



## Regular Council Meeting Agenda

April 8, 2019, 9:00 AM

Council Chambers

4912 - 50 Avenue

Kitscoty Alberta, Canada

Pages

1. CALL TO ORDER
2. OPENING INSPIRATION
3. ADDITIONS TO AGENDA
4. ADOPTION OF AGENDA

**Recommendation:**

THAT the County of Vermilion River approve the April 8, 2019 Regular Council Meeting Agenda as presented.

5. ADOPTION OF MINUTES

**5.a REGULAR COUNCIL MEETING**

**Recommendation:**

THAT the County of Vermilion River approve the March 26, 2019 Regular Council Meeting Minutes as presented.

**5.b POLICY & PRIORITY COMMITTEE MEETING**

**Recommendation:**

THAT the County of Vermilion River approve the April 3, 2019 Policy and Priorities Committee Meeting Minutes as presented.

6. APPOINTMENTS

## **7. BUSINESS ARISING OUT OF PRIOR MEETINGS**

### **7.a PLANNING & DEVELOPMENT SHARING SERVICES AGREEMENT WITH THE VILLAGES OF DEWBERRY, KITSCOTY, MARWAYNE AND PARADISE VALLEY – MOTION REQUIRED**

5

#### **Recommendation:**

THAT the County of Vermilion River approve the Planning & Development Sharing Services Agreement with the Villages of Dewberry, Kitscoty, Marwayne and Paradise Valley at the 3/5 rate as presented.

### **7.b NOVEMBER 7, 2018 SECONDARY REQUEST FOR FUNDING FOR THE VERMILION ICE PLANT REPLACEMENT – MOTION REQUIRED**

22

#### **Recommendation:**

THAT the County of Vermilion River approve the request from the Town of Vermilion to assist in funding the replacement of their ice plant at a cost of \$300,000 with \$50,000 to be funded from the Park Trust Fund and \$250,000 to be funded from Reserves.

#### **Recommendation:**

THAT the County of Vermilion River direct administration to work with the Town of Vermilion to offer financing alternatives for the balance of the costs for the ice plant replacement project.

### **7.c 2019 DIVISION MEETINGS – MOTION REQUIRED**

26

#### **Recommendation:**

THAT the County of Vermilion River approve the scheduling of the 2019 Hamlet and Division Meetings.

## **8. COUNCIL NEW BUSINESS**

### **8.a CHIEF ADMINISTRATIVE OFFICER REPORT**

#### **Recommendation:**

THAT the County of Vermilion River receive the Chief Administrative Officer's Report for information.

### **8.b FINANCE**

**Request for Information**

### **8.c PUBLIC WORKS AND UTILITIES**

**Request for Information**

**8.d NATURAL GAS UTILITY**

**Request for Information**

**8.e AGRICULTURE AND ENVIRONMENT**

**Request for Information**

**8.f PROTECTIVE SERVICES**

**Request for Information**

**8.g PLANNING AND DEVELOPMENT**

**LLOYDMINSTER MEMORANDUM OF UNDERSTANDING –  
MOTION REQUIRED**

**28**

**Recommendation:**

THAT the County of Vermilion River approve the Memorandum of Understanding between the City of Lloydminster and the County of Vermilion River regarding economic opportunities and development of lands within the Inter-municipal Development Plan area as presented.

**Request for Information**

**8.h GENERAL ADMINISTRATION**

**SCHEDULING OF THE APRIL 30, 2019 REGULAR COUNCIL  
MEETING – MOTION REQUIRED**

**30**

**Recommendation:**

THAT the County of Vermilion River approve the rescheduling of the April 30, 2019 Regular Council Meeting as presented.

**Request for Information**

**9. POLICIES**

**9.a RESCIND THE DEVELOPMENT CHARGES POLICY PD 005 –  
MOTION REQUIRED**

**31**

**Recommendation:**

THAT the County of Vermilion River rescind the Development Charges Policy PD 005.

**9.b RESCIND THE STORMWATER MANAGEMENT POLICY PD 009 –  
MOTION REQUIRED**

34

**Recommendation:**

THAT the County of Vermilion River rescind the Stormwater  
Management Policy PD 009.

**10. BYLAWS**

**11. DELEGATIONS / PUBLIC HEARINGS**

**12. DISPOSITION OF DELEGATION BUSINESS**

**13. NOTICES OF MOTION**

**14. COUNCIL REPORTS**

**15. CLOSED SESSION - CONFIDENTIAL**

*FOIP Section 24 (1) - Advice from Officials - Review of Requests for Proposals  
for Executive Recruitment Firms and Annexation*

**16. ADJOURNMENT**

**COMMITTEE MEETING DATE: FEBRUARY 20, 2019**

## **REQUEST FOR DECISION - TO COMMITTEE**

### **SUBJECT**

**PLANNING & DEVELOPMENT SHARING SERVICES AGREEMENT WITH THE VILLAGES OF DEWBERRY, KITSCOTY, MARWAYNE AND PARADISE VALLEY – MOTION REQUIRED**

### **RECOMMENDATION**

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the Planning & Development Sharing Services Agreement with the Villages of Dewberry, Kitscoty, Marwayne and Paradise Valley as presented.

### **DETAILS**

#### **Background:**

To meet the requirements of the updated Municipal Government Act, the County of Vermilion River and the Villages of Villages of Dewberry, Kitscoty, Marwayne and Paradise Valley have been working together since 2 February 2018 in collaboratively developing Inter-municipal Development Plans and Intermunicipal Collaboration Frameworks that fulfill the provincial legislation requirements. As part of this effort, the Councils have adopted a Working Together Agreement and Terms of Reference. Within this scope, in June 2018, the Sharing Services Agreement will allow the Villages to contract County Planning & Development Services through the ACP grant to complete the IDPs and ICFs in time and cost efficient manner in accordance with approved timelines and budget. A draft of the Sharing Services Agreement was circulated for comments in July 2018. This updated version aims to address the main concern of establishing a fair compensation structure for reimbursement of shared services to the County.

**Discussion:** To meet the requirement of the Provincial updates to the Municipal Government Act, municipalities must adopt an Intermunicipal Collaboration Framework and an Intermunicipal Development Plan by 1 April 2020. The project is currently on schedule and within budget.

**Relevant Policy/Legislation Practices:** *Municipal Government Act*



**Desired Outcome (s):** THAT the County of Vermilion River recommend that the County of Vermilion River approve the Planning & Development Sharing Services Agreement with the Villages of Dewberry, Kitscoty, Marwayne and Paradise Valley as presented.

**Response Options:** THAT the County of Vermilion River recommend that the County of Vermilion River approve the Planning & Development Sharing Services Agreement with the Villages of Dewberry, Kitscoty, Marwayne and Paradise Valley as presented.

OR

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the Planning & Development Sharing Services Agreement with the Villages of Dewberry, Kitscoty, Marwayne and Paradise Valley with changes.

## IMPLICATIONS OF RECOMMENDATION

**Organizational:** Notification and orientation to involved personnel and HR.

**Communication Required:** Notification to partner Villages of approval.

**Implementation:** Upon approval, collect signatures from all parties.

## ATTACHMENTS

1. 2019-01-22\_Villages-County\_PLANNING SERVICES SHARING AGREEMENT.pdf

PREPARED BY: Bernice Gonzalez

DATE: January 30, 2019



# PLANNING & DEVELOPMENT SERVICES AGREEMENT

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This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018,

Between:

County of Vermilion River  
(the "County")

-AND-

Villages of Kitscoty, Marwayne,  
Dewberry and Paradise Valley  
(collectively the "Villages")

## PLANNING & DEVELOPMENT SERVICES SHARING AGREEMENT

### **WHEREAS:**

The County is cognizant and recognizes that:

1. Ensuring vibrant, healthy & resilient communities for their residents is a desire and part of the County's strategic plan
2. Effective collaboration between municipalities enhances certainty and predictability for economic development, and promotes public confidence and sound planning and reliable provision of services; and
3. Public policy issues are complex and thus require planning & development services at a Professional Level.

The Villages of Kitscoty, Marwayne, Dewberry, and Paradise Valley desire to obtain Planning & Development Services for their municipality's to assist them during the development of Intermunicipal Development Plans (IDPs) and Intermunicipal Collaboration Frameworks (ICFs); and

The County and the Villages desire to share the County's Planning & Development Services to assist the Villages in a shared capacity to develop in-house components jointly with the Villages' administrations. This capacity building exchange is aimed at elevating the capacity of the municipalities to undertake similar projects in the future.

County and Villages have agreed that it is in their mutual best interests to minimize expenses and to carry out their purposes in an economical and efficient manner, including the sharing of employees whose skills and knowledge will assist both municipalities and the sharing of facilities and equipment; and

The Villages agree to compensate the County for the Planning & Development Services in accordance with the provisions of this Agreement;

### **Therefore:**

**THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and other good and valuable consideration herein contained,**

**Deleted:** in the development of IDPs and ICFs, t

**Deleted:** Planning &

**Deleted:** and

**Deleted:** The Planning & Development Services provided by the County will be coordinated through the Director of Planning & Development, who will **coordinate** planning & development staff and other County departments, Government agencies, and adjacent municipalities. The Director is responsible for long range planning projects, identifying strategies for economic and community development with opportunities in rural and urban areas of the County through Community Planning and evaluating community's for current and future needs. ¶ The County and the Villages intend for the planning staff to remain an employee of the County and to be bound by all personnel policies of the County;¶

County and the Villages agree to share a variety of personnel, facilities, goods and services in accordance with the terms set forth below.

Deleted: the parties

Deleted: hereto agree as follows:

## 1. Intent and Purpose

- 1.1. The County employs and intends to employ planning & development staff on a permanent basis to provide Planning & Development Services for the County.
- 1.2. The parties agree that, beginning on August 15, 2018, upon request and subject to approval from the County, the planning & development staff may provide Planning & Development Services to the Villages that go above and beyond the Planning & Development Services provided under the County-Villages Agreement to Work Together and the associated Terms of Reference, as mutually agreed to between the requesting Village and the County.

## 2. Sharing of Personnel, Services, and Facilities.

Deleted: Planning

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### 2.1. Personnel.

- a. County shall make available to Villages the services of its planning & development employees, to the extent they are not otherwise occupied in providing services for County, to perform a variety of planning & development services, and other similar functions for Villages on an as needed basis and subject to an approved request by County.
- b. The County and the Villages intend for County personnel to remain an employee of the County and to be bound by all personnel policies of the County.

### 2.2. Services

- a. The Planning & Development Services provided under this agreement are outlined in Schedule A.

Moved (insertion) [2]

### 2.3. Coordination of Services

- a. The Planning & Development Services provided by the County will be coordinated through the Director of Planning & Development, who will approve Villages' request for sharing of planning & development staff and other County departments, Government agencies, and adjacent municipalities.

### 2.4. Equipment and Facilities.

- a. To the extent that the activities of Villages are and remain consistent with the overall purposes and goals of this Agreement, employees of County who are made available to Villages and employees and contractors hired directly by Villages, if any, may use office space, office supplies, office equipment and furniture, and similar items of County.

### 3. Method of Payment

**Moved up [2]:** <#>The Planning & Development Services provided under this agreement are outlined in Schedule A. ¶

#### 3.1 Payment of Direct Costs

- a. In consideration of the Planning & Development Services provided by the County's planning & development staff to the Villages during the duration of this Agreement, the Villages agree to reimburse the County for all expenses incurred by the County in performing planning & development work on the Villages' behalf. Such expenses include, but are not limited to, salaries and fringe benefits of County personnel who perform services for or otherwise assist the Villages' in carrying out its purposes, fees to independent contractors, the costs of travel conducted by employees and contractors, postage, long-distance telephone charges, mileage, printing, and other actual expenses; provided, however, that the Villages shall contract directly with vendors for the provision of such goods and services to the extent feasible.

**Deleted:** three-fifths (3/5) of

**Deleted:** relating to the provision of Planning & Development Services by its planning & development staff, including salary and overhead expenses

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**Deleted:** health insurance

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**Deleted:** retirement benefits, and other employer-paid benefits, including retirement, responsibility for the staff's travel related to Planning & Development Services being provided to the requesting Village, and other applicable deductions.

**Deleted:** The County shall submit an invoice to the Village's CAO each quarter for its 3/5 share of expenses, which shall be paid by the Village within thirty (30) days of its receipt. The Village further agrees to reimburse the County for any travel expenses related to Planning & Development Services incurred by planning & development staff and submitted in accordance with County policy.

#### 3.2. Calculation of Payment for Salaries and Fringe Benefits.

- a. Villages' payment for services of County personnel shall be based on the proportion of the salaries and fringe benefits of County's personnel expended on Villages' functions, as determined in accordance with time-sheets or other reasonable documentation prepared by County's employees pursuant to instructions of management and agreed to by County and Villages.

#### 3.3. Payment of Overhead Costs.

- a. Villages shall pay County an additional amount to cover overhead costs, which shall be calculated by multiplying County's total overhead costs by the percentage obtained by dividing the total staff hours charged to Villages' activities by the total staff hours worked by all County staff. The overhead items to be reimbursed at this calculated percentage shall include, but are not limited to:
- i. costs of staff devoted to administrative matters, including, but not limited to, clerical, reception, and accounting activities, to the extent such costs are not accounted for under section 3.1;
  - ii. storage;
  - iii. equipment rental and maintenance;
  - iv. depreciation of equipment and furniture owned by County;
  - v. premiums for liability and other insurance;
  - vi. general office supplies;
  - vii. general telephone service, exclusive of long distance charges;
  - viii. computer and word-processing supplies;
  - ix. professional staff, board, and committee travel not accounted for under section 3.1;
  - x. photocopying not accounted for under section 3.1;

- xi. GST;
- xii. rent and utilities;
- xiii. internet access costs;
- xiv. legal expenses.

If and when Villages shall use the services of any employee or contractor who is not also an employee or contractor of County, Villages shall pay an additional amount of rent in proportion to these employees' or contractors' use of County's office facilities.

#### 3.4. Time of Payment.

- a. Villages shall make payment to County of the amounts due under this Agreement no less frequently than quarterly on the basis of detailed invoices submitted by County. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of 1% per month.

#### **4. Shared Duties and Responsibilities**

- 4.1. During the days that planning & development staff perform work for the Villages, the parties agree that the Villages have the authority to oversee the work performed by planning & development staff, in as much that such work does not interfere or conflict with the staff's responsibility with the County.
- 4.2. The parties agree that planning & development staff shall at all times remain the employees of the County, and as such shall at all times be bound by all personnel policies of the County, and shall receive all benefits of a County employee.
- 4.3. The Villages agrees that they shall report to the Director of Planning & Development any and all personnel issues relating to planning & development staff so that the Director may take any necessary or appropriate actions pursuant to County policies.

#### **5. Administration and Termination of the Agreement**

- 5.1. This Agreement shall terminate upon completion of the IDPs and ICFs or April 1, 2020; whichever occurs first.
- 5.2. This Agreement may be extended, renewed, revised, and amended by mutual agreement of the parties at least sixty (60) days prior to any new term.
- 5.3. Either party may terminate this Agreement on sixty (60) calendar days written notice, or if prior to such action, the other party materially breaches any of its representation, warranties or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party responsible to reimburse the non-defaulting party for all costs incurred, as a result of the breach of this

Agreement, as provided for in this section, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.

- 5.4. In the event of termination of this Agreement, the Villages agrees to reimburse the County for 3/5 of its costs incurred by planning & development staff until the date of such termination, consistent with Article 2 of this Agreement.

## **6. Discrimination and Harassment**

- 7.1. The Villages agree that they shall not engage in any illegal discrimination or harassment conduct with regard to planning & development staff.

## **7. Communication and Contact**

- 8.1. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

For the County:  
Roget Garnett  
Director Planning & Development  
[rgarnett@county24.com](mailto:rgarnett@county24.com)  
780.846.2244

For the Villages:  
Sharon Williams  
CAO, Village of Kitscoty (ACP Grant Managing Partner)  
[cao@vokitscoty.ca](mailto:cao@vokitscoty.ca)  
780.846.2221

Sherry Johnson  
CAO, Village of Dewberry  
[dewberry@mcsnet.ca](mailto:dewberry@mcsnet.ca)  
780.847.3053

James Warren  
CAO, Village of Paradise Valley  
[pvadmin@mcsnet.ca](mailto:pvadmin@mcsnet.ca)  
780.745.2287

Jordan Willner  
[cao.marwayne@hmsinet.ca](mailto:cao.marwayne@hmsinet.ca)  
780.847.3962

The parties may amend such addresses by written notice to the other party at the given address.

## 8. Liability

- 9.1. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered, or prevented by an event of force majeure including, but not limited to, an Act of God.
- 9.2. The parties each agree to indemnify the other, and to hold the other harmless, for any and all losses, damages, or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of planning & development staff, except that claims for Workers' Compensation benefits by planning & development staff shall be the sole and exclusive responsibility of the County.

## 9. Resolution of Disputes

- 10.1. The County and the Villages agree to the following methodology in resolving any potential conflicts when either municipality is of the opinion that an obligation of the other under this Agreement has been breached or matters arise where differences of opinion over actions or services need to be resolved. The municipalities want to resolve disputes:
  - a. At the earliest opportunity and at the point closest to where problems originate;
  - b. In a quick, inexpensive and uncomplicated way;
  - c. Using a clear procedural process to reach a solution; and
  - d. In a manner that maintains a smooth working relationship even when disagreement remains.
- 10.2. It is acknowledged that the dispute resolution protocols in this Agreement are in addition to, and do not replace protocols and remedies provided in legislation or under existing agreements between the municipalities.
- 10.3. If an elected official, administrator, or any staff person from either of the municipalities thinks that an obligation under an Agreement between the municipalities has been "breached", the matter should be brought to the attention of that municipality's CAO. The CAO will investigate the matter and, if it appears that a "breach" of the Agreement has occurred, the matter will be brought to the attention of the other municipality's CAO in writing, including details and the nature of the alleged breach.
- 10.4. Once notice of an alleged breach of this Agreement has been provided to the other municipality's CAO, within thirty (30) days the matter may be resolved directly between the municipalities through informal problem-solving discussions.
- 10.5. The parties recognize that disputes may occur outside a "breach" of this Agreement including divergent expectations in delivery of the Services, a variance in how a Village wishes to proceed, or any circumstance that may adversely affect or disrupt the Services or relationship(s) between the municipalities. In the event of such a dispute, the municipality

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that has the concern shall provide written notice of that concern to the other municipality's CAO and within thirty (30) days the parties shall attempt to resolve the dispute through informal problem solving discussions.

10.6. If the dispute is not resolved through informal discussions, the municipalities agree to attempt to resolve the dispute in good faith using negotiation, mediation, and final binding arbitration proposal. The municipalities agree to a mediated process (facilitated negotiation) as a preferential process to be encouraged. The municipalities may, by agreement, proceed directly to mediation without first exhausting an unassisted negotiation process.

10.7. Assisted dispute resolution processes are based on an assumption that the parties have significant differences of opinion and that third-party assistance is necessary to help resolve the disputes.

#### 10.8. Negotiation

- a. The municipalities will identify the appropriate personnel who are knowledgeable about the issue and those staff members who will work to find a mutually acceptable solution through negotiation.
- b. The individuals participating in the negotiation will:
  - i. negotiate in good faith to find a solution;
  - ii. seek an integrated outcome in the decisions they make. An integrated outcome is one in which the parties elect to work together, integrating their resources, originality and expertise;
  - iii. attempt to craft a solution to the identified issue by seeking to advance the interests of all in the negotiation rather than by simply advancing their respective municipality's positions;
  - iv. fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned by:
    1. Clearly articulating their interests and the interests of their municipality;
    2. Understanding the interests of other negotiators whether or not they are in agreement with them; and
    3. Identifying solutions that meet the interests of the other municipality as well as those of their own.
- c. If the dispute cannot be resolved within thirty (30) days through negotiation between the appropriate personnel, the appropriate personnel must invite the Mayor for the Village and the Reeve for the County to join negotiations.

#### 10.9. Mediation

- a. If the dispute cannot be resolved through negotiation, within thirty (30) days the municipalities will find a mutually acceptable mediator. For assistance finding an acceptable mediator, the municipalities may consult the Municipal Dispute Resolution Services at Alberta Municipal Affairs or may consult the Alternative Dispute Resolution Institute of Alberta.
- b. Mediation is a process of assisted negotiation in which the municipalities retain power over the substantive outcome of the negotiation and the mediator facilitates the process.
- c. The mediator will be responsible for the governance of the mediation process.

#### 10.10. Final Binding Arbitration Proposal

- a. If the issue cannot be resolved through mediation, within thirty (30) days the municipalities will have the matter resolved by final binding arbitration proposal using a single arbitrator.
- b. In awarding a final binding arbitration proposal, the arbitrator must conduct the proceedings on the basis of a review of written documents and written submissions only, and must determine each issue by selecting one of the final written proposals submitted by either of the municipalities respecting that issue. No written reasons are to be provided by the arbitrator.
- c. If the municipalities can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If the municipalities cannot agree on a mutually acceptable arbitrator, each municipality will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator. If a mutually agreeable arbitrator is not found, the municipalities shall request that the Alberta Arbitration and Mediation Society make the selection of an appropriate practitioner.
- d. Subject to the above definition of final binding arbitration proposal, the arbitrator will be governed by principles of natural justice and fairness and may make rules and procedures (including reasonable time limits), as the arbitrator shall see fit pursuant to the Arbitration Act.

10.11. The parties agree that each of them shall be responsible for any and all costs, expenses, and attorneys' fees incurred by the other party due to a breach of this Agreement.

### 10. Principles

#### 11.1. Respect for Area of Jurisdiction

- a. The parties shall endeavour to fulfill their responsibilities within this Agreement, while respecting each other party's area of jurisdiction.

#### 11.2. Commitment

- a. The parties share a common goal of ensuring a clear understanding of responsibilities, principles, and procedures that govern this Agreement so that each party is accountable for effective communication and performance of their respective roles.
- b. This Agreement aims to strengthen the relationship between the parties and formalizes the parties' support for the principle of regional collaboration.

#### 11.3. Transparency

- a. On matters subject to Services under the terms of this Agreement the parties make a commitment to:
  - i. ensuring that processes and procedures are conducted with openness, transparency, integrity, and accountability;
  - ii. engage and consult with residents, businesses, and stakeholder groups through meaningful, productive, and open dialog, when applicable; and
  - iii. provide each other with data and information, including copies of documents and other relevant paperwork, to the extent reasonably necessary to fulfill the Services within this Agreement; and
  - iv. provide the rationale regarding proposed alternatives to enable discussion of issues related to the assignment of new and/or expanded responsibilities, as applicable.

#### 11.4. Collaborative Approach

- a. The County and the Villages see working together as beneficial for their municipalities and the region as a whole. The parties agree to enter into and participate in the provision of Services under this Agreement to reach a shared understanding and make mutually beneficial commitments.

(SIGNATURES ON THE NEXT PAGE)

PLANNING & DEVELOPMENT SERVICES SHARING AGREEMENT  
BETWEEN THE COUNTY OF VERMILION RIVER AND THE VILLAGES OF  
KITSCOTY, MARWAYNE, DEWBERRY, AND PARADISE VALLEY

**IN WITNESS WHEREOF** to make best efforts to adhere to the terms established in this Agreement, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2018

THE COUNTY OF VERMILION RIVER

Per: \_\_\_\_\_

Reeve

Per: \_\_\_\_\_

Chief Administrative Officer

THE VILLAGE OF KITSCOTY

Per: \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Chief Administrative Officer

THE VILLAGE OF DEWBERRY

Per: \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Chief Administrative Officer

THE VILLAGE OF PARADISE VALLEY

Per: \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Chief Administrative Officer

THE VILLAGE OF MARWAYNE

Per: \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Chief Administrative Officer

Schedule A

Planning & Development Services

In accordance with Table 2 in the COUNTY OF VERMILION RIVER-VILLAGES OF KITSCOTY, MARWAYNE, DEWBERRY, AND PARADISE VALLEY INTERMUNICIPAL DEVELOPMENT PLANS AND COLLABORATION FRAMEWORKS WORK PLAN the scope of the Planning Services is outlined below.

<b>Planning Services</b>
Such planning services as provided by the County at the request of the Villages.
<b>Development Services</b>
Such development services as provided by the County at the request of the Villages.
<b>Other Services</b>
<u>The County will contribute the overall project management for the development of Intermunicipal Development Plans and Intermunicipal Collaboration Frameworks and other projects subject to Sub-section 1.2 of this Agreement.</u>
<u>Such other services as provided by the County at the request of the Villages.</u>

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Deleted: other

Moved (insertion) [1]

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Deleted: shared capacity to develop the in-house components jointly with the Villages' administrations. This capacity building exchange is aimed at elevating the capacity of the municipalities to undertake similar projects in the future.¶

Moved up [1]: The County will contribute the overall project management for the development of the Plans and Frameworks and shared capacity to develop the in-house components jointly with the Villages' administrations. This capacity building exchange is aimed at elevating the capacity of the municipalities to undertake similar projects in the future.

**MEETING DATE: MARCH 25, 2019**

# **REQUEST FOR DECISION - TO COMMITTEE**

## **SUBJECT**

**NOVEMBER 7, 2018 SECONDARY REQUEST FOR FUNDING FOR THE VERMILION  
ICE PLANT REPLACEMENT – MOTION REQUIRED**

## **RECOMMENDATION**

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve/disapprove the request from the Town of Vermilion to assist in funding the replacement of their ice plant at a cost of \$475,000.

## **DETAILS**

**Background:** The Town of Vermilion is in the process of applying for grant funding to support their plans of replacing their ice plant. The Town first requested a contribution of \$300,000 of which was not approved by Council and is now asking for reconsideration for a contribution amount of \$475,000. This item was presented at the November 13, 2018 Regular Council Meeting and deferred to a future policy and priorities committee meeting for further review.

**Response Options:** THAT the County of Vermilion River approve the request from the Town of Vermilion to assist in funding the replacement of their ice plant at a cost of \$475,000.

THAT the County of Vermilion River disapprove the request from the Town of Vermilion to assist in funding the replacement of their ice plant at a cost of \$475,000.

THAT the County of Vermilion River receive the request from the Town of Vermilion to assist in funding the replacement of their ice plant at a cost of \$475,000 for information.

THAT the County of Vermilion River approve the request from the Town of Vermilion to assist in funding the replacement of their ice plant at a cost of \$\_\_\_\_\_.

## IMPLICATIONS OF RECOMMENDATION

**Financial:** Potential \$475,000 contribution to be funded by a levy in the Vermilion Recreation Area. Administration would prepare, if approved, the debenture and payment schedule.

**Communication Required:** Should Council approve/disapprove the request for funding, a letter will be drafted outlining Council's position and contribution, if applicable.

## ATTACHMENTS

1. Letter from the Town of Vermilion

**PREPARED BY:** Shannon Harrower, Executive Secretary

**APPROVED BY:** Pat Vincent, Interim CAO

**DATE:** November 8, 2018



5021 - 49 Avenue  
Vermilion, AB Canada T9X 1X1  
[www.vermilion.ca](http://www.vermilion.ca)

November 7, 2018

County of Vermilion River  
Box 69  
Kitscoty, AB T0B 2P0  
Attn: Reeve Dale Swyripa

Re: Ice Plant Funding

Dear Reeve Swyripa and County of Vermilion River Council,

In response to your letter dated October 29, 2018, the Town of Vermilion Council is very disappointed and shocked with CVR Council's decision to decline a contribution to the replacement of the Ice Plant. This plant serves our two ice skating surfaces and 5 sheet curling rink. In the past, our councils have always had a shared understanding of the challenges of maintaining aging infrastructure and its use by all residents, and as such have supported contributions to maintaining the infrastructure.

This facility has served our greater community for over 50 years and is coming to the end of its life. Last season was fraught with difficulty, as we experienced numerous breakdowns. We continue to overtax the system to meet the user demand; which was a factor in the deaths of the 3 workers in the facility in Fernie B.C. It has become imperative that we address this issue from a safety and functionality perspective.

The project was originally estimated at \$1.25 to 1.75 Million and we were waiting for our consultants who have now projected the cost near \$1.9M. The Town is willing to share all cost estimates, and technical data with your staff, to verify the projections.

Your letter refers to the funding you provide which is part of our cost sharing agreement (Agreement to Work Together between the Town and the County). Currently the County contributes 27% to the operating costs only, to provide services to County residents in accordance to the cost sharing formula within the "Agreement to Work Together between the Town and County". This agreement speaks only to supporting the operational costs and not the capital costs, which is what this request is. We would be happy to share this agreement with you as requested. The Agreement also outlines how the County Council could seek clarification for budget items requests from the Town if they are required. (C4)



The Town of Vermilion is at a loss to understand how the County can completely decline the funding of a piece of equipment that is so critical to the provision of ice services for your residents. Case in point, in the 2017-2018 Minor Hockey season, 57% of the registrations were rural residents, and for Figure Skating, the split was 50/50. In addition, over the past 5 years the Town has strategically invested capital dollars in the stadium, arena and curling rink complex in the way of a new roof, heating, lighting, a new Zamboni, pavement, and many other improvements to optimize the operation and enjoyment of the facilities. These improvements total more than \$1.8 Million of Town of Vermilion dollars, with no requests for support from the County. In addition, we have made improvements to our other recreation facilities including the Tennis Courts, Spray Park, Outdoor Rink, and the Skate Park to the tune of over \$600,000.00. These projects provide recreation services to your County residents; again with no requests for County funding support.

The contribution we requested was much lower than the percentage used to calculate the operating agreement and yet the request was totally denied. At our Council meeting of November 6, the Council for the Town of Vermilion agreed a contribution of \$475,000 is more in line with what would support your residents. We feel this recognized the intricate nature of the relationship between our two communities, wherein we are actually one community, as our boundaries are only recognized by political leaders, not residents.

We respectfully ask the County Council to re-consider your decision, recognizing that your contribution is not a gift to the Town, but an investment in your own residents.

Yours sincerely,

SEVERED

Caroline McAuley, Mayor  
Town of Vermilion  
On behalf of Vermilion Town Council

cc: Vermilion Town Council  
George Rogers, CAO  
Shawn Bell, Director of Community Services

**COMMITTEE MEETING DATE: MARCH 25, 2019**

## **REQUEST FOR DECISION - TO COMMITTEE**

### **SUBJECT**

**2019 DIVISION MEETINGS – MOTION REQUIRED**

### **RECOMMENDATION**

THAT the County of Vermilion River Policy and Priorities Committee recommend that the County of Vermilion River approve the scheduling of the 2019 Division Meetings.

### **DETAILS**

**Background:** As per the communication strategy in the Hamlet Management Policy AD 005, yearly meetings are to be held with ratepayers in order to provide the opportunity for input into hamlet projects and the expression of any concerns. The policy further stipulates that the County will provide residents with updates as to ongoing projects, grants, finances, etc.

At a previous meeting of Council, Council directed administration to bring back the Hamlet Management Policy to remove the necessity for yearly meetings and rather, make them optional at the discretion of the Councillor. Administration has already made this amendment in draft format and is awaiting further changes from the public works department prior to bringing the policy back for Council approval.

**Discussion:** Should Councillors wish to host an annual meeting for their hamlet, division or both, administration will schedule it accordingly.

**Relevant Policy/Legislation Practices:** Hamlet Management Policy AD 005

### **IMPLICATIONS OF RECOMMENDATION**

**Organizational:** Administration to prepare the agenda and book the meeting place.

**Financial:** Staff time, hall rental and refreshments.

**Communication Required:** Administration to advertise the meetings to the public via social media and printed flyers.



**PREPARED BY:** Shannon Harrower, Executive Secretary

**APPROVED BY:** Pat Vincent, Interim CAO

**DATE:** March 19, 2019

**MEETING DATE: APRIL 8, 2019**

# **REQUEST FOR DECISION - TO COUNCIL**

## **SUBJECT**

**LLOYDMINSTER MEMORANDUM OF UNDERSTANDING – MOTION REQUIRED**

## **RECOMMENDATION**

THAT the County of Vermilion River approve the Memorandum of Understanding between the City of Lloydminster and the County of Vermilion River regarding economic opportunities and development of lands within the Inter-municipal Development Plan area as presented.

## **DETAILS**

**Background:** The County of Vermilion River and the City of Lloydminster wish to provide an economic benefit to both the City and County from Inter-municipal Development opportunities on lands that are contiguous to the Highway 16 and the City of Lloydminster boundary. The County and City have agreed to enter into a Memorandum of Understanding (MOU) to attract economic opportunities and identify areas for future urban growth.

The lands shown within the MOU are located within the joint Inter-municipal Development Plan (IDP) boundary and have been identified for urban expansion.

The MOU sets out terms on which the parties will act in good faith to continue developing a great inter-municipal working relationship, explore revenue and cost sharing, provision of inter-municipal services, and development of an updated IDP and ICF while collaboratively working towards a supported annexation.

**Discussion:** The County of Vermilion River and the City of Lloydminster will jointly sign the MOU to ensure economic opportunities within the region are captured and support vibrant, healthy and resilient communities for residents of both the City and County.

### **Relevant Policy/Legislation Practices:**

Municipal Government Act

Inter-municipal Development Plan

**Desired Outcome (s):** THAT the County of Vermilion River approve the Memorandum of Understanding between the City of Lloydminster and the County of Vermilion River regarding economic opportunities and development of lands within the Inter-municipal Development Plan area as presented.

**Response Options:** THAT the County of Vermilion River approve the Memorandum of Understanding between the City of Lloydminster and the County of Vermilion River regarding economic opportunities and development of lands within the Inter-municipal Development Plan area as presented.

## IMPLICATIONS OF RECOMMENDATION

**Organizational:** Administration to connect with the City of Lloydminster and arrange for a media release and joint signing of the MOU.

**Financial:** Each development to be reviewed on an independent basis of consistency with the joint planning documents and spirit of the MOU.

**Communication Required:** The County and City to release a joint media release.

**Implementation:** Alignment of chief elected official schedules and administration.

## ATTACHMENTS

Memorandum of Understanding - hand out

**PREPARED BY:** Director of Planning & Development

**DATE:** April 3, 2019

**MEETING DATE: APRIL 8, 2019**

# **REQUEST FOR DECISION - TO COUNCIL**

## **SUBJECT**

**SCHEDULING OF THE APRIL 30, 2019 REGULAR COUNCIL MEETING – MOTION REQUIRED**

## **RECOMMENDATION**

THAT the County of Vermilion River approve the rescheduling of the April 30, 2019 Regular Council Meeting as presented.

## **DETAILS**

**Background:** A Regular Council Meeting has been scheduled for April 30, 2019 as per the approved 2019 Council and Committee Meeting schedule. Upon further review, some of Council will be unable to attend due to the Community Planning Conference in Red Deer, Alberta. As such, administration is looking to call the April 30, 2019 Regular Council Meeting to order at 1:30pm to accommodate the public hearings that were approved at the March 26, 2019 Regular Council Meeting. Administration would then request that Council consider recessing the meeting to a later date in order for administration to present the budget as well as the mill rate presentation for Council's review and approval.

## **IMPLICATIONS OF RECOMMENDATION**

**Organizational:** Administration to circulate an amendment to the 2019 Council and Committee Meeting Schedule via email.

Communication Required: Advertise on the County website as to the additional meeting date.

**PREPARED BY:** Shannon Harrower, Executive Secretary

**APPROVED BY:** Pat Vincent, Interim CAO

**DATE:** April 5, 2019

**MEETING DATE: APRIL 8, 2019**

# **REQUEST FOR DECISION - TO COUNCIL**

## **SUBJECT**

**RESCIND POLICY PD 005 – MOTION REQUIRED**

## **RECOMMENDATION**

THAT the County of Vermilion River rescind the Development Charges Policy.

## **DETAILS**

**Background:** In an effort to reduce redundancies, Planning and Development has undertaken a comprehensive review of all active policies relating to Planning and Development operations and determined that the understanding as set out in Policy PD 005 are taken into consideration under established bylaws and policies.

**Discussion:** It is recommended that Policy PD 005, Development Charges, which deals with the establishment of charges related to Stormwater Management Plans, to be rescinded as it is already included in other regulations.

**Relevant Policy/Legislation Practices:**

Municipal Government Act

Land Use Bylaw

Fee Bylaw

Policy PD 014 General Municipal Servicing Standards

**Desired Outcome (s):** THAT the County of Vermilion River rescind Policy PD 005, Development Charges, as it is no longer needed.

**Response Options:** THAT the County of Vermilion River rescind Policy PD 005, Development Charges, as it is no longer needed.

## IMPLICATIONS OF RECOMMENDATION

**Organizational:** Administration to remove Policy PD from active policies.

**Financial:** N/A

**Communication Required:** Council, Internal Departments

**Implementation:** Upon rescindment

## ATTACHMENTS

PD 005, Development Charges

**PREPARED BY:** Director of Planning & Development

**DATE:** April 2, 2019



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<b>POLICY NO:</b>	PD 005
<b>POLICY TITLE:</b>	DEVELOPMENT CHARGES
<b>DEPARTMENT:</b>	PLANNING & DEVELOPMENT
<b>APPROVAL DATE:</b>	26-07-04 (July 2004)
<b>REVISION DATE:</b>	
<b>REVIEW DATE:</b>	

**Policy Statement:**

The County of Vermilion River No. 24 recognizes the need to establish a policy for charges relative to Storm Water Management Plans. The County of Vermilion River No. 24 is not obligated to supply Storm Water Management Plans for residential or commercial development. The County will determine the standards of construction for the storm water management plan.

**Purpose:**

To address the costs associated with the implementation of Storm Water Management Plans.

**Procedure**

If the Council of the County deems a Storm Water Management Plan will benefit more than one development they may consider being the managing partner and have the storm water management plans drawn up and finance the project.

The developer will be required to pay development charges that will be imposed in a development agreement as per section 650 or 655 of the Municipal Government Act.

Development charges will be based on the number of benefiting acres that the storm water management plan will serve within a reasonable time frame and the total cost of the project. Council will determine what a reasonable time frame for development within the area is to establish the benefiting acres.

The developer will have no claim for refund of the cost-share if at any future date the storm water management plan benefits more than the anticipated area.

**MEETING DATE: APRIL 8, 2019**

# **REQUEST FOR DECISION - TO COUNCIL**

## **SUBJECT**

**RESCIND POLICY PD 009 – MOTION REQUIRED**

## **RECOMMENDATION**

THAT the County of Vermilion River rescind the Stormwater Management Policy PD 009.

## **DETAILS**

**Background:** In an effort to reduce redundancies, Planning and Development has undertaken a comprehensive review of all active policies relating to Planning and Development operations and determined that the understanding as set out in Policy PD 005 are taken into consideration under established bylaws and policies.

**Discussion:** It is recommended that Policy PD 009, Stormwater Management, which deals with the requirements of applicants for an Area Structure Plan (ASP) or Multi-Lot Subdivision to conform to established Stormwater Management guidelines, to be rescinded as it is already included in other regulations.

**Relevant Policy/Legislation Practices:**

Municipal Government Act

Land Use Bylaw

Policy PD 014 General Municipal Servicing Standards

**Desired Outcome (s):** THAT the County of Vermilion River rescind Policy PD 009, Stormwater Management, as it is no longer needed.

**Response Options:** THAT the County of Vermilion River rescind Policy PD 009, Stormwater Management, as it is no longer needed.

## IMPLICATIONS OF RECOMMENDATION

**Organizational:** Administration to remove Policy PD from active policies.

**Financial:** N/A

**Communication Required:** Council, Internal Departments

**Implementation:** Upon rescindment

## ATTACHMENTS

Policy PD 009, Stormwater Management

**PREPARED BY:** Director of Planning & Development

**DATE:** April 2, 2019

<b>POLICY NO:</b>	PD 009
<b>POLICY TITLE:</b>	STORM WATER MANAGEMENT
<b>DEPARTMENT:</b>	PLANNING & DEVELOPMENT
<b>APPROVAL DATE:</b>	60-03-08 (March 11, 2008)
<b>REVISION DATE:</b>	104-03-08; 49-11-08 (November 20, 2008)
<b>REVIEW DATE:</b>	

### **Policy Statement:**

The County of Vermilion River requires an applicant for an Area Structure Plan (ASP) or Multi-lot Sub-division to follow the established guidelines regarding Storm Water Management. The Development Officer may also require a Storm Water Management Plan when deemed appropriate as a condition of a Development Permit, Development Agreement or Redesignation.

### **Purpose:**

To assist any applicant, who is considering or planning to develop or sub-divide a parcel or parcels of land, to understand the approved process for Storm Water Management that is to be used in the County of Vermilion River.

### **Background:**

1. The Alberta Environment Act outlines minimum requirements and regulations relating to Storm Water Management that must be considered by the applicant and the County
2. The Municipal Government Act provides:
  - a. Section 633 (2)(b) – for council to require Storm Water Management Plans in an ASP if they deem it necessary
  - b. Section 648 (2) – for offsite levies for new or expanded storm drainage facilities
  - c. Section 651 – that an applicant must provide for oversized improvements
  - d. Section 661 / 662 (2) – that a subdivision authority may require the owner of a parcel of land, that is the subject of a proposed subdivision, to provide part of that parcel of land for the purpose of roads, public utility lot (PUL) or both but may not exceed 30% of the area of the parcel of land less the land taken as environmental reserve or as an environment reserve easement. ((Land – ER) x 30% = maximum provision) without compensation to the applicant

The County has a Development Agreement in place that outlines to the developer what will be required by the County.

**Definitions:**

1. “County” shall mean the County of Vermilion River
2. “Developers Engineer” shall mean the Company or Individual hired by the Developer to create the proposed Plan design for submission to the County
3. “Engineer” shall mean the County Engineer designated to carry out the Plan design
4. “Improvements” shall mean any building, equipment or pipelines associated with the Storm Water Management Plan
5. “Plan” shall mean a Storm Water Management Plan
6. “Pond(s)” shall mean any area designed for water retention (whether temporarily or permanently)

**Guidelines:**

The County will require:

1. The Applicant to agree to submit a Plan, designed by the Developers Engineer, who shall have regard to meeting the standards of this policy and outlining how this plan fits within the County Master Storm Water Management Plan
2. The Applicant may be required to provide a topographical map at 1 meter intervals to establish the predevelopment elevations for use by the Engineer
3. The Applicant to be responsible for all costs for the Developers Engineer to provide a Plan, required amends to the Plan and supporting documents that are identified in the review by the Engineer
4. The Applicant to provide compensation for downstream easements, improvements to downstream water channels that the Plan or an Alberta Environment License may require or approve
5. Any Plan to be designed to handle one in one hundred year flood events
6. Any Plan to consider any downstream impacts to other parcels and provide recommendation on how those impacts could be mitigated
7. Any Plan to consider natural or other features that may impact spring water runoff
8. Transfer of Ownership to the County for land dedicated for PUL and for improvements associated with managing a Pond(s)
9. Any Plan, that is accepted by the County, is to be subject to Alberta Environment and/or Alberta Transportation approval, when necessary, before any development permits will be issued
10. The Applicant to include a notification in their Sales Agreements and Restrictive Covenant that a County Public Utility Bylaw may apply to each benefiting parcel for future maintenance and replacement of improvements required to execute the Plan

**Dedication of the Land:**

May be done by means of:

1. Survey Plan and / or
2. As a Utility Right of Way or Easement on individual parcels.

**Implementation of this Policy:**

1. A Master Storm Water Management Plan for the basins in the 8 miles north, west and south of Lloydminster will be done for reference
2. An Engineer will be obtained by the County by agreement or retainer to provide the Engineering Services required to respond to applicants in a timely manner
3. On an “as needed basis” replacement culverts and other water management infrastructure throughout the County will be upgraded to handle one in one hundred year flood events
4. Periodic maintenance of the Storm Water Easements will be budgeted for and carried out to retain the design performance of the Storm Water Management Plan/s
5. Maintenance and operation of the PUL improvements responsibility will be addressed
6. The County development agreement shall require the developer to be responsible for the actual costs of the engineer review in addition to the redesignation fee.