residential Proposed Use: Residential]

This is to advise that on November 25, 2011, Palliser Regional Municipal Services approved the above-mentioned application subject to the following conditions:

- (1) Registration of the subdivision by means suitable to the Registrar of the Land Titles Office, [Section 81 and 89 of the Land Titles Act];
- (2) All outstanding taxes to be paid to the municipality, [Section 654 (1)(d) of the Municipal Government Act];
- (3) Satisfactory arrangement to be made with the municipality for the provision of services, at the cost of the developer, [Section 655 of the Municipal Government Act];
- (4) Concurrent registration of utility easements and right-of-ways as required by relevant authorities [Section 654(1)(a) of the Municipal Government Act];
- (5) Consolidation of proposed Lot D (area – 0.027 ac. [0.011 ha.] +/-) with existing Lot 16, proposed Lot C (area – 0.149 ac. [0.06 ha.] +/-) with existing Lot 17, and proposed Lot A (area – 0.2 ac. [0.08 ha.] +/-) with the north portion of existing Lot 18 [Section 655(1)(a) of the Municipal Government Act];
- (6) Deferral of reserve by caveat against the balance of the parcel in the amount of 0.886 ac. (0.36 ha.) +/- being 10% of the developable area proposed for subdivision, with the actual land area to be determined by the final survey [Sections 666 & 669 of the Municipal Government Act];
- (7) Reclassification of the proposed parcels from "CR" Country Residential to "R-1" – Residential District [Section 654(1)(b) of the Municipal Government Act];
- (8) The Developer shall hold the Municipality harmless from any damage to or loss of the development caused by flooding by way of an agreement registered as a caveat or restrictive covenant against the titles of the property being developed [Section 62 of the Town of Drumheller Land Use Bylaw No. 10-08].

115 Palliser Trail, P.O. Drawer 1900, Hanna, Alberta T0J 1P0 tel 403-854-3371 tollfree 1-877-854-3371
fax 403-854-4684 www.palliserservices.ca



As the owner/applicant, you are responsible to check with the municipality and or other agencies related to the above conditions to make sure the requirements have been fulfilled before Palliser endorses (finalizes) your approval. Should you have difficulty understanding the conditions, please contact this office.

In accordance with Section 657(1) of the Municipal Government Act, the applicant for subdivision shall submit for final endorsement to the subdivision approving authority, the plan of subdivision or other instrument that effects or will effect the subdivision within one (1) year of the date of conditional approval. It is stressed that the conditional approval is invalid after the one-year period. Once this office endorses the plan or other instrument, you have one additional year from the date of endorsement to register the document in the appropriate land titles office.

We must point out that it is the owner/applicant's responsibility to hire a surveyor to prepare the necessary plans. In accordance with Section 657(1) of the Municipal Government Act, this conditional approval is valid for one (1) year from this date. The appropriate Plan (descriptive plan or plan of survey depending on Land Titles requirements) must be submitted to this office within this one-year period. Once this office endorses the plan, you have one additional year from the date of endorsement to register the document in the appropriate land titles office.

When your final plan or other instrument is complete and conditions of subdivision are met, forward the document in the same digital format that is submitted to Land Titles to this office for endorsement.

An appeal resulting from this decision may be made pursuant to Section 678 of the Municipal Government Act. A written statement of appeal must be sent within 14 days to:

The Secretary
Municipal Government Board
18th Floor, Commerce Place
10155 - 102nd Street
EDMONTON, Alberta
T5J 4L4

Please feel free to contact this office if you have any questions.

Sincerely,

Dave Suen

Dave Suen
Planner

Enc. Subdivision Report and Approved Sketch
cc –Town of Drumheller

115 Palliser Trail, P.O. Drawer 1900, Hanna, Alberta T0J 1P0 tollfree 1-877-854-3371 tel: 1-403-854-3371
fax 403-854-4684 www.palliserservices.ca

APPROVED SKETCH

Agenda Item # 8.1.2



Town of DRUMHELLER

Proposed Subdivision in LSD 5 of SW 11-29-20-W4M

File No. 80/112 PRMS # 2011-024

Title Area: 6.37 ac +/- (2.577 ha +/-)

Subdivision Area: Lot A 1 X 0.2 ac +/- (0.08 ha +/-)

Lot B 1 X 0.51 ac +/- (0.21 ha +/-)

Recommended Lot C 1 X 0.149 ac +/- (0.06 ha +/-)

Lot D 1 X 0.027 ac +/- (0.011 ha +/-)

Conditionally Approved
November 25, 2011
Palliser Regional Municipal Services



Note: Dimensions and Areas are approximate and based on information submitted by the applicant. Dimensions need to be verified in the field by an ALS.
All Dimensions in Meters.





Public Safety Canada
Sécurité publique Canada

Assistant Deputy Minister
Sous-ministre adjoint

Ottawa, Canada
K1A 0P8

Federal 20 yr. agreement
Agenda Item # 8.1.3

MAR 09 2012

His Worship Terry Yemen
Mayor of Drumheller
703 - 2nd Avenue West
Drumheller, Alberta T0J 0Y3

Dear Mr. Mayor:

On behalf of the Departments of Public Safety Canada and Alberta Solicitor General and Public Security, please find enclosed two identical original copies of the 2012 Municipal Police Service Agreement (MPSA) for your approval and signature. The attached Agreements are further to my letter of February 27, 2012, sent by e-mail attachment together with a generic copy of the MPSA. The Agreements have been signed by the Minister of Public Safety Canada, the Honourable Vic Toews and, once signed by you, will come into effect on April 1, 2012, thereby replacing your current MPSA which will expire on March 31, 2012.

The Government of Canada remains committed to contract policing and to renewing the Agreement with your municipality. Should you wish to renew the contract for RCMP services, it will be critical that the Agreement be signed prior to March 31, 2012, to ensure that the RCMP members serving in your municipality will have uninterrupted and renewed authority to continue to enforce laws in your community, as well as allow for a smooth and seamless provision of police services in the transition from the old to the new Agreement.

I would respectfully request that as soon as you have signed this Agreement, a member of your municipal staff kindly send by facsimile the signature page only to the attention of Mr. Michael Holmes, Director, Police Services Agreements Directorate, Public Safety Canada, at 613-990-3984. A timely return is appreciated to help us meet our Parliamentary tabling requirements. Following this, please retain one complete and signed original version and return the other by registered mail to:

Canada 

.../2

- 2 -

Public Safety Canada
Police Services Agreements Directorate
12th floor
269 Laurier Avenue West
Ottawa, Ontario K1A 0P8

Attention: Mr. Michael Holmes (telephone: 613-990-9383)

Should you or your staff have any questions related to the processing of the Agreement, please direct them to Mr. Holmes by telephone or by e-mail at: michael.holmes@ps-sp.gc.ca.

The signing of the Agreement is an important milestone for public safety in Canada and, in particular, to the modernization of a long-standing relationship between the RCMP and your community.

Upon the signing of this Agreement we can take justifiable pride in the ongoing partnership and cooperation between the municipal, provincial and federal governments.

I look forward to continuing this important relationship with your community.

Sincerely,



Richard Wex
Assistant Deputy Minister
Law Enforcement and Policing Branch
Public Safety Canada

c.c.: Mr. Bill Meade
Assistant Deputy Minister
Solicitor General and Public Security
Government of Alberta

MUNICIPALITY OF DRUMHELLER

MUNICIPAL POLICE SERVICE AGREEMENT

April 1, 2012

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Memorandum of Agreement dated as of April 1, 2012

BETWEEN:

CANADA

AND

THE MUNICIPALITY OF DRUMHELLER

Whereas Section 20 of the *Royal Canadian Mounted Police Act* provides that the Minister of Public Safety and Emergency Preparedness may, with the approval of the Governor in Council and the Lieutenant Governor in council of any province, enter into an arrangement with any municipality in the province for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in the municipality and in carrying into effect the laws in force therein;

And Whereas Section 22 of the *Police Act* of Alberta provides that a municipality may enter into an agreement with the Government of Canada for the employment of the Royal Canadian Mounted Police for the provision of policing services to the municipality;

And Whereas Canada and the Municipality wish to enter into such an arrangement as evidenced by this Agreement;

And Whereas by Order in Council P.C. 2011-1345 dated November 17, 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;

And Whereas by Order in Council number 110/2011 dated March 23, 2011, the Lieutenant Governor in Council authorized the Municipality to enter into this Agreement.

And Whereas pursuant to Section 180(1) of the *Municipal Government Act*, the Municipality of Drumheller has resolved to enter into this Agreement.

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) “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 paragraph 11.2(l);
 - b) “Chief Executive Officer or “CEO” means the mayor, reeve, warden or other elected head of the municipality, however designated;
 - c) “Commanding Officer” means the officer of the RCMP, resident in the Province, appointed by the Commissioner to command the Division;
 - d) “Commissioner” means the Commissioner of the Royal Canadian Mounted Police or his or her delegate;
 - e) “Detachment” means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;
 - f) “Detachment Commander” means the Member in charge of a Detachment who manages its physical, financial and human resources;
 - g) “Division” means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province;
 - h) “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;
 - i) “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;
 - j) “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;

- k) “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;
- l) “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;
- m) “External Review Committee” means the Committee that is defined in the *Royal Canadian Mounted Police Act*;
- n) “Fair Market Value” means an amount equal to the price at which an item or Equipment might be expected to bring if offered for sale in a fair market, and that price will normally be determined through a standard industry valuation protocol, such as an independent appraisal, obtained by Canada;
- o) “Federal Minister” means the federal Minister responsible for the Royal Canadian Mounted Police;
- p) “Fiscal Year” means the period beginning on April 1 in any year and ending on March 31 in the next year;
- q) “Full Time Equivalent Utilization” or “FTE Utilization” means, for the Service, the number calculated as follows:
 - i) the total number of days worked, including vacation time and statutory holidays, by all Members, or Support Staff, as the case may be;
 - ii) divided by the applicable work year, where:
 - A) the work year for a Member is a 260 day year based on an 8 hour work day; and
 - B) the work year for a Support Staff is a 260 day year based on 7.5 hour work day;

except leap years when the work year for both Members and Support Staff are increased by one work day;

- r) “Furnished”, with respect to any accommodation, means supplied with office furnishings including desks, chairs, filing cabinets, bookcases and tables but does not include office equipment such as computers, calculators, photo copiers, fax machines and specialized security equipment;
- s) “Major Event” means an event of national or international significance that is planned in advance, within Canada, that requires additional police resources, if the overall responsibility for security for that event rests with Canada;
- t) “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;
- u) “Member in Charge” means the Detachment Commander or other senior Member in charge of the Municipal Police Service;
- v) “Municipal Police Service” or “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) any policing services provided under the Provincial Police Service Agreement;
- w) “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;
- x) “Municipality” means the municipality named as a Party to this Agreement;

- y) "Parties" means Canada and the Municipality;
- z) "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*;
- aa) "Province" means the Province of Alberta;
- bb) "Provincial Minister" means the provincial Minister responsible for policing services in the Province;
- cc) "Provincial Police Service" means the Provincial Police Service as defined in the Provincial Police Service Agreement;
- dd) "Provincial Police Service Agreement" means an agreement that covers a period beginning April 1, 2012, between Canada and the Province for the provision by Canada of provincial police services;
- ee) "Public Complaints Commission" means the Commission, or its successor, that is defined in the *Royal Canadian Mounted Police Act*;
- ff) "Region" means a grouping of Divisions or subdivisions, created by the Commissioner, for the purposes of administration;
- gg) "Renovate" means a renovation of a building or living quarters and its sub-systems which substantially prolongs its useful life up to and including effectively resetting that useful life to be equal to that of a newly constructed building or living quarters. The age of a building or living quarters which has been fully Renovated is determined as if that building or living quarters were constructed in the Fiscal Year that the Renovation was completed;
- hh) "Royal Canadian Mounted Police" or "RCMP" means the police force for Canada continued under the *Royal Canadian Mounted Police Act*;
- ii) "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;
- jj) "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; and

- kk) "Staff Relations Representative Program" means the program established under the *Royal Canadian Mounted Police Regulations, 1988*;
- ll) "Support Staff" means all those individuals, other than Members, who are provided by the Municipality in support of providing and maintaining the Municipal Police Service including clerks, data processors, telecommunication operators, jail guards, janitors and analysts.
- mm) "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 Municipal Police Service;
 - b) Annex "B" – Request for Increase or Decrease of the Municipal Police Service; and
 - c) Annex "C" – PROS Costs.
- 1.3 The singular number includes the plural and the plural number includes the singular where such is consistent with the context.
- 1.4 The headings in this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement or affect its meaning.
- 1.5 This Agreement constitutes the entire and only agreement between the Parties for the provision and maintenance of the Municipal 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 Municipal Police Service within the municipality during the term of this Agreement.

- b) Canada is hereby authorized by the Municipality to carry out the powers and duties of the municipal police service for the purpose of providing the Municipal Police Service in accordance with this Agreement.
- c) The number of personnel listed in Annex "A", are all the Members in the Municipal Police Service as adjusted from time to time in accordance with the provisions of subarticles 5.1 and 5.2; and

2.2 Those Members who form part of the Municipal Police Service:

- a) will perform the duties of peace officers;
- b) will 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 or the municipality, be executed and performed by peace officers;
- c) may render such services as are necessary to prevent offenses against by-laws of the Municipality, after having given due consideration to other demands for enforcement services appropriate to the effective and efficient delivery of police services in the Municipality.

- 2.3
- a) The Municipal Police Service will not be required to perform any duties or provide any services that are not appropriate to the effective and efficient delivery of police services in the Municipality.
 - b) If, at the date of this Agreement, the Municipal 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 Member in Charge, and as required the Commanding Officer, and the CEO will identify, discuss and, if it is mutually agreed to be feasible, the Municipality will use its best efforts to implement alternative means by which the Municipal Police Service would cease to perform any of the duties or provide any of the services referred to in paragraph (a).

- 2.4 The Municipality will provide, without any cost to Canada, all necessary Support Staff; such staff will meet the job and other related requirements as determined by the Commissioner.
- 2.5 If a Municipality provides Support Staff to Canada in support of provincial or federal policing, Canada will pay the Municipality a proportional share of the salaries for that part of the Support Staff that is so utilized.
- 2.6 If the Municipality does not provide the Support Staff required by subarticle 2.4, Canada may provide, upon reasonable notice to the Municipality, resources in place of such Support Staff, and the Municipality will pay 100 per cent of all the costs incurred by Canada to provide such resources.

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 Municipal Police Service to such other police service that is authorized by the Province to carry out those powers and duties.

ARTICLE 4.0 EXCLUSIONS AND INCLUSIONS

- 4.1 Subject to the other terms and conditions of this Agreement, neither Canada nor the Municipality will add to or delete from the duties or functions of the Municipal Police Service as they were on March 31, 2012 without prior consultation and agreement between the Federal Minister and the CEO, which agreement will be reflected in writing between Parties.

ARTICLE 5.0 INCREASE OR REDUCTION IN THE MUNICIPAL POLICE SERVICE

- 5.1 Canada will increase the number of Members in the Municipal Police Service as soon as practicable within one year from the receipt of a written request and confirmation of the corresponding financial commitment from the CEO.
- 5.2 Canada will decrease the number of Members as soon as practicable within one year from the receipt of a written request from the CEO unless the Federal Minister gives written reasons to the CEO stating that the requested reduction would lower the level of resources below the level needed to deliver effective and efficient policing or to maintain public or officer safety.
- 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 subarticles 5.1 or 5.2 will be recorded in Annex "A".
- 5.5 Subject to the discretion of the Commanding Officer, no Member will be replaced when attending a training course that is related to the Municipal Police Service, when on annual leave, or when ill except where illness results in a Member's absence for a period of more than 30 consecutive days.

ARTICLE 6.0 MANAGEMENT OF THE MUNICIPAL POLICE SERVICE

- 6.1 The CEO may set the objectives, priorities and goals of the Municipal Police Service which are not inconsistent with those of the Provincial Minister and document those objectives, priorities and goals no more frequently than annually, and in concert with the annual RCMP planning cycle.
- 6.2 The internal management of the Municipal 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 The CEO will determine, in consultation with the Commissioner, the level of policing service to be provided by the Municipal Police Service.
- 6.4 Nothing in this Agreement will be interpreted as limiting in any way the jurisdiction of the Province in respect of the administration of justice and law enforcement in the Province.

- 6.5 The professional police standards and procedures determined in respect of the Provincial Police Service in accordance with the Provincial Police Services Agreement subarticle 6.5 will also apply to the Municipal Police Service, 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.

ARTICLE 7.0 OPERATION OF THE MUNICIPAL POLICE SERVICE

- 7.1 For the purposes of this Agreement, the Member in Charge will act under the direction of the CEO, or such other person as the CEO may designate in writing, in aiding the administration of justice in the municipality and in carrying into effect the laws in force in the Province and municipality.
- 7.2 The Member in Charge will:
- a) implement the objectives, priorities and goals as determined by the CEO under subarticle 6.1;
 - b) report as reasonably required to either the CEO or his or her designate on the matter of law enforcement in the municipality and on the implementation of the objectives, priorities and goals set by the CEO.
- 7.3 Before appointing the Member in Charge, the Commanding Officer will consult with the CEO, and the CEO may request that the community be consulted, in which case, such consultation is to be undertaken in accordance with the RCMP's policies on community participation.
- 7.4 In the event that the Municipality desires the removal of any particular Member of the Municipal Police Service, a written request for such removal, together with the reasons, will be forwarded by the CEO to the Commanding Officer, who will give such request full consideration; if the matter is not then resolved the Commanding Officer will refer the request to the Commissioner whose decision will be final.

ARTICLE 8.0 RESOURCES AND ORGANIZATION

- 8.1 In each Fiscal Year, the Member in Charge will give to the CEO annual statements, and such additional statements as may be reasonably requested from time to time by the CEO, of the composition of the Municipal Police Service that show or include:
- a) a current organization chart of the Municipal Police Service;

- 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 vacancies which represent positions with no-one assigned to the positions;
- e) the number of vacancies in which the assigned individual is on special leave and, where possible, including an indication of whether or not an additional individual has been assigned to backfill the position;
- f) the number of Members being deployed in surplus to the established strength;

and in each case an explanation of changes since the previous statement.

- 8.2 For the purposes of human resource planning for the next Fiscal Year, the Member in Charge will consult with and obtain approval, or approval in principle, from the CEO on or prior to June 1 of each year for the number of Members required to maintain the level of policing service provided by the Municipal Police Service as determined by the CEO pursuant to subarticle 6.3.
- 8.3 The Member in Charge, upon receiving reasonable notice, will provide the CEO with any additional information, to the extent possible, relating to human resource and organizational planning of the Municipal Police Service.

ARTICLE 9.0 EMERGENCIES & EVENTS

- 9.1 If a redeployment of Municipal Police Service Members is necessary to respond to an Emergency, as declared by the Provincial Minister, in an area of provincial responsibility, or a provincial Special Event; or in the opinion of the Commissioner, a federal Emergency, Major Event or a provincial or territorial emergency outside the province exists or is likely to exist:
 - a) the Commanding Officer may, after consultation with the Provincial Minister and the CEO, temporarily withdraw up to 10 per cent of the Members of the Municipal Police Service (including any necessary Equipment) to deal with such an Emergency or event;
 - b) the Municipality will not bear the Salary and incremental costs of the Members and Equipment withdrawn;

- c) the Commanding Officer will ensure that the Municipality continues to receive adequate policing.
- 9.2 Withdrawal or redeployment of Members from the Municipal Police Service in accordance with this article will not extend for a period of more than 30 consecutive days without further consultation between the Commanding Officer, the Minister and the CEO.

ARTICLE 10.0 MUNICIPAL POPULATIONS

- 10.1 For the purposes of this Agreement, the population of the Municipality will be determined as follows:
- a) for the period of April 1, 2012, to March 31, 2017, the population of the Municipality as established by the 2011 federal census;
 - b) for the period of April 1, 2017, to March 31, 2022, the population of the Municipality as established by the 2016 federal census;
 - c) for the period of April 1, 2022, to March 31, 2027, the population of the Municipality as established by the 2021 federal census; and
 - d) for the period of April 1, 2027, to March 31, 2032, the population of the Municipality as established by the 2026 federal census.

ARTICLE 11.0 BASIS OF CALCULATION OF PAYMENT

- 11.1 a) Subject to any other terms of this Agreement, in respect of each Fiscal Year the Municipality will pay to Canada, at the applicable cost-sharing ratio determined in accordance with paragraph (b), the cost of providing and maintaining the Municipal Police Service as determined in accordance with this article.
- b) Subject to Article 10, the cost of the Municipal Police Service will be shared between Canada and the Municipality as follows:
- i) if the Municipality has a population of less than 15,000, the Municipality will pay to Canada 70 per cent of the cost; and
 - ii) if the Municipality has a population of 15,000 or more, the Municipality will pay 90 per cent of the cost.

11.2 The cost referred to in subarticle 11.1 will include expenditures made by Canada in each Fiscal Year to provide and maintain the Municipal Police Service in the municipality, including:

- a) all operating and maintenance costs such as Salaries and wages, transportation and travel, information, professional services, rentals, repairs, utilities and supplies, and miscellaneous operational expenses as established by the RCMP's Chart of Accounts;
- b) all costs of Equipment purchases, except if the cost for an Equipment purchase is equal to or exceeds \$150,000 and if the CEO has requested that such cost for that purchase be amortized in accordance with paragraph (l);
- c) 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 provisions of the Provincial Police Service Agreement;
- d) 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;
- e) the cost to Canada for the employer's contributions made under the *Canada Pension Plan* with respect to Members and federal public service employees;
- f) the cost to Canada of the employer's contributions for employment insurance with respect to Members and federal public service employees;
- g) the per Member costs for each category described in clauses (A) through (E), which are shared by all activities in the Division, will be calculated by:
 - i) dividing the total costs of each category (A) through (E), by
 - ii) the annual Full Time Equivalent Utilization of all Members for all activities in the Division for each Fiscal Year, excluding those Members who are assigned to divisional/regional headquarters administration, and
 - iii) multiplying the result by the Full Time Equivalent Utilization of Members of the Service.

- A) Divisional and regional headquarters administration services, such as:
 - 1) Management;
 - 2) Financial Management;
 - 3) Human Resources;
 - 4) Information Technology; and
 - 5) Asset Management;
- B) Special Leave, such as:
 - 1) Medical;
 - 2) Maternity;
 - 3) Paternity;
 - 4) Parental;
 - 5) Graduated Return to Work; and
 - 6) Pregnant Member Working;
- C) Pay in lieu of leave;
- D) Health Services, such as:
 - 1) Health Services for regular members;
 - 2) Health Services for civilian members;
 - 3) Health Services for non-members, including Applicants and Public Service Employees; and
 - 4) Health Services Offices/Administration Unit;
- E) Earned Retirement Benefit, provided always that if it becomes technically possible to allocate these costs in a manner that reflects the jurisdiction in which the Earned Retirement Benefits were accrued then the allocation method may be changed;

- h) for the Fiscal Years beginning April 1, 2012, and ending March 31, 2015, all the costs of recruiting, the Cadet Training Program at Depot and the Police Dog Service Training Centre incurred by Canada and listed in the provisions of paragraph (i) will be deemed to be equal to the product obtained by multiplying \$3,500 by the total FTE Utilization of Members in the Municipal Police Service for the Fiscal Year;
- i) beginning April 1, 2015, all the costs of recruiting, Cadet Training Program at Depot, and the Police Dog Service Training Centre to be determined as follows:

Recruiting

- i) The average of all the expenditures made 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 the result by the total FTE Utilization of Members in the Municipal Police Service for the Fiscal Year.
 - A) The expenditures made by Canada for recruiting, such as:
 - 1) Divisional, Regional and National Recruitment, including things such as: the salary and travel of recruiters, office supplies and equipment, and, advertising and marketing.
 - 2) Processing of Applicants, including things such as: the travel of applicants, recruitment steps like career presentations, written examinations, physical, medical and psychological testing, interviews to assess suitability of applicants, reliability examinations using a polygraph interview, field investigations and the issuing of security clearances.
 - B) The expenditures made by Canada for major capital investments to construct, Renovate or acquire buildings for recruiting are excluded.

Cadet Training Program at Depot

- ii) The average of all the expenditures made by Canada in respect of the Cadet Training Program at Depot for the previous three Fiscal Years, less the average of any revenues received by Canada in respect of the provision of training services to third parties 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 the result by the total FTE Utilization of Members in the Municipal Police Service for the Fiscal Year.

- A) The expenditures made by Canada for the Cadet Training Program at Depot, such as:
 - 1) Cadet Training, including things such as: cadet allowance; clothing and operational equipment; travel to Depot and relocation of the cadet to their first posting;
 - 2) Training Support and Depot Administration, including things such as: salaries; relocation of trainers to Depot; office supplies and equipment;
 - 3) Facilities operating and maintenance, including things such as: maintenance equipment and vehicles; professional and contractual services; utilities and minor capital;
- B) The expenditures made by Canada for the Cadet Training Program at Depot exclude expenditures made in respect of major capital to construct, Renovate or acquire buildings, and exclude the operating and maintenance for buildings at Depot that are not used to support the Cadet Training Program (such as the RCMP Heritage Centre).

Police Dog Service Training Centre

- iii) The average of all the expenditures made by Canada in respect of the Police Dog Service Training Centre ("PDSTC") for the previous three Fiscal Years, less the average of any revenues received by Canada in respect of the sale of dogs or the provision of training services to third parties for the previous three Fiscal Years, divided by the average FTE Utilization of police dog teams in the RCMP for the previous three Fiscal Years, and multiplying the result by the total FTE Utilization of police dog teams in the Municipal Police Service for the Fiscal Year.
 - A) The expenditures made by Canada for PDSTC, such as:
 - 1) Dog Breeding, including such things as: kennel operations, equipment, professional services (e.g., veterinary).

- 2) Dog Team Training Program (police dog and handler) and Validation (re-certification) including things such as: training operations , and the salary and travel of instructors.
 - 3) PDSTC Administration, including things such as: salaries, operating and maintenance, relocation to PDSTC, and office supplies and equipment; and
 - 4) Facilities operating and maintenance, including things such as: maintenance equipment and vehicles, utilities, minor capital, and contractual services.
- B) The expenditures made by Canada for major capital to construct, Renovate or acquire buildings in support of the PDSTC are excluded.
- j) the cost of maintaining and providing the Police Records and Occurrence System ("PROS") to be calculated by:
- i) dividing the costs to Canada of maintaining and providing the PROS for the previous Fiscal Year, as determined in accordance with Annex "C", by the result of the calculation described in subparagraph (ii) ("the denominator") and multiplying that result by the FTE Utilization of Members in the Service for the previous Fiscal Year;
 - ii) the denominator is determined by the following calculation:
 - A) determining the FTE Utilizations of Members for the RCMP for the previous Fiscal Year less the FTE Utilization of Members in Divisional and Regional administration positions during that same Fiscal Year; and
 - B) subtracting the FTE Utilization of Members in "E" Division and Halifax District Detachment for the previous Fiscal Year;
 - C) adding the actual count of Members in "E" Division with access to or use of the PROS for the previous Fiscal Year; and
 - D) adding the actual count of the actual strength of sworn police officers of police partner agencies, other than the

RCMP, for the previous Fiscal Year as reported on an annual basis by Statistics Canada.

- k) the cost incurred by Canada in providing security at points of entry in respect of the Municipal Police Service, including at divisional or regional headquarters determined on a proportional basis relative to the total occupancy of the building;
- l) if any item of Equipment–Type A costs at least \$150,000 and if requested by the CEO, 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 Canada to depreciate such equipment and the amortization period will not exceed the estimated life of that item of equipment. The CEO may also specify an amortization period that is shorter than the estimated life of the item of equipment;
- m) the cost of maintaining and providing the Public Complaints Commission to be calculated in each Fiscal Year by dividing the 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 total FTE Utilization of Members in the Municipal Police Service in that same Fiscal Year;
- n) the cost for legal advisory services received by the RCMP in direct support of providing and maintaining the Municipal Police Service within the municipality, and those costs are to be calculated by:
 - i) dividing the applicable base amount determined in accordance with subparagraphs (ii) and (iii) by the total FTE Utilization of Members in the police services of each province, territory, and municipality with which Canada has a similar agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members in the Municipal Police Service for the Fiscal Year;
 - ii) for the Fiscal Year beginning April 1, 2012, and ending March 31, 2013, the applicable base amount is to be \$2,000,000; and
 - iii) each base amount established under this Agreement will be adjusted in the next Fiscal Year to establish a new base amount to be applicable to that next 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.

- iv) The initial value of the Consumer Price Index will be 118.8, for the month of November 2011 as set out in Table 6 of the Consumer Price Index published by Statistics Canada.
 - v) For greater certainty, the costs for legal advisory services are not to include those costs related to a matter where Canada and the Municipality are adverse in interest or if the costs are excluded by operation of paragraph 11.3(c) or subarticle 11.10.
- o) where costs are incurred by the RCMP to provide and maintain the enhanced reporting and accountability capacity to provide improved administration of this Agreement, the Municipality's share of those costs are to be calculated by:
- i) dividing the costs determined in accordance with subparagraph (ii) by the total FTE Utilization of Members in the police services of each province, territory, and municipality with which Canada has a similar agreement or an agreement for a municipal police service and multiplying the result by the total FTE Utilization of Members in the Municipal Police Service for the Fiscal Year;
 - ii) subject to subparagraph (iv), the costs are deemed to be \$1,500,000.
 - iii) The RCMP will provide annual statements on the number, location and position of all staff assigned to provide and maintain the enhanced reporting and accountability capacity and the activities generated by those staff.
 - iv) By March 31, 2015, the Contract Management Committee will undertake a review of reports being produced to assess whether they are meeting the interests of the Committee, whether adjustments are necessary and to assess associated cost implications of any adjustments if made.
 - v) 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.

- vi) The Parties agree that the resources dedicated to such capacity may only be increased by agreement between Canada and all of the 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.
- vii) 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.

11.3 The cost of the Municipal Police Service in the municipality will not include:

- a) the cost of relocation of personnel;
- b) the cost of Equipment–Type A if such cost is at least \$150,000 per item and if the CEO has requested that such cost be amortized under paragraph 11.2(l);
- c) the cost of any civil action, compensation claim, *ex gratia* payment or claim for associated legal fees; and
- d) the cost incurred by Canada in respect of providing point of entry security for federal buildings other than divisional or regional headquarters.

11.4 If the Municipality has a population of under 15,000, the Municipality will pay to Canada in each Fiscal Year the costs determined in accordance with subarticle 11.2 and calculated by applying the following formulae:

- a) $A/AM = PM$, where:
 - i) "A" is the aggregate cost of all the Municipal Police Services in municipalities in the Province having a population of less than 15,000;
 - ii) "AM" is the FTE utilization of Members utilized in those Municipal Police Services for the Fiscal Year; and
 - iii) "PM" is the yearly cost per Member of the Municipal Police Services in those municipalities; and
- b) $PM \times QA \times 0.7 = C$, where:
 - i) "PM" has the meaning given to it in paragraph (a);

- ii) "QA" is the projected FTE utilization of Members to be utilized in the Municipal Police Service for that Fiscal Year; and
- iii) "C" is the amount of costs referred to in subarticle 11.2 that is payable by the Municipality for that Fiscal Year.

11.5 If the Municipality has a population of 15,000 or more, the Municipality will pay to Canada in each Fiscal Year the costs determined in accordance with subarticle 11.2 and calculated by applying the following formulae

a) $A/AM = PM$, where;

- i) "A" is the cost of providing the Municipal Police Service in the Municipality;
- ii) "AM" is the FTE utilization of Members utilized in the Municipal Police Service for the Fiscal Year; and
- iii) "PM" is the yearly cost per Member of the Municipal Police Service in the Municipality; and

b) $PM \times QA \times 0.9 = C$, where

- i) "PM" has the meaning given to it in paragraph (a);
- ii) "QA" is the projected FTE utilization of Members to be utilized in the Municipal Police Service for that Fiscal Year; and
- iii) "C" is the amount of costs referred to in subarticle 11.2 that is payable by the Municipality for that Fiscal Year.

11.6 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; or
- c) pension retirement leave

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

11.7 There will be deducted from the cost payable by the Municipality in respect of the Municipal Police Service:

- a) any amount, at the appropriate cost sharing ratio set out in paragraph 11.1(b), subsequently refunded or reimbursed to Canada with respect to any expenses that were paid by the Municipality;
 - b) any amount, at the appropriate cost sharing ratio set out in paragraph 11.1(b), 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 was purchased by Canada for use in the Service.
- 11.8 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.
- 11.9 In respect of the Municipal Police Service, the Municipality 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 the Municipality, the scope and duration of a search and rescue operation is extended beyond that which the Member in Charge considers to be appropriate in the circumstances and the Member in Charge has so advised the CEO.
- 11.10 a) In the event that any Member utilized in the Municipal Police Service receives, by virtue of provincial legislation, the benefit of any statutory defence to any claim or action and in connection therewith the Municipality may be or may become liable for any of the payments contemplated by subparagraph 11.3(c), Canada will indemnify and hold harmless the Municipality 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) The Municipality will promptly notify Canada of any claim or action referred to in paragraph (a).

- c) If the Municipality should compromise or settle any such claim or action without the consent of Canada, Canada will not be liable to indemnify or save harmless the Municipality.

11.11 The Municipality shall pay separately to Canada, at the appropriate cost sharing ratio determined in accordance with paragraph 11.1(b), the cost of overtime utilized by or on behalf of the Municipal Police Service.

ARTICLE 12.0 ACCOMMODATION

- 12.1 a) The Municipality will provide and maintain, at no cost to Canada, accommodation that is fit for use by the Municipal Police Service and Support Staff, including:
 - i) office space that is furnished, heated and lighted, together with electricity and water supply;
 - ii) jail cell facilities that are heated and lighted together with bedding and water supply; and
 - iii) if determined by the Municipal Police Service to be required, heated and lighted garage space.
- b) When providing and maintaining accommodations, the Municipality will pay 100 per cent of all operating and maintenance costs, such as building and property maintenance services.
- 12.2 The accommodation provided for the use of the Municipal Police Service and Support Staff will be to the satisfaction of the Commissioner and will meet the security standards of the RCMP.
- 12.3 If the Commissioner is not satisfied with the accommodation or any part of it provided for use of the Service and Support Staff, or is of the opinion that it does not meet the security standards of the RCMP, then:
 - a) The Commanding Officer will identify the specific concerns with the Municipality as part of the regular reporting/planning process or at any other time as deemed necessary.
 - b) If a Municipality is unable to resolve concerns within a reasonable period of time, the Commanding Officer will provide the CEO with a notice that sets out the reasons for which the Commissioner is not satisfied with the accommodation, including any existing or forecasted major deficiency in that accommodation, and if applicable the details of what is required to meet the security standards of the RCMP and give notice that the

deficiencies are to be corrected within two years from the date of the notice.

- c) If, within one year of the date of the notice, the deficiencies have not been corrected by the Municipality then the Commanding Officer will, as soon as practicable, give a second notice and the CEO shall, as soon as practicable, provide the Commanding Officer with a written report of the action that will be taken to correct the deficiency within the two years from the first notice.
 - d) If, within two years of the date of the notice referred to in paragraph (b), the deficiency has not been corrected to the satisfaction of the Commissioner, then the Commanding Officer will, as soon as practicable, inform the CEO in writing that the accommodation still fails to comply with subsection 12.2 and that Canada will then make the necessary changes to the accommodation or lease other accommodation and in that case the Municipality will be responsible to pay to Canada 100 per cent of all the costs, including all costs that would otherwise be borne by the Municipality under subarticle 12.1.
 - e) The Provincial Minister will be provided with a copy of each notice.
- 12.4 If, by arrangement between Canada and the Municipality, Canada provides and maintains any accommodation for use by the Municipal Police Service and Support Staff, the Municipality shall:
- a) Pay 100 per cent of all the costs referred to in subarticle 12.1 of this agreement calculated to reflect the proportion of the accommodation occupied by the Municipal Police Service, and
 - b) Pay Canada an amount for the accommodations which is calculated and informed by the actual costs under the accommodation program of works in accordance with Article 12 of the Provincial Police Service Agreement, converted to a per square meter rental rate and applied to the proportion of the accommodation occupied by the Municipal Police Service.
- 12.5 Any arrangement made under 12.4 regarding the provision of accommodations will require agreement with the Province and is subject to inclusion under Article 12 of the Provincial Police Service Agreement.
- 12.6 Despite any payments made by the Municipality 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 the Municipality. All of the real property that is held, acquired, used or administered by Canada to provide and maintain the Municipal Police Service, other than leased accommodation, shall remain at all

times the sole property of Canada. For greater certainty, Canada and the Municipality agree that no real property interest whatsoever or a licence are acquired, created or implied by this Agreement.

ARTICLE 13.0 EQUIPMENT

- 13.1 a) Equipment supplied by Canada for use by the Municipal 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*.
- 13.2 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 Municipal Police Service is lost, damaged, destroyed or removed from the Municipal Police Service, the financial consequences from the loss, damage, destruction or removal of that item will be determined as follows:
- a) if the Municipality paid for the item in full at the applicable cost-sharing ratio in the year of acquisition, the Municipality will be credited, at the applicable cost-sharing ratio set out in paragraph 11.1(b), with the Fair Market Value, if any, of that item;
- b) if the Municipality has not yet paid its full share of the purchase cost of the item, the Municipality 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 the Municipality 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 paragraph (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 paragraph 11.2(l) the payments will cease in the Fiscal Year when the item was lost, damaged, destroyed or removed.

ARTICLE 14.0 TRANSFER OF OWNERSHIP OF EQUIPMENT

- 14.1 In the event of the expiry or termination of this Agreement:

- a) subject to subarticle 14.2, the ownership of any item of Equipment that was purchased by Canada for the Municipal Police Service and in respect of which the Municipality has paid its full share, will, at the option of the Municipality:
 - i) be transferred to the Municipality 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 the Municipality for that item of Equipment; or
 - ii) remain vested in Canada, in which case Canada will credit the Municipality 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 14.2, if any item of Equipment—Type A that cost more than \$150,000 was purchased by Canada for the Municipal Police Service and amortized under paragraph 11.2(l) and the Municipality 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 the Municipality:
 - i) be transferred to the Municipality 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 the Municipality for that item of Equipment; or
 - ii) remain vested in Canada, in which case Canada will credit the Municipality with a percentage of the Fair Market Value that is equal to the proportion of the amounts paid by the Municipality 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
 - iv) any amortized amount remaining owing by the Municipality in respect of that item of equipment will cease.
- c) the Fair Market Value referred to in paragraph (a) and (b) is to be determined as of the time immediately preceding the termination or expiry.

14.2 The option to transfer ownership of an item of Equipment referred to in paragraph 14.1 (a) and (b) may only be exercised by the Municipality 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 the transfer must be completed within 6 months following the effective date of termination or expiry, unless the Parties agree otherwise.

ARTICLE 15.0 JAILS AND LOCK-UPS

- 15.1 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 municipality 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 16.0 METHOD OF PAYMENT

- 16.1 a) Subject to paragraph (c), all amounts payable by the Municipality 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 CEO 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 Municipal Police Service for that Fiscal Year.
- c) Any deficiency in payment or over-payment by the Municipality in one Fiscal Year will be credited to or debited against the Municipality, as the case may be, and will be reflected in the first invoice of the succeeding Fiscal Year.
- 16.2 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 17.0 FINANCIAL PLANNING AND REPORTING

- 17.1 a) Each Fiscal Year the Member in Charge and the CEO will, in an agreed upon format and schedule, exchange information necessary for the RCMP to prepare the projected Multi-Year Financial Plan for the Municipal Police Service, which will include the projected budget for any Divisional and Regional administration that is required to support the Service, for the consideration of the CEO 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 CEO, beginning on the first day of the next Fiscal Year.
- c) For the purposes of paragraphs (a) and (b), the information exchanged between the Member in Charge and the CEO will, at a minimum, address the following:
- i) the number of positions required for the Municipal Police Service;
 - ii) the resources, including staffing levels, allocated to any Divisional and Regional administration that is required to support the Service;
 - iii) budgetary considerations affecting the Municipal Police Service and any Divisional and Regional administration that is required to support the Service;
 - iv) the proposed multi-year equipment plans;
 - v) any significant deviation between the budget for the previous Fiscal Year and expenditures for the current Fiscal Year; and
 - vi) any other agreed upon information.
- d) Each Fiscal Year the Member in Charge will, on or before June 1, provide the CEO with the Multi-Year Financial Plan.
- e) Each Fiscal Year the CEO will, on or before June 15, provide the Member in Charge with the projected annual budget for the Municipal 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 CEO will, to the extent they become available, provide the Member in Charge with updates of the projected annual budget for the next Fiscal Year for the Municipal Police Service until the conclusion of the municipal budget process for the next Fiscal Year.
- 17.2 a) The CEO will, at the conclusion of the municipal budget process for each Fiscal Year, provide to the Member in Charge:
 - i) a written statement indicating the approved annual budget for the Municipal 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 Member in Charge will seek approval from the CEO as soon as feasible with respect to any proposed changes to the said approved annual budget.
- 17.3 The Member in Charge will at mutually agreeable intervals during the Fiscal Year, and in a standardized format, provide the CEO 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 17.2(a)(i); and
 - b) proposed changes or updates to the Service's multi-year infrastructure and equipment plans.
- 17.4 The Member in Charge will, no later than three months following the conclusion of each Fiscal Year, provide the CEO in a standardized format with an accurate, detailed accounting of all actual expenditures for the Municipal Police Service, together with an explanation of any material variances from the approved annual budget referred to in subparagraph 17.2(a)(i).
- 17.5 In respect of each Municipality having a population of 15,000 or more, the Member in Charge will obtain the approval of the CEO prior to purchasing Equipment-Type A over \$150,000.
- 17.6 Each Fiscal Year the Member in Charge will provide the CEO with a copy of the current RCMP's Chart of Accounts used to record financial transactions.
- 17.7 The Member in Charge, being given reasonable notice, will provide the CEO with any additional information reasonably relating to the financial implications of the Municipal Police Service.

- 17.8 In addition to the above, the Parties will work to continue to strengthen the overall financial efficiency and administration of this Agreement including developing and implementing on-going initiatives to contain costs and improve long-term financial planning, with a view to achieving greater predictability, efficiency and transparency when budgeting for future policing costs.

ARTICLE 18.0 OPERATIONAL EFFECTIVENESS ASSESSMENTS

- 18.1 The CEO and the Member in Charge may, in accordance with this article, undertake reviews of matters arising out of the provision of the Municipal Police Service, and prior to initiating a Dispute under Article 20, the CEO and the Member in Charge should give due consideration to undertaking such reviews.
- 18.2 The frequency, scope and subject matter to be reviewed are subject to the agreement of the CEO and the Member in Charge.
- 18.3 If either of the CEO or the Member in Charge wishes to propose a matter for review, they will notify the other in writing of the matter proposed to be reviewed, together with full written details thereof.
- 18.4 If either of the CEO or the Member in Charge is in receipt of a notice provided under subarticle 18.3, they will respond in writing as soon as practicable to provide notice of its agreement or counter-proposal, together with full written details thereof.

ARTICLE 19.0 CONTRACT MANAGEMENT COMMITTEE

- 19.1 The parties acknowledge that the Provincial Police Service Agreement establishes a Contract Management Committee ("Committee" or "CMC") to support the delivery of professional, efficient and effective policing services and to meet the evolving needs of policing.
- 19.2 The Province may designate one individual from among all municipalities in the province receiving RCMP municipal police services under an agreement with Canada as an associate member who will represent all those municipalities.
- 19.3 Amendments to the Provincial Police Service Agreement resulting from a review provided for in Article 22 (CMC Five Year Reviews) of that agreement will be applicable to and binding on this Agreement.

ARTICLE 20.0 DISPUTES

- 20.1 Any issue, matter of general concern, or dispute (“Dispute”) arising from this Agreement will be a matter for consultation and resolution between the CEO and the Member in Charge.
- 20.2 The CEO and the Member in Charge 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.
- 20.3 If either of the CEO or the Member in Charge has provided the other 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.
- 20.4 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 Member in Charge will attempt to resolve the Dispute with the CEO.
 - b) If some or all of the issues in dispute are not resolved within 45 days of receipt of the notice provided under subarticle 20.3, then the Parties will attempt to resolve the Dispute through a second level of discussion, to be undertaken between the CEO and the Commanding Officer.
 - c) If some or all of the issues in dispute are not resolved within 60 days of receipt of the notice provided under subarticle 20.3, then the Parties will attempt to resolve the Dispute through a third level of discussion, to be undertaken among the CEO and the Federal and Provincial Assistant Deputy Ministers responsible for issues related to this Agreement.
 - d) If some or all of the issues in dispute are not resolved within 120 days of receipt of the notice provided under subarticle 20.3, then the Parties will attempt to resolve the Dispute through a fourth level of discussion, to be undertaken among the CEO and the Federal and Provincial Deputy Ministers responsible for issues related to this Agreement.
 - e) If some or all of the issues in dispute are not resolved within 180 days of receipt of the notice provided under subarticle 20.3, then the matter will be considered between the CEO and the Federal and Provincial Ministers for resolution in such manner as they see fit.

- 20.5 Notwithstanding subarticle 20.4, the CEO may refer any Dispute arising from this Agreement to the Federal and Provincial Ministers, or their Deputy Ministers, for consultation and resolution at any time and in such manner as they see fit.
- 20.6 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.
- 20.7 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.
- 20.8 The provisions of this Agreement will continue to apply despite any Dispute.

ARTICLE 21.0 NOTICE

- 21.1 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 e-mail, 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 e-mail or facsimile, or five calendar days after being mailed.
- 21.2 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 the Municipality will be addressed to:

Mayor of Drumheller
703 - 2nd Avenue West
Drumheller, Alberta T0J 0Y3

Facsimile: 403-823-7739
- 21.3 Either Party may, by providing notice to the other Party, change their address in subarticle 21.2.

ARTICLE 22.0 AMENDMENT


- 22.1 Subject to subarticle 19.3, this Agreement may only be amended by the written agreement of the Parties.

ARTICLE 23.0 SURVIVAL

- 23.1 The obligations and rights set out in Articles 11.10 (Basis of Calculation of Payment), 16 (Method of Payment), 21 (Notice), and 22 (Amendment) will survive the expiry or termination of this Agreement.
- 23.2 The obligations and rights set out in Article 11 (Basis of Calculation of Payment), except 11.10, will survive following the expiry or termination of this Agreement until the date on which the amount owed by the Municipality under that article is paid in its entirety.
- 23.3 The obligations and rights set out in subarticle 12.4 (Accommodation) will survive until the day on which the amount owed by the Municipality under this Agreement is paid in its entirety.
- 23.4 The obligations and rights set out in Article 14 (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 the Municipality of Drumheller

Mayor

ANNEX "A": SCHEDULE OF PERSONNEL RESOURCES ASSIGNED TO THE MUNICIPAL POLICE SERVICE

TABLE I – FTE Levels

TABLE 1 - LEVELS

Jurisdiction			Municipal Police Service			
Name of Jurisdiction	Fiscal Year	Confirmation by the Jurisdiction	Members	Resources*	Total	Amending Document Reference
	2012-13	Opening Balance	[]	[]	[]	
	2012-13 Total					
	2013-14	Confirmation (1)				
	2013-14 Total					
	2014-15	Confirmation (1)				
		Confirmation (2)				
	2014-15 Total					
Jurisdiction Total						

* In this table, Resources means those resources that may be provided by Canada under subarticle 2.6 where those resources are not provided by the Municipality under subarticle 2.4.

**ANNEX "B": REQUEST FOR INCREASE OR DECREASE OF THE
MUNICIPAL 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 Municipal 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 Municipal Police Service.

I request an increase of _____ [Regular Members] assigned to the Municipal Police Service, so as to increase the total strength of [Regular Members] 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,

[CEO]

Request for a Decrease

2. Form of letter to be used to request a decrease for the purposes of subarticle 5.2:

[Federal Minister]

Dear Minister

Pursuant to subarticle 5.2 of the Municipal Police Service Agreement, I am writing to request a decrease of _____ [Regular Members] assigned to the Municipal Police Service and recorded in Annex "A". This will decrease the total strength of [Regular Members] assigned to the Municipal Police Service from _____ to _____

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

Yours truly,

[CEO]

ANNEX "C": PROS COSTS

1. For the purposes of paragraph 11.2 (j) the "costs to Canada of maintaining and providing the PROS" will be determined in accordance with this Annex.
2. In this Annex the term "Costs" means the "costs to Canada of maintaining and providing the PROS" for the purposes of Article 11.2 (j).
3. The PROS costs will include the following items:
 - a. Annual Maintenance and Support Cost – the annual maintenance and support costs are categorized as those recurring costs required for providing and maintaining national support to the PROS. This includes such expenses as operating and maintenance, license fees, equipment and salaries. The amount is calculated based on the actual cost of the PROS incurred by the Chief Information Office (CIO) Sector and the Contract and Aboriginal Policing's Operations Systems Services Centre (CAP/OSSC); and
 - b. Annual Project Costs – the annual project costs include provisions for incremental annual project costs associated to new system development or enhancements which are beyond the annual system maintenance and support costs. These costs may include improvement or modification to the system architecture, system implementation, training costs, transitional costs and additional licensing costs;
4. Reporting Requirement: the RCMP will provide CMC a multi-year financial plan for the PROS and all related forecasted costs prior to updating the calculation of the PROS cost per user.

END OF DOCUMENT

...

Linda Handy

Agenda Item # 8.1.3

From: Raymond Romanetz
Sent: Thursday, March 22, 2012 10:33 AM
To: Linda Handy
Subject: FW: Drumheller - Municipal Police Service Agreement - (Estimated Cost Impact)
Attachments: PS-SP-#587531-1-Drumheller financial impact.XLS

From: Pelletier, Stephanie [<mailto:Stephanie.Pelletier@ps-sp.gc.ca>]
Sent: Thursday, March 22, 2012 9:53 AM
To: Raymond Romanetz
Cc: Holmes, Michael
Subject: Drumheller - Municipal Police Service Agreement - (Estimated Cost Impact)

Good morning Ray,

As per our discussion earlier this morning, we have some financial estimates to help understand the impact of the new agreement.

Based on the 2010/2011 financial information, it is estimated that the per member cost for the municipalities in Alberta will increase by \$82 - from \$203 to \$286 - as a result of new items to the cost base of the agreement. Based on your full time establishment of 11 RCMP members, this means a very modest increase of \$903.81 for Drumheller under the new Agreement on April 1, 2012.

The "per member cost" has been impacted by the removal of a few items (cost of the Staff Relations Representatives Program and the RCMP External Review Committee) as well as the inclusion of new items (legal advisory services, enhanced reporting and accountability and point of entry security).

In short, this will be the impact of the newly negotiated terms for Drumheller. In 2016/2017, the flat rate of \$3,500 per member for recruiting and training (including training for police dogs) will be replaced by actual costs – based on current forecast, it should remain within the same range.

Attached is a financial table supporting the summary provided above.

Please do not hesitate to contact me directly should you require additional information or for any further questions.

Best Regards,

Stephanie

Stephanie Pelletier

Public Safety Canada \ Sécurité publique Canada

Senior Policy Analyst \ Analyste principale des politiques
Police Services Agreements Division \ Division des accords sur les services de police
Policing Policy Directorate \ Dir. gén. des politiques en matière de police
Law Enforcement and Policing Branch \ Secteur de la police et de l'application de la loi

email \ courriel: stephanie.pelletier@ps-sp.gc.ca
tel \ tél : 613-949-9528
fax \ téléc.: 613-990-3984

Alberta Municipal Policing

	All Alberta Municipalities				Drumheller	
	\$ Increase (K)	% Increase/Decrease	2010/11 FTE Utilized	Estimated Incremental Per Member cost	2010/11 FTE Utilized	Estimated Incremental Cost
Negotiated Items						
Eliminated from cost base						
SRR Program	-147,958	-0.14%	977.86	-151.31	11.00	-1,664.39
ERC	-50,943	-0.05%	977.86	-52.10	11.00	-573.06
	-198,901	-0.18%		-203.40	11.00	-2,237.45
New Cost Base Items						
Legal Advisory Services	136,537	0.12%	977.86	139.63	11.00	1,535.91
ERA	102,403	0.09%	977.86	104.72	11.00	1,151.94
POE Security	40,306	0.04%	977.86	41.22	11.00	453.40
	279,246	0.26%		285.57	11.00	3,141.25
Estimated Incremental Per Member cost (Negotiated Items)				82.16	11.00	903.81

Notes:

- (1) 2010/2011 financial and FTE data used to calculate the estimated incremental cost
- (2) Denominator used in the % increase/decrease calc is \$109.2M, the total municipal policing cost from the 2010/2011 reconciliations



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER

Agenda Item # 8.1.3



Request for Decision

Date: March 23, 2012

Topic:	MUNICIPAL POLICE SERVICE AGREEMENT		
Proposal:	<p>Public Safety Canada and the Alberta Solicitor General and Public Security has requested that the Town of Drumheller sign the Municipal Police Service Agreement which will come into effect on April 1, 2012 thereby replacing the current MPSA which expires on March 31, 2012. The term of the agreement is for 20 years (from 2012 to 2032).</p> <p>An Email from Public Safety Canada dated March 22, 2012 outlines the estimated financial impacts of the new agreement.</p>		
Proposed by:	Public Safety Canada and Alberta Solicitor General		
Correlation to Business (Strategic) Plan			
Benefits:			
Disadvantages:			
Alternatives:			
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	
Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			
Recommendations:	That Council agree to sign the Municipal Police Service Agreement as presented.		
Report Writer:	R.M. Romanetz, P. Eng.	CAO:	
Position:	Chief Administrative Officer		

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

PolicingAgreementFederal	Created By: Ray Romanetz	1
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