



Policy and Priorities Committee Agenda

February 18, 2025, 9:00 AM

Town of Kitscoty Council Chambers/ Via ZOOM Webinar

5011 50 Street

Kitscoty, Alberta, Canada

Pages

1. CALL TO ORDER
2. ADDITIONS TO AGENDA
3. ADOPTION OF AGENDA

Motion Number:

THAT the County of Vermilion River approve the February 18, 2025 Policy and Priorities Committee Meeting Agenda as presented.

4. COUNCIL NEW BUSINESS

- 4.a FINANCE

POLICY FI 014 CREDIT CARD PAYMENT ACCEPTANCE

7

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee provide Administration direction to adjust Policy FI 014 Credit Card Payment Acceptance where the County of Vermilion River will absorb the cost of credit card fees.

Request for Information

- 4.b PUBLIC WORKS AND UTILITIES

INDUSTRY COST SHARING

14

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee accept the Industry Cost Sharing information as presented.

Request for Information

4.c NATURAL GAS UTILITY

Request for Information

4.d AGRICULTURE & ENVIRONMENTAL SERVICES (ASB)

NUISANCE ANIMALS UPDATE

18

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee receive the Nuisance Animals Update as information.

Request for Information

4.e PROTECTIVE SERVICES

MCLAUGHLIN – PROPERTY REMEDIATION

29

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River provide the following direction to Administration:

VOLUNTEER FIREFIGHTER RECRUITMENT AND RETENTION

32

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee receive the report as information and direct Administration to get quotes for the implementation of a health benefit plan for volunteer firefighters.

Request for Information

4.f PLANNING AND COMMUNITY SERVICES

**HAMLET OF BLACKFOOT – WASTEWATER / SEWER
EXTENSION – MOTION REQUIRED**

39

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River direct Administration to investigate funding opportunities to support the investment of upgrading the water and sewer lines for a proposed development on Pt. NW-1-50-2W4M, being at the northwest corner of 56 Street and 50 Ave within the Hamlet of Blackfoot.

MINERAL LEASE ON NW-7-50-1W4M – MOTION REQUIRED

46

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the Petroleum and Natural Gas Lease form, enter into agreement with Capital Land Services Ltd., and that administration first obtain approval from the Minister of Municipal Affairs to enter into a lease for freehold mines and minerals upon or under NW-7-50-1W4M held by the Municipal District of Wellington No. 481, also known as the County of Vermilion River.

**PLANNING AND COMMUNITY SERVICES 2024 YEAR-END
DEPARTMENT REPORT – FOR INFORMATION**

60

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee receive the Planning and Community Services 2024 Year-End Department Report as information.

**MARWAYNE ARENA SPECIAL CAPITAL REQUEST –
FURTHER INFORMATION TO FOLLOW**

83

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River select funding scenario 1.a., a \$750,000.00 debenture over five (5) years, for the Marwayne Agricultural Society Arena upgrades project.

Request for Information

4.g GENERAL ADMINISTRATION

LETTER OF RESPONSE - REGIONAL INFRASTRUCTURE 92

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the Regional Infrastructure response letter and direct Reeve Marty Baker to sign the letter.

QUESTIONS REGARDING TARIFFS - MP SHANNON STUBBS 94

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee receive the Questions on Tariffs from MP Shannon Stubbs as information and Direct Administration to provide the following answers:

VERMILION RCMP PRIORITIES 95

Motion Number:

That the County of Vermilion River Policy and Priorities receive the Vermilion RCMP Priorities as information and Direct Administration to provide the following priorities to the Vermilion RCMP:

- 1.
- 2.
- 3.

Request for Information

5. BYLAWS

5.a BYLAW 19-01 COUNCIL CODE OF CONDUCT - REVIEW 178

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee receive Bylaw 19-01 Council Code of Conduct as information and provide the following direction to administration:

6. POLICIES

- 6.a **FI 012 BASIC MUNICIPAL TRANSPORTATION GRANT-STREET IMPROVEMENT PROGRAM GRANT POLICY** 237

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind Policy FI 012 Basic Municipal Transportation Grant (BMGT) – Street Improvement Program (SIP) Grant Policy.

- 6.b **NG 015 – NATURAL GAS INFILL INVESTMENT** 241

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommends that the County of Vermilion River approve Policy NG 015 – Natural Gas Infill Investment as presented.

- 6.c **RESCIND POLICY PE 023 BANKED OVERTIME** 255

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind Policy PE 023 Banked Overtime.

7. NOTICE OF MOTIONS

8. CLOSED SESSION - CONFIDENTIAL

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee move to a Closed Session at 0:00 PM with all members in attendance.

- 8.a **DISCLOSURE HARMFUL TO BUSINESS INTERESTS OF A THIRD PARTY - DEWBERRY AGRICULTURE SOCIETY - FOIP SECTION 16(1)(a)(ii)**

- 8.b **DISCLOSURE HARMFUL TO INTERGOVERNMENTAL RELATIONS - VERMILION FIRE DEPARTMENT - FOIP SECTION 24(1)(a)(ii)**

- 8.c **ADVICE FROM OFFICIALS - POLICY NG 011 – GAS MONITORING UNITS - FOIP SECTION 24(1)(a)**

9. RETURN TO OPEN SESSION

Motion Number:

THAT the County of Vermilion River Policy and Priorities Committee Meeting return to Open Session at 0:00 PM with all members in attendance.

10. BUSINESS ARISING OUT OF CLOSED SESSION

10.a POLICY NG 011 GAS MONITORING UNITS

Recommendation:

THAT the County of Vermilion River Policy and Priorities Committee recommends that the County of Vermilion River rescind NG 011 – Gas Monitoring Units.

11. ADJOURNMENT



COMMITTEE MEETING DATE:2025-02-18

BRIEFING NOTE - TO COMMITTEE

SUBJECT

POLICY FI 014 CREDIT CARD PAYMENT ACCEPTANCE

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee provide Administration direction to adjust Policy FI 014 Credit Card Payment Acceptance where the County of Vermilion River will absorb the cost of credit card fees.

DETAILS

Background: County of Vermilion River currently uses Option Pay as a credit card payment method. Option Pay charges the user the credit card transaction fee instead of the County of Vermilion River. Over the last year, the County of Vermilion River has received comments from rate payers objection to paying these credit card fees.

Discussion:

- Should the County of Vermilion River change Credit Card service providers to a provider where the County of Vermilion River pays for the credit card fees?
- Should the County of Vermilion River put a restriction on what income they will accept credit card fee on?
- Should the County of Vermilion River accept credit card payment for all sources of income except on taxes?
- Should the County of Vermilion River accept credit card payment on taxes up to a limit of \$10,000.00?
- Budget increase to bank charges - currently \$8,000.00.

Relevant Policy/Legislation Practices: FI 014 Credit Card Payment Acceptance

Desired Outcome (s): THAT the County of Vermilion River Policy and Priorities Committee provide Administration direction to adjust Policy FI 014 Credit Card Payment Acceptance where the County of Vermilion River will absorb the cost of credit card fees.



Response Options: THAT the County of Vermilion River Policy and Priorities Committee provide Administration direction to adjust Policy FI 014 Credit Card Payment Acceptance where the County of Vermilion River will absorb the cost of credit card fees.

IMPLICATIONS OF RECOMMENDATION

Organizational: None

Financial: Increase bank charges expense

Communication Required: Once Policy approved

Implementation: Change credit card provider

ATTACHMENTS

Estimate Credit Card Expense

Summary of Neighbouring Credit Card Usages

Policy FI 014 Credit Card Acceptance Policy

PREPARED BY: Natasha Wobeser

DATE:2025-02-12



ESTIMATE CREDIT CARD EXPENSE

		<u>Trade Accounts</u> <u>Receivable - Aug</u>	<u>Trade Accounts</u> <u>Receivable - Dec</u>	<u>Water - July</u>	<u>Water - Sept</u>	<u>Gas - Sept</u>	<u>Gas - Dec</u>	<u>Taxes - Under</u> <u>\$10k</u>	<u>Permits,</u> <u>Map, Tax</u> <u>Cert, Flag</u>
		20,426.78	11,982.83	63,117.49	56,096.79	172,782.72	882,900.52	10,346,958.02	4,921.25
10%	% of Income	2,042.68	1,198.28	6,311.75	5,609.68	17,278.27	88,290.05	1,034,695.80	492.13
2.50%	Credit Card Fee pm	51.07	29.96	157.79	140.24	431.96	2,207.25	25,867.40	12.30
15%	% of Income	3,064.02	1,797.42	9,467.62	8,414.52	25,917.41	132,435.08	1,552,043.70	738.19
2.50%	Credit Card Fee pm	76.60	44.94	236.69	210.36	647.94	3,310.88	38,801.09	18.45
20%	% of Income	4,085.36	2,396.57	12,623.50	11,219.36	34,556.54	176,580.10	2,069,391.60	984.25
2.50%	Credit Card Fee pm	102.13	59.91	315.59	280.48	863.91	4,414.50	51,734.79	24.61
25%	% of Income	5,106.70	2,995.71	15,779.37	14,024.20	43,195.68	220,725.13	2,586,739.51	1,230.31
2.50%	Credit Card Fee pm	127.67	74.89	394.48	350.60	1,079.89	5,518.13	64,668.49	30.76
30%	% of Income	6,128.03	3,594.85	18,935.25	16,829.04	51,834.82	264,870.16	3,104,087.41	1,476.38
2.50%	Credit Card Fee pm	153.20	89.87	473.38	420.73	1,295.87	6,621.75	77,602.19	36.91

Note: - Totals based on current month balances
 - No Oil & Gas Ltd in Gas and Taxes Totals
 - Trade Accounts Receivable based only possilbe credit card invoices



SUMMARY OF NEIGHBOURING CREDIT CARD USAGES

City of Lloydminster

- \$165,684
- Accept credit card for all revenue except taxes

Town of Vermilion

- \$9,000
- Pay Simple

City of Cold Lake

- \$54,000 (includes short term interest)
- Option Pay

County of Minburn

- \$4,000
- Option Pay

MD of Wainwright

- \$2,000
- Could not find anything on their website to do a credit card payment

MD of Bonnyville

- No credit card

Note:

- Only City of Lloyd had a policy for accepting credit card payments.
- All bank charges figures based on 2023 financial statements.

POLICY # FI 014
CREDIT CARD PAYMENT ACCEPTANCE

APPROVAL DATE:	July 16, 2019 (2019-07-57)	CROSS-REFERENCE:	
RESPONSIBILITY:	Administration		
APPROVER:	Council	APPENDICES:	
REVISION DATE (s):		REVIEW DATE:	

POLICY STATEMENT

The County of Vermilion River is committed to providing convenient ways for Customers to remit payment for goods and services subject to certain standards and limits.

BACKGROUND

The County of Vermilion River has historically only accepted debit card, cheque and cash payments. However, with new technology at the forefront, the County of Vermilion River is now able to process credit card transactions through a third party service provider. Customers have the option to remit payment via credit card so long as they consent and agree to pay a transaction fee for the convenience.

OBJECTIVE

To provide another convenient method of payment for the Customers of the County of Vermilion River.

SCOPE

INTERNAL STAKEHOLDERS	EXTERNAL STAKEHOLDERS
Administration	Customers
Council	Ratepayers
	Businesses
	Contractors/Vendors

DEFINITIONS

County is the County of Vermilion River.

Customer is any person whom buys goods or services from the County of Vermilion River.

GUIDING PRINCIPLES

- The County accepts Visa and MasterCard payments through the use of third party software. Payments are accepted via the County website or in-person at the County administration office using OptionPay.
- For a fee, Customers may remit payment using OptionPay for the following goods and services:
 - Fees as listed under the County’s Fee Bylaw No. 19-05
 - Property taxes
 - Natural Gas Utility
 - Water and Sewer Utility
 - Bylaw Fines
 - Dog licenses
 - Bulk Water
 - Strychnine
 - Plastic Mulch
- Fees per transaction vary and are determined based on the amount of the individual payment.
- The County does not retain or store credit card information.
- Receipts are issued to Customers directly by OptionPay.

- Credit card transactions are not eligible for cash back. Only the amount of the good or service is permitted to be charged at the time of the transaction.
- There is no limit imposed by the County with respect to payment amounts. OptionPay however, restricts the amount per transaction to thirty thousand dollars (\$30,000).
- Customers are responsible for ensuring that they have entered or provided the correct account number for payments to be processed.
- OptionPay load fees are non-refundable.

ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE (s) OF PERSON RESPONSIBLE
HANDLING INQUIRIES	Director of Corporate Services
MONITORING REVIEWS AND REVISIONS	Executive Secretary
IMPLEMENTING POLICY	Council
COMMUNICATING POLICY	Chief Administrative Officer



COMMITTEE MEETING DATE: 2025-02-18

BRIEFING NOTE - TO COMMITTEE

SUBJECT

INDUSTRY COST SHARING

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee accept the Industry Cost Sharing information as presented.

DETAILS

Background:

Industry has contributed towards full road builds, rehabilitations, improvements, etc. currently and in the past. The amount that has been invested can vary depending on the amount of development in one area, the price of oil, and the company's willingness themselves as well.

Industry also contributes to some operational maintenance costs as well. This can include graveling, grading, snow removal, and spot repairs. This has varied significantly throughout the years as well. Public Works continues to work with Industry operators to obtain help with these operational aspects.

Discussion:

For cost shares with Industry, the way they were approached in the past was based on where the industry activity currently is, and the current condition of the roads. Often, they were looked at as a year ahead approach, unless it was a major project such as the 490 project where it was looked at longer term. The share amount with the company would vary and how this was determined is not fully clear to current Public Works Staff.

With the recent changes to Public Works, a consistent approach to roads and cost shares is being taken. This is starting with formal meetings with the General Manager – Public Works, Public Works staff, and the Industry Operators. We have been discussing the longer-term rehab, and cobble roads programs, and the impacts that Industry has on County Roads. We have also been hearing their perspectives on what their challenges have been and their desire for a consistent approach to roads beyond just Industry.



For cost shares, the current approach with Industry is to communicate these upcoming cost shares in two ways.

- The first being when they are requesting use of a road, or upgrade to a facility, we provide formal responses to these requests and are currently including statements that outline when a road in that area is being worked on and that they should be budgeting for cost shares in that road in the future. General timeframes beyond one year outlook would be stated as “Work is expected to be in the years of 2027 to 2028, with communication from County of Vermilion staff regarding the project in 2026.”
- The second being the follow up to that end statement in point one. We initiate in person or virtual meetings to discuss the road and potential costs and work. With 2025 being the first year with the newly involved staff, processes are being worked out with each Industry Operator to ensure that success in the future as well.

For cost share amounts, it can be based on a couple of factors such as how many other operators are using the road, what is the CVR residential and agricultural usage, and what does the road require for work.

A simple example of what this could look like could be as follows.

- There is only one Industry operator permitted on a road that is one mile long, and it only needs a rehab to it (\$110,000.00/mile). We could look at the production for the well based on AER data in conjunction with traffic counts (five heavy trucks a day, and 12 light trucks). This could result in a 50/50 cost share, or a 25(industry)/75(CVR) split depending on the previous condition of the road. It can be a bit subjective. Public Works staff strive to be fair, but to also obtain as much funding as possible.

A second example could be:

- A company using one mile of road with 90 heavy vehicles a day, and 30 light vehicles a day. Road was reasonable before, but is requiring rehab, and a bit of extra work for overall road safety improvements.
In this case, a 1/3(CVR) to 2/3(Industry) cost share approach would be taken. This is due to the larger amount of heavy traffic on the road. But with more road work being done to improve overall safety conditions that would benefit the County longer term, the County would remain with a bit higher of a cost share.



With 2025 being a transition year for this aspect of industry relations, successes and struggles will be communicate to Council through the General Manager – Public Works. This could include verbal updates at Council, or updates in the Monthly report.

A final consideration for Council is that the approach Industry has with road cost shares has changed over the past decade. Cost shares with Counties are not as common as they were 10 years ago. It can be speculated that this is due to the cost of oil being lower than what it was 10 years ago in conjunction with much higher costs to do business resulting in far tighter margins. That's not to absolve industry of investing with the County, but to rather identify that there is a trend and a potential reasoning to consider.

Relevant Policy/Legislation Practices:

Desired Outcome (s):

To continue with cost shares with Industry and have ongoing plans and discussions with them.

Response Options:

To request further information.

To accept the information as presented.

IMPLICATIONS OF RECOMMENDATION

Organizational: N/A

Financial: Potential income on projects

Communication Required: N/A

Implementation: N/A

Council Goal: Roads



ATTACHMENTS

None

PREPARED BY: Ben McPhee

DATE:2025-02-11



COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

NUISANCE ANIMALS UPDATE

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee receive the Nuisance Animals Update as information.

DETAILS

Background:

The County of Vermilion River has received several inquiries regarding nuisance animal control.

Discussion:

A document outlining work completed to date for controlling nuisance animals and options moving forward is attached.

Relevant Policy/Legislation Practices:

The Agricultural Pest Act

The Agricultural Pest Act Regulation

Wildlife Act

Desired Outcome (s):

THAT the County of Vermilion River Policy and Priorities Committee receive the Nuisance Animals Update as information.

Response Options:

THAT the County of Vermilion River Policy and Priorities Committee receive the Nuisance Animals Update as information.

IMPLICATIONS OF RECOMMENDATION

Organizational: None.

Financial: None.

Communication Required: None.

Implementation: None.

ATTACHMENTS

Nuisance Animals Update.pdf

Policy AG 005 Coyote Predation Management

PREPARED BY: Hannah Musterer

DATE: February 12, 2025

Nuisance Animals in the County of Vermilion River

The County of Vermilion River has received several complaints regarding coyotes in various hamlets and subdivisions in the County. Coyotes are declared a nuisance under the *Agricultural Pest Act Regulation* for the *Agricultural Pest Control Act*.

Actions completed to date

- January 23, 2025 – The Protective Services Operations Officer applied a scent deterrent around the perimeter of the Hamlet of Islay. The scent deterrent was also placed around areas frequented by the coyotes and abandoned buildings. After the application of the deterrent, complaint call volumes dropped, and it seems to be effective in reducing the number of coyotes entering the hamlet.
- January 25, 2025 – The Director of Protective Services in partnership with the Conservation Officer completed patrols in the hamlet of Islay.
- January 28, 2025 – The General Manager of Public Works contacted the contracted Pest Control Officer and inquired to see if they were interested in doing some concentrated snaring around areas where we received complaints. This contractor refused as they were concerned with doing any snaring or trapping near a hamlet or subdivision where there was the risk of snaring and injuring people's cats and dogs.
- January 28, 2025 – The ACAO contacted a trapper in the area to see if they would be interested in completing contracted trapping. The contractor refused to quote on the job due to risks associated with trapping near hamlet and concerns about trapping people's dogs or cats.
- January 30, 2025 - The ACAO contacted a local trapper to see if they would be interested in contracted trapping, and the trapper provided a quote for their services.
- February 1, 2025 – The Director of Protective Services in partnership with the Conservation Officer completed patrols in the hamlet of Islay.
- February 11, 2025 – The Protective Services Operations Officer applied a scent deterrent around the perimeter of the Hamlet of Islay. The scent deterrent was also placed around areas frequented by the coyotes and abandoned buildings. The second application of the deterrent is expected to continue reducing complaints.

Options Moving Forward

Moving forward, the County could implement a cultural control program that educates the public, especially in the hamlets and subdivisions about the various methods that should be implemented to reduce coyote interactions.

Removal of Attractants – Recommended

- **Remove Food Sources:** Coyotes are opportunistic feeders, so removing food sources like garbage, pet food, bird seed, compost, and fallen fruit can discourage them from hanging around.

- **Livestock Management:** Secure livestock feed and carcasses, and consider using electric fencing to protect them from coyotes. Ensure that methods of animal husbandry are utilized such as guard dogs and hazing. This would be important in subdivisions that have livestock.

Public Awareness – Recommended

- **Education Campaigns:** Run programs to educate the public about coexisting with coyotes, emphasizing the importance of not feeding them and reducing attractants in residential areas. This program could include mailouts, information on the website and a campaign on social media.

Professional Wildlife Control – This should only be explored after public awareness campaigns and removal of attractants is completed and can only be implemented if there is property damage or livestock is killed as per the Agricultural Pest Control Act.

- **Professional Snaring:** Snaring is an option but should be used as a last resort. Before snaring is investigated as an option, attractants should be removed, and a public awareness campaign should be implemented. In Alberta, snaring for problem nuisance control is regulated, and permits may be required for capturing and relocating coyotes.
 - If the County wanted to pursue trapping, there is a willing trapper in the Islay area that could trap on their own property adjacent to the Hamlet of Islay.

Pricing Quote for Pest Control Services:

- Hourly Rate: \$50/hour (approximately three hours per check for drive time, checking, and setup, and checking snares three times a week).
- Travel: \$0.75/km (for travel between Vermilion, Islay, and Cloverview acreages)
- Snowmobile/Quad Usage: \$50 per trip (for using snowmobile or quad to access fields)
- Snares: \$15 each (only charged for snares used in catches, as they are damaged after each catch)

Approximate cost

Using the example of one month of snaring and 24 Coyotes Captured = \$3,300.00

- If the County wanted to manage problem nuisance animals on another person's property as staff member with a valid Form 7 must accompany the contractor. A Form 7 is a specific permit issued under the Agricultural Pests Act and the Pest and Nuisance Control Regulation in Alberta, Canada. This permit authorizes a trained individual to manage certain pests, like coyotes and skunks, on another person's land. The permit allows the holder to use specific control methods, including

devices, poisonous materials, and other techniques, as outlined by the regulation. The County of Vermilion River has two staff members with their Form 7 permit.

- **Professional Trapping:** Trapping is not recommended for this concern. Trapping can be viewed as inhumane, as it does not immediately destroy the animal. The animal, including pets, could be trapped and severely injured for hours before the trap is checked.
- **Shooting** - In rural areas, landowners may be able to legally shoot coyotes that pose a risk to livestock or property. Alberta's wildlife regulations must be followed, and the shooting of coyotes should be done safely and in accordance with local laws. Shooting is not a viable control method to address these complaints. Shooting can only be done if it is 200 meters away from a dwelling.
- **Bounty Program:** There are municipalities in Alberta that implement a Bounty program to control problem wildlife including coyotes and beavers. Administration does not recommend this as most of the complaints regarding coyotes has been concentrated in a few areas in the County. These problems can be addressed with targeted public awareness campaigns and removal of attracts. The Bounty program may not effectively target problem nuisance species, as it would apply to all coyotes, whether or not they are considered pests. Other municipalities have faced legal challenges to their Bounty programs, with conservation groups questioning the effectiveness of this method for controlling nuisance species. Additionally, these municipalities have received FOIPP requests for the release of all information related to their Bounty programs.
- **Legal Considerations:**
 - **Wildlife Act:** The Wildlife Act of Alberta governs the management and control of coyotes. Trapping or shooting without appropriate permits or in violation of hunting seasons can lead to fines or legal consequences.
 - **Agricultural Pests Act and Regulation:** The Alberta Pest Control Act is a provincial law in Alberta, Canada, designed to regulate the management and control of pests that threaten agriculture, public health, or the environment. The Act empowers authorities to take action against the introduction and spread of harmful pests. It provides guidelines for pest control measures, permits, and enforcement mechanisms, ensuring that pest control efforts are safe, effective, and environmentally responsible.

Things to Note

- Snaring or trapping of coyotes can be viewed negatively by the public. There is the risk of trapping people's pets including dogs or cats. These animals could be injured or killed during the snaring process.
- The County of Vermilion River has snared animals in the past. This practice ceased because there were several pets, including dogs, trapped and injured in the County of Vermilion River set snares. This was viewed extremely negatively and was brought to the attention of the Society for the Prevention of Cruelty to Animals (SPCA) and the Province regarding the usage of snares for controlling nuisance animals.

- Recently, the use of 1080 tablets have been suspended in Alberta. There has been a gradual shift away from coyote control, with various methods, including M44 and 1080, being phased out.

Other Municipalities

City of Edmonton - Edmonton's approach to wildlife control focuses on non-lethal, preventative measures such as public education, hazing, and monitoring. While coyotes are part of the ecosystem, the city takes steps to address dangerous interactions through appropriate response and community awareness.

The City has created interactive learning modules on coyote prevention and has partnered with the University of Alberta to explore the urban coyote coexistence with Edmontonians.



Figure 1: Public Campaign slogan used by the City of Edmonton to educate Edmontonians about reducing coyote interactions.

M.D. of Bonnyville - The Municipal District (M.D.) of Bonnyville has introduced a Coyote & Wolf Reduction Incentive Program for the 2024-2025 winter season to manage coyote and wolf populations. An incentive payment of \$15 per coyote is available from November 1, 2024 – March 31, 2025. The M.D. has experienced questions from the public regarding the effectiveness and ethics of the program and has received a FOIPP request detailing all information regarding the Bounty.

Strathcona County - County staff can help educate and identify options for coyote management on a case-by-case basis. Depending on location and circumstance, this can include information on deterrent and exclusion options.

POLICY #:	AG 005	POLICY TITLE:	Coyote Predation Management
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APPROVAL DATE AND MOTION:	December 1991 (ASB 1-12-91)	CROSS-REFERENCE:	AG 006 Agricultural Pest and Nuisance Control; Alberta Agricultural Pests Act RSA 2000 C A-8; Alberta Agricultural Pests Act Pest and Nuisance Control Regulation AR 184/2001; Alberta Coyote Predation Control Manual and Study Guide
RESPONSIBILITY:	Director of Agriculture and Environment, Agriculture and Environment	APPENDICES:	
APPROVER:	Council	EFFECTIVE DATE:	February 27, 2024
REVISION DATE(S)/ MOTION #	December 1991 (ASB 1-12-91), June 23, 2015 (AG 04-02-95; 78-06-15) February 9, 2016 (2016-02-19) Feb. 27, 2024 (2024-02-36)	NEXT REVIEW DATE:	January 2029

1. DEFINITIONS

- 1.a. Agricultural Pests Act: Refers to the Province of Alberta Agricultural Pests Act RSA 2000 C A-8.
- 1.b. Pest and Nuisance Control Regulation: Refers to the Province of Alberta Agricultural Pests Act Pest and Nuisance Control Regulation AR -84-2001.

- 1.c. Procedures for Coyote Predation Management: Refers to the Coyote Predation Management Program (CPMP) Operations Policy and Procedure as found in Alberta Agriculture and Irrigation's November 2021 Coyote Predation Control Manual and Study Guide.
- 1.d. Livestock: Refers to livestock as defined in the Agricultural Pests Act as cattle, sheep, diversified livestock animals within the meaning of the Livestock Industry Diversification Act, goats and other captive ruminants, swine, horses, and poultry.
- 1.e. Compound 1080: Refers to Sodium Monofluoroacetate (Compound 1080), the only toxicant registered in Alberta for coyote control.
- 1.f. Coyote: Refers to *Canis latrans*

2. POLICY STATEMENT

- 2.a. This Policy provides guidance on procedures for coyote predation management under the Agricultural Pests Act and the Pest and Nuisance Control Regulation as well as Alberta Agriculture and Irrigation's Procedures for Coyote Predation Management.
- 2.b. Livestock predation by coyotes shall be addressed through extension and the distribution of restricted toxicants in a manner that is both agriculturally and environmentally sustainable.

3. OBJECTIVE

- 3.a. To establish a policy to assist livestock producers in managing livestock predation by coyotes in accordance with the Agricultural Pests Act and the Pest and Nuisance Control Regulation, as well as the Alberta Agriculture and Irrigation's Coyote Predation Management Program, which is administered jointly by Alberta Agriculture and Irrigation and Alberta's Agricultural Service Boards.
- 3.b. This policy deals with resident complaints of livestock predation by coyotes. Complaints of predation of livestock by all other wild predators, such as bears, wolves, foxes, or eagles are to be directed to Alberta Fish and Wildlife. Complaints of livestock predation and other problems by domestic or feral dogs should be directed to the local RCMP.

4. BACKGROUND

- 4.a. Coyotes are listed as a nuisance under the Alberta Agricultural Pests Act, Pest and Nuisance Control Regulation, which allows the owner or occupant of land the ability to control a nuisance on that land by means that are generally considered to be sound and humane husbandry practices and that comply with all applicable laws. Alberta's Coyote Predation Management Program assists landholders in managing coyote predation of their livestock. Municipal inspectors may set out or issue coyote control materials to landholders at the discretion of municipal policy and in accordance with provincial and federal legislation.

5. GUIDING PRINCIPLES

- 5.a. Authorized inspectors holding a valid Form 7 Permit issued by the Government of Alberta will respond to all coyote harassment and predation complaints as required.
- 5.b. Predation on pets, unconfined poultry and unconfirmed kills are not covered by the Agricultural Pests Act and do not justify issuance of restricted toxicants.
- 5.c. Producers may receive restricted toxicants from the County for the purpose of controlling coyotes if they have had confirmed losses of livestock on their property. Loss must be confirmed by the Municipal Inspector.
- 5.d. The inspector will not issue any restricted toxicants if it is of their opinion that the use of toxicants may pose an immediate danger to the general public and/or to private property, such as pets.
- 5.e. When livestock predation occurring in the last 30 days has been confirmed, and the producer is using appropriate control and management procedures, the inspector may assist the producer by issuing a Form 8 to allow use of restricted toxicants.
- 5.f. Producers experiencing repeated coyote predation kills that have inadequate facilities and/or are not practicing adequate management may be refused the issuance of restricted toxicants at the sole discretion of the Inspector.
- 5.g. No control methods will be placed closer than 400m from a residence (other than that of the landowner who has approved the use of the control) or 800m from a town, hamlet, or subdivision boundary.

- 5.h. A Form 8 must be completed and signed by the landowner prior to issuance of any registered controls and all parts of the PCP Act label for the toxicant used must be reviewed with the landowner and a copy given to the landowner. The inspector must emphasize to the landowner the potential hazards associated with poison use including the accidental poisoning of non-targets such as livestock or pets; dogs should be tied or confined during toxicant use.
- 5.i. Toxicants shall not be used where a landholder is unwilling to take measures to prevent poisoning of non-target animals.
- 5.j. The landowner is responsible for informing close neighbors when restricted toxicants are used and must set out the provided warning posters when toxicants are placed.
- 5.k. Unused toxicant tablets must be returned to the issuing municipality by the expiry date of the Form 8 Permit. Form 8 Permits expire within 30 days. The inspector is to collect pertinent information from the landowner for the municipal report to Alberta Agriculture and Irrigation.
- 5.l. The Inspector shall only issue restricted toxicants a maximum of two times to any one livestock producer, where after it is the responsibility of said producer to adopt new management and prevention methods against future coyote predation or harassment.
- 5.m. Producers may be issued the below noted restricted toxicants during the following timeframes provided they have had sufficient training in the use of such toxicants:

Toxicants	Number	Time Frame
Sodium Monofluoroacetate (Compound 1080 Tablets)	6	Year Round

- 5.n. Agriculture and Environment Department staff will have information for the prevention of coyote predation or harassment available for all residents of the County of Vermilion River.

6. ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE(S) OF PERSON RESPONSIBLE
HANDLING INQUIRIES	Director of Agriculture and Environment
MONITORING REVIEWS AND REVISIONS	Director of Agriculture and Environment
IMPLEMENTING POLICY	Director of Agriculture and Environment
COMMUNICATING POLICY	Director of Agriculture and Environment
INTERNAL STAKEHOLDERS	Council
EXTERNAL STAKEHOLDERS	Landowners and General Public

7. EXCEPTIONS

7.a. None identified.

8. POLICY EVALUATION

8.a. The County of Vermilion River will review this policy every five years, or earlier if the need is identified.

COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

MCLAUGHLIN – PROPERTY REMEDIATION

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River provide the following direction to Administration:

DETAILS

Background: 5002-5004 50th Avenue in McLaughlin has been served a Court Order for clean-up and remedy. In November 2024, a Provincial Court Judge issued a “mediation order” allowing the County of Vermilion River to commence property mediation in early Spring 2025.

The property is currently a vacant locate with the remnants of an old house foundation which had been destroyed by fire several years prior. The foundation is made of concrete and has been used as a “dumping” ground for vegetation, such as tree branches, grass and dirt/rocks. Attempts to have the owner remedy the property in the past, were unsuccessful and in 2024, the property was identified as one of the more pressing properties, largely due to its open vacant pit which is a safety concern.

The Public Safety Division would like permission to remedy the property by having a restoration company completely remove the foundation of the old house and return the lot to its original natural state. It is believed that leaving the concrete foundation and filling it in with clean fill would solve the problem in the short-term but limit the future use of the site causing a long-term issue.

It is unlikely that the current property owner will be able to afford the cost of this mediation, and that the property will come into the County of Vermilion River possession through tax arrears.

Discussion: Would Council like Public Safety to fill the foundation with clean fill and tidy up the property to a vacant lot standard, or would they like the foundation removed and the site returned to its original natural state for future development.

Relevant Policy/Legislation Practices:

- Municipal Government Act

Desired Outcome (s): Completion of Court Order and filing of results with the Province

Response Options:

IMPLICATIONS OF RECOMMENDATION

Organizational:

Financial: Estimates of the clean-up vary, from clean-fill at \$10,000.00 to a complete remediation at \$30,000.00. Many variables are at play included the floor (dirt of concrete, et al) and any presence of hazardous materials like asbestos.

Communication Required:

Implementation:

ATTACHMENTS

- Photo of Property

PREPARED BY: Kirk Hughes, Director of Protective Services

DATE: 24 January 2025





COMMITTEE MEETING DATE: 2025-02-18

BRIEFING NOTE - TO COMMITTEE

SUBJECT

VOLUNTEER FIREFIGHTER RECRUITMENT AND RETENTION

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee receive the report as information and direct Administration to get quotes for the implementation of a health benefit plan for volunteer firefighters.

DETAILS

Background: Recruiting and retaining firefighters across the County of Vermilion River has been a challenge.

During a recent Fire Service Agreement Meeting with the Village of Kitscoty, it was suggested that the County of Vermilion River explore the potential of adding a benefit package to retain and attract volunteer firefighters.

Currently, the County of Vermilion River has an on-duty “accident and sickness” program coverage through VFIS Canada (underwritten by AIG Insurance). This program benefits are attached. This is only for County of Vermilion River run fire stations; Blackfoot, Islay, Clandonald and Dewberry (as of 2021).

There are providers that specialize in health benefits and pension for firefighters, including CVIS (underwritten by Equitable Life) which provide drug coverage, paramedical services (physio & massage therapy) as well as dental and other expenses [attached]. Other companies, such as Sunlife recommend supplementing a “health spending account” [attached] but have caveats attached such as ensuring participants are being paid by T4A, which may be difficult with fire departments that are not solely under County of Vermilion River control.

County of Vermilion River recruiting efforts vary between each fire district; however, the County of Vermilion River has made significant strides in recruiting and retention since the implementation of the Fire Master Plan, those include:



Discussion: Is there an appetite from Council to explore the addition of a health benefit to the existing compensation package for volunteer firefighters?

What level would Council like information about? Health benefits, or health and pension?

Relevant Policy/Legislation Practices:

Desired Outcome (s): Promote our Volunteer Firefighter recruitment and retention strategies

Response Options: THAT the County of Vermilion River Policy and Priorities Committee receive the report as information and direct Administration to get quotes for the implementation of a health benefit plan for volunteer firefighters.

IMPLICATIONS OF RECOMMENDATION

Organizational: This may impact existing Fire Service Agreements for our contractor departments.

Financial: Depending on the level requested, the cost of the program is expected to impact operational budgets.

Communication Required:

Implementation:

Council Goal:

ATTACHMENTS

- Recruitment & Retention 2025
- Existing VFIS Accident & Sickness Program
- CVIS Group Health, Dental and Memorial Benefit Program
- Sunlife Advice on Health Spending Account

PREPARED BY: Kirk Hughes, Director of Protective Services & Emergency Management

DATE:2024-12-17



Affordable benefits for your volunteer firefighters

Introducing the CVIS Volunteer Firefighters Group Health, Dental & Memorial (HD&M) Benefit Program

Volunteer firefighters play a vital role in small communities across Canada. And it's a tough job. So it can be tough to find – and keep – good crew members. Providing full-time benefits can help, but traditional benefits plans are expensive.

That's why we've partnered with Equitable Life of Canada® to offer the CVIS Group HD&M Program.

Affordable health and dental coverage

Designed specifically for volunteer firefighters, this new plan provides your members with affordable health and dental coverage that fits your budget. Whether your members already have coverage or not, it can provide a valued benefit to help keep your fire department fully staffed.

For members who already have coverage through another plan, it can help cover the cost of deductibles or coinsurance. For those who don't already have a plan, it can provide much-needed first-line coverage – up to 50% of eligible expenses subject to plan maximums.

The plan also includes:

- A pay-direct drug card members can take to the pharmacy when they fill their prescriptions – claims are adjudicated in realtime;
- Coverage for out-of-province and out-of-country emergency medical expenses; and
- \$300 of annual coverage for paramedical practitioners, such as physio or massage therapy.

Memorial benefit

The plan includes a \$15,000 Memorial Benefit. In the unfortunate event of a loss of life, the member's beneficiary will receive \$12,500 to cover funeral costs or other expenses. And the fire department receives \$2,500 that can be used to fund the benefits plan, buy equipment in memory of the lost crew member, or as they see fit. No medicals are required to obtain this Memorial Benefit.

Easy to administer

The plan features one set premium per person which can be paid annually or monthly via an easy-to-use online plan administration portal.

Plan details

- The plan is mandatory for all members.
- No plan member census data is required to provide a quote.
- No medicals are required.
- Members are covered up to age 70.
- The plan is only available for customers who already have VFIS Accident & Sickness Coverage.
- Only active members on the fire department are eligible. Coverage terminates when members retire or leave the fire department.
- Members can choose Family Coverage to extend coverage to family members.
- Benefits for eligible dependent children terminate at age 21. Dependent children in full-time attendance at school are covered up to age 25.
- Underwritten by Equitable Life of Canada

For more details about the HD&M Program or to get a quote, give us a call at 1-800-461-8347 or send us an email at info@cviscanada.com.

On Duty-Schedule of Coverage	Amount	Benefit Notes
Loss of Life Benefits:		
Accidental Death Benefit	\$300,000	
Seat Belt Benefit	\$75,000	
Safety Vest Benefit	\$75,000	
Military Death Benefit	\$15,000	
Illness Loss of Life Benefit	\$300,000	
Dependent Child Benefit	\$40,000	Per Dependent
Spousal Support Benefit	\$15,000	Per Dependent
Memorial Benefit	\$5,000	
Dependent Elder Benefit	\$5,000	Per Dependent
Reparation Benefit	\$20,000	
Lump Sum Benefits:		
Accidental Dismemberment Benefit	\$300,000	% of impairment
Quadra, Para, Hemiplegia (Paralysis)	\$600,000	% of impairment
Vision Impairment	\$300,000	% of impairment
Home Alteration & Vehicle Modification	\$50,000	
Injury Permanent Impairment Benefit	\$300,000	% of impairment
Illness Permanent Impairment Benefit	\$300,000	% of impairment
Heart Impairment Benefit	\$300,000	% of impairment
Cosmetic Disfigurement (Burns) Benefit	\$300,000	% of impairment
HIV Positive Benefit (100% Paid Upfront)	\$300,000	Lump Sum
Felonious Assault Benefit	\$150,000	Lump Sum
Cancer Benefit	\$7,500	Lump Sum
Coma Benefit (Pays monthly on top of other benefits)	\$1,000	Lump Sum 36 Months
Weekly Income Benefits:		
Total Disability Weekly Amount (first 28 Days)	\$300	PTSD & Cancer
Total Disability Weekly Amount (after 28 Days)	\$1,000	260 Weeks
Total Disability Minimum Weekly Amount	\$100	260 Weeks
Partial Disability Weekly Amount-% of Total Disability	50%	52 Weeks
Transition Benefit	Included	26 Weeks
Occupational Retraining Benefit Maximum	\$20,000	
Medical Expense Benefits:		
Medical Expense Maximum	\$25,000	
Cosmetic/Plaster Surgery Maximum	\$25,000	
Post Traumatic Stress Disorder Maximum	\$25,000	
Critical Incident Stress Management Max	\$25,000	
Family Expense Benefit Amount (per day)	\$100	1st Day to 26 Weeks
Family Bereavement & Counseling Benefit	\$1,000	Per Person
Weekly Permanent Physical Impairment Benefit (Lifetime)	\$1,000	% of impairment
Optional Benefits:		
Weekly Hospital Indemnity Benefit	\$300	104 Weeks
Extended Total Disability for 10 years	\$1,000	520 Weeks
Extended Total Disability to Age 70	NA	Up to Age 70
First Week Total Disability Benefit Amount	NA	

VFIS Accident & Sickness Benefits

Summary of Coverage- On Duty Only

C024 County of Vermillion River - Plan C - Enhanced

Policy Number: 9100144

GENERAL INFORMATION

This is only a brief description of coverage(s) available under this policy. The policy contains conditions, restrictions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the policy. Should there be any conflict between this Summary of Coverage document and the policy, the policy shall govern under all circumstances.

Eligible Participants:

*Any Volunteer member of the Policyholder

*A paid on call volunteer (includes members that receive a monthly or annual stipend)

*A junior member or auxiliary member

*A commissioner, director, trustee or person acting in a similar position

*A non-member deputized at the scene of an emergency by one of your officers, but only for the duration of the emergency or non-member who is requested to participate by the Policyholder

Scope of Coverage:

Benefits are paid (travel to, during and from) depending on the type of activity:

*Covered Activities include emergency response for fire suppression, rescue or emergency medical activity, training exercise which simulates an emergency and where physical participation is required, firematic events or contests, class room training, fundraising activities including athletic activities that are for the policyholder or other non-profit organization, all official functions to further the business of the Policyholder, official conventions or conferences, athletic events held on the premises of the Policyholder, authorized public safety educational events and administrative or maintenance duties.

Exclusions:

This policy will not cover any loss caused by, or resulting from, the following:

- Suicide or any attempt at it, while sane or insane, or intentionally self-inflicted injuries.
- Injuries that happened while flying except:
 - a) as a passenger on a commercial aircraft; or
 - b) as a passenger on any aircraft while taking part in a Covered Activity.
- Injuries that happen while flying as a crew member or during parachute jumps from the aircraft.
- War or any act of war, whether declared or undeclared
- Mental or emotional disorders except as specifically provided for covered Post Traumatic Stress Disorder.
- Treatment of alcoholism or drug addiction and any complications arising therefrom, except loss caused by injury sustained during and resulting from a Covered Activity.
- Illness except as provided by the policy.
- Military service of any province or country.
- Cancer, except as provided by the Cancer Benefit.

P: 800.461.8347 F: 855.558.0014

www.vfiscanada.com



BENEFIT PROVISIONS

Accidental Death	Payable for death due to a covered accidental injury. No Time Limit.
Seat Belt	Payable when death occurs while wearing a properly fastened seat belt.
Safety Vest	Payable when death occurs while wearing an approved safety vest while acting as a pedestrian at a MVA or while directing traffic.
Military Death Benefit	Provided when death occurs while serving or training for the Canadian Armed Forces or Reserve Unit.
Illness Loss of Life	Payable when death due to illness occurs during or as a result of a Covered Activity. Also payable for death due to heart attack or stroke within 48 hours of an Emergency Response or of physical participation in a training exercise.
Dependent Child	Payable for each Dependent Child when a line of duty death benefit is payable.
Spousal Support	Payable to a surviving spouse when a line of duty death benefit is payable.
Memorial	Payable to the department when a line of duty death benefit is payable. Payable for each Dependent Elder when a line of duty death benefit is payable.
Repatriation	Payable for expense incurred to return member's body to area of residence when death occurs outside 50 kilometers.
Accidental Dismemberment & Paralysis	% of Principal Sum based on area and degree of injury as indicated in the policy. The Principal Sum is doubled for hemiplegia, paraplegia or quadriplegia.
Vision Impairment	If vision is impaired, a % of the Principal Sum is provided based on the degree of impairment.
Home Alterations & Vehicle Modification	Payable for home alteration or vehicle modification costs necessary due to a covered injury or illness. Cost must be incurred within 3 years.
Injury Permanent Impairment	% of Principal Sum payable based on degree of Permanent Impairment as determined by Physician and the AMA Guide. When Impairment is 90% or more, 125% of the Principal Sum is payable. If Total Disability remains after 5 years, % of Principal Sum as follows:
Illness Permanent Impairment	50% payable for one who cannot return to their own occupation, 100% payable when one cannot return to any gainful occupation.
Heart Permanent Impairment	The indicated % is paid based on degree of heart junction impairment. This is reviewed when 26 weeks of Total Disability have been paid.
Cosmetic Disfigurement from Burns-	The indicated % is paid for disfigurement due to full thickness burns.
HIV Positive Benefit	Provides the full Principal Sum for a covered HIV positive result. Additional benefit will be paid if loss is due to a Felonious Assault and due to a Covered Activity.
Felonious Assault	When Life Threatening Cancer is diagnosed during the policy term, requires medical treatment and the cancer is eligible or approved by Workers' Compensation, the Cancer Benefit is payable.
Cancer Benefit	Benefit increases each July 1, after 52 weeks consecutive weeks. 5% minimum - 10% maximum per Consumer Price Index (CPI). Annual increases apply each subsequent year.
Cost of Living	If a member suffers injury or illness and within 30 days of Covered Activity is in a Permanent Coma, a monthly benefit is paid in addition to other benefits collected. Payable up to 36 months.
Coma Benefit	

Weekly Income Benefits	<p>Note: Partial Disability Benefit Limits are 50% of the Total Disability limit.</p> <p>¹=28 days - Benefit selected paid regardless of other sources of income. PTSD & Cancer if qualified, is payable for ¹= 4 Weeks.</p> <p>After 28 days - Benefit equals:</p> <ul style="list-style-type: none"> Up to 100% of Average Weekly Wage, less other income benefits paid or payable. Not to exceed Maximum Benefit Amount Not less than Minimum Benefit Amount <p>Benefit Periods:</p> <p>Total Disability:</p> <ul style="list-style-type: none"> 260 weeks, 520 weeks or to Age 70. <p>Partial Disability:</p> <ul style="list-style-type: none"> 52 weeks or 104 weeks (Check Policy to see what is selected, Pays for occupational retraining if the Insured becomes permanently Totally Disabled and we agree to a rehabilitation program. Covers costs for tuition, books, etc. <p>Covers reasonable and customary medical expenses in excess of any provincial or federal hospital and/or medical plan.</p> <p>Covers reasonable and customary expense for covered plastic surgery.</p>
Occupational Retraining Benefit	Covers reasonable and customary expense for medical treatment of Post-Traumatic Stress Disorder.
Medical Expense	Covers reasonable and customary costs incurred or fees charged by a Critical Incident Stress Management Team for transportation, meals, lodging, etc.
Cosmetic Plastic Surgery	Provided when hospital confinement is necessary due to an injury or illness.
Post-Traumatic Stress Disorder	Provides when a family member seeks counselling due to a line of duty death or member experiencing a Traumatic Incident.
Critical Incident Stress Management	Income benefit that is payable for life with 50% or greater impairment rating. Paid in addition to other benefit paid or payable under the policy. Payable even if the Member returns to work.
Family Expense	If purchased, pays an additional weekly disability benefit if confined to the hospital. This benefit is not affected by other disability plans or workers compensation. Will double if in Critical Care. Payable for 52 Weeks.
Family Bereavement & Trauma	Adds another 260 weeks to Total Disability for a total of 520 weeks.
Weekly Permanent Physical Impairment (WPP)	This policy will extend the Total Disability time period from 520 weeks to up to Age 70. This will be extended for both Injury and illness and the Insured Person must not be able to perform 85% of Gainful Occupation. Non Income earners can not perform 2 out of 6 Daily Living Activities.
Weekly Hospital Indemnity	When purchased, provides minimum of 5% Inflationary increase on weekly benefits payable under Weekly IPI or Long-Term Total Disability.
Extended Total Disability	Long-Term Total Disability.
Long Term Total Disability To Age 70-Optional	If an member is terminated from their job while on Total Disability and remains unemployed after the Total Disability payment period ends, this weekly benefit is payable up to 26 weeks.
COLA's for either WPP or Long Term Disability-Optional	
Transition	

Underwritten by: **AIG Insurance Company of Canada**
 120 Bremner Blvd, Suite 2200
 Toronto, Ontario M5J 0A8

Sunlife – Volunteer Firefighter Health Spending Account Proposal

Attached is a Health Spending Account (HSA) proposal for the fire department. HSA would be a valid option for the department as long as **the firefighters are receiving T4 or T4A income** as “contractors”.

With an HSA you must provide an allocation of spending per person, per year, which the member can use on themselves, or their spouse and dependents. Each member in the same “class” must receive the same amount of spending per year to avoid discrimination laws. As an example, the department might consider differentiating classes based on tenure. \$500 per year for the first 3 years, \$1,000 per year after 3 years, and \$2,000 per year after 10 years.

When submitting claims, firefighters would pay out of pocket for the health or dental expense, then submit a picture of the receipt through the mobile app. Claims are billed back to the fire department within 2-3 business days with a 10% admin fee added. The firefighter is reimbursed for the claim in another 2-3 business days.

For example, Firefighter X has \$1,000 in HSA spending per year, and goes to the dentist on Monday for \$400 in dental work. They pay out of pocket at the dental clinic, then submit the receipt through the mobile app. The fire department gets direct billed for \$400 + 10% fee = \$440 on Wednesday that same week. Firefighter X receives the \$400 reimbursement by direct deposit the following Monday, and now has \$600 remaining in the HSA. Importantly, the reimbursement is NON-TAXABLE to the firefighter.

When the benefit amount runs-out for the calendar year, Firefighter X cannot submit any more claims until their anniversary date of employment, when the \$1,000 rejuvenates. The department can choose whether or not unused balances carry over to the next year. They can also setup a Jan 1-Dec 31 renewal schedule to make things easier to track/control.

Very importantly, the fire department only gets billed for what is used. If Firefighter X never uses the HSA, the fire department pays nothing.

The main thing to be cautious of with HSA's is they can be cashflow prohibitive. If the fire department provides 30 firefighters with \$500 per year in health spending, it's possible a large chunk of that gets used right away. So, It would be advisable for the fire department to have significant cash on hand to support the claims.

Please feel free to have the fire department contact me directly.

Thank you,

Aaron Dyck, MBA

Associate Advisor, Sun Life

5303 50th Ave #101

Lloydminster, SK S9V 0P9

Tel: 587-789-1155

aaron.dyck@sunlife.com



FIRE MASTER PLAN

Section 14.1.2. outlines a modest approach on the strategy of recruitment and retention. Some recommendations include:

#21-51: Morale improvements through the promotion of apparel, such as clothing and recognition

#21-52: Promote a "Junior" Firefighter program aimed at youth & students

#21-53 & 54: Target the inclusion of female firefighters and Lakeland College students to enhance daytime and summer response.

RESEARCH

The Canadian Association of Fire Chiefs (CAFC) released the Great Canadian Fire Census, which was shared with Council, that presented a snapshot on the current state of the Canadian Fire Service and specifically those departments staffed by Volunteer Firefighters. This report showcased the desperate affair that is current staffing levels in rural and agricultural communities and the seemingly decrease in younger residents to answer the call as volunteer Firefighters.

NOTES:

The County of Vermilion River Fire Service has grown, from 160 volunteers in 2020 to approximately 175 at the end of 2025. This increase is attributed to several factors detailed in this report and is a good indicator that, although the struggle remains real here as in everywhere across the nation, that the County is actively working to attract and keep volunteer firefighters.

RECRUITMENT & RETENTION

County Fire Service

2025

DEFINITION

Recruiting and Retaining volunteer firefighters is one of the most pressing issues across Canada, and the County is no different. As the core group of volunteers age-out, and economic factors creep into the rural landscape, the need to attract and keep skilled firefighters will continue to grow. Having a plan to proactively address this growing concern is paramount to maintaining operational readiness in an environment of increasing call volumes, demand and raising cost.

WHAT DO WE DO NOW?

All our County Fire Stations/Department are operated by Volunteer Firefighters, residents that drop what they are doing within seconds of a call for service, leave their employment, homes, families or activities, drive to the fire hall only to don protective equipment and depart on a response apparatus. These people go into the unknown all to safeguard our communities. How do we attract people into this unusual profession and how do we motivate them to stay engaged in such a demanding environment?

The County has implemented the following:

- Increased wages per hour for calls and training
- Paid certified training such as NFPA 1001 Firefighter
- \$6,000.00 annual tax credit through the Canadian Revenue Agency
- Opportunity to deploy to large-scale emergencies for high pay rates
- Increased branding and morale merchandise for firefighters
- Support for the "Junior Firefighter" program for youth
- Provide Lakeland College fire students real-world experience
- Access to mental health resources including counselling and supports
- Participation in community events, parades and fundraisers
- Recognition by the Government via the Medal Awarding initiative
- Insurance & WCB Coverage protection for on-duty County Firefighters

How we recruit:

- Active Social & Traditional Media presence (Facebook & Newsprint)
- QR Code promotional stickers in high traffic areas directing people to the County website to join
- Promotional & Community Events such as Open Houses and functions
- Word of Mouth – Our Volunteers are Our best Ambassadors!

WHAT CAN WE DO EXTRA?

Health Spending Account: Implementation of a Health Spending Account may entice volunteers that work in agricultural or home business that don't normally have their own coverage.

Wellness: Promoting fitness could attract younger recruits

Comprehensive Coverage: Providing benefits such as life insurance, prescription insurance and other coverage options.

Pension Contributions: Some departments having an RRSP matching contribution program aimed at promoting retirement savings.

Gas Card: Access to a UFA account for group gas savings when filling up.



COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

HAMLET OF BLACKFOOT – WASTEWATER / SEWER EXTENSION – MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River direct Administration to investigate funding opportunities to support the investment of upgrading the water and sewer lines for a proposed development on Pt. NW-1-50-2W4M, being at the northwest corner of 56 Street and 50 Ave within the Hamlet of Blackfoot.

DETAILS

Background: The new owner of Pt. NW-1-50-2W4M (Civic Address: 5510 – 50 Avenue) within the Hamlet of Blackfoot has cleaned up the property and is proposing the development of a new single-family dwelling.

The lot is serviced by a force main or gravity sewer line connecting to a manhole at the intersection of 56 Street and 52 Avenue. The waterline is currently connected to either the extension from 51 Avenue or 50 Avenue.

The new owner of the property for the proposed development is requesting that the lines be upgraded to allow for proper servicing from 56 Street.

An engineering design has been drafted for review of possible connection to the existing trunk system installed in Phase 2. The costs have been estimated in the range of \$300,000.00 to \$400,000.00. Draft drawings are attached; the revised drawings showing single service have not been provided at the time of this submission. The engineered cost estimate will be submitted along with the revised drawing set.

Discussion: Does the County of Vermilion River want to invest and install municipal water and sewer lines within 56 Street for the proposed and future development. What contribution amount would be paid by the developer for initiating this Capital Improvement.



Relevant Policy/Legislation Practices:

Municipal Government Act

Land Use Bylaw (Bylaw 19-02)

Desired Outcome (s): THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River direct Administration to investigate funding opportunities to support the investment of upgrading the water and sewer lines for a proposed development on Pt. NW-1-50-2W4M, being at the northwest corner of 56 Street and 50 Avenue, within the Hamlet of Blackfoot.

Response Options: THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River direct Administration to investigate funding opportunities to support the investment of upgrading the water and sewer lines for a proposed development on Pt. NW-1-50-2W4M, being at the northwest corner of 56 Street and 50 Avenue, within the Hamlet of Blackfoot.

IMPLICATIONS OF RECOMMENDATION

Organizational: Discussion with Developer on Council direction

Financial: \$300,000.00 to \$400,000.00 from Reserve

Communication Required: Landowner, Council, Administration

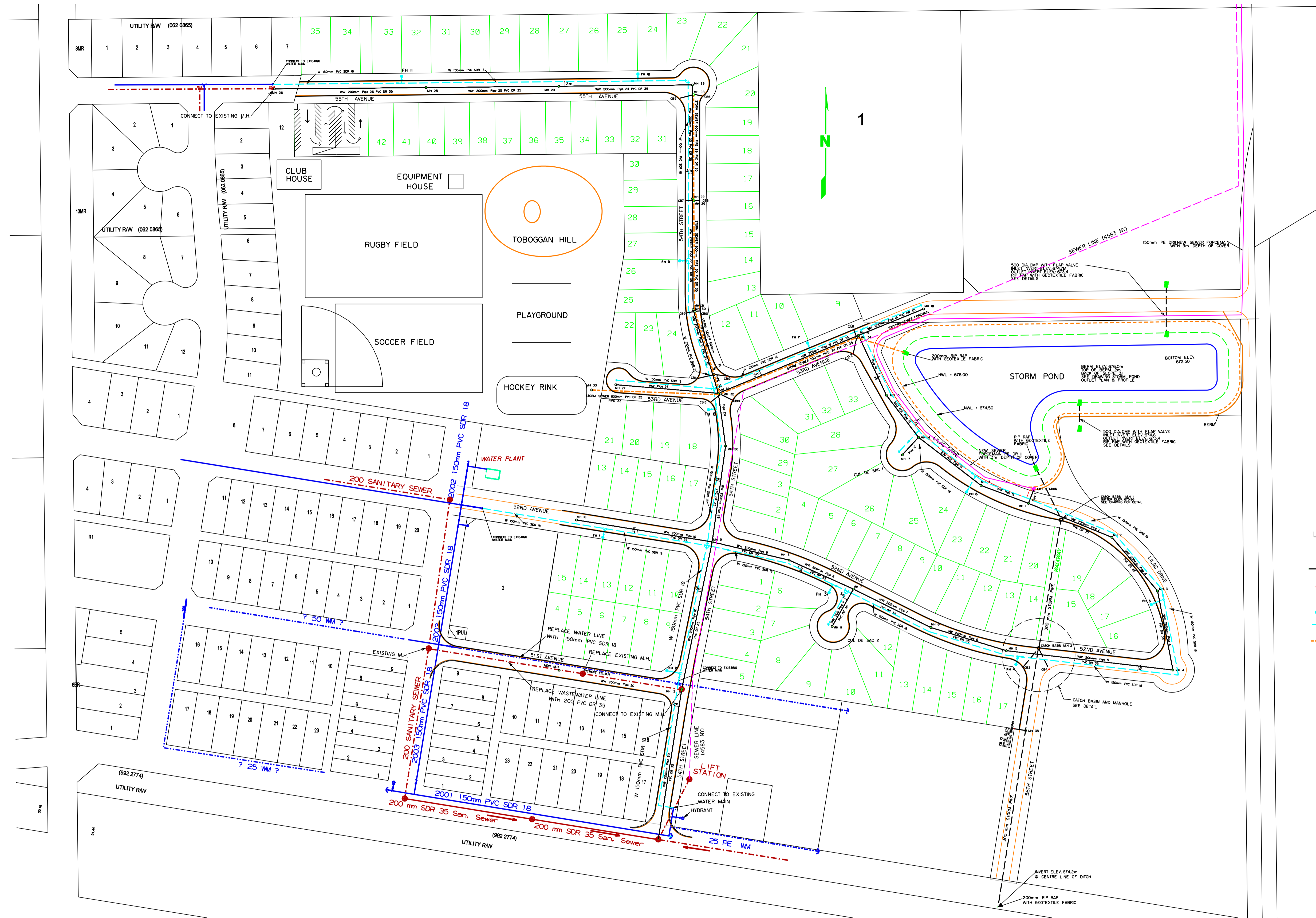
Implementation: Upon Direction of Council

ATTACHMENTS

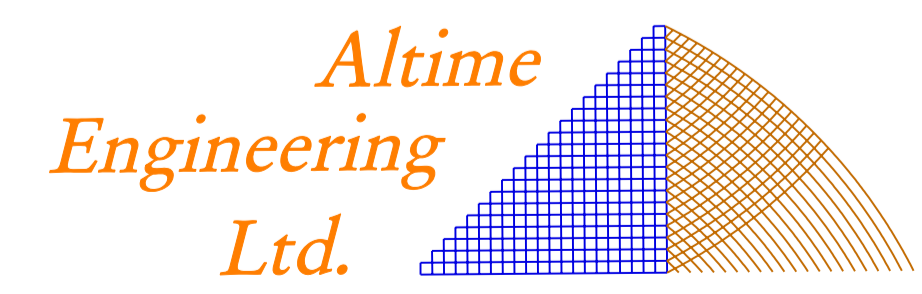
1. 56 Street Underground Drawings

PREPARED BY: Director of Planning & Community Services

DATE: February 10, 2025



- LEGEND:
- MANHOLE
 - WASTEWATER LINE
 - SEWER DRAINAGE DIRECTION
 - ⊕ VALVE
 - FIRE HYDRANT
 - WATER LINE
 - STORM SEWER



#223, 86 MCKENNEY AVE. ST. ALBERT, AB. T8N-2T7
 PHONE (780)458-0013 FAX (780)459-1316

7			
6			
5			
4	APRIL 03, 2008	ADDED STORM WATER SEWER	L.J.R.
3	MAR. 18, 2008	CHANGED 55TH AVE R/W	L.J.R.
2	JAN. 23, 2008	DIMENSION ADDED ON R/W, CURB RETURN. ADDED PLAN & PROFILE FOR CUL DE SAC.	L.J.R.
1	DEC. 12, 2007	ISSUED FOR APPROVAL	L.J.R.
REV	DATE	REVISIONS	BY

PERMIT

PERMIT TO PRACTICE
 ALTIME ENGINEERING LTD.

Signature *S.R. Andriuk*
 Date **DEC. 12, 2007**
 PERMIT NUMBER: P 3479
 The Association of Professional Engineers,
 Geologists and Geophysicists of Alberta

ENGINEER

S.R. Andriuk
 PROFESSIONAL ENGINEER
 A.P.E.T.A.

DATE **DEC. 12, 2007**

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Written dimensions shall take precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job.

The Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing.

**HAMLET OF BLACKFOOT
 SUBDIVISION DEVELOPMENT
 COUNTY OF VERMILION RIVER**

**SANITARY SEWER, STORM SEWER
 & WATER MAIN OVERALL PLANS**

DRAWING	DRAWN	DATE	LOCATION	SCALE	SHEET	CLIENT FILE & DRAWING
	L. J. R.	DEC. 2007	HAMLET OF BLACKFOOT	N.T.S	06	SANITARY SEWER, STORM SEWER & WATERMAIN.DGN

McElhanney Cover D - 2021-12-08
DATE: 2024-11-15 13:51 FILE: X:\311\Projects\3111476301 cov_blackfoot 56 street\07_drawing\01_sheets\1476301-SHT-C-000.dwg

COUNTY OF VERMILION RIVER



CLIENT

ADDRESS / CONTACT INFO.

BOX 59, 505040 HWY 897, KITSCOTY, AB T0B 2P0
PH: 780-846-2244 FAX: 780-846-2716

PROJECT NAME

BLACKFOOT 56 STREET EXTENSION

McELHANNEY PROJECT

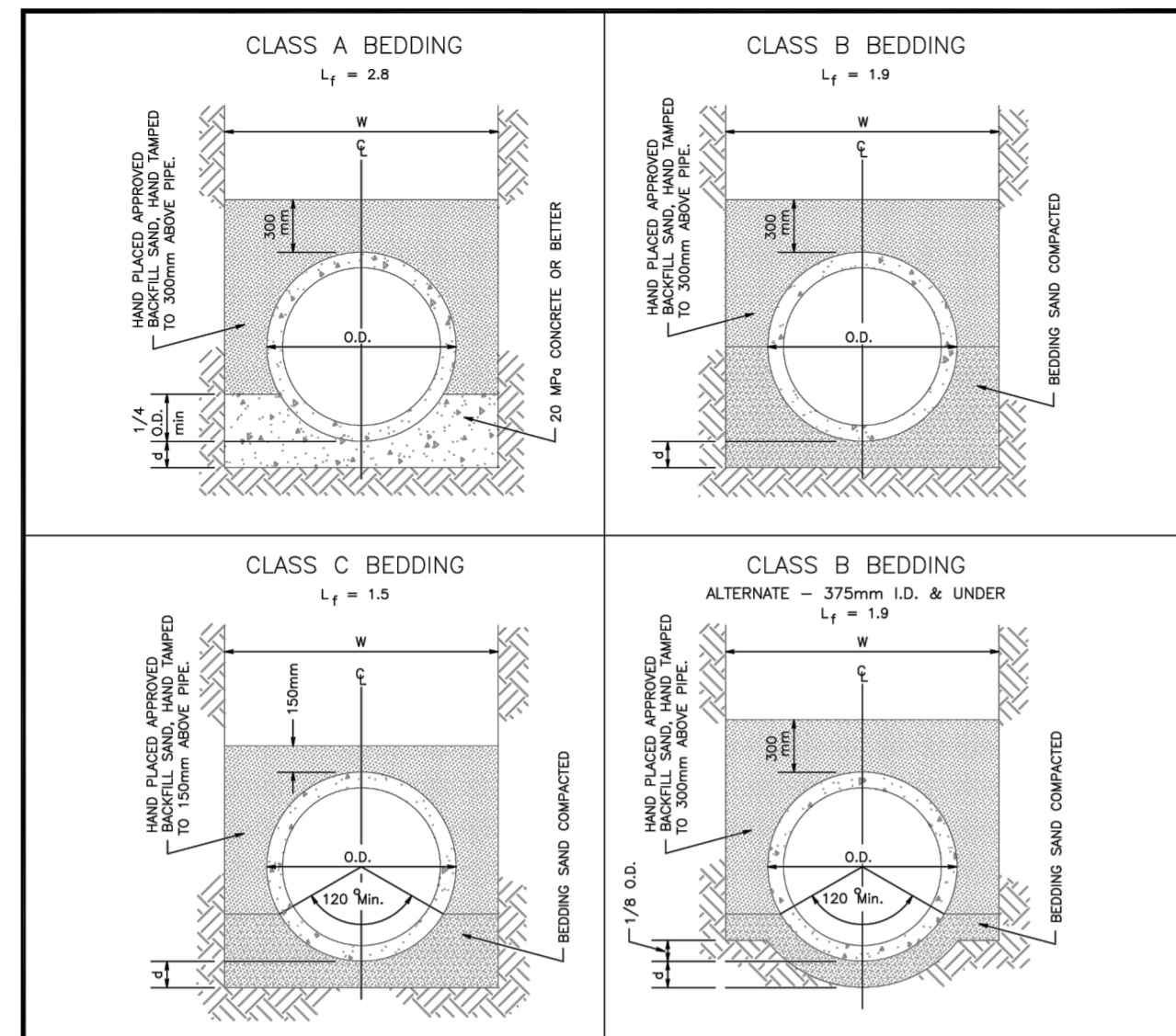
3411-14763-01

STATUS

ISSUED FOR REVIEW



6203 - 43 Street
Lloydminster AB
Canada T9V 2W9
Tel 780 875 8857



NOTES:
 W = TRENCH WIDTH = O.D. + 450mm (MINIMUM) = 1000mm MAX. FOR PIPES UP TO AND INCLUDING 400mm DIAMETER
 = O.D. + 400mm MAX. (ON EITHER SIDE [900mm TOTAL]) FOR PIPE DIAMETERS 450mm AND ABOVE
 O.D. = OUTSIDE PIPE DIAMETER
 I.D. = INSIDE PIPE DIAMETER
 L = LOAD FACTOR
 L = DEPTH OF BEDDING BELOW PIPE
 L.D. = 675mm OR SMALLER - d min = 150mm
 L.D. = 750mm TO 1500mm - d min = 150mm
 L.D. = 1650mm AND LARGER - d min = 150mm

NOTE: all dimensions in millimeters unless noted otherwise

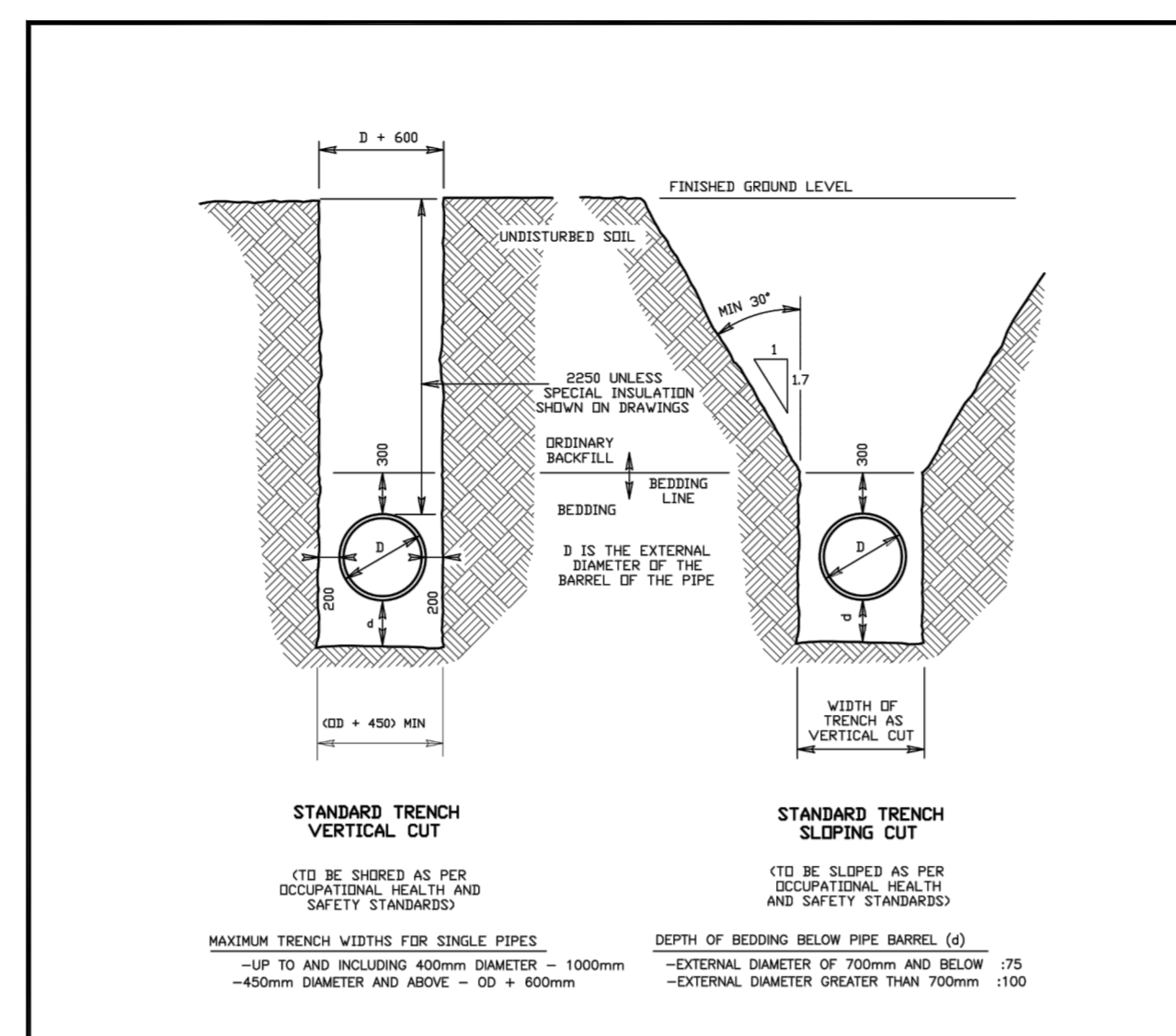
County of VERMILION RIVER General Municipal Servicing Standards

WSP

Rev. _____
 Rev. _____
 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

STANDARD TRENCH BEDDING FOR CIRCULAR PIPES

Approved: _____
 Drawing: D-01



STANDARD TRENCH VERTICAL CUT
 (TO BE SLOPED AS PER OCCUPATIONAL HEALTH AND SAFETY STANDARDS)

STANDARD TRENCH SLOPING CUT
 (TO BE SLOPED AS PER OCCUPATIONAL HEALTH AND SAFETY STANDARDS)

MAXIMUM TRENCH WIDTHS FOR SINGLE PIPES:
 - UP TO AND INCLUDING 400mm DIAMETER = 1000mm
 - 450mm DIAMETER AND ABOVE = O.D. + 600mm

DEPTH OF BEDDING BELOW PIPE BARREL (L):
 - EXTERNAL DIAMETER OF 700mm AND BELOW : 75
 - EXTERNAL DIAMETER GREATER THAN 700mm : 100

ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE NOTED

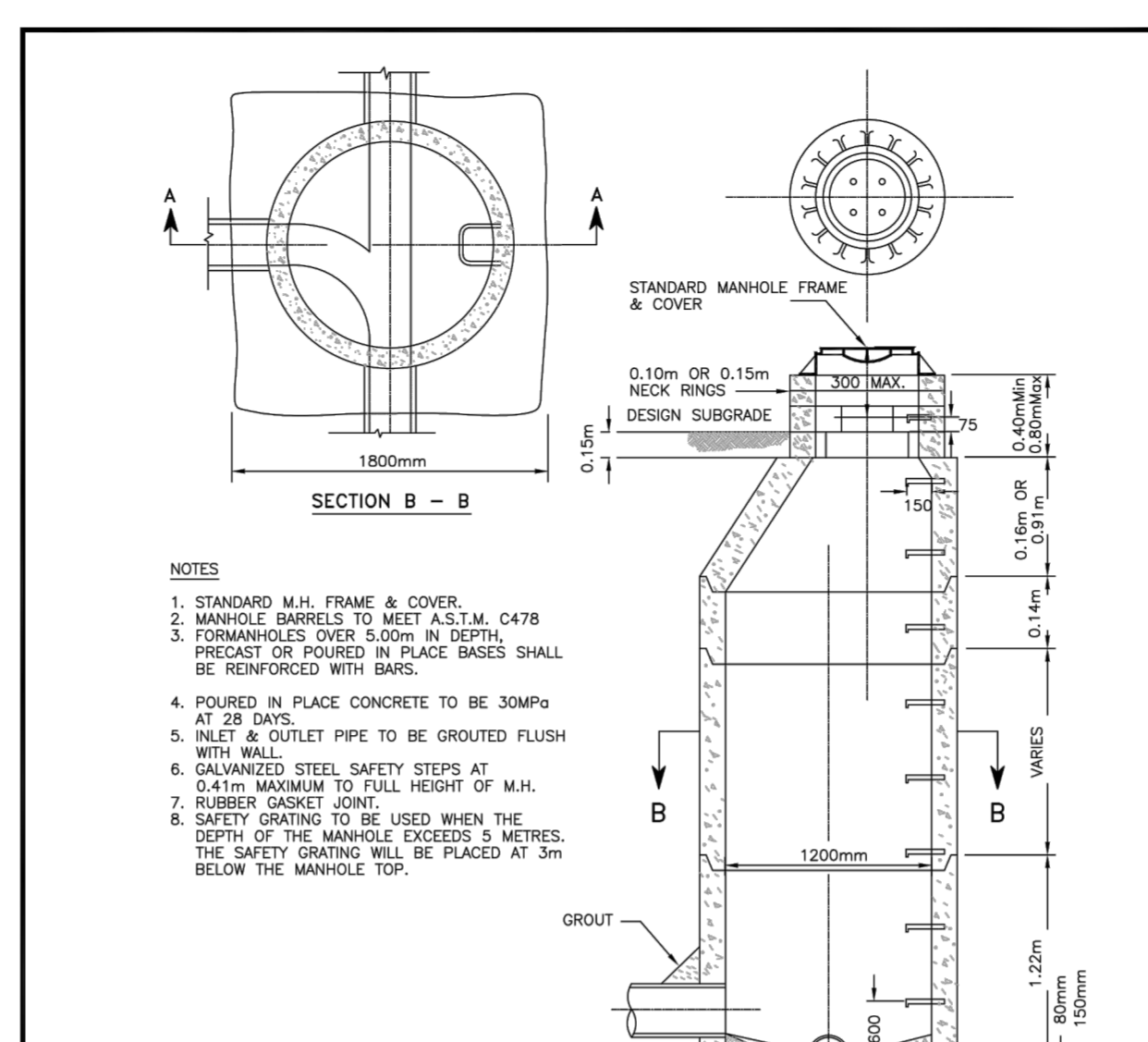
County of VERMILION RIVER General Municipal Servicing Standards

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Rev. _____
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 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

STANDARD TRENCH DIMENSIONS FOR CIRCULAR PIPE

Approved: _____
 Drawing: D-02



NOTES:
 1. STANDARD M.H. FRAME & COVER
 2. MANHOLE BARRELS TO MEET A.S.T.M. C478
 3. FORMANHOLES OVER 5.00m IN DEPTH PRECAST OR POURED IN PLACE BASES SHALL BE REINFORCED WITH BARS.
 4. POURED IN PLACE CONCRETE TO BE 30MPa AT 28 DAYS
 5. INLET & OUTLET PIPE TO BE GROUTED FLUSH WITH WALL
 6. GALVANIZED STEEL SAFETY STEPS AT 0.4m MAXIMUM TO FULL HEIGHT OF M.H. RUBBER GASKET JOINT
 7. SAFETY GRATING TO BE USED WHEN THE DEPTH OF THE MANHOLE EXCEEDS 5 METRES. THE SAFETY GRATING WILL BE PLACED AT 3m BELOW THE MANHOLE TOP.

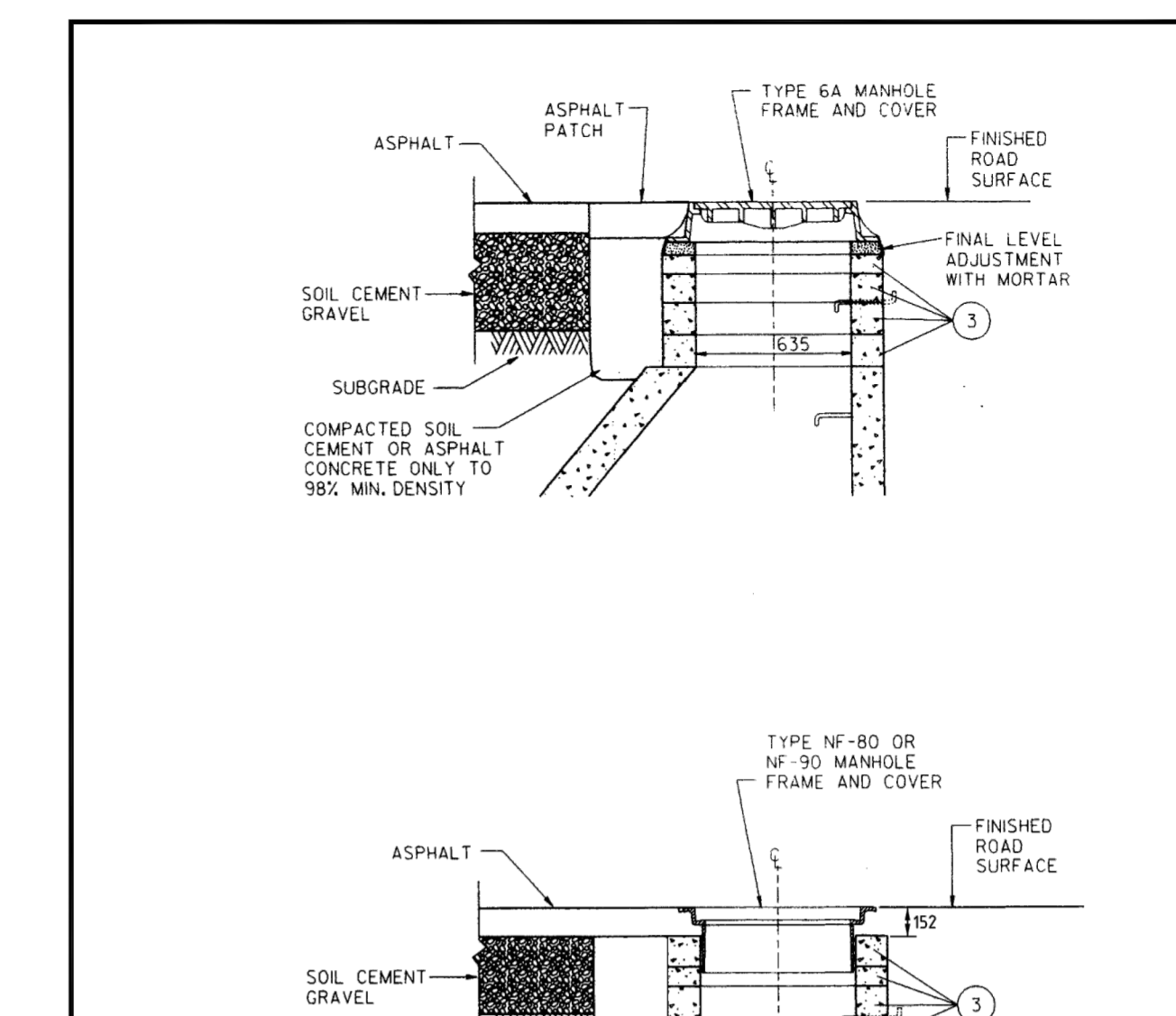
County of VERMILION RIVER General Municipal Servicing Standards

WSP

Rev. _____
 Rev. _____
 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

STANDARD 1200mm MANHOLE

Approved: _____
 Drawing: E-03



NOTES:
 1. STANDARD M.H. FRAME & COVER
 2. MANHOLE BARRELS TO MEET A.S.T.M. C478
 3. FORMANHOLES OVER 5.00m IN DEPTH PRECAST OR POURED IN PLACE BASES SHALL BE REINFORCED WITH BARS.
 4. POURED IN PLACE CONCRETE TO BE 30MPa AT 28 DAYS
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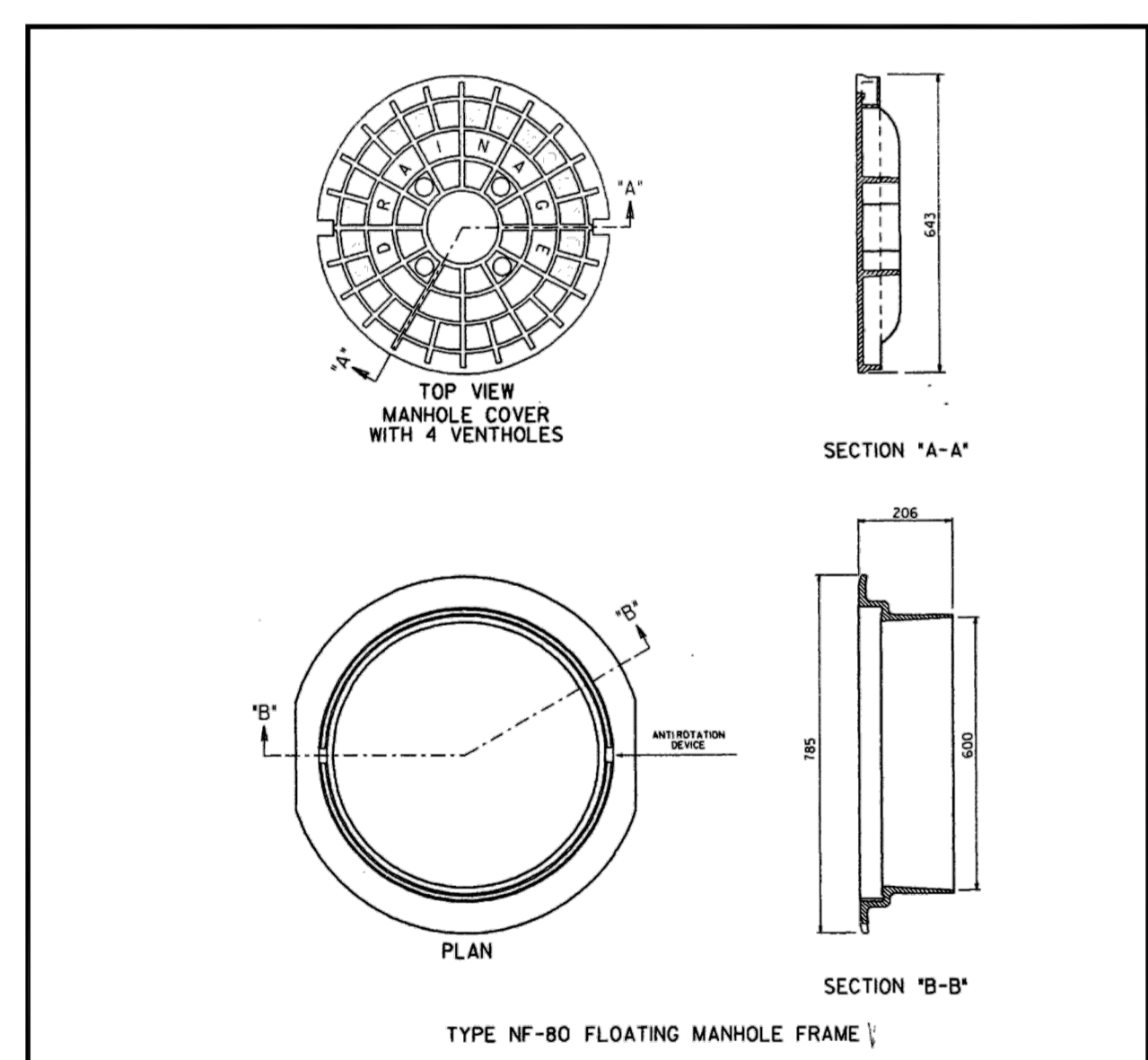
County of VERMILION RIVER General Municipal Servicing Standards

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Rev. _____
 Rev. _____
 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

NECK SECTION DETAILS FOR STANDARD 1200mm MANHOLE

Approved: _____
 Drawing: E-04



NOTES:
 1. MATERIAL SPECIFICATIONS
 DETAIL TO CONFORM TO A.S.T.M. A536 (LATEST EDITION) GRADE 80-60-03
 2. NF-90 FRAME AND COVER IS WATER-TIGHT VARIATION OF NF-80.
 THERE ARE NO VENTING HOLES IN NF-90 COVER AND A GASKET IS PLACED BETWEEN THE FRAME AND COVER

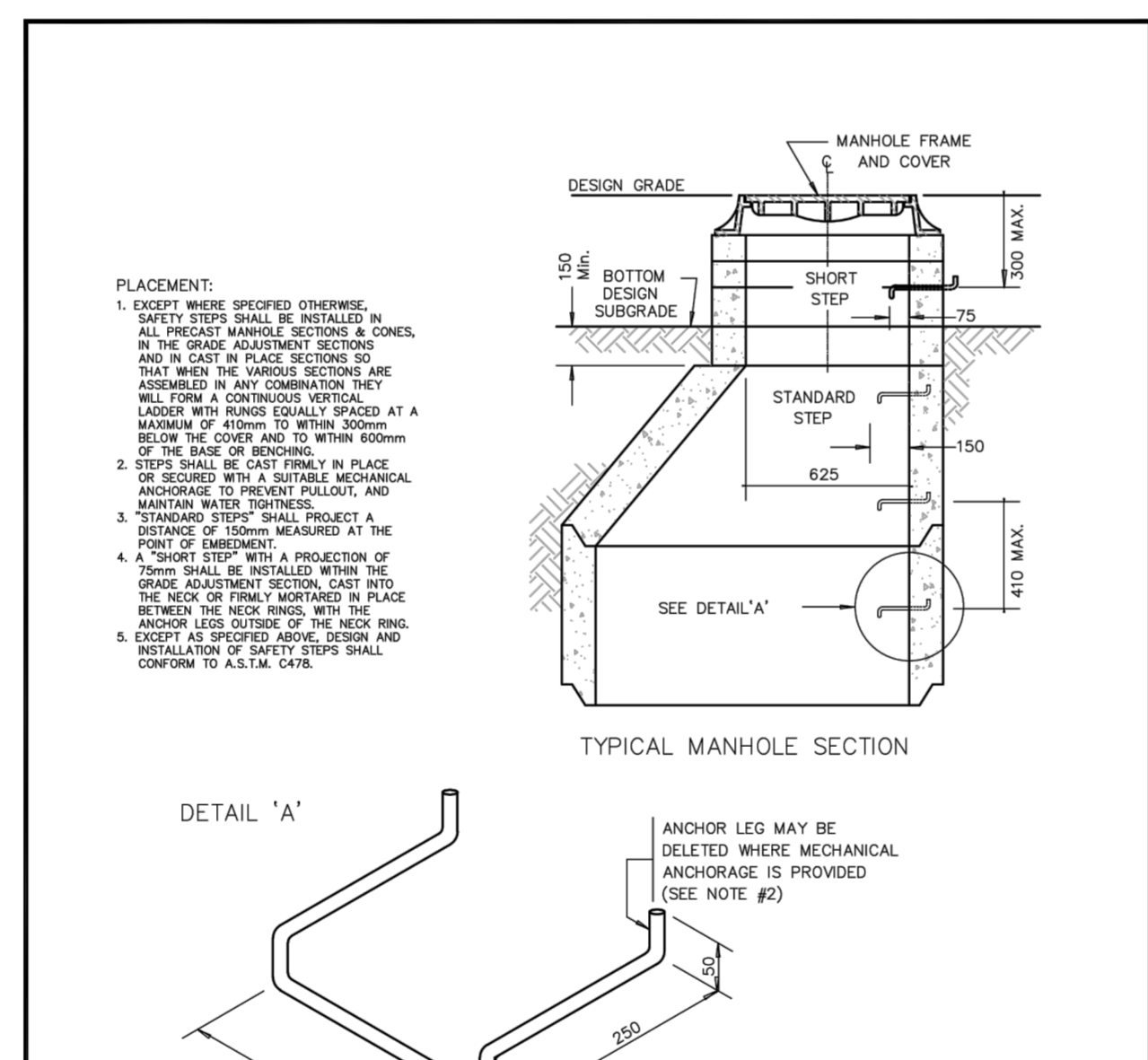
County of VERMILION RIVER General Municipal Servicing Standards

WSP

Rev. _____
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 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

FLOATING MANHOLE FRAME AND COVER TYPE NF-80 AND NF-90

Approved: _____
 Drawing: E-07



PLACEMENT:
 1. EXCEPT WHERE SPECIFIED OTHERWISE, SAFETY STEPS SHALL BE INSTALLED IN ALL PRECAST MANHOLE SECTIONS & CONES, IN THE GRADE ADJUSTMENT SECTIONS AND IN CAST IN PLACE SECTIONS SO THAT WHEN THE VARIOUS SECTIONS ARE ASSEMBLED IN ANY COMBINATION THEY WILL FORM A CONTINUOUS SURFACE. LADDERS WITH RUNGS EQUALLY SPACED AT A MAXIMUM OF 450mm TO WITHIN 500mm OF THE BASE OF BENCHING.
 2. STEPS SHALL BE CAST IN PLACE OR SECURED WITH A SUITABLE MECHANICAL ANCHORAGE TO PREVENT SLIDING AND MAINTAIN WATER TIGHTNESS.
 3. STANDARD STEPS SHALL PROJECT A DISTANCE OF 150mm MEASURED AT THE FRONT OF EMBELEMMENT.
 4. SHORT SLIP WITH A PROJECTION OF 75mm SHALL BE INSTALLED WITHIN THE GRADE ADJUSTMENT SECTION, CAST INTO THE NECK OR FIRMLY MORTARED IN PLACE BETWEEN THE NECK RINGS.
 5. EXCEPT AS SPECIFIED ABOVE, DESIGN AND INSTALLATION OF SAFETY STEPS SHALL CONFORM TO A.S.T.M. C478.

ANCHOR LEG MAY BE DELETED WHERE MECHANICAL ANCHORAGE IS PROVIDED (SEE NOTE #2)

ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE NOTED

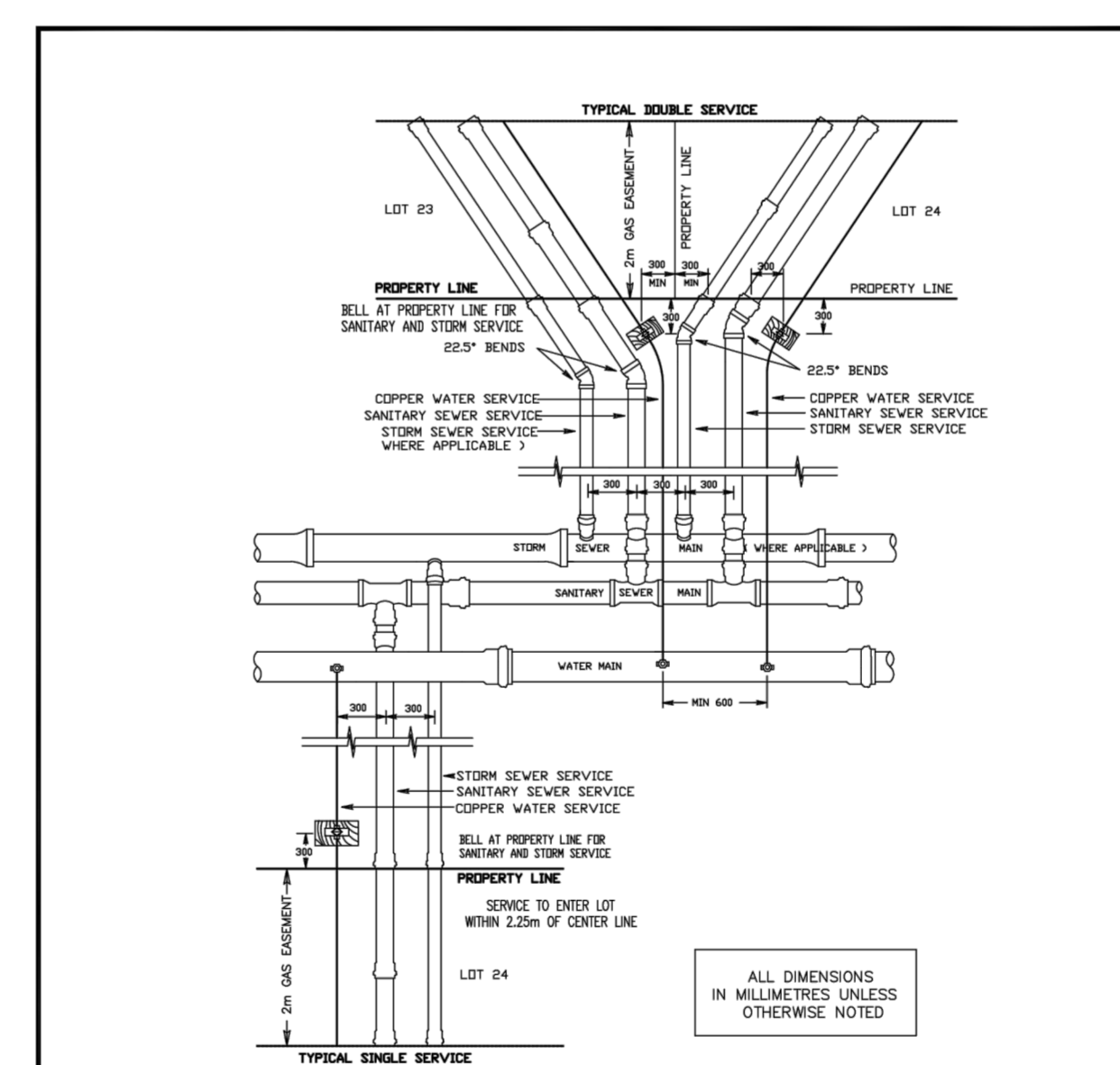
County of VERMILION RIVER General Municipal Servicing Standards

WSP

Rev. _____
 Rev. _____
 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

SAFETY STEPS FOR MANHOLES

Approved: _____
 Drawing: F-16



NOTES:
 1. WATER AND SEWER SERVICES MAY BE EXTENDED TO EDGE OF R.O. ON GAS EASEMENT WITHIN THE EASEMENT.
 2. THE CITY ACCEPTS NO RESPONSIBILITY FOR THE CONSTRUCTION OR MAINTENANCE OF SERVICES INSTALLED WITHIN THE EASEMENT.
 3. MARK ENDS OF SERVICES AT EDGE OF GAS EASEMENT WITH A 50mm X 100mm X 75mm STAKE PROTRUDING ABOVE FINISHED GROUND AND PAINTED BLUE. MARK THE CURB CONTROL VALVE WITH A 50mm X 100mm STAKE PAINTED RED.
 4. THE END OF COPPER WATER SERVICE PIPING SHALL NOT BE DROPPED CLOSED. PERMISSIBLE FILTER CLOTH MAY BE USED TO PREVENT INTRUSION OF DEBRIS AND TO ALLOW TESTING FLOW OF CURRENT.

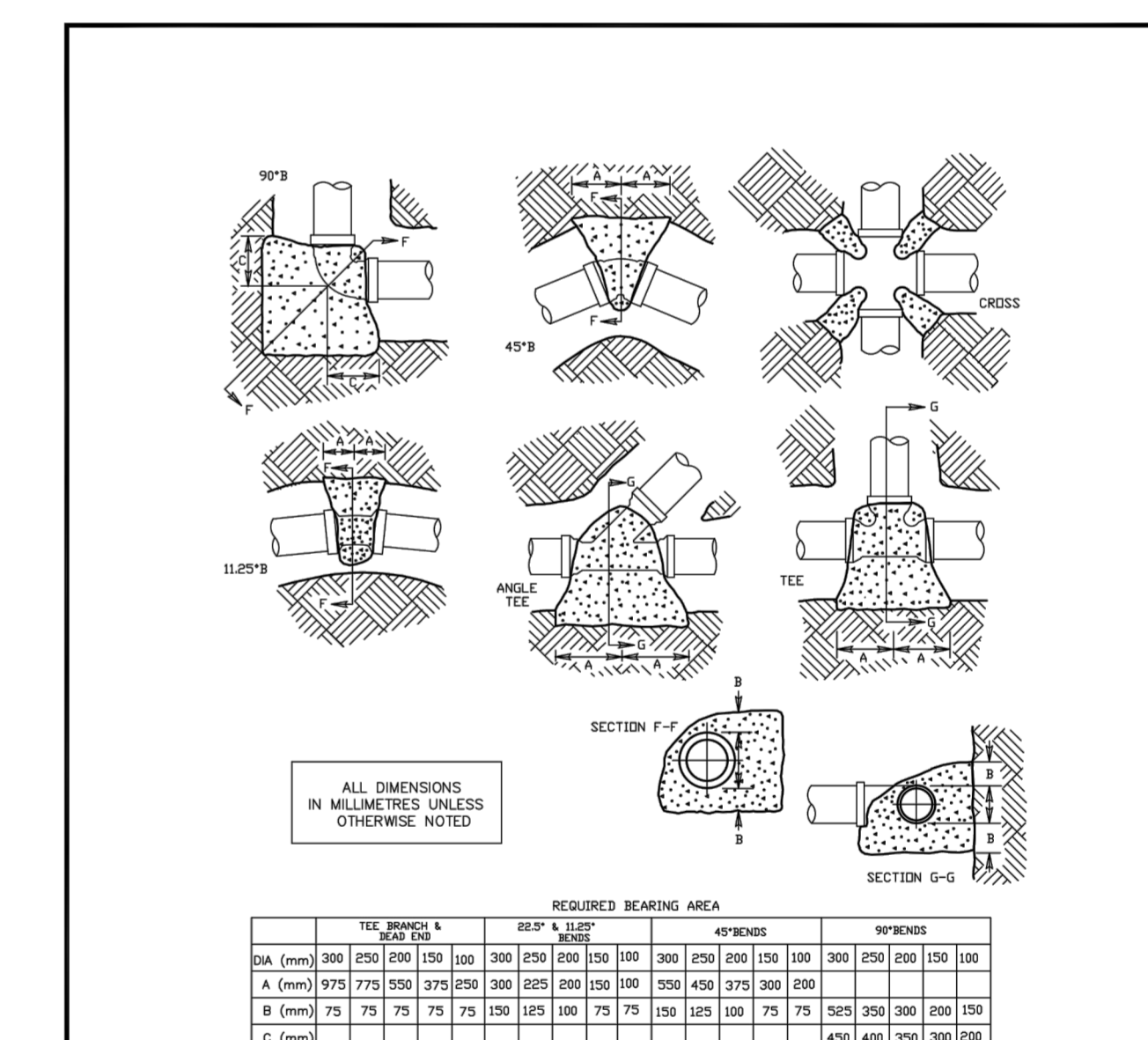
County of VERMILION RIVER General Municipal Servicing Standards

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 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

TYPICAL SERVICES (SINGLE AND DUAL)

Approved: _____
 Drawing: E-09



ALL DIMENSIONS IN MILLIMETRES UNLESS OTHERWISE NOTED

DIA. (mm)	THEY BRANCH & 90° TEE				REQUIRED BEARING AREA				90° BEND				45° BEND			
	150	200	250	300	150	200	250	300	150	200	250	300	150	200	250	300
A (mm)	200	250	300	350	300	350	400	450	300	350	400	450	300	350	400	450
B (mm)	75	75	75	75	75	100	100	100	75	75	100	100	75	75	100	100
C (mm)	180	180	180	180	180	225	225	225	180	180	225	225	180	180	225	225
AREA (m²)	0.0225	0.045	0.0675	0.09	0.0225	0.045	0.0675	0.09	0.0225	0.045	0.0675	0.09	0.0225	0.045	0.0675	0.09

NOTES:
 1. DESIGN BASIS:
 a. HYDRAULIC PRESSURE: 1035kPa (150 psi)
 b. 30% BEARING CAPACITY 720kPa (100 lb/ft²) (MEDIUM SOFT CLAY)
 2. TEMPORARY BLOCKING MUST BE APPROVED BY THE ENGINEER
 3. CONCRETE STRENGTH SHALL BE 30MPa AT 28 DAYS
 4. CONCRETE TO BE CLEAR OF BELLS AND PIPE AND UNDER ALL FITTINGS

County of VERMILION RIVER General Municipal Servicing Standards

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Rev. _____
 Rev. _____
 Rev. _____
 Date: FEBRUARY 2020
 Scale: N.T.S.

HORIZONTAL CONCRETE THRUST BLOCK DETAILS

Approved: _____
 Drawing: D-03

DATE	BY	DESCRIPTION	VP	VP	EV
0	2024-11-26	ISSUED FOR REVIEW	VP	VP	EV
Rev	Date	Description	Drawn	Design	App'd

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ORIGINAL DWG SIZE: ANSI D (22" x 34")

McElhanney

6203 - 43 Street
 Lloydminster AB
 Canada T9V 2W9
 Tel 780 875 8857

Permit

Approved Sealed

DRAFT

THIS DRAWING HAS NOT BEEN APPROVED AND MAY CONTAIN ERRORS AND OMISSIONS.

Drawing No. _____

Project Number 3411-14763-01

Rev. 0

NOTES:

- HYDRANT TO BE SET PLUMB WITH BARREL EXTENSIONS TO SUIT DEPTH OF HYDRANT LEAD. HYDRANT LEAD TO BE SET LEVEL WITH A MIN. OF 3.0m OF COVER ABOVE TOP OF PIPE. EXTENSION TO BE INSTALLED BETWEEN HYDRANT AND TOP OF BARREL.
- ALL THRUST BLOCKING TO BE AGAINST UNDISTURBED TRENCH WALL WITH DRAIN HOLES CLEAR OF CONCRETE.
- VALVE BOX TO BE INSTALLED IN VERTICAL POSITION WITH TOP FLUSH WITH FINISHED GRADE.
- HYDRANT SHALL BE COMPRESSION TYPE AS SPECIFIED.
- ALL CAST IRON VALVES AND FITTINGS SHALL BE CATHODICALLY PROTECTED BY SACRIFICIAL ANODES.
- HYDRANT TO BE SUPPLIED WITH BREAKAWAY FLANGE.
- CONCRETE TO BE 25MPa TYPE HS.

General Municipal Servicing Standards

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Rev.			
Rev.			
Date:	FEBRUARY 2020	Approved:	
Scale:	N.T.S.	Drawing:	D-04

NOMINAL DIAMETER	DIAMETER A	DIAMETER B	HOLE SIZE RECOMMENDED	LENGTH L
MAX.	6.35mm	5.7mm/5.6mm	12.7mm	6.7mm
MIN.				55mm

NOTES:

- OPERATING ROD SHALL BE SUPPLIED AS A SINGLE UNIT COMPRISED OF A SOLID STAINLESS STEEL ROD ATTACHED TO A WELDED STAINLESS STEEL OR MANGANESE BRONZE CLEVIS WITH A STAINLESS STEEL RIVET.
- THE MANUFACTURER'S NAME SHALL BE EMBOSSED ONTO THE CLEVIS.

General Municipal Servicing Standards

wsp

Rev.			
Rev.			
Rev.			
Date:	FEBRUARY 2020	Approved:	
Scale:	N.T.S.	Drawing:	D-07

NOTES:

- VALVE BOX TOPS TO BE SET FLUSH WITH SURFACE IN BOULEVARDS, GREEN SPACES AND CONCRETE SIDEWALKS.

General Municipal Servicing Standards

wsp

Rev.			
Rev.			
Rev.			
Date:	FEBRUARY 2020	Approved:	
Scale:	N.T.S.	Drawing:	D-10

NOTES:

- MIN. DISTANCE FROM ANODE TO PIPE IS 150mm.
- INSTALL ANODE AT APPROX. PIPE DEPTH IN NATIVE SOIL.
- ALL ZINC ANODES ON FITTINGS AND VALVES ARE 2.3kg (5lb).
- ALL ZINC ANODES ON HYDRANTS ARE 5.5kg (12lb).
- ZINC ANODES TO BE EMBEDDED INTO TRENCH WALL TO PROVIDE FOR A MINIMUM OF 50mm OF NATIVE CLAY COMPLETELY SURROUNDING THE ANODE.
- ANODES TO BE AT LEAST 300mm CLEAR OF THRUST BLOCK.

General Municipal Servicing Standards

wsp

Rev.			
Rev.			
Rev.			
Date:	FEBRUARY 2020	Approved:	
Scale:	N.T.S.	Drawing:	D-11

NOTES:

- PIPE CLAMP TO BE ALL BRASS OR APPROVED EQUIVALENT.
- ZINC ANODES TO BE EMBEDDED INTO TRENCH WALL TO PROVIDE FOR A MINIMUM OF 50mm OF NATIVE CLAY COMPACTED COMPLETELY AROUND ANODES.

General Municipal Servicing Standards

wsp

Rev.			
Rev.			
Rev.			
Date:	FEBRUARY 2020	Approved:	
Scale:	N.T.S.	Drawing:	D-08

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ORIGINAL DWG SIZE: ANSI D (22" x 34")

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Tel 780 875 8857

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Drawing No.

Project Number

3411-14763-01

Rev.

0

Permit

Approved Sealed



COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

MINERAL LEASE ON NW-7-50-1W4M – MOTION REQUIRED

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the Petroleum and Natural Gas Lease form, enter into agreement with Capital Land Services Ltd., and that administration first obtain approval from the Minister of Municipal Affairs to enter into a lease for freehold mines and minerals upon or under NW-7-50-1W4M held by the Municipal District of Wellington No. 481, also known as the County of Vermilion River.

DETAILS

Background: The County of Vermilion River (the “County”) acquired a mineral right under the tax recovery process in the 1920s which then was held under the M.D. of Wellington No. 481 until such time when it was amalgamated under what is now the County of Vermilion River.

In 2011 the County entered into a lease agreement with Scott Land and Leasing Ltd. for the mineral access in which Scott Land was working with Petro Capita, who is now defunct. Another company Revitalize Energy Inc. (Revitalize) acquired the rights under receivership at the same time in 2020, a request to put a top lease onto the mineral title was submitted by Capital Land Services Ltd. (Capital Land) to the County.

Revitalize had challenged the lease to Capital Land and the County of Vermilion River’s ability to lease to another company. At the end of this challenge by Revitalize, the company has gone into receivership and has agreed to release the minerals back to the County of Vermilion River free and clear. This allows the County of Vermilion River to enter into an agreement with whom they choose.

As part of the agreement process the County of Vermilion River will be required to submit a request to the Minister to allow clear title of the County of Vermilion River and have freehold rights to the mineral. This will allow for a smoother registration of the agreement with Land Titles.



The County of Vermilion River currently holds thirty-two (32) mineral rights throughout the County of Vermilion River with eight (8) activated for extraction for gas and oil mineral.

Discussion: The outcome has been that Revitalize has released the County of Vermilion River mineral rights and allowed the County of Vermilion River to enter into agreement with Capital Land. The attached agreement has been reviewed with legal and a draft has been provided to Capital Land for review, comments have not been provided back from Capital Land at the time of this submission.

Though these are Freehold Minerals, the Province requires that they verify ownership as per the *Municipal Government Act*.

Relevant Policy/Legislation Practices:

Municipal Government Act

Land Titles Act

Desired Outcome (s): THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the Petroleum and Natural Gas Lease form, enter into agreement with Capital Land Services Ltd. and that Administration first obtain approval from the Minister of Municipal Affairs to enter into a lease for freehold mines and minerals upon or under NW-7-50-1-W4M held by the Municipal District of Wellington No. 481 also known as the County of Vermilion River.

Response Options: THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the Petroleum and Natural Gas Lease form, enter into agreement with Capital Land Services Ltd. and that Administration first obtain approval from the Minister of Municipal Affairs to enter into a lease for freehold mines and minerals upon or under NW-7-50-1-W4M held by the Municipal District of Wellington No. 481 also known as the County of Vermilion River.

IMPLICATIONS OF RECOMMENDATION

Organizational: Request to the Minister for acceptance of the Agreement and completion of Agreement with Capital Land

Financial: Legal Costs, Revenue from Royalty



Communication Required: Council and Administration

Implementation: N/A

Council Goal: #3 and #5

ATTACHMENTS

1. Petroleum and Natural Gas Lease
2. Freehold Mineral Ownership Fact Sheet

PREPARED BY: Director of Planning & Community Services

DATE: February 10, 2025

PETROLEUM AND NATURAL GAS LEASE

91(1)E

THIS INDENTURE made effective on the 1st day of February, A.D. 2025.

BETWEEN: **MUNICIPAL DISTRICT OF WELLINGTON No. 481**
also known as the **COUNTY OF VERMILION RIVER.**, a body corporate

(herein called the "Grantor" or "Lessor")

- and -

CAPITAL LAND SERVICES LTD., a body corporate,

(herein called the "Grantee" or "Lessee")

THE GRANTOR, being the registered owner or entitled to become registered as owner of the leased substances described as follows:

AS TO ALL MINES AND MINERALS EXCEPT COAL WITHIN, UPON OR UNDER:

**MERIDIAN 4 RANGE 1 TOWNSHIP 50 SECTION 7 QUARTER NORTH WEST
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS;**

AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE #225J56

(herein called the "said lands") in consideration of the sum of \$10.00 paid to the Lessor by the Lessee, the receipt of which is hereby acknowledged by the Lessor, and of an additional consideration of:

*******ONE*********XX/00 Dollars (\$1.00)** to be paid within 90 days of the effective date hereof and in consideration of the covenants of the Lessee hereinafter contained, HEREBY GRANTS AND LEASES exclusively unto the Lessee all the leased substances (as hereinafter defined) subject to the royalties hereinafter reserved, within, upon or under the said lands, together with all of the present or future right, title, estate and interest, if any, of the Lessor in and to the leased substances or any of them within, upon or under any lands excepted from the said lands and any roadways, lanes or rights of way adjoining the said lands; together with the exclusive right and privilege to explore for, drill for, operate for, produce, win, take, remove, store, treat and dispose of the leased substances and the right to inject substances into the said lands for the purpose of obtaining, maintaining or increasing production from the said lands, the pooled lands or the unitized lands and to store and recover any such substances injected into the said lands.

TO HAVE AND ENJOY the same for the term of FIVE (5) years (herein called the "primary term") commencing on the effective date hereof and continuing for the earlier of ten (10) additional years or so long thereafter as operations (as hereinafter defined) are conducted upon the said lands, the pooled lands or the unitized lands, with no cessation, in the case of each cessation of operations, of more than 90 consecutive days.

THE LESSOR AND THE LESSEE HEREBY COVENANT AND AGREE AS FOLLOWS:

1. INTERPRETATION

In this lease the following expressions shall have the following meanings:

- (a) "anniversary date" means the date corresponding to the effective date first above written in each year during which this Lease remains in force;
- (b) "commercial production" means the output from a well of such quantity of the leased substances or any of them as, considering the cost of drilling and production operations and price and quality of the leased substances, after a production test of suitable duration and nature in accordance with good oil field practice would commercially and economically warrant the drilling of a like well in the vicinity thereof;
- (c) "force majeure" means any cause beyond the Lessee's reasonable control and, without limitation, includes an act of God, strike, lockout, or other industrial disturbance, act of any public enemy, war, blockade, riot, lightning, fire, storm, flood, explosion, unusually severe weather conditions, government restraints, including road bans, but shall not include lack of finances;
- (d) "lease year" means a period of one year commencing on the effective date first above written or any anniversary date and ending at midnight of the day immediately preceding the next anniversary date;
- (e) "leased substances" means all petroleum, natural gas and related hydrocarbons (except coal), and all materials and substances (except valuable stone), whether liquid, solid or gaseous and whether hydrocarbons or not, produced in association with petroleum, natural gas or related hydrocarbons or found in any water contained in any reservoir;
- (f) "offset well" means any well drilled subsequent to the effective date hereof and producing leased substances from any spacing unit laterally adjoining the said lands, which spacing unit does not include lands owned by the Lessor or, if owned by the Lessor, not under lease to the Lessee;
- (g) "operations" means any of the following:
 - (i) drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing a well or equipment on or in the said lands or injecting substances by means of a well, in search for or in an endeavour to obtain, maintain or increase production of any leased substance from the said lands, the pooled lands or the unitized lands;

- (ii) the production of any leased substance;
 - (iii) the recovery of any injected substance; or
 - (iv) any acts for or incidental to any of the foregoing;
- (h) "pooled lands" means all or any portion of the said lands and such other lands as may have been pooled, which pooling shall not exceed a spacing unit, in accordance with the terms hereof or pursuant to any agreement, or any statute, regulation, order or directive of any government or any governmental agency;
- (i) "rental" shall have the meaning given in paragraph 2;
- (j) "said lands" means all the lands and all zones and formations underlying the lands described above as the "said lands", or such portion or portions thereof as shall not have been surrendered;
- (k) "spacing unit" means the area allocated to a well from time to time on or in the vicinity of the said lands, for the purpose of drilling for or producing, as the case may be, the leased substances or any of them, as defined or prescribed by or under any statute, regulation, order or directive of any government or any governmental agency;
- (l) "suspended well payment" shall have the meaning given in paragraph 3;
- (m) "unitized lands" means all or any portion of the said lands and such other lands as may have been unitized in accordance with the terms hereof or pursuant to any agreement, statute, or any regulation, order or directive of any government or any governmental agency;
- (n) "Unit Agreement" means any agreement for the development or operation of all or any portion of the said lands together with other lands as a single unit without regard to separate ownership and for the allocation of costs and benefits on a basis as defined in the agreement.

2. RENTALS

Lump Sum

The Lessee shall, on or before the date on which the additional consideration provided for above is payable, pay to the Lessor a sum (*herein called the "rental"*) equal to the sum of *******ONE*****XX/00 Dollars (\$1.00).**

3. SUSPENDED WELLS

If, at the expiration of the primary term or at any time or times thereafter, there is any well on the said lands, the pooled lands, or the unitized lands, capable of producing the leased substances or any of them, and all such wells are shut-in or suspended, this Lease shall, nevertheless, continue in force as though operations were being conducted on the said lands, for so long as all the said wells are shut-in or suspended and so long thereafter as operations are conducted upon the said lands, the pooled lands or the unitized lands, with no cessation, in the case of each cessation of operations, of more than 90 consecutive days. If no royalties are otherwise payable hereunder during a lease year after the primary term within which such shut-in period or periods occur and during such lease year no other operations are conducted on the said lands, the pooled lands, or the unitized lands then, the Lessee shall pay to the Lessor an amount equal to *******ONE HUNDRED AND SIXTY*****XX/00 Dollars (\$160.00)** within 90 days after the expiry of such lease year (*herein called the "suspended well payment"*).

4. ROYALTIES

(a) The Lessee shall pay the Lessor a royalty in an amount equal to the current market value at the wellhead as and when produced of **FIFTEEN PERCENT (15%)** of all the leased substances produced, saved and sold, or used by the Lessee for a purpose other than that described in subclause (b) hereof, from the said lands; provided that in computing the current market value at the wellhead of all the leased substances produced, saved and sold, or used by the Lessee for a purpose other than that described in subclause (b) hereof, the Lessee may deduct any reasonable expense incurred by the Lessee (including a reasonable rate of return on investment) for separating, treating, processing, compressing and transporting the leased substances to the point of sale beyond the wellhead or, if the leased substances are not sold by the Lessee in an arm's length transaction, to the first point where the leased substances are used by the Lessee for a purpose other than that described in subclause (b) hereof; provided further, however, that the royalty payable to the Lessor hereunder shall not be less than **ONE HUNDRED (100%)** of the royalty that would have been payable to the Lessor if no such expenses had been incurred by the Lessee. In no event shall the current market value be deemed to be in excess of the value actually received by the Lessee pursuant to a bona fide, arm's length sale or transaction. The royalty as determined under this clause shall be payable on or before the 15th day of the second month following the month in which the leased substances, with respect to which the royalty is payable, were produced, saved and sold, or used by the Lessee for a purpose other than that described in subclause (b). No royalty shall be payable to the Lessor with respect to any substance injected into and recovered from the said lands, other than leased substances originally produced from the said lands for which a royalty has not been paid or payable.

(b) Notwithstanding anything to the contrary herein contained or implied, the Lessee shall be entitled to use such part of the production of leased substances from the said lands as reasonably may be required and used by the Lessee in its operations hereunder on the said lands, the pooled lands or the unitized lands and the Lessor shall not be entitled to any royalty with respect to leased substances so used.

(c) The Lessor agrees that the royalty reserved and payable hereunder in respect of the leased substances shall be inclusive of any prior disposition of any royalty or other interest in the leased substances, and agrees to make all payments required by any such disposition out of the royalty received hereunder and to indemnify and save the Lessee harmless from its failure to do so; provided, however, that the Lessee may elect by notice in writing to the Lessor to make such payments on behalf of the Lessor and shall have the right to deduct any such payments made from the royalty, rental and suspended well payments otherwise payable to the Lessor.

(d) The Lessee shall make available to the Lessor during normal business hours at the Lessee's address for notice, the Lessee's records relating to the leased substances produced from or allocated to the said lands.

5. LESSOR INTEREST

If the Lessor's interest in the leased substances is less than the entire and undivided fee simple estate, the royalties, rentals and suspended well payments herein provided shall be paid to the Lessor only in the proportion which such interest bears to the entire and undivided fee.

6. TAXES PAYABLE BY THE LESSOR

The Lessor shall promptly pay all taxes, rates and assessments that may be assessed or levied, directly or indirectly, against the Lessor by reason of the Lessor's interest in production of leased substances obtained from the said lands, or the Lessor's ownership of the leased substances.

7. TAXES PAYABLE BY THE LESSEE

The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of the operations of the Lessee on, in, over or under the said lands, and shall further pay all taxes, rates and assessments that may be assessed or levied directly or indirectly against the Lessee by reason of the Lessee's interest in production of leased substances from the said lands. The Lessee shall on the written request of the Lessor, accompanied by such tax receipts, statements or tax notices as the Lessee may require, reimburse the Lessor for **EIGHTY FIVE (85%)** of any taxes assessed or imposed on the Lessor while this Lease remains in force by reason of the Lessor being the registered owner of the leased substances or being entitled to become such owner; provided that the Lessee shall, at the written request of the Lessor, pay the Lessor's said percentage of said tax and be reimbursed from any sums payable to the Lessor under this Lease.

8. OFFSET WELLS

If commercial production is obtained after the *effective* date of this Lease from an offset well, then unless (i) a well has been or is being drilled on the spacing unit of the said lands laterally adjoining the spacing unit of the offset well and into the zone or formation from which commercial production is being obtained from the offset well, or (ii) all or part of the spacing unit of the said lands laterally adjoining the spacing unit of the offset well has been pooled or included in a unit in which the pooled or unitized substances include production from the same zone or formation from which production is being obtained from the offset well, the Lessee shall within 6 months from the later of the date of the offset well being placed on commercial production or, if information with respect to the amount of production from the offset well is restricted pursuant to any statute, regulation, order or directive of any government or governmental agency and such information is unknown to the Lessee, until one month after such information is made public:

(a) commence or cause to be commenced operations for the drilling of a well on the spacing unit of that portion of the said lands which comprises or is included in the spacing unit laterally adjoining the spacing unit of the offset well and thereafter drill, or cause to be drilled the same to the zone or formation from which production is being obtained from the offset well;

(b) pool or unitize that portion of the said lands which comprises or is included in the spacing unit laterally adjoining the spacing unit of the offset well, such pooling or unitization to include production from the same zone or formation from which the offset well is being produced;

(c) surrender all or any portion of the said lands pursuant to the provisions hereof, provided that the surrender shall include but may be limited to the zone or formation from which production is being obtained from the offset well underlying that portion of the said lands which comprises or is included in the spacing unit laterally adjoining the spacing unit of the offset well; or

(d) pay to the Lessor at such times as royalty would be payable pursuant to the provisions of this Lease, until the provisions of paragraphs (a), (b) or (c) of this clause are met, a royalty which shall be proportionately equivalent on an acreage basis to such royalty as would have been payable to the Lessor if the leased substances produced from the offset well were actually being produced from a well on the said lands which commenced production on the last day of the said 6-month period; provided however, that should any spacing unit of the said lands laterally adjoin more than one spacing unit upon which is located an offset well from which commercial production is being obtained, the royalty which the Lessee may elect to pay to the Lessor pursuant to this subclause shall be calculated on the average of the production from the said offset wells, such average to be calculated by dividing the total production from all of the said offset wells by the number of all the said offset wells.

Notwithstanding anything herein contained, the obligations imposed by this clause shall be deemed not to have arisen if (a) the offset well shall cease to be capable of or ceases commercial production during the said 6-month period, or (b) the offset well is productive primarily or only of natural gas and the Lessee has not previously arranged an adequate and commercial market for the natural gas which might be produced from any well to be drilled pursuant to this clause.

9. POOLING AND UNITIZATION

(a) The Lessee is hereby given the right and power at any time and from time to time during and after the primary term to pool the said lands, or any portion thereof, or any zone or formation underlying the said lands or any portion thereof, or any of the leased substances therein, with any other lands or any zone or formation underlying such other lands or any portion thereof, or any of the leased substances therein, but so that the other lands or any zone or formation thereof, together with the said lands or any zone or formation thereof, shall not exceed one spacing unit. The Lessee shall thereafter give written notice to the Lessor describing the extent to which the said lands are being pooled and describing the spacing unit with respect to which they are so pooled. In the event of pooling there shall be allocated to that portion of the said lands included in the spacing unit that proportion of the total production of the leased substances from the spacing unit, after deducting any leased substances used in operations on the pooled lands, which the surface area of that portion of the said lands placed in the spacing unit bears to the total surface area of the lands in the spacing unit. The production so allocated shall be considered for all purposes, including the payment of royalty, to be the entire production of the leased substances from the portion of the said lands included in the pooling in the same manner as though produced from the said lands under the terms of this Lease.

(b) The Lessee may terminate any pooling pursuant to subclause (a) of this clause and thereafter shall give written notice to the Lessor.

(c) If the spacing unit pooled under this clause is varied or terminated by any statute, regulation, order or directive of any government or governmental agency, or if the pooling is terminated or invalidated by reason of the termination or expiration of a lease covering any lands, other than the said lands, within the spacing unit, or any other cause beyond the Lessee's reasonable control, and this Lease would otherwise terminate as a result of such variation or termination of the spacing unit or such termination or invalidation of the pooling, this Lease shall

nonetheless continue in force for a period of 90 days after the Lessee receives notice that the spacing unit has been varied or terminated or the pooling has been terminated or invalidated and the term of the Lease may be extended further pursuant to other provisions of this Lease, including without limitation the commencement of operations, within the said 90-day period.

(d) The Lessee is hereby given the right and power at any time and from time to time during and after the primary term to include the said lands or any portion thereof or any zone or formation underlying the said lands or any portion thereof, or any of the leased substances therein, in a Unit Agreement for the unitized development or operation thereof with any other lands, or any zone or formation underlying such other lands, or any of the leased substances therein, if such becomes necessary or desirable in the opinion of the Lessee. The Lessee shall thereafter give written notice to the Lessor stating that the said lands are being or have been unitized. The basis and manner of any such unitization, the manner of allocating unitized production among the several tracts of unitized lands, and the contents of any such Unit Agreement shall be in the sole discretion and determination of the Lessee, exercised bona fide, and when so determined shall be binding upon the Lessor.

(e) In the event of unitization, the production of leased substances which are unitized shall be allocated to that portion of the said lands included in the unit in accordance with the terms of the Unit Agreement. The production so allocated shall be considered for all purposes, including the payment of royalty, to be the entire production of the leased substances from the portion of the said lands included in the unit in the same manner as though produced from the said lands under the terms of this Lease. Upon notice from the Lessor, the Lessee shall provide the Lessor with a copy of the Unit Agreement within a reasonable time after the right and power granted hereunder has been exercised. The Lessee shall also have the right and power to withdraw the said lands, or any portion or portions of the said lands or the leased substances, from the Unit Agreement and shall give the Lessor written notice thereof.

(f) Any operations conducted on the pooled lands or the unitized lands, whether conducted before, after or during the exercise of the rights and powers granted under this clause, or the presence of a shut-in or suspended well on the pooled lands or the unitized lands, shall have the same effect in continuing this Lease in force and effect during the term hereby granted or any renewal or extension thereof as if such operations were upon the said lands, or as if said shut-in or suspended well were located on the said lands.

10. CONDUCT OF OPERATIONS

The Lessee shall conduct all operations on the said lands in a diligent, careful and workmanlike manner and in compliance with the provisions of any statutes, regulations, orders or directives of any government or governmental agency applicable to such operations, and where such provisions conflict with the terms of this Lease, such provisions shall prevail.

11. INDEMNIFICATION

The Lessee shall indemnify the Lessor against all actions, suits, claims and demands by any person or persons whomsoever in respect of any loss, injury or damage arising out of or connected with any operations carried out by the Lessee on the said lands, the pooled lands, or the unitized lands unless such loss, injury or damage was caused by the act or omission of the Lessor, its agents, employees or contractors.

12. SURRENDER

(a) Notwithstanding anything herein contained, the Lessee may, at any time or from time to time, by written notice to the Lessor, surrender this Lease as to the whole or any part of the leased substances or the said lands or both of them, and this Lease shall thereupon terminate as to the whole or any part of the leased substances or of the said lands or both of them so surrendered.

(b) Upon the said termination, the Lessee shall be released from all obligations accrued or to accrue respecting the said lands or the leased substances or both of them so surrendered excepting accrued royalty, rentals, suspended well payments, taxes and assessments. Any rentals paid shall not be refunded.

(c) Upon the said termination, suspended well payments and the obligation to pay rental and royalties shall be extinguished or proportionately reduced as the case may be; provided that if the Lessee surrenders all or any part of the said lands by zone or formation the rental hereinbefore specified shall not abate.

13. REMOVAL OF EQUIPMENT

The Lessee shall have at all times during the currency of this Lease and for a period of 6 months after its termination, the right to remove from the said lands all or any of its machinery, equipment, structures, pipelines, casing and materials whether placed upon, within or under the said lands.

14. DEFAULT

(a) If, before or after the expiry of the primary term, the Lessor considers that the Lessee has not complied with any provision or obligation of this Lease, including but not limited to a failure to give notice or to pay in the manner specified any rental, suspended well payments, royalty or other sums for which specific provision is made in this Lease, the Lessor shall notify the Lessee in writing, describing in reasonable detail the alleged breach or breaches. The Lessee shall have 30 days after receipt of such notice to:

(i) remedy or commence to remedy the breach or breaches alleged by the Lessor, and thereafter diligently continue to remedy the same; or

(ii) commence and diligently pursue proceedings for a judicial determination as to whether the alleged acts or omissions constitute a breach or breaches on the part of the Lessee.

(b) The performance of any act by the Lessee intended to remedy all or any of the alleged breaches shall not be deemed an admission by the Lessee that it has failed to perform its obligations hereunder. If the Lessee fails to remedy or commence to remedy a breach or breaches within the 30-day period, or if having so commenced to remedy a breach or breaches thereafter fails to continue diligently to remedy the same, and if proceedings have not been commenced for a judicial determination as aforesaid, this Lease, except for the Lessee's right with respect to the removal of equipment and its obligation to remove any registered document in relation to this Lease, shall thereupon terminate and it shall be lawful for the Lessor to re-enter the said lands and to repossess them. If proceedings for a judicial determination are commenced within the aforesaid period of time, this Lease shall not

terminate until the existence of such breach has been finally judicially determined; nor shall it terminate if the Lessee within 30 days of such final determination has remedied or commenced to remedy the breach or breaches, and having so commenced to remedy the breach or breaches, thereafter diligently continue to remedy the same.

(c) Notwithstanding anything contained in this Lease, this Lease shall not terminate nor be subject to forfeiture or cancellation if there is located on the said lands or on the pooled lands or on the unitized lands a well capable of producing leased substances or any of them, or on which operations are being conducted; and, in that event, the Lessor's remedy for any default under this Lease shall be for damages only.

15. FORCE MAJEURE

(a) If operations are interrupted or suspended or cannot be commenced as a result of force majeure, this Lease shall not terminate during any such period of interruption, suspension or inability to commence caused thereby or for 30 days thereafter.

(b) If the Lessee is unable, in whole or in part, by force majeure to carry out its obligations hereunder, other than any obligation to make payment of any monies due hereunder, then the obligations of the Lessee, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused; and the cause of the force majeure so far as possible shall be remedied with all reasonable dispatch.

(c) Nothing herein shall require the settlement of strikes, lockouts or other labour disturbances except in the sole discretion of the Lessee.

16. QUIET ENJOYMENT

The Lessor covenants and warrants that, subject only to such mortgages and encumbrances contained in the existing Certificate of Title, the Lessor has not disposed of the Lessor's interest in all or any part of the said lands and the leased substances, and has the right and full power to enter into this Lease and to grant and demise the said lands and the leased substances, and that the Lessee, upon observing and performing the covenants and conditions on the Lessee's part to be observed and performed, shall and may peaceably possess and enjoy the same during the primary term of this Lease and any extensions thereof without any interruption or disturbance from or by the Lessor or any person claiming under or through the Lessor.

17. FURTHER ASSURANCES

The Lessor and the Lessee shall each do and perform all such further acts and execute and deliver all such deeds, documents and writings and give all such further assurances as may be reasonably required in order to fully perform and carry out the terms of this Lease.

18. MANNER OF PAYMENT

(a) All payments to the Lessor provided for in this Lease shall, at the Lessee's option, be paid or tendered either to the Lessor or to the depository named in or pursuant to this clause, and all such payments or tenders may be made by cheque or draft of the Lessee either mailed or delivered to the Lessor or to said depository, which cheque or draft shall be payable in Canadian funds. If payment is made by the Lessee to the depository, the Lessor does hereby appoint

the Lessor at that address noted in clause #21(b) below as the sole depository for the receipt of all monies payable under this Lease, and the Lessor agrees that said depository and its successors shall be and continue as its agent for the receipt of any and all sums payable hereunder, regardless of changes of ownership (*whether by assignment, succession or otherwise and whether in whole or in part*) of the said lands or the leased substances or of the consideration payable hereunder, rentals, suspended well payments or royalties to accrue hereunder. Any payment mailed to the Lessor or to the depository shall be deemed to have been paid 4 days (*excluding Saturdays, Sundays and statutory holidays*) after deposit in any mail box or post office.

(b) The Lessor may not cancel the appointment of a depository without designating a successor but may at any time designate a new depository by giving written notice to the Lessee specifying the name and address of such new depository; provided that

- i) only a bank, trust company, credit union, or treasury branch in Canada may be designated as a depository,
- ii) only one depository shall be designated at any one time, regardless of whether or not any monies payable hereunder are, or become, payable to more than one person, and
- iii) the Lessee shall not be required to recognize any new depository until the expiration of 45 days from the receipt by it of the notice in writing, but this shall not prohibit the Lessee from making payment to the new depository prior to the expiration of the 45-day period. All payments or tenders made to such new depository shall be deemed to have been made in accordance with the terms of this Lease.

(c) If any depository shall at any time resign, or fail or refuse to act as the depository hereunder and a new depository is not designated by the Lessor pursuant to the terms of this clause within 10 days from such resignation, failure or refusal to act, then the Lessee at its option may designate a depository hereunder, which depository shall be entitled to charge its usual fees and collect same from the Lessor, and said depository shall be the depository to all intents and purposes as if originally appointed by the Lessor.

(d) Should the Lessor be a non-resident of Canada, the Lessor acknowledges and agrees that the Lessee may deduct income, withholding or other taxes from any payment to the Lessor in compliance or intended compliance with the provisions of the Income Tax Act, tax agreements or treaties or other statutes of Canada or its Provinces as are from time to time enacted and amended, whereupon the timely remittance by the Lessee of the balance of the payment to the Lessor shall be deemed to constitute full performance by the Lessee in respect to such payment.

19. ASSIGNMENT

Each of the parties hereto may delegate, assign, sublet or convey to any other person, firm or corporation all or any of the property, powers, rights and interests obtained by or conferred upon them respectively by this Lease and may enter into all agreements, contracts and writings and do all necessary acts and things to give effect to the provisions of this clause; provided that no assignment by the Lessor shall be binding upon the Lessee,

notwithstanding any actual or constructive notice or knowledge thereof, unless and except when the same be for the entire interest of the Lessor. The Lessee need not act on any assignment until 45 days after the Lessee has been actually furnished with evidence satisfactory to it of such assignment. All payments made within the aforesaid period to the party or parties who would have been entitled to the same in the absence of such assignment shall be deemed to have been made in accordance with the terms of this Lease. The foregoing shall not, however, prohibit the Lessee from acting upon the assignment prior to the expiration of the aforesaid 45-day period and all payments or tenders made in accordance with such assignment shall be deemed to have been made in accordance with the terms of this Lease; provided further that if the Lessee shall assign this Lease as to any part or parts of the said lands, then the rental, suspended well payments and royalties shall be apportioned among the several lease holders rateably according to the surface area of each and should the assignee or assignees of any such part or parts fail to pay the proportionate part of the rental, suspended well payments and royalties payable by him or them, such failure to pay shall not affect this Lease insofar as it relates to and comprises the part or parts of the said lands in respect of which the Lessee or its assignees shall have made due payment.

20. NOTICES

(a) All notices, communications and statements (*herein called "notices"*) required or permitted hereunder shall be in writing. Notices may be served:

i) personally by delivering them to the party on whom they are to be served at that party's address hereinafter given, provided such delivery shall be during normal business hours. Personally served notices shall be deemed received by the addressees when actually delivered as aforesaid; or

ii) by telegraph or telecommunication (*or by any other like method by which a written and recorded message may be sent*) directed to the party on whom they are to be served at that party's address hereinafter given. Notices so served shall be deemed received by the respective addressees thereof (1) when actually received by them if received within the normal working hours of a business day, or (2) at the commencement of the next ensuing business day following transmission thereof, whichever is the earlier; or

iii) by mailing them first class (*air mail if to or from a location outside of Canada*) post, postage prepaid, to the party on whom they are to be served. Notices so served shall be deemed to be received by the addressee at noon, local time, on the earlier of the actual date of receipt or the 4th day (*excluding Saturdays, Sundays or statutory holidays*) following the mailing thereof. No notice shall be effective if mailed during any period in which postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery of the notice.

(b) The address for service of notices shall be as follows:

LESSOR: 4912 50 Ave, Box 69, Kitscoty AB T0B 2P0

LESSEE: 19 Glenbrook Pl, Cochrane AB T4C 1E7

(c) Any party may change its address for service by notice to the other party served as aforesaid.

(d) Nothing herein shall in any way affect the method of the payment of monies as set out in clauses 19 and 20 of this Lease.

21. ENTIRE AGREEMENT

The terms of this Lease constitute the entire agreement between the parties, and no implied covenant or liability of any kind is created or shall arise by reason hereof or anything contained herein. This Lease supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties relating to the subject matter hereof. The parties recognize that the terms of this Lease may be modified or affected by statute, regulation, order, or directive of any government or governmental agency.

22. NO AMENDMENT EXCEPT IN WRITING

No amendment or variation of the terms of this Lease shall be binding on any party unless it is evidenced in writing executed by the parties.

23. TIME OF THE ESSENCE

Time shall be of the essence.

24. ENUREMENT

This Lease shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

25. SEVERABILITY

If any provision hereof becomes illegal or unenforceable, the provision will be deemed to be severed and the Lease shall continue as amended.

IN WITNESS WHEREOF, THE Grantor and the Grantee have executed and delivered this Agreement, the day and year first above written.

**Lessor: MUNICIPAL DISTRICT OF WELLINGTON No. 481
also known as the COUNTY OF VERMILION RIVER**

Per: Harold Northcott, CAO

Lessee: CAPITAL LAND SERVICES LTD.

Per: Brian Davies, President

DRAFT

Execution page Petroleum and Natural Gas Lease between
County of Vermilion River and Capital Land Services Ltd. **January 15, 2025**

Freehold Mineral Ownership

What is freehold mineral ownership?

Freehold (FH) mineral ownership occurs where a private party holds the rights to subsurface mines and minerals. In Alberta, subsurface mines and mineral rights are based on the surface area which they underlie. A specific parcel of freehold mineral rights is referred to as freehold mineral title. “Mines and minerals” generally includes coal, oil, natural gas, oil sands, metals, minerals, gemstones, and other subsurface resources, with exceptions. About 8.4 per cent of Alberta’s mineral rights are owned by freehold owners.

Each freehold title is unique by location. Often, certain minerals are not included in a particular freehold mineral title. For instance, it is rare for gold and silver to be included in freehold mineral title, as those metals are reserved to the Crown. Also, coal may not be included in freehold title acquired from a railway company.

What mines and minerals are included?

To know what mines and minerals are in a particular freehold title, check the Title Certificate, the *Mines and Minerals Act*, and Part 7 of the *Law of Property Act*. For complicated titles, or heavily fragmented titles please consult with independent legal counsel.

What rights does freehold title confer?

Holding freehold title gives the following rights:

- The owner has some rights to develop them and may be able to compel the surface land owner to allow them access to develop them.
- A freehold owner can alienate freehold title, by outright sale
- A freehold owner can also grant rights to develop the mines and minerals by way of lease or licence. This means they allow someone else to produce from the title, usually in exchange for a small sum plus a royalty on what is produced.

Freehold mineral rights may have been obtained by:

- Early settlers (1872-1877)
- Included in the sale of lands from the Canadian Pacific Railway (1880’s)
- Purchased from other freehold owners
- Inherited as part of an estate

More information is available on mineral ownership.

Fragmentation

Inheritance has led to the fragmentation of many freehold mineral rights. This means industry operators with an interest in developing those mineral rights have to contact multiple owners to secure lease rights. This will not only cost an operator additional time and money, but may fail to result in the unanimous agreement the operator requires. This is particularly important to freehold mineral rights owners that intend to will their rights. More details are available in the [Land Titles Act](#).

The registrar may refuse to accept the registration of any instrument transferring, encumbering, charging or otherwise disposing of an undivided fractional interest in a parcel of land containing mines and minerals, or any mineral, and being less than an undivided 1/20 of the whole interest in mines or minerals, or in any mineral contained in that parcel of land.

There are two ways to solve this multiple owner issue:

- Owners can set up a trust with a mineral rights lawyer to handle the freehold mineral rights on behalf of the family. To find a lawyer call the Law Society of Alberta at 1-800-661-9003.
- A pooling agreement can be formed to identify different owners in the separate tracts within what is called a “drilling spacing unit.” A drilling spacing unit is an area of land that an oil or gas well is assumed to drain. A spacing unit for oil in Alberta is typically a quarter-section of land. For natural gas, it is one section. The pooling agreement determines the shares of the costs and revenues associated with drilling and producing a well from that spacing unit. This follows the Oil and Gas Conservation Rules. “No well shall be produced unless there is common ownership throughout the drilling spacing unit.”

The Alberta Energy Regulator, under Section 80 of the *Oil and Gas Conservation Act*, has a process for a company to apply for compulsory pooling. This is an order that allows the company to drill without a lease from the freehold mineral owners. This can occur when:

- the owner fails to negotiate a satisfactory pooling arrangement in a reasonable period of time;
- a tract owner is missing and untraceable; or
- there is a dispute about the ownership of a tract.

Lease Negotiations

Freehold mineral lease agreements for development are negotiated between the owner of the rights and the company wanting to produce from those rights. Usually the freehold mineral owner will be approached by a representative or land agent acting on behalf of the interested company.

The representatives who negotiate with freehold mineral owners are not required to be licensed land agents under the [Land Agents Licensing Act](#). Most land agents, and the companies they represent, use freehold lease agreements developed by the [Canadian Association of Petroleum Landmen](#) (CAPL). Companies have no obligation to use standard CAPL leases and may use other lease forms or make amendments to CAPL leases to suit their needs.

In negotiating a freehold mineral lease agreement, the freehold owner should understand both the terms and conditions in the lease agreement and the technical circumstances surrounding their mineral rights. As with any legal contract, freehold mineral owners should get independent legal and technical advice prior to signing.

The importance of the negotiation process cannot be overemphasized. The provisions of the [Surface Rights Act](#) do not apply to freehold mineral leases. If a freehold owner owns less than the entire spacing unit and refuses to enter into a freehold mineral lease agreement with a company, the company can seek a compulsory pooling order.

Compensation

A freehold owner is typically paid a small amount upon signing, typically around \$10.

A caveat reflecting the lease should be registered on the Certificate of Title at the Land Titles Office by the company that signed the lease.

The company will likely register a caveat on the freehold mineral owner's Certificate of Title to protect its rights under the lease. A caveat should be registered as soon as possible because the priority on the Certificate of Title is given based on the date of registration, not the date of execution or lease date. The caveat registered against the Certificate of Title provides notice to other parties of the company's interest while the lease determines the rights, terms and conditions.

Leases can be transferred from one company to another company throughout their life. The caveat on the Certificate of Title retains whatever priority the previous company had. The new caveat holder must update the information on the Certificate of Title with Alberta Land Titles if the agreement is changed, updated or if the contact information changes. Once the agreement is signed, the company will register a caveat on the Certificate of Title with Alberta Land Titles to confirm it is the only caveat on the Certificate of Title regarding the leased mineral rights. The date of the caveat registration determines the priority—not the lease or execution date—and this is in place for the term of the lease. The caveat registered against the Certificate of Title provides notice to other parties of an operator's interest, while the lease determines the rights, terms and conditions.

Once the caveat has been filed with Alberta Land Titles and it has been confirmed that no conflicting caveats exist on the Certificate of Title, the owner will be paid the “bonus” or “additional consideration,” which is typically significantly larger than the initial amount. An owner may want to clarify with the company when the bonus will be paid, as different versions of the CAPL lease have different provisions.

Once production is established, the owner will receive a royalty based on the royalty rate and the cap on deductions negotiated in the freehold lease agreement.

In recent decades, negotiated royalty rates have varied between 12.5 and 18 per cent. In 2016, the Government of Alberta introduced a 5 per cent royalty to be paid on Crown leases until the payout of the deemed drilling and completion costs of the well. This has impacted the amount freehold owners can negotiate in order to remain competitive with Crown mineral rights.

Leases can be transferred, but the new lessee and caveat holder must update the caveat, along with any other changes on the Certificate of Title with the land titles office.

Freehold Mineral Tax

Almost all freehold mineral lease agreements indicate that the Freehold Mineral Tax is shared between the company (lessee) and the freehold mineral owner (lessor) based on the ratio of the company's working interest and the freehold owner royalty interest.

A freehold owner could become responsible for the tax if the company becomes insolvent prior to paying their agreed share of the tax or if the company refuses to pay. The freehold owner must then pay the outstanding tax or risk having their freehold mineral title cancelled and the rights vested in the Crown. In this circumstance, freehold owners may want to seek independent legal advice.

Terms to Know

Suspension

A well may be formally shut-in or suspended if its operation is not currently economically viable but may become so in the future. This practice is more common with gas wells than oil wells.

Under current Alberta legislation, a company can leave a well suspended indefinitely. During suspension, some contracts allow the company to continue the lease by paying \$1 per acre. Different contracts may contain alternative provisions.

Freehold mineral owners who are negotiating a new lease may try to incorporate a limitation for how long a well might remain suspended before the rights return to the owner. A freehold owner with an existing lease should have legal counsel examine the wording in the suspended or shut-in wells clause in their particular lease.

Offset wells clause

A freehold mineral owner may use the “offset wells clause” in the lease to force the company to take action if a well on an adjacent property produces commercial volumes of oil or gas.

Petroleum and natural gas move about in the subsurface in response to pressure changes.

Production of oil or gas from any well results in a pressure reduction around the subsurface wellbore, causing oil or gas within the productive reservoir to flow toward the producing wellbore. This can result in oil or gas from one tract of mineral rights flowing into a wellbore on another tract of mineral rights. The oil or gas produced from a well has no label indicating from where in the subsurface it originated. This inability to identify the source of produced oil or gas resulted in the early courts developing what is known as the “Rule of Capture.” Under the Rule of Capture, a mineral owner owns whatever oil or gas comes out of a well legally drilled on the land above their mineral rights, no matter where that oil or gas came from in the subsurface, or vice versa.

Offset well obligations are sometimes neglected and freehold mineral owners are advised to periodically monitor their mineral rights for drilling activity on neighbouring lands.

Deeper rights reversion

Newer leases may have a deep rights reversion clause. This allows for petroleum and natural gas rights below the base of the deepest productive zone to be freed from a lease, allowing for development of deeper zones by other parties. The department of Energy’s information letter 1998-14 discusses deeper rights reversion in detail.

In order to alert other potential lessors to the availability of these formations, the caveat on the Certificate of Title should be amended to reflect the deep rights reversion.

Continuation

The length of the primary term of a freehold mineral agreement—typically three years—is negotiated between the freehold mineral owner and the company. It can be continued after the primary term, if the lease has a habendum clause. This provides the operator with the flexibility to continue operating after the primary term, provided it is a producing well. The company can continue a lease after the primary term either through continued operations or

through the shut-in/suspended well clause of the freehold mineral lease.

In order to continue most CAPL leases under the shut-in wells clause, the well has to be capable of meaningful production. Under these CAPL leases, payment under the shut-in wells clause is not enough to continue the lease.

Some non-CAPL leases do not have a shut-in clause which is important because this means they can only be continued past the primary term if production continues.

Language can differ greatly from lease to lease, particularly on pre-CAPL leases, and it is strongly recommended that an owner seek independent legal advice when reviewing, enforcing, or entering into a lease.



MEETING DATE: FEBRUARY 18, 2025

BRIEFING NOTE - TO COUNCIL

SUBJECT

**PLANNING AND COMMUNITY SERVICES 2024 YEAR-END DEPARTMENT REPORT
– FOR INFORMATION**

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee receive the Planning and Community Services 2024 Year-End Department Report as information.

DETAILS

Background: The Planning and Community Services Department has put together a report showing the current Planning and Community Services statistics, and an update on completed and ongoing projects for 2025.

Desired Outcome (s): THAT the County of Vermilion River Policy and Priorities Committee receive the Planning and Community Services 2024 Year-End Department Report as information.

Response Options: THAT the County of Vermilion River Policy and Priorities Committee receive the Planning and Community Services 2024 Year-End Department Report as information.

ATTACHMENTS

1. 2024 Year-End Department Report

PREPARED BY: Director of Planning and Community Services

DATE: February 10, 2025

2024 Year-End

DEPARTMENT REPORT

PLANNING & COMMUNITY SERVICES

planning@county24.com



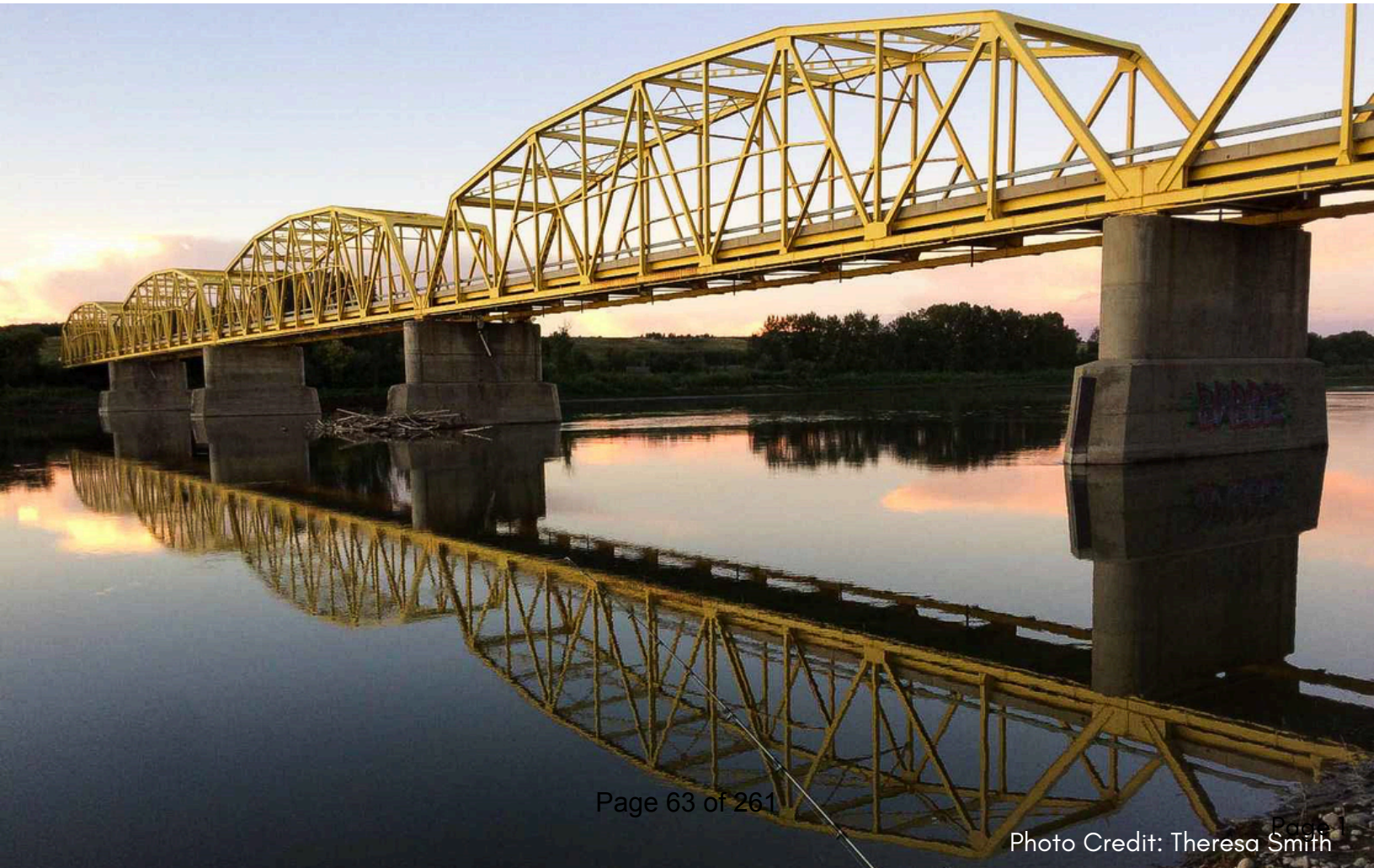
TABLE OF CONTENTS

1	SUMMARY
2	COMMUNICATIONS STATS
6	COMMUNITY SERVICES
11	PERMITS & INSPECTIONS
17	LAND MANAGEMENT
19	PROJECTS

SUMMARY

The Planning & Community Services Department offers a range of tools to support informed planning decisions that improve the quality of life in the County of Vermilion River. We are dedicated to collaborating with our local and regional partners to ensure that public needs are met and lands are developed in compliance with Provincial legislation and statutory plans. Our partnerships provide economic opportunities and social funding for communities within the County of Vermilion River and surrounding areas. Additionally, the Department provides real estate opportunities to pay back debts and facilitate the reconfiguration of lands to meet future needs.

In order for communities to prosper, it is essential that families and individuals have access to both natural and built environments, as well as community support and social interaction tools. By providing support to organizations that encourage resident participation, we can ensure that everyone has a chance to be involved and make a difference.



COMMUNICATIONS STATS

The Communications segment continues to provide important information and resources relevant to the County of Vermilion River to varying audiences.

The Communications Plan continues to shape goals, strategies and actions to maintain communication with key stakeholders.

The end of 2024 brings the conclusion of the County of Vermilion River's 60th Anniversary year. All communication materials including advertisements, email signatures and correspondence will go back to using the County of Vermilion River logo.



COMMUNITY SERVICES



The Community Services division of the Department plays a crucial role in providing the ability to have services delivered in the County that contribute to a sustainable and diversified community. Through support and facilitation of diverse services and programs, we aim to cater to the physical and social requirements of our citizens.

Family and Community Support Services (FCSS)

On October 22, 2024 funding was conditionally approved to the following groups and organizations:

- Blackfoot & District Golden Slippers Association - **\$2,500**
- BTPS Social Emotional Coach Program - **\$53,000**
- Clandonald Friendship Club - **\$3,000**
- Catholic Social Services - **\$13,500**
- Dewberry Community Newsletter - **\$2,500**
- Dewberry & District Agricultural Society - **\$2,000**
- Dewberry Early Childhood Education Society - **\$4,000**
- Dewberry Kids Movement Class - **\$750**
- Dewberry Senior Citizens Society - **\$3,500**
- East Central Alberta Catholic Schools - **\$5,000**
- Focus Society for Support Services - **\$15,000**
- Friends of Vermilion Health Centre Society - **\$2,185**
- Inclusion Lloydminster - **\$2,500**
- Islay Health Centre Auxiliary Society - **\$2,500**
- Kitscoty Community Cabin 4 Kids - **\$5,000**
- Kitscoty Public Library - **\$1,500**
- Kitscoty & District Community & Seniors Association - **\$2,000**
- Kitscoty Rug Rats Playschool - **\$3,000**
- Lloydminster & Area Brain Injury Society - **\$1,500**
- Lloydminster Sexual Assault Services - **\$3,653**
- Marwayne Lil Critters Playschool Society - **\$4,000**
- Paradise Valley & District Senior Citizens - **\$1,500**
- Pioneer Lodge & House - **\$3,000**
- Senior Support Program - **\$27,000**

COMMUNITY SERVICES

Family and Community Support Services (FCSS)

- The Spark Foundation of Lloydminster - **\$2,500**
- Vermilion & Area Brighter Beginnings - **\$53,000**
- Vermilion & District Chamber of Commerce - **\$2,500**
- Vermilion & District Housing Foundation - **\$5,000**
- Vermilion Elementary School - **\$1,100**
- Vermilion is Being Empowered (VIBE) - **\$11,000**
- Vermilion Play Development Program - **\$3,500**
- Walking Through Grief Support - **\$4,000**

Funding will be distributed in February 2025, conditional of organizations returning 2024 FCSS Year-End reports.

There will be changes to how the FCSS programs report on outcomes and key performance measures to demonstrate the impact and value of FCSS in support prevention. Training and transition to support FCSS programs will take place over 2025 so that the new approach can be used in 2026. At this time there have been no other changes communicated to the FCSS funding.

A new tool to understand the impact that FCSS funding has on community was launched by the Family and Community Support Services Association of Alberta. Found at <https://impact.fcssaa.org/overview>, you can explore the impact of FCSS funding for specific municipalities, how many participants benefit from FCSS and more.

COMMUNITY SERVICES

Community Funding

2024 Community Enhancement Funding was approved at the November 19, 2024 Regular Meeting of Council. The funding approvals are as follows:

Operational Funding

- Alcurve Community Recreation Centre - **\$7,000**
- Blackfoot Community Hall - **\$7,000**
- Blackfoot Lions Club - **\$3,000**
- Blackfoot & District Golden Slippers Association - **\$2,600**
- Bowtell Community Association - **\$2,500**
- Buffalo Coulee Community Hall - **\$2,500**
- Clandonald & District Agricultural Society - **\$7,000**
- Clandonald & District Recreation Association - **\$8,000**
- Clandonald Friendship Club - **\$2,600**
- Dewberry Hall Society - **\$8,000**
- Dewberry Chuckwagon Racing Heritage Society - **\$8,000**
- Dewberry & District Agricultural Society - **\$40,000**
- Dewberry & District Senior Citizens Society - **\$2,600**
- Fidelity National Hall - **\$700**
- Golden Valley Community Association - **\$2,500**
- Islay Community Association - **\$7,000**
- Islay Curling Club - **\$9,000**
- Jubilee Park Reunion Hall & Campground - **\$5,500**
- Kitscoty & District Agricultural Society (Arena Board) - **\$40,000**
- Kitscoty & District Agricultural Society (Community Hall) - **\$10,000**
- Kitscoty & District Community & Seniors Association - **\$2,600**
- Kitscoty Golf Club - **\$6,500**
- Kitscoty Community Curling Association - **\$13,500**
- Kitscoty Minor Ball Association - **\$2,800**
- Landonville Community Association - **\$2,500**
- Lea Park Rodeo Association - **\$8,000**
- Lea Park Golf Club - **\$6,500**
- Marwayne Arena Board - **\$40,000**
- Marwayne Minor Ball Association - **\$2,800**
- Marwayne Community Hall - **\$10,000**
- Marwayne Curling Club - **\$13,500**
- Mount Joy Snow Resort - **\$15,000**

COMMUNITY SERVICES

Community Funding

2024 Community Enhancement Funding was approved at the November 19, 2024 Regular Meeting of Council. The funding approvals are as follows:

Operational Funding Continued

- McLaughlin Improvement Association - **\$2,500**
- Paradise Valley & District Agricultural Society - **\$52,100**
- Paradise Valley & District Museum Society - **\$3,400**
- Paradise Valley & District Senior Citizens Center - **\$2,600**
- Paradise Valley Memorial Hall - **\$7,000**
- Rivercourse Recreation Society - **\$4,200**
- Riverton Community Association - **\$700**
- Streamstown Community Club - **\$2,500**
- Tolland Community Center Association - **\$700**
- Tulliby Lake & District Agricultural Society - **\$7,000**

Community Grants

- Dewberry & District Agricultural Society - **\$1,600**
- Dewberry Hall Society - **\$2,000**
- Islay Comfort Fund - **\$750**
- Paradise Valley & District Agricultural Society - **\$2,000**
- Paradise Valley & District Museum Society - **\$1,400**
- Marwayne Agricultural Society - **\$2,000**
- Vermilion Vipers Swim Club - **\$1,000**

COMMUNITY SERVICES

Community Funding

During the December 10, 2024 Regular Meeting of Council, a number of organizations stopped by to pick up the cheque for funding and take a photo with their local Councillor.



Blackfoot Community Hall



Kitscoty Golf Club



Marwayne Ag Society



Paradise Valley Museum Society



Lea Park Rodeo Association



Kitscoty & District Community & Senior Center

COMMUNITY SERVICES

Community Funding

During the December 10, 2024 Regular Meeting of Council, a number of organizations stopped by to pick up the cheque for funding and take a photo with their local Councillor.



Lea Park Campground & Hall



Marwayne Arena



Paradise Valley Memorial Hall



Mount Joy Ski Resort

COMMUNITY SERVICES

Capital Funding

In September, Lea Park Rodeo Association was presented with \$50,000 from the recreation reserve for their facility improvement project.

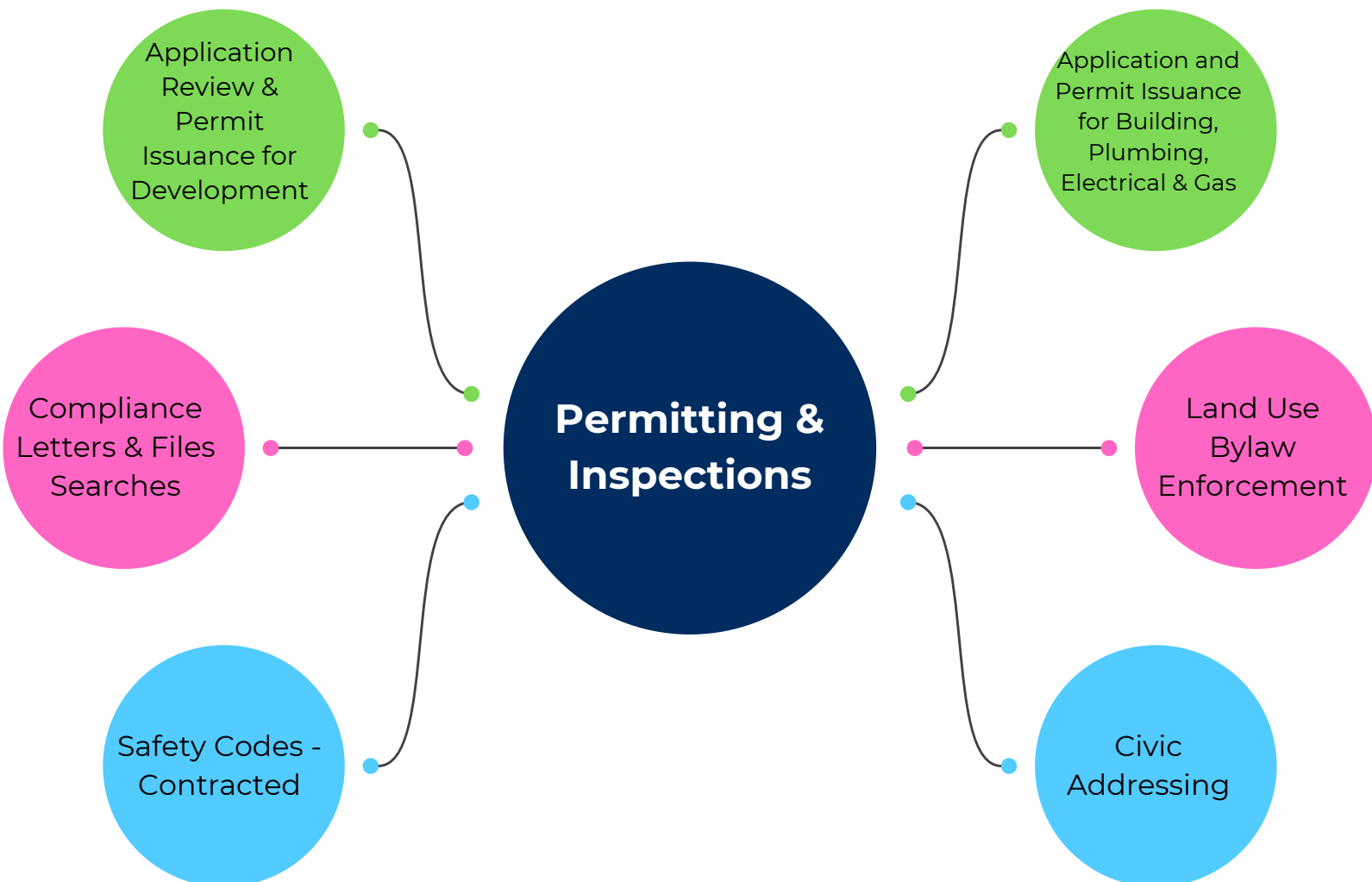
Library Funding

Funding for libraries is distributed through Local Government Fiscal Framework (LGFF). The funding approvals are as follows:

- Vermilion Public Library - **\$14,000**
- Kitscoty Public Library - **\$6,800**
- Marwayne Public Library - **\$6,800**
- Paradise Valley Public Library - **\$2,800**
- Dewberry Public Library - **\$2,800**

PERMITTING & INSPECTIONS

The Department's Permitting & Inspections division is accountable for evaluating all development and Safety Code related matters to ascertain compliance with the County of Vermilion River's bylaws and policies, most notably the Land Use Bylaw and *Safety Codes Act*. The County has outsourced its Safety Code permit issuance and compliance responsibilities to The Inspections Group Inc. and Superior Safety Codes Inc. in accordance with the County's Quality Management Plan (QMP).



PERMIT SUMMARY ISSUED IN 2024 (January to December)

GARAGE / FARM BUILDING

35 Permits Issued in 2024
Total Value: ~\$7,237,000

RESIDENTIAL

14 Permits Issued in 2024
Total Value: ~\$6,285,000

INDUSTRIAL

2 Permits Issued in 2024
Total Value: \$76,954

ADDITION

8 Permits Issued in 2024
Total Value: \$1,235,620

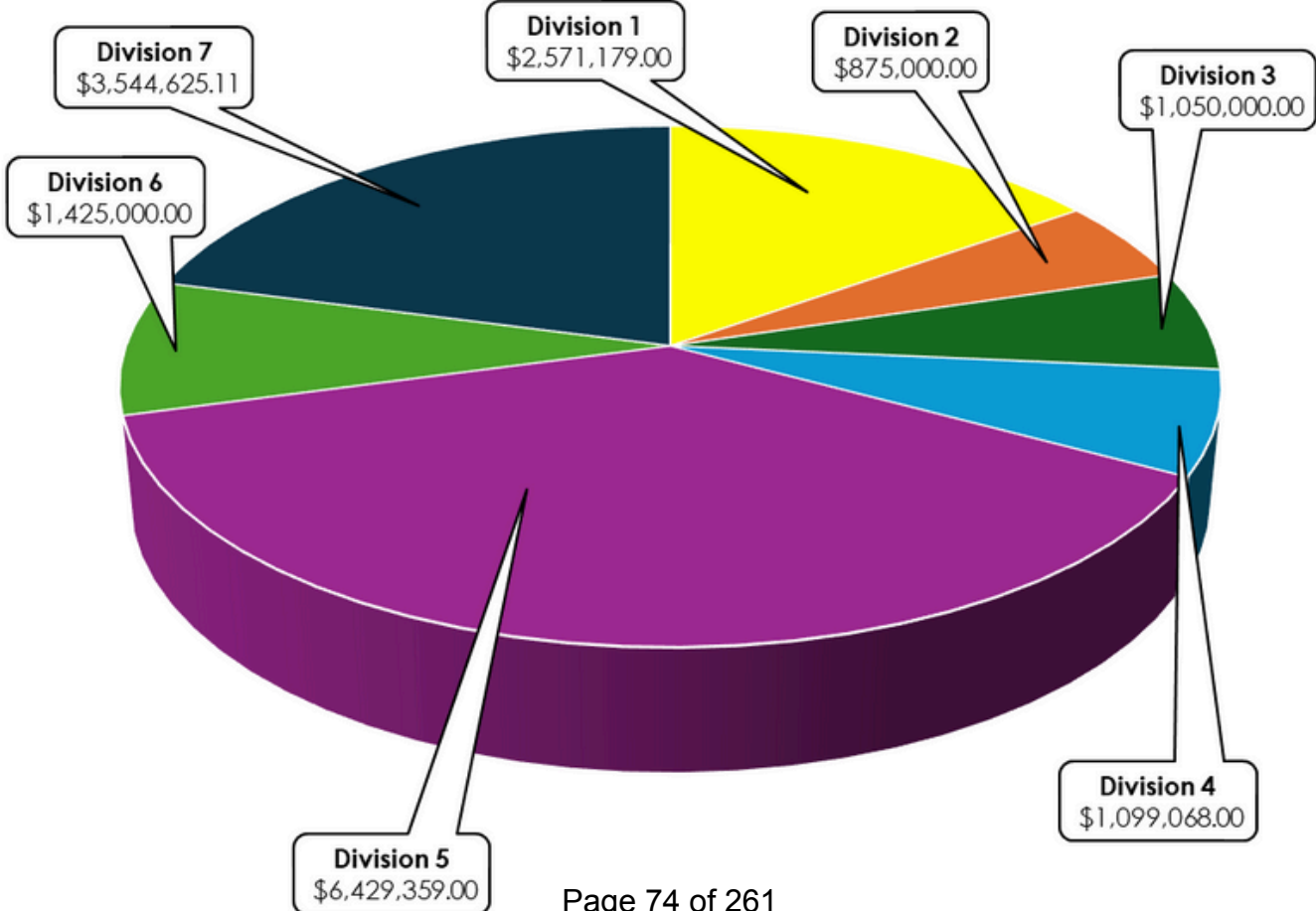
COMMERCIAL

0 Permits Issued in 2024
Total Value: \$0

OTHER

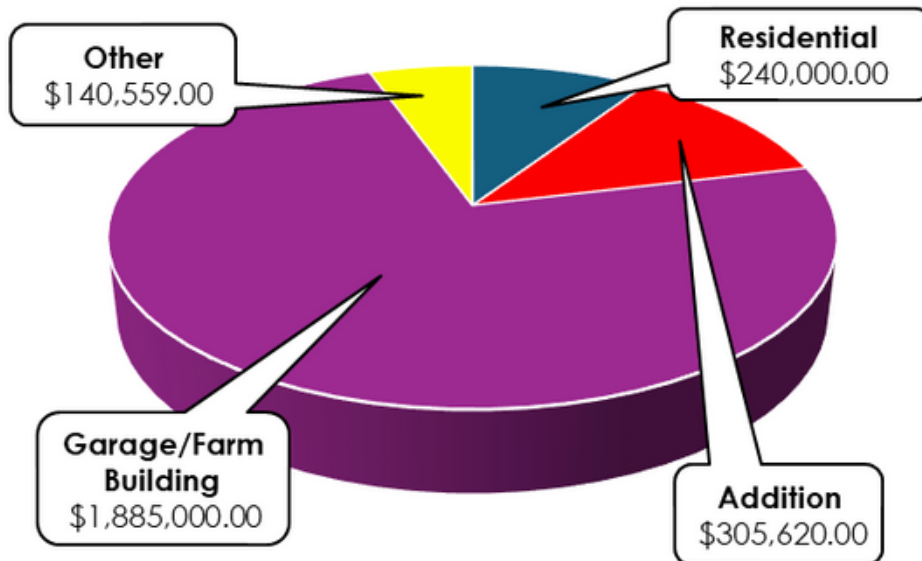
26 Permits Issued in 2024
Total Value: ~\$1,419,657.11

TOTAL VALUE OF PERMITS BY DIVISION - 2024



DIVISION 1: PERMITS BY TYPE

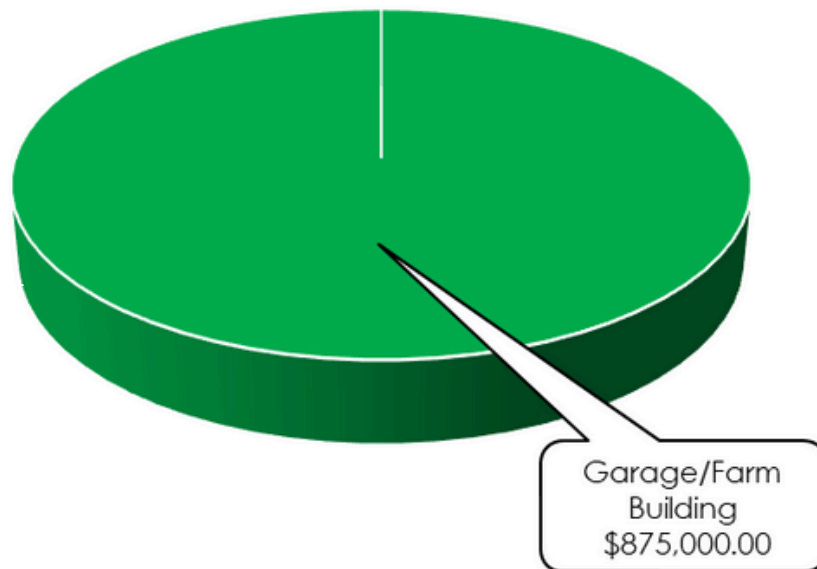
TOTAL VALUE = ~\$2,571,179



2023 - 16 Permits; 2024 - 10 Permits = 37.5% Decrease

DIVISION 2: PERMITS BY TYPE

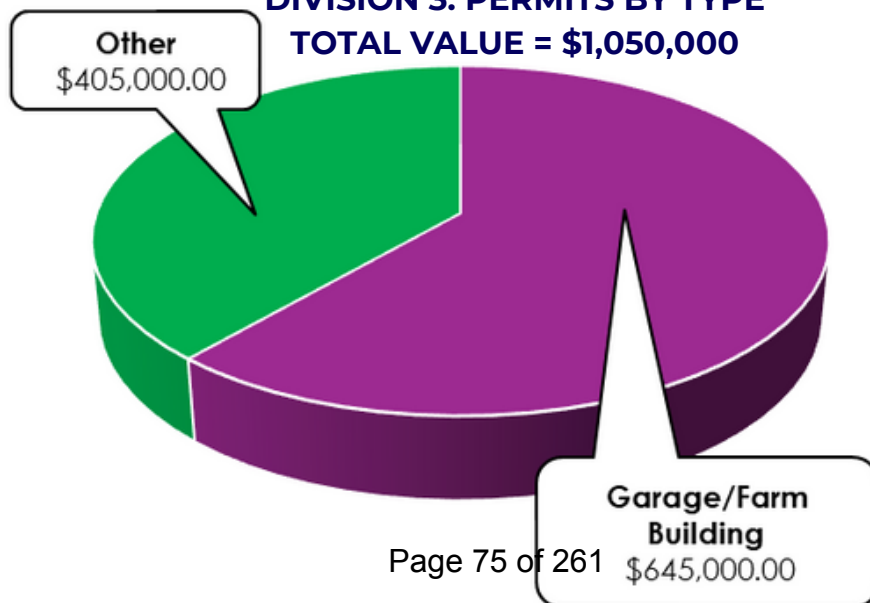
TOTAL VALUE = \$875,000



2023 - 6 Permits; 2024 - 6 Permits = NO CHANGE

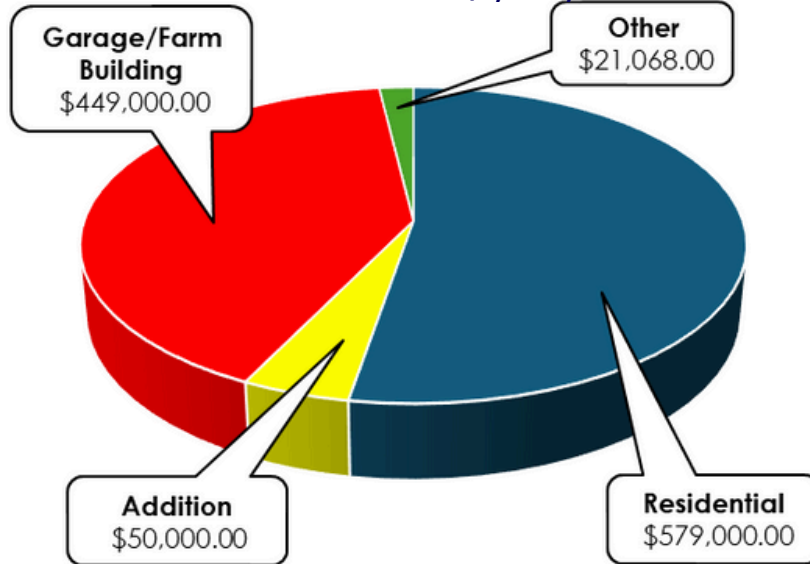
DIVISION 3: PERMITS BY TYPE

TOTAL VALUE = \$1,050,000



DIVISION 4: PERMITS BY TYPE

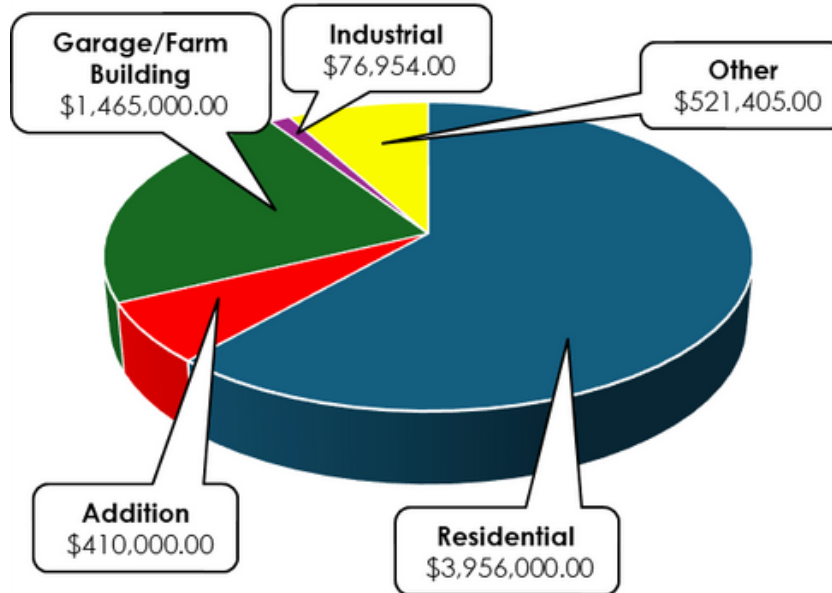
TOTAL VALUE = \$1,099,068



2023 - 11 Permits; 2024 - 9 Permits = 18% Decrease

DIVISION 5: PERMITS BY TYPE

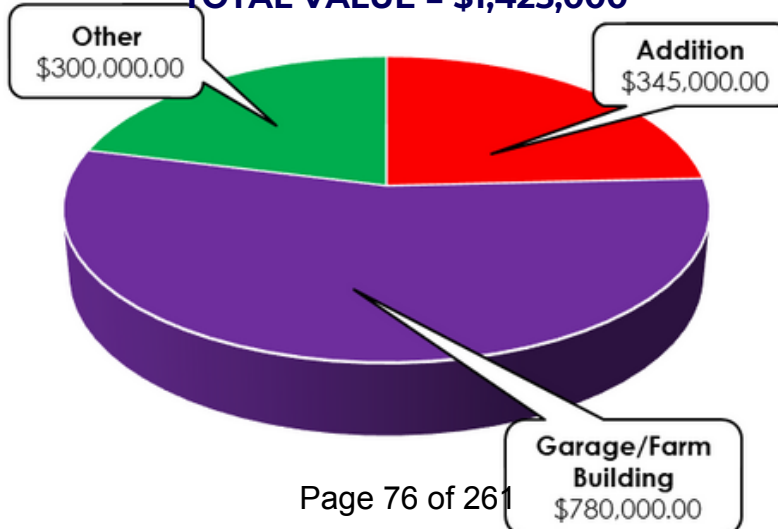
TOTAL VALUE = \$6,429,359



2023 - 23 Permits; 2024 - 32 Permits = 71% Increase

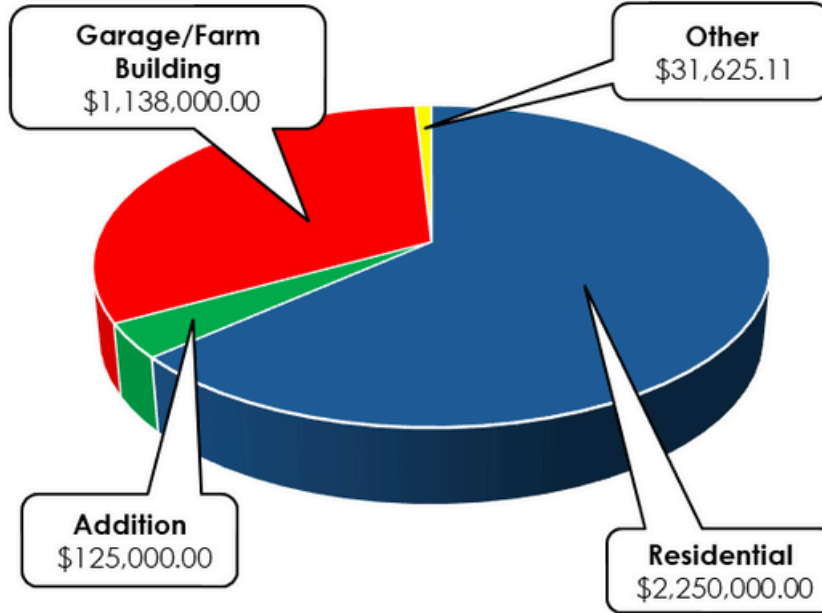
DIVISION 6: PERMITS BY TYPE

TOTAL VALUE = \$1,425,000



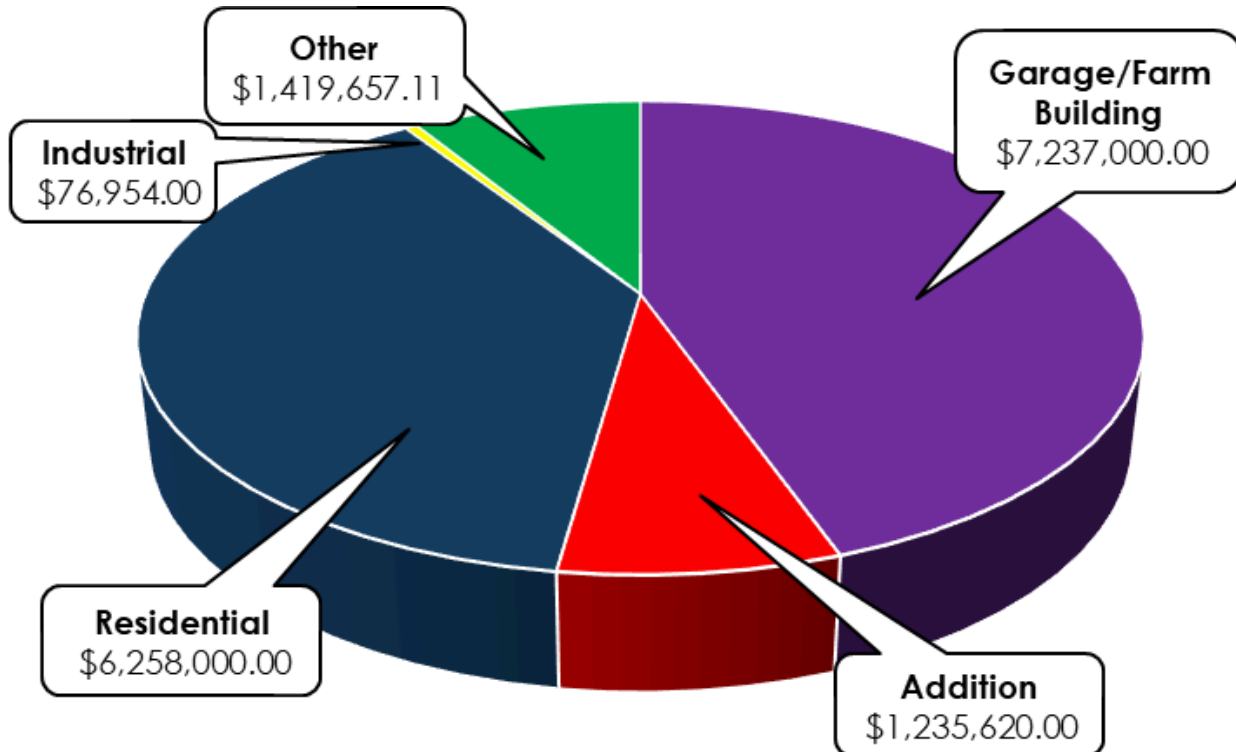
DIVISION 7: PERMITS BY TYPE

TOTAL VALUE = \$3,544,625.11

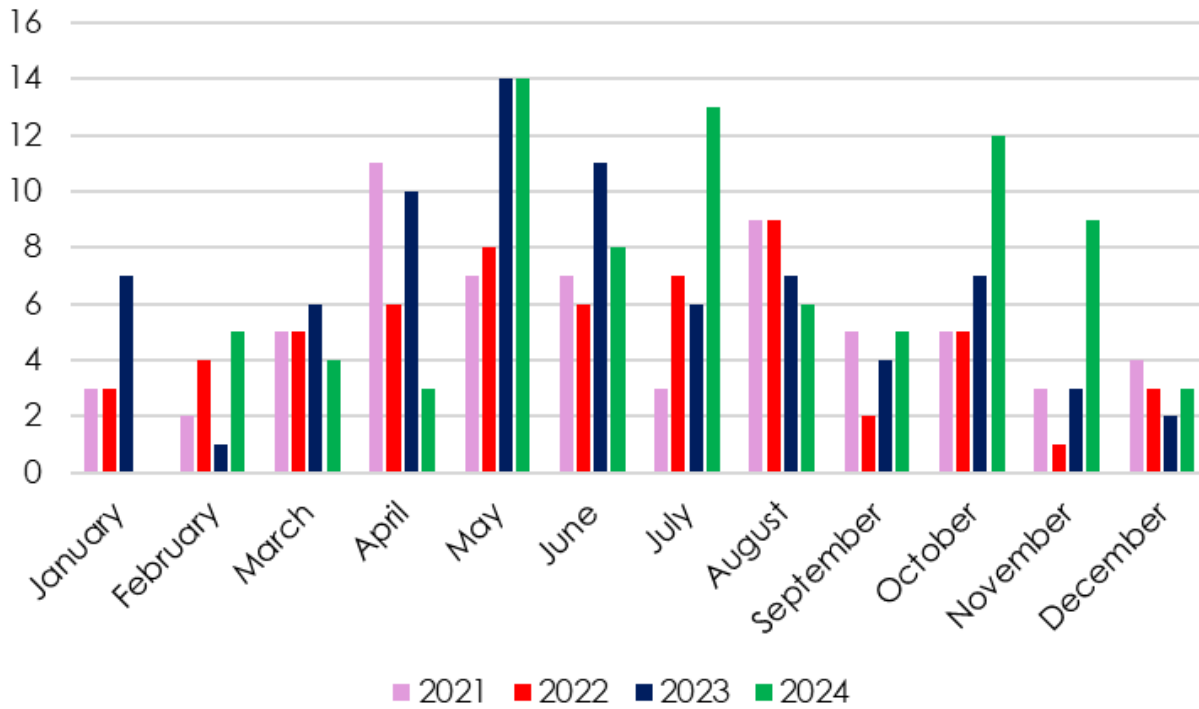


2023 - 8 Permits; 2024 - 9 Permits = 12% Increase

Q3 2024 PERMITS BY TYPE
TOTAL VALUE = ~\$11,196,121.11



PERMITS ISSUED PER MONTH: 2021 - 2024



2024 Permit Summary

Total Permits Issued in 2024:

Permitted: 51

Permitted + Variance: 3

Discretionary: 26

Permit Types:

- Communications Tower
- Accessory Building
- Residential
- Event Venue
- Solar Panels (Roof-Mounted & Ground-Mounted)
- Home Occupation
 - Used vehicle sales
- Building Conversion
- Demolition

LAND MANAGEMENT

Subdividing in rural municipalities involves dividing larger tracts of land into smaller sections for rural development while balancing zoning regulations, environmental considerations, and infrastructure requirements. This delicate balance is necessary to preserve the natural landscape and facilitate responsible growth, catering to the needs of present and future residents while safeguarding the rural charm of the community.

Subdivisions 10 acres and over (2024) Background

File #	Legal	Total Proposed Area	Type	Comments	Conditional Approval Date
24-R-802	SE-25-51-3W4M	~20.92 acres	Residential	Permitted under section 3.3 and 3.5 of the LUB and section 5.2 of the MDP	14-May-24
24-R-808	SE-9-55-4W4M	~19.2 acres	Residential	Permitted under section 3.3 and 3.5 of the LUB and section 5.2 of the MDP	18-Jun-24
24-R-871	SW & SE-1-51-4W4M	~178.62 acres	Agricultural	Permitted under section 5.1, 5.2 & 5.4 of the MDP and LUB Part 3 regulations	13-Sep-24
24-R-892	NE-8-51-6W4M	~15.5 acres	Agricultural	Permitted under LUB Part 3 regulations and section 5.1, 5.2, 5.4 & 5.9 of the MDP	15-Oct-24
24-R-897	NE-35-45-3W4M	~36 acres	Residential	Permitted under LUB Part 3 regulations and section 5.1, 5.2 & 5.4 of the MDP	05-Nov-24
24-R-904	SE-20-50-1W4M	~10.01 acres	Residential	Permitted under LUB Part 3 regulations and section 5.2, 5.3, 5.4 & 5.9 of the MDP	19-Nov-24
24-R-947	NW-20-51-1W4M	~25 acres	Residential	Permitted under LUB Part 3 regulations and section 5.1.4, 5.2, 5.3 & 5.4 of the MDP	

Land

Land Use Bylaw Amendments

Bylaw 24-09, being a bylaw for the purpose of amending the Land Use Bylaw (Bylaw 19-02) to redesignate a portion of NW-25-50-6W4M, NE-25-50-6W4M and SW-35-50-6W4M to add definition terms.

First Reading: April 23, 2024

Public Hearing: May 14, 2024

Second Reading: May 14, 2024

Third and Final Reading: May 14, 2024

Real Estate Update:

- Rental Agreement prepared for 31009 Hwy 897
 - Rental Rate:
 - Occupancy Date:
 - Rental Term:
- Sale of Lot 11 Block 6 Plan 8023039 within the Hamlet of Dewberry
 - Sale Price: \$1,000.00 + GST (plus applicable transfer costs)

PROJECTS

Update and Review of Municipal Development Plan and Land Use Bylaw



In 2019, the County implemented its current MDP and LUB. However, due to continued growth, boundary changes, and economic impacts, they need to be reviewed and updated. The MDP will be a crucial planning document, helping with future policy shifts, land use planning projects, budget preparations, and infrastructure planning. Meanwhile, the LUB will serve as a regulatory document for subdivision, development, and land use within the County.

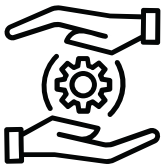
- **Current Status:** Drafts presented to Council at November 12, 2024 Regular Council Meeting
 - Public Engagement held on February 6, 2025
 - First Reading:
 - Second Reading:
 - Third & Final Reading:

City of Lloydminster and County of Vermilion River Intermunicipal Development Plan (IDP) & Intermunicipal Collaboration Framework (ICF)

The IDP is a statutory long-range plan with a 20-year timeframe that is subject to regular review and updates from both municipalities to ensure that it remains relevant and aligns with the practices and policies that each municipality has adopted. The existing IDP was adopted in 2008 and was due for review prior to annexation discussion occurring. With the completion of annexation between the County and the City in early 2022, significant revisions are required to the document to ensure its alignment and relevance with the current bylaws, plans and policies of the County and the City.

An ICF is a tool to facilitate and encourage cooperation and cost-sharing between neighboring municipalities to ensure municipal services are provided to residents effectively. To date, there has not been an ICF established between the County and the City. The *Lloydminster Charter* was amended effective January 1, 2023, which required the City to hold an ICF with all municipalities in which the City has a common boundary within Alberta.

- Transitional Solutions / ISL Engineering have been selected for the ICF
- ISL Engineering and Land Services Ltd. have been selected for the IDP
- **Current Status:** Request for Proposal with Consultants



Continuation of Policy Review & Updates

The Planning & Community Services department is reviewing and updating all policies



- **Policy AD 027 - Public Engagement Policy**

- Was presented to Council for discussion at the September 17, 2024 Policy and Priorities Committee Meeting
- Policy updates were approved by Council at the September 24, 2024 Regular Meeting of Council

- **Policy PD 021 - Community Enhancement Funding Policy**

- Was presented to Council for discussion at the September 17, 2024 Policy and Priorities Committee Meeting regarding the addition of campgrounds to the Community Facility - Operations Funding, changing the name of Community Event Funding to "Sponsorship Funding" and an update to setting the recreation budget
- The Policy was brought forward to Council at the September 24, 2024 Regular Meeting of Council for approval
 - Policy changes will be discussed at the September 30/October 1, 2024 Strategic Planning sessions



COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

MARWAYNE ARENA SPECIAL CAPITAL REQUEST – FURTHER INFORMATION TO FOLLOW

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River select funding scenario 1.a., a \$750,000 debenture over five (5) years, for the Marwayne Agricultural Society Arena upgrades project.

DETAILS

Background:

- August 13, 2024 – A Special Capital Project Grant application was received from the Marwayne Agricultural Society (the “Ag Society”). The request was for a \$1,000,000.00 debenture
- August 20, 2024 - at a Regular Meeting of Council the Ag Society presented information about the work that has been done to prepare and plan for needed upgrades to the arena.
 - The Ag Society hopes to have committed funding to show in its budget for June 2025 to support its Community Facility Enhancement Program application that is planned to be submitted. They hope to have the approved funding by October 2025, but may be able to hold off until 2026 depending on how the ice plan continues to work
 - Under Policy PD 021, capital project assistance is available to eligible community organizations that are looking to complete capital projects for its recreational facility or community hall. Funding can come from a special tax levy, recreation reserve funds, hamlet resource funds or other funding sources identified by Council. The policy states that organizations will be funded up to a maximum of 25 per cent of the total project cost. This policy gives Council the ability to approve requests at their discretion.

- October 15, 2024 – at the Policy and Priorities Meeting – Council directed administration to bring back information for funding \$750,000.00 or 25 per cent of the project request, as per policy PD 021, for the following scenarios:
 1. Fund \$750,000.00 through a debenture:
 - a. 5 years
 - b. 10 years
 - c. 15 years
 2. Fund \$750,000.00; fund \$250,000.00 and \$500,000.00 through a debenture for the following scenarios:
 - a. 5 years
 - b. 10 years
 - c. 15 years

Discussion:

Scenario	Scenario Details	Impacto to Budget
1.a. \$750,000.00, 5-year debenture	Annual Payment- \$167,864.70 Principal Amount- \$750,000.00 Total Interest - \$89,323.50 Total Cost of Debenture - \$839,323.50	See attached <i>CS Funding Summary \$750K_5YRS</i>
1.b. \$750,000.00, 10-year debenture	Annual Payment- \$95,232.34 Principal Amount- \$750,000.00 Total Interest - \$193,223.40 Total Cost of Debenture - \$943,223.40	See attached <i>CS Funding Summary \$750K_10YRS</i>
2.a. \$500,000.00, 5-year debenture & \$250,000.00 one-time payment	Annual Payment – \$111,909.80 Principal Amount - \$500,000.00 Total Interest – \$128,815.60 Total cost of Debenture - \$628,815.60 \$250,000.00 payment in 2026	See attached <i>CS Funding Summary \$500K_5YRS and PMT</i>
2.b. \$500,000.00, 10-year debenture & \$250,000.00 one-time payment	Annual Payment – \$62,881.56 Principal Amount - \$500,000.00 Total Interest – \$128,815.60 Total cost of Debenture - \$628,815.60 \$250,000.00 payment in 2026	See attached <i>CS Funding Summary \$500K_10YRS and PMT</i>



A summary of debenture payments over 15-years for payments of \$500,000.00 and \$750,00.000 are summarized below. The impact to the budget is not included. If this is the direction, that Council chooses, further information can be brought back.

Scenario	Scenario Details
1.c. \$750,000.00 15-year debenture	Annual Payment - \$71,284.78 Principal Amount - \$750,000.00 Total Interest- \$319,271.70 Total Cost of Debenture- \$1,069,271.70
2.c. \$500,000.00 15-year debenture \$250,000.00 one-time payment	Annual Payment - \$47,523.18 Principal Amount- \$500,000.00 Total Interest - \$212,847.70 Total Cost of Debenture - \$712,847.70 \$250,000.00 payment in 2026

Relevant Policy/Legislation Practices:

PD 021 – Community Enhancement Funding

Desired Outcome (s): THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River select funding scenario 1.a., a \$750,000.00 debenture over five (5) years, for the Marwayne Agricultural Society Arena upgrades project.

Response Options: THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River select funding scenario 1.a., a \$750,000.00 debenture over five (5) years, for the Marwayne Agricultural Society Arena upgrades project.

IMPLICATIONS OF RECOMMENDATION

Organizational: Notification to Marwayne Agricultural Society

Financial: \$750,000.00 + Interest funded from Community Enhancement Funding

Communication Required: Council, Administration, Ag Society

Implementation: Upon Council Direction



ATTACHMENTS

1. CS Funding Summary \$750K_5YRS
2. CS Funding Summary \$750K_10YRS
3. CS Funding Summary \$500K_5YRS and PMT
4. CS Funding Summary \$500K_10YRS and PMT

PREPARED BY: Community Services Coordinator

REVIEWED BY: Director of Planning & Community Services

DATE: February 11, 2025

**COUNTY OF VERMILION RIVER
COMMUNITY SERVICES RESERVES**

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Opening Balance	416,279	323,575	163,065	108,496	62,036	13,646	26,290	60,480	150,319	238,151	325,983	411,767
Addition	1,500,000	1,920,000	1,935,000	1,945,000	1,945,000	1,945,000	1,745,000	1,745,000	1,745,000	1,745,000	1,745,000	1,745,000
Withdrawal	(1,592,704)	(2,080,509)	(1,989,569)	(1,991,460)	(1,993,390)	(1,932,355)	(1,710,810)	(1,655,161)	(1,657,168)	(1,657,168)	(1,659,216)	(1,659,217)
Closing Balance	323,575	163,065	108,496	62,036	13,646	26,290	60,480	150,319	238,151	325,983	411,767	497,550
Note:												
- Reduced funding to Lloydminster for 2025 by \$400K												
- Increased funding to Lloydminster in 2026 by \$400K												
- Debenture based on \$750K for 5 years												

FACILITY TYPE		<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Halls		108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200
ICE Rinks		207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000
Seniors		20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800
Parks		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
AG Grounds		34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000
Museum		6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800
Winter Recreation		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Community Agreements		400,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Sponsorship		40,000	40,000	40,000	40,000	40,001	40,000	40,000	40,000	40,000	40,000	40,000	40,001
Debenture Payments		347,004	432,991	340,196	340,196	340,196	279,162	55,649					
Capital pay out		250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Campground		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Library		90,900	92,718	94,573	96,464	98,393	98,393	100,361	100,361	102,368	102,368	104,416	104,416
TOTALS	Withdrawal	1,592,704	2,080,509	1,989,569	1,991,460	1,993,390	1,932,355	1,710,810	1,655,161	1,657,168	1,657,168	1,659,216	1,659,217

COUNTY OF VERMILION RIVER COMMUNITY SERVICES RESERVES												
	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Opening Balance	416,279	323,575	216,608	200,581	182,663	162,815	204,002	198,870	249,386	297,896	346,405	392,867
Addition	1,500,000	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Withdrawal	(1,592,704)	(2,006,967)	(1,916,027)	(1,917,918)	(1,919,848)	(1,858,813)	(1,805,132)	(1,749,483)	(1,751,491)	(1,751,491)	(1,753,538)	(1,659,217)
Closing Balance	323,575	216,608	200,581	182,663	162,815	204,002	198,870	249,386	297,896	346,405	392,867	533,650
Note:												
- Reduced funding to Lloydminster for 2025 by \$400K												
- Increased funding to Lloydminster in 2026 by \$400K												
- Debenture based on \$750K for 10 years												

FACILITY TYPE		<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Halls		108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200
ICE Rinks		207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000
Seniors		20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800
Parks		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
AG Grounds		34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000
Museum		6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800
Winter Recreation		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Community Agreements		400,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Sponsorship		40,000	40,000	40,000	40,000	40,001	40,000	40,000	40,000	40,000	40,000	40,000	40,001
Debenture Payments		347,004	359,449	266,654	266,654	266,654	205,620	149,971	94,322	94,322	94,322	94,322	
Capital pay out		250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Campground		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Library		90,900	92,718	94,573	96,464	98,393	98,393	100,361	100,361	102,368	102,368	104,416	104,416
TOTALS	Withdrawal	1,592,704	2,006,967	1,916,027	1,917,918	1,919,848	1,858,813	1,805,132	1,749,483	1,751,491	1,751,491	1,753,538	1,659,217

COMMUNITY SERVICES RESERVES

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Opening Balance	416,279	323,575	4,020	25,406	44,901	62,465	141,065	185,255	285,094	382,925	480,757	576,541
Addition	1,500,000	1,955,000	1,955,000	1,955,000	1,955,000	1,955,000	1,755,000	1,755,000	1,755,000	1,755,000	1,755,000	1,755,000
Withdrawal	(1,592,704)	(2,274,554)	(1,933,614)	(1,935,505)	(1,937,435)	(1,876,401)	(1,710,810)	(1,655,161)	(1,657,168)	(1,657,168)	(1,659,216)	(1,659,217)
Closing Balance	323,575	4,020	25,406	44,901	62,465	141,065	185,255	285,094	382,925	480,757	576,541	672,325

Note:

- Reduced funding to Lloydminster for 2025 by \$400K
- Increased funding to Lloydminster in 2026 by \$400K
- Debenture based on \$500K for 5 years
- \$250K additional cash payout in 2026

FACILITY TYPE		<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Halls		108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200
ICE Rinks		207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000
Seniors		20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800
Parks		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
AG Grounds		34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000
Museum		6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800
Winter Recreation		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Community Agreements		400,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Sponsorship		40,000	40,000	40,000	40,000	40,001	40,000	40,000	40,000	40,000	40,000	40,000	40,001
Debenture Payments		347,004	377,036	284,241	284,241	284,241	223,207	55,649					
Capital pay out		250,000	500,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Campground		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Library		90,900	92,718	94,573	96,464	98,393	98,393	100,361	100,361	102,368	102,368	104,416	104,416
TOTALS	Withdrawal	1,592,704	2,274,554	1,933,614	1,935,505	1,937,435	1,876,401	1,710,810	1,655,161	1,657,168	1,657,168	1,659,216	1,659,217

COUNTY OF VERMILION RIVER												
COMMUNITY SERVICES RESERVES												
	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Opening Balance	416,279	323,575	13,048	28,462	41,986	53,578	126,206	127,515	184,472	239,422	294,372	347,275
Addition	1,500,000	1,915,000	1,900,000	1,900,000	1,900,000	1,900,000	1,775,000	1,775,000	1,775,000	1,775,000	1,775,000	1,775,000
Withdrawal	(1,592,704)	(2,225,526)	(1,884,586)	(1,886,477)	(1,888,407)	(1,827,372)	(1,773,691)	(1,718,043)	(1,720,050)	(1,720,050)	(1,722,097)	(1,659,217)
Closing Balance	323,575	13,048	28,462	41,986	53,578	126,206	127,515	184,472	239,422	294,372	347,275	463,058
Note:												
- Reduced funding to Lloydminster for 2025 by \$400K												
- Increased funding to Lloydminster in 2026 by \$400K												
- Debenture based on \$500K for 10 years												
- \$250K additional cash payout in 2026												

FACILITY TYPE		<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>2036</u>
Halls		108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200	108,200
ICE Rinks		207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000	207,000
Seniors		20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800	20,800
Parks		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
AG Grounds		34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000
Museum		6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800	6,800
Winter Recreation		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Community Agreements		400,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Sponsorship		40,000	40,000	40,000	40,000	40,001	40,000	40,000	40,000	40,000	40,000	40,000	40,001
Debenture Payments		347,004	328,008	235,213	235,213	235,213	174,179	118,530	62,882	62,882	62,882	62,882	
Capital pay out		250,000	500,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Campground		8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Library		90,900	92,718	94,573	96,464	98,393	98,393	100,361	100,361	102,368	102,368	104,416	104,416
TOTALS	Withdrawal	1,592,704	2,225,526	1,884,586	1,886,477	1,888,407	1,827,372	1,773,691	1,718,043	1,720,050	1,720,050	1,722,097	1,659,217

February 11, 2025

Office of Regional Director – Central Region
401, 4920-51 Street
Red Deer, AB T4N 6K8

File: 1560-COVR-WWP

Dear Mr. Richardson

The Council for the County of Vermilion River appreciates the opportunity to respond following your letter dated January 28, 2025 regarding the Alberta Municipal Water/Wastewater Partnership ACE Phase 7 Regional Water Transmission.

Regarding the payment of interest on the \$5,000,000.00 grant payment the County of Vermilion River would be pleased to provide the interest in question once the ACE Water Corporation provides all the grant documentation since 2018 which is in the possession of ACE.

We would request all of the grant information which has not been provided to the County of Vermilion River since 2018 be forwarded and furthermore that the County of Vermilion River be absolved of any responsibilities acted upon by ACE Water Corporation from 2018 to present.

We look forward to receiving the documents and that there will be a favorable outcome to both parties involved.

Sincerely,

Marty Baker
Reeve – County of Vermilion River

January 28, 2025

Mr Marty Baker
Reeve
County of Vermilion River
PO Box 69
Kitscoty, AB T0B 2P0

Dear Reeve Baker:

**Re: Alberta Municipal Water/Wastewater Partnership
ACE Phase 7 Regional Water Transmission**

Alberta Transportation and Economic Corridors has been made aware of a dispute between the County of Vermilion River and the Alberta Central East Water Corporation (ACE) regarding a grant payment made for the above listed project.

A grant in the amount of \$5,000,000.00 was electronically transferred to the County of Vermilion River, March of 2023. I understand there was a delay in the receipt of the payment notification letter and the funding was not transferred to ACE until September 2023. As outlined in Schedule E of the agreement signed by the County of Vermilion River (attached for your reference), any interest or income earned on grant funding provided is to be used towards the eligible expenditures of the project. As such, we are requesting that any interest earned on the \$5,000,000.00 grant payment by the County of Vermilion River, between March 2023 and September 2023, be forwarded to ACE for use towards the eligible expenses of the Phase 7 Regional Water Transmission project.

We appreciate your commitment to the regional infrastructure within central Alberta.

If you have any questions or concerns, please contact me at 403-340-4867 or Ms. Denette Leask, Acting Infrastructure Manger at 403-340-5069.

Sincerely,

Stuart Richardson, P.Eng
Acting Regional Director

****SPONSORED MESSAGE FROM THE OFFICE OF MP SHANNON STUBBS****

Lakeland businesses,

We know many businesses are concerned and bracing for the potential impact of purposed tariffs on Canadian imports and we want to assure you the we are taking steps to prepare for a future government's ability to take swift and decisive action to support our Canadian businesses, enabling them to stay competitive in this challenging environment. To develop an informed, practical plan that reflects the realities facing our local industries, we are am for your assistance in gathering input directly from you as a business owner in our community.

If you could reply back to our office and answer the following questions we will be reviewing and putting forth the best strategies to support our business sector.

1. How will the proposed 25% U.S. tariffs affect your business operations and overall competitiveness?
2. What measures can your business take to stay competitive in the face of these tariffs?
3. What federal or provincial regulations are currently hindering your ability to adapt and thrive in this new trade environment?

Thank you in advance for your input. Your reply can be sent to Shannon.Stubbs@parl.gc.ca

Office of MP Shannon Stubbs
Lakeland
Shadow Minister for Natural Resources
E: Shannon.Stubbs@parl.gc.ca
T: 780-657-7075
F: 780-657-7079

Alan

As we are approaching the end of the current fiscal year (March 31), I would like to begin planning for the 2025/2026 fiscal year Vermilion Detachment Priorities. As you may recall, our current priorities are as follows:

1. Crime Reduction – Property Crime
2. Police/Community Relations - Communication with public/stakeholders
3. Police/Community Relations – Police Visibility

I would ask that you review these priorities with your councils and reply back to me to confirm your top two or three priorities at your earliest convenience.

I have also attached a copy of the Provincial Police Service Agreement in case you don't have a copy. Note that article 5 speaks to changes in staff levels, article 6 speaks to the Provincial Minister setting out our objectives, priorities and goals, and article 7 indicates the Commanding Officer will act under the direction of the Provincial Minister. I know we have discussed some of these things in the past so I just wanted to provide the actual document.

Finally, the latest quarterly reports are out so you should see them from me next week.

As always, should you have any questions or concerns, please don't hesitate to reach out.

Thanks and have a great weekend,

Corey



Corey Buckingham, Sgt. / Serg.

NCO i/c Vermilion Detachment

Royal Canadian Mounted Police

corey.buckingham@rcmp-grc.gc.ca / Tel. : 780-853-4441 / Fax: 780-853-4100

S-O. resp. Détachement de Vermilion

Gendarmerie royale du Canada

corey.buckingham@rcmp-grc.gc.ca / Tél. : 780-853-4441 / Téléc: 780-853-4100

PROVINCE OF ALBERTA

PROVINCIAL POLICE SERVICE AGREEMENT

April 1, 2012

TABLE OF CONTENTS

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

Memorandum of Agreement

BETWEEN:

CANADA,

AND

ALBERTA.

Introduction

Whereas:

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

Authorities

D. The Parties recognize that:

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

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

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

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

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

Mutual Benefits

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

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

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

Implementation

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

Authorizing Orders

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

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

ARTICLE 1.0 INTERPRETATION

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

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

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

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

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

- 1.2 Each of the following is attached hereto and forms a part of this Agreement:
- a) Annex 'A' – Schedule of Personnel Resources Assigned to the Provincial Police Service;
 - b) Annex 'B' – Request for Increase or Decrease of the Provincial Police Service;
 - c) Annex 'C' – Plans for Divisional Major Capital, Minor Capital, and Living Quarters;
 - d) Annex 'D' – Projected Budgets for Divisional Major Capital, Minor Capital, and Living Quarters;
 - e) Annex 'E' – Schedule of Payments - Reduction of Deferred Amounts Otherwise Owning;
 - f) Annex 'F' – Credit against the Fair Market Value of Detachments; and
 - h) Annex 'G' – Elements Included in Total Compensation.
- 1.3 If Canada enters into a similar agreement to provide and maintain a Provincial Police Service with any other province after the execution of this Agreement, Canada will provide notice in writing to Alberta attaching the final form of that later agreement, and , in the event that there is a different or an additional provision contained in that later agreement,
- i) Alberta may elect to have this Agreement amended so as to reflect the intent of that provision;
 - ii) such election is to be made within 6 months from the date of written notice of execution of that later agreement;
 - iii) in no event may such an election be made later than October 1, 2013; and
 - iv) the election must be made by notice in writing, such notice to be made in accordance with Article 24.
- 1.4 This Agreement constitutes the entire and only agreement between the Parties for the provision and maintenance of the Provincial Police Service and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are expressly incorporated by reference into this Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained or referenced in this Agreement.
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ARTICLE 2.0 PURPOSE AND SCOPE

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

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

ARTICLE 3.0 TERM OF AGREEMENT

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

ARTICLE 4.0 EXCLUSIONS AND INCLUSIONS

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

ARTICLE 5.0 INCREASE OR REDUCTION IN THE PROVINCIAL POLICE SERVICE

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

ARTICLE 6.0 MANAGEMENT OF THE PROVINCIAL POLICE SERVICE

- 6.1 The Provincial Minister will set the objectives, priorities and goals of the Provincial Police Service.
- 6.2 The internal management of the Provincial Police Service, including its administration and the determination and application of professional police standards and procedures, will remain under the control of Canada.
- 6.3
- a) The minimum level of policing is the aggregate resources required to maintain public and officer safety. The minimum level of policing provided by the Provincial Police Service will meet the standard determined by the Commissioner in consultation with the Provincial Minister.
 - b) The Provincial Minister will determine, in consultation with the Commissioner, the level of policing service to be provided by the Provincial Police Service, and that level will meet or exceed the standard determined in accordance with paragraph (a).
- 6.4 Nothing in this Agreement will be interpreted as limiting in any way the jurisdiction of Alberta in respect of the administration of justice and law enforcement in the Province.
- 6.5
- a) The Parties recognize Canada's interest in pursuing harmonized professional police standards and procedures across Canada on the basis of established policing best practices. Therefore, the Parties commit to identify opportunities to harmonize those standards and procedures and Alberta will assist Canada in that effort if it is feasible and appropriate.
 - b) Alberta will consult with the Commissioner prior to establishing professional police standards or procedures which are to be considered by the Commissioner under paragraph (c).
 - c) In determining the professional police standards or procedures in respect of the Provincial Police Service, the Commissioner will harmonize those standards or procedures to be substantially similar to or exceed the comparable professional police standards or procedures applicable to all other police services in the Province, unless the Commissioner is of the opinion that to do so would be contradictory to a requirement imposed by law, or would negatively affect the RCMP's ability to deliver effective or efficient police services.
 - d) If the Commissioner forms an opinion referred to in paragraph (c), the Commissioner will consult with the Provincial Minister.
 - e) If following the consultation referred to in paragraph (d), the Commissioner is still of the opinion referred to in paragraph (c) then, upon the request of the Provincial Minister, the Commissioner will provide the Provincial Minister with written reasons explaining the basis for the opinion.
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- f) The Parties acknowledge and agree that any Dispute arising out of the application of this subarticle will be subject to the dispute resolution process set out in Article 23.

ARTICLE 7.0 THE COMMANDING OFFICER AND THE OPERATION OF THE DIVISION

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

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

ARTICLE 8.0 RESOURCES AND ORGANIZATION

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

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

ARTICLE 9.0 EMERGENCIES & SPECIAL EVENTS

- 9.1 If, in the opinion of the Provincial Minister an Emergency in an area of provincial responsibility exists or is likely to exist in the Province:
- a) the Provincial Police Service will, at the written request of the Provincial Minister made to the Commanding Officer, be redeployed to such extent as is reasonably necessary to maintain law and order, keep the peace and protect the safety of persons, property or communities; and
 - b) Alberta will pay the costs of the redeployment including Salary, transportation and maintenance as follows:
 - i) Alberta will pay 70 per cent of such costs to Canada; and
 - ii) after 30 days from the redeployment Alberta will pay 100 per cent of such costs to Canada where the Emergency arises as a result of a municipal police strike or dispute, or the disbandment of a municipal police force for an area which is not normally policed by the RCMP.
 - c) Alberta agrees to use reasonable efforts to as soon as practicable resolve any strike or dispute or to establish a new police service for that area.
- 9.2
- a) In the circumstances described in paragraph 9.1(a) the Provincial Minister may, in writing, request the Commanding Officer or, if required, the Commissioner to temporarily increase the strength of the Provincial Police Service.
 - b) If, in response to a request made under paragraph (a) such a temporary increase in strength is agreed and made, Alberta will pay to Canada 100 per cent of all of the costs of the increase including Salary, transportation and maintenance.
 - c) Without limiting the discretion of the Commanding Officer or the Commissioner, as the case may be, under paragraph (b), and after consultation with the Provincial Minister, no such temporary increase in the size of the Provincial Police Service will be made if the Commissioner, having regard to the other responsibilities and duties of the RCMP, is of the opinion that such increase should not take place.
- 9.3 If, in the opinion of the Commissioner, an Emergency in an area of provincial responsibility exists or is likely to exist outside the Province:
- a) the Commissioner may, after consultation with the Provincial Minister and with the approval of the Federal Minister, temporarily withdraw up to 10 per cent of the Members of the Provincial Police Service (and any necessary Equipment) to deal with such an Emergency;

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

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

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

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

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

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

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

ARTICLE 10.0 MUNICIPALITIES

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

ARTICLE 11.0 BASIS OF CALCULATION OF PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12.0 ACCOMMODATIONS PROGRAM**Governing Principles**

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

Purpose and Scope of the Accommodations Program

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

12.6 The Parties agree that:

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

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

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

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

Setting of the Projected Plans and Budgets

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

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

12.11 It is agreed that:

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

Movement of Monies between Budgets

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

Setting of the Accommodations Program Charge

The Accommodations Program Charge for Fiscal Year 2012-2013

12.13 The Accommodations Program Charge for the Fiscal Year beginning April 1, 2012 is \$_____.¹

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

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

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

Adjustment to the Accommodations Program Charge for NB-CPI

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

Five-Year Reconciliation

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

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

Setting the Accommodations Program Charge Following the Five-Year Reconciliation

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

Payments by Alberta

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

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

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

Under the Accommodations Program Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Survival of Payment Obligations

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

Reporting and Accountability

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

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

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

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

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

- c) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
- 13.4 Despite 13.3, in the event of the expiry or termination of this Agreement, it is agreed that to acquire any land and any building used as a detachment situated thereon that is no longer required by Canada Alberta will pay to Canada an amount equal to:
- a) if the building has been used as a detachment since before April 1, 1992, until the time of the expiry or termination:
- i) 30 per cent of the Fair Market Value of the building;
 - ii) the Fair Market Value of the land; and
 - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
- b) if the building was first used as a detachment at some time between April 1, 1992 and March 31, 2012, and continues to be used as a detachment at the time of the termination:
- i) the Fair Market Value of the building less the credit granted for the number of Fiscal Years that detachment was used, which credit is equal to a percentage of that Fair Market Value determined in accordance with Annex 'F';
 - ii) the Fair Market Value of the land; and
 - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
- c) if the building was first used as a detachment at some time between April 1, 1992 and March 31, 2012 and continues to be used as a detachment on March 31, 2032:
- i) 30 per cent of the Fair Market Value of the building;
 - ii) the Fair Market Value of the land; and
 - iii) 70 per cent of all reasonable costs incurred by Canada as a result of the transfer of administration to Alberta including those costs resulting from an obligation imposed by law such as obligations imposed in respect of the environment.
-

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

ARTICLE 14.0 EQUIPMENT

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

ARTICLE 15.0 TRANSFER OF OWNERSHIP OF EQUIPMENT

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

- a) subject to subarticle 15.2, the ownership of any item of Equipment that was purchased by Canada for the Provincial Police Service and in respect of which Alberta has paid its full share, will, at the option of Alberta:
 - i) be transferred to Alberta after it pays to Canada an amount equal to the amount that the current Fair Market Value exceeds the amount, exclusive of interest, that was already paid to Canada by Alberta for that item of Equipment; or
 - ii) remain vested in Canada, in which case Canada will credit Alberta with the amount, if any, by which the current Fair Market Value exceeds the amount that Canada paid for that item of Equipment;

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

- c) the Fair Market Value referred to in paragraphs (a) and (b) is to be determined as of the time immediately preceding the termination or expiry.

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

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

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

ARTICLE 16.0 JAILS AND LOCK-UPS

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

ARTICLE 17.0 METHOD OF PAYMENT

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

ARTICLE 18.0 FINANCIAL PLANNING & REPORTING

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

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

ARTICLE 19.0 DIRECTED REVIEWS OF THE SERVICE

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

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

ARTICLE 20.0 BILATERAL REVIEW

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

ARTICLE 21.0 CONTRACT MANAGEMENT COMMITTEE

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

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

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

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

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

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

ARTICLE 22.0 CMC FIVE YEAR REVIEWS

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

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

ARTICLE 22.1.0 TOTAL COMPENSATION

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

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

ARTICLE 23.0 DISPUTES

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

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

ARTICLE 24.0 NOTICE

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

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

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

Facsimile: 613-954-5186; and

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

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

Facsimile: 780-415-9566.

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

ARTICLE 25.0 AMENDMENT

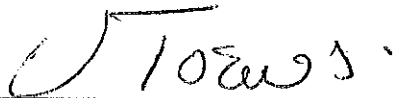
25.1 This Agreement may only be amended by the written agreement of the Parties.

ARTICLE 26.0 SURVIVAL

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

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

SIGNED on behalf of Canada



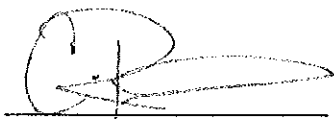
Minister of Public Safety and
Emergency Preparedness

SIGNED on behalf of Alberta



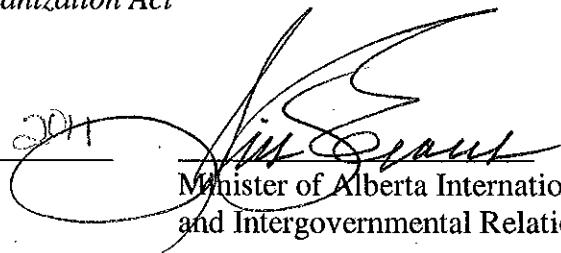
Solicitor General and Minister of Public Security

APPROVED pursuant to the *Government Organization Act*



Witness

August 31, 2011
Date



Minister of Alberta International
and Intergovernmental Relations

ANNEX 'A':

**SCHEDULE OF PERSONNEL RESOURCES ASSIGNED TO THE
PROVINCIAL POLICE SERVICE**

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

Request for an Increase

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

[Federal Minister]

Dear Minister

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

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

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

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

Yours truly,

[Provincial Minister]

Request for a Decrease

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

[Federal Minister]

Dear Minister

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

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

Yours truly,

[Provincial Minister]

ANNEX 'C':

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

ANNEX 'D':

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

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

In this Annex,

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

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

Annex E – Alberta – Accelerated Payment Model

Fiscal Year	(A) Projected RCMP Construction Cost (@ 100%)	(B) 70% of Projected Construction Costs (B & H must equal to achieve 70% in year 20)	(C) Non Deferred Provincial Share of Detachment Major Capital portion of Accommodation Charge (Projected for years 1-20)		(D) Projected Deferred Amount		(E) Accelerated Payment Value (Projected credit) Payment - Target 70% by Year 20	(F) Acceleration Percentage Credit to Alberta	(G) Resulting Net Provincial Accelerated Payment (E X (1-F) = G)		(H) Projected Total Provincial Payment (C + G = H)	(I) Outstanding Deferred Amount			
			C1 (first 5 years)	C2 (years 6-20 projected)	D1 (first 5 years)	D2 (years 6-20 projected)			G1 (first 5 years)	G2 (years 6-20 projected)		H1 (first 5 years)	H2 (years 6-20 projected)	Annual (D - E = I)	Cumulative balance
			Projected construction costs and amortized amounts indexed by 2% annually												
2012/13	\$7,353,136	\$5,147,195	\$2,161,822	\$2,985,373	\$345,413	\$2,639,960	71.7%	\$97,679	\$2,259,501	\$2,639,960	\$2,639,960	\$2,639,960			
2013/14	\$7,500,199	\$5,250,139	\$2,205,058	\$3,045,081	\$690,826	\$2,354,255	69.2%	\$212,576	\$2,417,634	\$2,354,255	\$4,994,215	\$4,994,215			
2014/15	\$7,650,203	\$5,355,142	\$2,249,160	\$3,105,982	\$1,036,239	\$2,068,743	66.8%	\$343,792	\$2,592,951	\$2,068,743	\$7,063,959	\$7,063,959			
2015/16	\$7,803,207	\$5,462,245	\$2,294,143	\$3,168,102	\$1,381,652	\$1,786,450	64.5%	\$490,471	\$2,784,614	\$1,786,450	\$8,850,409	\$8,850,409			
2016/17	\$7,959,271	\$5,571,490	\$2,340,026	\$3,231,464	\$1,727,065	\$1,504,399	62.3%	\$651,799	\$2,991,824	\$1,504,399	\$10,354,808	\$10,354,808			
2017/18	\$8,118,456	\$5,682,919	\$2,386,826	\$3,296,093	\$2,072,478	\$1,578,424	60.1%	\$826,996	\$3,213,822	\$1,578,424	\$11,578,424	\$11,578,424			
2018/19	\$8,280,825	\$5,796,578	\$2,434,563	\$3,362,015	\$2,417,891	\$944,125	58.0%	\$1,015,321	\$3,449,883	\$944,125	\$12,522,548	\$12,522,548			
2019/20	\$8,446,442	\$5,912,509	\$2,483,254	\$3,429,255	\$2,763,304	\$665,952	56.0%	\$1,216,067	\$3,699,321	\$665,952	\$13,188,500	\$13,188,500			
2020/21	\$8,615,371	\$6,030,760	\$2,532,919	\$3,497,841	\$3,108,716	\$389,124	54.0%	\$1,428,561	\$3,961,480	\$389,124	\$13,577,624	\$13,577,624			
2021/22	\$8,787,678	\$6,151,375	\$2,583,577	\$3,567,797	\$3,454,129	\$113,668	52.2%	\$1,652,161	\$4,235,738	\$113,668	\$13,691,292	\$13,691,292			
2022/23	\$8,963,432	\$6,274,402	\$2,635,249	\$3,639,153	\$3,799,542	\$160,389	50.4%	\$1,886,255	\$4,521,504	\$160,389	\$13,530,903	\$13,530,903			
2023/24	\$9,142,700	\$6,399,890	\$2,687,954	\$3,711,936	\$4,144,955	\$433,019	48.6%	\$2,130,262	\$4,818,216	\$433,019	\$13,097,884	\$13,097,884			
2024/25	\$9,325,554	\$6,527,888	\$2,741,713	\$3,786,175	\$4,490,368	\$704,193	46.9%	\$2,383,627	\$5,125,340	\$704,193	\$12,393,691	\$12,393,691			
2025/26	\$9,512,065	\$6,658,446	\$2,796,547	\$3,861,899	\$4,835,781	\$973,883	45.3%	\$2,645,821	\$5,442,368	\$973,883	\$11,419,808	\$11,419,808			
2026/27	\$9,702,307	\$6,791,615	\$2,852,478	\$3,939,137	\$5,181,194	\$1,242,058	43.7%	\$2,916,343	\$5,768,821	\$1,242,058	\$10,177,751	\$10,177,751			
2027/28	\$9,896,353	\$6,927,447	\$2,909,528	\$4,017,919	\$5,526,607	\$1,508,688	42.2%	\$3,194,714	\$6,104,242	\$1,508,688	\$8,669,063	\$8,669,063			
2028/29	\$10,094,280	\$7,065,996	\$2,967,718	\$4,098,278	\$5,872,020	\$1,773,742	40.7%	\$3,480,479	\$6,448,197	\$1,773,742	\$6,895,321	\$6,895,321			
2029/30	\$10,296,166	\$7,207,316	\$3,027,073	\$4,180,243	\$6,217,433	\$2,037,190	39.3%	\$3,773,205	\$6,800,278	\$2,037,190	\$4,858,131	\$4,858,131			
2030/31	\$10,502,089	\$7,351,462	\$3,087,614	\$4,263,848	\$6,562,846	\$2,298,998	37.9%	\$4,072,481	\$7,160,095	\$2,298,998	\$2,559,133	\$2,559,133			
2031/32	\$10,712,131	\$7,498,491	\$3,149,366	\$4,349,125	\$6,908,259	\$2,559,134	36.6%	\$4,377,915	\$7,527,281	\$2,559,134	\$0	\$0			
Sub Total	\$178,661,865	\$125,063,305	\$11,250,208	\$15,536,002	\$5,181,194	\$67,355,523		\$1,796,316	\$37,000,208	\$13,046,525	\$78,276,588	\$0			
GRAND TOTAL	\$178,661,865	\$125,063,305	\$52,526,588	\$72,536,717	\$72,536,717	\$72,536,717		\$38,796,525	\$91,323,113	\$0	\$0	\$0			

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

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

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

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

ANNEX 'G': ELEMENTS INCLUDED IN TOTAL COMPENSATION

Elements included in calculation of Total Compensation

Cash Compensation

Annual Salary
Annual Service Pay
Senior Constable Allowance
Shift Allowance

Pension/Savings

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

Group Benefits

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

Paid Time Off

Vacation Entitlement
Designated Paid Holidays
Paid Meal Breaks

Elements compared on a descriptive basis only

Leave Policies and Practices

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

Compensation for Work Conditions

Overtime & Other Payments
Rescheduling Allowance
Standby Pay
Acting Pay

Miscellaneous Allowances

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

Perquisites

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



COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

BYLAW 19-01 COUNCIL CODE OF CONDUCT - REVIEW

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee receive Bylaw 19-01 Council Code of Conduct as information and provide the following direction to administration:

DETAILS

Background:

During the Rural Municipalities Conference in November 2024, Council and Administration attended an information session presented by Leduc County on their Council Code of Conduct Bylaw. Leduc County offered several recommendations for other municipalities reviewing their own Code of Conduct Bylaws, sharing insights from their experiences. They discussed how they enhanced their Bylaw to address concerns related to the investigation and sanction processes.

The County of Vermilion River last reviewed the Council Code of Conduct Bylaw in 2019.

Discussion:

Administration has made several revisions to the current County of Vermilion River Bylaw 19-01 Council Code of Conduct, aligning them with Leduc County's recommendations for municipalities reviewing their Code of Conduct Bylaws.

Relevant Policy/Legislation Practices:

Bylaw 19-01 Council Code of Conduct

Municipal Government Act

Desired Outcome (s):



THAT the County of Vermilion River Policy and Priorities Committee receive Bylaw 19-01 Council Code of Conduct as information and provide the following direction to administration:

Response Options:

THAT the County of Vermilion River Policy and Priorities Committee receive Bylaw 19-01 Council Code of Conduct as information and provide the following direction to administration:

IMPLICATIONS OF RECOMMENDATION

Organizational: None.

Financial: None.

Communication Required: None.

Implementation: None.

ATTACHMENTS

[Current - Bylaw 19-01 Council Code of Conduct Bylaw.pdf](#)

[Tracked Changes - Council Code of Conduct Bylaw - February 11 2025.pdf](#)

[Proposed - Council Code of Conduct Bylaw - February 11, 2025.pdf](#)

[Summary of Proposed Council Code of Conduct Bylaw Changes.pdf](#)

PREPARED BY: Hannah Musterer

DATE: February 12, 2025

THE COUNTY OF VERMILION RIVER IN THE PROVINCE OF ALBERTA

BYLAW 19-01

Being a Bylaw to establish a Code of Conduct for Councillors of the County of Vermilion River

WHEREAS pursuant to Section 146.1 (1) of the Municipal Government Act, R.S.A., 2000, Chapter M-26, as amended from time to time, a Council must, by bylaw, establish a code of conduct governing the conduct of Councillors;

AND WHEREAS the establishment of a code of conduct for members of Council is consistent with the principles of transparent and accountable government;

AND WHEREAS a code of conduct ensures that a common basis of understanding for acceptable conduct is established for Councillors beyond the statutory provisions governing the conduct of councillors.

NOW THEREFORE the Council of the County of Vermilion River, in the Province of Alberta, duly assembled, enacts as follows:

BYLAW TITLE

- 1 This Bylaw is known as the "Council Code of Conduct Bylaw".

DEFINITIONS

- 2 In this Bylaw, unless the context otherwise requires or as defined by the Act:
- i. **"Act"** means the *Municipal Government Act*, R.S.A. 2000, c.M-26, and its associated regulations, as amended from time to time;
 - ii. **"Administration"** means the administrative and operational staff of the County of Vermilion River;
 - iii. **"Chief Administrative Officer"** hereinafter referred to as the CAO, means the person appointed by bylaw, or their designee, for the County of Vermilion River pursuant to section 205 of the Act;
 - iv. **"Closed Session"** means a portion of a meeting closed to the public in accordance with the Act and Freedom of Information and Protection of Privacy Act;

- v. **“Committee”** means a Council committee, board, commission, or other body established by Council under the Act;
- vi. **“County”** means the County of Vermilion River;
- vii. **“Council”** means all members of the County of Vermilion River Council duly elected and currently holding office;
- viii. **“Council Investigator”** means the person in charge of receiving the complaint and leader of the bylaw process. The Council Investigator is the Reeve, or in the perceived wrongdoing of the Reeve, the Deputy Reeve. If the perceived wrongdoing affects both the Reeve and the Deputy Reeve, Council will appoint an Investigator from among its members;
- ix. **“Councillor”** means any duly elected member of Council for the County of Vermilion River including the Reeve and Deputy Reeve;
- x. **“County Property”** means the County’s financial and non-financial assets including but not limited to land, vehicles, equipment, electronic devices, and documents;
- xi. **“Confidential”** means any aspect of closed session deliberations, information identified as confidential under the provisions of the Freedom of Information and Protection of Privacy Act (FOIP), and information subject to solicitor-client privilege;
- xii. **“Deputy Reeve”** means the Councillor elected and appointed as Deputy Chief Elected Official by Council pursuant to section 152 of the Act;
- xiii. **“Director”** means an employee of the County of Vermilion River that reports directly to the Chief Administrative Officer and may carry some delegated or designated duties of the Chief Administrative Officer;
- xiv. **“Executive Assistant”** means an employee of the County of Vermilion River who holds the job title of Executive Assistant, reports directly to the Chief Administrative Officer, and may carry some delegated or designated duties of the Chief Administrative Officer;

- xv. **"FOIP"** means the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25, any associated regulations, and any amendments made from time to time or successor legislation;
- xvi. **"Public"** means a customer, ratepayer, resident, or visitor of the County;
- xvii. **"Reeve"** means the Councillor elected as Chief Elected Official pursuant to section 150 of the Act; and
- xviii. **"Staff"** is any and all employees of the County of Vermilion River.

GENERAL PURPOSE

- 3 The purpose of the code of conduct is to provide conduct standards for Councillors whilst performing their functions and obligations on Council and to outline a procedure for the investigation and enforcement of those conduct standards.
- 4 The code of conduct aligns with the County of Vermilion River's values of fairness, integrity, accountability, service, respect, and transparency. These values govern how Councillors conduct themselves when making decisions, and how Councillors interact with each other and the Public.
- 5 The code of conduct must:
 - i. Set out clear expectations for the behavior of Councillors;
 - ii. Provide information to the Public regarding the behaviour they can expect from County Councillors;
 - iii. Provide guidance to Councillors regarding the standard of conduct they are expected to exercise in their duties as elected officials; and
 - iv. Provide a mechanism for responding to alleged breaches of this Code of Conduct.

COUNCIL CODE OF CONDUCT

6 The Council code of conduct addresses the following matters:

7 Representing the County

i. When representing the County, all Councillors must:

- Work for the common good of the Public while promoting the public interest and advancing the mandate and long-term interests of the County as a whole;
- Conduct Council business in an open and transparent manner that promotes public confidence and trust, recognizing that an individual Councillor cannot exercise individual authority over County business;
- Exercise their duties with care, diligence and the skill that a reasonably prudent person would exercise in comparable circumstances;
- Exercise their duties by placing the interests of the County ahead of their personal interests; and
- Exercise their duties in an impartial manner while making objective decisions rather than subjective decisions based on bias or prejudice.

8 Communicating on behalf of the County

i. When communicating on behalf of the County, all Councillors must:

- Understand and agree that the Reeve, or in their absence the Deputy Reeve, is the official spokesperson for the Council;
- Understand and agree that in communicating with the Public, will not present their opinions and positions on issues as those of the County Council; and
- Understand and agree that official information related to the decisions of Council will be communicated to the community and the media on behalf of the Council as a whole.

9 Respecting the decision-making process

i. All Councillors must:

- Foster respect for the democratic decision-making process; and
- Work towards the effective and consistent application of Council decisions.

10 Adherence to policies, procedures and bylaws

i. All Councillors must:

- Respect and adhere to the established policies, procedures, and bylaws of the County thereby showing commitment to performing their duties with diligence and care.

11 Respectful interaction with Councillors, Staff, and the Public

i. All Councillors must:

- Treat fellow Councillors, Staff and the Public with respect and courtesy;
- Demonstrate a high standard of personal integrity and honesty;
- Communicate and work with fellow Councillors in an open and honest manner while promoting a spirit of cooperation through listening to and respecting those opinions that may differ;
- Conduct themselves in a manner that reflects the separation of roles and responsibilities between Council and Administration as required under the Act;
- Refrain from giving direction to any municipal employee or contracted resource, except through the CAO;
- Convey all concerns or requests for action or information directly to the CAO or as permitted by this Bylaw, communicate with the Executive Assistant or a Director without committing the County to any specific course of action, expenditure, or use of municipal resources outside of the County's established policies, procedures, or budget. The CAO reserves the right to approve a list of municipal employees that Council has permission to directly communicate with;

- Avoid any situation in which a friendship, social relationship or social interaction with a member of staff may be seen to create undue influence, access to information, conflict of interest, or to undermine the authority of the CAO;
- Not express opinions on the performance of any municipal employee except for the formal CAO performance evaluation, as specifically required by the Act; and
- Not advocate for the promotion, sanction, or termination of any municipal employee.

12 Confidential information

i. All Councillors must:

- Hold in strict confidence all information concerning matters deemed confidential and must not, either directly or indirectly, release, make public or in any way divulge any information which is deemed to be confidential unless expressly authorized by Council or required by law to do so; and
- Swear an Oath of Confidentiality, attached hereto as Appendix "A".

13 Conflict of interest, pecuniary interest, gifts and hospitality

i. No Councillor shall engage in any activity which is incompatible or inconsistent with the ethical conduct of their official duties. These activities include but are not limited to:

- The use of any influence from their position for any purpose other than official duties;
- The use of any information gained in the execution of the office that is not available to the public for any purpose other than for official duties;
- The placing of themselves in a position of obligation to any person or organization that might reasonably benefit from special consideration or may seek preferential treatment; and

- The influencing of any Council decision or decision-making process affecting a Councillor's family or organization in which a Councillor has a financial interest;
- ii. Councillors may accept hospitality, gifts or benefits that normally accompany the responsibilities of office and are received as the result of protocol or social obligation; and
- iii. Gifts received by a Councillor on behalf of the County as a matter of official protocol which have significance or historical value for the County must be left with the County.

14 Improper use of influence

- i. No Councillor is permitted to use the influence of their office for any purpose other than for the exercise of their official duties;
- ii. No Councillor is permitted to act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or a Committee of Council or any other body established by Council;
- iii. Councillors must not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to the County;
- iv. Councillors must refrain from using their positions to obtain employment with the County for themselves, family members or close associates. Councillors are ineligible to apply or be considered for any position with the County while they hold their elected position and for one year after leaving office; and
- v. No Councillor is permitted to use any facilities, equipment, supplies, services, municipal logos or other resources of the County for any election campaign or campaign-related activity.

15 Use of municipal assets and services

- i. No Councillor is permitted to use or attempt to use the County's property, funds, services, or information for personal benefit or the benefit of another individual.

16 Orientation and other training attendance

- i. Councillors must attend the mandatory orientation sessions and training opportunities for elected officials as provided post-election and during their term of office.

COMPLAINT PROCESS

17 Informal complaint process

- i. Any person, in good faith, who has identified or witnessed conduct by a Councillor that the person reasonably believes is in contravention of this bylaw may address the prohibited conduct by doing the following:
 - Advising the Councillor that their conduct violates this bylaw and encourage the Councillor to stop; and/or
 - Requesting that a Council Investigator hold an informal discussion regarding the alleged complaint with the Councillor to resolve the issue. Individuals are encouraged to pursue this informal complaint process as the first means of correcting conduct that they believe violates this bylaw. However, an individual is not required to complete this informal complaint process prior to pursuing the formal complaint process, as outlined below.

18 Formal process

- i. Any person, in good faith, is permitted to report perceived wrongdoing or make a complaint alleging a breach of the Council Code of Conduct by a Councillor by completing the Elected Official Complaint Form, attached hereto as Appendix "B".
 - The completed form must be dated, include the complainant's name, and be signed. An anonymous report or complaint shall be considered invalid. The complaint must set out reasonable and probable grounds for the allegation that the Councillor has contravened this bylaw, including a detailed description of the facts, as they are known, giving rise to the allegation.
 - The form may be mailed, hand-delivered to the County's office, or emailed to the County Investigator. If a physical copy is submitted, the form must be placed in a sealed envelope and marked "Confidential". All reasonable attempts shall be made to keep the reports and complaints confidential until a full investigation is completed to protect both the Complainant and Councillor.
 - A Complainant may withdraw the filed complaint at any point after its submission.

- Complaints shall not be received from September 1st to October 31st of an election year.

COMPLAINT PROCEDURE

19 Upon receipt of a complaint under this bylaw the following procedure must be followed:

- i. The Council Investigator must provide the complainant with a letter stating that their complaint has been received and is in the process of being reviewed;
- ii. The Council Investigator must contact the Councillor accused of conduct breach both verbally and in writing. The Councillor must receive a copy of the submitted complaint and notified of the date set for the Special Meeting scheduled to address the alleged breach of this bylaw. The Councillor under complaint is given a minimum of seven (7) days from the time of notification to prepare a response. The Councillor under investigation is not permitted contact the complainant for the duration of the investigation period;
- iii. The Council Investigator must promptly contact the CAO and schedule a Special Meeting to address the alleged breach of this bylaw;
- iv. The Council Investigator must notify Council of the Special Meeting and communicate its purpose to address a breach of the Code of Conduct;
- v. The CAO and Executive Assistant must be present for the opening of the Special meeting, leave for the closed session portion, and return for the motion coming out of the closed session to administer and take minutes of the meeting;
- vi. During the Special Meeting, Council must review the complaint received while in closed session. The accused Councillor must attend the closed session addressing the Councillor alleged of the breach as a delegation. The Councillor under complaint must leave the meeting after presenting their response and may not take part in the deliberations thereafter;
- vii. Council must review the facts as presented. Should Council come to a decision, they must choose one of the following actions:
 - Dismiss the complaint as invalid under the Code of Conduct;
 - Dismiss the complaint as frivolous or vexatious; or

- Determine that the complaint is valid and impose sanctions.
- viii. Within forty-eight (48) hours following Council's decision, both the accused Councillor and complainant must be notified by the Council Investigator, in writing, of Council's decision;
 - ix. If sanctions are imposed, the written decision must dictate the imposed sanctions. The Council Investigator must follow-up to ensure the sanctions were followed;
 - x. If Council is unable to come to a decision, they must choose one of the following actions:
 - Request legal opinion regarding the complaint; or
 - Request the County's legal counsel or another third party to investigate the complaint and report to Council through the Council Investigator.
 - xi. If the complaint requires a legal opinion, legal investigation, or third-party investigation, Council must direct the CAO to connect the Council Investigator with the County's legal service providers or the third-party investigator; and
 - xii. Once Council has obtained the necessary information through legal counsel or a third-party investigator, a second special meeting must be scheduled, and Council must follow the steps laid out in Section 19, ultimately rendering a decision and if required, imposing and enforcing sanctions.

SANCTIONS

20

Council is permitted to impose the following sanctions on a Councillor who contravenes the Council Code of Conduct:

- i. Issue a letter of reprimand addressed to the Councillor(s);
- ii. Issue an order for the Councillor(s) to issue a letter of apology;
- iii. Publish a letter of reprimand;
- iv. Impel a public apology from the Councillor;
- v. Impel the Councillor to attend relevant training;

- vi. Suspend or remove the Councillor from the position of Deputy Reeve or acting Reeve under Section 152 of the Act;
- vii. Suspend or remove the Chief Elected Official's presiding duties under Section 154 of the Act;
- viii. Suspend or remove the Councillor from some or all Council committees and bodies to which Council has the right to appoint members;
- ix. Reduce or suspend remuneration as defined in Section 275.1 of the Act to reflect a reduction in duties, excluding allowances for attendance at Council meetings. In accordance with Section 146.1(4) of the Act, sanctions imposed cannot under any circumstances prevent a Councillor from fulfilling their legislative duties, nor can a Councillor be disqualified or removed from office for a breach of this code.

COUNCIL REQUIREMENTS

- 21 Councillors must swear a statement to uphold the Code of Conduct, attached hereto as Appendix "C".

LEGISLATIVE REVIEW

- 22 The Council Code of Conduct Bylaw must be reviewed every four (4) years, following a general municipal election, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Councillors.

ENACTMENT

SHOULD any provision of this Bylaw be determined to be invalid, then such provisions shall be severed and the remaining bylaw shall be maintained.

THIS Bylaw shall come into force and effect upon receiving third and final reading and having been signed by the Reeve and Chief Administrative Officer.

Read a first time this 12 day of March, 2019.

Read a second time this 12 day of March, 2019.

Read a third time and finally passed, this 12 day of March, 2019.

SIGNED by the Reeve and Chief Administrative Officer this 14 day of March, 2019.



Reeve



Chief Administrative Officer

Current



OATH OF CONFIDENTIALITY FOR MEMBERS OF COUNCIL

I, _____ of _____, solemnly swear/affirm to the following during my term as an elected official with the County of Vermilion River:

- I acknowledge that any information that I may obtain from, or through my access to, the County of Vermilion River operations is deemed confidential information.
- I will not use, disclose, communicate or transfer any confidential information, except as required in the performance of my role.
- I will not allow any unauthorized person(s) to inspect or have access to any record containing confidential information, regardless of media format.
- I will not discuss confidential information when a member of the public is present.
- I will report any unauthorized access of confidential information to the County as soon as I become aware that such an incident occurred.
- I understand that non-compliance could result in repercussions in accordance with the Council Code of Conduct Bylaw.

I acknowledge that I have read, understood and voluntarily agree to these terms.

Dated at the County of Vermilion River Office, in Kitscoty, Alberta, this _____ of _____, 20 _____.

COUNCILLOR

CHIEF ADMINISTRATIVE OFFICER

Name: _____

Name: _____

Signature: _____

Signature: _____



ELECTED OFFICIAL COMPLAINT FORM

COMPLAINANT INFORMATION	
Full Name:	
Mailing Address:	
Phone Number:	
Email:	

I, _____ of _____, am hereby making a formal complaint that an elected official of the County of Vermilion River has breached the Council Code of Conduct bylaw #19-01 in accordance with section 18.

COMPLAINT DETAILS	
Name of Councillor:	
Date of offense that gave rise to complaint:	
Section of bylaw #19-01 that has been breached:	

Please explain, in detail, the actions and/or inactions of the Councillor who, in your opinion, has breached the Council Code of Conduct bylaw #19-01.



I hereby acknowledge that this form will be provided to the County Investigator, in strict confidence. I acknowledge that this complaint will be processed in accordance with the Council Code of Conduct bylaw #19-01.

COMPLAINANT

Name: _____ Signature: _____

Date: _____

Completed hard copy forms should be returned to the County Office in a sealed enveloped marked "confidential" and address to the County Investigator.

OFFICE USE ONLY	
County Investigator:	
Date Complaint Received:	



ELECTED OFFICIAL CODE OF CONDUCT STATEMENT

I, _____ of _____, solemnly swear/affirm to the following during my term as an elected official with the County of Vermilion River:

- I have read, understand, and agree to abide by the Council Code of Conduct Bylaw.
- I will uphold the County of Vermilion River's Council Code of Conduct Bylaw at all times.

I acknowledge that I have read, understood and voluntarily agree to these terms.

Dated at the County of Vermilion River Office, in Kitscoty, Alberta, this _____ of _____, 20 _____.

COUNCILLOR

CHIEF ADMINISTRATIVE OFFICER

Name: _____

Name: _____

Signature: _____

Signature: _____

Summary of the Proposed Code of Conduct Bylaw Changes

- General Purpose
 - Expanded in General Propose area to list the various federal and provincial legislation that Councillors must follow.
- Representing and Communicating
 - Participate in meetings.
 - Follow the chain of command and let the reeve speak on behalf of Council, no lying.
 - Be open, and transparent.
 - Decisions are made by Council as a whole.
- Respectful of staff, public, and other Councillors
 - Edited the formatting so there is no longer two sections of MUST and MUST NOT they are listed as one under section 8.
- Confidentiality
 - There was no definition of confidentiality or what was needed to remain confidential. Expanded on areas that are impacted by FOIPP and that could negatively impact the County or third parties if shared.
- Conflict of interest
 - Expanded on giving preferential treatment.
- Legal Advice
 - Added that it's a Councillors individual responsibility to seek legal advice at their expense. This expense will not be covered by the County.
- Municipal Assets
 - In this section, it previously stated that no personal use of County items could result in personal benefit.
 - Expanded to say that resources that are offered to the general public can also be used by Councillors for personal use along the same terms as general public.
 - Technology such as iPads can be used for personal matters, just not for personal gain.
- Complaint Process
 - In the current Bylaw, this would all be completed internally with Council handling the complaints, the investigation process, and the sanctions against a Councillor. The proposed Bylaw will have the Council select an external Ethics Commissioner, which is typically a mediator, at the Annual Organization meeting.

- This Ethics Commissioner is agreed upon before any issues arise by all members of Council. The Ethics Commissioner will handle the assessment of the complaint, if it is valid or not, the facilitation and reporting of the complaint, the formal investigation and reporting and provide recommendations to Council on sanctions.
 - By hiring an Ethics Commissioner it removes the personal aspect of dealing with a complaint as Council will have a working relationship with that Councillor.
 - Moving to an external Ethics Commissioner also relieves pressure from both Council and Chief Administrative Officer.
- Sanctions
 - If the Ethics Commissioner recommends sanctions, Council can accept or reject them. This means Council will not be able to pick and choose the sanctions they deem appropriate as this could get quite personal. This will streamline decisions and make the recommendations impartial, not personal.

THE COUNTY OF VERMILION RIVER IN THE PROVINCE OF ALBERTA

BYLAW 19-01

Being a Bylaw to establish a Code of Conduct for Councillors of the County of Vermilion River

WHEREAS pursuant to Section 146.1 (1) of the Municipal Government Act, R.S.A., 2000, Chapter M-26, as amended from time to time, a Council must, by Bylaw, establish a code of conduct governing the conduct of Councillors;

AND WHEREAS the establishment of a code of conduct for members of Council is consistent with the principles of transparent and accountable government;

AND WHEREAS a code of conduct ensures that a common basis of understanding for acceptable conduct is established for Councillors beyond the statutory provisions governing the conduct of councillors.

NOW THEREFORE the Council of the County of Vermilion River, in the Province of Alberta, duly assembled, enacts as follows:

1. BYLAW TITLE

1.1 This Bylaw is known as the "Council Code of Conduct Bylaw".

2. DEFINITIONS

2.1 In this Bylaw, unless the context otherwise requires or as defined by the Act:

- i. "Act" means the *Municipal Government Act*, R.S.A. 2000, c.M-26, and its associated regulations, as amended from time to time;
- ii. "Administration" means the administrative and operational staff of the County of Vermilion River;
- iii. "Chief Administrative Officer" hereinafter referred to as the CAO, means the person appointed by Bylaw, or their

designee, for the County of Vermilion River pursuant to section 205 of the Act;

- iv. "Closed Session" means a portion of a meeting closed to the Public in accordance with the Act and Freedom of Information and Protection of Privacy Act;
- v. "Committee" means a Council committee, board, commission, or other body established by Council under the Act;
- vi. "County" means the County of Vermilion River;
- vii. "Council" means all members of the County of Vermilion River Council duly elected and currently holding office;
- viii. "Councillor" means any duly elected member of Council for the County of Vermilion River including the Reeve and Deputy Reeve;
- ix. "County Property" means the County's financial and non-financial assets including but not limited to land, vehicles, equipment, electronic devices, and documents;
- x. "Confidential" means any aspect of closed session deliberations, information identified as confidential under the provisions of the Freedom of Information and Protection of Privacy Act (FOIP), and information subject to solicitor-client privilege;
- xi. "Deputy Reeve" means the Councillor elected and appointed as Deputy Chief Elected Official by Council pursuant to section 152 of the Act;
- xii. "Director" means an employee of the County of Vermilion River that reports directly to the Chief Administrative Officer and may carry some delegated or designated duties of the Chief Administrative Officer;
- xiii. "Ethics Commissioner" means the individual or body appointed by Council to receive, assess, investigate and report on complaints;

- xiv. "Executive Assistant" means an employee of the County of Vermilion River who holds the job title of Executive Assistant, reports directly to the Chief Administrative Officer, and may carry some delegated or designated duties of the Chief Administrative Officer;
- xv. "Facilitator" means a neutral third party that facilitates the complaint with the complainant and the Councillor that is the subject of the complaint.
- xvi. "FOIP" means the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25, any associated regulations, and any amendments made from time to time or successor legislation;
- xvii. "Public" means a customer, ratepayer, resident, or visitor of the County;
- xviii. "Reeve" means the Councillor elected as Chief Elected Official pursuant to section 150 of the Act; and
- xix. "Staff" is any and all employees of the County of Vermilion River.

3. GENERAL PURPOSE

- 3.1 The purpose of the code of conduct is to provide conduct standards for Councillors whilst performing their functions and obligations on Council and to outline a procedure for the investigation and enforcement of those conduct standards.
- 3.2 The code of conduct aligns with the County of Vermilion River's values of fairness, integrity, accountability, service, respect, and transparency. These values govern how Councillors conduct themselves when making decisions, and how Councillors interact with each other and the Public.
- 3.3 The code of conduct must:
 - i. Set out clear expectations for the behavior of Councillors;

- ii. Provide information to the Public regarding the behaviour they can expect from County Councillors
- iii. Provide guidance to Councillors regarding the standard of conduct they are expected to exercise in their duties as elected officials; and
- iv. Provide a mechanism for responding to alleged breaches of this Code of Conduct.

3.4 This code of conduct is intended to supplement any other legal duties imposed on a Councillor by an enactment, Bylaw, or Council-approved policy, including:

- i. Alberta Human Rights Act; RSA 2000, c A-25.5;
- ii. Freedom of Information and Protection of Privacy Act;
- iii. Local Authorities Election Act, RSA 2000, c L-21;
- iv. Municipal Government Act; and
- v. Occupational Health and Safety Act, SA 2017, c 0-2.1.

4. Representing the County

4.1 When representing the County, all Councillors must:

- i. Conduct themselves in a professional manner and make every effort to participate diligently in the meetings of Council, committees of Council and other bodies to which they are appointed by Council;
- ii. Work for the common good of the Public while promoting the Public interest and advancing the mandate and long-term interests of the County as a whole;
- iii. Conduct Council business in an open and transparent manner that promotes Public confidence and trust, recognizing that an individual Councillor cannot exercise individual authority over County business;
- iv. Exercise their duties with care, diligence and the skill that a reasonably prudent person would exercise in comparable circumstances;
- v. Exercise their duties by placing the interests of the County ahead of their personal interests; and
- vi. Exercise their duties in an impartial manner while making objective decisions rather than subjective decisions based on bias or prejudice.

5. Communicating on behalf of the County

5.1 When communicating on behalf of the County, all Councillors must:

- i. A Councillor must not claim to speak on behalf of the Council unless authorized to do so.
- ii. Unless authorized to do so, understand and agree that the Reeve, or in their absence the Deputy Reeve, is the official spokesperson for the Council. All inquires from the media regarding an official Council position on an issue must be referred to Council's official spokesperson;
- iii. Understand and agree that in communicating with the Public, will not present their opinions and positions on issues as those of the County Council;
- iv. Understand and agree that official information related to the decisions of Council will be communicated to the community and the media on behalf of the Council as a whole.
- v. Councillors must not make a statement when they know that the statement is false and;
- vi. Councillors must make a statement with the intent to mislead Council or members of the public.

6. Respecting the decision-making process

6.1 Decision making authority lies with Council, and not with any individual Councillor. Council may only act by Bylaw or resolution passed at a Council meeting held in public at which there is a quorum present. A Councillor must not, unless authorized by Council, attempt to bind the County or give direction to employees in Administration, agents, contractors, consultants or other service providers or prospective vendors to the Municipality.

6.2 Councillors must conduct and convey Council business and all their duties in an open and transparent manner other than for those matters which by law are authorized to be dealt with in a confidential manner in a closed session, and in so doing, allow the public to view the process and rationale which was used to reach decisions and the reasons for taking certain actions.

- 6.3 Councillors must accurately communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

7. Adherence to Policies, Procedures and Bylaws

- 7.1 A Councillors will respect the County as an institution, its Bylaws, policies and procedures and must encourage public respect for the Municipality, its Bylaws, policies and procedures.
- 7.2 Not encourage disobedience of any Bylaw, policy or procedure of the County in responding to a member of the public, as this undermines public confidence in the County and in the rule of law.
- 7.3 Councillors must be transparent and accountable with respect to all expenditures and strictly comply with all municipal Bylaws, policies and procedures regarding claims for remuneration and expenses.

8. Respectful interaction with Councillors, Staff, the Public and Others

- 8.1 Councillors must treat fellow Councillors, Staff and the Public with respect and courtesy without abuse, bullying or intimidation. Councillors must not use indecent, abusive, discriminatory, or insulting words, expressions or gestures toward another Councillor, any employee of the County or any member of the public;
- 8.2 Councillors must demonstrate a high standard of personal integrity and honesty;
- 8.3 Councillors must communicate and work with fellow Councillors in an open and honest manner while promoting a spirit of cooperation through listening to and respecting those opinions that may differ;
- 8.4 Councillors must conduct themselves in a manner that reflects the separation of roles and responsibilities between Council and Administration as required under the Act;
- 8.5 Councillors must refrain from giving direction to any municipal employee or contracted resource, except through the CAO;
- 8.6 Councillors must convey all concerns or requests for action or information directly to the CAO or as permitted by this Bylaw, communicate with the Executive Assistant or a Director without

committing the County to any specific course of action, expenditure, or use of municipal resources outside of the County's established policies, procedures, or budget. The CAO reserves the right to approve a list of municipal employees that Council has permission to directly communicate with;

- 8.7 Councillors must avoid any situation in which a friendship, social relationship or social interaction with a member of staff may be seen to create undue influence, access to information, conflict of interest, or to undermine the authority of the CAO;
- 8.8 Councillors must not involve themselves in matters of Administration, which fall within the jurisdiction of the CAO as described above;
- 8.9 Councillors must not use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any employee of the County with the intent of interfering in the employee's duties;
- 8.10 Councillors must not maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of employees or other Councillors of the Municipality
- 8.11 Councillors must not express opinions on the performance of any municipal employee except for the formal CAO performance evaluation, as specifically required by the Act; and
- 8.12 Councillors must not advocate for the promotion, sanction, or termination of any municipal employee.

9. Confidential information

9.1 Confidential information includes information in the possession of, or received in confidence by, the County that the County is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose under FOIP or any other legislation, or any other information that pertains to the business of the Municipality, and is generally considered to be of a confidential nature, including but not limited to information concerning:

- i. The security of the property of the Municipality;

- ii. A proposed or pending acquisition or disposition of land or other property;
 - iii. A tender that has or will be issued but has not been awarded;
 - iv. Contract negotiations;
 - v. Employment and labour relations;
 - vi. Draft documents and legal instruments, including reports, policies, Bylaws and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
 - vii. Litigation or potential litigation, including matters before administrative tribunals;
 - viii. Law enforcement matters; and
 - ix. Advice that is subject to solicitor-client privilege.
- 9.2 Councillors must Hold in strict confidence all information concerning matters deemed confidential and must not, either directly or indirectly, release, make public or in any way divulge any information which is deemed to be confidential unless expressly authorized by Council or required by law to do so; and
- 9.3 Swear an Oath of Confidentiality, attached hereto as Appendix "A".

10. Conflict of interest, pecuniary interest, gifts and hospitality

- 10.1 No Councillor shall engage in any activity which is incompatible or inconsistent with the ethical conduct of their official duties. These activities include but are not limited to:
- i. The use of any influence from their position for any purpose other than official duties;
 - ii. The use of any information gained in the execution of the office that is not available to the Public for any purpose other than for official duties;
 - iii. The placing of themselves in a position of obligation to any person or organization that might reasonably benefit from special consideration or may seek preferential treatment;

- iv. The influencing of any Council decision or decision-making process affecting a Councillor's family or organization in which a Councillor has a financial interest;
 - v. Councillors may accept hospitality, gifts or benefits that normally accompany the responsibilities of office and are received as the result of protocol or social obligation; and
 - vi. Gifts received by a Councillor on behalf of the County as a matter of official protocol which have significance or historical value for the County must be left with the County.
- 10.2 When exercising official duties, a Councillor must not give preferential treatment to any person or organization with the intent of advancing the Councillor's private interests or for their personal benefit.
- 10.3 It is the individual responsibility of each Councillor to seek independent legal advice, at the Councillor's sole expense, with respect to any situation that may result in a pecuniary or other conflict of interest.

11. Improper use of influence

- 11.1 No Councillor is permitted to use the influence of their office for any purpose other than for the exercise of their official duties;
- 11.2 No Councillor is permitted to act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or a Committee of Council or any other body established by Council;
- 11.3 Councillors must not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to the County;
- 11.4 Councillors must refrain from using their positions to obtain employment with the County for themselves, family members or close associates. Councillors are ineligible to apply or be considered for any position with the County while they hold their elected position and for one year after leaving office; and
- 11.5 No Councillor is permitted to use any facilities, equipment, supplies, services, municipal logos or other resources of the County for any election campaign or campaign-related activity.

12. Use of municipal assets and services

- 12.1 Councillors must use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Councillor, subject to the following limited exceptions:
- i. Municipal property, equipment, service, supplies and staff resources that are available to the general Public may be used by a Councillor for personal use upon the same terms and conditions as members of the general Public, including booking and payment of any applicable fees or charges;
 - ii. Electronic communication devices, including but not limited to desktop computers, laptops, tablets and smartphones, which are supplied by the County to a Councillor may be used by the Councillor for personal use, provided that the use is not for personal gain, offensive or inappropriate.

13. Orientation and other training attendance

- 13.1 Councillors must attend the mandatory orientation sessions and training opportunities for elected officials as provided post-election and during their term of office.

14. Informal complaint process

- 14.1 Any person, in good faith, who has identified or witnessed conduct by a Councillor that the person reasonably believes is in contravention of this Bylaw may address the prohibited conduct by doing the following:
- i. Advising the Councillor that their conduct violates this Bylaw and encourage the Councillor to stop; and/or
 - ii. Requesting the Reeve to assist in the informal discussion of the alleged complaint with the Councillor in attempt to resolve the issue or;
 - iii. In the event that the Reeve is the subject of, or is implicated in a complaint, the person may request the assistance of the Deputy Reeve.
- 14.2 Individuals are encouraged to pursue this informal complaint process as the first means of correcting conduct that they believe violates this Bylaw. However, an individual is not required to complete this

informal complaint process prior to pursuing the formal complaint process.

15. Ethics Commissioner and List of Facilitators

- 15.1 The Ethics Commissioner is appointed initially at a regular Council Meeting and once established the Ethics Commissioner will be appointed annually at the Council's Organizational Meeting.
- 15.2 The List of Facilitators is approved annually at the Council's Organizational Meeting.

16. Formal process

- 16.1 Any Councillor who allegedly has identified or witnessed conduct by a Councillor that they reasonably believe, in good faith, is in contravention of this Bylaw may file a formal complaint in accordance with the following procedure:
 - i. All complaints must be made in writing and must be dated and signed by an identifiable Councillor;
 - ii. Name the Councillor alleged to have contravened this Bylaw;
 - iii. Include the provisions of the Council Code of Conduct Bylaw allegedly contravened and the facts surrounding the allegation, including any witnesses;
 - iv. The complaint must set out reasonable and probable grounds for the allegation that the Councillor has contravened this Bylaw, including a detailed description of the facts, as they are known, giving rise to the allegation;
 - v. All complaints must be addressed to the Ethics Commissioner; and
 - vi. If the facts, as reported, include the name of one or more Councillors who are alleged to be responsible for the breach of this Bylaw, the Councillor or Councillors concerned must receive a copy of the complaint submitted to the Ethics Commissioner.
- 16.2 A complaint must be received by the Ethics Commissioner, not later than 60 days after the date the person became aware of the

conduct giving rise to the complaint. The Ethics Commissioner may use their discretion to grant extensions if:

- i. The delay occurred in good faith;
- ii. It is in the public interest to conduct an investigation or to give consideration;
- iii. Whether to conduct an investigation; and
- iv. No substantial prejudice will result to any person because of the delay.

16.3 The Ethics Commissioner upon receiving a complaint will notify Council and the CAO, via a confidential email, that a complaint has been received.

17. Assessment

17.1 On receipt of a complaint, an initial assessment will be completed. Complaints that:

- i. Are not about a current Councillor;
- ii. Allege criminal activity;
- iii. Allege a violation of the Municipal Government Act;
- iv. Allege a violation of the Freedom of Information and Protection of Privacy Act; or
- v. Are covered by other applicable legislative appeal, complaint, or court processes.

Will be immediately refused and the complainant will be advised of in writing, with reasons and provided with information regarding other options, if applicable.

17.2 If a complaint is not dismissed by the Ethics Commissioner under section 17.1, it must be referred to a Facilitator for resolution, unless the Ethics Commissioner determines that facilitation would not be appropriate and a formal investigation of the complaint is required.

17.3 Complaints accepted by the Ethics Commissioner will be investigated, however:

- i. Complaints received or under investigation within 90 days prior to a municipal election may be suspended until after election day; and

- ii. If the Ethics Commissioner determines that a complaint is frivolous, vexatious, or made in bad faith, the Ethics Commissioner will immediately dismiss the complaint.

Reporting for delayed, suspended or refused complaint

- 17.4 The Ethics Commissioner will provide a report for information to Council on any submission that is delayed, suspended or refused.
 - i. The report must summarize the submission and provide the reasons for the delaying, suspending or refusing the code of conduct complaint.
 - ii. The commissioner may also provide recommendations to council on how to address the submission.

18. Facilitation

- 18.1 The Ethics Commissioner will select the Facilitator from a pre-approved list of facilitators.
- 18.2 The Ethics Commissioner may also facilitate the complaint, if both parties consent.
- 18.3 The facilitation must be completed within 30 days upon being contacted by the Ethics Commissioner unless the parties and the Ethics Commissioner mutually agree to extend the deadline.
- 18.4 The facilitation must be conducted in a fair, timely, and confidential manner.
 - i. The Facilitator is a neutral third party that does not have decision making authority; and
 - ii. The parties to the facilitation will participate in good faith and will be responsible for determining the mutually agreed upon resolutions.
- 18.5 If a complaint is not able to be resolved through facilitation, the Ethics Commissioner will conduct a formal investigation. Formal investigations must be conducted in a fair, timely, and confidential manner that respects the principles of procedural fairness and natural justice.

Reporting

- 18.6 If a complaint is resolved, through facilitation, the Facilitator must provide a report to the Ethics Commissioner summarizing the complaint and the resolution agreed to by the parties.
- 18.7 If a complaint was not resolved through a facilitation, the Facilitator must provide a report to the Ethics Commissioner on:
- i. Summary of the complaint;
 - ii. A summary of what issues were resolved and unresolved;
 - iii. A summary of agreement on the resolved issues; and
 - iv. A summary of the positions of the parties on the unresolved issues.
- 18.8 The Ethics Commissioner upon receiving a report that there was no resolution through facilitation on a particular issue by the parties will conduct a formal investigation only on the outstanding issues that were not resolved.
- 18.9 After receiving the Facilitator's report, the Ethics Commissioner will inform Council via confidential email, of the outcome of the facilitation, including whether a formal investigation will be conducted.

19. Formal Investigation

- 19.1 Formal investigations must be conducted in a fair, timely, and confidential manner that respects the principles of procedural fairness and natural justice.
- 19.2 The complainant and respondent Councillor will receive written notice of the investigation, and the respondent Councillor will receive a copy of the complaint. Names of complainants and witnesses may be provided to the respondent Councillor if:
- i. The investigation cannot be completed without releasing the complainant's name; or
 - ii. The respondent Councillor require the name to properly respond to the allegations.
- 19.3 During an investigation, a complainant or witness may be asked to provide additional information.

- 19.4 The respondent Councillor is entitled to disclosure of all relevant information gathered during an investigation.
- 19.5 Once all relevant information has been provided to the respondent Councillor by the Ethics Commissioner, the respondent Councillor will have 15 days to respond to the complaint in writing and may provide any further information in support of their response. This deadline may be extended at the discretion of the Ethics Commissioner.
- 19.6 The Ethics Commissioner will strive to complete investigations within 90 days of the date the complaint is accepted.
- 19.7 Nothing in this Bylaw restricts the Ethics Commissioner from providing interim reports to Council on any matter relevant to a complaint, including reports of any interference, obstruction, or retaliation with an ongoing investigation.

Reporting

- 19.8 Following the investigation, if the Ethics Commissioner believes the complaint is substantiated, they must provide a report to Council. The report must contain:
- i. Summary of the complaint;
 - ii. Summary of the reasons facilitation was inappropriate to resolve the complaint;
 - iii. A summary of information gathered and conclusions made; and
 - iv. A recommended resolution, including any recommended sanctions in accordance with section 20.
- 19.9 Reports to Council from the Ethics Commissioner will be discussed in private if permitted by the Municipal Government Act.

20. Sanctions

- 20.1 Council may accept, vary, replace, or reject the recommendations of the Ethics Commissioner.
- 20.2 Council may not impose any sanction that has the effect of preventing the Councillor from fulfilling their legislated duties.

- 20.3 Council may, in accordance with the Freedom of Information and Protection of Privacy Act, direct that the details of the sanction imposed be released to the Public or remain private.
- 20.4 When imposing a sanction, including deciding whether to release the details of the sanction to the Public, Council must consider the following:
- i. The severity or consequences of the contravention;
 - ii. The consequences of the contravention;
 - iii. The principles and intent of this code of conduct;
 - iv. The Public interest; and
 - v. Whether the Councillor has previously contravened this code of conduct.
- 20.5 Nothing in this Bylaw requires Council to impose a sanction for every substantiated complaint. Contraventions that were inadvertent or made in good faith may result in no sanction being imposed.

19. COUNCIL REQUIREMENTS

- 21.1 Councillors must swear a statement to uphold the Code of Conduct, attached hereto as Appendix "C".

20. LEGISLATIVE REVIEW

- 22.1 The Council Code of Conduct Bylaw must be reviewed every four years, following a general municipal election, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Councillors.

ENACTMENT

SHOULD any provision of this Bylaw be determined to be invalid, then such provisions shall be severed and the remaining Bylaw shall be maintained.

THIS Bylaw shall come into force and effect upon receiving third and final reading and having been signed by the Reeve and Chief Administrative Officer.

Read a first time this _____ day of _____, 20____.

Read a second time this _____ day of _____, 20____.

Read a third time and finally passed, this _____ day of _____, 20____.

SIGNED by the Reeve and Chief Administrative Officer this ____ day of _____, 20____.

Reeve

Chief Administrative Officer

THE COUNTY OF VERMILION RIVER IN THE PROVINCE OF ALBERTA

BYLAW 19-01

Being a Bylaw to establish a Code of Conduct for Councillors of the County of Vermilion River

WHEREAS pursuant to Section 146.1 (1) of the Municipal Government Act, R.S.A., 2000, Chapter M-26, as amended from time to time, a Council must, by Bylaw, establish a code of conduct governing the conduct of Councillors;

AND WHEREAS the establishment of a code of conduct for members of Council is consistent with the principles of transparent and accountable government;

AND WHEREAS a code of conduct ensures that a common basis of understanding for acceptable conduct is established for Councillors beyond the statutory provisions governing the conduct of councillors.

NOW THEREFORE the Council of the County of Vermilion River, in the Province of Alberta, duly assembled, enacts as follows:

1. **BYLAW TITLE**

1.1 This Bylaw is known as the "Council Code of Conduct Bylaw".

2. **DEFINITIONS**

2.1 In this Bylaw, unless the context otherwise requires or as defined by the Act:

- i. "Act" means the *Municipal Government Act*, R.S.A. 2000, c.M-26, and its associated regulations, as amended from time to time;
- ii. "Administration" means the administrative and operational staff of the County of Vermilion River;
- iii. "Chief Administrative Officer" hereinafter referred to as the CAO, means the person appointed by Bylaw, or their

designee, for the County of Vermilion River pursuant to section 205 of the Act;

- iv. "Closed Session" means a portion of a meeting closed to the Public in accordance with the Act and Freedom of Information and Protection of Privacy Act;
- v. "Committee" means a Council committee, board, commission, or other body established by Council under the Act;
- vi. "County" means the County of Vermilion River;
- vii. "Council" means all members of the County of Vermilion River Council duly elected and currently holding office;
- ~~viii. "Council Investigator" means the person in charge of receiving the complaint and leader of the bylaw process. The Council Investigator is the Reeve, or in the perceived wrongdoing of the Reeve, the Deputy Reeve. If the perceived wrongdoing affects both the Reeve and the Deputy Reeve, Council will appoint an Investigator from among its members;~~
- ix. "Councillor" means any duly elected member of Council for the County of Vermilion River including the Reeve and Deputy Reeve;
- x. "County Property" means the County's financial and non-financial assets including but not limited to land, vehicles, equipment, electronic devices, and documents;
- xi. "Confidential" means any aspect of closed session deliberations, information identified as confidential under the provisions of the Freedom of Information and Protection of Privacy Act (FOIP), and information subject to solicitor-client privilege;
- xii. "Deputy Reeve" means the Councillor elected and appointed as Deputy Chief Elected Official by Council pursuant to section 152 of the Act;
- xiii. "Director" means an employee of the County of Vermilion River that reports directly to the Chief Administrative Officer

and may carry some delegated or designated duties of the Chief Administrative Officer;

- xiv. "Ethics Commissioner" means the individual or body appointed by Council to receive, assess, investigate and report on complaints;
- xv. "Executive Assistant" means an employee of the County of Vermilion River who holds the job title of Executive Assistant, reports directly to the Chief Administrative Officer, and may carry some delegated or designated duties of the Chief Administrative Officer;
- xvi. "Facilitator" means a neutral third party that facilitates the complaint with the complainant and the Councillor that is the subject of the complaint.
- xvii. "FOIP" means the Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25, any associated regulations, and any amendments made from time to time or successor legislation;
- xviii. "Public" means a customer, ratepayer, resident, or visitor of the County;
- xix. "Reeve" means the Councillor elected as Chief Elected Official pursuant to section 150 of the Act; and
- xx. "Staff" is any and all employees of the County of Vermilion River.

3. GENERAL PURPOSE

- 3.1 The purpose of the code of conduct is to provide conduct standards for Councillors whilst performing their functions and obligations on Council and to outline a procedure for the investigation and enforcement of those conduct standards.
- 3.2 The code of conduct aligns with the County of Vermilion River's values of fairness, integrity, accountability, service, respect, and transparency. These values govern how Councillors conduct themselves when

making decisions, and how Councillors interact with each other and the Public.

3.3 The code of conduct must:

- i. Set out clear expectations for the behavior of Councillors;
- ii. Provide information to the Public regarding the behaviour they can expect from County Councillors
- iii. Provide guidance to Councillors regarding the standard of conduct they are expected to exercise in their duties as elected officials; and
- iv. Provide a mechanism for responding to alleged breaches of this Code of Conduct.

3.4 This code of conduct is intended to supplement any other legal duties imposed on a Councillor by an enactment, Bylaw, or Council-approved policy, including:

- i. Alberta Human Rights Act; RSA 2000, c A-25.5;
- ii. Freedom of Information and Protection of Privacy Act;
- iii. Local Authorities Election Act, RSA 2000, c L-21;
- iv. Municipal Government Act;
- v. Occupational Health and Safety Act, SA 2017, c 0-2.1; and

4. Representing the County COUNCIL CODE OF CONDUCT

~~The Council code of conduct addresses the following matters:
Representing the County~~

4.1 When representing the County, all Councillors must:

- i. ~~Conduct themselves in a professional manner and make every effort to participate diligently in the meetings of Council, committees of Council and other bodies to which they are appointed by Council;~~
- ii. Work for the common good of the Public while promoting the Public interest and advancing the mandate and long-term interests of the County as a whole;
- iii. Conduct Council business in an open and transparent manner that promotes Public confidence and trust, recognizing that an individual Councillor cannot exercise individual authority over County business;

- iv. Exercise their duties with care, diligence and the skill that a reasonably prudent person would exercise in comparable circumstances;
- v. Exercise their duties by placing the interests of the County ahead of their personal interests; and
- vi. Exercise their duties in an impartial manner while making objective decisions rather than subjective decisions based on bias or prejudice.

5. Communicating on behalf of the County

5.1 When communicating on behalf of the County, all Councillors must:

- i. A Councillor must not claim to speak on behalf of the Council unless authorized to do so.
- ii. Unless authorized to do so, understand and agree that the Reeve, or in their absence the Deputy Reeve, is the official spokesperson for the Council. All inquires from the media regarding an official Council position on an issue must be referred to Council's official spokesperson;
- iii. Understand and agree that in communicating with the Public, will not present their opinions and positions on issues as those of the County Council;
- iv. Understand and agree that official information related to the decisions of Council will be communicated to the community and the media on behalf of the Council as a whole.
- v. Councillors must not make a statement when they know that the statement is false and;
- vi. Councillors must make a statement with the intent to mislead Council or members of the public.

6. Respecting the decision-making process

6.1 Decision making authority lies with Council, and not with any individual Councillor. Council may only act by Bylaw or resolution passed at a Council meeting held in public at which there is a quorum present. A Councillor must not, unless authorized by Council, attempt to bind the County or give direction to employees in Administration, agents, contractors, consultants or other service providers or prospective vendors to the Municipality.

6.2 Councillors must conduct and convey Council business and all their duties in an open and transparent manner other than for those matters which by law are authorized to be dealt with in a confidential manner in a closed session, and in so doing, allow the public to view the process and rationale which was used to reach decisions and the reasons for taking certain actions.

6.3 Councillors must accurately communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

~~i. All Councillors must:~~

~~i. Foster respect for the democratic decision-making process; and~~

~~ii. Work towards the effective and consistent application of Council decisions.~~

7. Adherence to Policies, Procedures and Bylaws

~~1. All Councillors must:~~

~~must respect and adhere to the established policies, procedures, and bylaws of the County thereby showing commitment to performing their duties with diligence and care.~~

7.1 A Councillors will respect the County as an institution, its Bylaws, policies and procedures and must encourage public respect for the Municipality, its Bylaws, policies and procedures.

7.2 Not encourage disobedience of any Bylaw, policy or procedure of the County in responding to a member of the public, as this undermines public confidence in the County and in the rule of law.

7.3 Councillors must be transparent and accountable with respect to all expenditures and strictly comply with all municipal Bylaws, policies and procedures regarding claims for remuneration and expenses.

8. Respectful interaction with Councillors, Staff, the Public and Others

~~1. All Councillors must:~~

8.1 Councillors must treat fellow Councillors, Staff and the Public with respect and courtesy without abuse, bullying or intimidation.

Councillors must not use indecent, abusive, discriminatory, or insulting words, expressions or gestures toward another Councillor, any employee of the County or any member of the public;

- 8.2 Councillors must demonstrate a high standard of personal integrity and honesty;
- 8.3 Councillors must communicate and work with fellow Councillors in an open and honest manner while promoting a spirit of cooperation through listening to and respecting those opinions that may differ;
- 8.4 Councillors must conduct themselves in a manner that reflects the separation of roles and responsibilities between Council and Administration as required under the Act;
- 8.5 Councillors must refrain from giving direction to any municipal employee or contracted resource, except through the CAO;
- 8.6 Councillors must convey all concerns or requests for action or information directly to the CAO or as permitted by this Bylaw, communicate with the Executive Assistant or a Director without committing the County to any specific course of action, expenditure, or use of municipal resources outside of the County's established policies, procedures, or budget. The CAO reserves the right to approve a list of municipal employees that Council has permission to directly communicate with;
- 8.7 Councillors must avoid any situation in which a friendship, social relationship or social interaction with a member of staff may be seen to create undue influence, access to information, conflict of interest, or to undermine the authority of the CAO;

~~8.7.1 Councillors must not:~~

- 8.8 Councillors must not involve themselves in matters of Administration, which fall within the jurisdiction of the CAO as described above;
- 8.9 Councillors must not use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any employee of the County with the intent of interfering in the employee's duties;

- 8.10 Councillors must not maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of employees or other Councillors of the Municipality
- 8.11 Councillors must not express opinions on the performance of any municipal employee except for the formal CAO performance evaluation, as specifically required by the Act; and
- 8.12 Councillors must not advocate for the promotion, sanction, or termination of any municipal employee.

9. Confidential information

~~1. All Councillors must:~~

- 9.1 Confidential information includes information in the possession of, or received in confidence by, the County that the County is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose under FOIP or any other legislation, or any other information that pertains to the business of the Municipality, and is generally considered to be of a confidential nature, including but not limited to information concerning:
- i. The security of the property of the Municipality;
 - ii. A proposed or pending acquisition or disposition of land or other property;
 - iii. A tender that has or will be issued but has not been awarded;
 - iv. Contract negotiations;
 - v. Employment and labour relations;
 - vi. Draft documents and legal instruments, including reports, policies, Bylaws and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
 - vii. Litigation or potential litigation, including matters before administrative tribunals;
 - viii. Law enforcement matters; and
 - ix. Advice that is subject to solicitor-client privilege.
- 9.2 Councillors must Hold in strict confidence all information concerning matters deemed confidential and must not, either directly or

indirectly, release, make public or in any way divulge any information which is deemed to be confidential unless expressly authorized by Council or required by law to do so; and

9.3 Swear an Oath of Confidentiality, attached hereto as Appendix "A".

10. Conflict of interest, pecuniary interest, gifts and hospitality

10.1 No Councillor shall engage in any activity which is incompatible or inconsistent with the ethical conduct of their official duties. These activities include but are not limited to:

- i. The use of any influence from their position for any purpose other than official duties;
- ii. The use of any information gained in the execution of the office that is not available to the Public for any purpose other than for official duties;
- iii. The placing of themselves in a position of obligation to any person or organization that might reasonably benefit from special consideration or may seek preferential treatment;
- iv. The influencing of any Council decision or decision-making process affecting a Councillor's family or organization in which a Councillor has a financial interest;
- v. Councillors may accept hospitality, gifts or benefits that normally accompany the responsibilities of office and are received as the result of protocol or social obligation; and
- vi. Gifts received by a Councillor on behalf of the County as a matter of official protocol which have significance or historical value for the County must be left with the County.

10.2 When exercising official duties, a Councillor must not give preferential treatment to any person or organization with the intent of advancing the Councillor's private interests or for their personal benefit.

10.3 It is the individual responsibility of each Councillor to seek independent legal advice, at the Councillor's sole expense, with respect to any situation that may result in a pecuniary or other conflict of interest.

11. Improper use of influence

- 11.1 No Councillor is permitted to use the influence of their office for any purpose other than for the exercise of their official duties;
- 11.2 No Councillor is permitted to act as a paid agent to advocate on behalf of any individual, organization or corporate entity before Council or a Committee of Council or any other body established by Council;
- 11.3 Councillors must not contact or otherwise attempt to influence members of any adjudicative body regarding any matter before it relating to the County;
- 11.4 Councillors must refrain from using their positions to obtain employment with the County for themselves, family members or close associates. Councillors are ineligible to apply or be considered for any position with the County while they hold their elected position and for one year after leaving office; and
- 11.5 No Councillor is permitted to use any facilities, equipment, supplies, services, municipal logos or other resources of the County for any election campaign or campaign-related activity.

12. Use of municipal assets and services

~~No Councillor is permitted to use or attempt to use the County's property, funds, services, or information for personal benefit or the benefit of another individual.~~

- 12.1 Councillors must use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Councillor, subject to the following limited exceptions:
 - i. Municipal property, equipment, service, supplies and staff resources that are available to the general Public may be used by a Councillor for personal use upon the same terms and conditions as members of the general Public, including booking and payment of any applicable fees or charges;
 - ii. Electronic communication devices, including but not limited to desktop computers, laptops, tablets and smartphones, which are supplied by the County to a Councillor may be used by the Councillor for personal use, provided that the use is not for personal gain, offensive or inappropriate.

13. Orientation and other training attendance

- 13.1 Councillors must attend the mandatory orientation sessions and training opportunities for elected officials as provided post-election and during their term of office.

COMPLAINT PROCESS

14. Informal complaint process

- 14.1 Any person, in good faith, who has identified or witnessed conduct by a Councillor that the person reasonably believes is in contravention of this Bylaw may address the prohibited conduct by doing the following:
- i. Advising the Councillor that their conduct violates this Bylaw and encourage the Councillor to stop; and/or
 - ii. Requesting the Reeve to assist in the informal discussion of the alleged complaint with the Councillor in attempt to resolve the issue or;
 - iii. In the event that the Reeve is the subject of, or is implicated in a complaint, the person may request the assistance of the Deputy Reeve.
 - ~~iv. Requesting that a Council Investigator hold an informal discussion regarding the alleged complaint with the Councillor to resolve the issue.~~
- 14.2 Individuals are encouraged to pursue this informal complaint process as the first means of correcting conduct that they believe violates this Bylaw. However, an individual is not required to complete this informal complaint process prior to pursuing the formal complaint process, ~~as outlined below.~~

15. Ethics Commissioner and List of Facilitators

- 15.1 The Ethics Commissioner is appointed initially at a regular Council Meeting and once established the Ethics Commissioner will be appointed annually at the Council's Organizational Meeting.
- 15.2 The List of Facilitators is approved annually at the Council's Organizational Meeting.

16. Formal process

- 16.1 Any Councillor who allegedly has identified or witnessed conduct by a Councillor that they reasonably believe, in good faith, is in contravention of this Bylaw may file a formal complaint in accordance with the following procedure:
- i. All complaints must be made in writing and must be dated and signed by an identifiable Councillor;
 - ii. Name the Councillor alleged to have contravened this Bylaw;
 - iii. Include the provisions of the Council Code of Conduct Bylaw allegedly contravened and the facts surrounding the allegation, including any witnesses;
 - iv. The complaint must set out reasonable and probable grounds for the allegation that the Councillor has contravened this Bylaw, including a detailed description of the facts, as they are known, giving rise to the allegation;
 - v. All complaints must be addressed to the Ethics Commissioner.
 - vi. If the facts, as reported, include the name of one or more Councillors who are alleged to be responsible for the breach of this Bylaw, the Councillor or Councillors concerned must receive a copy of the complaint submitted to the Ethics Commissioner.
- 16.2 A complaint must be received by the Ethics Commissioner, not later than 60 days after the date the person became aware of the conduct giving rise to the complaint. The Ethics Commissioner may use their discretion to grant extensions if:
- i. The delay occurred in good faith;
 - ii. It is in the public interest to conduct an investigation or to give consideration
 - iii. Whether to conduct an investigation; and
 - iv. No substantial prejudice will result to any person because of the delay.
- 16.3 The Ethics Commissioner upon receiving a complaint will notify Council and the CAO, via a confidential email, that a complaint has been received.

- ~~i. Any person, in good faith, is permitted to report perceived wrongdoing or make a complaint alleging a breach of the Council Code of Conduct by a Councillor by completing the Elected Official Complaint Form, attached hereto as Appendix "B".~~
- ~~i. The completed form must be dated, include the complainant's name, and be signed. An anonymous report or complaint shall be considered invalid. The complaint must set out reasonable and probable grounds for the allegation that the Councillor has contravened this bylaw, including a detailed description of the facts, as they are known, giving rise to the allegation.~~
- ~~ii. The form may be mailed, hand delivered to the County's office, or emailed to the County Investigator. If a physical copy is submitted, the form must be placed in a sealed envelope and marked "Confidential". All reasonable attempts shall be made to keep the reports and complaints confidential until a full investigation is completed to protect both the Complainant and Councillor.~~
- ~~iii. A Complainant may withdraw the filed complaint at any point after its submission.~~
- ~~iv. Complaints shall not be received from September 1st to October 31st of an election year.~~

17. Assessment

17.1 On receipt of a complaint, an initial assessment will be completed .
Complaints that:

- i. Are not about a current Councillor;
- ii. Allege criminal activity;
- iii. Allege a violation of the Municipal Government Act;
- iv. Allege a violation of the Freedom of Information and Protection of Privacy Act; or

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Will be immediately refused and the complainant will be advised of in writing, with reasons and provided with information regarding other options, if applicable.

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- i. The investigation cannot be completed without releasing the complainant's name; or
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- 19.3 During an investigation, a complainant or witness may be asked to provide additional information.
- 19.4 The respondent Councillor is entitled to disclosure of all relevant information gathered during an investigation.
- 19.5 Once all relevant information has been provided to the respondent Councillor by the Ethics Commissioner, the respondent Councillor will have 15 days to respond to the complaint in writing and may provide any further information in support of their response. This deadline may be extended at the discretion of the Ethics Commissioner.
- 19.6 The Ethics Commissioner will strive to complete investigations within 90 days of the date the complaint is accepted.
- 19.7 Nothing in this Bylaw restricts the Ethics Commissioner from providing interim reports to Council on any matter relevant to a complaint, including reports of any interference, obstruction, or retaliation with an ongoing investigation.

Reporting

- 19.8 Following the investigation, if the Ethics Commissioner believes the complaint is substantiated, they must provide a report to Council. The report must contain:

- i. Summary of the complaint;
- ii. Summary of the reasons facilitation was inappropriate to resolve the complaint;
- iii. A summary of information gathered and conclusions made; and
- iv. A recommended resolution, including any recommended sanctions in accordance with section 20.

19.9 Reports to Council from the Ethics Commissioner will be discussed in private if permitted by the Municipal Government Act.

COMPLAINT PROCEDURE

19. ~~Upon receipt of a complaint under this bylaw the following procedure must be followed:~~

- ~~i. The Council Investigator must provide the complainant with a letter stating that their complaint has been received and is in the process of being reviewed;~~
- ~~ii. The Council Investigator must contact the Councillor accused of conduct breach both verbally and in writing. The Councillor must receive a copy of the submitted complaint and notified of the date set for the Special Meeting scheduled to address the alleged breach of this bylaw. The Councillor under complaint is given a minimum of seven (7) days from the time of notification to prepare a response. The Councillor under investigation is not permitted contact the complainant for the duration of the investigation period;~~
- ~~iii. The Council Investigator must promptly contact the CAO and schedule a Special Meeting to address the alleged breach of this bylaw;~~
- ~~iv. The Council Investigator must notify Council of the Special Meeting and communicate its purpose to address a breach of the Code of Conduct;~~
- ~~v. The CAO and Executive Assistant must be present for the opening of the Special meeting, leave for the closed session~~

~~portion, and return for the motion coming out of the closed session to administer and take minutes of the meeting;~~

- ~~vi. During the Special Meeting, Council must review the complaint received while in closed session. The accused Councillor must attend the closed session addressing the Councillor alleged of the breach as a delegation. The Councillor under complaint must leave the meeting after presenting their response and may not take part in the deliberations thereafter;~~
- ~~vii. Council must review the facts as presented. Should Council come to a decision, they must choose one of the following actions:
 - ~~i. Dismiss the complaint as invalid under the Code of Conduct;~~
 - ~~ii. Dismiss the complaint as frivolous or vexatious; or~~
 - ~~iii. Determine that the complaint is valid and impose sanctions.~~~~
- ~~viii. Within forty eight (48) hours following Council's decision, both the accused Councillor and complainant must be notified by the Council Investigator, in writing, of Council's decision;~~
- ~~ix. If sanctions are imposed, the written decision must dictate the imposed sanctions. The Council Investigator must follow up to ensure the sanctions were followed;~~
- ~~x. If Council is unable to come to a decision, they must choose one of the following actions:
 - ~~i. Request legal opinion regarding the complaint; or~~
 - ~~ii. Request the County's legal counsel or another third party to investigate the complaint and report to Council through the Council Investigator.~~~~
- ~~xi. If the complaint requires a legal opinion, legal investigation, or third party investigation, Council must direct the CAO to~~

~~connect the Council Investigator with the County's legal service providers or the third party investigator; and~~

- ~~xii. Once Council has obtained the necessary information through legal counsel or a third party investigator, a second special meeting must be scheduled, and Council must follow the steps laid out in Section 19, ultimately rendering a decision and if required, imposing and enforcing sanctions.~~

20. Sanctions

- 20.1 Council may accept, vary, replace, or reject the recommendations of the Ethics Commissioner.
- 20.2 Council may not impose any sanction that has the effect of preventing the Councillor from fulfilling their legislated duties.
- 20.3 Council may, in accordance with the Freedom of Information and Protection of Privacy Act, direct that the details of the sanction imposed be released to the Public or remain private.
- 20.4 When imposing a sanction, including deciding whether to release the details of the sanction to the Public, Council must consider the following:
- i. The severity or consequences of the contravention;
 - ii. The consequences of the contravention;
 - iii. The principles and intent of this code of conduct;
 - iv. The Public interest; and
 - v. Whether the Councillor has previously contravened this code of conduct.
- 20.5 Nothing in this Bylaw requires Council to impose a sanction for every substantiated complaint. Contraventions that were inadvertent or made in good faith may result in no sanction being imposed.

SANCTIONS

20. ~~Council is permitted to impose the following sanctions on a Councillor who contravenes the Council Code of Conduct:~~
- ~~i. Issue a letter of reprimand addressed to the Councillor(s);~~

- ~~ii. Issue an order for the Councillor(s) to issue a letter of apology;~~
- ~~iii. Publish a letter of reprimand;~~
- ~~iv. Impel a public apology from the Councillor;~~
- ~~v. Impel the Councillor to attend relevant training;~~
- ~~vi. Suspend or remove the Councillor from the position of Deputy Reeve or acting Reeve under Section 152 of the Act;~~
- ~~vii. Suspend or remove the Chief Elected Official's presiding duties under Section 154 of the Act;~~
- ~~viii. Suspend or remove the Councillor from some or all Council committees and bodies to which Council has the right to appoint members;~~
- ~~ix. Reduce or suspend remuneration as defined in Section 275.1 of the Act to reflect a reduction in duties, excluding allowances for attendance at Council meetings. In accordance with Section 146.1(4) of the Act, sanctions imposed cannot under any circumstances prevent a Councillor from fulfilling their legislative duties, nor can a Councillor be disqualified or removed from office for a breach of this code.~~

21. COUNCIL REQUIREMENTS

- 21.1 Councillors must swear a statement to uphold the Code of Conduct, attached hereto as Appendix "C".

22. LEGISLATIVE REVIEW

- 22.1 The Council Code of Conduct Bylaw must be reviewed every four years, following a general municipal election, when relevant legislation is amended, and at any other time that Council considers appropriate to ensure that it remains current and continues to accurately reflect the standards of ethical conduct expected of Councillors.

ENACTMENT

SHOULD any provision of this Bylaw be determined to be invalid, then such provisions shall be severed and the remaining Bylaw shall be maintained.

THIS Bylaw shall come into force and effect upon receiving third and final reading and having been signed by the Reeve and Chief Administrative Officer.

Read a first time this _____ day of _____, 20____.

Read a second time this _____ day of _____, 20____.

Read a third time and finally passed, this _____ day of _____, 20____.

SIGNED by the Reeve and Chief Administrative Officer this ____ day of _____, 20____.

Reeve

Chief Administrative Officer

Tracked Changes - Proposed - February 10, 2025 - Version 2



COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

FI 012 BMTG-SIP GRANT POLICY

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind Policy FI 012 Basic Municipal Transportation Grant (BMTG) – Street Improvement Program (SIP) Grant Policy.

DETAILS

Background: Street Improvement Program (SIP) was a grant to provide conditional grants to towns, village, summer villages, and eligible hamlets to assist with the provision of lasting street improvements, to enhance life in rural centers, and to serve to attract the decentralization of industry.

Basic Municipal Transportation Grant (BMTG) replaced the Street Improvement program (SIP) and four other provincial grants in April 2011. The objective of the program was to support municipalities in developing and maintaining their capital transportation infrastructure requirements, promote economic growth and improve the quality and transportation safety of community life.

Basic Municipal Transportation Grant (BMTG) was included in the Municipal Sustainability Initiative (MSI) Grant in 2014. The objective of the program was to work with municipalities to manage growth pressures, provide sustainable funding and support infrastructure needs. Municipalities were strongly encouraged to consider long-term infrastructure needs for use of MSI funding.

Municipal Sustainability Initiative (MSI) was replaced in 2024 with Local Government Fiscal Framework (LGFF). LGFF provides capital and operating funding to municipalities to support projects that develop, improve and maintain infrastructure assets in Alberta communities; facilitate the resiliency and livability of local communities and support local and provincial economic activities.



Discussion: Provincial Grants are regulated, with restrictions on what the municipalities can spend the Grant monies on. It is recommended that the County follows the Grant's Eligibility Requirements, then have a policy regarding Provincial Grants that evolve and change.

Relevant Policy/Legislation Practices: Local Government Fiscal Framework Act

Desired Outcome (s): THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind Policy FI 012 MBTG-SIP Grant Policy.

Response Options: THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind Policy FI 012 Basic Municipal Transportation Grant (BMGT) – Street Improvement Program (SIP) Grant Policy.

IMPLICATIONS OF RECOMMENDATION

Organizational: Follow grant guidelines

Financial: Continue following grant guidelines in budget process.

Communication Required: None

Implementation: None

ATTACHMENTS

FI012 BMTG-SIP Grant Policy (2013-01-29) - Original

PREPARED BY: Natasha Wobeser

DATE: 11 February 2025

POLICY NO:	FI 012
POLICY TITLE:	BTMG/SIP GRANT POLICY
DEPARTMENT:	FINANCE
APPROVAL DATE:	56-01-13 (January 29, 2013)
REVISION DATE:	
REVIEW DATE:	

Policy Statement:

The County of Vermilion River shall continue to allocate Street Improvement Program funds to Hamlets based on the equivalent amount received through the Basic Municipal Transportation Grant.

Purpose:

The funds previously provided under the Street Improvement Program (SIP) will now be provided under the Basic Municipal Transportation Grant (BMTG). Under the new BMTG structure municipalities must spend all funds in the calendar year they are provided. Under the County's current procedures, that would necessitate a SIP project each year. The yearly amount allocated each Hamlet is generally not enough to fund a typical road project.

Additionally, the new BMTG structure allows municipalities to utilize all funds (including SIP funds) anywhere in the municipality. This policy will allow the County to work within the new grant structure to continue to build Hamlet reserves using Street Improvement funds and fund Hamlet street projects initiated through the County budget process.

Guidelines:

1. The Director of Corporate Services and the Grants-Administrative Assistant will confirm, with Municipal Affairs, the portion of the BMTG that represents SIP funding.
2. SIP funds will be allocated to each Hamlet on a per capita basis using the most current census data available.
3. Each year, the SIP funds for each hamlet will be transferred into the Hamlet Capital Project Reserve for each hamlet.
4. Hamlet Capital Reserve funds shall be used in accordance with Policy AD005, the Hamlet Management Policy.

5. The Grants-Administrative Assistant in coordination with Public Works department and the Director of Corporate Services shall utilize contracted road expenditures not funded through a grant or cost-sharing agreement, as necessary to ensure all BMTG funds (including SIP funding) are spent in the calendar year.

Typically this will mean that the entire Grant is utilized to fund contracted gravel hauling, as that is a large and predictable contract expenditure.

ORIGINAL

COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

NG 015 – NATURAL GAS INFILL INVESTMENT

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee recommends that the County of Vermilion River approve Policy NG 015 – Natural Gas Infill Investment as presented.

DETAILS

Background:

Policy NG 015 was scheduled to be reviewed in 2024.

Discussion:

The County of Vermilion River updated its policy template. This policy was reformatted to fit the new policy template in addition to small grammatical edits.

Desired Outcome (s):

THAT the County of Vermilion River Policy and Priorities Committee recommends that the County of Vermilion River approve Policy NG 015 – Natural Gas Infill Investment as presented.

Response Options:

THAT the County of Vermilion River Policy and Priorities Committee recommends that the County of Vermilion River approve Policy NG 015 – Natural Gas Infill Investment as presented.

IMPLICATIONS OF RECOMMENDATION

Organizational: None.

Financial: None.

Communication Required: Upload the updated version of this policy into the T drive for staff, upload new format into the County of Vermilion River website for the public.

Implementation: None.

ATTACHMENTS

Proposed – Policy NG 015 – (2nd Revision) – Natural Gas Infill Investment – February 18, 2025 P+P.pdf

Track Changes – Policy NG 015 – (2nd Revision) – Natural Gas Infill Investment – February 18, 2025 P+P.pdf

Original – NG 015 Infill Investment.pdf

PREPARED BY: Hannah Musterer

DATE: February 3, 2025

POLICY#:	NG 015	POLICY TITLE:	Natural Gas Infill Investment
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APPROVAL DATE AND MOTION:	August 20, 2019 (2019-08-14)	CROSS-REFERENCE:	
RESPONSIBILITY:	Director of Natural Gas Utility	APPENDICES:	
APPROVER:	Director of Natural Gas Utility	EFFECTIVE DATE:	
REVISION DATE(S)/ MOTION #		NEXT REVIEW DATE:	2027

1. DEFINITIONS (Provide definitions of the key terms used within the Policy)

- 1.a. Agricultural Service - A Primary Gas Service provided by the Natural Gas Utility to an Owner of a property to supply natural gas to buildings and equipment for the purpose of Agricultural operations.
- 1.b. Commercial Service - A Primary Gas Service provided by the Natural Gas Utility to an Owner of a property to supply natural gas to buildings and equipment for the purpose of Commercial operations, excluding oil and gas extraction/production
- 1.c. Customer - The Property Owner(s) who are being provided gas service by the County.
- 1.d. New Gas Service Rate Sheet - The rate sheet approved by Council that establishes the fees charged for gas services.
- 1.e. Oilfield Service - A Primary Gas Service provided by the County to a customer to supply natural gas to buildings and equipment for the purpose of oil and gas extraction/production.
- 1.f. Owner - The person(s) listed as Owner on the current Alberta Land Title for the subject property.
- 1.g. Primary Gas Service - Also known as a Gas Premise, refers to a primary natural gas service provided to an Owner by the Natural Gas Utility. It typically includes an underground gas service line, gas service riser, and a customer meter.

- 1.h. Residential Service – A Primary Gas Service Provided by the Natural Gas Utility to an owner of a property to supply natural gas

2. POLICY STATEMENT

- 2.a. The Natural Gas Utility provides residents of the County of Vermilion River and surrounding communities with affordable and reliable natural gas service including provision of gas services to residences, farms, and businesses at the lowest possible cost. New gas services increase the revenue base for the Natural Gas Utility.
- 2.b. The Natural Gas utility makes use of opportunities to improve and renew existing gas infrastructure in conjunction with the provision of new gas services.

3. OBJECTIVE

- 3.a. To authorize investment into capital cost of new gas services based on additional revenue or system, benefit derived from the new gas services.

4. BACKGROUND

- 4.a. This purpose of this policy to provide guidance on investing in capital projects for the Natural Gas Utility.

5. GUIDING PRINCIPLES

- 5.a. The costs of constructing new Primary Gas Services, excluding Oilfield Services, are funded by the Customer on a break-even basis in accordance with the New Gas Service Rate Sheet.
- 5.b. The Director of Natural Gas Utility may approve investment in the estimated capital cost of constructing a new Primary Gas Service that would bring in significant additional revenue. The criteria for such investments include:
 - 5.b.i. The service is residential, Agricultural, or Commercial.
 - 5.b.ii. Customer load of 5 mm BTU or higher.
 - 5.b.iii. Not being an intermittent load (e.g., Seasonal Grain Dryer, Backup Generator).

- 5.b.iv. The cost of construction exceeding the Minimum Contract Cost specified in the New Gas Service Rate Sheet.
- 5.c. Investments made pursuant to 5.b shall be based on estimated additional revenue from County gas charges to a maximum five year return on investment.
- 5.d. The Director of Natural Gas Utility may authorize investment in the estimated capital cost of constructing a new Primary Gas Service. The criteria for such investments are:
 - 5.d.i. Increasing capacity to address a current or projected system capacity shortfall; or
 - 5.d.ii. Creating a loop or backup source for a section of the system that relies on a single source and may be at risk of losing gas service.
- 5.e. Investments pursuant to Section 5.d shall be based on:
 - 5.e.i. Estimated cost savings or benefits to the County related to the infrastructure required for the new service; or
 - 5.e.ii. The difference in cost between the minimum infrastructure needed to serve the Customer's estimated load and the infrastructure necessary to enhance the existing Natural Gas Infrastructure.
- 5.f. Investments pursuant to this Policy shall be made by way of reducing the fee charged to the customer for construction of the new gas service
- 5.g. Investments pursuant to this Policy shall not reduce the cost to the customer below the minimum rate for the service as established in the New Gas Service Rate Sheet
- 5.h. Funding for investments pursuant to this policy shall be established under the "Project to be determined" line of the Gas Utility Capital Projects Budget.

6. ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE(S) OF PERSON RESPONSIBLE
HANDLING INQUIRIES	Director of Natural Gas Utility
MONITORING REVIEWS AND REVISIONS	Director of Natural Gas Utility
IMPLEMENTING POLICY	Director of Natural Gas Utility
COMMUNICATING POLICY	Director of Natural Gas Utility
INTERNAL STAKEHOLDERS	
EXTERNAL STAKEHOLDERS	County of Vermilion River Natural Gas Utility Customers

7. EXCEPTIONS

7.a. No exceptions.

8. POLICY EVALUATION

- 8.a. Needs assessment if required
- 8.b. Process evaluation to measure whether the policy is meeting its intended objective; and
- 8.c. Outcome evaluation to determine whether the policy has met its objectives and whether additional opportunities for improvement in the policy can be identified.



POLICY#:	NG 015	POLICY TITLE:	Natural Gas Infill Investment
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APPROVAL DATE AND MOTION:	August 20, 2019 (2019-08-14)	CROSS-REFERENCE:	
RESPONSIBILITY:	Director of Natural Gas Utility	APPENDICES:	
APPROVER:	Director of Natural Gas Utility	EFFECTIVE DATE:	
REVISION DATE(S)/ MOTION #		NEXT REVIEW DATE:	2027

1. DEFINITIONS (Provide definitions of the key terms used within the Policy)

- 1.a. Agricultural Service - A Primary Gas Service provided by the County to an Owner of a property to supply natural gas to buildings and equipment for the purpose of Agricultural operations.
- 1.b. Commercial Service - A Primary Gas Service provided by the County to an Owner of a property to supply natural gas to buildings and equipment for the purpose of Commercial operations, excluding oil and gas extraction/production
- 1.c. Customer - The Property Owner(s) who are being provided gas service by the County.
- 1.d. New Gas Service Rate Sheet - The rate sheet approved by Council that establishes the fees charged for gas services.
- 1.e. Oilfield Service - A Primary Gas Service provided by the County to a customer to supply natural gas to buildings and equipment for the purpose of oil and gas extraction/production.
- 1.f. Owner - The person(s) listed as Owner on the current Alberta Land Title for the subject property.
- 1.g. Primary Gas Service - Also known as a Gas Premise, refers to a primary natural gas service provided to an Owner by the County. It typically includes an underground gas service line, gas service riser, and a customer meter.

Commented [HM1]: Natural Gas Utility?

Commented [HM2]: Same as above

Commented [HM3]: Should we reference the Fee Bylaw?

Commented [HM4]: Or by the Natural Gas Utility?



- 1.h. Residential Service – A Primary Gas Service Provided by the County to an owner of a property to supply natural gas

Commented [HM5]: Same as above

2. POLICY STATEMENT

- 2.a. The Natural Gas Utility provides residents of the County of Vermilion River and surrounding communities with affordable and reliable natural gas service including provision of gas services to residences, farms, and businesses at the lowest possible cost. New gas services increase the revenue base for the Natural Gas Utility.
- 2.b. The Natural Gas utility makes use of opportunities to improve and renew existing gas infrastructure in conjunction with the provision of new gas services.

3. OBJECTIVE

- 3.a. To authorize investment into capital cost of new gas services based on additional revenue or system, benefit derived from the new gas services.

4. BACKGROUND

- 4.a. This purpose of this policy to provide guidance on investing in capital projects for the Natural Gas Utility.

Commented [HM6]: This was not in your previous policy. Please review.

5. GUIDING PRINCIPLES

- 5.a. The costs of constructing new Primary Gas Services, excluding Oilfield Services, are funded by the Customer on a break-even basis in accordance with the New Gas Service Rate Sheet.
- 5.b. The Director of Natural Gas Utility may approve investment in the estimated capital cost of constructing a new Primary Gas Service that would bring in significant additional revenue. The criteria for such investments include:
 - 5.b.i. The service being Residential, Agricultural, or Commercial.
 - 5.b.ii. Customer load of 5 mm BTU or higher.
 - 5.b.iii. Not being an intermittent load (e.g., Seasonal Grain Dryer, Backup Generator).

Commented [HM7]: is



- 5.b.iv. The cost of construction exceeding the Minimum Contract Cost specified in the New Gas Service Rate Sheet.
- 5.c. Investments made pursuant to Section 2. Shall be based on estimated additional revenue from County gas charges to a maximum five year return on investment.
- 5.d. The Director of Natural Gas Utility may authorize investment in the estimated capital cost of constructing a new Primary Gas Service. The criteria for such investments are:
 - 5.d.i. Increasing capacity to address a current or projected system capacity shortfall; or
 - 5.d.ii. Creating a loop or backup source for a section of the system that relies on a single source and may be at risk of losing gas service.
- 5.e. Investments pursuant to Section 4 shall be based on:
 - 5.e.i. Estimated cost savings or benefits to the County related to the infrastructure required for the new service; or
 - 5.e.ii. The difference in cost between the minimum infrastructure needed to serve the Customer's estimated load and the infrastructure necessary to enhance the existing Natural Gas Infrastructure.
- 5.f. Investments pursuant to this Policy shall be made by way of reducing the fee charged to the customer for construction of the new gas service
- 5.g. Investments pursuant to this Policy shall not reduce the cost to the customer below the minimum rate for the service as established in the New Gas Service Rate Sheet
- 5.h. Funding for investments pursuant to this policy shall be established under the "Project to be determined" line of the Gas Utility Capital Projects Budget.

Commented [HM8]: We'll change this to 5.b.

Commented [HM9]: We'll change this to 5.d.



6. ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE(S) OF PERSON RESPONSIBLE
HANDLING INQUIRIES	Director of Natural Gas Utility
MONITORING REVIEWS AND REVISIONS	Director of Natural Gas Utility
IMPLEMENTING POLICY	Director of Natural Gas Utility
COMMUNICATING POLICY	Director of Natural Gas Utility
INTERNAL STAKEHOLDERS	
EXTERNAL STAKEHOLDERS	County of Vermilion River Natural Gas Utility Customers

7. EXCEPTIONS

7.a. No exceptions.

8. POLICY EVALUATION

- 8.a. Needs assessment if required
- 8.b. Process evaluation to measure whether the policy is meeting its intended objective; and
- 8.c. Outcome evaluation to determine whether the policy has met its objectives and whether additional opportunities for improvement in the policy can be identified.



POLICY # NG 015

NATURAL GAS INFILL INVESTMENT

DEPARTMENT: Gas Utility

APPROVAL DATE:	August 20, 2019 Motion# 2019-08-14
REVISION DATE (s):	
REVIEW DATE (s):	

POLICY STATEMENT

The Natural Gas Utility provides residents of the County of Vermilion River and surrounding communities with affordable and reliable natural gas service, including provision of new gas services to Residences, Farms and Businesses at the lowest possible cost. New gas services increase the revenue base for the Natural Gas Utility. And the Natural Gas Utility makes use of opportunities to improve and renew existing gas infrastructure in conjunction with provision of new gas services.

PURPOSE

To authorize investment into capital cost of new gas services based on additional revenue or system benefit derived from the new gas services.

DEFINITIONS

“Agricultural Service” shall mean a Primary Gas Service provided by the County to an Owner of a property to supply natural gas to buildings and equipment for the purpose of Agricultural operations;

“Commercial Service” shall mean a Primary Gas Service provided by the County to an Owner of a property to supply natural gas to buildings and equipment for the purpose of Commercial operations, excluding oil and gas extraction/production;

“Customer” shall mean the Property Owner(s) who are being provided gas service by the County;

“New Gas Service Rate Sheet” the rate sheet approved by Council establishing the fees charged

“Oilfield Service” shall mean a Primary Gas Service provided by the County to a customer to supply natural gas to buildings and equipment for the purpose of oil and gas extraction/production;

“Owner” shall mean the person(s) listed as Owner on the current Alberta Land Title for the subject property;

“Primary Gas Service” also referred to as a Gas Premise, shall mean a primary natural gas service provided to an Owner by the County, typically including an underground gas service line, gas service riser and a customer meter;

“Residential Service” shall mean a Primary Gas Service provided by the County to an Owner of a property to supply natural gas to buildings and equipment for the purpose of residence;



POLICY

1. The costs of constructing new Primary Gas Services, excluding Oilfield Services, are funded by the Customer on a break-even basis in accordance with the New Gas Service Rate Sheet.
2. The Director of Natural Gas Utility may authorize investment into the estimated capital cost of constructing a new Primary Gas Service that generates substantial additional revenue based on the following criteria:
 - a. Residential, Agricultural or Commercial Service
 - b. Customer load of 5 mm BTU or higher
 - c. Not an intermittent load (eg. Seasonal Grain Dryer, Backup Generator); and
 - d. Cost to construct is greater than the Minimum Contract Cost established in the New Gas Service Rate Sheet.
3. Investments pursuant to Section 2. shall be based on estimated additional revenue from County gas charges to a maximum 5 year return on investment.
4. The Director of Natural Gas Utility may authorize investment into the estimated capital cost of constructing a new Primary Gas Service that, in the Director's opinion, improves existing Natural Gas Infrastructure based on the following criteria:
 - a. Increasing capacity in order to meet a current or projected system capacity shortfall; Or
 - b. Creating a loop or backup source for a section of the system that is served off a single source and may be vulnerable to potential loss of gas service.
5. Investments pursuant to Section 4. shall be based on:
 - a. Estimated cost savings or benefit to the County of the infrastructure required for the new service; Or



- b. Difference in cost between the minimum infrastructure required to service the Customer's estimated load and the infrastructure required to improve the existing Natural Gas Infrastructure.
6. Investments pursuant to this Policy shall be made by way of reducing the fee charged to the customer for construction of the new gas service.
7. Investments pursuant to this Policy shall not reduce the cost to the customer below the minimum rate for the service as established in the New Gas Service Rate Sheet.
8. Funding for Investments pursuant to this Policy shall be established under the "Projects to be Determined" line of the Gas Utility Capital Projects Budget.

Original

COMMITTEE MEETING DATE: FEBRUARY 18, 2025

REQUEST FOR DECISION - TO COMMITTEE

SUBJECT

RESCIND POLICY PE 023 BANKED OVERTIME

RECOMMENDATION

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind Policy PE 023 Banked Overtime.

DETAILS

Background:

Policy PE 023 Banked Overtime was established in January 2000 with the most recent policy being reviewed Oct 6, 2020.

Discussion:

On December 23, 2020, a letter was emailed out to staff titled, "Re: Notice of Banked Overtime – Discontinued" stating the following,

"Please be advised that, effective February 1, 2021, employees who work overtime will no longer bank overtime. Therefore, the current Overtime Agreement in place will be void at end of day, January 31, 2021. As of February 1, 2021, overtime will be paid out as per Alberta Employment Standards Section 21, 22(1) at a rate of 1.5 times the employee's wage rate."

With no time being banked, the need for this policy is no longer there.

Relevant Policy/Legislation Practices: *Alberta Employment Standards Code*

Desired Outcome (s): THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind policy PE 023 Banked Overtime.

Response Options: THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River rescind policy PE 023 Banked Overtime.

IMPLICATIONS OF RECOMMENDATION



Organizational: None

Financial: None

Communication Required: None

Implementation: None

ATTACHMENTS

PE 023 (5th Revision); Banked Overtime (2020-10-06)

Notice Banked OT Discontinued

PREPARED BY: Andrea Wilkinson, HR Administrator

DATE: Feb 12, 2025

POLICY # PE 023

BANKED OVERTIME

APPROVAL DATE:	30-08-99 (August 1999)	CROSS-REFERENCE:	
RESPONSIBILITY:	Personnel		
APPROVER:	Council	APPENDICES:	
REVISION DATE (s):	23-01-00; 13-09-03; 28-02-06 (February 28, 2006); 12-12-2017 (December 12, 2017); 2020-10-20 (October 6, 2020)	REVIEW DATE:	September 2023

1 POLICY STATEMENT

- 1.01 (a) The County of Vermilion River is committed to ensuring employees are fairly compensated for working overtime hours.
- (b) Overtime Agreements will allow for time off instead of financial compensation in accordance with *Alberta Employment Standards Code*.

2 PURPOSE

- 2.01 The County of Vermilion River recognizes the necessity and benefit to both the County operations and personnel to provide for banked overtime which can be taken, as outlined in an Overtime Agreement, at a future time that is agreeable to both parties.

3 SCOPE

- 3.01 This policy applies to all non-management, salaried, permanent, full-time employees of the County of Vermillion River.

4 RESPONSIBILITY

- 4.01 Employees are responsible to:
- (a) minimize the overtime required to complete their daily tasks based on their job offer and job description;
 - (b) obtain written approval from the immediate Supervisor or Director (in the Supervisor's absence) prior to the commencement of the overtime;
 - (c) ensure that any banked overtime is used within the six (6) month time frame as set forth by the *Alberta Employment Standards Code* and the *Overtime Agreement*;
- 4.02 Supervisors and Directors are responsible to:
- (a) minimize the overtime required to complete the daily tasks where it is the most effective and efficient approach. Special attention will be given to deal with work scheduled for weekends and holidays.
 - (b) approve any additional hours worked beyond the normal work hours, in writing, prior to the commencement of the overtime;
 - (c) ensure that any banked overtime is used within the six (6) month time frame as set forth by the *Alberta Employment Standards Code* and the *Overtime Agreement*;

5 DEFINITIONS

- 5.01 Overtime is defined as time worked by the employee in excess of the regular work hours of seven and one-half (7.5) hours per day OR thirty-seven and one-half (37.5) hours per week.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

Alberta Employment Standards Code

7 PROCEDURE

- 7.01 (a) An overtime bank will be established for an employee only if the employee (or a group of employees, if a majority of the group agrees) and employer enter into a written agreement that includes the following minimum provisions:
- (i) Instead of overtime pay, time off with pay will be provided, taken and paid at the employee's wage rate at a time that the employee could have worked and received wages from the employer;
 - (ii) If time off with pay instead of overtime pay is not provided, taken and paid in accordance with clause (a), the employee will be paid overtime pay at an overtime rate of one and one-half times the employee's wage rate;
 - (iii) Instead of overtime pay, time off with pay will be provided, taken, and paid to the employee within six months of the end of the pay period in which it was earned. If the banked time isn't used within six months, it must be paid out to the employee at one and one-half times the employee's wage rate;
 - (iv) No amendment or termination of the agreement is to be effective without at least one month's written notice given by one party to the other party to the agreement.
- 7.02 All employees who bank overtime must have a signed Overtime Agreement on file.
- 7.03 The County must provide a copy of the Overtime agreement to each employee affected by it, and the County must comply with any Overtime Agreement entered into.
- 7.04 A request to use banked overtime may be granted, at the discretion of the employee's department supervisor, only when an equal amount of overtime has already been worked to offset the time requested.
- 7.05 Requests to use banked overtime should be made three (3) working days, or as early as possible, prior to the commencement of the days requested as banked overtime.
- 7.06 Banked overtime may be accumulated to a maximum of five (5) days. At the point that five (5) days is reached, overtime must cease

until banked overtime has fallen below the five (5) day threshold.

- 7.07 Time taken off without authorization will be treated as vacation or will result in the deduction of pay.
- 7.08 When an employee is away from the workplace using banked overtime, a casual or temporary employee cannot be brought in to replace that employee unless the Chief Administrative Officer deems it necessary.
- 7.09 Overtime is recorded ONLY for the hours actually worked in excess of the regular working hours of 7.5 hours per day or 37.5 hours per week.
- 7.10 Overtime is NOT accumulated while an employee is on vacation, sick leave, personal leave or other job-protected leaves. The amount of time recorded as sick leave or personal leave is the difference between 7.5 regular hours and the actual time worked that day.
- 7.11 When overtime is worked, it is to be entered as "Overtime" on the employee's monthly timesheet. When overtime is used, it is to be entered as 'Banked Overtime Used' on the employee's monthly timesheet. The accumulated overtime earned and taken will be recorded by the Payroll administrator and will be reported to Directors and/or administration on a monthly basis.
- 7.12 Banked overtime will be granted in a minimum of 30 minute increments.

8 ATTACHMENTS

(Overtime Agreement)

9 HISTORICAL INFORMATION

- 9.01 This policy was formerly referred to as 'Lieu Time'.



December 23, 2020

Re: Notice of Banked Overtime - Discontinued

At their meeting on December 9, 2020, Directors discussed Policy PE023 Banked Overtime and the impact on operations. It was decided that employees who work overtime should be paid at the rate of 1:1.5 rather than bank overtime at a rate of 1:1. This allows for employees to work approved overtime when the workload requires it.

Please be advised that, effective February 1, 2021, employees who work overtime will no longer bank overtime. Therefore, the current Overtime Agreement in place will be void at end of day, January 31, 2021. As of February 1, 2021, overtime will be paid out as per Alberta Employment Standards Section 21, 22(1) at a rate of 1.5 times the employee's wage rate.

Note that all banked overtime must be used within 6 months from January 31, 2021.

If you have any questions or concerns regarding this change in overtime, please see your Director.

Sincerely,

Harold Northcott, CLGM
Chief Administrative Officer

PC: Personnel File