

Bill No. 13 of 1948.

A BILL TO VALIDATE AND CONFIRM AN AGREEMENT BETWEEN THE GOVERNMENT OF THE PROVINCE OF ALBERTA AND THE GOVERNMENT OF THE DOMINION OF CANADA PROVIDING FOR THE CONSERVATION OF THE FORESTS ON THE EAST SLOPE OF THE ROCKY MOUNTAINS AND THE PROTECTION OF THE WATERSHEDS AND THE RIVERS THEREIN.

NOTE.

By chapter 4 of the Statutes of 1947 the Minister of Lands and Mines, with the approval of the Lieutenant Governor in Council, was authorized and empowered to execute, on behalf of the Province, an agreement with the Government of Canada for joint action for the conservation of the forests on the east slope of the Rocky Mountains and for the protection of the watersheds therein. Pursuant to such authority the Government of the Province entered into an agreement with the Government of Canada dated the 19th day of June, A.D. 1947, for the carrying out of the purposes set out in said chapter 4. Since that time the Government of Canada has requested the Government of Alberta to procure the enactment of a Bill validating and confirming the agreement so entered into, and the purpose of this Bill is to validate the said agreement as requested. The agreement is printed as a Schedule to the proposed Bill.

W. S. GRAY,
Legislative Counsel.

(This note does not form any part of the Bill but is offered in explanation of its provisions.)

BILL

No. 13 of 1948.

An Act to Validate and Confirm an Agreement Between the Government of the Province of Alberta and the Government of the Dominion of Canada Providing for the Conservation of the Forests on the East Slope of the Rocky Mountains and the Protection of the Watersheds and the Rivers Therein.

(Assented to _____, 1948.)

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

1. An agreement dated the nineteenth day of June, A.D. 1947, and made between the Government of Canada, represented therein by the Honourable James Allison Glen, Minister of Mines and Resources, of the first part, and the Government of the Province of Alberta, represented therein by the Honourable Nathan Eldon Tanner, Minister of Lands and Mines, of the second part, and set forth in the Schedule to this Act, is hereby approved, ratified and confirmed.

2. This Act shall come into force on the day upon which it is assented to, and upon so coming into force shall be deemed to have been in force at all times since the nineteenth day of June, A.D. 1947.

SCHEDULE

Memorandum of Agreement made this nineteenth day of June, A.D. 1947.

Between:

The Government of Canada, represented herein by the Honourable James Allison Glen, Minister of Mines and Resources, hereinafter called the "Dominion",

of the First Part,

and

The Government of the Province of Alberta, represented herein by the Honourable Nathan Eldon Tanner, Minister of Lands and Mines, hereinafter called the "Province",

of the Second Part.

Whereas the conservation of the forests on the east slope of the Rocky Mountains and the protection of the watersheds of the rivers therein are matters of great importance to Canada as a whole and especially so to the provinces of Alberta, Saskatchewan and Manitoba;

And whereas, to conserve such forests which belong to and are administered by the Province of Alberta and thereby to protect such watershed, more and better works and facilities for the protection of the forests must be provided;

And whereas the Province is of the opinion that the Dominion should contribute substantially to the cost of providing the necessary protection and in consideration thereof it is willing to agree to the establishment of a Board which shall plan, supervise and direct all such activities and deal with any problems which arise from the activities authorized by this Agreement;

And whereas the Dominion is willing to grant such assistance to the Province, subject to the provisos, stipulations and conditions in this agreement contained;

Now therefore this agreement witnesseth:

1. (1) The Dominion and the Province agree to the establishment of a Board to be known as the "Eastern Rockies Forest Conservation Board" (hereinafter called the "Board") with the powers and duties as set out in this Agreement.

(2) The Board shall be a body corporate and shall consist of three members two of whom including the Chairman shall be appointed by the Governor General in Council and one of whom shall be appointed by the Lieutenant Governor of the Province.

(3) Alternate members to act in the place and stead of any member appointed by the Governor General in Council may be appointed by the Governor General in Council and an alternate member to act in place and stead of the member appointed by the Lieutenant Governor in Council may be appointed by the Lieutenant Governor in Council.

(4) Each member and each alternate member shall hold office during the pleasure of the Governor in Council or of the Lieutenant Governor in Council, as the case may be, and any vacancy on the Board shall be filled by the Governor in Council or by the Lieutenant Governor in Council according as the previous appointment to such position was made by the Governor in Council or the Lieutenant Governor in Council.

(5) The remuneration and expenses of the members and alternate members appointed by the Governor General in Council, shall be paid by the Dominion and the remuneration and expenses of the member and alternate member appointed by the Lieutenant Governor in Council, shall be paid by the Province.

(6) The Board shall formulate by-laws with respect to its meeting, quorum, duties and conduct of its members and employees and generally as to the affairs of the Board.

2. The purpose and function of the Board shall be to plan, advise on, direct and supervise and carry out as herein provided,—

- (a) the construction, operation and maintenance of all projects and facilities required for the proper protection of the forests of that area of the East slope of the Rocky Mountains, forming part of the watershed of the Saskatchewan River, as more definitely described in the appendix hereto annexed;
- (b) the protection of the forests in such area from fire, insects, disease and any other damage;
- (c) the conservation, development, maintenance and management of the forests in such area with a view to obtaining the greatest possible flow of water in the Saskatchewan River and its tributaries.

3. For the purpose of the aforesaid, the Board shall be authorized,—

- (a) to make plans along the line of modern forestry practice from time to time for,—
 - (i) the forest inventory of said area;
 - (ii) the location, construction and maintenance of roads, trails, look-outs, buildings, communication systems and other forest improvements required by modern forest practice for forest protection and forest management of said area;
 - (iii) forest protection and management of said area, including plans for closing the said area or any part thereof in case of emergency;
 - (iv) research in silviculture and scientific investigations;
 - (v) reforestation of said area;
- (b) to supervise and ensure, as circumstances may permit, execution of all such plans and for this purpose the Board shall be empowered,—
 - (i) to engage technical and other assistance, rent offices, and purchase and maintain equipment;
 - (ii) to make arrangements with the Province or with other agencies as hereinafter provided for the performance of all necessary work;
- (c) to make arrangements with the Dominion, the Province or other agencies for the undertaking of research and other scientific investigations for the obtaining of aerial photographs, the making of control surveys and the preparation of maps and plans.

4. (1) The Board shall be required to formulate programmes for expenditure of a sum not exceeding \$6,300,000.00 during the first six years of this Agreement for the lo-

cation and construction of forest improvements, the making of a forest inventory, the reforestation of the said area and such other works and services as it may consider necessary, provided that if the programme for any year is not fully completed during that year the Board may be permitted to carry the uncompleted portion over into the following year, but in any event the total capital expenditure shall be completed within the said period of six years.

(2) The Board shall also be required, from time to time, to formulate programmes for the yearly maintenance of a complete protective and forest management service in such area and for research in silviculture and scientific investigations; such programmes shall provide for an annual expenditure of not more than \$300,000.00 and not less than \$250,000.00; provided, however, that during the period when the capital expenditures are being made and until they are completed the amount of such expenditures, including the cost of administration, in the discretion of the Board, may be less than \$250,000.00.

5. The programmes for the first year of the Agreement, along with detailed specifications and plans and estimates of the cost thereof, shall be submitted to the Dominion and Province as soon as possible after the effective date of the Agreement, and thereafter for each succeeding year, not later than two months prior to the first of January of each year. The estimates shall include the amounts required to pay the salaries and expenses of the staff of the Board, the remuneration and expenses of any technical assistance and advice obtained by the Board, the rental of the Board's offices, the cost of office furniture, and of office and other equipment and supplies.

6. (1) The Province undertakes,—

- (a) to carry out, under the direction of the Board,—
 - (i) the programmes of works prescribed each year for the purpose of this Agreement;
 - (ii) the programme of forest management laid down by the Board;
- (b) to adopt, with the approval of the Board, and carry out a policy of administration with regard to its underrights in such area which will reduce to a minimum any danger from fire and any interference with the programme of the Board;
- (c) not to grant grazing rights and other surface rights which might injuriously affect the carrying out of the purposes of this Agreement;
- (d) to employ only a minimum number of persons required to carry out the programme of the Board. Such persons shall possess a standard of qualifications set by the Board and in case any employee engaged by the Province should fail to possess such qualifications or should not satisfactorily perform the duties assigned to him, the Province agrees

when requested by the Board, to remove such employee from staff engaged by it to carry out the work provided for herein.

(2) The Province shall, as expeditiously as possible, carry out,—

- (a) the Board's programme for capital expenditures for any year upon being advised by the Board that such programme has been approved by the Dominion; and
- (b) the Board's programme for maintenance and current expenditures for any year upon receiving the programme for that year.

(3) Subject to the terms and conditions of this Agreement, the Province shall have complete authority and control with respect to the carrying out of the said programmes and the employment of persons, firms and corporations and the purchase or hire of equipment and material in connection therewith.

7. Whenever the Board is of the opinion that any construction project to be done can be undertaken more economically or expeditiously by contract the Province shall undertake such work by contract. All such contracts made by the Province under this Agreement shall be awarded subject to the approval of the Board from tenders based on prices submitted by a representative number of persons, corporations or firms. The Province shall submit to the Board, with respect to every contract, certified copies of tender notices or advertisements, forms of tender, descriptions, tabulation of tenders, and the formal contracts. If the Province is willing to undertake any such project for which tenders have been called, at the amount of the lowest tender, the Board shall allow the Province to do the work but the amount to be paid to the Province under clause ten of this Agreement in respect of such work shall not exceed the amount of the lowest tender or in any event the actual cost thereof.

8. The cost of carrying out programmes formulated by the Board shall be borne by the Dominion and the Province as follows:

- (a) The Dominion shall pay all capital expenditures which shall not exceed \$6,300,000.00 and shall pay to the Board the amount required to carry out that approved programme;
- (b) The Province shall pay the sum of \$125,000.00 each year toward the maintenance and other current expenditures required by the programme formulated by the Board for that year, including the expenditures of the Board, and the Dominion shall pay the balance thereof. Should in any year the net revenues derived by the Province from the surface rights in the area exceed the amount of the contribution to be made by the Province, the excess shall be added thereto and to the extent thereof shall increase such

contribution. If in any year the net revenues exceed the amount of the annual maintenance and other current expenditures, the excess thereof shall be added to the revenues of the next succeeding year and for the purposes of this Agreement be considered as having been received in that year;

- (c) If in any year after the capital expenditures have been completed, the Board, with the consent of both the Dominion and Province, formulates a programme for that year requiring an expenditure of less than \$250,000.00 for maintenance and other current expenditures, the cost of such programme shall be borne equally by the Dominion and the Province. Provided, however, that if the net revenue exceeds the amount of the contribution of the Province, the contribution of the Dominion shall be reduced accordingly;
- (d) When the Board's programme for maintenance and other current expenditures for any year has been submitted to the Province and Dominion, as herein provided, the Dominion will pay to the Board the funds required to carry out such programme.

9. The Dominion and the Province agree that, in the event that more than the sum of \$10,000.00 is expended by the Board in fighting forest fires in such area in any one year, each will pay one half of the amount by which the total cost of fighting forest fires in that area in that year exceeds the sum of \$10,000.00

10. (1) The Board shall be required to pay to the Province each year in quarterly payments the actual cost (without profit) of carrying out the approved programme.

(2) In computing the amount to be paid to the Province in any quarter with respect to maintenance and other current expenditures, there shall be applied thereon as a credit to the Board one quarter of the annual payment agreed to be paid by the Province in that year.

11. The Dominion will not contribute towards any of the expenses of the Province's general administration at Edmonton nor for services in the said area not directly related to the purpose of this Agreement.

12. The Dominion will not be liable to contribute for damage to property owned by the Province injuriously affected by construction or maintenance operations. Whenever any sand, gravel, stone, timber or other building material required for the construction or maintenance of any project is available on and may be taken from Crown lands of the Province, no charge shall be made by the Province for such material, except labour or transportation costs necessarily incurred in respect of such materials during the term of this Agreement, provided, however, the cost of such materials, used from property purchased by the Province, may be included.

13. No expenditure for the construction of any project incurred prior to the effective date of this Agreement shall be paid by the Board or charged against the amount to be paid or contributed by the Province.

14. In respect of work undertaken by day labour, no charge shall be made by the Province for the purchase of tools or construction equipment required for such day labour work, unless the approval of the Board, in writing, has been first obtained. Operating costs, exclusive of repairs and transportation costs of such equipment, may be included in the cost of construction. The depreciation charges on equipment owned by the Province will be allowed at rates agreed upon by the Board and the Province.

15. The following conditions, relative to employment and the award of contracts, shall apply to all work done under this Agreement:

- (a) Contracts shall be let only to corporations or firms established and in operation in Canada or to persons resident in Canada;
- (b) No persons, other than residents of Canada, shall be employed on the construction of any of the projects and local residents and returned veterans, insofar as they are competent and available, shall be given preference in employment on the said projects, and no resident of Canada shall, with regard to his employment, be discriminated against by reason of his race, religious views or political affiliations;
- (c) The employment of all labour on any of the said projects shall be subject to any regulations of the Dominion in respect of the employment of labour;
- (d) Living conditions of employees shall be reasonably satisfactory in accordance with the usual practice on such projects, and where necessary provisions shall be made for proper housing, feeding, medical attention and the enjoyment of mail facilities;
- (e) Only goods and materials of Canadian manufacture and production shall be used, if available, and of suitable quality and price.

16. Payments of contributions by the Dominion under this Agreement are hereby excepted from the operation of Section 5 of *The Fair Wages and Hours of Labour Act, 1935*. It shall be the responsibility of the Province to see that all persons employed are paid fair wages; and the hours of work to be observed shall be those from time to time maintained by the Province, but shall be generally those covering similar work undertaken by the Province in the district.

17. The Province shall afford the Board and its officers every facility for inspecting and reporting on the execution of the work to be performed under this Agreement.

18. The Province will maintain adequate records of all expenditures made pursuant to the provisions of this Agree-

ment supported by proper documents and vouchers, and will make all or any of such records, documents and vouchers available to the Dominion and to the Board for audit or examination upon request, and will furnish any and all information in relation thereto.

19. (1) In case the Province makes default in carrying out any part of the programmes or directions of the Board and such default continues for two months and the Board gives notice to the Minister of Lands and Mines of the Province that it intends on the expiry of one further month, to carry out or perform the programmes or directions the Province will make available to the Board such Provincial Crown lands described in the appendix as may be necessary to carry out the programmes and directions and will permit the Board to perform or have performed for it the programmes and directions without interference from the Province.

(2) The Board will be required to keep the Dominion informed in case of any default and, if the Board performs or has such programmes or directions performed or executed, the Board may be permitted to make payments for such work and any payments made shall be charged against the contribution of the Dominion for that year.

20. Upon termination of this Agreement,—

- (a) all improvements or works resulting from the carry-out of the programmes of the Board shall belong to the Province;
- (b) all other property acquired by the Board shall belong to the Dominion.

21. If any dispute arises between the Board and the Province with respect to the cost of carrying out any programme formulated by the Board, or any part thereof, such dispute shall be submitted to an arbitrator agreed upon by the Board and the Province or, in default of agreement, appointed by the President of the Exchequer Court of Canada and the decision of the arbitrator shall be binding upon all parties;

Provided that, in the event of a dispute regarding the cost of carrying out any programme or any part of a programme being submitted to the arbitrator, the Board shall, pending the decision of such arbitrator, pay to the Province that part of such cost which the Board considers fair and proper.

22. Except as otherwise provided by this Agreement, the Province shall, at all times, retain control of the administration of the area described in the appendix hereto, the resources therein and the revenue therefrom.

23. This Agreement shall remain in force for a period of not less than twenty-five years from the date upon which it takes effect, as provided in paragraph twenty-five of this Agreement, and may be terminated at the end of that period or any year thereafter by either government, giving one

year's notice in writing of its intention so to do; otherwise, the Agreement will continue in force until so terminated.

24. Adjustments in the boundaries of the area set out in the appendix hereto, which are necessary for the more effectual carrying out of the purposes of this Agreement, may be made from time to time by Agreements in writing between the Minister of Mines and Resources of the Dominion of Canada and the Minister of Lands and Mines of the Province and approved by the Governor General in Council and the Lieutenant Governor in Council of the Province.

25. This Agreement is made subject to its being approved by the Parliament of Canada and by the Legislature of the Province of Alberta and shall take effect following such approval upon a date agreed upon by the Minister of Mines and Resources of Canada and the Minister of Lands and Mines of Alberta.

In witness whereof The Honourable James Allison Glen, Minister of Mines and Resources, has hereunto set his hand on behalf of the Government of Canada, and the Honourable Nathan Eldon Tanner, Minister of Lands and Mines for Alberta, has hereunto set his hand on behalf of the Government of the Province of Alberta.

Signed on behalf of the Government of Canada by the Honourable James Allison Glen, Minister of Mines and Resources, in the presence of: "C. W. JACKSON"	}	"J. ALLISON GLEN"
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Signed on behalf of the Government of the Prov- ince of Alberta by the Honourable Nathan El- don Tanner, Minister of Lands and Mines of the said Province in the pres- enc of: "MARY C. LIVINGSTONE"	}	"N. E. TANNER"
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APPENDIX

All that part of the Rocky Mountains Forest Reserve situate in the Province of Alberta and more particularly described as follows:

Consisting of that portion of fractional section 31, in fractional township 2, range 30, not included in the Water-tion Lakes Park; the following sections and fractional sec-

tions in fractional township 3, range 30, section 16, fractional sections 8, 17, 20, 29 and 32, that portion of fractional section 5 not included in the Waterton Lakes Park; and those portions of sections 4 and 9 not included in the Waterton Lakes Park; the following sections in township 9, range 29; section 33, the north-east quarter of section 31 and the north half and south-east quarter of section 32; the following sections and fractional sections in fractional township 9, range 30; sections 26, 27, 34 and 35, fractional sections 28 and 33, and the west halves of sections 25 and 36; the following sections in township 10, range 29; sections 4, 5, 7, 8, 9, 17, 18 and 19, the north half and south-east quarter of section 6, the south half and north-west quarter of section 16 and the west half of section 30; the following sections and fractional sections in fractional township 10, range 30; sections 2, 3, 10, 11, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34 and 35, fractional sections 4, 9, 16, 21, 28 and 33, the west half of section 1, the north half and south-west quarter of section 12 and the west half of section 36; the following sections in township 11, range 29; sections 6, 7 and 18; the following sections and fractional sections in fractional township 11, range 30; sections 1, 12 and 13, fractional sections 2, 11 and 14, the fractional south half of fractional section 23, and the south-west quarter of section 24; the following sections and fractional sections in fractional township 12, range 30; section 25, fractional sections 26 and 35 and the north half and south-west quarter of section 36; the following sections and fractional sections in fractional township 13, range 30; section 1, fractional sections 2, 11, 14 and 23, and the south-west quarter of section 12; all being west of the 4th meridian.

Also consisting of that portion of township 2, range 1, not included in Waterton Lakes Park; that portion of township 2, range 2, lying in the Province of Alberta and not included in Waterton Lakes Park; that portion of township 3, range 1, not included in Waterton Lakes Park; those portions of township 3, ranges 2, 3 and 4, lying in the Province of Alberta; all of the sections in township 4, range 1, except sections 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36; all of the sections in township 4, ranges 2 and 3; that portion of township 4, range 4, lying in the Province of Alberta; the following sections in township 5, range 2; sections 1, 2, 3, 4, 5, 6, 7 and 8; all of the sections in township 5, range 3; those portions of township 5, ranges 4 and 5, lying in the Province of Alberta; the following sections in township 6, range 3; sections 1, 2, 3, 4, 5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33, the south half and north-west quarter of section 9 and the west half of section 16; all of the sections in township 6, range 4; that portion of township 6, range 5, lying in the Province of Alberta; the following sections in township 7, range 3; sections 4, 5, 6 and 7; all of the sections in township 7, range 4, except sections 25, 26, 34, 35 and 36; those portions of township 7, ranges 5 and 6, lying in the Province of Alberta; the following sections in township 8, range 3;

sections 9, 15, 16, 21, 22, 27, 28, 33 and 34, and the north half and south-west quarter of section 10; the following sections in township 8, range 4; sections 5, 6, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34 and 35, all of the sections and fractional sections in township 8, range 5, lying in the Province of Alberta except sections 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, and the north halves of sections 1, 2 and 3; all of the sections and fractional sections of township 8, range 6, lying in the Province of Alberta except section 12; all of the sections in township 9, range 3, except sections 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36; all of the sections in township 9, range 4; those portions of township 9, ranges 5 and 6, lying in the Province of Alberta; the following sections in township 10, range 1; sections 22, 23, 25, 26, 27, 35 and 36, the north-east quarter of section 12, the east half of section 13, the north half and south-east quarter of section 24 and the east half of section 34, the following sections in township 10, range 3; sections 3, 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33; all of the sections in township 10, range 4; that portion of township 10, range 5, lying in the Province of Alberta; all of the sections in township 11, range 1, except sections 4, 5, 6, 7, 18, 19, 28, 29, 30, 31 and 32, the west halves of sections 8 and 17, the north halves of sections 24 and 36, the north half, the south-west quarter and that portion of the south-east quarter of section 20 lying to the north of the height of land between Damon Creek and North Creek, those portions of the west half and north-east quarter of section 21 lying north of the height of land between Damon Creek and North Creek, that portion of the north-west quarter of section 22 lying to the north of the height of land between Damon Creek and North Creek, the west halves of legal subdivisions 12 and 13 and those portions of the south-west quarter of section 27 lying to the north and west of the height of land between Damon Creek and North Creek, the south-west quarter and all that portion of the south-east quarter of the said section 33 lying south-west of a straight line extending from the south-east corner of the said section 33 to the south-east corner of legal subdivision 10 of the said section and that part of the north half of the said section 33 lying south-west of a straight line extending from the said south-east corner of the said legal subdivision 10 to the north-east corner of legal subdivision 13 of the said section 33; all of the sections in township 11, range 2 except sections 1, 2, 6, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 34, 35 and 36, the south-west quarter of section 4, the south half and north-west quarter of section 5, the east half of section 10 and legal subdivisions 3, 6, 11 and 14 and the east halves of legal subdivisions 4, 5, 12 and 13 of the said section 10, the east half of section 15 and legal subdivisions 3, 6, 11 and 14 and those portions of legal subdivisions 4, 5, 12 and 13 of the said section 15 lying east of a straight line extending from the south-west corner of the south-east quarter of the said legal subdivision 4 to the north-west corner of the said legal subdivision 13, those portions of legal subdivisions 1, 8, 9 and 16 of section 21 lying east of a straight line extending from the south-east corner of the

said section 21 to the north-west corner of the said legal subdivision 16, those portions of legal subdivisions 1 and 8 of section 28 lying east of a straight line extending from the south-west corner of the said legal subdivision 1 to the north-east corner of the said legal subdivision 8 and those portions of legal subdivisions 9, 15 and 16 lying east of a straight line extending from the said north-east corner of legal subdivision 8 to the north-west corner of the east half of the said legal subdivision 15 of the said section 28 and the east half of section 33; all of the sections in township 11, range 3 except the east half of section 1 and the north-east quarter of section 2; all of the sections in township 11, range 4; those portions of township 11, ranges 5 and 6, lying in the Province of Alberta; all of the sections in township 12 and range 1 except sections 1, 5, 6, 7, 12, 13, 18 and 24, the east halves of sections 14 and 23, legal subdivisions 4, 5, 12 and 13 of section 4, the west half of section 8 and legal subdivisions 1, 2, 7, 10 and 15 and that portion of legal subdivision 8 of the said section 8 lying south-west of a straight line joining the south-east corner of the said legal subdivision with the north-west corner of the said legal subdivision, that portion of legal subdivision 4 of section 9 lying south-west of a diagonal line joining the south-east corner of the said legal subdivision 4 with the north-west corner of the said legal subdivision, the west half of section 17 and legal subdivisions 2, 7, 10 and 15 and the west halves of legal subdivisions 1 and 8 of the said section 17; all of the sections in township 12, range 2, except sections 1, 2, 3, 10, 11, 12, 13, 14, 15 and 35 and legal subdivisions 1, 8, 9 and 16 and the east halves of legal subdivisions 2, 7, 10 and 15 of sections 4, 9 and 16; all of the sections in township 12, ranges 3 and 4; that portion of township 12, range 5, lying in the Province of Alberta; all of the sections in township 13, range 1, except sections 25, 26, 31, 32, 33, 34, 35 and 36 and the north half of section 27; the following sections in township 13, range 2, sections 1, 12, 13, 24 and 25, and the west halves of sections 6 and 7; all of the sections in township 13, range 3, except sections 23, 24, 25, 26, 35 and 36 and the north-east quarter of section 13; all of the sections in township 13, range 4; those portions of township 13, ranges 5 and 6, lying in the Province of Alberta; all of the sections in township 14, range 3, except sections 1, 2, 11, 12, 13, 24, 25 and 36; all of the sections in township 14, ranges 4 and 5; that portion of township 14, range 6, lying in the Province of Alberta; all of the sections in township 15, range 3, except sections 1, 12, 13, 23, 24, 25, 26, 34, 35 and 36; all of the sections in township 15, ranges 4 and 5; that portion of township 15, range 6, lying in the Province of Alberta; section 6, township 16, range 3; all of the sections in township 16, range 4, except sections 11, 12, 13, 14, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36; all of the sections in township 16, range 5; those portions of township 16, ranges 6 and 7, lying in the Province of Alberta; the following sections in township 17, range 4; sections 6, 7, 8, 17, 18, 19, 20, 30 and 31; all of the sections in township 17, ranges 5 and 6; that portion of township 17, range 7, lying

in the Province of Alberta; the following sections in township 18, range 4, sections 6, 7, 18, 19, 28, 29, 30, 31, 32 and 33; all of the sections in township 18, ranges 5 and 6; that portion of township 18, range 7, lying in the Province of Alberta; all those portions of township 18, ranges 8 and 9 lying in the Province of Alberta; all of the sections in township 19, range 4, except sections 1, 12, 13, 14, 23, 24, 25, 26, 35 and 36; all of the sections in township 19, ranges 5, 6 and 7; all those portions of township 19, ranges 8, 9 and 10 lying in the Province of Alberta; the following sections in township 20, range 4, sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 30 and 31; all of the sections in township 20, ranges 5, 6, 7, 8 and 9; that portion of township 20, range 10 lying in the Province of Alberta except that portion which is included in Banff Park; the following sections in township 21, range 4, sections 6, 7, 18, 19 and 30; all of the sections in township 21, ranges 5, 6, 7, 8 and 9; that portion of township 21, range 10, not included in the Banff Park; all that portion of township 21, range 11, lying in the Province of Alberta except that portion which is included in the Banff Park; all of the sections in township 22, range 5, except sections 25, 26, 27, 34, 35 and 36; all of the sections in township 22, ranges 6, 7 and 8; all of the sections in township 22, range 9 except sections 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35 and 36; those portions of township 22, ranges 10 and 11 not included in Banff Park; the following sections in township 23, range 5, sections 5, 6 and 7; all of the sections in township 23, ranges 6 and 7; all of the sections in township 23, range 8 except sections 16, 17, 18, 19, 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35; all of the sections in township 23, range 9 except sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26 and 27; that portion of township 23, range 10 not included in Banff Park; all of the sections in township 24, range 6 except sections 1, 12, 13, 24, 25, 26, 27, 28, 33, 34, 35 and 36; that portion of township 24, range 7 not included in the Stony Indian Reserve; the following sections in township 24, range 9: sections 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 31, 32, 33, 34 and 35; the following sections in township 24, range 10: sections 35 and 36; section 6, township 25, range 6; those portions of sections 1, 2 and 3, township 25, range 7, not included in Stony Indian Reserve; the following sections in township 25, range 8, sections 7 and 31, and those portions of sections 8, 17, 18, 19, 20, 29, 30, 32, 33 and 34 not included in Stony Indian Reserve; all of the sections in township 25, range 9; the following sections in township 25, range 10: sections 1, 2, 3, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25 and 36, and those portions of sections 19, 20, 26, 27, 28, 29 and 35 not included in Banff Park; that portion of township 26, range 8, not included in the Stony Indian Reserve; those portions of township 26, ranges 9 and 10 not included in Banff Park; all of the sections in township 27, range 7, except sections 1, 2, 3, 4, 5, 8, 9, 10, 11 and 12; all of the sections in township 27, range 8; those portions of township 27, ranges 9, 10 and 11, not included in Banff Park; all of the sections in township 28, ranges 7, 8,

9 and 10; that portion of township 28, range 11, not included in Banff Park; all of the sections in township 29, ranges 7, 8, 9 and 10; that portion of township 29, range 11, not included in Banff Park; all of the sections in township 30, range 7, except sections 25, 26, 27, 34, 35 and 36; all of the sections in township 30, ranges 8, 9 and 10; those portions of township 30, ranges 11 and 12 not included in Banff Park; the following sections in township 31, range 7, sections 4, 5, 6, 7, 8 and 9; all of the sections in township 31, ranges 8, 9, 10 and 11; those portions of township 31, ranges 12 and 13, not included in Banff Park; all of the sections in township 32, range 7, except sections 25, 26, 27, 33, 34, 35 and 36; all of the sections in township 32, ranges 8, 9, 10, 11 and 12; those portions of township 32, ranges 13, 14 and 17 not included in Banff Park; all of the sections in township 33, ranges 8, 9, 10, 11, 12 and 13; those portions of township 33, ranges 14, 15, 16, 17 and 18 not included in Banff Park; all that portion of township 33, range 19, lying in the Province of Alberta, except that portion which is included in Banff Park; all of the sections in township 34, ranges 8, 9, 10, 11, 12, 13, 14, 17 and 18; those portions of township 34, ranges 15, 16 and 19 not included in Banff Park; all of sections in the south half of township 35, range 8; all of the sections in township 35, ranges 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18; those portions of township 35, ranges 19 and 20 not included in Banff Park; all of the sections in township 36, ranges 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18; those portions of township 36, ranges 19, 20 and 21, not included in the Banff Park; the following sections in township 37, range 9; sections 4, 5, 6, 7 and 18; all of the sections in township 37, ranges 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20; those portions of township 37, ranges 21 and 22, not included in the Banff Park nor in Jasper Park; all of the sections in township 38, ranges 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21; that portion of township 38, range 22 not included in Jasper Park nor in Banff Park; all of the sections in township 39, range 11, except sections 1, 2, 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36; all of the sections in township 39, ranges 12, 13, 14, 15, 16, 17, 18, 19 and 20; those portions of township 39, range 21, not included in Jasper Park; the following sections in township 40, range 11, sections 3, 4, 5 and 6; the following sections in township 40, range 12, sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 18, 19, 20, 29, 30, 31 and 32; all of the sections in township 40, ranges 13, 14, 15, 16, 17, 18 and 19; those portions of township 40, ranges 20 and 21, not included in Jasper Park; all of the sections in township 41, ranges 12, 13, 14, 15, 16, 17, 18 and 19; those portions of township 41, ranges 20 and 21, not included in Jasper Park; the following sections in township 42, range 11: sections 28, 29, 30, 31, 32, and 33; all of the sections in township 42, ranges 12, 13, 14, 15, 16, 17, 18 and 19; those portions of township 42, ranges 20 and 21, not included in Jasper Park; all of the sections in the west half of township 43, range 11; all of the sections in township 43, ranges 12, 13, 14, 15, 16, 17, 18 and 19; those portions of township 43, ranges 20, 21 and 22,

not included in Jasper Park; the following sections in township 44, range 11; sections 4, 5, 6, 7, 8, 9, 16, 17 and 18; all of the sections in township 44, ranges 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21; those portions of township 44, ranges 22 and 23, not included in Jasper Park; all of the sections in township 45, range 16; those portions of township 45, ranges 17, 18, 19, 20, 21 and 22 that lie in the North Saskatchewan River basin; those portions of township 45, ranges 23 and 24 not included in Jasper Park and lying in the North Saskatchewan River basin; those portions of township 46, ranges 16, 17, 21 and 22 lying in the North Saskatchewan River basin, all being west of the fifth meridian. The two parts containing by admeasurement 8,585.54 square miles, more or less.

FIFTH SESSION
TENTH LEGISLATURE
12 GEORGE VI
1948

BILL

An Act to Validate and Confirm an Agreement Between the Government of the Province of Alberta and the Government of the Dominion of Canada Providing for the Conservation of the Forests on the East Slope of the Rocky Mountains and the Protection of the Watersheds and the Rivers Therein.

Received and read the

First time.....

Second time.....

Third time.....

HON. MR. TANNER.

EDMONTON:
A. Shnitka, King's Printer
1948