



**REGULAR MEETING OF COUNCIL
Held on Monday January 13, 2020 in the
Town Hall Council Chambers, commencing at 6:00 p.m.**

IN ATTENDANCE:

Mayor: D. Anderberg

Councillors: S. O'Rourke, L. Jackson, M. Barber
S. Korbett and W. Elliott

Absent with Regrets: B. McGillivray

Staff: L. Wilgosh, Chief Administrative Officer;
L. Rideout, Director of Community Services
and L. Goss, Administrative Manager

1. CALL TO ORDER

Mayor Anderberg called the meeting to order at 6:02 pm.

2. SCHEDULED PUBLIC HEARING

**3. AGENDA APPROVAL
JACKSON:**

That Council for the Town of Pincher Creek approves the January 13, 2020 agenda as amended, the amendment being the addition of item 8.2 Federation of Canadian Municipalities Conference.

CARRIED 20-022

4. DELEGATIONS

4.1 Community Mental Health Learning Immersion – Ola Crook

Ola Crook attended the meeting representing the Pincher Creek Community Early Childhood Coalition to invite Council and staff to a Community Mental Health Learning Immersion on February 6 and 7, 2020 at the Heritage Inn.

4. ADOPTION OF MINUTES

6. BUSINESS ARISING FROM THE MINUTES

6.1 Police Funding Model Update

KORBETT:

That Council for the Town of Pincher Creek direct administration to prepare a letter for Council approval outlining Council's concerns with the proposed Police Funding model as discussed to Honorable 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.

CARRIED 20-023

L. Rideout joined the meeting at 6:30 pm.

7. BYLAWS

Handwritten initials in blue ink, appearing to be "D" and "A" for D. Anderberg.

8. NEW BUSINESS

8.1 Memorandum of Understanding – RCMP and the Town of Pincher Creek ELLIOTT:

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.

CARRIED 20-024

8.2 Federation of Canadian Municipalities Conference

KORBETT:

That Council for the Town of Pincher Creek receive the information regarding the 2020 Federation of Canadian Municipalities Conference as presented.

CARRIED 20-025

9. COUNCIL REPORTS:

ELLIOTT	January 8	Regular Council
O'ROURKE	January 8	Regular Council
JACKSON	January 8	Regular Council
KORBETT	January 8 January 8	Regular Council Alberta SouthWest
BARBER	January 8	Regular Council

Mayor's Report

ANDERBERG	January 8	Regular Council
	January 8	RCMP Funding
	January 9	Oldman River Regional Services Commission Executive

BARBER:

That Council for the Town of Pincher Creek accepts the Mayor and Council Reports for January 13, 2020 as information.

CARRIED 20-026

10. ADMINISTRATION

10.1 Council Information Distribution List

BARBER:

That Council for the Town of Pincher Creek accept the January 13, 2020 Council Information Distribution List as information.

CARRIED 20-027

Mayor Anderberg called a recess at 6:48 pm.

Mayor Anderberg called the meeting back to order at 6:56 pm.

11. CLOSED MEETING DISCUSSION

O'ROURKE:

That Council for the Town of Pincher Creek agree to move to a closed session of Council on Monday January 13, 2020 at 6:56 pm in accordance with section 16 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Director of Community Services and Administrative Manager in attendance.

CARRIED 20-028

O'ROURKE:

That Council for the Town of Pincher Creek agree to move out of a closed session of Council on Monday, January 13, 2020 at 8:12 pm.

CARRIED 20-029

11.1 Encroachment Agreement Roll #1070000 and Roll #1135000 – FOIP s. 16

BARBER:

That Council for the Town of Pincher Creek authorize and approve an encroachment agreement for Plan 9912781, Block 8, Lots 5 and 6 granting a light standard and a Sign onto the public right-of-way as shown in the attached Real Property Report dated December 6, 2019 and all cost associated to prepare and register the agreement be borne by the property owner(s) of Roll #1070000 and Roll #1135000 respectively.

CARRIED 20-030

11.2 Pincher Creek Transportation Brokerage Proposal – FOIP s. 16

KORBETT:

That Council for the Town of Pincher Creek defer the Pincher Creek Transportation Brokerage Proposal to the January 27, 2020 regular meeting of Council pending further information from administration.

CARRIED 20-031

11.3 Natural Resources Conservation Board Application LA19026 – FOIP s. 16

JACKSON:

That Council for the Town of Pincher Creek direct administration to send a letter to the Natural Resources Conservation Board, prior to the January 31, 2020 response deadline outlining the Town's concerns of odor control and how the applicant intends to mitigate this concern, and in addition the manure management plan including protection of the local watercourse and potential for run-off and watercourse contamination.

FURTHER

That the Natural Resources Conservation Board be advised that the Town's Master Drainage Plan of 2006 indicates that the North East Catchment Area = 411 ha at a slope of 1.4% draining into the Town's storm water pond system could be affected. And that similar conditions be placed on this application as were on the Hutterien Brethren application.

CARRIED 20-032


12. NOTICE OF MOTION



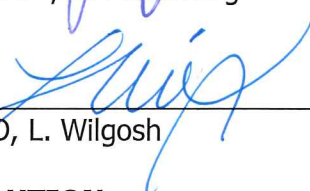
**13. ADJOURNMENT
O'ROURKE:**

That this meeting of Council on January 13, 2020 be hereby adjourned at 8:16 pm.

CARRIED 20-033




MAYOR, D. Anderberg



CAO, L. Wilgosh

**APPROVED BY RESOLUTION
OF THE COUNCIL OF THE
TOWN OF PINCHER CREEK,
THIS 27th DAY OF JANUARY 2020 S E A L**

**NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON MONDAY JANUARY 27, 2020
AT 6:00 P.M.**

Initials 

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,

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.

- 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).

- 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.

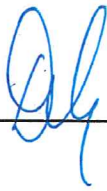
11. DEPARTMENTAL REPRESENTATIVES:

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

SIGNED BY the authorized officers of the Participants:

For the Town:



Don Anderberg
Mayor
Town of Pincher Creek

Date: 14 Jan 2020



Laurie Wilgosh
Chief Administrative Officer
Town of Pincher Creek

Date: Jan. 14, 2020

For the RCMP:

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

Date: _____