

TOWN OF CARMAN

By-Law No. 905 ^


A BY-LAW of the Town of Carman to ratify and confirm an agreement respecting the Town of Carman and the Royal Canadian Mounted Police.


WHEREAS an agreement dated the twenty-third day of November A.D. 1961, and duly made by the Town of Carman respecting the policing of the Town of Carman by the Royal Canadian Mounted Police, and it is deemed necessary and expedient to ratify and confirm said agreement:

NOW THEREFORE the Council of the Town of Carman in Council assembled, enacts as follows:

That a certain agreement dated the twenty-third day of November A.D. 1961, and made between Her Majesty the Queen in right of Canada of the first part, and the Corporation of the Town of Carman in the Province of Manitoba of the second part, and Her Majesty the Queen in right of Manitoba, represented by the Honorable the Attorney-General of Manitoba of the third part, be and the same is hereby ratified and confirmed.

DONE AND PASSED in Council assembled this twenty-third day of November A.D. 1961.


Deputy Mayor


Secretary-Treasurer

MUNICIPALITY OF THE
TOWN OF CARMAN
INCORPORATED 1905
CARMAN, MANITOBA

November 23, 1961

Lucking-Lenton:- That the Town of Carman agrees to a rental fee of \$180.00 per annum for the provision of office space by the R.C.M.P. for their use during the period June 1, 1961 to May 31, 1962.

I, Abram Lincoln Loepky, secretary-treasurer of the Town of Carman, hereby certify the foregoing to be a true and correct copy of a resolution passed by the council of the Town of Carman at a regular meeting held Thursday, November 23, 1961.


Secretary-Treasurer

MEMORANDUM OF AGREEMENT entered into this 23rd day of November
A.D. 1961.

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada,
hereinafter referred to as "Canada",

OF THE FIRST PART

and

THE CORPORATION OF THE Town
of Garman in the Province of
Manitoba, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

HER MAJESTY THE QUEEN in right of Manitoba,
represented herein by the Honourable the Attorney-
General of Manitoba, hereinafter referred to as
"Manitoba",

OF THE THIRD PART

WHEREAS by section 20 of the Royal Canadian Mounted Police Act, being chapter 54 of the Statutes of Canada, 1959, the Minister may, with the approval of the Governor in Council, enter into arrangements with any municipality, provided the prior approval of the Lieutenant Governor in Council of the Province wherein such municipality is situate is obtained for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in such municipality and in carrying into effect the laws in force therein; and may, with the approval of the Treasury Board in any such arrangement, agree upon and determine the amount of money which shall be paid by the Municipality for such services of the Force.

AND WHEREAS by section 16 of The Provincial Police Act, being chapter 208 of the Revised Statutes of Manitoba, 1954, the Government of Manitoba on the request of the Municipality may enter into an agreement or agreements with the Municipality and with Canada for the purposes of having the duties assigned by any law to its police undertaken, assumed and carried out by the Royal Canadian Mounted Police;

AND WHEREAS the Municipality is desirous of having the Royal Canadian Mounted Police police it and the Municipality has requested Canada and Manitoba to enter into an agreement for this purpose;

AND WHEREAS Manitoba has expressed its willingness to have this agreement executed;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In this agreement,
 - (a) "Unit" means the members of the Royal Canadian Mounted Police designated by Canada to police the Municipality under this agreement;
 - (b) "Force" means the Royal Canadian Mounted Police;
 - (c) "Commissioner" means the Commissioner of the Royal Canadian Mounted Police;
 - (d) Except where reference is made to a fiscal year, a year shall be deemed to commence on the day this agreement comes into force and thereafter on the anniversary date thereof; and
 - (e) Words in the singular include the plural and words in the plural include the singular.
2. The unit shall, subject to the provisions of this agreement, remain entirely under the control of Canada.
3. The unit shall perform in the municipality such duties and render such services and no others as are ordinarily performed by police constables in aiding the administration of justice, and specifically the unit will not be called upon to engage in
 - (a) the issue of licences, the collection of licence fees, or the carrying out of inspections regarding licences;
 - (b) the collection of any taxes or any monies other than fines or court costs for or on behalf of the municipality;

- (c) impounding of any dogs, cattle or other animals; and
 - (d) carrying out inspections in respect of by-laws relating to health, sanitation or fire prevention.
4. The member in charge of the unit shall
- (a) in enforcing by-laws of the municipality, act under the lawful direction of the mayor or reeve of the municipality, as the case may be, or such person as may be designated in writing for this purpose by the mayor or reeve.
 - (b) report as often as requested to the mayor or reeve of the municipality, as the case may be, or to such person as may be designated in writing for this purpose by the mayor or reeve, on the subject of law enforcement in the municipality.
5. The municipality shall when requested by the member in charge of the unit provide without cost to Canada the services of a solicitor to assist in conducting any prosecution for an offence alleged to have been committed within the municipality.
6. Members of the unit may retain any fees allowed under any law to peace officers for work done and services rendered in respect of any prosecution, which fees shall be remitted in accordance with section 23 of the Royal Canadian Mounted Police Act.
- 6A. In any case in which the complaint is made or information is laid by a member of the Royal Canadian Mounted Police Force for an offence alleged to have been committed outside the boundaries of the Municipality even though such complaint or information is heard and the case determined within the boundaries of the Municipality, the whole of the fine or fines will be paid to Manitoba except where same belongs to Canada under the provisions of the Criminal Code.
7. In the event that the municipality desires the removal of any particular member of the unit, a request for such removal, in writing, together with the reasons therefor shall be forwarded by the mayor or reeve of the municipality, as the case may be, to the Commissioner, Ottawa, Ontario, who shall give such request full consideration, and the Commissioner's decision thereon shall be final.
8. (1) For the purposes of this agreement, Canada will provide at all times ~~Two~~ (2)..... members of the Force, but such members will not be replaced when absent by reason of a day off each week, national holidays, annual leave or sickness, except where such sickness results in a member being absent in excess of thirty consecutive days.
- (2) In the event of a major emergency, all or part of the unit may be temporarily withdrawn from the municipality, but such withdrawal shall not affect the financial arrangements herein provided for, and in such case Canada shall provide the municipality with substitute police protection without additional cost to the municipality.
- (3) What constitutes a major emergency shall be wholly in the discretion of the Commissioner and his decision thereon shall be final.
9. (1) During the period from June 1, 1961, to May 31, 1962, an annual sum calculated on the following basis shall be paid by the Municipality in respect of the members of the unit provided pursuant to this agreement, namely,
- (a) fifty percent for each of the first five members; and
 - (b) seventy-five percent for each additional member
- of the average cost per member of maintaining and operating the Force during the fiscal year of the Government of Canada ending on March 31, 1961.
- (2) For the purposes of this agreement, the average cost per member of maintaining and operating the Force during the fiscal year shall be determined by dividing the total number of persons on the strength of the Force on the last day of the fiscal year into the number that is (2)

obtained by adding together all the expenditures made by the Government of Canada during the fiscal year for the purposes of the Force and an amount calculated in accordance with sub-clause (4), but not including expenditures relating to

- (a) the acquisition of real property and the construction of new buildings;
- (b) the remuneration to members of the Corps of Commissionaires for services rendered; and
- (c) the cost of operating and maintaining the Marine Division.

(3) In the immediately preceding sub-paragraph the words "total number of persons on the strength of the Force" mean all persons employed in the Force under the authority of the Royal Canadian Mounted Police Act except members of the Royal Canadian Mounted Police Reserve and members of the Royal Canadian Mounted Police "Marine" Division.

(4) For the purposes of this agreement the annual cost of pensions shall be twelve percent of the annual payroll of the Royal Canadian Mounted Police after the pay of the "Marine" Division has been deducted therefrom.

(5) The municipality shall pay Canada nine cents per mile for each mile travelled in excess of 3,100 per annum by motor vehicles owned by Her Majesty the Queen in right of Canada and used for the purposes of this agreement, such mileage to be calculated semi-annually and payable as hereinafter provided.

(6) All sums payable under this agreement shall be paid semi-annually by cheque drawn in favour of the Receiver General of Canada, and sent by registered mail addressed to the Commissioner, Ottawa, Ontario.

10. The municipality shall provide and maintain at the request and to the satisfaction of the Commissioner, without cost to Canada, for the use of the unit, the following facilities, namely:-

- (a) furnished, heated and lighted office accommodation together with telephone and water supply;
- (b) heated and lighted jail cell accommodation together with bedding and water supply; and
- (c) heated, when necessary, and lighted garage space for automobiles owned by Her Majesty the Queen in the right of Canada and used for the purposes of this agreement.

11. In the event that Canada provides and maintains for the use of the unit any or all of the facilities mentioned in the immediately preceding paragraph, the municipality shall pay Canada an amount which, in the opinion of the Commissioner, the municipality would reasonably have been required to expend if it had provided comparable facilities.

12. The agreed strength of the unit may be increased or decreased at the request of the municipality, but any requested decrease which in the opinion of the Commissioner would affect the efficient policing of the municipality may be refused and any requested increase which in the opinion of the Commissioner is not necessary may also be refused; the Commissioner's decision thereon shall be final in each instance.

13. Where an increase or decrease in the strength of the unit results in a member thereof serving the municipality for a period of less than one year, the municipality shall pay Canada in respect of that member a sum to be determined by dividing the figure 365 into the annual sum payable by the municipality for one member of the unit in the year in which the services commenced in the case of an increase or terminated in the case of a decrease and multiplying the result by the number of days actually served by such member.

14. Notwithstanding any other term of this agreement, Canada shall have the right, in the event of default being made by the municipality in payment of all or any part of any sums of money due under this agreement, to cancel the agreement without notice at any time after a period of three months from the date of such default.

15. The municipality shall, except as hereinafter provided, assume all expenses involved in the maintenance and subsistence, including medical services and the acquisition of any medical certificate required by law, of any person charged with, or detained in respect of, an offence committed within the municipality.

16. Where criminal proceedings are instituted against a person by the Government of Canada or any department or agency thereof, all expenses involved in the maintenance and subsistence, including medical services and the acquisition of any medical certificate required by law in respect of such person, shall be paid by Canada.

(2)

17. All costs, including maintenance and subsistence while en route, incurred in escorting a person charged with or convicted of an offence committed within the municipality from the place where he is apprehended in Canada to the place of trial or institution where his sentence is to be served, as the case may be, shall be paid by Canada, except that where such person is located outside the Province he will be returned to the Province only upon the direction of the Attorney General of the Province in which the municipality is situate.

18. The municipality shall, subject to clause (16), pay all expenses incurred in the hiring of civilian guards or matrons to guard persons being detained in respect of an offence committed within the municipality.

19. This agreement shall come into force and bind the parties thereto from the 1st day of June 19 61, to the 31st day of May 19 62, unless previously terminated by either party giving to the other party six months' notice in writing; the notice shall be communicated as follows:-

- (a) to Canada, by personal service on the Commissioner or Deputy Commissioner or by registered mail addressed to the Commissioner, Ottawa, Ontario; and
- (b) to the municipality, by personal service on the mayor or reeve of the municipality as the case may be, or in his absence on the acting mayor or reeve, or by registered mail addressed to the reeve, or mayor of the municipality at the municipality's principal place of business.
- (c) to Manitoba by personal service on the Attorney General of Manitoba or by registered mail addressed to the Attorney General of Manitoba at Winnipeg.

IN WITNESS WHEREOF the Commissioner has executed this agreement on behalf of Canada, and the municipality has caused its corporate seal to be hereunto attached, duly attested by the hands of its proper officers in that behalf.

SIGNED on behalf of the Governor in Council by the Commissioner of the Royal Canadian Mounted Police in the presence of

A.S. Forthright

[Signature]
Commissioner

SIGNED on behalf of the Corporation of the Town of Carman in the Province of Manitoba in the presence of

of Josephine Arnett

[Signature]
Mayor - Reeve

[Signature]
City - Municipal Clerk and Treasurer

SIGNED on behalf of the Government of Manitoba by the Honourable the Attorney-General of Manitoba in the presence of

[Signature]

[Signature]
Attorney-General