

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

**AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON  
TUESDAY, OCTOBER 11, 2011 AT 9:00 AM IN THE COUNCIL CHAMBERS OF  
THE TOWN ADMINISTRATION BUILDING**

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1. **Call to Order Regular Council Meeting  
& Record of Attendance**
2. **Public Hearing**
3. **Agenda Approval and Additions**
4. **Minutes**
  - 4.1 Monday, September 26, 2011, Council Meeting Minutes 5-8
5. **Delegations**
  - 5.1 Rimbey Christian School Grade 7 Students
6. **Bylaws**
  - 6.1 Tax Discount Bylaw 871/11 Addition
7. **New and Unfinished Business**
  - 7.1 Economic Development/Business Park 9
  - 7.2 Library Agreement 10-19
  - 7.3 Tax Cancellation Request 20-23
  - 7.4 Review Meeting with Tagish Engineering – 2011 Infrastructure Study 24-25
8. **Reports**
  - 8.1 Finance Reports
    - 8.1.1 Cash Position 26
    - 8.1.2 Bank Reconciliation 27
    - 8.1.3 Accounts Payable Cheque Run – Sept 30/11
    - 8.1.4 Accounts Payable Cheque Run – Oct 7/11
9. **Correspondence**
  - 9.1 Letter from John Peacock re: Why do people rent in Rimbey 28
  - 9.2 Joint Use Agreement Letter from Rimbey Christian School 29
  - 9.3 Enhanced Policing Guidelines Manual – Meeting Request 30-42
10. **In Camera**
11. **Adjournment**

## **Summary of Agenda Items for October 11, 2011:**

### **Delegation:**

#### **5.1 Rimbey Christian School Grade 9 Students**

### **Bylaws**

- 6.1 **Tax Discount and Penalty Bylaw** – Council may pass second and third reading of the Tax Discount Bylaw 871/11.

### **New and Unfinished Business:**

- 7.1 **Economic Development/Business Park** – Councillor Rondeel is requesting Council consider a resolution to hire Tagish Engineering to provide cost estimate for development of the 8.5 acre parcel for the 2012 budget.
- 7.2 **Library Agreement** – Library is requesting Council approve the agreement between the Town of Rimbey and the Rimbey Municipal Library Board.
- 7.3 **Tax Cancellation Request** – Administration is requesting Council make a decision on the request to reduce the taxes on the subject properties.
- 7.4 **Review Meeting with Tagish Engineering** – Administration is requesting Council advise on a date and time to schedule a review meeting with Tagish Engineering regarding the 2011 Draft Infrastructure Study.

### **Reports:**

#### **8.1 Finance Reports**

- 8.1.1 Cash Position
- 8.1.2 Bank Reconciliation
- 8.1.3 Accounts Payable Cheque Run – Sept 30/11
- 8.1.4 Accounts Payable Cheque Run – Oct 7/11

That Council approves finance reports as presented.

### **Correspondence:**

- 9.1 **Letter from John Peacock re: Why do people rent in Rimbey**
- 9.2 **Joint Use Agreement Letter from Rimbey Christian School**
- 9.3 **Enhanced Policing Guidelines Manual – Meeting Request**

# TOWN of RIMBEY STRATEGIC PRIORITIES CHART

Date: September 2011

<b>COUNCIL PRIORITIES</b> (Council/CAO)	
<p><b><u>NOW</u></b></p> <ol style="list-style-type: none"> <li>1. <b>SENIORS LODGE: Briefing</b> (Tony)</li> <li>2. <b>SERVICE CAPACITY REVIEW: Terms of Reference</b> (Tony)</li> <li>3. <b>SIDEWALK/STREET PLAN: Priorities</b> (Ryan )</li> <li>4. <b>TRAIL NETWORK PLAN: Draft</b> (Rick)</li> <li>5. <b>LAND USE BYLAW (LUB): Targets</b> (Ryan)</li> </ol> <p><b><u>NEXT</u></b></p> <ul style="list-style-type: none"> <li>• ECONOMIC DEVELOPMENT STRATEGY</li> <li>• MUNICIPAL DEVELOPMENT PLAN: Review</li> <li>• LONG TERM CAPITAL PLAN</li> <li>• ECONOMIC DEVELOPMENT STRATEGY (Terms of Reference)</li> </ul>	<p>Sept. Dec Dec Jan Oct</p>
<ol style="list-style-type: none"> <li>1. <b>Governance Success Indicators</b> (Ryan) – Oct.</li> <li>2. <b>Strategic Priority Chart: Quarterly Review</b> (Tony) – Dec.</li> <li>3. <b>Decision Making Guidelines</b> (Ryan) – Nov.</li> </ol>	
<b>OPERATIONAL STRATEGIES</b> (CAO/Staff)	
<p><b><u>CAO</u></b> (Tony)</p> <ol style="list-style-type: none"> <li>1. <b>SENIORS LODGE: Briefing</b> (Sept)</li> <li>2. <b>SERVICE CAPACITY REVIEW: ToR</b> (Dec.)</li> <li>3. <b>ECONOMIC DEV. STRATEGY</b> (Jan.)</li> </ol> <ul style="list-style-type: none"> <li>• Sewage Lagoon</li> <li>• RCMP Staffing Level</li> </ul>	<p><b><u>ASSISTANT CAO</u></b> (Ryan)</p> <ol style="list-style-type: none"> <li>1. <b>SIDEWALK PLAN</b> (Dec.)</li> <li>2. <b>LAND USE BYLAW: Targets</b> (Oct.)</li> <li>3. <b>Traffic Bylaw</b> (Oct)</li> </ol> <ul style="list-style-type: none"> <li>• LONG TERM CAPITAL PLAN</li> <li>• MUNICIPAL DEV. PLAN: ToR</li> </ul>
<p><b><u>PUBLIC WORKS</u></b> (Vern)</p> <ol style="list-style-type: none"> <li>1. <b>SIDEWALK: 2011 Hotspots</b> (Oct)</li> <li>2. <b>Water System Upgrades</b> (Oct)</li> <li>3. <b>Recycle Centre Upgrades</b> (Nov)</li> </ol> <ul style="list-style-type: none"> <li>• Sewage Lagoon</li> <li>• Snow Removal Report</li> </ul>	<p><b><u>COMMUNITY SERVICES</u></b> (Rick)</p> <ol style="list-style-type: none"> <li>1. <b>Park Development Plan: Draft</b> – (Oct)</li> <li>2. <b>Pool Completion</b> (Nov)</li> <li>3. <b>Gym Floor</b> (Oct)</li> </ol> <ul style="list-style-type: none"> <li>• <b>TRAIL NETWORK PLAN: Draft</b></li> <li>• <b>Rate Review</b> (Jan)</li> </ul>



TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON MONDAY, SEPTEMBER 26, 2011, IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING

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1. Call to Order Mayor Ibbotson called the meeting to order at 6:30 pm, with the following in attendance:
- Mayor Sheldon Ibbotson  
Councillor Jack Webb  
Councillor Paul Payson  
Councillor Gayle Rondeel  
Councillor Joe Anglin  
CAO – Tony Goode  
Assistant CAO – Ryan Maier  
Director of Finance - Danita Deal  
Public Works Foreman – Vern Browne  
Public Works Utility Operator II – Rick Schmidt  
Recording Secretary - Melissa Beebe
- Public:  
Ponoka County Councillor Hinkley  
Ponoka County Councillor Beebe
2. Public Hearing None
3. Adoption of Agenda Motion 219/11  
Moved by Councillor Anglin to accept agenda as presented.
- CARRIED  
(5-0)
4. Minutes 4.1 September 12, 2011, Council Meeting Minutes
- Motion 220/11  
Moved by Councillor Rondeel to accept the September 12, 2011, Council Meeting minutes as presented.
- CARRIED  
(5-0)
5. Delegation None
6. Bylaws 6.1 Tax Discount Bylaw 871/11  
Assistant CAO presented Tax Discount Bylaw 871/11. Administration is requesting first and second reading of the bylaw.
- Motion 221/11  
Moved by Councillor Rondeel to give first reading to Tax Discount Bylaw 871/11.
- CARRIED  
(4-1)
- 6.2 Tax Penalty Bylaw 870/11  
Assistant CAO presented Tax Penalty Bylaw 870/11. Administration is requesting third and final reading of the bylaw.
- Motion 222/11  
Moved by Councillor Anglin to give Tax Penalty Bylaw 870/11 third and final

reading.

CARRIED  
(5-0)

7. New and  
Unfinished  
Business

7.1 Request to Appoint an Auditor for the Library

The Rimbey Municipal Library is requesting Council's approval to appoint Merilyn Sargeant for the annual review of the Library Financial records.

Motion 223/11

Moved by Councillor Webb to approve the appointment of Merilyn Sargeant for the annual review of the Library Financial records.

CARRIED  
(5-0)

7.2 Parkland Regional Library Proposed 2012-14 Budget

Parkland Regional Library Board is requesting Council's approval of the 2012 budget.

Motion 224/11

Moved by Councillor Webb to approve the Parkland Regional Library Board 2012 Budget as presented.

CARRIED  
(5-0)

Trena Mielke, Rimbey Review, entered the Council chambers at 6:42 pm.

7.3 Rick Pankiw Service Request:

Motion 225/11

Moved by Councillor Anglin to agree to cover the cost of asphalt patching in front of 4806-51 Street at the cost of \$2,314.04 that was removed for the servicing of the lot as requested by Mr. Pankiw in exchange for disqualifying himself for the incentive and for paying for full cost of the sidewalk.

CARRIED  
(5-0)

7.4 Tax Cancellation Request:

Administration is requesting that Council make a decision on the request to reduce the taxes on the subject properties owned by 102759 Alberta Ltd. Council discussed and requested further clarification from Administration and all Council agreed to postpone to later in the meeting.

Assistant CAO withdrew from meeting at 6:50 pm to gather information for Council.

7.5 Sewer Line Issues:

Public Works presented sewer main problem at 51 Ave between 47 to 48 Street. Sewer pipe is broken and washed out two to three feet heading east and is severely sagged and the sewage is backing up. Public Works is requesting Council's approval to replace the sewer line.

Motion 226/11

Moved by Mayor Ibbotson to approve the replacement of one block of sewer line at 51 Avenue from 47 to 48 Street and award the contract to Nikirk Bros.

CARRIED  
(5-0)

7.6 Central Alberta Regional Assessment Review Board:

Administration presented that the Central Alberta Regional Assessment Review Board is seeking a response from the member municipalities of their intent regarding retention of membership in the board.

Motion 227/11

Moved by Councillor Anglin to serve notice to remain a member of the Central Alberta Regional Assessment Review Board and pay the fee.

CARRIED  
(5-0)

## 8. Reports

8.1 Finance Reports:

Director of Finance, Danita Deal, presented the following financial reports:

- 8.1.1 Accounts Payable Cheque Run – Sept 23/11
- 8.1.2 Council Expense Claims

Motion 228/11

Moved by Councillor Anglin to approve the Accounts Payable Cheque Run – September 23, 2011 as presented.

CARRIED  
(5-0)

8.2 Council Reports:

Council accepted the Mayor's written report as information.

8.3 Committee/Board Reports

Council and Administration discussed that it would be beneficial to have Committee/Boards added to the agenda under reports at the last meeting. Council agreed to this starting in the month of October.

## 9. Correspondence

9.1 Seniors' Falls Prevention Month Proclamation RequestMotion 229/11

Moved by Councillor Anglin proclaim the month of November Seniors' Fall Prevention month.

CARRIED  
(5-0)

9.2 Waste Reduction Week Proclamation RequestMotion 230/11

Moved by Mayor Ibbotson to proclaim October 17-23 as Waste Reduction Week.

CARRIED  
(5-0)

9.3 54 Ave and 40 Street Intersection Bump Complaint LetterMotion 231/11

Moved by Councillor Anglin to refer to Administration for resolution.

CARRIED  
(5-0)

## 7. New and Unfinished Business

7.4 Tax Cancellation Request:

Assistant CAO joined meeting at 7:05 pm and advised Council that the information that was requested would require more time to compile.

Councillor Rondeel motioned to table to October 11, 2011 meeting and was Defeated. (2-3)

Motion 232/11

Moved by Councillor Webb that the town forgive \$10,000 of the municipal taxes for 1027589 Alberta Ltd.

CARRIED  
(3-2)

10. In Camera

10.1 Rimoka

Motion 233/11

Moved by Councillor Anglin to go into camera with Ponoka County Councillors' Beebe and Hinkley in attendance at 7:21 pm.

CARRIED  
(5-0)

Motion 234/11

Moved by Councillor Anglin to come out of camera at 7:55 pm.

CARRIED  
(5-0)

Mayor called a short recess at 7:55 pm.

Mayor reconvened the meeting at 7:59 pm.

Motion 235/11

Moved by Mayor Ibbotson that the Town of Rimbey requests the change of the present Ministerial Order (h:007/2002) and approves the appointment of Bethany Nursing Home of Camrose, Alberta, operating as the Bethany Group, as the management body for the Rimoka Housing Foundation.

CARRIED  
(5-0)

Motion 236/11

Moved by Mayor Ibbotson that the Town of Rimbey support the County of Ponoka's purchase of 8.5 acres, subject to Ponoka County approval of the purchase, in the Town of Rimbey located at Johnson Estates in partnership with the Rimoka Foundation for the purpose of constructing a new seniors facility in Rimbey; and , further it be moved the Town of Rimbey will partner with the Rimoka Foundation once funding is received for the Seniors Facility to install water and sewer from the nearest main to the 8.5 acre parcel purchased to construct the new facility.

CARRIED  
(5-0)

Motion 237/11

Moved by Councillor Anglin that the Town of Rimbey construct and connect sidewalks to the 80.5 acre property located at Johnson Estates subject to funding.

CARRIED  
(5-0)

11. Adjournment

Council adjourned the meeting at 8:18 pm.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER





# Council Recommendation

**Date:** October 11, 2011

**Title:** Economic Development /Business Park

**Presenter:** Councillor Rondeel

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## **Background:**

I believe there will be an increase in oil and gas activity slated in and around Rimbey and therefore there is a great opportunity to attract companies to set up locations and operate in Rimbey, which would create job opportunities.

## **Discussion:**

The Town owns 8.5 acres of the Bergum Property which is serviced by water only. The town is lacking in serviced industrial land and this property could be used to alleviate the constraints. I am proposing that the Town engage Tagish Engineering to provide information on subdividing and servicing of this property. Sewer could be tied in on 54 Ave or 58 Ave. The zoning of the property at this time is Urban Expansion (UX).

## **Recommendation:**

That Council pass a resolution to hire Tagish Engineering to provide cost estimate for development of the 8.5 acre parcel for the 2012 budget.



Box 1130  
Rimbey, Alberta  
T0C 2J0  
Phone (403) 843-2841  
E-mail: [rimbeylibrarian@libs.prl.ab.ca](mailto:rimbeylibrarian@libs.prl.ab.ca)  
<http://rimbeylibrary.prl.ab.ca>

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This agreement was approved by the Library Board on September 12<sup>th</sup>. Please take it council for their approval. When bring the 2012 budget to be presented to council I will have deleted the amounts for the expenses we used to cover that we now request you cover, and as a result will have decreased the appropriation request accordingly.

Thanks,

A handwritten signature in black ink, appearing to read 'Jean Keetch', written over a light blue horizontal line.

Jean Keetch  
Library Manager

## **Agreement between the Town of Rimbey and the Rimbey Municipal Library Board**

### 1. OVERALL OBJECTIVE OF THE LETTER OF UNDERSTANDING

The Council of the Town of Rimbey and the Board of the Rimbey Municipal Library seek to clarify and formalize the relationship between the Town of Rimbey and the Rimbey Municipal Library Board. This document aims to support and interpret legislation as it applies to the Rimbey context in order to provide maximum benefit to ratepayers and library patrons. To this end, Council and Board associate in a spirit of co-operation and open communication while preserving their individual corporate identities.

### 2. DEFINITIONS

In this letter of understanding:

- 2.1 Board means the Board of Trustees of the Rimbey Municipal Library Board appointed by the Rimbey Town Council;
- 2.2 Council means the Mayor and Councillors of the Town of Rimbey;
- 2.3 Town means the administrative system in place in the Town of Rimbey to manage the provisions of services to the citizens of Rimbey;
- 2.4 Municipality means the Town of Rimbey;
- 2.5 Library means the Rimbey Municipal Library;
- 2.6 Libraries Act means the Alberta Libraries Act Chapter L-11 proclaimed in force March 2010 and the Libraries Regulation (Alberta Regulation 141/98); and amendments thereto;
- 2.7 Community means the population potentially serviced by the Rimbey Municipal Library, residing in the geographical region which includes but is not limited to the boundaries of the Town of Rimbey;
- 2.8 Taxpayer means an individual or business who/which contributes property tax monies to the Town of Rimbey;
- 2.9 Library patron means an individual or group who has paid an annual borrower's card fee to the library for the purpose of borrowing items from the Library, or who enters the Library physically or electronically to make use of Library resources;
- 2.10 Annual appropriation means the tax-generated revenue provided by Council to the Board for the purposes of supplying library services and programs to the community;

- 2.11 Municipal Public Service means programs of assistance or benefit aimed at the community and funded primarily from tax-generated revenue;
- 2.12 Library reserve means surplus income or those monies annually budgeted by the Board for future use determined by the Board.
- 2.13 Chief Administrator or Chief Administrative Officer means the executive officer for the Town or designate.
- 2.14 Library Director means the executive officer for the Library or designate.

3. BASIC PREMISES FROM FRAMEWORK LEGISLATION

- 3.1 That Municipal Bylaw of the Town of Rimbey established the Board as a corporation in its own right, as defined in provincial legislation, with all the rights and responsibilities therein;  
  
(Libraries Act, Section 3, Subsection 4: "On being established the municipal library board is a corporation and shall be known as "The Town of Rimbey Library Board.")
- 3.2 That, having been established under the aforementioned bylaw, the Board is subsequently bound by the Alberta Libraries Act;
- 3.3 That Council shall appoint Board members pursuant to the Libraries Act;
- 3.4 That the Library Board as a governing board has the mandate to manage, regulate and control library operations in order to provide library services to the community subject to terms and conditions imposed by enabling legislation;  
  
(Libraries Act, Section 7: "The municipal board, subject to any enactment that limits its authority, has full management and control of the municipal library and shall, in accordance with the regulations, organize, promote and maintain comprehensive and efficient library services in the municipality and may co-operate with other boards and libraries in the provision of those services.")
- 3.5 That the Board annually determines resources required to operate the Library and requests an appropriation from Council in accordance with the Libraries Act. The Board shall work within the Town's budget timelines and schedules;
- 3.6 That Council, through its enactment of Municipal Bylaw deems it expedient to provide library service in the community and therefore annually provides an appropriation for library funding from municipal tax-generated revenue;
- 3.7 That the province grants library funding depending upon the Board's adherence to the Libraries Act in accordance with the Department of Municipal Affairs Grants Regulation;

3.8 That Council has the right to veto bylaws enacted by the Board in accordance with the Libraries Act.

4. OTHER BASIC PREMISES

4.1 That the Library is a municipal public service;

4.2 That the benefit to taxpayers and library patrons is greatest when the Town and the Library work co-operatively to maximize the use of available resources;

4.3 That Council and Board intend the delivery of the most effective library service possible, while recognizing the dependence of quality service upon financial, physical and human resources;

4.4 That the Town provides services as specified in Schedule A at the town's expense.

4.5 That the Town and the Library each have schedules and priorities, and every effort will be made by both organizations to accommodate these in order to provide the highest level of services possible to our community.

4.6 That the Library is better able to manage and coordinate its services and its personnel when directly responsible for them, rather than at arm's length.

5. COMMUNICATION

The basic premise underlying all communications is that Board or Council representatives speak with one voice as authorized by their respective bodies.

5.1 Political Link:

Library Board<----->Town Council

The formal communication link is between the Mayor (or designate) and the Board Chair (or designate). An informal link occurs between Board members at large and Town Councillors.

A special link exists in the person of the Council member(s) appointed to serve as Board member(s), in that those individuals are expected to liaise with Council on library matters and to the Board on Council matters affecting the library operation.

Council and Board representatives meet at least once annually, to present budget and plans. Other meetings may be scheduled as needed, to ensure continued open communication between Board and Council.

## 5.2 Administrative Link

Library Administration <----->Town Administration

Administrative liaison between the Library and the Town is between the Library Director and the Town's Chief Administrator. Operational communications may be delegated to employees in either organization when situations warrant.

In order to facilitate communication, the Library Director may be invited to attend meetings with Town personnel. Similarly, the Town's Chief Administrator may be invited to attend Library Board meetings and/or meetings with Library personnel.

Library issues requiring Council consideration are conveyed to the Town's Chief Administrator who arranges for their addition to the Council's agenda. Results of Council deliberations on library matters are routinely communicated to the Library Director by the Chief Administrator.

Similarly, Council issues requiring Library Board consideration are conveyed to the Library Director who arranges for their addition to the Board's agenda. Results of Library Board deliberations are communicated by the Library Director to the Chief Administrator for distribution as required.

## 6. FINANCE

### 6.1 Budget Process

The Board requests from Council an annual appropriation for the purpose of supplying library services and programs to the community.

In accordance with the timeline established by Council, the Board and Library Director prepare and submit the Library's appropriation request. The Board will provide a copy of the annual budget for information purposes. The Town's Chief Administrator will convey to the Library Director the estimated budgeted expenses per Schedules A.

The Board will keep the Town informed of needs assessment and strategic planning for expansion or creation of new facilities. The Board may request capital funding for such projects in the form of capital grants.

### 6.2 Annual Appropriation from the Town

In response to the Board's request, Council provides an annual appropriation in quarterly payments on or before January 15, April 15, July 15 and October 15 to the Library intended to maximize benefit to taxpayers and library patrons. In particular, Council and Board work together to achieve maximum levels of funding from supplementary sources, such as provincial library grants based on matching funds.

In addition to an annual appropriation, Council may allocate special grants for various purposes, such as capital purchases, facility upkeep, upgrade, or expansion and special events.

Once the appropriation has been made by Council, the Board has the sole authority to allocate use of the funds in accordance with the Libraries Act.

### 6.3 Funding Sources

The Library receives funding from a variety of sources, including but not limited to, the Province of Alberta, Ponoka County, and the Town of Rimbey.

### 6.4 Tendering and Purchasing

Board policy governs the tendering and purchasing of goods and services for the Library. The Board makes the final decisions on purchasing and the awarding of contracts, in accordance with Board policy.

### 6.5 Assignment of Costs

The Library Director authorizes and tracks all allocations to the Library's revenue and expenditure accounts according to the budget approved by the Board and as per Board policy.

### 6.6 Budget Surplus/Deficit

If in a given year a surplus accrues in the Library budget, that amount is deposited into the capital, operational, contingency and/or special projects reserve accounts as designated by the Board.

If in a given year net loss occurs, the Board will, where possible, allocate funds from the Operational Reserve fund to cover the deficit or re-allocate resources as necessary. If required, the Board and Council may jointly negotiate a resolution.

### 6.7 Library Reserve

The Board may maintain a library reserve fund to be allocated according to Board policies. The Board determines use of funds in the Library Reserve.

### 6.8 Annual Audit

An annual financial report is conducted on the Library's accounts by a person/agency selected by the Board and approved by Council. Cost of the Library annual financial report is allocated to the Library budget.

After completion and acceptance of the financial report, the Board presents the report to Council.

## 6.10 Financial Records

The Library stores the Library's original documents pertaining to financial matters, including personnel and payroll. The retention and disposition of these documents will be in accordance with the Board's policy for records management.

## 7. PERSONNEL

### 7.1 Employment

All individuals employed to work in the Library are employees of the Board, and function under the Board's Personnel Policies.

As per Board policy, the Board alone is responsible for the employment (including hiring, supervising, evaluation, termination, and the like) of the Library Director.

As per Board policy, the Board delegates to the Library Director the management of employment functions for all its employees below the level of Library Director.

### 7.2 Salaries, Wages and Benefits

The Board determines salaries, wages, and benefits paid to its employees. Library pay rates will be comparable to libraries of similar size.

## 8. Facilities

### 8.1 Library Facility

The Town provides the Board with a facility in which library business may be conducted for the provision of library services and programs to the community, such facility to be adequate as determined through discussion between the Board and Town Council.

"Adequacy" of the facility includes, but is not limited to, type of facility, location, access, physical dimensions, safety standards, maintenance, amenities and other quality features, and the like. Assessment as to the meeting of such standards is to be determined by the Board and Town Council referring to such tools as "Standards for Member Libraries within Alberta's Regional Library Systems"; "Health and Safety Guide for Libraries" prepared by the Canadian Centre for Occupational Health and Safety, and "Alberta Occupational Health and Safety".

The Town ensures that the costs associated with operating the library facility, such as maintenance, and the like (except those which are specified elsewhere in the Letter of Understanding) are included in the Town's annual appropriation to the Board. Such costs are to be included in the Library's estimates of operating expenditures. Costs for utilities are recorded as expenditures within the Library's budget. See Schedule A.



The Library will identify long-range facility needs and participate in preparing to meet them not only with assessment and strategic planning, but also with contributions to a capital fund.

## 8.2 Maintenance

The Town is responsible for the mechanical aspects of heating, lighting, air conditioning, exterior building upkeep, exterior landscaping, and the like. The Library Board is responsible for costs associated with the operation of the library, which includes, but is not limited to, upkeep of the interior.

See Schedule A

## 8.3 Janitorial Services

The Town contracts for those janitorial services which it deems most appropriate, necessary, and advantageous for the Library in terms of cost and quality of service. Costs of these services are included as expenditures in the library budget and will be billed semi-annually.

## 8.4 Insurance

All library facilities, furnishings, capital equipment, and other holdings are adequately insured under the Town's insurance policies. The Library will be billed annually for their portion of the property and liability as well as bond and crime insurance.

## 9. OTHER AREAS OF AGREEMENT

The Board, Town Council, and their respective Administrative staff will work collaboratively on issues and opportunities related to Town and Library services for local and area residents.

### 9.1 Town Committees and Events

In consultation with Town personnel, the Library may participate in Town functions, on special committees (i.e. Safety), training sessions, and the like. Where costs are incurred, the Board and Council, through their Administrative staff, will negotiate the allocation of expenditures. However, it is understood that the Library will bear the costs of time and costs for such things as staff training.

## 10. AMENDMENT OF THE LETTER OF UNDERSTANDING

The terms of the Letter of Understanding are subject to review at the request of either party.

Either party to the agreement may notify the other in writing of proposed amendments prior to the review. This agreement remains in effect unless the review deems amendment appropriate. Either party may cancel the agreement with 90 days written notice.

11. ADMINISTRATION OF THE LETTER OF UNDERSTANDING

Changes in this Letter of Understanding agreed on by the parties hereto, however, may be made at any time, provided that such changes are properly produced in writing and executed by authorized representatives of the parties to the Letter of Understanding.

It is the responsibility of the Library Director to provide communication relevant to the provisions of this agreement to the Library Board, Library employees, and the Town's Chief Administrator. It is the responsibility of the Chief Administrator to provide communication relevant to the provisions of this agreement to Town Council, Town employees, and the Library Director.

In witness whereof the parties have hereunto executed this document on the date indicated below.

Date of execution: \_\_\_\_\_

**FOR THE TOWN OF RIMBEY:**

\_\_\_\_\_

Mayor

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

**FOR THE TOWN OF RIMBEY LIBRARY BOARD:**

\_\_\_\_\_

Board Chair

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

## **Schedule A**

Town will be financially responsible for:

1. Major building maintenance which includes but is not limited to, structural, roof, electrical, plumbing and heating ventilation and air conditioning units.
2. Payment of Utilities including power, natural gas, water, sewer and garbage.
3. Capital upgrades which include but are not limited to: replacement of carpet, flooring.
4. Snow and ice removal.

The Library will be financially responsible for:

1. Minor interior wear and tear including paint if necessary.
2. 50% of the Janitorial costs for the entire building.
3. 50% of Insurance costs for the entire building.

## **TOWN OF RIMBEY**

**DATE:**        October 11, 2011

**TITLE:**        Tax Cancellation Request

**BACKGROUND:**

The attached letter is a request from a property owner to cancel a portion of his taxes, as they claim to be in financial distress due to the cancellation of the tax rebate Bylaws.

Total assessment change based on the new building and properties is \$515,790, or 101%, representing a total tax levy increase of \$6,522.28, or 111%.

The request of the property owner to be taxed for 2011 based on the previous building's total assessment of \$450,380 would result in a 5.4% increase over the total taxes levied in 2010 on these properties.

<b>Tax Roll 25190</b>	<b>Land</b>	<b>Imp.</b>	<b>Total</b>	<b>Taxes</b>	<b>Rebate</b>	<b>Actual Taxes</b>
2010	\$60,960	\$0	\$60,960	\$700.60	\$502.92	\$197.68
2011	\$62,900	\$901,340	\$964,240	\$11,645.32		\$11,645.32

<b>Tax Roll 25200</b>	<b>Land</b>	<b>Imp.</b>	<b>Total</b>	<b>Taxes</b>	
2010	\$60,480	\$389,900	\$450,380	\$5,176.18	\$5,176.18
2011	\$62,410	\$0	\$62,410	\$753.74	\$753.74

<b>Proposed</b>	<b>Land</b>	<b>Imp.</b>	<b>Total</b>	<b>Taxes Due</b>
25190	\$60,480	\$389,900	\$450,380	\$5,439.33
25200	\$62,410		\$62,410	\$753.74
				<b>\$6,193.07</b>

<b>Total Taxes Paid 2010</b>	<b>\$5,373.86</b>
<b>Total Taxes Due 2011</b>	<b>\$12,399.06</b>
<b>Proposed 2011 Taxes</b>	<b>\$6,193.07</b>

The request also includes maintaining this same assessment on the land and improvements for the next 5 years (2011-2015).

**DISCUSSION:**

The Municipal Government Act (MGA) allows a Council to cancel or reduce tax arrears or any portion thereof under Section 347:

***Cancellation, reduction, refund or deferral of taxes***

**347(1)** *If a council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:*

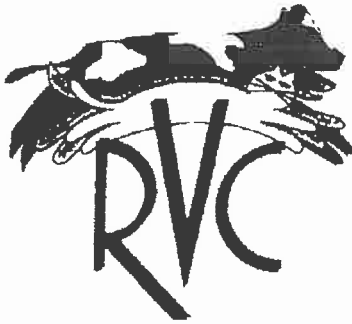
- (a) cancel or reduce tax arrears;*
- (b) cancel or refund all or part of a tax;*
- (c) defer the collection of a tax.*

Under the recently introduced tax incentive policies, the property owner is eligible for a rebate of \$5,000 on roll #25200 for a demolition, and a rebate of \$6,000 on roll #25190 for the new construction. This amounts to a rebate of \$11,000 on taxes totaling \$12,399.06 in 2011.

In a recent phone discussion with the property owner, they indicated they are awaiting a decision of Council regarding their initial request in July. Should the request of the property owners be granted, a rebate in excess of \$30,000 would be provided over a five-year period.

**RECOMMENDATION:**

Administration is requesting Council make a decision on the request to reduce the taxes on the subject properties.



*Rimbey Veterinary Clinic (1991) Ltd.*

Box 389, 4605 50 Avenue  
Rimbey, Alberta  
T0C 2J0

Telephone: (403) 843-2234 Fax: (403) 843-3399

To Rimbey Town Council:

Re: Taxation Roll # 25190

Taxation of new vet clinic at 4607-50<sup>th</sup> Ave.

Building owned by 889342 Alta. Ltd

RECEIVED

JUL 06 2011

TOWN OF RIMBEY

Dear Mayor and Councillors:

When we discussed replacing our aging veterinary facility a couple of years ago, we had some discussions with the town staff of the day about taxation on a new facility. We replaced an approx 60+ year old 5700sq foot building with a new approx 5700sq foot building in mid 2010. We were told to expect no significant changes in taxation (about 3600.00 /yr on the old building) for the first 5 years after construction. We expected to pay a similar amount (as above) plus we expected to pay taxes on the bare land where the old clinic used to sit. With the repealing of Town of Rimbey Bylaw # 827/08 our taxes on our new clinic will be 11645.32 per year. Our monthly payments for the next seven months are 1621.90 per month for the new clinic.

We have several issues and concerns with how the repealing of the above bylaw impacts our business. Firstly our expectations and our budgeting were based on what we were told would happen, minor changes if any for 5 years. We are a small business, we replaced an aging building and have put a significant investment into a veterinary hospital in this community. At a time when many small towns have a problem attracting professionals to work, and when some rural communities are actually losing their vet clinics, we chose to make this huge investment in Rimbey. Building a new vet clinic unfortunately doesn't attract much new business when you are in a small community like ours, you either support the local vet clinic, or you don't. We didn't expect our business to change much, but we felt we needed a new facility, so we built one. With no significant change in our business, we can't handle this significant change in our taxes. This taxation level is equivalent to a 3.5 times increase in our taxes, for the same sized building, just a new one. This seems like a significant disincentive to fix up, renovate or build a new building. This is a significant financial hardship for our small business.

Part of our business plan to help pay for the construction of this new building involves the sale of the lot on which the old clinic sat. To this point in the last 8 months we have had 3 interested parties look at the lot, we have been open with them about the taxation abatement plan being cancelled, and expressing hope that a new plan would soon be in place. All 3 expressed some interest, but are awaiting the towns "new plan".

In summary, the repealing of Bylaw # 827/08 is contrary to what we were told by the town during our planning stages. The massive increase in taxation is a significant hardship to our business at this time, as it will be over the next 5 years. We have made a significant investment in our community, one that hopefully will allow this small rural community to have veterinary service long into the future.

We request that subject to the Municipal Government Act section 347 (1) section (b) the Town of Rimbey Council cancel or refund the taxes payable for roll number 25190 to our 2009 pre-construction level plus any annual % mill rate increase that the rest of the tax base faces. We expect to pay any applicable bare land taxes on the empty lot which is roll number 25200. We would like this cancellation or refund to be for the full 5 years we were promised, and for which we planned.

If you have questions of our bookkeeper or banker with respect to this issues this level of taxation will cause us please let us know, we will endeavor to provide you with as much information as you need.

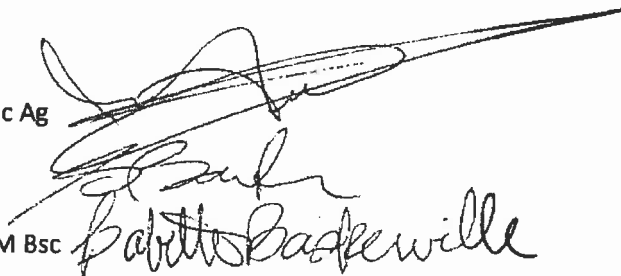
Sincerely,

Ian Giebelhaus DVM BSc Ag

Grady Barton DVM

Babette Baskerville DVM Bsc

On behalf of 889342 Alta. Ltd and the Rimbey Veterinary Clinic (1991 Ltd.)

The image shows three handwritten signatures in black ink. The top signature is the most prominent, with a long, sweeping horizontal stroke extending to the right. Below it are two smaller, more compact signatures. The signatures are written over the printed names of the individuals listed to the left.



# Council Recommendation

**Date:** October 11, 2011

**Title:** Review Meeting with Tagish Engineering

**Presenter:** Administration

---

## **Background:**

A draft copy of the Rimbey 2011 Infrastructure Study was received from Tagish Engineering on October 6, 2011 and a copy was provided to Council for review.

## **Discussion:**

Tagish would like Council to consider two items when reviewing the report:

1. The Town's vision for its existing infrastructure, and more importantly how repairs/upgrades are made.
2. Sustaining development and how the required infrastructure for growth is handled both financially and logistically.

Please advise of a convenient date/time to schedule a review meeting with Tagish Engineering to discuss the draft report.



September 30, 2011

RB94

Town of Rimbey  
Box 350  
Rimbey, Alberta  
T0C 2J0

**Attn: Tony Goode, CAO and Ryan Maier, Assistant CAO**

Dear Sirs;

**Re: 2011 Infrastructure Study – Draft Submission**

Tagish Engineering is pleased to provide the Town of Rimbey with a draft version of the 2011 Infrastructure Study and Capital Plan. It is understood that there was a strategic planning meeting held earlier this month that this report would have been beneficial to have at and Tagish would like to apologize for not having the report there. The original schedule for this study was to be completed in July however budgeting dictated a later than anticipated start date and that pushed our completion date back somewhat. We had hoped to have the report done in early September and realize this delay may have caused an inconvenience.


Tagish Engineering continues to strive to meet the needs of the Town and we are very committed to working alongside with your Town as you continue to grow. We feel there have been many very successful projects over the past years; most notably would be the Water Reservoir and Distribution System improvements last year which was completed successfully and well under budget. This success allowed for additional projects to be completed this year that were not in the original grant program, but have significant benefit to Rimbey.

As you review this report there are two items to consider moving forward:

1. The Town's vision for its existing infrastructure, and more importantly how repairs/upgrades are made.
2. Sustaining development and how the required infrastructure for growth is handled both financially and logistically.

Tagish Engineering would like to thank the Town of Rimbey for this opportunity to complete this study. We realize there is a large amount of information and analysis in the report so please contact me with any questions or comments. Once you have had time to review the report we feel it would be best to have a review meeting and then the final version can be submitted.

Yours Truly,  
**Tagish Engineering Ltd**

  
Greg Smith, P. Eng.

Attach. (10 Copies of Draft Report)

TG01\_RB94\_ltr\_draftstudy\_sept30\_2011.doc

**Cash Position  
As of September 30, 2011**

	31-Aug-11	31-Aug-11	30-Sep-11	30-Sep-11
Bank Account				
Cash	\$3,956,391.45		\$3,742,886.86	
Investments	\$0.00		\$0.00	
Total	\$3,956,391.45	\$3,956,391.45	\$3,742,886.86	\$3,742,886.86
Less:				
Other Reserves/Allowances	-\$724,931.07		-\$722,780.88	
Trust Accts.	-\$635,179.17		-\$639,182.39	
Unexpended Grant Revenue				
SIP Grant	-\$236,023.93		-\$236,217.92	
AMIP Grant	-\$292,303.39		-\$292,543.64	
MSI Capital Grant	-\$27,505.35		-\$27,527.96	
Hospital Storm Sewer Grant	-\$92,228.41		-\$92,228.41	
Total	-\$92,228.41	-\$2,008,171.32	-\$92,228.41	-\$2,010,481.20
<b>Unrestricted Cash</b>		<b>\$1,948,220.13</b>	<b>\$1,732,405.66</b>	
Budgeted 2011 Operating Expenses	\$5,541,335.00			
2011 Debt Principal Payments	\$413,678.00			
	\$5,955,013.00			
Two Month Average Operations		-\$992,502.17		-\$992,502.17
<b>Cash Position</b>		<b>\$955,717.96</b>		<b>\$739,903.49</b>

**Bank Reconciliation  
to September 30, 2011**

	ATB (23 and 24) General	ATB (25) SIP Grant	ATB (26) AMIP Grant	ATB (28) MSI - Capital	TOTAL
Balance August 31, 2011	\$3,400,558.78	\$236,023.93	\$292,303.39	\$27,505.35	\$3,956,391.45
ADD RECEIPTS	\$645,461.59				
ADD: INTEREST	\$2,443.78	\$193.99	\$240.25	\$22.61	
LESS EXPENSES	-\$861,519.29				
LESS: TRANSFER FROM					
ADD: TRANSFER TO					
LESS: DEBENTURES					
LESS: SCHOOL REQUISITION					
LESS: RET'D CHEQUES					
LESS: BANK CHARGES	-\$322.19				
LESS: ADJUSTMENTS	-\$25.33				
ADD: CANCELLED CHEQUES					
ADD: BANK ERROR					
Balance September 30, 2011	<u>\$3,186,597.34</u>	<u>\$236,217.92</u>	<u>\$292,543.64</u>	<u>\$27,527.96</u>	<u>\$3,742,886.86</u>

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

Why do people rent in Rimbey?

As real estate investors and landlords we are responsible for tenants in 27 units in Rimbey. These range from single bedroom suites to 4 bedroom houses and cover a wide spectrum of Rimbey residents.

Of 27 rental units (Sept /11) the tenant profile breaks down as follows:

- 20 units have tenants who have moved in from out of the area. All 20 have moved here because of work opportunities. 3 also have family members living in Rimbey and 1 wishes to be part of a local church.
- 7 tenants are local people with a strong personal history in Rimbey. 3 of these rely on strong extended family support (parents or siblings). 4 of the tenants are in Rimbey because of the combination of work opportunities and personal relationships.

This is provided as information that hopefully is of value to the town council in understanding why people move to or stay in Rimbey.

John Peacock



# RIMBEY CHRISTIAN SCHOOL

Box 90 \* Rimbey, Alberta T0C 2J0  
Phone 403-843-4790 \* Fax 403-843-3904  
office@rimbeychristianschool.com

*Faith in Action - Faithful Education*

RECEIVED

SEP 29 2011

TOWN OF RIMBEY

Sept. 28, 2011

To the Rimbey Town Council  
c/o Mayor Sheldon Ibbotson

To Mayor Ibbotson,

I am writing this letter to request that the Rimbey Town Council would consider a Joint Use Agreement between Rimbey Christian School and the recreation facilities that are available through the town.

We heard about the joint use agreement through a member on town council and we would like to pursue this agreement further. Our physical education program is somewhat limited due to the fact that at this present time we do not have a gymnasium. Our activities are limited to what can be offered outdoors, which works when the weather is cooperative, but is challenging during inclement weather. We are interested in the joint user agreement because we feel that our students could greatly benefit from using the town recreation facilities.

If the town is receptive to such an agreement, the school facility could be made available for town use. The main feature of our facility that would benefit town members would be our outdoor rink. Our facility also offers classrooms, a small kitchen and one computer lab with 21 computers. These facilities could be used outside of school hours at anytime we do not have events scheduled, with advance notice.

Thank you in advance for your consideration.

Sincerely,

Edith Dening  
Principal, Rimbey Christian School



# Council Recommendation

**Date:** October 11, 2011

**Title:** Enhanced Policing Guidelines

**Presenter:** Emil Spilchak, Alberta Solicitor General and Public Security

---

## **Background:**

Attached is a copy of the Enhanced Policing Guidelines manual as information follow up to the September 19, 2011 meeting.

## **Discussion:**

If council is considering an Option 1 Enhanced Policing Agreement. The current annual cost to a community is approx. \$130,000 per officer and requires a minimal 3 year commitment agreement.

Mr. Spilchack suggested that we schedule a meeting date in October with himself and RCMP representatives and are prepared to come to Rimbey and meet with Council (at their convenience) and have a full discussion about the enhanced policing program.

Please advise of a convenient date/time and Mr. Spilchack will schedule with RCMP representatives.



# Guidelines for Requesting Enhanced Levels of Service

- For Municipal Officials and RCMP Detachment Commanders •



**For Rural Municipalities with Populations Of 5,000 or Less, First Nations, and All Municipal Districts and Metis Settlements regardless of Population that are Policed by the RCMP under the Provincial Police Service Agreement.**

**June 2011**

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## **INTRODUCTION**

Pursuant to Alberta's *Police Act*, the Government is responsible for ensuring that an adequate and effective level of policing is maintained throughout the province. The *Police Act* states that policing shall be provided to every municipal district and Métis settlement, regardless of population, and to every town, village and summer village with a population of 5,000 or less, at no direct cost. In April 1992, Alberta entered into the Provincial Police Service Agreement with the Government of Canada to provide policing by the RCMP Provincial Police Service to these communities.

The Enhanced Policing Policy establishes a working protocol to allow certain communities to purchase additional policing should they desire an enhanced level of service over and above the base level of service deemed adequate and effective. This additional level of policing is allowed under section 22(1) of the *Police Act*.

Communities that are eligible to enter into an agreement with the province for enhanced policing are listed as follows:

- Towns, Villages and Summer Villages with a population of 5,000 or less
- Municipal Districts, Counties, Improvement Districts, regardless of population
- Métis settlements
- First Nations

They will be referred to as “contractors” for the remainder of this guidelines document.

A contractor may choose to purchase an enhanced level of policing by entering into a long-term agreement to provide a fulltime police officer for a number of years, or by adding additional police officer(s) for a specified period of time when additional policing needs are identified.

The contractor would enter into an agreement with the Province of Alberta, as represented by Alberta Solicitor General and Public Security (hereinafter referred to as Solicitor General), to provide for enhanced policing. Pursuant to the agreement, arrangements for enhanced policing will be between the Province and the contractor.

The Enhanced Policing Policy was developed to ensure the safety and security of Albertans and their communities. This is especially the case when certain special events are held.

With respect to time-limited requests (Option 3), the RCMP should, in consultation with the local authority and event organizer, develop a policing plan and cost breakdown for the special event. The intent of the enhanced policing policy is to cost recover for those events that are for-profit that require an enhanced level of policing. It is not expected that all events, such as farmers markets, weddings and hockey games, will require an enhanced level of policing. However, enhanced policing needs will vary depending on the situation, event and the ability of each detachment's resources to police the event.

## **POLICING IN ALBERTA**

### **LEVELS OF SERVICE**

Alberta currently funds RCMP positions for all municipal districts and Métis settlements, and towns, villages and summer villages with populations of 5,000 or less to carry out the provincial policing responsibilities. It has been determined that this number of officers provides an adequate and effective level of policing to ensure that all legal requirements are fulfilled, that is, protection of life and property, maintenance of peace and good order, apprehension of criminals, prevention of crime and service of legal documents.

### **ENHANCING THE LEVEL OF SERVICE**

The base level for RCMP provincial policing resources allocated to a town, village or summer village with a population of 5,000 or less, a municipal district or a Métis settlement is established by an RCMP Workload Analysis which is used to determine the relative workload of each detachment and is also used as an indicator for the allocation of resources. The provincial detachments are assigned numbers corresponding to their relative workload, with number 1 denoting the busiest detachment. The workload analysis takes into consideration a number of factors in determining the staffing levels for detachments. These include:

- Environmental scanning;
- Nature and volume of crime;
- Demographics (size of population, age profile, density);
- Access and travel considerations including road and aircraft availability;
- Officers needed for shift coverage and to ensure backup and support;
- Objectives, priorities, and goals established by the Province;
- Total complement authorized by the Province; and
- Historical considerations and projections.

### **REQUIREMENTS OF THE *POLICE ACT***

Section 22(1) of the *Police Act* provides that a town, village or summer village with a population of 5,000 or less, a municipal district or a Métis settlement may enhance the level of policing services provided to their community. It stipulates that the Government of Alberta may enter into an agreement with the council of a town, village and summer village with a population of 5,000 or less, a municipal district or a Métis settlement for the provision of policing services by the Provincial Police Service. This agreement will be subject to the sharing of costs as determined by the Solicitor General.

First Nations communities have, by policy, been incorporated into the Provincial Enhanced Policing Policy and are subject to the same conditions as other contractors.

### **OPTIONS FOR INCREASING SERVICE**

A contractor may choose to purchase an enhanced level of policing in one of three ways:

[Option 1:](#) One contractor subcontracts with the province for a long-term full time RCMP member;

[Option 2:](#) More than one contractor subcontracts with the province for a long-term full time RCMP member; or

[Option 3:](#) Enhance the level of service for a specific event or limited period of time.

## **OPTION 1: ONE CONTRACTOR SUBCONTRACTS WITH THE PROVINCE FOR A LONG TERM FULL TIME RCMP MEMBER**

A contractor may subcontract with the province for a full time RCMP member for a minimum of three years. With this option, a five-year agreement is more desirable. However, it is understandable that a contractor may want to try a shorter agreement prior to making a five-year commitment.

### **Commencement of Duties**

It may be possible to accommodate the contractor's request within the existing provincial policing complement in Alberta. If not, the province will request the additional RCMP member(s) for the enhanced agreement in its annual submission to the Government of Canada by September 1<sup>st</sup>. Under the terms of the Provincial Police Service Agreement the federal government has up to one year to fill the position.

### **Duties/Transfer of Members**

The incumbent in the enhanced policing position will perform duties for the contractor in a manner that is consistent with the Provincial Police Service Agreement.

The incumbent in an enhanced policing position funded by the contractor will not be transferred from the community to fill a staff shortage in other areas of the Province. The only exception will be an emergency situation where all available members are required. In these situations, the contractor will be exempted from payment for the portion of time the enhanced policing position remains vacant.

### **Examples of Enhanced Policing Duties**

School resource officers, local traffic &/or weights and scales enforcement, drug enforcement, crime prevention initiatives, and/or simply augmentation of the local RCMP detachment resources.

### **Opting Out of Agreement**

The contractor may opt out of the agreement for an enhanced policing position by providing the Solicitor General with written notice one year prior to the desired termination date. In the event the police officer cannot be relocated by the termination date, the contractor will be responsible for payment until relocation of the incumbent is effected. The RCMP will make every effort to relocate the police officer as soon as possible.

When an enhanced policing position is terminated, the contractor may be responsible for expenses related to relocating the police officer occupying the enhanced policing position to another Alberta location.

### **Letter of Agreement with the Province**

Upon receipt of a request for enhanced policing by a contractor, the province will draft a Letter of Agreement outlining the administrative agreement and funding structure.

### **Protocol Agreement/Memorandum of Understanding with RCMP**

In addition to the financial/administrative agreement between the Province and the contractor, it is the responsibility of the contractor to also enter into a Protocol Agreement (also known as a Memorandum of Understanding or MOU) with the appropriate RCMP detachment. This document will outline the specific manner in which the policing services will be provided.

### **Payment**

The contractor must pay the full provincial share for the respective fiscal year for each additional RCMP member. For the 2011/2012 fiscal year, for instance, the provincial share for each RCMP Provincial Police Service member is estimated at \$130,000. Should the contractor default in all or any part of its payment, the Province may immediately cancel the agreement. The contractor would then be responsible for relocation expenses of the police officer occupying the enhanced position.

## OPTION 1: STEPS TO OBTAIN ENHANCED AGREEMENT

1. The community should conduct a local needs assessment to ensure the enhanced policing option meets their requirements. The community should also discuss their needs with the local RCMP Detachment Commander to ensure deliverability of needs.
2. The community requests a presentation by representatives of the Alberta Solicitor General and Public Security and the RCMP "K" Operations Strategy Branch on the enhanced policing program.
3. The community (contractor) submits a written request (under the signature of the Mayor, Town Manager, or Administrator) to Alberta Solicitor General for an Enhanced Agreement. This request can be addressed to the Assistant Deputy Minister, Public Security Division, at the following address:

Assistant Deputy Minister  
Public Security Division  
Alberta Solicitor General and Public Security  
10<sup>th</sup> Floor, 10354 – 97 Street  
Edmonton, AB T5J 3W7

4. The letter should indicate that the local council is in support of the request.
  - A Motion approved by council or a Band Council Resolution (in the case of First Nations communities) indicating support for the request should also be submitted.
  - The letter should indicate the number of positions being requested, the target date for commencement and the length of the agreement.
5. After discussions with RCMP "K" Division, Alberta Solicitor General and Public Security will generate the Letter of Agreement. The Letter of Agreement outlines the administrative agreement and funding structure. **The drafting of this agreement is the responsibility of the Alberta Solicitor General and Public Security and should therefore not be drafted by any other party.**
6. At this time, the contractor should be working with the local RCMP Detachment to draft a Protocol Agreement (also referred to as the Memorandum of Understanding or MOU). The MOU must outline in detail the community's expectations from this enhanced position, the manner in which the policing services will be provided and the expected reporting protocol from the RCMP to the contractor. The contractor and the RCMP are responsible for preparing the MOU in consultation with each other.
7. Once Alberta Solicitor General and Public Security has generated the Letter of Agreement, three (3) copies will be sent to the contractor for signature. Two (2) copies are to be signed and returned to Alberta Solicitor General and Public Security.
8. Once the contractor and the RCMP Detachment have signed the MOU, the contractor shall send a copy to Alberta Solicitor General and Public Security for file information.

## **OPTION 2: MORE THAN ONE CONTRACTOR SUBCONTRACTS WITH THE PROVINCE FOR A LONG TERM FULL TIME RCMP MEMBER**

More than one contractor may jointly contract with the province for a full time RCMP member for a minimum of three years. As with Option 1, a five-year agreement is more desirable. However, it is understandable that the contractors may want to try a three-year agreement prior to making a five-year commitment.

### **Commencement of Duties**

It may be possible to accommodate the contractor's request within the existing provincial policing complement in Alberta. If not, the province will request the additional RCMP member(s) for the enhanced agreement in its annual submission to the Government of Canada by September 1<sup>st</sup>. Under the terms of the Provincial Police Service Agreement the federal government has up to one year to fill the position.

### **Duties/Transfer of Members**

The incumbent in the enhanced policing position will perform duties for the contractors in a manner that is consistent with the Provincial Police Service Agreement.

The incumbent in an enhanced policing position funded by the contractors will not be transferred from the community to fill a staff shortage in other areas of the Province. The only exception will be an emergency situation where all available members are required. In these situations, the contractors will be exempted from payment for the portion of time the enhanced policing position remains vacant.

### **Examples of Enhanced Policing Duties**

School resource officers, local traffic &/or weights and scales enforcement, drug enforcement, crime prevention initiatives, and augmentation of the local RCMP detachment resources.

### **Opting Out of Agreement**

The contractors may opt out of the agreement for an enhanced policing position by providing the Solicitor General with written notice one year prior to the desired termination date. In the event the police officer cannot be relocated by the termination date, the contractors will be responsible for payment until relocation of the incumbent is effected. The RCMP will make every effort to relocate the police officer as soon as possible. When an enhanced policing position is terminated, the contractors may be responsible for expenses related to relocating the police officer occupying the enhanced policing position to another Alberta location. If one or more partners make a decision to withdraw from the agreement, that termination then places the remaining contractor in a position where it must decide whether to carry on with the Agreement full-time solely or seek another partner(s). The one-year notice of termination provided for in the Agreement therefore will provide the contractor some valuable time to establish a workable solution. All parties to an Option 2 agreement should be fully aware of these implications.

### **Letter of Agreement with the Province**

Upon receipt of a request for enhanced policing by contractors, the province will draft a Letter of Agreement outlining the administrative agreement and funding structure.

### **Protocol Agreement/Memorandum of Understanding with RCMP**

In addition to the financial/administrative agreement between the Province and the contractor, the contractors are responsible for entering into a Protocol Agreement (also known as a Memorandum of Understanding or MOU) with the appropriate RCMP detachment. This document will outline the specific manner in which the policing services will be provided. It is important that due to the nature of the agreement, involving more than one partner, that all have a common understanding from this protocol agreement as to duties assigned, reporting, etc.

**Payment**

The contractors must pay the full provincial share for the respective fiscal year for each additional RCMP member. For the 2011/2012 fiscal year, as an example, the provincial share for each RCMP Provincial Police Service member is estimated at \$130,000. Should the contractors default in all or any part of its payment, the Province may immediately cancel the agreement. The contractors would then be responsible for relocation expenses of the police officer occupying the enhanced position.

## OPTION 2: STEPS TO OBTAIN AN ENHANCED AGREEMENT

1. The community should conduct a local needs assessment to ensure the enhanced policing option meets their requirements. The community should also discuss their needs with the local RCMP Detachment Commander to ensure deliverability of needs.
2. The community requests a presentation by representatives of the Alberta Solicitor General and Public Security and the RCMP "K" Division Operations Strategy Branch on the enhanced policing program.
3. The community (contractor) submits a written request (under the signature of the Mayor, Town Manager, or Administrator) to Alberta Solicitor General and Public Security for an Enhanced Agreement. This request can be addressed to the Assistant Deputy Minister, Public Security Division, at the following address:

Assistant Deputy Minister  
Public Security Division  
Alberta Solicitor General and Public Security  
10<sup>th</sup> Floor, 10365 – 97 Street  
Edmonton, AB T5J 3W7

4. The letter should indicate that the local council is in support of the request.
  - A Motion approved by council or a Band Council Resolution (in the case of First Nations communities) indicating support for the request should also be submitted.
  - The letter should indicate the number of positions being requested, the target date for commencement and the length of the agreement.
5. After discussions with RCMP "K" Division, Alberta Solicitor General and Public Security will generate the Letter of Agreement. The Letter of Agreement outlines the administrative agreement and funding structure. **The drafting of this agreement is the responsibility of the Alberta Solicitor General and Public Security and should therefore not be drafted by any other party.**
6. At this time, the contractor should be working with the local RCMP Detachment to draft a Protocol Agreement (also referred to as the Memorandum of Understanding or MOU). The MOU must outline in detail the community's expectations from this enhanced position, the manner in which the policing services will be provided and the expected reporting protocol from the RCMP to the contractor. The contractor and the RCMP are responsible for preparing the MOU in consultation with each other.
7. Once Alberta Solicitor General and Public Security has generated the Letter of Agreement, three (3) copies will be sent to the contractors for signature. Two (2) copies are to be signed and returned to Alberta Solicitor General and Public Security.
8. Once the contractors and the RCMP Detachment have signed the MOU, the contractors shall send a copy to Alberta Solicitor General and Public Security for file information.

### **OPTION 3: ENHANCE THE LEVEL OF SERVICE FOR A SPECIFIC EVENT OR LIMITED PERIOD OF TIME**

A contractor may contract with the Province for an RCMP member for a specified period of time when there are additional policing needs such as summer weekends, seasonal circumstances or special events.

It is not expected that all events, such as farmers markets, weddings and hockey games, will require an enhanced level of policing. Enhanced policing needs will vary depending on the situation, event and the ability of each RCMP Detachment's resources to police the event.

#### **Duties of Members**

The RCMP Detachment Commander in consultation with the contractor will be responsible for determining the use of overtime hours in the most effective manner. The RCMP member will perform duties for the contractor in a matter that is consistent with the Provincial Police Service Agreement

#### **Letter of Agreement with the Province**

Upon receipt of a request for enhanced policing by a contractor, the province will draft a Letter of Agreement outlining the administrative agreement and funding structure.

#### **Term of the Agreement**

The agreement will specify the dates, number of hours and total dollar amount for the enhanced policing.

#### **Enhanced Policing Performance Plan with RCMP**

In addition to the financial/administrative agreement between the Province and the contractor, the contractor is responsible for entering into an Enhanced Policing Performance Plan with the appropriate RCMP Detachment Commander. This document will outline the specific manner in which the policing services will be provided.

#### **Payment**

The Province will invoice the contractor upon completion of the enhanced policing services provided under this agreement. The contractor shall make the payment directly to the Minister of Finance in the amount determined when the agreement was made and as confirmed by the RCMP following completion of the requested additional policing. The hourly rate of pay used for billing purposes will be the actual RCMP overtime rate of pay (the 2011/2012 estimated rate is \$78.00 per hour based on the double overtime rate) and related costs.

The contractor may specify the total amount of funding that is to be provided for enhanced policing. For example, the enhanced level of service will not exceed a maximum of thirty-five hundred dollars (\$3,500).



### OPTION 3: STEPS TO OBTAIN AN ENHANCED AGREEMENT

1. The contractor to submit a written request (under the signature of the Mayor, Town Manager or Administrator) to Alberta Solicitor General and Public Security for a time-limited Enhanced Agreement. This request can be addressed to the Assistant Deputy Minister at Public Security Division, at the address shown below:

Assistant Deputy Minister  
Public Security Division  
Alberta Solicitor General and Public Security  
10<sup>th</sup> Floor, 10354 – 97 Street  
Edmonton, AB T5J 3W7

2. The RCMP, in consultation with the municipality, will develop an operational policing plan and cost breakdown for the event. Note that in the case of an outside event organizer being involved, a representative from the group should be included in this meeting.
3. The letter should indicate that the RCMP, the contractor and the event organizer are in support of the operational plan.
4. In addition, the letter should include the reason for the request (such as, a special event), the number of hours for the agreement, the total dollar amount authorized and the dates.
5. After discussions with RCMP "K" Division, Alberta Solicitor General and Public Security will generate the Letter of Agreement. The drafting of this agreement is the responsibility of the Alberta Solicitor General and Public Security and should therefore not be drafted by any other party.
6. At this time, the contractor should be working with the local RCMP Detachment to draft the Enhanced Policing Performance Plan. This Performance Plan should outline the specific manner in which the policing services will be provided. The contractor and the RCMP are responsible for preparing the Performance Plan.
7. Once Alberta Solicitor General and Public Security has generated the Letter of Agreement, three (3) copies will be sent to the contractor for signature. Two (2) copies are to be signed and returned to Alberta Solicitor General and Public Security.
8. Once the contractor and the RCMP Detachment have signed the Performance Plan, the contractor shall send a copy to Alberta Solicitor General and Public Security for file information.

## FOR ADDITIONAL INFORMATION CONTACT:

Emill Spilchak, Policing Programs Analyst  
Law Enforcement Oversight Branch  
Public Security Division  
Alberta Solicitor General and Public Security  
10<sup>th</sup> Floor, John E. Brownlee Building  
10365 - 97<sup>th</sup> Street  
Edmonton AB T5J 3W7  
Email: [emill.spilchak@gov.ab.ca](mailto:emill.spilchak@gov.ab.ca)  
Telephone: (780) 427-7091

General Office:

☎ Telephone: (780) 427-7091

📠 Facsimile: (780) 427-5916

Written requests for enhanced policing should be addressed to:

Assistant Deputy Minister  
Public Security Division  
Alberta Solicitor General and Public Security  
10<sup>th</sup> Floor, 10354 – 97 Street  
Edmonton, AB T5J 3W7

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