Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

FILE DOSSIER GH-128-E-4-32 (1965) VOLUME

DEPARTMENT MINISTÈRE

POLICING OF LANGLEY CITY

SUBJECT SUJET

RCMP 5255 SUBJECT:

DATE	CHARGED OUT OR TRANSFERRED TO	P.A DATE	P.A INITIALS	DATE	CHARGED OUT OR TRANSFERRED TO	P.A DATE	P.A INITIALS

HISTORICAL MATERIAL
MATÉRIEL HISTORIQUE
MICROFILMED
DO NOT CHARGE OUT
MICROFILMÉ NE PAS SORTIR

FILE DOSSIER GH-128-E-4-32 (1965) VOLUME
SUBJECT SUJET POLICING OF LANGLEY CITY

FILE DOSSIER GH-128-E-4-32 (1965) VOLUME

SUBJECT SUJET POLICING OF LANGLEY CITY

B. F. DATE 21-12-80
REVIEW FOR DESTRUCTION

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

FILE DOSSIER GH-128-E-4-32 (1965) VOLUME

DEPARTMENT MINISTÈRE

POLICING OF LANGLEY CITY

SUBJECT SUJET

RCMP 5255 SUBJECT:

DATE	CHARGED OUT OR TRANSFERRED TO	P.A DATE	P.A INITIALS	DATE	CHARGED OUT OR TRANSFERRED TO	P.A DATE	P.A INITIALS

HISTORICAL MATERIAL
MATÉRIEL HISTORIQUE
MICROFILMED
DO NOT CHARGE OUT
MICROFILMÉ NE PAS SORTIR

FILE DOSSIER GH-128-E-4-32 (1965) VOLUME
SUBJECT SUJET POLICING OF LANGLEY CITY

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

RCMP

FILE DOSSIER GH-128-E-4-32 (1965) VOLUME

DEPARTMENT MINISTÈRE

SUBJECT SUJET POLICING OF LANGLEY CITY

File

Name

From

CHARGED OUT		C.R. CLERK	CHARGED OUT		C.R. CLERK
DATE	TO		DATE	TO	
81-10-09	to be micro	FB			

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

Re: R.C.M.P. Agreement with the Corporation of the District of Langley

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED for your information and Headquarters records. Further reports will follow as this matter develops.

Victoria, B.C.
12-10-54.

G.R. Engel, Insp.
for Officer Commanding "E" Division, AOD

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

"E" DIVISION
Chilliwack Sub-Division

CKSD 2/2-4
V 2-2-27

Chilliwack, B.C.
October 8, 1954.

Officer Commanding,
"E" Division,
R.C.M. Police,
Victoria, B.C.

Re: R.C.M.P. Agreement with the
Corporation of the District
of Langley.

1. A recent plebiscite was held in the Municipality of Langley, resulting in it being unanimously voted that the portion of that Municipality commonly known as Langley Prairie, B.C. be incorporated as a City, effective January 1st. 1955, which area will be approximately four square miles, with a population in the neighbourhood of 3,500.

2. The incorporating of the City of Langley will, no doubt, result in a reduction in our Municipal Policing Strength chargeable to the Municipality of Langley and the possibility of a separate contract being entered into between the City of Langley and this Force. There has been no correspondence or discussion between the writer and the Municipality of Langley concerning the present Policing Contract which expires on May 31st 1955, however, the foregoing is submitted for your information.

sgd
(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

3

C.3129-43. -original

C 3129-74 - copy

January 17th, 1955.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Agreement for Policing the Corporation of the District of Langley.

1. I refer to the report, dated October 8th, 1954, from the Officer Commanding Chilliwack Sub-Division concerning the recent plebiscite which was held in the Municipality of Langley.

2. Please let me know if the portion of the municipality known as Langley Prairie has been incorporated as a city, and if so, is it the intention that we continue to police this area.

J. D. Bird,
Deputy Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

Re: Agreement for Policing The Corporation of the District of Langley

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED. This has reference to the Deputy Commissioner's memorandum of the 17th instant. It will be noted from the above that the Provincial authorities have agreed to the incorporation of the City of Langley but this is not expected to take place before April 1st, 1955. However, this situation is being closely watched and further reports will follow as they come to hand from the Officer Commanding Chilliwack Sub-Division.

Victoria, B.C.
27-1-55.

C.E. Rivett-Carnac, Asst. Commr.,
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

5

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
DIV. FILE No. CKSD 2/2-4 / V 2-2-27 ↙
H. Q. FILE No. C 3129-43 - original.
C 3129-74 - copy

Chilliwack, B.C.
January 25, 1955

Officer Commanding,
"E" Division,
R.C.M. Police,
Victoria, B.C.

Re: Agreement of Policing The Corporation of the District of Langley

1. From enquiries made in this regard it has been learned that Maurice MULLIGAN, Barrister etc., of Langley Prairie, is in charge of Incorporation proceedings, with full power to do as he sees fit anything and everything to bring the incorporation about, at which time he will have no further responsibility in the matter.

2. Mr. MULLIGAN has just returned from Victoria and although the Provincial authorities have agreed to allow the incorporation of the City of Langley he does not know when such incorporation will be completed but hopes to have his work finished in time to have a Council elected and take over the governing of the city by April 1st. 1955. Mr. MULLIGAN is returning to Victoria this date and will not be back for a week or so at which time he expects to have more definite information in this matter.

3. Insofar as the policing of the City of Langley is concerned, this will be a matter for the new Council to deal with but according to Mr. MULLIGAN, who has the feeling of those who have brought the matter to this stage, they will, no doubt, want a separate R.C.M. Police Detachment. However, if that is considered not practical from a cost point of view they will, no doubt, negotiate with the Municipality, preferably Langley, to have policing costs shared on a percentage basis.

4. From the above it will be seen that at this stage there is no authority to deal with at the present time connected with the proposed City of Langley who can give any definite statement regarding the policing of the area.

5. This situation is being watched closely by this office and any further information coming to hand will be reported upon immediately.

(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

6

Div.file V. 2-2-27
HQ file C. 3129-43

Re: Agreement for Policing the Corporation of the District of Langley.

The Commissioner, R.C.M.P., OTTAWA, ONT.

130508 MAR 955

FORWARDED having reference to my forwarding minute of January 27th last and previous correspondence in this connection. It would appear from the gist of this report that the City of Langley will be incorporated within the next few days, after which a Council will be appointed to deal with the many problems facing them and will act in that capacity until an election is held on March 25th.

2. It would appear from the contents of this memorandum that in any event this Force will be expected to police this area until the present contract expires on March 31st of this year and it is not known at this time whether or not the City of Langley will formulate its own police force, or if they will be desirous of entering into an agreement with this Force. As will be noted in the penultimate paragraph of Insp. C.W. Speers' memorandum, should we be required to police the City of Langley, we will need at least 3 additional members and a radio-equipped car.

3. Further correspondence will follow as received from the Officer Commanding, Chilliwack Sub-Division.

Victoria, B.C.,
Mar. 4, 1955.

G. R. Engel, Insp. for
Officer Commanding "E" Division, A.O.D.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
DIV. FILE No. CKSD 2/2-4
V 2-2-27

H. Q. FILE No.

Chilliwack, B.C.
March 2, 1955

Officer Commanding,
"E" Division,
R. C. M. Police,
Victoria, B.C.

Re: Agreement for Policing the Corporation of the District of Langley

1. Further to previous correspondence in this connection. On the 1st instant the writer interviewed Reeve G.W. Brooks of the Corporation of the District of Langley, at which time he stated there was no one with whom he could speak to who had any authority in so far as the City of Langley is concerned, consequently the matter of policing the new area is being held in abeyance.

2. Maurice Mulligan, Barrister etc., has been in conversation with the Reeve and has suggested the City enter into an Agreement with the Municipal authorities to have the policing of the City taken care of by the R.C.M.P. presently on contract with the Municipality. However, the Reeve has made no committment whatsoever as he claims Mr. Mulligan is in no position to enter into any Agreement whatsoever on behalf of the City. At the time of my visit to Langley Mr. Mulligan was in Victoria and was not expected back for a few days, consequently he could not be interviewed.

3. Reeve Brooks stated the Incorporation of the City was expected to be completed within the next few days and also stated that he had heard, through Mr. Mulligan, that it was the intention to appoint a Council, immediately after the Incorporation proceedings were completed, to act until an election can be held on March 25th. If this procedure is carried out such Council would have the necessary authority to deal with the numerous problems, including the policing of the City.

4. It was learned from the Reeve, at this time, that he was quite prepared to recommend to his Council that if the City authorities so wish, and the plan was acceptable to The Honourable The Attorney-General and this Force, to enter into an Agreement with the City to have the area policed along the same lines as it has been in the pastby the personnel of the present Langley Detachment until the present Contract expires on May 31st of this year. On the expiration of the contract the Reeve stated he intends to recommend to Council to enter into an Agreement with this Force to carry out the policing of the Municipality and that the strength of such contract remain at 5 members for the Municipality. At the time of entering into this new contract with the Force Reeve Brooks stated it was his opinion that the City should then be well enough organized to assume their own responsibilities and it would be up to them to enter into whatever contract they so wished with the Force or to employ their own police force.

Cont. on Page Two.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

CKSD 2/2-4
V 2-2-27

Re: Agreement for Policing the Corporation of the District of Langley

5. The Reeve also informed me, at this time, that it was the intention of the Municipal authorities to maintain their Municipal Police Office in its present quarters within the City until the expiration of the lease on the building in 1956, at which time it was thought arrangements would be made to have the Police Office moved to some suitable quarters within the Municipality.

6. In so far as the Contract Strength of the Municipality remaining at 5 members is concerned, I might say, that it is the opinion of this office that this number of men should be maintained. The Municipality of Langley is a very large area and its close proximity to New Westminster and Vancouver makes the area vulnerable to the criminal element of these localities. There are numerous business establishments within this area and the entire Municipality is well built up with good roads throughout and it is felt that in order to give such area proper police coverage the Detachment strength of 5 should be maintained.

7. Although at this time it is not known what the authorities of the City of Langley will be intending to do in regard to the policing of the City it is considered to give the area, which will comprise about 4 sq. miles with a population of some three thousand persons, good coverage, from a policing point of view, at least 3 members would be required together with radio equipped car.

8. Further particulars pertaining to this matter can be expected in due course.

(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Divisi on.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

9

C-3129-74

15180E MAR 23 55

Div. File No. V.2-2-27
H.Q. File No. C.3129-43 ← copy on
CKSD 2/2-4

Re: Agreement for Policing the Corporation of the District of Langley.

Officer Commanding,
Chilliwack Sub-Division,
R.C.M.Police,
Chilliwack, B.C.

FORWARDED for your information, with copies of the letter under acknowledgment attached. The above has reference to your memorandum of 2nd March, 1955.

2. It is obvious that the new City of Langley cannot be left without Police protection during the period between its incorporation and the finalization of its policing arrangements. It is indicated in the attached letter received from the Deputy Attorney General that the City of Langley intends entering into some mutual arrangement with the Corporation of the District of Langley for the sharing of Police costs during this interval. It should, however, be borne in mind that this Force's contract is with the District of Langley, and nothing should be done with the men under contract to the District which is not acceptable to the Reeve.

3. Will you kindly keep in close personal touch with this general situation and report the exact interim arrangements being made.

Victoria, B.C.
18.3.55.

Insp., for
Officer Commanding "E" Division, A.O.D.

The Commissioner,
R.C.M.Police,
Ottawa, Ont.

FORWARDED for your information, with copies of the letter dated 16th March 1955, received from the Deputy Attorney General of the Province of British Columbia attached. This has reference to my forwarding minute of 4th March, 1955. You will be kept informed of any new developments in this connection.

Victoria, B.C.
18.3.55.

Insp., for
Officer Commanding "E" Division, A.O.D.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

ATTORNEY-GENERAL
PROVINCE OF BRITISH COLUMBIA

VICTORIA

IN YOUR REPLY REFER TO FILE P 291-15

March 16, 1955.

Asst. Commissioner C.E.Rivett-Carnac,
O/C "E" Division,
R.C.M.Police,
VICTORIA, B.C.

Dear Sir,

Re: Incorporation of the City of Langley.

A new municipality called "The City of Langley" has recently been incorporated and the territory comprised in this new municipality was formerly included in the municipality called "The Corporation of the Township of Langley".

You have a policing contract with the latter municipality and a problem has recently arisen with regard to the matter of the temporary policing of the new municipality.

I have been asked by the incorporated committee of the new municipality as to whether or not arrangements can be made with your Force for police coverage of the new municipality for two or three weeks, to allow time for the new municipality to convene its council and to make its arrangements for policing.

I am given to understand that arrangements will be made between the new municipality and the old municipality for the sharing of police costs during the period in question. I would suggest that, to save time, you have a member of your detachment interview Mr. Maurice W. Mulligan, Barrister, Wright Building, Langley Prairie, who for the time being is acting for the incorporated committee of the new municipality.

Yours truly,

H. Alan Maclea n,
Deputy Attorney-General.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

"E" Division

Victoria, B.C.
18th March, 1955.

V.2-2-27

C.3129-43

P 291-15

The Deputy Attorney General,
Province of British Columbia,
Parliament Buildings,
Victoria, B.C.

Dear Sir,

Re: Agreement for Policing the
Corporation of the District of Langley.

Receipt is acknowledged of your letter of 16th March, 1955, "Re: Incorporation of the City of Langley", and it would appear that the new City cannot be left without Police protection pending finalization of its policing arrangements. The Officer Commanding Chilliwack Sub-Division has been in close contact with Mr. Maurice W. Mulligan, Barrister of Langley Prairie, B.C., who is at present acting on behalf of the City of Langley and suitable temporary arrangements will be made.

It would be appreciated if this office could be kept advised of any further developments which may occur in connection with this matter.

Yours truly,

Insp., for
Officer Commanding "E" Division, A.O.D.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

166147 MAR2855

Re: Agreement for Policing the Corporation of the District of Langley

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED being further to my forwarding minute of the 18th instant and previous correspondence. As indicated in previous correspondence reports will be forwarded as received from the Officer Commanding Chilliwack Sub-Division in order that Headquarters may be kept fully informed of the developments.

Victoria, B.C.
22-3-55.

C.E. Rivett-Carnac, Asst. Commr.,
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

13

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
DIV. FILE No. CKSD 2/2-4 / V 2-2-27 17-3-55 AD

H. Q. FILE No.

Chilliwack, B.C.
March 18, 1955

Officer Commanding,
"E" Division,
R.C.M. Police,
Victoria, B.C.

Re: Agreement for Policing the Corporation of the District of Langley

1. Further to previous correspondence in this connection. Information received through the N.C.O. i/c Langley Detachment indicates that the incorporated City of Langley was proclaimed on March 17th, 1955, and at the same time a provisional Council, composed of the following men, was appointed to act on all matters until a permanent Council is elected, such members being sworn in on the P.M. of the 17th.

Hunter VOGEL,	Mayor
Richard LANGDON,	Councillor
John JEFFERY,	Councillor
Clive ROGERS,	Councillor
W.C. STEVENS,	Councillor
Sam NUNDALL,	Councillor.

This provisional Council will act until an election is held, the date for such election being set as May 20th, 1955.

2. It has also been learned that at a meeting of the Municipal Council, held on the 14th instant, Reeve Brooks made the suggestion, and the City authorities agreed to same, that the policing system as presently in effect be continued until May 31st when the Municipal Agreement with this Force comes up for renewal.

3. No other correspondence or information regarding this situation has come to hand from any other source as yet concerning the possibility of a new contract being entered into between the Force and this newly created City of Langley.

(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

14

C 3129-74 -copy
C 3129-43.-orig

Div. Ref. No. V. 2-2-27. March 23, 1955.

The Officer Commanding,
"E" Division,
R.C.M. Police,
Victoria, B.C.

Agreement for Policing the Corporation of the District of Langley, B.C.

1. I refer to your minute of March 4th forwarding a report dated the 2nd instant from the Officer Commanding, Chilliwack Sub/Division, with regard to the proposed policing of the District and City of Langley.

2. I have noted Inspector Speers states that five members of the Force will be required to police the District of Langley with three additional members being required for the City, together with one radio equipped car. It is hard to understand why an increase of three members would be required to police the District and City when no change has occurred in the total area or population. I would like you to go into this matter further and let me have your comments.

PRU/EAH

L.H. Nicholson,
Commissioner.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

C-31201-43

Re: Agreement for Policing the Corporation of the District of Langley

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED having reference to previous correspondence in this connection. Further reports will follow as this matter develops.

Victoria, B.C.
23-3-55.

C.E. Rivett-Carnac, Asst. Commr.,
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

16

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
DIV. FILE No. CKSD 2/2-4 / V 2-2-27
H. Q. FILE No. C 3129-43

Chilliwack, B.C.
March 21, 1955.

Officer Commanding,
"E" Division,
R. C. M. Police,
Victoria, B.C.

Re: Agreement for Policing the Corporation of the District of Langley

1. Further to previous correspondence and in reply to Headquarters memorandum dated the 18th instant.

2. On this date it was learned through the Reeve of the Corporation of the District of Langley that an Agreement had been reached between such corporation and the authorities of the newly formed City of Langley whereby the policing of the City of Langley will be carried on under the present system until May 31st of this year when the Municipal agreement with this Force comes up for renewal.

3. It is understood that a meeting is being held this same date between the Corporation of the District of Langley and the City of Langley officials to finalize such agreement as to the amount which shall be paid by the City of Langley to the Municipality for such services.

(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

17

C.3129-74.
C.3129-43.

March 30th, 1955.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Agreement for policing the Corporation of the District of Langley, B.C.

1. This will acknowledge receipt of your minutes of the 18th, 22nd and 23rd instant, forwarding the correspondence referred to in regard to the policing of the Corporation of the District of Langley and the City of Langley.

2. I have noted that an agreement has been reached between the District and City authorities whereby the policing of the City of Langley will be carried on under the present system until the 31st May next which, in my opinion, is satisfactory.

3. I do not wish you to encourage the city authorities to enter into an agreement with this Force, rather you should take the stand that the City must make application on their own volition. The present policy regarding entering into new agreements will require us to secure Treasury Board approval as it will be, in effect, a new contract with the City of Langley. I cannot of course be sure, should the City of Langley make application for an agreement, that Treasury Board will grant approval.

L.H. Nicholson,
Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

18

"E" Division 178087 APR 455

V.2-2-27

G.3129-43-74

Victoria, B.C.
30th March, 1955.

Officer Commanding,
Chilliwack Sub-Division,
R.C.M.Police,
Chilliwack, B.C.

Re: Agreement for Policing the
Corporation of the District of
Langley, B.C.

1. With further reference to the above and previous correspondence on this subject, attached hereto are copies of a letter received from the Deputy Attorney General under date of 24th March, 1955, together with a letter addressed to the Deputy Attorney General from the legal firm of Severide and Mulligan of Langley Prairie, B.C.

2. The attached correspondence is forwarded for your information and further developments will be awaited.

Insp., for
Officer Commanding "E" Division, A.C.D.

The Commissioner,
R.C.M.Police,
Ottawa, Ont.

FORWARDED for your information, with copies of the correspondence referred to attached. Any new developments in regard to the policing of the City of Langley will be reported on in the usual manner.

Victoria, B.C.
30.3.55.

Insp., for
Officer Commanding "E" Division, A.C.D.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

19

ATTORNEY-GENERAL
PROVINCE OF BRITISH COLUMBIA

VICTORIA

IN YOUR REPLY REFER TO FILE P 291-15

March 24, 1955.

Officer Commanding "E" Division,
R.C.M.Police,
VICTORIA, B.C.

Attention: Inspector Engel.

Dear Sir,

Your File V.2-2-27
H.Q.File C. 3129-43
Re: City of Langley.

I have duly received your letter of March 18th, and now enclose herewith a copy of a letter received from Messrs. Severide & Mulligan.

I have informed the solicitors thatthey should negotiate direct with you in respect of any policing contract for the new municipality.

Yours truly,

H. Alan Maclean

H. Alan Maclean,
Deputy Attorney-General.

Encl.

C O P Y Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

SEVERIDE & MULLIGAN
BARRISTERS & SOLICITORS

WRIGHT BUILDING
DRAWER 400
LANGLEY PRAIRIE, B.C.

March 22nd, 1955.

The Deputy Attorney General,
Parliament Buildings,
Victoria, B.C.

Your Ref. P.291-15

Dear Sir,

Re: City of Langley

We have in hand your letter of March 15th, 1955, and thank you for the same.

We noted your request for an immediate reply as to whether or not the two municipalities had reached an agreement on the matter of a portion of the costs, and unfortunately we were unable to give you any concrete information until this day.

The Council of the City of Langley requested that the Council of the Corporation of the Township of Langley arrange for the policing of the City area up to and including May 31st, 1955. It was agreed by the City that in return for such services they would pay to the District Municipality 25% of the total policing costs. This was submitted to a Special Council Meeting of the District Municipality on March 21st, 1955, and we have this day been advised that they are prepared to accept the offer.

We have suggested to Reeve George Brooks of the District Municipality that he write to your Department accordingly, and we understand that he is arranging to do so forthwith.

It has been agreed between the municipalities that this arrangement will be covered by letters and no formal contract will be entered into unless it is felt by your Department that it will be necessary and advisable. In any event, we shall appreciate hearing from you regarding this point.

At the regular meeting of the City Council held March 21st 1955, the matter of policing of the City area from the 1st day of June, 1955, was discussed, and we have been instructed to ascertain what arrangements might be made with the R.C.M.Police, and would appreciate your suggestions as to how we should proceed in these proposed negotiations.

Trusting that we will hear from, we remain,

Yours very truly,
SEVERIDE & MULLIGAN Per: "M.V. Mulligan".

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

V. 2-2-27
C. 3129-43-74

181984 APR 555

21

C 3129-43 copy

Re: Agreement for Policing the Corporation of the District of Langley

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED having reference to previous correspondence regarding this subject. It will be noted that the City of Langley Prairie and the Corporation of the District of Langley have agreed whereby this Force will continue the policing until May 31st, 1955 on the basis that the City will pay 25% of the total costs of policing since the beginning of the year. Further reports will follow as received from the Officer Commanding Chilliwack Sub-Division.

Victoria, B.C.
31-3-55.

Insp.
for Officer Commanding "E" Division, AOD

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

12

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
CKSD 2/2-4
DIV. FILE No. V 2-2-27
H. Q. FILE No. C 3129-43

Chilliwack, B.C.
March 29, 1955

Officer Commanding,
"E" Division,
R.C.M. Police,
Victoria, B.C.

Re: Agreement for Policing the Corporation of the District of Langley

1. It has been learned that the newly appointed Council for the City of Langley Prairie have accepted the proposition of the Corporation of the District of Langley to the effect that the policing of the City be continued by members of this Force presently stationed on the Municipal Detachment until May 31st, 1955, on the basis that the Municipality will bill the City for 25% of the total costs of policing since the beginning of the year.

2. No further information in connection with this matter is to hand at this time.

(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

23

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
DIV. FILE No. CKSD 2/2-4 / V 2-2-27 1-4-55 OR

Chilliwack, B.C.
April 1, 1955

H. Q. FILE No. C 3129-43

Officer Commanding,
"E" Division,
R. C. M. Police,
Victoria, B.C.

Re: Agreement for Policing the Corporation of the District of Langley, B.C.

1. With reference to minute of the Officer Commanding "E" Division dated 28-3-55 dealing with the above, I have to report as follows - the reasoning behind the suggestion of it being considered necessary to have three men and one car for the efficient policing of the newly formed City of Langley.

2. On discussing this matter with Reeve Brooks of the Corporation of the District of Langley on March 1st, he intimated that after the present contract expiring, and if they were successful in negotiating a new contract which would exclude the City of Langley from their responsibility, in time the Municipal authorities plan on moving the Detachment from its present location within the City of Langley, to some suitable site within the Municipality. By so doing, if a contract is entered into with the City, it would appear that two separate offices would, of necessity, have to be maintained. I might mention at this time that no statement of commitment whatsoever was made by the writer as to the advisability, or otherwise, of this suggestion.

3. If the above procedure is carried out, then the policing of the City of Langley becomes a separate responsibility by another Detachment insofar as the routine police duties within the area are concerned, such as property checks, traffic control and attending to complaints received within the City. It is not known just what the City authorities might expect from a policing point of view, however, it would appear reasonable to assume that they would feel a fairly good coverage should be given the City for a good period of twenty-four hours and most definitely during the evening and early morning hours.

4. In order to give this type of service it is considered three members will be required, taking into consideration the leave period of each one of the three members during the year, plus a day off each week for each of the three members, which would result in the number of days that three members would actually be available for duty during the year being reduced considerably. The above does not take into consideration any days off for sickness nor does it take care of any of the members being absent on courses etc., which they may be required to undertake during the year.

5. There are only some thirteen miles of Trans-Canada Highway within the Municipality which the Municipal Detachment is responsible for policing at this time. This, coupled with the fact of the location of the City of Langley, would indicate that should a road block be required to be set up during the day or night, the proper place for such

(Cont on Page Two)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

check to be made would be in the City where the traffic is somewhat controlled by lights and traffic converges from a well paved highway off the King George Highway and another paved road from the U.S. Border through Cloverdale on to the Trans-Canada Highway within the City which would involve members of this Detachment.

6. The City has within its boundaries the principal shopping area, which is quite large, for the Municipality, and requires considerable of a member's time in property checks. This feature alone obviously attracts large numbers of people from the Municipal area, and this, plus the fact that the Trans-Canada Highway forms the main street of the City, creates considerable work from a policing point of view, even if it be only in the form of preventive and traffic control duties.

7. The foregoing, plus the fact that on Detachments in this Province where the member in charge is more or less responsible for the handling of all minor prosecutions before the Courts which at times takes considerable of one member's time, in the opinion of the writer, would justify the Detachment strength, if it be a separate Detachment, be set at three in order to carry out our duties efficiently.

8. The area of the City itself, would make it necessary, in the opinion of the writer, for there to be a transport available for use within its boundaries by the personnel of the Detachment, and if equipped with radio it would place the members on duty in constant contact with police activity within the Fraser Valley, more particularly towards New Westminster and Vancouver, which in itself would be considered to be of necessity and of great advantage to the overall policing of the City and area this Force is under contract for at the present time.

9. In regard to the maintaining of the Municipal Detachment strength at five, I might state that this Municipality, with the exclusion of the area required for the City, covers an area of approximately 120 sq. miles with 67 miles of paved road and 235 miles of gravelled highway. The population, excluding that of the City, would be approximately ten thousand and within its boundaries are the hamlets of Fort Langley, Aldergrove, Milner and Murrayville, besides other small communities at various points within the area.

10. Within this Municipality numerous serious offences have taken place in the past and it has been the custom to maintain, as far as possible, effective patrols within the area on a twenty-four hour basis. The incorporation of the City of Langley does not, in the opinion of the writer, do away with this necessary phase of police work. With the five members presently stationed at Langley the N.C.O. in charge is employed for a goodly portion of his time in Court work and administrative work of the Detachment itself, leaving four members to carry out the necessary police duties with the City of Langley assuming the responsibility for the policing of that particular area. It is felt that the Municipal Detachment, if the strength remain at five, will now be in a position to give better coverage for the entire Municipality. Throughout this Municipality numerous community halls, which conduct dances etc., are situated and require checking by police patrols whenever possible.

(Cont. on Page Three)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

191063 APR1255 25

CKSD 2/2-4
V 2-2-27
C 3129-43
C 3129-74
C 3129-43 - copy on

11. In addition to the foregoing the Customs Port of Aldergrove is located within this Detachment area and the members of this Detachment are required to make periodic Customs Patrols and it is felt that should this Detachment strength remain at five, such patrols could be made on a more frequent basis and thus avoid any possibility of criticism from the Federal authorities regarding our not paying sufficient attention to such duties.

12. In the light of the foregoing and what has been reported previously, it is the writer's opinion that in order to carry out the efficient policing of these Municipal areas under the Municipal authorities as they are now set up requires, as previously stated, three men with one car within the City of Langley and five men in the policing of the Municipal Detachment with the two cars they presently have.

(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED being in compliance with the Commissioner's memorandum of the 23rd ultimo. As stated in paragraph two above, in the event the City of Langley enters into an agreement with this Force for the policing, separate offices will be maintained by the Corporation of the District of Langley and the City of Langley. This will mean one member is to remain in each office at all times during office hours.

2. The contents of Insp. Speers' memorandum, in my opinion, fully supports his recommendation that three men will be required in addition to a radio equipped car should we enter into an agreement with the City of Langley. Also, the present strength of the Municipality should be maintained.

C.E. Rivett-Carnac, Asst. Commr.,
Commanding "E" Division

Victoria, B.C.
6-4-55.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

26

C 3129-74 - original
C 3129-43 - copy.

"E" Division

V. 2-2-27

Victoria, B.C.
April 7, 1955

Severide and Mulligan,
Barristers & Solicitors,
Wright Building,
Drawer 400,
Langley Prairie, B.C.

191064 APR1255

Dear Sirs:

I have for acknowledgement your letter of the 30th ultimo requesting information regarding the policing of the City of Langley after the temporary arrangements which you have made with the Corporation of the Township of Langley expire on May 31st, 1955.

Your letter is being forwarded to my Commissioner at Ottawa for necessary attention and you will be advised immediately I receive a reply.

Yours truly,

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

C.E. Rivett-Carnac, Asst. Commr.,
Commanding "E" Division

Copy for your information together with correspondence received from the firm of Severide and Mulligan, Langley Prairie, B.C., under date of March 30th, 1955.

C. E. Rivett-Carnac

Victoria, B.C.
7-4-55.

C.E. Rivett-Carnac, Asst. Commr.,
Commanding "E" Division

O.C. F asked for 1 cpl & 4 Cpls. re establishment (Feb 54) Dist of Langley

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

SEVERIDE & MULLIGAN
Barristers & Solicitors
Notaries Public

NORMAN SEVERIDE, B.A., L.L.B.
MAURICE W. MULLIGAN, B.A., L.L.B.

TELEPHONE LANGLEY 570 & 571
WRIGHT BUILDING,
DRAWER 400
LANGLEY PRAIRIE, B.C.

March 30th, 1955.

Assistant Commissioner C.E. Rivett-Carnac,
O/C "E" Division,
R.C.M. Police,
Victoria, B. C.

Dear Sir:

We are the Solicitors for The Corporation of the City of Langley and as such have negotiated a temporary arrangement for the policing of the City area with The Corporation of the Township of Langley. We have been in contact with the Attorney-General's Department in this regard and to date they have approved the temporary arrangement which we have made. We understand that the temporary arrangement was discussed with your office and that it was satisfactory so far as you were concerned.

The arrangement which has been made for policing the City area will expire the 31st day of May, 1955, which is the same date on which the contract between the R.C.M. Police and The Corporation of the Township of Langley will expire.

The City is interested in continuing with the services of the R.C.M. Police if at all possible, and we have been instructed by the City Council to ascertain what arrangements can be made.

In accordance with the suggestion of the Deputy Attorney-General, we have checked with The Corporation of the Township of Langley and have been advised by them that they will probably require five men to carry on their policing should their contract be renewed.

In view of this, we would appreciate hearing from you regarding what arrangements might be made. Should you require any further information, kindly advise and we shall forward same forthwith.

Yours truly,

SEVERIDE & MULLIGAN

Per:

MWM/s

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

28

C.3129-74. - orig
C 3129-43 - copy

M E M O R A N D U M

Policing of the District and City of Langley, B.C.

1. Our present agreement for policing the District of Langley provides for five members of the Force. The Officer Commanding recommends that we continue to police the District with five members, and three additional members will be required to police the newly formed City. In submitting his establishment, the Officer Commanding "E" Division recommended one Corporal and four Constables for policing the District. This recommendation was made in February, 1954.

2. The detachment quarters at Langley are provided by the District and consist of ten rooms in a large frame building located just off the main street. There are two offices, a cell room and a courtroom on the ground floor, and quarters for single men on the second floor consisting of two bedrooms, living room, kitchen and bathroom. The quarters require re-decorating.

3. At present there is one Corporal and five Constables stationed at Langley plus two cars. Five members are employed under the contract.

P. R. Usborne

P. R. Usborne, Insp.,
Departmental Secretary.

Ottawa,
15-4-55.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

C.3129-74. - original
C 3129-43 - copy
C 312-1 - copy

April 15th, 1955.

Dear Mr. Deutsch:

Agreement with Municipalities

1. I refer to our memorandum of understanding of March 31st, 1955, concerning provincial and municipal contracts which policy received ministerial approval.

2. A new situation has recently arisen in regard to municipal contracts. The rural municipality of the District of Langley, which we police under contract with five members of the Force, has been subdivided and the City of Langley formed as a separate and distinct municipality. This new city has a population of roughly 3,500, whereas the rural municipality, excluding the city, has approximately 10,000 population. We have been policing the rural district since 1950 which until recently included the newly formed city.

3. A request has now been received from the authorities of the City of Langley for a municipal contract.

4. The Officer Commanding the Force in British Columbia has had a survey made, and has stated that three members of the Force would be required to efficiently police the city, with the strength of the rural municipality remaining at five. I am looking into the matter of strength, bearing in mind the duties required of us in both the city and rural municipality.

5. The question has now arisen as to whether the policing of the newly formed City of Langley would be considered as a new municipal contract or would be looked upon as a re-arrangement of an existing one. There is no change in the total area or population, although we would have to enter into two separate contracts, one with the City and one with the District, and as previously intimated, an increase in the overall strength would be necessary.

6. I shall appreciate your letting me know if in your opinion, under the new policy, the Minister could approve our entering into a contract with the City of Langley as it may be considered to be an adjustment in our existing municipal contract with the District,

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

30

or whether we should make a submission to Treasury Board for approval to enter into a contract with the City of Langley.

7. An early reply will be appreciated as the City are anxious to make policing arrangements by the 1st June next.

Yours very truly,

L.H. Nicholson,
Commissioner.

J. J. Deutsch, Esq.,
Secretary of the Treasury Board,
Treasury Board Division,
Department of Finance,
Confederation Building,
Ottawa, Ontario.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

C 3129-43 - copy.

C.3129-74. - original

April 18th, 1955.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Proposed Policing of the Corporation
of the City of Langley, B.C.

1. I refer to your minutes of the 6th and 7th instant, together with the correspondence which has reference to the proposed policing of the newly formed City of Langley, B.C., from June 1st next.

2. I am still at a loss to understand fully the need for the increase in strength requested. In 1954, you asked for an establishment of one Corporal and four Constables to police the same area as is now under discussion and with approximately the same population.

3. I cannot believe that new duties arising from the altered character of a part of the area call for three additional men. In a town with a population of about 3,500, there will surely be little, if any, increase in street patrols, nor would there be any sudden increase from bylaw enforcement. It is assumed our present detachment building is within the new city boundaries. If this is the case, can you not try and have the rural municipality and the city share the cost of this building so that all police work can be directed from that point with the resultant saving in manpower.

4. If there is a need for three more men that need must surely be based on something other than a division of the area into two municipalities. Please let me have a further report on this at an early date.

5. I am attempting to secure authority to enter into a contract with the City of Langley, and will advise you further.

PRU'RW.

L.H. Nicholson,
Commissioner.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

32

226628 APR 29 55

Ottawa, April 27, 1955.

C 3129-74 -original
C 3129-43- copy.

Commissioner L. H. Nicholson,
Royal Canadian Mounted Police,
O t t a w a, Canada.

Dear Commissioner Nicholson:

Thank you for your letter of April 15th concerning the contracts with the City of Langley and the District of Langley.

I would think that in a case where one political unit had been divided into two and where there was no increase in the number of men involved, there would be no need to refer the matter to the Treasury Board.

In this instance, it was rather surprising to note that it is proposed that there should be a net increase of three in the number of policemen devoted to this work and it is difficult to understand why this should be so. However, you will know more about the necessity for this than I do. One would think that there would be no need to increase the total number, or, if the number has to be increased, why it should be by more than one member.

If the new arrangement were made in this way, there would be no necessity of referring the question to the Board. However, if any more than one additional man were needed, I think it would come under the category of a new municipal contract.

Yours very truly,

John M. Dent
Secretary.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

33

ALL CORRESPONDENCE TO BE ADDRESSED:-
THE OFFICER COMMANDING,
R. C. M. POLICE.

ROYAL CANADIAN MOUNTED POLICE
"E" Division

235177 MAY 455

IN REPLY PLEASE QUOTE

DIV. FILE No. V.2-2-27

H. Q. FILE No. C.3129-74

Victoria, B.C.
28th April, 1955.

The Commissioner,
R.C.M.Police,
Ottawa, Ont.

Re: Proposed Policing of the Corporation of the City of Langley, B.C.

1. Reference is made to the Commissioner's memorandum of 18th April, 1955, and the matter of the policing arrangements generally in the District of Langley and the new City of Langley have now been discussed in detail with Insp. C.W. Speers, Officer Commanding Chilliwack Sub-Division, who is at present in Victoria on other duties.

2. The main point at issue in deciding that any increase in strength at Langley will be essential, if the Force takes over the policing of the City, is the fact that the Reeve of the District has specifically requested that the strength of the District Detachment remain at five men regardless of the fact that a new contract might be entered into with the City.

3. It is pointed out that the District of Langley is essentially a rural area of the type that should be policed by the Force in preference to metropolitan areas. It is similar in many respects and adjacent to the District of Matsqui, which terminated its contract on 31st December, 1954. The officials of the District of Langley and other rural municipalities are watching developments in the Matsqui District very closely since the formation of the latter's Municipal Police Force, and if the R.C.M.P., fails to provide service in Langley District comparable to that being given by the Municipal Force at Matsqui, the situation will reflect unfavourably from our point of view. At the present time the Matsqui District has four men on its Municipal Force, and two police cars fully supplied with flashers, sirens and emergency equipment. The Matsqui officials have found that they require six men and three police cars and now are taking steps to increase their Force. Insp. Speers further advises that the Reeve of the District of Langley is firm in stating his wish that the Detachment of the force responsible for policing the District be housed in District buildings, rather than in the present accommodation in the City of Langley or in the Langley City Hall.

we had 4 men

4. There is considered to be ample work in the Langley District for a Detachment of five men, particularly as the District borders on the International Boundary Line where considerable emphasis must be placed on Preventive Service work. Rather than disrupt the present arrangements with the District of Langley, it is felt that it

....2

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

might be preferable to forego entering into a contract with the City of Langley at the present time, unless the manpower considered essential for the adequate policing of the City is made available. If, however, the request of the City of Langley is turned down, there is every possibility that strong representations will be made by the City officials through the Attorney General's Department.

5. No further action is being taken in regard to this matter pending receipt of the Commissioner's instructions.

C.E. Rivett-Carnac, Asst. Commr.
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

35

"E" Division

242037 MAY 955

Victoria, B.C.
2nd May, 1955.

V.2-2-27

C.3129-74

Mr. Maurice W. Mulligan,
Severidge & Mulligan,
Barristers & Solicitors,
Wright Building,
Drawer 400,
Langley Prairie, B.C.

Dear Sir,

Receipt is acknowledged of your letter of 29th April, 1955, dealing with policing arrangements for the City of Langley, B.C. This further correspondence has been forwarded to the Commissioner of the Force at Ottawa, and a reply may be expected in the near future.

Yours truly,

C.E. Rivett-Carnac, Asst. Commr.
Commanding "E" Division

The Commissioner,
R.C.M.Police,
Ottawa, Ont.

Re: Proposed Policing of the Corporation of the City of Langley, B.C.

FORWARDED for your information, with copies of the letter under acknowledgment attached.

2. Please note that the Mayor and Council of the City of Langley are strongly desirous of being informed of Headquarters decision in the matter of policing arrangements for the City of Langley, prior to the civic elections which are to be held on 20th May, 1955.

Victoria, B.C.
2.5.55.

C.E. Rivett-Carnac, Asst. Commr.
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Can

36

SEVERIDE & MULLIGAN
Barristers & Solicitors
Notaries Public

NORMAN SEVERIDE, B.A., L.L.B.
MAURICE W. MULLIGAN, B.A., L.L.B.

TELEPHONE LANGLEY 570 & 571
WRIGHT BUILDING,
DRAWER 400
LANGLEY PRAIRIE, B.C.

April 29th, 1955.

Your File V. 2-2-27

Assistant Commissioner,
E.E. Rivett-Carnac,
"E" Division,
R.C.M. Police,
Victoria, B. C.

Dear Sir:

Following receipt of your letter of April 7th, 1955, we passed along the information to the Mayor and Council of the City.

We have received several inquiries from the Mayor as to whether or not we have heard anything from you, and thus would appreciate it if you let us know whether or not you have further information.

As you no doubt know, the existing policing arrangement will terminate May 31st, 1955. There will be a City election on May 20th, 1955, and it is the sincere hope of the interim Council that they will be able to have this matter completed before the election takes place. You no doubt appreciate that it is of the utmost importance that the City know what arrangements can be made.

Trusting that we will hear from you, we remain,

Yours truly,
SEVERIDE & MULLIGAN

Per:

MWM/s

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

C.3129-74.-original
C 3129-43- copy.

May 5th, 1955.

Dear Mr. Deutsch:

1. Please accept my thanks for your letter of April 27th concerning our present contract for policing the District of Langley and a proposed new contract with the City of Langley.

2. I have had further enquiries made with regard to the strength necessary to police the District and the City of Langley, and it is now apparent that five men will be required for the District with three additional men for the City. I am therefore preparing a submission to the Honourable the Treasury Board for my Minister's signature, recommending that a new contract be entered into with the City of Langley from the 1st June, 1955, to provide for three members of the Force.

Yours very truly,

J. J. Deutsch, Esq.,
Secretary of the Treasury Board,
Treasury Board Division,
Department of Finance,
Confederation Building,
Ottawa, Ontario.

L.H. Nicholson,
Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

ROYAL CANADIAN MOUNTED POLICE

MEMORANDUM FOR THE HONOURABLE THE MINISTER OF JUSTICE

C.3129-74.

OTTAWA, Ontario,
May 6th, 1955.

New Municipal Contracts -
City of Langley, B.C.

The undersigned desires to report that the rural municipality of the District of Langley which we police under contract with five members of the Force has recently been subdivided and the City of Langley formed as a separate and distinct municipality within the boundaries of the District. This new city has a population of roughly 3,500, whereas the rural municipality, excluding the city, has approximately 10,000 population. We have been policing the rural district since 1950 which until recently included the newly formed City of Langley.

A request has recently been received from the authorities of the City of Langley for a municipal contract. The District authorities have intimated they wish to renew their present contract and have specifically asked that the strength remain at five members of the Force.

The formation of the City of Langley has not brought about any increase in the total area which we previously covered or in the population, and it might therefore appear that the same strength, namely, five members of the Force, could carry out the policing of this District and City. The question of strength has been carefully gone into with the result that we find to efficiently police the District will still require five members of the Force with three additional members being provided for the City and one police car.

The rural District covers an area of approximately 120 square miles with 67 miles of paved road and 235 miles of gravelled highway. The population, as previously mentioned, is approximately 10,000, and within the area are a number of small hamlets which require constant coverage. This District is in close proximity to New Westminster and Vancouver which makes it vulnerable to the criminal element in those localities. There are numerous business establishments and the District borders on the International Boundary Line where a Customs Port is located with the result that members of the Force are required to make periodic Customs patrols.

The area of the City of Langley comprises four square miles with a population of around 3,500. It has within its boundaries the principal shopping area for the whole municipality of Langley and will therefore require fairly constant patrols. The Trans-Canada Highway forms the main street of the City which will create considerable traffic enforcement. In order to give proper supervision over a twenty-four hour period, it is considered necessary for three members of the Force to be employed, bearing in mind that certain time is lost due to sickness, annual leave, and a day off each week by each member.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

At the present time, while the contract with the District of Langley provides for five members of the Force, there are six members stationed there, one of whom is employed for the most part on Customs and Excise work. This member, if a contract is entered into with the City, will be paid for by either the District or City with the result that a net increase of two only will be required over the previous strength.

In view of the above, it is recommended that the authority of Treasury Board be secured to enter into a new municipal contract from June 1st, 1955, for the policing of the City of Langley, B.C., the contract to provide for three members of the Force.

Respectfully submitted,

L.H. Nicholson,
Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

40

C3129-74-original
C3129-43-copy

TO THE HONOURABLE THE TREASURY BOARD

OTTAWA, Ontario,
May 6th, 1955.

The undersigned has the honour to submit to the Honourable the Treasury Board the annexed memorandum, of this date, from the Commissioner of the Royal Canadian Mounted Police in which he concurs and recommends that the authority of Treasury Board be granted for the entering into a contract for the policing of the City of Langley, B.C., from the 1st June, 1955, the contract to provide for three members of the Force.

All of which is respectfully submitted.

RW. Minister of Justice.

Pour le P.A.O. to note please
6/5/55
T. Osborne

Noted
St. Laurent
9/5/55.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

41

C.3129-74. May 10th, 1955.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Proposed Policing of the Corporation
of the City of Langley, B. C.

1. This will acknowledge receipt of your minute of the 2nd instant, enclosing a letter dated April 29th which you have received from Mr. Maurice W. Mulligan with regard to our entering into a contract for policing the City of Langley, B.C.

2. A submission was made to the Treasury Board on May 6th, recommending that authority be granted to enter into a contract for the policing of the City of Langley from the 1st June next, the contract to provide for three members of the Force. You will be informed by wire immediately advice is received from Treasury Board as to whether or not we can enter into a contract.

J. D. Bird,
Deputy Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

42

Div. File No. V.2-2-27
H.Q. File No. C.3129-74 - copy original C 3129-43

Re: Agreement for Policing the Corporation of the District of Langley, B.C.

The Commissioner,
R.C.M.Police,
Ottawa, Ont.

FORWARDED for information and record purposes, being further to previous correspondence in the same connection.

2. Memorandum of the Deputy Commissioner dated 10th May under the heading "Proposed Policing of the Corporation of the City of Langley, B.C." has been received and has been passed to the Officer Commanding Chilliwack Sub-Division. Messrs. Severidge & Mulligan, Barristers and Solicitors have been informed of the present status of this matter.

Victoria, B.C.
13.5.55.

C.E. Rivett-Carnac, Asst. Commr.
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

CKSD 2/2-4
V 2-2-27

43

Re: Agreement for Policing the Corporation of the District of Langley, B.C.

O.C. "E" DIVISION. RCMP. VICTORIA. B.C.

1. FORWARDED 11-5-55.

2. The N.C.O. i/c Langley Detachment was requested by the Langley Municipal Council to attend a meeting at the Municipal Hall on May 5th, such attendance being made with the concurrence of this office. Paragraph 1 of the foregoing report concerning the meeting in question, deals in part with Langley Municipality purchasing a new vehicle as a replacement for their Municipally owned transport, P.C. Code 2422, which was damaged beyond repair and the subject of previous correspondence.

3. The remainder of Cpl. BRUE's report concerns the question of quarters at Langley in the event a Policing Contract is entered into between this Force and the City of Langley.

4. It is appreciated that the above report does not contain any information of material value concerning quarters at Langley, however, same is being forwarded for record purposes.

Chilliwack

(J.F. PIPER) A/S/Sgt. for
O.C. Chilliwack Sub-Division. (AOD)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

44

Langl B.C.
May 6th 1955.

TO:
The Officer Commanding,
Chilliwack Sub-Division,
Chilliwack, B. C.

Sir: Re: Municipal Policing - Langley Detachment.

1. At 11.00 AM 5/5/55, I appeared before a committee at the Municipal Hall, Murrayville, composed of Reeve Brooks, and councillors, S. Hogben and A.E.Roberts. They asked certain questions, the result of which, I expect, they will purchase a Police Transport to replace the one that was wrecked.

2. They also asked that, should the new city obtain a contract with the R.C.M.P. and wish to share costs with the Municipality by having both Detachments in one office, would it be any advantage. Also would the present quarters be suitable.

3. I replied in the affirmative in the first case and in the negative to the last question. It appeared that the committee had already formed opinions one these questions and I left with the impression that they were satisfied that the present building was inadequate and the situation would be more so, with the addition of more men from another Detachment. But that they would allow such a measure of cooperation on a temporary basis.

3. The lease on the present building expires in about a year and I understood that the lease would not be renewed and that other quarters will be found by then and used. The Reeve pointed out that both City and Municipality would have to supply accommodation for single men and this would complicate the accounting in sharing the costs and might under certain conditions negate the small saving accomplished. I felt that no comment should be made in this regard at the time. The Reeve also stated that he felt, in time, the "Force" might come under censure, through no fault of ours, but because of petty jealousies and bickerings on the part of citizens of the two incorporated areas.

4. The above, is forwarded for your information.

16419(T.Brue)Cpl.,
I/c Langley Detachment.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

45

272209 MAY 24 55

C3129-74

Ottawa, May 18th, 1955.

Commissioner L.H. Nicholson,
Royal Canadian Mounted Police,
OTTAWA, Canada.

272202 MAY 24 55

Dear Commissioner Nicholson:

At their meeting of May 13th, 1955, the Board approved your Minister's recommendation for entry into a contract for the policing of the City of Langley, B.C. from June 1, 1955--the contract to provide for three members of the Force.

Although the arrangement is that any new or amended municipal contracts will only be considered at the time of Main Estimates, they agreed to make an exception in this case since police service is now being provided to the residents of the City.

Their approval was made on the understanding that the three additional members will be provided without any change in the total authorized establishment of the Force.

Yours very truly,

J.J. Deutsch,
Secretary.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

C O P Y

46

EXTRACT from the minutes of a meeting of the Honourable the Treasury Board, held at Ottawa, on May 13, 1955.

copy in: H1314-28, C3129-74, C3129-43, C3125-74. only Supp

T.B.486724

ROYAL CANADIAN MOUNTED POLICE

The Board authorize entry into a contract for the policing of the City of Langley, British Columbia, from June 1, 1955. The foregoing is approved on the understanding that the contract will provide for three members of the Force; chargeable to Vote 411, "Land and Air Services - Operation and Maintenance of Divisions", Main Estimates, 1955-56.

(Sgd) John J. Deutsch.

Secretary.

Certified Correct Copy
for Departmental Secretary.

BL/PMT

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

47

MEMORANDUM

C.3129-74.

Proposed Policing of the City of Langley

1. The undersigned was informed by Mr. B.T. Lynch, of Treasury Board, this afternoon that Treasury Board had approved our recommendation for policing the City of Langley with three members of the Force from June 1st next. The Treasury Board Minute is T.B.486724, of May 13th, 1955.

2. Municipalities in British Columbia have not as yet been informed of the new rate per man per annum pending approval of the Attorney General. In the wire being despatched to "E" Division today, we have stated the cost will be approximately $2,379.00 per man per annum. This may result in enquiries being made as to why the City of Langley is to pay more than other municipalities.

P. R. Usborne

18th May,
1955.

P. R. Usborne, Inspector,
Departmental Secretary.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

A42 48

ROYAL CANADIAN MOUNTED POLICE

TELETYPE MESSAGE

BRANCH Secretary's

FILE No. C.3129-74 OTTAWA May 18th, 1955.

C 3129-43 - copy

The Communications Section -

P.P. Please send the following message to:-

Officer Commanding
R.C.M.Police
Victoria, B.C.

REFERENCE POLICING CITY OF LANGLEY. STOP. AM PREPARED TO ENTER INTO AGREEMENT FROM JUNE FIRST NINETEEN FIFTY-FIVE. STOP. AGREEMENT TO PROVIDE FOR THREE MEMBERS OF FORCE AT APPROXIMATE COST TWENTY-THREE HUNDRED AND SEVENTY-NINE DOLLARS PER MAN PER ANNUM. STOP. OTHER TERMS REGARDING QUARTERS MILEAGE ETCETERA TO BE SAME AS CONTAINED IN PRESENT MUNICIPAL CONTRACTS. STOP. YOU MAY TAKE OVER POLICING OF CITY OF LANGLEY ON FIRST PROXIMO IF CITY PREPARED TO ENTER INTO CONTRACT.

L.H. NICHOLSON

CONFIRMATION COPY -

√The Deputy Commissioner)
)
√The D.A.O.)
) To note, please.
√ The D.O.C.I.)
)
The Supply Officer)

24/5/55

20.5.55

noted. for Commr 19-5-55.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

49

ROYAL CANADIAN MOUNTED POLICE
"E" Division

Copy C312-1

IN REPLY PLEASE QUOTE

DIV. FILE No. V.2-2

H. Q. FILE No. C3129-3-4

Victoria, B.C.
18th May, 1955.

Orig. on GH128-E-3-26

268714 MAY 2455

GH128-E-3-38

The Commissioner,
R.C.M.Police,
Ottawa, Ont.

Re: Municipal Contracts.

1. With reference to the Commissioner's memorandum of 5th May, 1955, in the above connection and dealing specifically with paragraph 5 thereof, the following municipalities in British Columbia are those urgently requiring strength increases:-

3-26	Chilliwack City	- 1 man	(C.3129-46)
3-20	The District of North Vancouver	- 4 men	(C.3129-38)
3-19	The City of North Vancouver	- 4 "	(C.3129-37)
3-38	~~The City~~ of Langley	- 3 "	(C.3129-74)
3-7	The District of Richmond	- 4 "	(C.3129-21)
3-12	The District of Surrey	- 6 "	(C.3129-27)

2. It should be pointed out that in the case of the City of Chilliwack the increase of one in the contract strength has been approved by the City authorities, and the same is indicated with regard to the City of Langley. These matters are the subject of Headquarters files as indicated above.

3. The need for increases in the contract strengths at the other points listed in paragraph one above has been fully outlined in previous correspondence on the individual files, but the Municipal and City authorities have given no indication that they would be willing to pay for additional manpower.

C.E. Rivett-Carnac, Asst. Commr.
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

Copy c 3129-43 Re: Proposed Policing of the Corporation of the City of Langley, B.C.

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED for Headquarters records together with correspondence referred to in paragraph one above. This has reference to HQR 388/18. Further reports will be forwarded when received from the Officer Commanding Chilliwack Sub-Division.

Victoria, B.C.
25-5-55.

Insp.
for Officer Commanding "E" Division, AOD

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

51

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE

DIV. FILE No. CKSD 2/2-4 / V 2-2-27 /

H. Q. FILE No. C 3129-74

Chilliwack, B.C.
May 19, 1955

Officer Commanding,
"E" Division,
R. C. M. Police,
Victoria, B.C.

Re: Proposed Policing of the Corporation of the City of Langley, B.C.

1. With reference to the above, attached hereto please find copies of letter from this office of even date to Messrs. Severidge & Mulligan, Barristers & Solicitors, Drawer 400, Langley Prairie, B.C. as requested in Radiogram ER 437/18.

2. This date the writer was in telephone conversation with Mr. Mulligan concerning this proposed Agreement, at which time Mr. Mulligan stated that his firm was still acting on behalf of the City of Langley and that he would be immediately contacting them concerning this matter and would advise this office of the decision reached by the City officials.

(J.F. PIPER) A/S/Sgt. for
O.C. Chilliwack Sub-Division. (ACD)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

52

"E" DIVISION
Chilliwack Sub-Division

CKSD 2/2-4
V 2-2-27

Chilliwack, B.C.
May 19, 1955

C 3129-74

Messrs. Severidge & Mulligan,
Barristers and Solicitors,
Wright Building,
Drawer 400,
Langley Prairie, B.C.

Attention Mr. M. Mulligan.

Dear Sirs:

This will confirm our telephone conversation of even date, at which time you were advised that advice has been received from the Headquarters of this Force to the effect that the R.C.M. Police are prepared to enter into an Agreement for the Policing of the City of Langley effective June 1st, 1955, such Agreement is to provide for three members of the Force at the approximate cost of $2379.00 per man per annum with other terms regarding supplying of quarters, mileage charges for the operation of police transport, etc., to be the same as contained in present Municipal contracts.

During our telephone conversation you advised that you are still acting for the City of Langley in connection with the negotiating for the policing of the City of Langley by this Force and would accordingly notify the officials of that City concerning the foregoing terms, also that you are in possession of a copy of the present Policing Contract between this Force and the Corporation of the District of Langley, and would thereby be in a position to confer with the officials of the City of Langley concerning contract terms in addition to the above mentioned cost for the supplying of the three members of this Force.

Due to the fact that this proposed Contract, if agreed to by the City of Langley under these terms, will become effective on June 1st, 1955, it would be appreciated if their decision concerning same could be received at this office as soon as possible.

Yours truly,

(J.F. PIPER) A/S/Sgt. for
O.C. Chilliwack Sub-Division. (AOD)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

ALL CORRESPONDENCE TO BE ADDRESSED:-
THE OFFICER COMMANDING,
R. C. M. POLICE

286416 JUN 155 53

ROYAL CANADIAN MOUNTED POLICE

"E" Division

IN REPLY PLEASE QUOTE

DIV. FILE No. V. 2-2-27

H. Q. FILE No. C-3129-74
C 3129-43 - Copy.

Victoria, B.C.
May 27, 1955

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

Re: Proposed Policing of the Corporation of the City of Langley, B.C.

Further to my minute of the 25th instant appended to report submitted by the Officer Commanding Chilliwack Sub-Division dated May 19th in reference to HQR 388/18, the following radiogram has been received from the Officer Commanding Chilliwack Sub-Division:

" CITY OF LANGLEY ADVISE POLICING AGREEMENT
OUTLINED IN LETTER TO SEVERIDGE AND
MULLIGAN FROM HERE AGREEABLE TO THEM.
COPIES OF LETTER TO DHQ WITH MEMO MAY 19.
REPORT TO FOLLOW."

2. This is being forwarded for Headquarters records and report referred to will be forwarded when received.

Insp.
for Officer Commanding "E" Division, AOD

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

54

C.3129-74. June 2nd, 1955.

Dear Mr. Deutsch:

1. Please accept my thanks for your letter of May 18th, advising that the Board approved my Minister's recommendation for entering into a contract for the policing of the City of Langley, B.C. from June 1st, 1955. Treasury Board Minute T.B.486724 of May 13th, 1955, has now been received.

2. There will have to be a change in our establishment reflecting this new contract, and we will ask for this at the time of the general establishment revision preceding the Main Estimates. I understand that this does not necessarily mean an increase in the overall establishment of the Force as there may be offsetting decreases elsewhere. I hope this is the correct interpretation of the last paragraph of your letter.

Yours very truly,

J. J. Deutsch, Esq.,
Secretary of the Treasury Board,
Treasury Board Division,
Department of Finance,
Confederation Building,
Ottawa, Ontario.

L.H. Nicholson,
Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

55

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
CKSD 2/2-4
DIV. FILE No. V-2-2-~~27~~ 54

H. Q. FILE No. C 3129-74

Chilliwack, B.C.
May 31, 1955

Officer Commanding,
"E" Division,
R. C. M. Police,
Victoria, B.C.

copy 41314-107

Re: Proposed Policing of the Corporation of the District of Langley, B.C.

1. Further to previous correspondence dealing with the above. In the light of letter dated May 25th, from C. T. Partington, City Clerk for the City of Langley, indicating that the policing arrangements as outlined in the Deputy Commissioner's memorandum dated May 10th, 1955, were agreeable to the City Authorities, the N.C.O. i/c of the Municipal Detachment at Langley was contacted and instructed to have Reg. No. 14900, Cst. BROWN, J.I. transferred as of the first of June to take charge of the newly created Detachment in the City of Langley on a temporary basis. Reg. No. 18307, 2/Cst. LOSE, M. is being transferred as of this date to Langley and Reg. No. 18216, 2/Cst. REDMAN, P.V. of the Chilliwack City Detachment is being transferred to Langley on the 3rd instant upon his return from annual leave, for the purpose of carrying out police duties on the new Detachment.

2. Police Car Code 9179, which is the general duty car of this Sub-Division Headquarters and has been for the past short while on temporary loan to the Municipal Detachment at Langley pending the purchase of a new transport by the Municipal Authorities, is being transferred to the Langley City Detachment as a temporary measure at this time. This transport at the present time is due for trade in and estimates regarding its being traded in have been submitted. It is felt that, although this transport is being left at this Detachment for the time being, consideration will have to be given in due course for an additional transport or the Municipal Authorities may see fit to purchase their own for the use of this Detachment.

3. Mr. Maurice Mulligan, of the law firm of Severidge & Mulligan, has been contacted by telephone by the writer, and informed of the action being taken by this Force at this time in connection with the proposed contract being signed to take effect as of June 1st. 1955. Exactly what office accommodation is available to the members who will be employed on the City Detachment is not known at this time, however, Mr. Mulligan did state that discussions were taking place between the City and Municipal authorities regarding office accommodation, etc., and that we would be informed of same as soon as arrangements were completed or otherwise. However, at the present time it was felt that possibly the members of the City Detachment could operate on a temporary basis out of accommodation which was presently available to the City authorities in the building being used for City offices.

Cont. on Page Two.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

56

CKSD 2/2-4
V 2-2-27
C 3129-74

311418 JUN1355

4. It is the writer's intention of proceeding to Langley on the P.M. of June 1st for the purpose of interviewing the Municipal authorities, who have recently been elected to take office as of June 1st, 1955, at which time more information will be available as to exactly what is proposed in so far as the City authorities are concerned in providing accommodation, transportation, etc., and a report covering such information obtained will be submitted.

5. The above action confirms telephone conversation with the Administrative Officer as of May 30th, 1955.

6. It will be noted that Cst. BROWN, J.I. has been detailed to take charge of this Detachment on a temporary basis only, however, it is recommended that as a permanent member to take charge of this Detachment Reg. No. 15188, Cst. NELSON, R.W., who is presently stationed at Hope Detachment be considered for this appointment. This member has been stationed at our Hope Detachment for the past three years, is a married man and has acted as relief at Hope during the absence of the N.C.O. i/c. He has impressed the writer as having a very good knowledge of administrative and police duties generally and it is considered his selection for this appointment the best within the Sub-Division at the present time.

7. Please may I be advised in this regard.

(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

The Commissioner,
R.C.M.Police, Ottawa, Ont.

Forwarded having reference to previous correspondence particularly the Commissioner's radio HQR.388/18 in which he advised that it would be in order to enter into an agreement with the City of Langley on the 1st of June.

2. Reg.No. 14900 Cst. Brown, J.I. has been placed in charge of this new Detachment temporarily with two other members and assumed the policing at this point as of June 1st. While the Officer Commanding Chilliwack Sub-Division has recommended 15188 Cst. Nelson, R.W. to take over this Detachment on a permanent basis, it is my intention to transfer this member to In Charge Bella Coola Detachment. A recommendation will be made within the next few days for the transfer of 16444 Cpl. Youngberg, G.E. to take charge at Langley City Detachment.

3. The matter of motor transport and accomodation to be supplied will be the subject of separate correspondence under the appropriate file headings and further reports in this regard may be expected. It is requested, please, that a publication be made in General Orders giving effect to the opening of this new Detachment as of June 1st, 1955. Postal and telegraphic address is Langley,B.C.

Victoria,B.C.
8/6/55

(C.E. Rivett-Carnac) Asst.Comm'r.
Officer Commanding "E" Div.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

51

ROYAL CANADIAN MOUNTED POLICE
"E" DIVISION
Chilliwack Sub-Division

IN REPLY PLEASE QUOTE
DIV. FILE No. CKSD 2/2-4
V 2-2-27

H. Q. FILE No. C 3129-74

Chilliwack, B.C.
June 3, 1955

copy h 1314-107

Officer Commanding,
"E" Division,
R. C. M. Police,
Victoria, B.C.

Re: Proposed Policing of the Corporation of the District of Langley, B.C.

1. On the 1st instant the writer interviewed Reeve Brooks, of the Corporation of the District of Langley, at which time he informed me that an arrangement was being entered into between the Council of the newly incorporated City of Langley and the Municipal authorities, whereby the City of Langley would pay to the Municipality three-eighths of the cost of maintaining the present office and cell accommodation located within the City of Langley, in order to accommodate the members of this Force who may be detailed for duty within the City of Langley on their new sought after contract.

2. Reeve Brooks also clearly indicated that this arrangement was to supply office accommodation, for the members employed on the City, within the building together with all other facilities which are presently available such as cell accommodation, etc., but that it was definitely the wish of the Municipal authorities that the members of the Municipal contract and the personnel of the City Detail be separate and under two heads. This point was made quite strong when the suggestion of administration of the entire Detachment come under one N.C.O. was made.

3. This same date the Mayor and Council of the City of Langley were contacted by the writer and they confirmed what Reeve Brooks had said insofar as the accommodation of the personnel was concerned which was quite satisfactory with them.

4. They had very little to discuss insofar as the policing was concerned at this particular time, however, I did bring up the point as to whether or not it was their intention to supply transportation or did they wish to have the Force supply transportation on the present system of the first thirty-one hundred miles being absorbed by the Force in any one year and then the Municipality pay nine cents per mile for every mile travelled. This took the Councillors and the Mayor more-or-less by surprise as they had not considered this particular point and it was left with them to consider and let this office know as to what their wishes in this regard would be.

5. As previously reported, as of this date, three men are presently at Langley detailed to take care of the policing of the City. However, until such time as a Contract has been signed, no application is being made for the necessary books and equipment for this Detachment although it would seem in the interests of the Detachment personnel that, if at all possible, an additional typewriter be supplied to this Detachment at this time, there presently being only two such machines at this office which are in continual use. One of such machines being used, on occasion, by the stenographer who does the Court reporting.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

58

CKSD 2/2-4
V 2-2-27
C 3129-74

311419 JUN1355

It is not considered necessary that a new typewriter be furnished, but if a good re-conditioned machine was available same could be used to very good advantage at this office.

6. Further report in this regard can be expected in due course.

(C.W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

The Commissioner,
R.C.M.Police,
Ottawa, Ont.

Forwarded being further to reports submitted by the Officer Commanding Chilliwack Sub-Division and my forwarding minute of even date. It will be noted that the municipal authorities and the Council of the City of Langley have agreed whereby the latter will pay the former 3/8th's of the cost of maintaining the present office and cell accomodation in order to accomodate our members, under contract with the City of Langley.

2. A further report is expected with regards to the supplying of motor transport and this will be forwarded when received. The matter of supplying a typewriter for this Detachment as requested in paragraph 5 is receiving necessary attention.

Victoria,B.C.
8/6/55

C.E. Rivett-Carnac, Asst.Commr.
Officer Commanding "E" Div'n.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

orig on [illegible] Re: Organization "E" Division
Establishment of Langley City Detachment
71314-107

The Commissioner,
R.C.M.Police,
OTTAWA, Ontario.

FORWARDED being further to paragraph three of my forwarding minute dated the 8th instant.

Victoria, B.C.
17-6-55.

C.E. Rivett-Carnac, Asst.Commr.,
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

"E" DIVISION
Chilliwack Sub-Division.

CKSD 500-7

Chilliwack, B.C.
June 15, 1955

Officer Commanding,
"E" Division,
R.C.M. Police,
Victoria, B.C.

Re: Organization "E" Division
Establishment of Langley City Detachment

1. Reference is made to correspondence on file headed "Proposed Policing of the Corporation of the City of Langley, B.C.", Division reference V 2-2-27, Headquarters reference C.3129-74, and radiogram ER 437/18 (May).

2. In connection with the policing of the above City please be advised that the following Detachment was opened in connection therewith:

Detachment	Sub-Division	Post Office	Telegraph Office	Date
Langley City	Chilliwack	Langley, B.C.	Langley, B.C.	1-6-55

3. The previously established Detachment at Langley, B.C. continues to operate for the policing of The Corporation of the District of Langley and is now being referred to as Langley Municipal Detachment.

sgd
(C. W. SPEERS) Insp.
O.C. Chilliwack Sub-Division.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

61

C.3129-74. Copy G 1314-107 June 20th, 1955.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Policing of the Corporation of the City of Langley, B.C.

1. I refer to your minutes of the 8th instant, forwarding reports, dated May 31st and June 3rd, from the Officer Commanding Chilliwack Sub-Division with regard to the policing of the City of Langley.

2. It is noted that Inspector Speers has asked the city authorities if it was their intention to supply transportation or if they wished the Force to furnish same. It is preferable for this Force to supply transport for use in municipalities where we are under contract. You should therefore take the necessary action to have police transport made available for use in the City of Langley.

L.H. Nicholson,
Commissioner.

C.3129-74.

The Adjutant -

File C.3129-74 herewith for your information. I shall appreciate your having the necessary General Order published. We commenced policing the Corporation of the City of Langley on the 1st June, 1955, with three members.

Pass to S.O. to note please 24/6/55 P. Lebanc

W 28/6/55

GO 266 Part I. 10-9-55.

Ottawa, 20-6-55.

L.H. Nicholson,
Commissioner.

Det of end 1-6-55.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

62

INTERIOR ECONOMY BRANCH
"E" DIVISION

V.676-2-CH.

S.676-1-E

Victoria, B.C.
1st August, 1955

The Commissioner,
R.C.M.Police,
OTTAWA.

Re: Furniture Requirements -
Langley City Detachment

1. Attached is copy of correspondence received from Chilliwack Sub/Division with respect to new furniture for the newly established Langley City Detachment.

2. As this Division Headquarter is not in possession of a copy of the contract, might I be advised if the contract contains clause 12A as in Langley Municipal contract, if so, the Officer Commanding Chilliwack will be advised the provision of furniture is the responsibility of the City authorities.

Insp.

(C.B. Macdonell)
Administrative Officer.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

Re: Furniture Requirements,
Langley City Detachment.

O.C. "E" Division, R. C. M. Police, VICTORIA, B. C.

1. FORWARDED. As copy of the contract between this Force and the City of Langley has not as yet been received, may I be advised whether or not responsibility for purchase of the above noted office equipment is that of the City of Langley, as is the case with other Municipalities within this Sub-Division.

Chilliwack,
21-7-55.

(J. F. Piper) A/S/Sgt.,
For O.C. Chilliwack Sub-Divn.,
A.O.L.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

"E" DIVISION.

CHILLIWACK SUB/DIVISION,
LANGLEY CITY DETACHMENT,
JULY 18th, 1955.

Officer Commanding,
Chilliwack Sub/Division,
R.C.M. Police,
CHILLIWACK, B.C.

Sir;

Re: Furniture Requirements -
Langley City Detachment.

1. With reference to this newly organized detachment and to negotiations the City of Langley are making with the Federal Department of Public Works at Ottawa to move into the top floor of the Post Office building , Langley, B.C., as detachment quarters; the writer respectfully submits a list hereunder of office requirements to furnish the proposed detachment office that should be ready for occupancy during the latter part of August 1955:-

1. Two Index Drawer cabinets - suitable for crime index cards and Gazette cards, 5"X3", 4 drawers required.

2. One Steel Strong Box - suitable for confidential files, contingency funds and other valuables.

3. One 4 drawer filing cabinet.

4. One Office Desk.

5. Six Office Chairs.

6. One Typewriter Desk.

7. One Office Table.

2. At the present time, Langley City Detachment is using furnishings supplied to Langley Municipal Detachment. It is understood by the writer that the City of Langley have made arrangements with the Federal Department of Public Works to have a suitable Office Counter installed in the office and this counter will have suitable space for storage of stationery. Part of the office space will be made into a court room and the City of Langley will supply the necessary furniture for same.

J. I. Brown

(J. I. Brown) Const. # 14900.
T/I/C LANGLEY CITY DETACHMENT.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

65

S.676-1-E.
C.3129-74.

August 10th, 1955.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Furniture Requirements -
Langley City Detachment.

1. I refer to your Administrative Officer's memorandum of the 1st instant, enclosing correspondence received from Chilliwack Sub-Division with respect to the above mentioned matter.

2. The new contract with the City of Langley will require the city authorities to provide and maintain to the satisfaction of the Commissioner furnished, heated and lighted office accommodation together with telephone and water as well as heated and lighted gaol cell accommodation together with bedding and water. It will therefore be the responsibility of the local authorities to supply the necessary furniture, etc.

J. D. Bird,
Deputy Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

66

3.1250-19-4.
C.3129-43. Copy C3129-74

August 22nd, 1955.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Policing of the Corporation of the City of Langley - Motor Transport

1. I refer to correspondence with regard to the above mentioned matter forwarded by the Officer in Charge, I.S. Branch, at your Division Headquarters on July 8th last.

2. It is considered that the supplying of police transport, both in the District and City of Langley, is a matter for this Force, and it is up to us to decide how many police cars are required to efficiently carry out our duties. If we can perform our work in the District of Langley with one car less than has been used in the past, then the municipal authorities should have no complaint.

3. Your action in transferring police transport from the District of Langley to the City of Langley is in order.

L.H. Nicholson,
Commissioner.

The Supply Officer -

File S.1250-19-E herewith for your information.

Ottawa,
22-8-55.

L.H. Nicholson,
Commissioner.

PRJ'RW.

4.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

6/74

MEMORANDUM OF AGREEMENT entered into this 31st day of January A.D. 19 56.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

OF THE THIRD PART

WHEREAS by Section 5 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to enter into arrangements with the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police Force, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws of the legislature thereof, upon such terms and conditions as may be agreed upon;

AND WHEREAS by an agreement in writing and under seal dated the Ninth day of August, 1950, and made between the Government of Canada and the Government of the Province of British Columbia it was agreed between the said Governments that the Royal Canadian Mounted Police Force should police the Province of British Columbia (including certain cities and towns) from the Fifteenth day of August, 1950 to the Fourteenth day of August, 1956, on the terms and conditions therein set forth;

AND WHEREAS by Section Nineteen, Sub-section 2 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by Sub-section One of Section Five of the Royal Canadian Mounted Police Act, as amended, the Governor in Council may enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 of the municipality; and may, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police Force on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In this agreement,

(a) *"Unit"* means the members of the Royal Canadian Mounted Police Force designated by Canada to police the Municipality under this agreement;

(b) *"Force"* means the Royal Canadian Mounted Police Force;

(c) *"Commissioner"* means the Commissioner of the Royal Canadian Mounted Police; and

(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.

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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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 21 of the Royal Canadian Mounted Police Act.

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 .....Three.....(3) 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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) The municipality shall pay Canada in respect of each member of the unit provided pursuant to this agreement an annual sum calculated on the following basis:

(a) from .....June 1st..... 19...55., to .....May 31st..... 19.56..., the sum of $.....2360.00. per annum;

(b) from .....June 1st..... 19..56.., to .....May 31st.... 19..57..., ...forty.... per cent 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, 19...56..

(2) For the purposes of this agreement, the average cost per member of maintaining and operating the Force during a 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 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 expenditure 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 per cent 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

70

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.

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..... 19.55..., to the .....31st... day of .....May..... 19....57., 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

P. R. Usborne

.....
Commissioner

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

William Lott

Mayor – ~~Reeve~~

City – Municipal Clerk and Treasurer

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

Ida McDiarmid

Attorney-General

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

72

G.1065-8.
G.2-2-8-28.
G.2-2-8-47

April 11th, 1957.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Deductions for Single Members' Quarters -
Langley City, B.C.

1. I refer to your Administrative Officer's memorandum of the 21st ultimo enclosing a letter, dated March 13th, 1957, from the Clerk of the City of Langley concerning deductions from the pay of single members for quarters supplied by the City of Langley.

2. As the contract with this city makes no mention of living quarters being supplied for single members of the Force, the member concerned, namely, Constable 19 (1), should be struck off quarters deductions as and from April 1st, 1957. The same action should be taken in regard to single members occupying living quarters in the Municipality of Langley.

3. The members concerned may make their own arrangements with the municipal officials regarding payment for the quarters, or, alternatively, secure their own living accommodation elsewhere.

4. My reason for setting the effective date of April 1st, 1957, is that we cannot without special authority from Treasury Board make refunds for quarters deductions prior to that date.

G.1065-8.
G.2-2-8-28.
G.2-2-8-47.

L.H. Nicholson,
Commissioner.

The Adjutant -

Files herewith for your information.

Ottawa,
11-4-57.

L.H. Nicholson,
Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

266673 MAY 856

"E" Division

G 2-2-54

V 2-2-54

Victoria, B.C.,
3rd May, 1956.

Officer Commanding,
New Westminster Sub-Division,
R.C.M. Police, New Westminster, B.C.

Re: Policing the City of Langley

In reply to your memorandum of the 1st instant, I am requesting Headquarters to approve an increase in the contract strength for the City of Langley by one member of the Force for a total of four.

2. It is noted that Cst. 19 (1) was recently discharged by purchase, and action is being taken to transfer a married member from Prince George Sub-Division to Langley City Detachment in the near future. Copies of the Transfer Notice are being forwarded concurrently.

The Commissioner,
R. C. M. Police,
Ottawa, Ontario.

C. E. Rivett-Carnac, Asst. Commr.
Commanding "E" Division

FORWARDED, with Insp. Gerrie's memorandum, copies of Mayor Sendall's letter to the Officer Commanding New Westminster Sub-Division, dated April 30th, and Insp. Gerrie's reply dated May 1st.

2. The recommendation made by the Officer Commanding New Westminster Sub-Division is concurred in. May I please be advised if the addition of one member of the Force for policing the City of Langley is approved.

C. E. Rivett-Carnac

Victoria, B.C.
3.5.56.

C. E. Rivett-Carnac, Asst. Commr.
Commanding "E" Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

ROYAL CANADIAN MOUNTED POLICE
"E" Division

IN REPLY PLEASE QUOTE

DIV. FILE No. V. 2-2-54

H. Q. FILE No. _____

New Westminster Sub/Division
Box 160
New Westminster, B.C.
May 1st, 1956

Officer Commanding,
"E" Division,
R.C.M. Police,
VICTORIA, B.C.

Re: Policing the City of Langley

1. With reference to the above, a request has been received from Mayor E.E. Sendall of the City of Langley requesting that the city contract be increased from the present contract strength of three men, to four men.

2. The City of Langley covers an area of four and a half sq. miles and has a population of 2200. The City has a large business area and is the main place of business for approximately 16,000 people living outside the City in surrounding municipalities.

3. The Trans-Canada Highway runs down the main street of the City of Langley and the Detachment has a large traffic problem. The present contract strength of three men is not satisfactory and does not give sufficient coverage. The addition of one member would make for much more efficient policing and therefore complete coverage around the clock, which is not now possible.

4. Langley City Detachment is at the present time one man under contract strength as a result of Cst. 19 (1) 19 (1) 's discharge by purchase on April 20th.

5. Could this office please be advised regarding the requested increase and the replacement of Cst. 19 (1).

6. Copies of letter received from Mayor E.E. Sendall and reply from this office attached hereto.

Insp.
(G.A. GERRIE)
Officer Commanding
New Westminster Sub/Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

COPY

15

THE CORPORATION OF THE CITY OF LANGLEY
LANGLEY, B.C.

April 30, 1956

Inspector Gerrie
New Westminster Sub-Division
Royal Canadian Mounted Police
New Westminster, B.C.

Orig copy in Orig dupp 6-2-2-8-47 dupp

Dear Inspector Gerrie:

I am writing to you at the request of the City Council to ask that you provide the City of Langley R.C.M.P. Detachment with a fourth Constable as soon as possible.

We have found that a three man Detachment is barely able to handle the volume of Police work required in the City, even though the presence of the Township of Langley Detachment permitted our men to be on the job outside of the office more than will be the case now that the Township Detachment is moving to other quarters.

For this reason a fourth man has become a prime necessity.

It has just been brought to my attention that Constable Redman of the City Detachment has left the Force and thus at this time we have only two men on the job.

Kindly arrange for an immediate replacement of Constable Redman.

Yours very truly,

"E.E. Sendall"
Mayor

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

1/6

"E" Division

New Westminster Sub/Division
Box 160
New Westminster, B.C.
May 1st, 1956

E.E. Sendall,
Mayor,
The Corporation of
the City of Langley,
LANGLEY, B.C.

Dear Sir:

In reply to your letter of April 30th, please be advised that your request is receiving attention and you may expect further correspondence at a later date with regard to increasing the strength of Langley City Detachment by 1 additional member of the Force.

With reference to the shortage in the present contract, this matter will be taken care of with as little delay as possible.

Yours very truly,

Insp.
(G.A. Gerrie)
Officer Commanding
New Westminster Sub/Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

77

G.2-2-8-47. May 10th, 1956.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Policing the City of Langley, B.C.

1. This will acknowledge receipt of your minute of the 3rd instant together with the correspondence which has reference to an increase in our contract strength with the City of Langley.

2. Approval is granted to increase our contract strength to four members of the Force. Please advise in due course when the additional member reports to the City of Langley for duty.

L.H. Nicholson,
Commissioner.

G.2-2-8-47.

The D.A.O. -

Copy for your information. Our contract strength with the City of Langley is being increased to four members of the Force. I will let you know later when this increase takes effect.

T.B. noted

Ottawa,
10-5-56.

L.H. Nicholson,
Commissioner.

PRU'RW.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

C ~~312-1~~ May 14, 1956.

6-2-2.

Dear Mr. Deutsch:

In accordance with the terms of our agreement of understanding of March 9, 1955, dealing with the policy for policing municipalities, this is to inform you that further increases have been authorized at the following places:

City of Port Alberni	8 to 9
City of Prince George	16 to 17
City of Langley	3 to 4
District of Langley	5 to 6
District of Sumas	1 to 2

These increases will take effect as soon as the strength position of the Force permits.

Yours very truly,

L. H. Nicholson,
Commissioner.

J. J. Deutsch, Esq.,
Secretary of the Treasury Board,
Treasury Board Division,
Department of Finance,
Confederation Building,
Ottawa, Ontario.
HJMacD/SC

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

INTERIOR ECONOMY BRANCH
"E" DIVISION

V.202-7-1

G.1065-8
G.2-2-8-28
G.2-2-8-47

17th July, 1957
Victoria, B.C.

The Commissioner,
R.C.M.Police,
OTTAWA, ONT.

Re: Deductions for Single Members' Quarters, Langley City, B.C.

1. Reference is made in the above connection to the Commissioner's memorandum dated April 11th, 1957.

2. The contents of this memorandum were relayed to the Corporation of the City of Langley, Langley, B.C. Suitable arrangements have now been made between the single member, Cst. 19 (1), and the Corporation of the City of Langley concerning adjustment from April 1st, 1957.

3. However, we are in receipt of a memorandum from Mr. C.T. Partington, City Clerk, The Corporation of the City of Langley, dated July 15th, 1957, copies of which are attached.

4. It is noted from paragraph 4 of the Commissioner's memorandum that we cannot without special authority from the Treasury Board make refunds for quarters deductions prior to April 1st, 1957. Mr. Partington's letter requests that the necessary steps be taken to secure the release of these funds amounting to $167.50, such refund to be made payable to the City of Langley.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

80

Re: Deductions for Single Members' Quarters, Langley City, B.C.

5. It is requested that representation be made to the Treasury Board for refund of the monies deducted from the pay of Cst. 19 (1) for the period May 1st, 1956, to March 31st, 1957, during which time the City supplied living quarters for this member.

C. B. Macdonell, Supt.,
Administrative Officer.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

81

THE CORPORATION OF THE CITY OF LANGLEY
Langley, B. C.

Box 489
Phone 770

Office of the

CLERK

July 15th, 1957.

C. B. Macdonell, Superintendent
Administrative Officer
Royal Canadian Mounted Police
"E" Division
Interior Economy Branch
Victoria,

Dear Sir:

Re: Your Div. File No. V.202-7-1.

I must apologize for having failed to state clearly in my letter of July 4th the City Council's attitude in the matter of accommodation Rental deductions from the pay of Single Constables.

The City Council is not primarily interested in collecting such rentals from single Constables. However, as deductions for rental purposes were made from Constable 19 (1) continuously throughout the period May 1st, 1956 to March 31st, 1957, during which time the City did supply, as it still does, living Quarters for single men, the Council feels that such deductions should be paid to the City.

Certainly the R.C.M.P. did not supply the Quarters for which the deductions were made and therefore has no right whatsoever to the monies so deducted.

The City Council, therefore, has instructed me to request you to take such steps as may be necessary to secure the release of these funds amounting to $167.50, for the period of time mentioned above, in favour of the City of Langley.

Yours very truly,

C. T. Partington
City Clerk

CTP:ml

C.C. Corporal G. A. R. Sharp
Royal Canadian Mounted Police
Langley City Detachment

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

82

Copy to C 7-18-47

G.1065-8. August 8th, 1957.

The Officer Commanding,
"E" Division,
R.C.M.Police,
Victoria, B.C.

Deductions for Single Members' Quarters -
Langley City, B.C.

1. I refer to your Administrative Officer's memorandum of the 17th ultimo enclosing a letter, dated July 15th, 1957, from the Clerk of the Corporation of the City of Langley in connection with the above matter.

2. I am prepared to refund to Reg.No. 19 (1) Constable 19 (1), the amount deducted from his pay for quarters covering the period April 1st, 1956 to March 31st, 1957. This amounts to $172.50 as Constable Cullin was struck off quarters deductions for the following two periods -

December 16th to 18th, 1956, inclusive,
February 21st to March 9th, 1957, inclusive.

3. I would like you to submit a supplementary Form 1D showing this Constable as being struck off quarters deductions on and from April 1st, 1956. Upon receipt of this form, a cheque will be drawn in this Constable's favour and sent to you. It will then be necessary for Constable Cullin to make arrangements with the city authorities of Langley to pay them the amount in question.

4. Our records indicate that this member was not struck off quarters deductions until April 12th, 1957, by your Form 1D No.39. It would therefore appear that there is a refund due him covering this particular period as he has made arrangements with the city authorities concerning the living quarters from April 1st, 1957. Please let me have your comments.

G.1065-8.

The Chief Treasury Officer -

Copy for your information with reference to your memorandum of the 6th instant. When you have received the supplementary Form 1D, I shall appreciate your sending me the cheque in favour of Constable 19 (1) for transmission to "E" Division.

L.H. Nicholson,
Commissioner.

Ottawa,
8-8-57.
PRU'RW.

L.H. Nicholson,
Commissioner.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

a-24

MEMORANDUM OF AGREEMENT entered into this 30th day of September A.D. 19 83.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

OF THE THIRD PART

WHEREAS by Section 5 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to enter into arrangements with the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police Force, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws of the legislature thereof, upon such terms and conditions as may be agreed upon;

AND WHEREAS by Section Nineteen, Sub-section 2 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by Sub-section One of Section Five of the Royal Canadian Mounted Police Act, as amended, the Governor in Council may enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 of the municipality; and may, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police Force on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In this agreement,

(a) *"Unit"* means the members of the Royal Canadian Mounted Police Force designated by Canada to police the Municipality under this agreement;

(b) *"Force"* means the Royal Canadian Mounted Police Force;

(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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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 21 of the Royal Canadian Mounted Police Act.

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 ..Four..(4).... 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 1957, to May 31, 1958, 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 per cent for 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, 1957.

(2) During the period from June 1, 1958 to May 31, 1959, 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 per cent for 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, 1958.

(3) 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 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 (5), 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

86

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.

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 57, to the 31st day of May 19 58, 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

P. B. Usborne

Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

87

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

T. J. Jeffery

Mayor – Reeve

City – Municipal Clerk and Treasurer

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

A. M. Hall

Attorney-General

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

88

MEMORANDUM OF AGREEMENT entered into this 9th day of July A.D. 19 58.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

OF THE THIRD PART

WHEREAS by Section 5 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to enter into arrangements with the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police Force, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws of the legislature thereof, upon such terms and conditions as may be agreed upon;

AND WHEREAS by Section Nineteen, Sub-section 2 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by Sub-section One of Section Five of the Royal Canadian Mounted Police Act, as amended, the Governor in Council may enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 of the municipality; and may, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police Force on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

89

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In this agreement,

(a) *"Unit"* means the members of the Royal Canadian Mounted Police Force designated by Canada to police the Municipality under this agreement;

(b) *"Force"* means the Royal Canadian Mounted Police Force;

(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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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 21 of the Royal Canadian Mounted Police Act.

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 Four (4) 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 1957 to May 31, 1958, 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 per cent for 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, 1957.

(2) During the period from June 1, 1958 to May 31, 1959, 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 per cent for 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, 1958.

(3) 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 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 (5), 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

91

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.

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 58, to the 31st day of May 19 59, 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

L D Libke

Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

92

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

Grant Urquhart

Mayor – Reeve

City – ~~Municipal~~ Clerk and Treasurer

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

Attorney-General

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

93

MEMORANDUM OF AGREEMENT entered into this 28th day of August A.D. 19 59.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

OF THE THIRD PART

WHEREAS by Section 5 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to enter into arrangements with the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police Force, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws of the legislature thereof, upon such terms and conditions as may be agreed upon;

AND WHEREAS by Section Nineteen, Sub-section 2 of the Royal Canadian Mounted Police Act, being Chapter 241 of the Revised Statutes of Canada, 1952, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by Sub-section One of Section Five of the Royal Canadian Mounted Police Act, as amended, the Governor in Council may enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 of the municipality; and may, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police Force on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

94

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In this agreement,

(a) *"Unit"* means the members of the Royal Canadian Mounted Police Force designated by Canada to police the Municipality under this agreement;

(b) *"Force"* means the Royal Canadian Mounted Police Force;

(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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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 21 of the Royal Canadian Mounted Police Act.

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 ..Four (4)... 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 1959, to May 31, 1960, 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 per cent for 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, 1959.

(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 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.

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

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.

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 59, to the 31st day of May 19 60, 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

L D Libbe a/Sgt.

Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

97

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

(Mrs) E. M. Galey

Mayor – Reeve

City – Municipal Clerk and Treasurer

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

Joyce Whitehead

Attorney-General

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

98

"E" Division

V. 2-2-54

Victoria, B.C.
February 11th, 1960.

The City Clerk,
City of Langley,
P.O. Drawer 489,
Langley, B.C.

44393 FEB 16 60

Dear Sir:

Re: Policing the City of Langley

I have for acknowledgment your letter of February 3rd, and wish to advise that provision was made in our 1960/61 Establishment to increase your municipal contract from four to five members.

In due course, the Officer Commanding New Westminster Sub-Division will be contacting you in this regard.

Yours truly,

Officer Commanding,
New Westminster Sub-Division,
R.C.M. Police,
New Westminster, B.C.

J. R. Lemieux, Asst. Commr.
Officer Commanding "E" Division.

FORWARDED for your information, together with copy of the above-noted correspondence. Kindly note that the City Officials wish their contract increased by one member as soon after May 31st next as possible and this increase has been approved in the new 1960/61 Establishment.

OK.

2. Please have a report submitted when the additional member has been posted to the City of Langley.

Victoria, B.C.
11-2-60.

J. R. Lemieux, Asst. Commr.
Officer Commanding "E" Division.

The Commissioner,
R.C.M. Police,
Ottawa, Ontario.

FORWARDED for Headquarters' information, together with letter from the City Clerk, City of Langley, B.C., dated February 3rd, 1960.

2. It is expected that this contract will be increased from four to five members after May 31st next and you will be advised accordingly.

J. R. Lemieux

T.P.U.

Victoria, B.C.
11-2-60.

J. R. Lemieux, Asst. Commr.
Officer Commanding "E" Division.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

99

- C O P Y -

THE CITY OF LANGLEY
LANGLEY, B.C.

Telephone: 770
P.O. Drawer 489.

City Clerk
C. T. PARTINGTON

J. R. Lemieux
Asst. Commissioner
Commanding "E" Division
R.C.M.P.
VICTORIA, B.C.

Dear Sir:

Re: Policing The City Of Langley

The Council feels that the time is rapidly approaching when it will be necessary that we have a fifth constable in the City of Langley Detachment.

With this in mind, I am instructed to request that steps be taken to increase our Detachment to a Corporal and four men as soon after May 31st as possible.

Your sympathetic consideration of this request will be much appreciated.

Yours very truly,

(Sgd.) "C. T. Partington"
C. T. Partington
City Clerk.

CTP/EQ

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

RECEIVED 160
AUG 31 1960
E DIV. ORDERLY ROOM
VICTORIA

"E" DIVISION

New Westminster Sub/Division,
P. O. Box 160,
New Westminster, B.C.
August 30th, 1960.

DIV. FILE No. V.2-2-54
NW-2-6

H.Q. FILE No. 42-2-7-47

236097 SEP 760

OC "E" Div RCMP

Re: Policing the City of Langley

Adverting to forwarding minute of the O.C. "E" Division dated 11-2-60. Please be advised that #17897, Cst. PETERSON, D.H., arrived at Langley City Detachment from Prince George Sub/Division on the 26-8-60, which brings the contract strength at that point to five members.

2. The City Clerk, City of Langley, Langley, B.C., has been advised in this regard and copies of my correspondence are attached.

(W. G. Hurlow) Insp.
O. C. New Westminster Sub/Division

The Commissioner, RCMP

FORWARDED for Headquarters' records.

Victoria, B.C.
1-9-60.

C. B. Macdonell, Supt.,
Administrative Officer.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

"E" DIVISION New Westminster Sub/Division,
P. O. Box 160,
New Westminster, B.C.
August 30th, 1960.

V.2-2-54
NW-2-6

The City Clerk,
City of Langley,
P.O. Drawer 489,
LANGLEY, B.C.

Dear Sir :

Re: Policing the City of Langley

Adverting to letter of the Officer Commanding "E" Division, R.C.M. Police, Victoria, B.C., dated February 11th, 1960. Please be advised that one additional member was posted to Langley City Detachment on August 26th, 1960, which brings the contract strength at that point to five members.

The above is for your information and record purposes.

Yours truly,

(W. G. Hurlow) Insp.
Commanding New Westminster Sub/Division

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

102

MEMORANDUM OF AGREEMENT entered into this 11 day of July 1960 A.D. 19.....

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

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 the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws in force therein, upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 19 of the Royal Canadian Mounted Police Act, being Chapter 54 of the Statutes of Canada, 1959, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 20, sub-section 1 of the Royal Canadian Mounted Police Act, the Minister may, with the approval of the Governor in Council enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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.

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 Five (5) 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 1960, to May 31, 1961, 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 per cent for 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, 1960.

(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 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.

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

105

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.

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 60, to the 31st day of May 19 61, 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

H.S. Northcott Cpl.

Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

106

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

David A. Christensen

Mayor – Reeve

City – Municipal Clerk and Treasurer

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

Joyce Whitehead

Attorney-General

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

G-2-2-8-47 (Supp)

107

MEMORANDUM OF AGREEMENT entered into this 22nd day of November A.D. 19 61.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

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 the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws in force therein, upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 19 of the Royal Canadian Mounted Police Act, being Chapter 54 of the Statutes of Canada, 1959, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 20, sub-section 1 of the Royal Canadian Mounted Police Act, the Minister may, with the approval of the Governor in Council enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

108

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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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.

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 Five (5) 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 19 61, to May 31, 19 62, 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 per cent 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, 19 61.

(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 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.

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

110

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.

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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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. Knowlton Sgt.

.....

.....

Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

111

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

Mrs E. M. Daley

.....
Mayor – Reeve

.....
City – Municipal Clerk and Treasurer

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

Joyce McLennan

.....
Attorney-General

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

GL-2-5-17

112

MEMORANDUM OF AGREEMENT entered into this 3rd day of December A.D. 19 62.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

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 the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws in force therein, upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 19 of the Royal Canadian Mounted Police Act, being Chapter 54 of the Statutes of Canada, 1959, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 20, sub-section 1 of the Royal Canadian Mounted Police Act, the Minister may, with the approval of the Governor in Council enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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.

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 ...Five...(5).. 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 1962, to May 31, 1963, 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 per cent 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, 1962.

(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 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.

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

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.

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 62, to the 31st day of May 19 63, 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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 Northcott Sgt.

Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

116

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

Linda Christensen

Mayor – Reeve

City – Municipal Clerk and Treasurer

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

Joyce McGowan

Attorney-General

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

G. 2-2-8-47

117

MEMORANDUM OF AGREEMENT entered into this 20th day of September A.D. 1963.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

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 the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws in force therein, upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 19 of the Royal Canadian Mounted Police Act, being Chapter 54 of the Statutes of Canada, 1959, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 20, sub-section 1 of the Royal Canadian Mounted Police Act, the Minister may, with the approval of the Governor in Council enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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.

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 ...Five...(5)... 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 19 63, to May 31, 19 64, 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 per cent 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, 19 63.

(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 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.

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

120

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.

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..... 19.63..., to the ...31st..... day of ....May..... 19.64..., 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

.....R.S. Lucchetti Sgt.....

.....
Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

121

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

E M. Galey

.....
Mayor – Reeve

.....
City – Municipal Clerk and Treasurer

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

Joyce McCowan

.....
Attorney-General

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

122

THE LANGLEY ADVANCE - JUNE 25, 1964.

RCMP costs up $25 per

City council will renew its contract with the RCMP for policing Langley city for the coming year at an increase of $25 per man.

Council received confirmation of the RCMP treasury board's authority to renew the contract at last week's council meeting.

Municipalities pay 50 percent of the annual cost of each man in a detachment up to five men in strength, but 75 percent for additional men. There are five men in the city detachment.

The annual cost per man is to be $8,389, $4,195 of which is payable by the city.

"Why the increase?" asked Ald. H. D. Brewer.

"I suppose they figured you would probably be tickled pink it was only $25," explained city clerk Charles Partington. "It's usually an increase of two or three hundred dollars."

"Higher fringe benefits, I suppose," sighed Mayor John Conder.

Jmc-3

Liaison Officer:

The Commissioner wishes you to draft a letter to this Mayor explaining that higher costs were not due to fringe benefits but the rising per capita cost of the Force generally.

M. F. A. C.
9. 7. 64

C. R. Please return with letter to Re: Police Act of Langley

Dept. Sec'y 9/7/64

P. A. C.

LANGLEY CITY DETACHMENT.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

123

"E" Division

DIV. FILE No. E.2-1-5

H.Q. FILE No. C2-1-8-15

Victoria, B.C.
14 Jul 64

Orig. and Ltr #128-E-3-8
Copy for Subject Files

The Commissioner, RCMP

Re: Policing the Municipalities
in British Columbia

The following is a list of the correct corporate names of the various municipalities under contract with the RCMP for policing purposes:

✓Corporation of the City of Alberni E-3-8
1963 changed → City of Armstrong ✗ E-4-31
1963 " → The City of Chilliwack ✗ E-3-26
The Corporation of the City of Courtenay E-3-35
The Corporation of the City of Cranbrook E-3-5
The Corporation of the City of Duncan E-4-25
✓The Corporation of the City of Enderby E-4-24
✓The Corporation of the City of Fernie E-4-26
The Corporation of the City of Grand Forks E-4-29
The Corporation of the City of Greenwood E-4-23
The Corporation of the City of Kamloops E-3-4
Amended by new contract → City of Kelowna E-3-13
✓The Corporation of the City of Kimberley E-3-31
The Corporation of the City of Langley E-4-32
The Corporation of the City of Nanaimo E-3-1
✓The Corporation of the City of North Vancouver E-3-19
✓The Corporation of the City of Penticton E-3-10
New Agreement awaited re county Corporation of the City of Port Alberni E-3-36
✓The Corporation of the City of Port Coquitlam E-3-22
✓City of Prince George (✗) E-3-3
1963 changed → ✓City of Prince Rupert ✗ E-3-11
✓The Corporation of the City of Revelstoke E-4-27
The Corporation of the City of Rossland E-4-28
✓The Corporation of the City of Trail E-3-30
✓The Corporation of the City of Vernon E-3-17
The Corporation of the City of White Rock E-3-40
The Corporation of the City of Dawson Creek E-3-41
The Corporation of the District of Burnaby E-3-6
✓The Corporation of the Township of Chilliwhack E-3-27
✓The Corporation of the District of Coquitlam E-3-23
The Corporation of the District of Kitimat E-3-49
✓The Corporation of the Township of Langley E-3-48
✓Corporation of the District of Maple Ridge E-3-21
✓The Corporation of the District of North Cowichan E-3-33
✓The Corporation of the District of North Vancouver E-3-20
The Corporation of the District of Powell River E-3-39
The Corporation of the Township of Richmond E-3-7
✓The Corporation of the District of Salmon Arm E-3-14
✓The Corporation of the District of Sumas E-3-25
✓The Corporation of the District of Summerland E-3-18
✓The Corporation of the District of Surrey E-3-12
Was not amended previously. → District of Terrace ✗ E-3-42

2. Could the various renewal contracts please be amended accordingly. These amendments will be initialled by the municipal officials concerned prior to final

.....2

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

execution. By amending these contracts in this manner, considerable time will be saved, as during the past few years a great deal of delay has been experienced in view of the Department of the Attorney General demanding that the corporate names be amended in accordance with the official records.

E. A. Pennock, Supt.,
Administrative Officer

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

G 2-2-8-47

July 16, 1964.

Mr. John Conder,
Mayor of the City of Langley,
Langley, British Columbia.

Dear Mayor Conder:

I have read with interest an article which appeared in the Langley Advance of June 25th, 1964 to the effect that City Council will renew its contract with the Royal Canadian Mounted Police for policing Langley City for the coming year at an increase of $25.00 per man.

It is stated in this newspaper report that you indicate the increase in cost is due to higher fringe benefits. I would like to point out that the higher cost is due to increases in maintaining and operating the Force and is not related to fringe benefits. As you are well aware, the cost of equipment, transportation and many supplies is gradually increasing and this is reflected in the total operating expenses of the Force. We were most pleased that the increase in maintaining and operating the Force during the last year was held to a minimum.

Yours very truly,

Geo. B. McClellan,
Commissioner.

PRU/MJ

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

G-2-2-7-47

126

MEMORANDUM OF AGREEMENT entered into this 20th day of September A.D. 19 64.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

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 the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws in force therein, upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 19 of the Royal Canadian Mounted Police Act, being Chapter 54 of the Statutes of Canada, 1959, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 20, sub-section 1 of the Royal Canadian Mounted Police Act, the Minister may, with the approval of the Governor in Council enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

127

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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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.

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 ...Five...(5).. 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 1964, to May 31, 1965, 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 per cent 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, 1964.

(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 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.

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

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.

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 64, to the 31st day of May 19 65, 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

P. Osborne

Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

130

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

E. Galey

Mayor – Reeve

City – Municipal Clerk and Treasurer

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

Joyce McGowan

Attorney-General

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

THE CORPORATION OF THE CITY OF LANGLEY

LANGLEY, B. C.

BOX 489
PHONE 534-4147
534-4148

OFFICE OF THE

City Clerk

December 11, 1964

D. O. Forrest
Assistant Commander
Commanding "E" Division
R. C. M. P.
VICTORIA, B. C.

Dear Sir: Re: Identification Section Establishment
New Westminster Subdivision

I am pleased to advise that the Council is now in agreement with your proposal for the year 1966 and subsequent years.

Yours very truly,

C. T. Partington
City Clerk

CTP/eg

cc. Corporal L. Smith

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

8-47 132

D 23/8

REQUEST FOR ESTABLISHMENT AMENDMENTS
"E" DIVISION

To be effective April 1st, 1966.

LOCATION - (Det., Sect., Br., or other unit) LANGLEY CITY DETACHMENT

Sub-Division (if applicable) New Westminster

1965-66	S/SGT.	SGT.	CPL.	CST.	S/CST.	C/M	C/S	TOTAL
Authorized Est.			1	4				5
Recommended Est. 1966-67			1	4-1/3				5-1/3

DETAIL IN SUPPORT OF RECOMMENDATIONS:

THIS IS A MUNICIPAL RESPONSIBILITY

1. An increase of a 1/3 Constable position is recommended in order to provide Identification services on a pro-rata basis. This service has been supplied to the City of Langley in the past by our Identification Section without charge.

2. The authority for this increase has been confirmed by the City Clerk of the Corporation of the City of Langley in his letter dated 11 December 1964.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

GL-2-8-47

133

MEMORANDUM OF AGREEMENT entered into this 20th day of December A.D. 19 65.

BETWEEN:

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

OF THE FIRST PART

and

THE CORPORATION OF THE City of Langley in the Province of British Columbia, hereinafter referred to as the "Municipality",

OF THE SECOND PART

and

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

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 the Government of any Province of Canada for the use or employment of the Royal Canadian Mounted Police, or any portion thereof, in aiding the administration of justice in such Province, and in carrying into effect the laws in force therein, upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 19 of the Royal Canadian Mounted Police Act, being Chapter 54 of the Statutes of Canada, 1959, the Governor in Council is empowered to authorize arrangements for the use of the Royal Canadian Mounted Police in connection with the enforcement of Municipal Bylaws upon such terms and conditions as may be agreed upon;

AND WHEREAS by section 20, sub-section 1 of the Royal Canadian Mounted Police Act, the Minister may, with the approval of the Governor in Council enter into arrangements with the prior approval of the Lieutenant Governor of any Province, with any municipality thereof, 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 the Municipality is desirous of having the said Municipality included in the policing of the Province by the Royal Canadian Mounted Police, and the said Municipality has requested that the Government of Canada enter into an agreement with the said Municipality for the use or employment of the Royal Canadian Mounted Police or any portion thereof in the policing of the said Municipality.

AND WHEREAS the Government of the Province, through the Lieutenant Governor of the Province, has expressed its willingness to have this arrangement executed;

AND WHEREAS it has been agreed between the Government of Canada and the Municipality that the policing of the Municipality shall be undertaken by the Royal Canadian Mounted Police on the terms and conditions hereinafter set forth and which have been consented to by the Government of the Province and subject to the Government of the Province guaranteeing to the Government of Canada the payment of the costs of policing the Municipality by the Royal Canadian Mounted Police.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

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) 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, but it is understood that the Attorney-General of the Province will retain his jurisdiction with regard to all provincial statutes and such parts of the Criminal Code as he may consider necessary in the public interest.

(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.

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 ...Five (5)... 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.

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

(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, 1965, to March 31, 1966, ten-twelfths of 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, 1965.

(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 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 2,584 during the ten-month period by the 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 on October 31st, 1965, and March 31st, 1966, and payable as hereinafter provided.

(6) All sums payable under this agreement shall be paid on October 31st, 1965, and March 31st, 1966, 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.

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

136

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 ten months, the municipality shall pay Canada in respect of that member a sum to be determined by dividing the figure 304 into the sum payable by the municipality for one member of the unit in the ten-month period 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.

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 1965, to the 31st day of March 1966, 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 British Columbia by personal service on the Attorney General of British Columbia or by registered mail addressed to the Attorney General of British Columbia at Victoria, B.C.

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

D. J. Donald Sgt

Geo. B. McClellan
Commissioner

(3)

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

SIGNED on behalf of the Corporation of the City of Langley in the Province of British Columbia in the presence of

E. M. Galey

Mayor — Reeve

City — Municipal Clerk and Treasurer

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

Joe McCowan

Attorney-General

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

138

28/12

G 2-2-8-31
G 2-2-8-6
G 2-2-8-14
G 2-2-8-47
G 2-2-8-11
G 2-2-8-43

December 21, 1965.

The Commanding Officer,
"E" Division,
R.C.M. Police,
VICTORIA, B.C.

Re: Policing of Municipalities

I am enclosing two signed copies of the completed renewal agreements with the undermentioned municipalities policed by your Division, together with three (3) photostat copies of each agreement. The two signed copies are for the use of the Attorney General's Department and the Municipalities concerned.

Chilliwack	(City)	Langley	(City)
Cranbrook	(City)	Penticton	(City)
Kelowna	(City)	Powell River	(District)

G.H. Ashley, Supt.,
Acting Departmental Secretary.

The C.T.O.

Two copies of each of the abovementioned agreements for your information.

OTTAWA
21-12-65

G.H. Ashley, Supt.,
Acting Departmental Secretary.

The D.O.P.

One copy of each of the abovementioned agreements for your information.

OTTAWA
21-12-65

G.H. Ashley, Supt.,
Acting Departmental Secretary.

/mj

D.S.S. to Note

Noted Rentals
24-12-65
PA
BS

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

CLOSED VOLUME

CANADA

VOLUME COMPLET

DATED FROM / À COMPTER DU 1954 TO / JUSQU' AU 1965

AFFIX TO TOP OF FILE – À METTRE SUR LE DOSSIER

DO NOT ADD ANY MORE PAPERS – NE PAS AJOUTER DE DOCUMENTS

FOR SUBSEQUENT CORRESPONDENCE SEE – POUR CORRESPONDANCE ULTÉRIEURE VOIR

FILE NO. – DOSSIER Nº	VOLUME
GH 128-E-4-32	

Révisé par la direction générale de l'AIPRP Bibliothèque et Archives Canada / Reviewed by ATIP Branch Library and Archives Canada

Folder No. Sp. 3738A

MacMillan Office Appliances Co. Ltd.
309 ATHLONE AVENUE, COR. SCOTT ST.
OTTAWA. 3, CAN.