

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	October 8, 2019
Originated By:	Leanne Walmsley, Chief Administrative Officer
Title:	New Business – Village of Hines Creek & Clear Hills County Development Officer Services
File:	0701

BACKGROUND/PROPOSAL:

On December 13th, 2011 the Village of Hines Creek and Clear Hills County entered into an agreement to provide Development Officer Services within the Village boundaries as follows:

Section 1: Village Responsibilities

1.1 The Village shall:

- a. Appoint the County Development Officer as a designated officer as per section 624 of the Municipal Government Act.
- b. Retain in confidence all information relating to development matters on private property as per the Freedom of Information and Protection of Privacy Act.
- c. Provide the County designate with a budget for Development Officer Duties performed on behalf of the Village.
- d. Pay the County for services rendered and invoiced for under this agreement, as per section 2.12.e.
- e. Invoice and collect Development related fees and charges within the village as per Village Policies and Bylaws.

Section 2: County Responsibilities

2.1. The County shall:

- a. Provide the Village with a report on the activities conducted under this agreement monthly.
- b. Provide the Village with copies of all correspondence relating to development activity within the Village boundaries.
- c. Invoice the Village on a monthly basis for services delivered under this agreement as follows:
 - i. \$60.00 per hour, inclusive of round trip travel time and mileage between the county office and Village when travel to the Village is required.
 - ii. Information included on the invoices will be dates, hours, location of work, and development activity the Development Officer was providing for the Village of Hines Creek.

Section 3: Duration, Review and Termination

3.2. This Agreement shall remain in force until termination by either party giving 30 days written notice to the other party of the intention to terminate the Agreement.

See Agreement in whole attached dated December 13th, 2011.

Attached is written Notice of Termination of Development Officer Services dated September 16, 2019.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

2011-2019 a total of 30 Development Permits have been brought before the Development Authority for review.

A Clerk cannot be a Development Officer.

COSTS/SOURCE OF FUNDING (if applicable)

Costs Associated with Development officer from 2011-2019

Cheque #20120240	Jan-July 2012	\$ 720.00	
Cheque #20120377	May-June, 2012	\$1,110.00	
Cheque #20120455	July, 2012	\$ 900.00	
Cheque #20120586	August, 2012	\$1,110.00	
Cheque #20120586	September, 2012	\$1,020.00	
Cheque \$20130082	October, 2012	<u>\$ 630.00</u>	
Total 2012			\$5,490.00

Cheque #20130163	January, 2013	\$1,530.00	
Cheque #20130215	February & March, 2013	\$1,050.00	
Cheque #20130412	(Sept date of cheque)	\$2,160.00	
Cheque #20130598	(Dec date of cheque)	<u>\$ 855.00</u>	
Total 2013			\$5,595.00

No cheques were written for Development Officer Services between December 2014 and October 2016.

Cheque #20160544	(October date of cheque)	<u>\$1,320.00</u>	
Total 2016			\$1,320.00

Cheque # 201700321	(June date of cheque)	\$ 660.00	
Cheque #201700321	(Nov date of cheque)	<u>\$ 840.00</u>	
Total 2017			\$1,500.00

Cheque #20180062	(January date of cheque)	\$ 240.00	
Cheque #20180620	(Nov date of cheque)	<u>\$1,230.00</u>	

Total 2018

\$1,470.00

We have not received an invoice for Development Officer Services for 2019 to date.

Total Amount invoiced under Joint Use Contract to date is

\$15,375.00

RECOMMENDED ACTION:

That Council appoints Chief Administrative Officer Walmsley as the Development Officer effective October 8th, 2019 for the Village of Hines Creek.

Initials show support- Reviewed by:

Manager:

C.A.O.

Division 2 Land Use Policies

Land use policies

622(1) Every statutory plan, land use bylaw and action undertaken pursuant to this Part by a municipality, municipal planning commission, subdivision authority, development authority or subdivision and development appeal board or the Municipal Government Board must be consistent with the land use policies established under subsection (2) and any former land use policy.

(2) The Lieutenant Governor in Council, on the recommendation of the Minister, may by regulation establish land use policies and rescind former land use policies.

(3) If there is a conflict between a land use policy established under subsection (2) and an ALSA regional plan, the ALSA regional plan prevails.

(4) Former land use policies do not apply in any planning region within the meaning of the *Alberta Land Stewardship Act* in respect of which there is an ALSA regional plan.

(5) In this section, “former land use policy” means a land use policy that was established under section 622 as it read before the coming into force of this subsection and that has not been rescinded under subsection (2).

RSA 2000 cM-26 s622;2009 cA-26.8 s83;2016 c24 s93

Division 3 Planning Authorities

Subdivision authority

623(1) A council must by bylaw provide for a subdivision authority to exercise subdivision powers and duties on behalf of the municipality.

(2) A subdivision authority may include one or more of the following:

- (a) any or all members of council;
- (b) a designated officer;
- (c) a municipal planning commission;
- (d) any other person or organization.

1995 c24 s95

Development authority

624(1) Subject to section 641, a council must by bylaw provide for a development authority to exercise development powers and perform duties on behalf of the municipality.

(2) A development authority may include one or more of the following:

- (a) a designated officer;
- (b) a municipal planning commission;
- (c) any other person or organization.

1995 c24 s95

Intermunicipal service agency

625 A council may by bylaw authorize the municipality to enter into an agreement

- (a) with a regional services commission, or
- (b) with one or more municipalities to establish an intermunicipal service agency

to which the municipality may delegate any of its subdivision authority or development authority powers, duties or functions.

1995 c24 s95

Municipal planning commission

626(1) A council may by bylaw establish a municipal planning commission and may by bylaw authorize the municipality to enter into an agreement with one or more municipalities to establish an intermunicipal planning commission.

(2) An intermunicipal planning commission is deemed to be a municipal planning commission for the purposes of this Part.

(3) If an intermunicipal planning commission or a municipal planning commission is established, the bylaw or agreement establishing it must

- (a) provide for the applicable matters described in section 145(b),
- (b) prescribe the functions and duties of the commission, including but not limited to subdivision and development powers and duties, and
- (c) in the case of an intermunicipal planning commission, provide for its dissolution.

1995 c24 s95

Appeal board established

627(1) A council must by bylaw

- (a) establish a subdivision and development appeal board, or
- (b) authorize the municipality to enter into an agreement with one or more municipalities to establish an intermunicipal subdivision and development appeal board,

or both.

(2) An intermunicipal subdivision and development appeal board is a subdivision and development appeal board for the purposes of this Part.

(3) Unless an order of the Minister authorizes otherwise, a panel of a subdivision and development appeal board hearing an appeal must not have more than one councillor as a member.

(4) The following persons may not be appointed as members of a subdivision and development appeal board:

- (a) an employee of the municipality;
- (b) a person who carries out subdivision or development powers, duties and functions on behalf of the municipality;
- (c) a member of a municipal planning commission.

RSA 2000 cM-26 s627;2016 c24 s94

Clerks

627.1(1) A council that establishes a subdivision and development appeal board must appoint, and a council that authorizes the establishment of a subdivision and development appeal board must authorize the appointment of, one or more clerks of the subdivision and development appeal board.

(2) If the subdivision and development appeal board is an intermunicipal subdivision and development appeal board, the councils that authorize its establishment must appoint one or more clerks.

(3) A clerk appointed under this section must be a designated officer and may be a person who holds an appointment as a clerk under section 456.

(4) No designated officer is eligible for appointment under this section unless that designated officer has successfully completed a training program in accordance with the regulations made under section 627.3(a).

(5) No subdivision authority or development authority is eligible for appointment under this section.

2015 c8 s61;2017 c13 s3

Qualifications

627.2 A member of a subdivision and development appeal board may not participate in a hearing of the subdivision and development appeal board unless the member is qualified to do so in accordance with the regulations made under section 627.3(b).

2015 c8 s61

Regulations

627.3 The Minister may make regulations

- (a) respecting training programs for the purposes of section 627.1(4);
- (b) respecting qualifications for the purposes of section 627.2.

2015 c8 s61

Appeal board established

628(1) A bylaw or agreement under section 627 must

- (a) provide for the applicable matters described in section 145(b), and
 - (b) prescribe the functions and duties of the subdivision and development appeal board.
- (2) A bylaw or agreement under section 627 may provide
- (a) for the members of the subdivision and development appeal board to meet in panels,
 - (b) for 2 or more panels to meet simultaneously,
 - (c) that the panels have any or all the powers, duties and responsibilities of the subdivision and development appeal board, and
 - (d) that a decision of a panel is a decision of the subdivision and development appeal board.

RSA 2000 cM-26 s628;2016 c24 s95

Immunity

628.1(1) The members of a subdivision and development appeal board are not personally liable for anything done or omitted to be done in good faith in the exercise or purported exercise of a power, duty or function under this Part.

(2) No member of a subdivision and development appeal board is liable for costs by reason of or in respect of an application for permission to appeal or an appeal under this Part.

2016 c24 s96

Appeal board evidence

629 A subdivision and development appeal board

- (a) may, while carrying out its powers, duties and responsibilities, accept any oral or written evidence that it considers proper, whether admissible in a court of law or not, and is not bound by the laws of evidence applicable to judicial proceedings, and
- (b) must make and keep a record of its proceedings, which may be in the form of a summary of the evidence presented at a hearing.

1995 c24 s95

Signature evidence

630(1) An order, decision, approval, notice or other thing made or given by a subdivision authority, development authority or subdivision and development appeal board may be signed on its behalf by a designated officer.

(2) An order, decision, approval, notice or other thing purporting to be signed by a designated officer pursuant to subsection (1) may be admitted in evidence as proof

- (a) of the order, decision, approval, notice or other thing, and
- (b) that the designated officer signing it was authorized to do so,

without proof of the signature or of the designation.

1995 c24 s95

Fees

630.1 A council may establish and charge fees for matters under this Part.

1996 c30 s55

Compliance with ALSA regional plans

630.2 A subdivision authority, a development authority, an entity to which authority is delegated under section 625, a municipal planning commission and a subdivision and development appeal board must each carry out its functions and exercise its jurisdiction in accordance with any applicable ALSA regional plan.

2009 cA-26.8 s83

Division 4 Statutory Plans

Intermunicipal Development Plans

Intermunicipal development plans

631(1) Two or more councils of municipalities that have common boundaries that are not members of a growth region as defined in section 708.01 must, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

(1.1) Despite subsection (1), the Minister may, by order, exempt one or more councils from the requirement to adopt an intermunicipal development plan, and the order may contain any terms and conditions that the Minister considers necessary.

(1.2) Two or more councils of municipalities that are not otherwise required to adopt an intermunicipal development plan under subsection (1) may, by each passing a bylaw in accordance with this Part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

(2) An intermunicipal development plan

- (a) must address
 - (i) the future land use within the area,
 - (ii) the manner of and the proposals for future development in the area,
 - (iii) the provision of transportation systems for the area, either generally or specifically,
 - (iv) the co-ordination of intermunicipal programs relating to the physical, social and economic development of the area,
 - (v) environmental matters within the area, either generally or specifically, and
 - (vi) any other matter related to the physical, social or economic development of the area that the councils consider necessary,

and

Memorandum of Agreement

Between: Village of Hines Creek
Box 421
Hines Creek, AB
T0H 2A0
(hereinafter referred to as the "Village")
of the First Part

and

Clear Hills County
Box 240
Worsley, AB
T0H 3W0
(hereinafter referred to as the "County")
of the Second Part

WHEREAS the Village is desirous to have the County Development Officer exercise development powers and perform duties on behalf of the Village as a designated officer as per Part 17 the Municipal Government Act

THEREFORE the Village and County have entered into an agreement to provide Development Officer services within the Village boundaries as follows:

Section 1: Village Responsibilities

1.1 The Village shall:

- a. Appoint the County Development Officer as a designated officer as per section 624 of the Municipal Government Act;
- b. Retain in confidence all information relating to development matters on private property as per the Freedom of Information and Protection of Privacy Act.
- c. Provide the County designate with a budget for Development Officer duties performed on behalf of the Village.
- d. Pay the County for services rendered and invoiced for under this agreement, as per section 2.1.e
- e. Invoice and collect Development related fees and charges within the Village as per Village Policies and Bylaws.

Section 2: County Responsibilities

2.1 The County shall:

- a. Provide the Village with a report on the activities conducted under this agreement monthly.

- b. Provide the Village with copies of all correspondence relating to development activity within the Village boundaries.
- c. Invoice the Village on a monthly basis for services delivered under this agreement as follows:
 - i. \$60.00 per hour, inclusive of round trip travel time and mileage between the county office and Village when travel to the Village is required.
 - ii. Information included on the invoice will be dates, hours, location of work, and development activity the Development Officer was providing for the Village of Hines Creek.

Section 3: Duration, Review and Termination

- 3.1 It is mutually agreed that the terms and conditions of this Agreement shall be effective from the date this Agreement is made, as stated above.
- 3.2 This Agreement shall remain in force until terminated by either party giving 30 days written notice to the other party of the intention to terminate the Agreement.
- 3.3 It is mutually agreed that both parties will review the terms and conditions of this Agreement annually and provide recommendations for amendments, additions or deletions, as required.

SECTION 4: Arbitration

- 4.1. In the event of a dispute arising in this Agreement, the parties agree as follows:
 - a. Where a dispute occurs in the performance or interpretation of this Agreement, the party who raises a matter considered in dispute shall notify the other party of the matter in dispute, make recommendations for resolution of the matter in dispute, and state the reasons for any amendments considered necessary to resolve the matter.
 - b. Where a dispute is not satisfactorily resolved under the provisions of section (a) above, either party may refer the matter to arbitration. Arbitration may be commenced by a party providing written notice to the other party stating that a matter in dispute be referred to arbitration, and stating that the matter has not been resolved in a satisfactory manner. The provisions of the *Arbitration Act* of Alberta shall apply to any arbitration undertaken pursuant to this Agreement. The parties agree that pending resolution of any matter in dispute, each of the parties shall continue to perform their respective obligations under this Agreement.

SECTION 5: Notice

- 5.1. For all purposes of or Incidental to this Agreement the addresses for notice shall be deemed to be:

Chief Administrative Officer
Clear Hills County
Box 240
Worsley, AB, T0H 3W0

Chief Administrative Officer
Village of Hines Creek
Box 421
Hines Creek, AB, T0H 2A0

SECTION 6: General

- 6.1 This Agreement shall be governed, construed and controlled according to the laws of the Province of Alberta.
- 6.2 This Agreement may be amended by mutual consent of the parties hereto in writing.
- 6.3 This Agreement, together with the Schedules annexed hereto constitutes the whole of the Agreement between the parties and supersedes all prior and simultaneous Agreements, understandings, negotiations and discussions, whether oral or written.
- 6.4 The parties agree that Recitals which commence this Agreement are true in substance and fact and form an integral part of this Agreement.
- 6.5 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires. The provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.
- 6.6 This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.


SECTION 7: Representations and Warranties

- 7.1. The parties hereto hereby represent and warrant that each of them is authorized and has the full power to enter into this Agreement and to bind the other to the terms of this Agreement.

In Witness Whereof the parties hereto have affixed their signatures and/or

corporate seals this 13th day of December 2011.

Clear Hills County

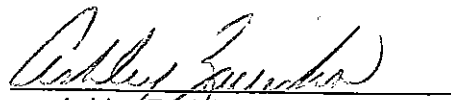


Charlie Johnson, REEVE



Allan Rowe, CAO

Village of Hines Creek



Ashley Zavisha, Mayor



Lelia Sumner, CAO





CLEAR HILLS COUNTY

File: 61-02-25

September 16, 2019

Village of Hines Creek
Box 421
Hines Creek, AB
T0H 2A0

Attention: Leanne Walmsley
Chief Administrative Officer

Dear Leanne:

RE: Notice of Termination of Development Officer Services Agreement

As per the conditions of the Development Officer Services agreement this letter is notice of the County's intent to terminate this agreement effective October 31, 2019. This exceeds the minimum 30 days' notice requirement set out in the agreement, and hopefully allows you to prepare for alternate delivery of this service by the termination date.

As soon as possible, and no later than November 8, 2019 the County will return to the Village any copies of documents and information (in hardcopy and/or digital format) that is in the County's possession as a result of providing the services set out in this agreement.

If you have any questions or to discuss this further I can be reached at 780-685-3925.

Sincerely,

Allan Rowe
Chief Administrative Officer
/alb