



**TOWN OF PINCHER CREEK COUNCIL
MEETING AGENDA
Monday, January 13, 2020 at 6:00 p.m.
Council Chambers, Town Hall
962 St. John Avenue**

1. **Call to Order**
2. **Scheduled Public Hearing**
3. **Agenda Approval**
4. **Scheduled Delegations**
 - 4.1 Community Mental Health Learning Immersion – Ola Crook
5. **Adoption of Minutes**
6. **Business Arising from the Minutes**
 - 6.1 Police Funding Model Update
7. **Bylaws**
8. **New Business**
 - 8.1 Memorandum of Understanding - RCMP and the Town
9. **Council Reports**
10. **Administration**
 - 10.1 Council Information Distribution List
11. **Closed Session Discussion**
 - 11.1 Encroachment Agreement Roll #1070000 And Roll #1135000 - s.16
 - 11.2 Pincher Creek Transportation Brokerage Proposal - s. 16
 - 11.3 NRCB Application LA19026 - FOIP s.16
12. **Notice of Motion**
13. **Adjournment**

The next Regular Council Meeting is scheduled for January 27, 2020 AT 6:00 p.m.

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Police Funding Model Update	
PRESENTED BY: Laurie Wilgosh, Chief Administrative Officer	DATE OF MEETING: 1/13/2020

PURPOSE:

For Council to receive an update on the police funding model and recent meeting with the south west Alberta municipalities.

RECOMMENDATION:

That Council for the Town of Pincher Creek direct administration to send a letter outlining Council's concerns with the proposed Police Funding model as discussed to Honourable Doug Schweitzer, Minister of Justice and Solicitor General with copies to Premier Jason Kenny, MLA Roger Reid, Executive Director Marlin Degrand and to AUMA President Barry Morishita.

BACKGROUND/HISTORY:

The Town received the proposed cost breakdown for the next five years for the Town of Pincher Creek police funding. The cost projection for the Town is 2020-\$72426, 2021 - \$108,717, 2022-\$144852, 2023-\$217434, and 2024-\$217434.

Mayor Anderberg and CAO attended a meeting of the regional communities of Fort MacLeod, Claresholm, Nanton, M.D. of Willow Creek and the M.D. of Pincher Creek with the MLA Roger Reid and Marlin Degrand, Law Enforcement and Oversight Branch from the Justice and Solicitor General's Department.

Various concerns were raised regarding the lack of communication and timing of the proposed provincial funding demands, lack of departmental staffing contingent in every municipality, lack of review and or planning by the Province for the need and use of additional funding, etc.

Marlin Degrand advised that there are 1600 police positions presently staffed in Alberta, and in fact there are more staff on record than there are positions. However, many municipalities have experienced staff shortages for an extended period of time. Individual shortages are the result of illness, short and long term disability leaves, maternity and or paternity leaves, vacation time, etc. All attendees questioned whether the need for an additional 300 recruits and the associated funding would be required if every municipality had the present contingency manned appropriately.

Although we have been advised that we will not receive an invoice for Police Funding until January 2021, it will be effective for the period beginning April 2020.

Municipalities under 5000 were asked to submit concerns and questions in October , 2019. The email response from the CAO will be provided for your information. In addition to the items mentioned, I believe that we have a concern with the speed and lack of transparency in how this funding proposal has been presented by AUMA to it's members.

I feel that the smaller rural municipalities concerns have not been adequately addressed, and that we were advised on several occasions that the police funding was being reviewed but no decisions had been made. That was the message that we received at the conference in September and with various emails, however we received the attached email on December 5, 2019 advising that the charges listed would be effective as of the spring of 2020. Most municipalities had already presented and passed their 2020, 2021 and 2022 operating budgets early in December.

ALTERNATIVES:

That Council for the Town of Pincher Creek receive the information provided regarding the upcoming five year police funding charges applicable to the Town of Pincher Creek.

That Council for the Town of Pincher Creek request to meet directly with a representative of the Justice and Solicitor General department to share the Town's concerns.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

A review of the enforcement services for the Town of Pincher Creek may be considered.

FINANCIAL IMPLICATIONS:

The additional police funding charges represent a 1.5% tax increase in 2020 to a 5% increase in 2023/24.

PUBLIC RELATIONS IMPLICATIONS:

Residents of Pincher Creek will understand the need for additional police funding if the Province has done a review of the present staffing models, ensuring that the additional funding will help to enforce and prevent local and rural crime and not be spent on providing services elsewhere in the province while leaving the local detachment short handed.

ATTACHMENTS:

None at this time.

CONCLUSION/SUMMARY:

Administration supports that Council send a letter of concerns and explaining the particulars of the Pincher Creek detachment facility, etc.

Signatures:

Department Head:

Wendy Catonio

CAO:

Lannie Wilgosh

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Memorandum of Understanding - RCMP and the Town	
PRESENTED BY: Gus Kollee, Legislative Service Manager	DATE OF MEETING: 1/13/2020

PURPOSE:

To provide Council for the Town of Pincher Creek with the renewal of the Memorandum of Understanding (MOU) with the RCMP Pincher Creek Detachment considering that the MOU expired September 24, 2012.

RECOMMENDATION:

That Council for the Town of Pincher Creek approve and authorize entering into a Memorandum of Understanding with the RCMP "K" Division Dated January 1, 2020, ending December 31, 2024 and a copy of which be attached hereto and form part of the minutes.

BACKGROUND/HISTORY:

During the August 21, 2019 Peace Officer Program Review, conducted by the Law Enforcement and Oversight Branch, it was noted that the Memorandum of Understanding (MOU) between the RCMP and the Town expired September 24, 2012.

As explained in the Alberta Solicitor General and Public Security bulletin of June 23, 2007 all authorized employers of Peace Officers are required to enter into a Memorandum of Understanding with the police service of jurisdiction.

The purpose of the MOU is to satisfy the requirements set out in Section 17(1) of the Peace Officer (Ministerial) Regulation AR 312/2006. Also, to operate in a cooperative environment while providing services to the community. The MOU acknowledges that effective communication between the RCMP and the Peace Officers is an important part of service delivery.

On September 24, 2007 Council agreed to enter into a Memorandum of Understanding with the RCMP (Motion 07-310).

Administration and the Peace Officers reviewed the Memorandum of Understanding and support the renewal.

ALTERNATIVES:

1.) That Town Council direct administration to bring back the Memorandum of Understanding with the RCMP including additional information to the next Town Council meeting.

2.) That Council for the Town of Pincher Creek receive the Memorandum of Understanding with the RCMP dated December 2019 as information.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

The Memorandum of Understanding (MOU) is a requirement set out in Section 17(1) of the Peace Officer (Ministerial) Regulation AR 312/2006. Also, to operate in a cooperative environment while providing services to the community. The MOU acknowledges that effective communication between the RCMP and the Peace Officers is an important part of service delivery.

FINANCIAL IMPLICATIONS:

There are no financial obligation associated with the Memorandum of Understanding with the RCMP.

PUBLIC RELATIONS IMPLICATIONS:

Joint police services between the Town's Community Peace Officers and the local RCMP is considered an essential community service.

ATTACHMENTS:

Pincher Creek CPO MOU 20191212 - 329

CONCLUSION/SUMMARY:

Administration supports the Town Council approve and authorize entering into a Memorandum of Understanding with the RCMP "K" Division.

Signatures:

Department Head:

August Kollce

CAO:

Laurie Wilgosh

MEMORANDUM OF UNDERSTANDING

THIS ARRANGEMENT, made in duplicate as of the 12th day of December, 2019

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE,
Recognized as the Provincial Police Service of Alberta,
with primary responsibility for provincial policing and municipal policing in areas
under contract with the RCMP, through the Government of Canada,
(hereinafter called "the RCMP")

AND

THE TOWN OF PINCHER CREEK
A municipal corporation or governing entity
in the Province of Alberta
(hereinafter called "the Town")

WHO ARE

Hereinafter collectively referred to as "the Participants"

BACKGROUND

WHEREAS in accordance with section 17(1) of the *Peace Officer (Ministerial) Regulation*, employers of Peace Officers in the Province of Alberta must enter into a Memorandum of Understanding (MOU) with the police service of jurisdiction in order for the services of a Peace Officer to be carried out in accordance with the said Regulation;

WHEREAS the Town is an employer of Peace Officers and as such is required to enter into a MOU with the police of jurisdiction as approved by the Minister; and,

WHEREAS the RCMP acknowledges the requirements as stated in the Peace Officer (Ministerial) Regulation, the RCMP is the police service of jurisdiction for the Town, and the Commanding Officer of the RCMP "K" Division is the person with such authority to sign such an MOU.

THEREFORE, be it resolved that the Participants intend as follows:

1. DEFINITIONS:

- a) "Act" means the *Peace Officer Act* of Alberta (proclaimed May 1, 2007, and includes its regulations).
- b) "Liaison Officer" means the RCMP representative and the Town Peace Officer representative designated under section 17(2)(c)(i) of the Regulation.
- c) "Minister" or "Responsible Minister" means the Alberta Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act.
- d) "MOU" means this Memorandum of Understanding.
- e) "Peace Officer" means a person employed or engaged by the Town and referred to in section 7(1) of *the Act*, or any other person appointed as a Peace Officer under another enactment who is designated by the Regulations as a Peace Officer to whom all or part of this Act and the regulations apply.
- f) "Police Service" means a police service as defined in the *Police Act*.
- g) "PROS" means Police Reporting and Occurrence System, the RCMP's electronic file management system.
- h) "Regulation" means the Alberta Peace Officer (Ministerial) Regulation, Alta Reg 312/2006.

2. PURPOSE AND SCOPE:

- 2.1 The purpose of this MOU is to satisfy the requirements set out in section 17(1) of Regulation.
- 2.2 The scope of this MOU is to establish the terms of the arrangement between the Participants and pertaining to community Peace Officer(s).
- 2.3 It is the intention of the Participants to operate in a cooperative environment while providing services to the community. It is acknowledged that effective and

interoperable communication between Participants is an important part of service delivery.

- 2.4 Nothing contained in this MOU implies or suggests a relationship of employment exists between the RCMP and the Town's Peace Officer(s). The Peace Officer(s) are completely independent from the RCMP and its operations.
- 2.5 This MOU does not form a contractually binding agreement and the Participants acknowledge their mutual intention to resolve all matters arising from this MOU in accordance with Article 12.1 of this MOU.

3. THE RCMP INTENDS TO:

- 3.1 Upon the Town or their Peace Officer(s) requesting radio interoperability with the local RCMP, the local RCMP intends to meet with the Town or their Peace Officer(s) to discuss opportunities that will allow communication between the RCMP and the Peace Officer(s).
- 3.2 In the event that the Town or their Peace Officer(s) come to the RCMP with information on a case where it is suspected that officer safety is a concern, the RCMP will share information where it is verified that officer's safety is in jeopardy. The release of this information will be consistent with RCMP Policy, Treasury Board Guidelines, the Province of Alberta and Government of Canada privacy laws, as well as in accordance with existing PROS Policy.

4. THE TOWN INTENDS TO:

- 4.1 In accordance with section 17 of the Regulation, the Town is responsible for providing any written notice to the Minister as set out in the Regulation and for ensuring a copy of this MOU is provided to the Minister.
- 4.2 In accordance with section 5(3) of the Act, the Town is an authorized employer with authority to engage services of Peace Officer(s).
- 4.3 The Town is solely responsible for ensuring that adequate training, direct administrative supervision, and operational supervision are provided for their Peace Officer(s).
- 4.4 The Town is responsible for the purchase, maintenance and replacement of authorized equipment, vehicles, uniforms and any other items issued to a Peace Officer and required under the Act or necessary for that Peace Officer to carry out the full scope of their authority, as well as ensuring it conforms to the standards as set forth in the Act or its Regulations.

- 4.5 Where the Town elects to maintain their own radio communication frequencies and desires interoperable radio communications with the RCMP, the Town intends to support the RCMP application to Innovation, Science and Economic Development Canada to obtain a license to permit access to Peace officer(s) designated radio frequency(ies).
- 4.6 The Town is solely responsible for its obligations under section 15.1 of the Act as it relates to the investigation of complaints against Peace Officers under the Town's employment.
- 4.7 On request from the RCMP, within fourteen (14) days, the Town intends to provide the RCMP with a written copy of the appointment, alteration, or enhancement to any existing appointment of any Peace Officer in their employ. Should a Peace Officer in the Town's employ cease to be employed or engaged by the Town in the role of a Peace Officer or have their Peace Officer appointment cancelled or suspended, without the request of the RCMP, the Town intends to provide written notice of such change to the RCMP immediately and not later than twenty-four (24) hours after the change in status has occurred.

5. COMMUNICATION:

- 5.1 Each Participant has designated a representative who is tasked with being the local Liaison Officer and responsible for facilitating the delivery of effective communication between the Participants.
- 5.2 The local Liaison Officers are as follows:

For the RCMP:	For the Town Peace Officer(s):
Detachment Commander Pincher Creek Detachment 1369 Hunter Street P.O. Box 1118 Pincher Creek, AB T0K 1W0 Telephone: (403) 627-6010	Chief Administrative Officer Pincher Creek Town Office 962 St. John Avenue P.O. Box 159 Pincher Creek, AB T0K 1W0 Telephone: (403) 627-3156

- 5.3 The local Liaison Officers will meet not less than quarterly and at a mutually acceptable time and location. The purpose of the Liaison Officers' meetings is to discuss any points of coordinated efforts, common service delivery and to ensure open communication channels are present amongst Participants.

- 5.4 Where the Town desires interoperable radio communications with the RCMP, the Participants will establish and maintain a means of radio communication between the Peace Officer(s) and the RCMP jurisdiction in which the Peace Officer(s) serve, in a mutually acceptable manner that ensures adequate communication exists, in regards to the authorized scope and duties of the Peace Officer(s) and Peace Officer radio system.

6. INFORMATION SHARING:

- 6.1 It is the intention of the Participants to share or disclose only that information which is necessary for court disclosure, or administrative penalties and enforcement orders and in the interests of providing for a coordinated and effective level of service to the community for the purposes of the authorities, duties and responsibilities set forth in the Act.
- 6.2 Secondary non-police or dissemination of any information initially lawfully disclosed to a Peace Officer, contrary to provincial or federal privacy act legislation or regulations is strictly prohibited.
- 6.3 The RCMP, through any Detachment Commander, may provide information from PROS to the Town's Peace Officer(s) where it is consistent with RCMP policy, any Memoranda of Understanding currently in existence or which may be mutually accepted in future, Treasury Board guidelines, the Province of Alberta and Government of Canada Privacy laws, and the duties and authorization of the Peace Officer.
- 6.4 Notwithstanding Article 6.3, any information that is placed into a Special Project PROS file or identified with a higher restriction level will not be shared or disseminated without the express consent of the originating investigator/unit and/or agency.
- 6.5 Neither Participant will retain any PROS information, other than their own, in any other automated or manual information storage system without the prior knowledge and consent of the originating agency.
- 6.6 The information disclosed under this MOU will be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines. In the case of the RCMP, this includes the *Privacy Act*, the *National Archives of Canada Act* and Government Security Policy. In the case of the Town's Peace Officer(s), it means all the applicable laws regarding the administration, maintenance, and disposal of information within the Province of Alberta and policies applicable to the Peace Officer(s).

6.7 Each Participant intends to:

- a. Treat information received from the other Participant in confidence and take all reasonable measures to preserve its confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure;
- b. Mark the information provided with the appropriate security classification. In the case of the RCMP, this means (Protected A, Protected B, Protected C) or classified (Unclassified, Confidential, Secret, Top Secret); In the case of the Town's Peace Officer(s), this means an equivalent security classification mutually accepted and understood by the Participants to this MOU;
- c. Treat information received from the other Participant in accordance with the security markings on it and to undertake to provide equivalent protection to it while it is in the receiving Participant's possession;
- d. Attach terms, conditions, or caveats to the information supplied, as the supplying party deems appropriate;
- e. Abide by all caveats, conditions or terms attached to the information;
- f. Maintain appropriate records concerning the transmission and receipt of information exchanged;
- g. Not disseminate the information to any third party without the prior written consent of the supplying Participant except as required by law;
- h. Limit access to the information to those of its employees whose duties require such access, who are legally bound to keep confidences and who have the appropriate security clearance; and,
- i. Comply with the provisions governing the use, disclosure, and retention of records in the *Youth Criminal Justice Act* S.C. 2002.

7. INFORMATION MANAGEMENT:

7.1 Each Participant intends to:

- a. Promptly notify the other Participant of any unauthorized use or disclosure of the information exchanged under this MOU and will furnish the other Participant with details of such unauthorized use or disclosure. In the event of such an occurrence the Participant responsible for the safeguarding of the information will take all reasonably necessary steps to prevent a re-occurrence;

- b. Immediately notify the other Participant if either receives a request under the *Privacy Act*, the *Access to Information Act* or other lawful authority, for information provided under this MOU. If requested, the Participant will endeavor to protect the information from disclosure to the extent permitted by law; and,
- c. Return any information that should not have been provided to it by the other Participant.

8. ACCURACY OF INFORMATION:

8.1 Each Participant intends to:

- a. Use its best efforts to verify the accuracy and completeness of the information provided to the other Participant; and,
- b. Promptly notify the other Participant if it learns that inaccurate or potentially unreliable information may have been provided or received and take all reasonable remedial steps.

9. FINANCIAL ARRANGEMENTS:

9.1 No financial obligations on behalf of one Participant toward the other are intended to arise from this MOU.

10. LIABILITY:

10.1 Each Participant will be responsible for the actions, omissions or damages caused by the conduct of their employees or agents, carrying out their duties and acting within the scope of their authority.

11. DEPARTMENTAL REPRESENTATIVES:

11.1 The following officials are designated as the departmental representatives for purposes of this MOU and any notices required under this MOU will be delivered as follows:

For the RCMP:	For the Town:
District Commander Southern Alberta District #200, 2 Highland Park Way NE Airdrie, AB T4A 0R1	Chief Administrative Officer Pincher Creek Town Office 962 St. John Avenue P.O. Box 159 Pincher Creek, AB T0K 1W0

12. DISPUTE RESOLUTION:

- 12.1 In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the Liaison Officers set out in Article 5.2 of this MOU, who will use their best efforts to resolve the matter amicably. If such negotiation fails, the Participants intend to refer the matter to the departmental representatives in Article 11.1 as noted above for final resolution.

13. MONITORING:

- 13.1 The department representatives in Article 11.1 will meet annually and as required to review and assess the operation and effectiveness of this MOU and any one of the Participants may call such a meeting to be held no later than seven (7) days after the date upon which either of the Participants makes this desire known.

14. TERMINATION AND TERM:

- 14.1 This MOU may be terminated by either Participant upon ninety (90) days written notice to each Participant and notice to the responsible Minister for the Province of Alberta. Termination does not release a Participant from any obligations which accrued while the MOU was in force.
- 14.2 This MOU will commence on the 1st day of January, 2020, and will expire on the 31st day of December, 2024.

15. AMENDMENT TO THE MOU

- 15.1 This MOU may only be amended by the written consent of the Participants to the MOU and where so amended, notification specifying what has been altered to the content of this MOU will be forwarded immediately to the Minister by the Town.

SIGNED BY the authorized officers of the Participants:

For the Town:

Don Anderberg
Mayor
Town of Pincher Creek

Date: _____

Laurie Wilgosh
Chief Administrative Officer
Town of Pincher Creek

Date: _____

For the RCMP:

C. M. (Curtis) Zablocki, M.O.M.
Deputy Commissioner
Commanding Officer "K" Division

Date: _____



**Town of Pincher Creek
COUNCIL DISTRIBUTION LIST
January 13, 2020**

<u>Item No.</u>	<u>Date</u>	<u>Received From</u>	<u>Information</u>
1.	January 6, 2020	Travel Alberta	January Connections: Be a part of the 10-Year Tourism Strategy
2.	January 6, 2020	Rotary Club of Pincher Creek	Co-Housing Apple Tree Project
3.	January 9, 2020	North American Clean Energy	North American Clean Energy -- Wind News -- Vol 12; Issue 1
4.	January 9, 2020	Jessica McClelland, M.D. of Pincher Creek No. 9	Letter
5.	January 6, 2020	Roger Reid, MLA Livingstone McLeod	Christmas greetings